

City of Strongsville

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Strongsville, Ohio 44149-5598
Phone: 440-580-3110
Council Office Fax: 440-572-1648
www.strongsville.org

April 2, 2020

MEETING NOTICE

City Council

James A. Kaminski
Ward 1

Annmarie P. Roff
Ward 2

Kelly A. Kosek
Ward 3

Gordon C. Short
Ward 4

Joseph C. DeMio
At-Large

James E. Carbone
At-Large

Matthew A. Schonhut
At-Large

Aimee Pientka, MMC
Clerk of Council

Tiffany Mekeel, CMC
Assistant Clerk of Council

City Council has scheduled the following meetings for **Monday, April 6, 2020**, 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 7:45 p.m. *All committees listed will meet immediately following the previous committee:*

7:45 P.M.

Planning, Zoning & Engineering will meet to discuss Ordinance Nos. 2020-048, 2020-049 and Resolution Nos. 2020-050 and 2020-051.

Public Service & Conservation Committee will meet to discuss Ordinance No. 2020-052 and Resolution No. 2020-053.

Public Service & Health Committee will meet to discuss Ordinance Nos. 2020-054, 2020-055 and 2020-056.

Finance Committee will meet to discuss Ordinance Nos. 2020-057, 2020-058, 2020-059, 2020-060, 2020-061 and Resolution No. 2020-062.

Committee of the Whole will meet to discuss Ordinance No. 2020-063.

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, MMC
Clerk of Council

STRONGSVILLE CITY COUNCIL REGULAR MEETING

MONDAY, APRIL 6 2020 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 – March 16, 2020*
6. APPOINTMENTS, CONFIRMATIONS, AWARDS AND RECOGNITION:
 - Mayor's appointment and Council confirmation of Mike D. Miller as Building Commissioner to fill the vacancy (due to retirement) effective May 1, 2020 (Oath of Office to follow at a later date).
7. REPORTS OF COUNCIL COMMITTEE:
 - SCHOOL BOARD – Mr. Carbone:
 - SOUTHWEST GENERAL HEALTH SYSTEM – Mr. Short:
 - BUILDING AND UTILITIES – Mr. DeMio:
 - COMMUNICATIONS AND TECHNOLOGY – Ms. Roff:
 - ECONOMIC DEVELOPMENT – Mr. Carbone:
 - FINANCE – Mr. DeMio:
 - PLANNING, ZONING AND ENGINEERING – Mr. Schonhut:
 - PUBLIC SAFETY AND HEALTH – Mr. Short:
 - PUBLIC SERVICE AND CONSERVATION – Mr. Kaminski:
 - RECREATION AND COMMUNITY SERVICES – Ms. Kosek:
 - COMMITTEE-OF-THE-WHOLE – Mr. Schonhut:
8. REPORTS AND COMMUNICATIONS FROM THE MAYOR, DIRECTORS OF DEPARTMENTS AND OTHER OFFICERS:
 - MAYOR PERCIAK:
 - FINANCE DEPARTMENT:
 - LAW DEPARTMENT:
9. AUDIENCE PARTICIPATION:

10. ORDINANCES AND RESOLUTIONS:

- Ordinance No. 2020-048 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ISSUE AND APPROVE CHANGE ORDER NO. 1 FOR AN INCREASE IN THE CONTRACT PRICE IN ACCORDANCE WITH THE PROVISIONS OF THE CONTRACT BETWEEN THE CITY OF STRONGSVILLE AND SCHIRMER CONSTRUCTION, LLC; AUTHORIZING AN EXTENSION OF THE CONTRACT TIME, ALL IN CONNECTION WITH THE STRONGSVILLE TLCI IMPLEMENTATION PROJECT (CUY.-STRONGSVILLE TLCI-PID NO. 106723), AND DECLARING AN EMERGENCY.
- Ordinance No. 2020-049 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A FINAL ADDITIONAL MODIFICATION TO THE PROFESSIONAL CONSTRUCTION MANAGEMENT SERVICES CONTRACT BETWEEN THE CITY OF STRONGSVILLE AND DLZ OHIO, INC., IN CONNECTION WITH THE TLCI IMPLEMENTATION PROJECT AT PEARL ROAD AND ROYALTON ROAD WITHIN THE TOWN CENTER DISTRICT (CUY.-STRONGSVILLE TLCI; PID NO. 106723), AND DECLARING AN EMERGENCY.
- Resolution No. 2020-050 by Mayor Perciak and All Members of Council. A RESOLUTION APPOINTING AN ASSESSMENT EQUALIZATION BOARD TO HEAR OBJECTIONS RELATIVE TO THE IMPROVEMENT OF WILLOW LANE BETWEEN CERTAIN TERMINI BY CONSTRUCTING SANITARY SEWERS, CATCH BASINS, AND MANHOLES, INSTALLING SANITARY SEWER SERVICE CONNECTIONS, AND REPLACING, WHERE NECESSARY, PAVEMENT, DRIVEWAY APRONS, STORM SEWERS AND CULVERTS, ALL TOGETHER WITH THE NECESSARY APPURTENANCES THERETO, AND DECLARING AN EMERGENCY.
- Resolution No. 2020-051 by Mayor Perciak and All Members of Council. A RESOLUTION CONFIRMING PLANNING COMMISSION APPROVAL OF THE FINAL SITE PLAN FOR TENNIS COURTS AND A NEW PARKING LOT FOR THE STRONGSVILLE HIGH SCHOOL STADIUM AT 20025 LUNN ROAD, IN THE CITY OF STRONGSVILLE.
- Ordinance No. 2020-052 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING AND APPROVING PARTICIPATION IN THE OHIO DEPARTMENT OF TRANSPORTATION ANNUAL SALT CONTRACT (018-21) FOR THE PURCHASE OF ROAD SALT FOR USE BY THE SERVICE DEPARTMENT OF THE CITY OF STRONGSVILLE DURING THE 2020-2021 SEASON; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO DO ALL THINGS NECESSARY TO ENTER INTO AGREEMENTS IN CONNECTION THEREWITH; AND DECLARING AN EMERGENCY.
- Resolution No. 2020-053 by Mayor Perciak and All Members of Council. A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS FOR THE MUNICIPAL OFFICE PARKING LOT RESURFACING PROJECT FOR THE DEPARTMENT OF PUBLIC SERVICE OF THE CITY OF STRONGSVILLE.
- Ordinance No. 2020-054 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO APPLY FOR FINANCIAL ASSISTANCE UNDER THE DRUG ABUSE RESISTANCE EDUCATION ("DARE") LAW ENFORCEMENT GRANTS PROGRAM; AUTHORIZING ACCEPTANCE OF FUNDS, AND DECLARING AN EMERGENCY.

- Ordinance No. 2020-055 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A MUTUAL AID AGREEMENT ON BEHALF OF THE CITY OF STRONGSVILLE WITH THE BOARD OF PARK COMMISSIONERS OF THE CLEVELAND METROPOLITAN PARK DISTRICT FOR THE MUTUAL INTERCHANGE OF POLICE PROTECTION SERVICES, AND DECLARING AN EMERGENCY.
- Ordinance No. 2020-056 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ISSUE AND APPROVE CHANGE ORDER NOS. 1, 2, 3, 4, 5, 6 AND 7 (FINAL) FOR AN INCREASE IN THE CONTRACT PRICE IN ACCORDANCE WITH THE PROVISIONS OF THE CONTRACT BETWEEN THE CITY OF STRONGSVILLE AND APEX CONSTRUCTION & MANAGEMENT CO., INC., IN CONNECTION WITH THE HVAC AND LIGHTING SYSTEM REPLACEMENT AT FIRE STATION NO. 1, AND DECLARING AN EMERGENCY.
- Ordinance No. 2020-057 by Mayor Perciak. AN ORDINANCE MAKING APPROPRIATIONS FOR THE ANNUAL EXPENSES AND OTHER EXPENDITURES OF THE CITY OF STRONGSVILLE, OHIO, FOR THE YEAR 2020 AND REPEALING ORDINANCE NUMBER 2019-190.
- Ordinance No. 2020-058 by Mayor Perciak and All Members of Council. AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF NOT TO EXCEED \$7,000,000 OF NOTES, IN ANTICIPATION OF THE ISSUANCE OF BONDS, FOR THE PURPOSE OF PAYING COSTS OF IMPROVING STREETS BY RECONSTRUCTING, RESURFACING, GRADING, DRAINING, PAVING AND MAKING OTHER IMPROVEMENTS AS DESIGNATED IN THE PLANS APPROVED OR TO BE APPROVED BY COUNCIL, AND DECLARING AN EMERGENCY.
- Ordinance No. 2020-059 by Mayor Perciak and All Members of Council. AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF NOT TO EXCEED \$1,100,000 OF NOTES, IN ANTICIPATION OF THE ISSUANCE OF BONDS, FOR THE PURPOSE OF PAYING COSTS OF ACQUIRING VEHICLES AND RELATED ATTACHMENTS FOR THE CITY SERVICE DEPARTMENT, AND DECLARING AN EMERGENCY.
- Ordinance No. 2020-060 by Mayor Perciak and All Members of Council. AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF NOT TO EXCEED \$5,500,000 OF NOTES, IN ANTICIPATION OF THE ISSUANCE OF BONDS, FOR THE PURPOSE OF PAYING COSTS OF IMPROVING THE CITY'S TRAFFIC CONTROL SYSTEM, IN COOPERATION WITH THE OHIO DEPARTMENT OF TRANSPORTATION, BY ACQUIRING AND INSTALLING SIGNALS AND RELATED EQUIPMENT AND DEVICES TO DIRECT AND CONTROL THE FLOW OF VEHICULAR AND PEDESTRIAN TRAFFIC IN THE CITY, AND DECLARING AN EMERGENCY.
- Ordinance No. 2020-061 by Mayor Perciak and All Members of Council. AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF BONDS IN THE MAXIMUM PRINCIPAL AMOUNT OF \$5,500,000 FOR THE PURPOSE OF PAYING COSTS OF IMPROVING THE CITY'S TRAFFIC CONTROL SYSTEM, IN COOPERATION WITH THE OHIO DEPARTMENT OF TRANSPORTATION, BY ACQUIRING AND INSTALLING SIGNALS AND RELATED EQUIPMENT AND DEVICES TO DIRECT AND CONTROL THE FLOW OF VEHICULAR AND PEDESTRIAN TRAFFIC IN THE CITY, AND DECLARING AN EMERGENCY.

- Resolution No. 2020-062 by Mayor Perciak and All Members of Council. A RESOLUTION ADOPTING ALTERNATIVE TAX BUDGET INFORMATION FOR THE CITY OF STRONGSVILLE, OHIO FOR FISCAL YEAR 2021, AND DECLARING AN EMERGENCY.
- Ordinance No. 2020-063 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR, LAW DIRECTOR AND OUTSIDE LEGAL COUNSEL TO ENTER INTO AND IMPLEMENT A SETTLEMENT AGREEMENT AND RELATED REAL ESTATE PURCHASE AGREEMENT IN ORDER TO RESOLVE PENDING LITIGATION; AND DECLARING AN EMERGENCY.

11. COMMUNICATIONS, PETITIONS AND CLAIMS:
12. MISCELLANEOUS BUSINESS:
13. ADJOURNMENT:

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2020 – 048

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ISSUE AND APPROVE CHANGE ORDER NO. 1 FOR AN INCREASE IN THE CONTRACT PRICE IN ACCORDANCE WITH THE PROVISIONS OF THE CONTRACT BETWEEN THE CITY OF STRONGSVILLE AND SCHIRMER CONSTRUCTION, LLC; AUTHORIZING AN EXTENSION OF THE CONTRACT TIME, ALL IN CONNECTION WITH THE STRONGSVILLE TLCI IMPLEMENTATION PROJECT (CUY.-STRONGSVILLE TLCI-PID NO. 106723), AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Ordinance No. 2018-168, Council authorized the Mayor to enter into a contract with Schirmer Construction, LLC, in connection with the Strongsville TLCI Implementation Project in the City of Strongsville (the "Project"), in an amount not to exceed \$888,661.75; and

WHEREAS, the City's Engineer has now recommended that it would be in the best interests of the City to include changes in the work performed or to be performed on the Project by Schirmer Construction, LLC due to unforeseen conditions, and generally being additional work required and requested by the City, all as more fully set forth in Exhibit A attached hereto and incorporated herein as if fully rewritten, and to provide additional payment for such changes in the work in the amount of \$91,581.83, for a new total Project cost of \$980,243.68; and

WHEREAS, in addition, manufacturing delays in connection with signal pole fabrication, installation of the new signal poles, curb ramps and traffic lights at the intersection of Royalton Road and Pearl Road was delayed; and

WHEREAS, therefore, due to circumstances beyond the reasonable control of Schirmer Construction, LLC, Schirmer has requested an extension of the contract time to June 1, 2020, in order to complete the Project.

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

Section 1. That the Mayor be and is hereby authorized and directed to issue and approve Change Order No. 1 to the contract in the amount of \$91,581.93, as recommended by the City Engineer, and reflected in Exhibit A; and after the issuance and approval of said Change Order No. 1 and completion of such work, to direct the Director of Finance to make payment to **SCHIRMER CONSTRUCTION, LLC** in the additional amount of \$91,581.93, thereby increasing the total Project cost to \$980,243.68.

Section 2. That the Mayor be and is hereby authorized and directed to extend the contract time so that the new contract completion date will be June 1, 2020.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2020 – 048
Page 2

Section 3. That the funds necessary for this Ordinance have been appropriated and shall be paid from the General Capital Improvement Fund and such other Federal, State and local funds made available for the Project.

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 provide for changes in the work in order to properly complete the Project, to facilitate payment to the contractor for unanticipated changes in the work, to avoid potential legal problems, and 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	_____	_____
DeMio	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Schönhut	_____	_____
Short	_____	_____

Attest: _____
Clerk of Council

ORD. No. 2020-048 Amended: _____

1st Rdg. _____ Ref: _____

2nd Rdg. _____ Ref: _____

3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____

Adopted: _____ Defeated: _____

CHANGE ORDER

Order No. # 1
Date: April 6, 2020
Agreement Date: January 9, 2019

Name of PROJECT: **Strongsville TLCI Project – PID 106723**

CONTRACTOR: **Schirmer Construction, LLC**

The following changes are hereby made to the CONTRACTOR DOCUMENTS:

Justification: Additional work requested by the City and Cleveland Water Department

Change to CONTRACT PRICE

Original CONTRACT PRICE: **\$888,661.75**

Current CONTRACT PRICE adjusted by Previous CHANGE ORDER: **N/A**

The CONTRACT PRICE due to this CHANGE ORDER will be **increased** by:
\$91,581.93

The new CONTRACT PRICE including this CHANGE ORDER will be:
\$980,243.68

Change to CONTRACT TIME:

The CONTRACT TIME will be **increased** by 184 calendar day(s).

The date for completion of all WORK will be (Date): **June 1, 2020**

Requested by: _____
Schirmer Construction, LLC

Recommended by: _____
Ken Mikula, P. E., City Engineer

Accepted by: _____
Mayor Thomas P. Perciak

EX.A

CHANGE ORDER

Project: **CUY-Strongsville-TLCI**

Change Order No.: **1**

DISTRIBUTION TO:

Project Files <input checked="" type="checkbox"/>	AE <input type="checkbox"/>	Construction Inspector: Mike Miller, DLZ
City Engineer: Ken Mikula	Contractor: Schirmer <input checked="" type="checkbox"/>	Other [Dan Uhler] <input checked="" type="checkbox"/>

The items listed below will be added to the Strongsville TLCI Project due to extra work performed by the Contractor under Force Accounts (backup documentation attached)

Additional Work Items:

Amount

<u>Force Account #1</u> - While performing the exploratory dig for the southeast corner foundation, contaminated soil was encountered. The soil was taken to a disposal site and analyzed, then disposed of properly. This force account includes all costs associated with the testing, analysis, disposal, and storage of the soils during the analysis.	\$ 7,888.60✓
<u>Force Account #2</u> - At the request of the City, the work zone was removed from the Westwood intersection to accommodate traffic for Easter Weekend. The Contractor had to install temporary pavement in the space adjacent to the new crosswalks to allow traffic to travel in the work zone.	\$ 1,383.30✓
<u>Force Account #3</u> - It was decided that Westwood would be closed at Pearl Road to expedite construction of this portion. The Contractor provided detour signage for this closure. This force account includes cost associated with erecting the detour signage.	\$ 1,924.78✓
<u>Force Account #4</u> - At the southwest corner of Westwood and Pearl, a small sink hole formed due to a void. The City investigated the area and found no major issues. The Contractor fixed the sink hole with MS Concrete.	\$ 509.89✓
<u>Force Account #5</u> - In order for the MOT zone to function properly at Westwood and Pearl, existing left turn signals needed to be bagged to prohibit left turn movements on to Westwood. This force account includes the cost for the Contractor to bag the signals using a mechanical lift.	\$ 2,348.13✓
<u>Force Account #6A</u> - To accelerate the construction of the crosswalk near the Middle School, the Contractor worked overtime during the week of Spring Break. It was determined that the City would pay for the premium cost of the labor associated with the overtime cost. The Contractor's hours were tracked by DLZ and verified on Certified Payroll Report.	\$ 12,557.42✓

Force Account #6B - To accelerate the construction of the crosswalks at the intersection of Pearl Road and Royalton Road, the Contractor worked overtime to perform the work as quickly as possible. It was determined that the City would pay for the premium cost of the labor associated with the overtime cost similar to Force Account #6A. By working overtime, the Contractor reduced the overall amount of time the work zones were set up and therefore helped minimize the impact to traffic. The Contractor originally submitted an estimated amount to work overtime in the amount of \$50,000. The Contractor's hours were tracked by DLZ and verified on Certified Payroll Report and the actual amount of overtime incurred was used..

\$ 41,457.88✓

Force Account #7 - While the Contractor had work zones set up on Royalton Road at Pearl, the City requested some failed roadway joints be repaired. The joints were identified and marked out by the City. This work was not part of the original Contract and was tracked on a time & material basis, which was confirmed by DLZ.

\$ 16,076.53✓

Force Account #8 - The Contractor had ordered topsoil per the Contract to be used in the median areas. After placing the order, the City requested a different topsoil mix be used instead. The City purchased the originally ordered topsoil from the Contractor and also compensated the Contractor for the new blend of topsoil used. Additionally, the thickness of the new topsoil was changed from 4" to 18". This change in thickness will be billed under the cubic yard bid item. The cost submitted on this Change Order is for the material change.

\$ 3,434.73✓

Force Account #9 - The City directed the Contractor to install additional dashed lines along the turning radii at Pearl and Royalton Roads. This dashed striping was not in the original Plans but was necessary to help navigate traffic to the proper lanes. This work was performed by American Roadway Logistics in November 2019 and amounted to \$2,154.60

\$ 2,154.60✓

Force Account #10 - The stamp pattern selected by the City for the splitter island at Routes 42 and 82 was not readily available and had to be rented by the Contractor. The amount to rent the stamp pattern is included on this change order.

\$ 1,846.07✓

As shown by the calculations below, the cumulative cost to the Project to perform this work is:

Total Additions to Contract:	\$	91,581.93
Total Deductions to Contract:	\$	-
Contract will be INCREASED by:	\$	91,581.93

The Completion Date of this project is extended under this Change Order as described below:

The original completion date of this project was December 1, 2019. This date was calculated based on the lengthy fabrication time for the signal poles and subsequent delivery to the site, which was the most critical portion of the project. However, due to issues during the fabrication process at the manufacturing plant, the signal poles were delayed and not delivered to the project until February 27, 2019. Once the poles arrived to the site, the Contractor estimated approximately 14 week's worth of work remaining to complete the project. With this information, it was determined that June 1, 2020 would be the new completion date for this project. From the original December 1 completion date, this amounts to an extension of 184 days.

TOTAL

\$

91,581.93


Acceptance by Contractor constitutes its agreement that all impacts attributable to this change are compensated by the indicated adjustment to contract time and sum, that all claims based on this change (whether in whole or in part) have been considered or are waived, the parties have reached an accord and satisfaction, and the Owner is released upon payment of the amounts indicated.

The Original Contract Sum Was	\$	888,661.75
Net Change by Previously Authorized Change Orders	\$	-
The Contract Sum Prior to this Change was	\$	888,661.75
The Net Amount Increased by this Change Order	\$	91,581.93
New Contract Sum Including this Change Order will be	\$	980,243.68
The Contract Time Will be Increased By		184 DAYS
The Date of Substantial Completion as of This Change Order is		6/1/2020

SIGNATURE PAGE

RECOMMENDED: (DLZ)

APPROVALS BY CITY OF STRONGSVILLE:


Project Manager Daniel R. Uhlir Date 3/27/2020

AGREED TO: (SCHIRMER CONSTRUCTION)

Schirmer Construction LLC

Contractor

31350 Industrial Parkway, North Olmsted, OH
Address


By Date 3/27/2020

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2020 – 049

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A FINAL ADDITIONAL MODIFICATION TO THE PROFESSIONAL CONSTRUCTION MANAGEMENT SERVICES CONTRACT BETWEEN THE CITY OF STRONGSVILLE AND DLZ OHIO, INC., IN CONNECTION WITH THE TLCI IMPLEMENTATION PROJECT AT PEARL ROAD AND ROYALTON ROAD WITHIN THE TOWN CENTER DISTRICT (CUY.-STRONGSVILLE TLCI; PID NO. 106723), AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Ordinance No. 2018-084, Council authorized the Mayor to enter into a contract with DLZ Ohio, Inc. for professional construction management services for the TLCI Implementation Project at Pearl Road and Royalton Road within the Town Center District (the "Project"); and

WHEREAS, this Project is part of the overall City-wide traffic signal upgrade program to improve traffic signalization, safety, and traffic flow in the City of Strongsville; and

WHEREAS, due to the fact that this is a federally funded project, it is required by the Ohio Department of Transportation that a construction manager be hired and that a representative of the construction manager be onsite at all times during construction; and

WHEREAS, by and through Ordinance No. 2019-131, Council authorized the Mayor to enter into a modification to the professional construction management services contract between the City and DLZ Ohio, Inc. in order to include modifications to the scope and cost of the contract; and

WHEREAS, due to manufacturing delays in connection with signal pole fabrication, installation of the new signal poles, curb ramps and traffic lights at the intersection of Royalton Road and Pearl Road was delayed; and

WHEREAS, therefore, in order to continue the required services to complete the project, the City's Engineer has now recommended that it would be in the City's best interests to include final additional modifications to the professional construction management services proposal by DLZ Ohio, Inc., all as more fully set forth in Exhibit A attached hereto and incorporated herein as if fully rewritten, and to provide additional payment for such modifications to the contract.

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

Section 1. That the Mayor be and is hereby authorized and directed to enter into a final additional modification to the professional construction management services contract, as recommended by the City Engineer and requested by the City, reflected in Exhibit A, and to direct the Director of Finance to make payment to **DLZ OHIO, INC.**, thereby increasing the total contract cost to \$175,286.17.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2020 - 049
Page 2

Section 2. That the funds necessary for this Ordinance have been appropriated and shall be paid from the General Capital Improvement 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 of the City, and for the further reason that it is immediately necessary to provide for further modifications to the project and cost proposal for construction management services in order to complete the project, to facilitate payment to the consultant for additional work requested by the City, to avoid potential legal problems, and 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	_____	_____
DeMio	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

Attest: _____
Clerk of Council

ORD. No. 2020-049 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

Pub Hrg. _____
Adopted: _____

CONTRACT MODIFICATION SUMMARY FOR
 CUY-US 42 Strongsville TLGI Project (PID #106723)
 Prepared for the City of Strongsville
 Prepared by DLZ Ohio, Inc.

DLZ Overhead: 155.02%
 Profit: 10%
 Multiplier: $((155.02\% + 100\%) \times 10\%) + (155.02\% + 100\%) = 2.80$

DLZ Rates (based off 2.80 multiplier)

Proj Mgr. PE (CPE)	\$137.20	ODOT Project Inspector	\$78.40
ODOT Traffic & Electrical Inspector	\$103.60	ODOT Project Inspector (Overtime)	\$92.40

This proposed modification was based on the following schedule:
 Construction Work: February to June 1st (10 weeks or 50 working days)
 Project Close-Out Work: June to July (Assume 80 hours total)

Task Description	Project Manager (CPE)	Project Inspector (Straight Time)	Project Inspector (Overtime)	Hours	Costs
Construction Services					
Management of Construction (CPE: 4hrs/wk)	40	400		40	\$ 5,488.00
Full time Project Inspection Straight Time (35 days x 8hrs/day)	10	70		400	\$ 31,360.00
Project Close-Out & ODOT Audit				80	\$ 6,860.00

Construction Services	50	470	520	\$ 43,708.00
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Direct Costs

Project Inspector Company Truck (ODOT Rate \$49/day x 50 days)

\$ 2,450.00

Direct Costs

\$ 2,450.00

TOTAL COST FOR REMAINING WORK:	\$46,158.00
LESS AMOUNT REMAINING ON CURRENT CONTRACT:	\$3,493.00
MODIFICATION AMOUNT REQUESTED:	\$42,725.00
CURRENT CONTRACT AMOUNT	\$132,561.17
REVISED CONTRACT INCLUDING THIS MODIFICATION:	\$175,286.17

EXHIBIT A

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2020 – 050

By: Mayor Perciak and All Members of Council

A RESOLUTION APPOINTING AN ASSESSMENT EQUALIZATION BOARD TO HEAR OBJECTIONS RELATIVE TO THE IMPROVEMENT OF WILLOW LANE BETWEEN CERTAIN TERMINI BY CONSTRUCTING SANITARY SEWERS, CATCH BASINS, AND MANHOLES, INSTALLING SANITARY SEWER SERVICE CONNECTIONS, AND REPLACING, WHERE NECESSARY, PAVEMENT, DRIVEWAY APRONS, STORM SEWERS AND CULVERTS, ALL TOGETHER WITH THE NECESSARY APPURTENANCES THERETO, 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 ROBERT R. LUCARELLI, JOHN W. RADY and NICK STEPANOVICH, three disinterested freeholders of this City, are appointed to act as an Assessment Equalization Board to hear and determine all timely written objections to the estimated special assessments for the cost of improving Willow Lane from a point approximately 230 feet west of its intersection with Prospect Road westerly to its terminus at a cul-de-sac by constructing sanitary sewers, catch basins and manholes, installing sanitary sewer service connections where they do not now exist, and replacing, where necessary, pavement, driveway aprons, storm sewers and culverts, all together with the necessary appurtenances thereto, and to equalize those special assessments as to them seems proper in accordance with law and with Resolution No. 2020-021 adopted by this Council on February 19, 2020.

Section 2. That the Board shall first meet for that purpose at the City of Strongsville Mike Kalinich, Sr. City Council Chambers, at 18688 Royalton Road, Strongsville, Ohio, on May 7, 2020 at 7:00 p.m., and upon the completion of its hearings and equalization shall report the equalized special assessments to Council. The Clerk of Council shall, at least five (5) days prior to the first meeting, send a notice of the hearing by certified mail to all persons who filed timely written objections.

Section 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council; and that all deliberations of 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 4. 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 this Resolution is required to be immediately effective to provide for the construction of the improvement, which is needed to eliminate hazards to the safety and health of the residents of the City by providing a system of centralized sewage collection, disposal and treatment. Therefore, provided this Resolution receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in

CITY OF STRONGSVILLE, OHIO
RESOLUTION NO. 2020 – 050
Page 2

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	_____	_____
DeMio	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

Attest: _____
Clerk of Council

RES.

ORD. No. 2020-050 Amended: _____

1st Rdg. _____ Ref: _____

2nd Rdg. _____ Ref: _____

3rd Rdg. _____ Ref: _____

Pub Hrg. _____ f: _____

Adopted: _____ eated: _____

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2020 – 051

By: Mayor Perciak and All Members of Council

**A RESOLUTION CONFIRMING PLANNING COMMISSION
APPROVAL OF THE FINAL SITE PLAN FOR TENNIS COURTS
AND A NEW PARKING LOT FOR THE STRONGSVILLE HIGH
SCHOOL STADIUM AT 20025 LUNN ROAD, IN THE CITY OF
STRONGSVILLE.**

WHEREAS, the Strongsville City Schools, through their agent, has submitted a final site plan to the Planning Commission for approval of six (6) new tennis courts and a new parking lot with fifty-nine (59) new parking spaces for overflow parking for the stadium on the east side of the stadium, to be located at 20025 Lunn Road, and further identified as PPN 393-26-003, zoned Public Facilities; and

WHEREAS, the Commission approved said final site plan at its meeting of February 27, 2020, subject to various specific conditions, all of which have now been satisfied.

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

Section 1. That this Council hereby confirms the City Planning Commission's approval of the final site plan submitted by the Strongsville City Schools for six (6) new tennis courts and a new parking lot with fifty-nine (59) new parking spaces for overflow parking for the stadium on the east side of the stadium, for property located at 20025 Lunn Road in the City of Strongsville, and further identified as PPN 393-26-003, subject to various conditions established by the Planning Commission, which have now been satisfied.

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

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

_____	Approved: _____
President of Council	Mayor
Date Passed: _____	Date Approved: _____

CITY OF STRONGSVILLE, OHIO
RESOLUTION NO. 2020 – 051
Page 2

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
DeMio	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

Attest: _____
Clerk of Council

RES.
ORD. No. 2020-051 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

Pub Hrg. _____
Adopted: _____ eated: _____

MEMORANDUM

TO: Aimee Pientka, Council Clerk
Neal Jamison, Law Director

FROM: Carol Brill, Administrative Assistant, Boards & Commissions

SUBJECT: Referrals to Council

DATE: March 31, 2020

Please be advised that at its meeting of February 27, 2020, the Strongsville Planning Commission gave Favorable Recommendation to the following;

STRONGSVILLE CITY SCHOOLS/ Jennifer Schumacher, Agent

Site Plan approval of 6 new tennis courts and a new parking lot with 59 new parking spaces for overflow parking for the stadium on the east side of the stadium for property located at 20025 Lunn Road, PPN 393-26-003 zoned Public Facility.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2020 – 052

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING AND APPROVING PARTICIPATION IN THE OHIO DEPARTMENT OF TRANSPORTATION ANNUAL SALT CONTRACT (018-21) FOR THE PURCHASE OF ROAD SALT FOR USE BY THE SERVICE DEPARTMENT OF THE CITY OF STRONGSVILLE DURING THE 2020-2021 SEASON; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO DO ALL THINGS NECESSARY TO ENTER INTO AGREEMENTS IN CONNECTION THEREWITH; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Strongsville, Cuyahoga County, (hereinafter referred to as the "Political Subdivision") hereby submits this written agreement to participate in the Ohio Department of Transportation's ("ODOT") annual road salt bid (018-21) in accordance with Ohio Revised Code 5513.01(B), and hereby agrees to all of the following terms and conditions in its participation of the ODOT annual road salt contract; and

WHEREAS, the Political Subdivision hereby agrees to be bound by all terms and conditions established by ODOT in the annual road salt contract and acknowledges that upon award of the contract by the Director of ODOT, it shall be bound by all such terms and conditions included in the contract; and

WHEREAS, the Political Subdivision hereby acknowledges that upon the Director of ODOT's signing of the annual road salt contract, it shall effectively form a contract between the awarded salt supplier and the Political Subdivision; and

WHEREAS, the Political Subdivision agrees to be solely responsible for resolving all claims or disputes arising out of its participation in the ODOT annual road salt contract, and agrees to hold the Department of Transportation harmless for any claims, actions, expenses, or other damages arising out of the Political Subdivision's participation in the annual road salt contract; and

WHEREAS, the Political Subdivision's electronic order for road salt will be the amount the Political Subdivision agrees to purchase from its awarded salt supplier at the delivered bid price per ton awarded by the Director of ODOT; and

WHEREAS, the Political Subdivision hereby requests through this participation agreement a total of **Eight Thousand (8,000)** tons of Sodium Chloride (Road Salt); and

WHEREAS, the Political Subdivision hereby agrees to purchase a minimum of 90% of its requested salt quantities from its awarded salt supplier during the contract's effective period; and

WHEREAS, the Political Subdivision hereby agrees to place orders with and directly pay the awarded salt supplier on a net 30 basis for all road salt it receives pursuant to the ODOT annual salt contract; and

WHEREAS, the Political Subdivision acknowledges that should it wish to rescind this participation agreement, it will do so by written, emailed request by no later than Friday, April 24 2020. The written, emailed request to rescind this participation agreement must be received by the ODOT Office of Contract Sales, Purchasing Section email: Contracts.Purchasing@dot.ohio.gov by the deadline. The Department, upon receipt, will respond that it has received the request and that it has effectively removed the Political Subdivision's participation request. Furthermore, it is the sole responsibility of the Political Subdivision to ensure ODOT has received this participation agreement, as well as the receipt of any request to rescind this participation agreement. The Department shall not be held responsible or liable for failure to receive a Political Subdivision's participation agreement and/or a Political Subdivision's request to rescind its participation agreement; and

WHEREAS, this Council wishes to take advantage of this opportunity in the purchase of road salt during the 2020-2021 season, through the State of Ohio Department of Transportation, Contract No. 018-21.

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

Section 1. That Council approves and authorizes the Mayor's request for authority in the name of the City of Strongsville to participate in Ohio Department of Transportation contracts for the purchase of road salt at a rate per ton to be determined through the ODOT bidding process for use by the Service Department of the City, in a total amount estimated at 8,000 tons for the winter season and contract, as outlined in the participation agreement herein, which contract(s) the Department will enter into pursuant to Revised Code Section 5513.01(B).

Section 2. That the City of Strongsville hereby agrees to be bound by the terms and conditions prescribed by the Director of the Ohio Department of Transportation for such purchases, and to directly pay the vendor under such contract of the Ohio Department of Transportation in which the City participates for the items it receives pursuant to the contract.

Section 3. That the Mayor and Director of Finance be and are hereby authorized to enter into and execute such agreements and documents as may be necessary to participate in the Ohio Department of Transportation annual salt contract.

Section 4. That the funds for the purposes of said contract have been appropriated shall be paid from the Street Construction, Maintenance & Repair Fund; and the State Highway Maintenance 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 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 participate in such program and purchase such road salt materials for the next winter season in order to provide continuity of services to residents of the City and in the operation of the Department of Public

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2020 – 052

Page 3

Service, to ensure safe passage on City streets, to comply with Ohio Department of Transportation deadlines, and 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	_____	_____
DeMio	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

Attest: _____
Clerk of Council

ORD. No. 2020-052 Amended: _____

1st Rdg. _____ Ref: _____

2nd Rdg. _____ Ref: _____

3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____

Adopted: _____ Defeated: _____

DEADLINE TO SUBMIT SALT 2020-2021 RESOLUTION/ORDINANCE PARTICIPATION FORM: FRIDAY, APRIL 24th

ODOT continues to monitor the current COVID-19 situation.

At this time, we have not made any decision on the POST or OPEN date of the next salt contract.

Local Municipalities have inquired about the current deadlines to submit your salt requests and resolutions. A decision on whether to extend this date has not been determined at this time. We understand that it may not be possible for Local Municipalities to meet and obtain a signed resolution by the April 24th deadline. ODOT will work those Local Municipalities that are unable to obtain a signed resolution by the deadline. However, we recommend that you submit the requested quantity through the electronic application as soon as you have determined this amount. This will allow us to gather your information and include it with the contract. A signed copy of the resolution should be submitted upon collection of the required signatures.

We recommend that you monitor this site weekly for any updates or possible extensions.

Each Political Subdivision **must** submit this electronic order form (BELOW) AND attach an approved, completed, and signed Resolution/Ordinance for the ODOT Salt Contract to be included in the Department's bidding opportunity for road salt. Upon the Director of ODOT's award of the contract, you will be bound to purchase at least 90% (and you can purchase up to 110%) of the salt quantities requested on this participation form.

[Link to Required Resolution/Ordinance Language](#)

1) You cannot use previously submitted or approved resolutions/ordinances. No exceptions.

2) ALL ORDERS WILL BE BASED ON THIS ELECTRONIC SUBMISSION

By submitting the electronic participation form below AND attaching a completed and signed Resolution/Ordinance (link above) for the ODOT Salt Contract (018-21), you will be included in the Department's bidding opportunity for road salt and, upon the Director of ODOT's award of the contract, bound to purchase at least 90% (and you can purchase up to 110%) of the salt quantities requested.

3) Submission Receipt

Each Political Subdivision will receive a "submission receipt" via email verifying submitted tonnages. It is each Political Subdivision's responsibility to verify this information has been received and that all information is correct.

4) HOW TO MAKE CHANGES TO AN ALREADY SUBMITTED PARTICIPATION FORM

If you need to make any changes to your information after it has already been submitted, you must do so by no later than **5:00 PM on Friday, April 24th, 2020**. To make changes to an already submitted form you must re-submit the ENTIRE FORM WITH ALL INFORMATION FILLED OUT (including attached resolution/ordinance) and it will automatically overwrite the information you had previously submitted.

Salt Resolution/Ordinance Participation Form

Thank you for your submission.

County: Cuyahoga

Political Subdivision: City of Strongsville

Authorized Person: Joe Walker

City: City of Strongsville

Contact for Ordering: Elaine Barnhart

EmailAddress: elaine.barnhart@strongsville.org

Phone: 440-580-3170 or 440-580-3174

Tons Requested: 8,000

1st Stockpile Address - Include Zip: 16099 Foltz Parkway

2nd Stockpile Address - Include Zip: 15715 Royalton Road

3rd Stockpile Address - Include Zip: Sprague Rd. & Pearl Rd.

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2020 – 053

By: Mayor Perciak and All Members of Council

**A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE
FOR BIDS FOR THE MUNICIPAL OFFICE PARKING LOT
RESURFACING PROJECT FOR THE DEPARTMENT OF
PUBLIC SERVICE OF THE CITY OF STRONGSVILLE.**

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

Section 1. That the Mayor be and is hereby authorized to advertise for bids for the Municipal Office Parking Lot Resurfacing Project for the Department of Public Service of the City of Strongsville consisting of removal and replacement of asphalt pavement, including full depth repairs, pavement striping and ADA signage, in accordance with specifications on file in the office of the Director of Public Service, which are in all respects hereby approved.

Section 2. That the funds for the purposes of this Resolution have been appropriated and shall be paid from the Street Construction, Maintenance and Repair Fund, and the General Capital Improvement Fund.

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

Section 4. 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	_____	_____
DeMio	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

Attest: _____
Clerk of Council

RES.

ORD. No. 2020-053 Amended: _____

1st Rdg. _____ Ref: _____

2nd Rdg. _____ Ref: _____

3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____

Adopted: _____ Defeated: _____

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2020 – 054

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO APPLY FOR FINANCIAL ASSISTANCE UNDER THE DRUG ABUSE RESISTANCE EDUCATION ("DARE") LAW ENFORCEMENT GRANTS PROGRAM; AUTHORIZING ACCEPTANCE OF FUNDS, AND DECLARING AN EMERGENCY.

WHEREAS, in 1993, the Ohio General Assembly and the Governor established the DARE Grants Program within the Office of the Ohio Attorney General now codified in Ohio Revised Code Section 4511.191F(4); and

WHEREAS, the primary purpose of the DARE Grants Program is to provide funds to local law enforcement agencies, specifically for the salaries of certified DARE officers teaching or planning to teach the approved DARE curriculum in the local schools; and

WHEREAS, the Grants Program provides matching funds to defray the costs of an officer's salary, excluding fringe benefits, up to 50% for a certified DARE officer and also provides a percentage of the cost for School Resource Officers; and

WHEREAS, the City again wishes to apply for such funding in order to assist it with the salaries of one (1) certified DARE officer and two (2) certified School Resource Officers, for the 2020-2021 school year; and

WHEREAS, when the City is advised that its application for funding under the DARE Grant Program is approved, the City is desirous of accepting such award.

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

Section 1. That the Mayor and other appropriate officers of the City be and are hereby authorized and directed to execute and file an application with the Office of the Attorney General of Ohio, under the 2020-2021 DARE Grants Program for funding for the salary of one (1) certified DARE officer and two (2) certified School Resource Officers, to provide the required assurances therein, and to provide all information and documentation required in said application, all as set forth in the application on file with the Chief of Police.

Section 2. That this Council hereby approves the acceptance of any award of funding under such DARE Grant Program for the 2020-2021 school year, and hereby authorizes the Mayor, Director of Finance, Chief of Police, and/or other appropriate officers of the City to do all things necessary in furtherance thereof.

Section 3. That the monies received and the funds required to meet the City's obligation under said application, if any, have been appropriated and are to be paid respectively into and from the General Fund.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2020 – 054
Page 2

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

Section 5. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that the prompt execution of such application is required in order to request funding for the 2020-2021 school year, to continue to educate students concerning drug abuse, and 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	_____	_____
DeMio	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

Attest: _____
Clerk of Council

ORD. No. 2020-054 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2020 – 055

By: Mayor Perciak and All Members of Council

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A
MUTUAL AID AGREEMENT ON BEHALF OF THE CITY OF
STRONGSVILLE WITH THE BOARD OF PARK COMMISSIONERS
OF THE CLEVELAND METROPOLITAN PARK DISTRICT FOR THE
MUTUAL INTERCHANGE OF POLICE PROTECTION SERVICES,
AND DECLARING AN EMERGENCY.**

WHEREAS, the preservation of the public peace and safety in neighboring jurisdictions enhances the public peace and safety in the City of Strongsville, and it is, therefore, deemed to be in the best interest of the inhabitants of the City of Strongsville to render police assistance on occasion to neighboring jurisdictions; and

WHEREAS, the City of Strongsville is a charter municipality with home rule powers; and

WHEREAS, Ohio Revised Code Section 737.04 authorizes the legislative authority of any municipal corporation to enter into contracts with park districts created pursuant to Section 1545.01 of the Revised Code for the services of police departments or use of police equipment, or the interchange of the service of police departments or use of police equipment; and

WHEREAS, the Board of Park Commissioners of the Cleveland Metropolitan Park District ("Park District") was created pursuant to Section 1545.01 of the Revised Code; and

WHEREAS, Section 1545.131 of the Revised Code authorizes the Board of Park Commissioners to enter into contracts with one or more municipal corporations to allow the use of Park District police or law enforcement officers designated under Section 1545.13 of the Revised Code to perform any police function, exercise any police power, or render any police service on behalf of the contracting entity that the entity may perform, exercise, or render; and

WHEREAS, therefore, it is the desire of the City of Strongsville and the Park District to enter into an agreement providing for mutual police protection services in accordance with the terms and conditions set forth in the *Mutual Aid Agreement* attached hereto as Exhibit A.

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

Section 1. That the Mayor be and is hereby authorized and directed, on behalf of the City of Strongsville, to enter into a *Mutual Aid Agreement* with the Board of Park Commissioners of the Cleveland Metropolitan Park District for the mutual interchange of police protection services and equipment, as set forth in the Agreement attached hereto as Exhibit A and made a part hereof.

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2020 – _____

Page 2

Section 3. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that the mutual interchange of police protection will provide for efficient and vital police services. 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	_____	_____
DeMio	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

Attest: _____
Clerk of Council

ORD. No. 2020-055 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

**Mutual Aid Agreement by and between
The City of Strongsville on behalf of the
Strongsville Police Department
and**

**The Board of Park Commissioners of the Cleveland Metropolitan Park District on
behalf of the Cleveland Metroparks Police Department**

This agreement is entered into by and between the City of Strongsville, on behalf of the Strongsville Police Department, ("City"), pursuant to Resolution No. _____, and the Board of Park Commissioners of the Cleveland Metropolitan Park District on behalf of the Cleveland Metroparks Police Department, ("Park District"), pursuant to Resolution No. _____, on this _____ day of _____, 2020.

WHEREAS, the mutual concerns of the City and the Park District are to provide for more efficient police services; and

WHEREAS, O.R.C. §737.04 authorizes the legislative authority of any municipal corporation to enter into contracts with park districts created pursuant to section 1545.01 of the Revised Code for the services of police departments or use of police equipment, or the interchange of the service of police departments or use of police equipment; and

WHEREAS, The Park District was created pursuant to O.R.C. §1545.01 of the Revised Code; and

WHEREAS, O.R.C. §1545.131 authorizes the board of park commissioners to enter into contracts with one or more municipal corporations, to allow the use of park district police or law enforcement officers designated under O.R.C. §1545.13 of the Revised Code to perform any police function, exercise any police power, or render any police service on behalf of the contracting entity that the entity may perform, exercise, or render.

NOW, THEREFORE, in consideration of the promises and obligations herein, the parties hereby agree as follows:

SECTION 1. AUTHORITY

a. The parties acknowledge that the Police Officers serving the City and the Police Officers serving the Park District are certified, pursuant to O.R.C. §109.77 and are duly authorized by the State of Ohio as law Enforcement Officers for their specified jurisdictions. Therefore, no oath of office need be administered by the responding officers or by the authorities of the requesting jurisdiction.

b. Each party has primary jurisdiction to enforce the laws of the State of Ohio within their established boundaries.

c. Whenever the City's police officers are rendering assistance to the Park District in areas within the boundaries of the Park District, they shall have full police authority commensurate with the authority employed by the Park District's police officers. Whenever the Park District's police officers are rendering assistance to the City in areas within the limits of the City, they shall have full police authority commensurate with the authority employed by the City's police officers.

SECTION 2. REQUESTS FOR ASSISTANCE

a. Emergency Services. In the event of an emergency, as determined by the party requesting assistance, each party agrees to furnish such police services as are requested by the other; provided, however, that such

services can be provided the opinion of City's Chief of Police or designee or the Park District's Chief of Police or designee, or the highest ranking on duty police supervisor of the party from whom the assistance is requested.

b. Non-emergency Services. In a non-emergency situation, The City may provide police services to the Park District and the Park District may provide police services to the City as is requested by the other, provided, however, that such services can be provided to the requesting party. Request for non-emergency police services shall be approved by the Chief of Police or designee, on behalf of the City and the Chief of Police or designee, on behalf of the Park District, or the highest ranking on duty police supervisor of the party from whom the assistance is requested.

c. In any situation in which assistance is provided pursuant to this Agreement, the requesting party's officer in charge shall have operational control over any equipment and personnel provided by the responding party. Personnel of the responding party may refuse any orders that are illegal, improper or which would violate any rules maintained by the responding party.

SECTION 3. REPORTING. Extraterritorial enforcement action taken by a member of either party shall be reported to the requesting agency. The officer in charge of the requesting agency shall make the final determination as to which agency will take enforcement action against the person suspected of committing a violation of state law or other law.

SECTION 4. COSTS. The parties agree that there shall be no reimbursement for the rendering of police services and there shall be no reimbursement for loss or damage to equipment or other property while engaged in the performance of the services to be provided under this Agreement. No charge shall be made for services rendered pursuant to the terms of this Agreement, it being understood that the mutual promises contained herein serve as adequate consideration.

SECTION 5. LIABILITY. In no case shall any party requesting or rendering assistance under this Agreement be liable in damages to any party hereto or to contractual obliges for any cause which in any way relates to or arises out of a request for assistance under this Agreement or any response thereto, including but not limited to, failure to answer any police call for assistance, lack of speed in answering any call, any inadequacy of equipment, negligent operation of equipment, the use of police equipment and/or personnel pursuant to this Agreement, or for Workers Compensation premium assessments or awards. Each party shall assume the cost of damage to or loss of its equipment or apparatus while operating under this Agreement and hereby waives the right to seek compensation from the other party or its employees for such damage or loss.

a. The parties intend for the responding agency and their officers to enjoy the fullest privileges and immunities available to officers of the requesting agency pursuant to Chapter 2744 of the Ohio Revised Code.

SECTION 6. INSURANCE.

a. For so long as this MOU is in effect, the parties shall maintain the following insurance: (i) commercial general liability insurance; (ii) law enforcement liability insurance, and; (iii) commercial auto liability insurance for owned, hired and non- owned automobiles. Each such policy shall insure against claims for bodily injury (including death) and property damage. Each of the aforementioned insurance policies shall have a limit of not less than One Million Dollars (\$1,000,000) per occurrence and include an endorsement naming each other as an additional insured. In addition, each party shall carry umbrella coverage that extends over the above-referenced liability insurance coverage of not less than \$5 million.

b. In the event that either party to the Agreement is self-insured for bodily injury (including death) and property damage occasioned by the activities conducted under this MOU, that party shall maintain a self-insured reserve or restricted fund up to commercially reasonable limits, but not less than One Million Dollars (\$1,000,000) per occurrence. Promptly upon request, the responding self-insured party shall provide a letter of confirmation with respect to such self-insured or restricted fund reserve. In addition, each self-insured party shall carry umbrella coverage that extends over the self-insured fund, of not less than \$5 million.

c. Within thirty (30) days of execution of this Agreement, each party shall deliver certificates of the insurance required herein to the other party.

SECTION 7. Personnel of the responding party shall be considered to be acting within the scope of their employment with the responding party at all times when providing services pursuant to this Agreement and will not be considered employees of the Requesting Party for any purpose. Each party to this Agreement will be responsible for all forms of compensation and benefits owing to its employees for services performed under this Agreement including, but not limited to, Workers Compensation, pension benefits, equipment and uniforms. Under no circumstances will a Requesting Party be required to assume any employment-related obligations or expenses for personnel of a responding party by virtue of having made a request for assistance under this Agreement.

SECTION 8. This Agreement shall remain in effect indefinitely with respect to each party hereto. Any party may terminate the Agreement upon giving thirty days written notice to the other party.

SECTION 9. This Agreement shall become operative as to the undersigned parties when executed by both of them.

IN WITNESS WHEREOF, the City and the Park District, each by its duly authorized representative, have entered into this Agreement pursuant to the authority of its appropriate legislative authority, effective as of the date set forth above.

Board of Park Commissioners
of the Cleveland Metropolitan Park District

City of Strongsville

Brian M Zimmerman, CEO Date

Tom Perciak, Mayor Date

Authorized and approved by:

Authorized and approved by:

Katherine Dolan, Chief of Police Date

Mark Fender, Chief of Police Date

Approved as to legal form:

Approved as to legal form:

Rosalini M. Fini, Date
Chief Legal & Ethics Officer

Legal Director Date

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2020 – 056

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ISSUE AND APPROVE CHANGE ORDER NOS. 1, 2, 3, 4, 5, 6 and 7 (FINAL) FOR AN INCREASE IN THE CONTRACT PRICE IN ACCORDANCE WITH THE PROVISIONS OF THE CONTRACT BETWEEN THE CITY OF STRONGSVILLE AND APEX CONSTRUCTION & MANAGEMENT CO., INC., IN CONNECTION WITH THE HVAC AND LIGHTING SYSTEM REPLACEMENT AT FIRE STATION NO. 1, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Ordinance No. 2019-158, Council authorized the Mayor to enter into a contract with Apex Construction & Management Co., Inc. in connection with the HVAC and lighting system replacement at Fire Station No. 1 (the "contract") in an amount not to exceed \$427,213.00 (the "Project"); and

WHEREAS, the City's Building Commissioner and Fire Chief have now recommended that it would be in the best interests of the City to include changes in the work performed or to be performed by Apex Construction & Management Co., Inc., generally being additional work not contemplated in the original contract due to unforeseen conditions and additional work requested by the City, all as more fully set forth in Change Orders 1, 2, 3, 4, 5, 6 and 7 attached hereto as Exhibits A through G, and incorporated herein as if fully rewritten, in the total amount of \$49,998.07, for a new total contract price of \$477,211.07.

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

Section 1. That the Mayor be and is hereby authorized and directed to issue and approve Change Orders 1, 2, 3, 4, 5, 6 and 7 in the total amount of \$49,998.07, as recommended by the City's Building Commissioner and Fire Chief; and after the issuance and approval of said Change Orders, to direct the Director of Finance to make payment to **APEX CONSTRUCTION & MANAGEMENT CO., INC.**, in the additional amount of \$49,998.07, thereby increasing the contract price to \$477,211.07, in compliance with the terms and conditions of the contract.

Section 2. That the funds for the purposes of this Ordinance have been appropriated and shall be paid from the General Capital Improvement Fund, and the Director of Finance be and is hereby authorized and directed to issue the City's warrant in accordance with the terms and conditions of such contract.

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
ORDINANCE NO. 2020 – 056
Page 2

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 it is necessary to adjust the contract amount and render payment, to provide for the efficient, safe and continuous operation of the Fire Department, and 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	_____	_____
DeMio	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

Attest: _____
Clerk of Council

ORD. No. 2020-056 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CHANGE ORDER

Order No. 1

Date: 12/4/19

Agreement Date: _____

Name of PROJECT: the HVAC & Lighting System Replacement for the Strongsville Fire Station No.1 located at 11297 Webster Road, Strongsville, Ohio 44136

OWNER: City of Strongsville

CONTRACTOR: Apex Construction & Management Co., Inc.

The following changes are hereby made to the CONTRACTOR DOCUMENTS:

Justification:

Change to CONTRACT PRICE: \$3,800.93
Original CONTRACT PRICE \$ 427,213.00

Current CONTRACT PRICE adjusted by Previous CHANGE ORDER \$ 427,213.00

The CONTRACT PRICE due to this CHANGE ORDER will be (increased) (decreased) by: \$3,800.93.

The new CONTRACT PRICE including this CHANGE ORDER will be \$431,013.93.

Change to CONTRACT TIME:

The CONTRACT TIME will be (increased) (decreased) by — 0 — calendar day(s).

The date for completion of all WORK will be 2-24-2020 (Date).

Requested by: Shaju Shahjahan, Apex Construction & Management Co., Inc.

Recommended by: Tony Biondilo

Accepted by: 

Federal Agency Approval (where applicable): _____

EXHIBIT A

CHANGE ORDER

Order No. 2
Date: 12/5/19
Agreement Date: _____

Name of PROJECT: **the HVAC & Lighting System Replacement for the Strongsville Fire Station No.1 located at 11297 Webster Road, Strongsville, Ohio 44136**

OWNER: City of Strongsville

CONTRACTOR: Apex Construction & Management Co., Inc.

The following changes are hereby made to the CONTRACTOR DOCUMENTS:

Justification:

Original CONTRACT PRICE	\$427,213.00
Previously Approved Change Order	\$3,800.93
Original Contract plus Approved COs	\$431,013.93
Change Order # 2	\$8,208.59
Contract and Approved Change Orders	\$439,222.52

The new CONTRACT PRICE including this CHANGE ORDER will be \$439,222.52.


Change to CONTRACT TIME:

The CONTRACT TIME will be (increased) (decreased) by - 0 -
calendar day(s).

The date for completion of all WORK will be 2-24-2020 (Date).

Requested by: Shaju Shahjahan, Apex Construction & Management Co., Inc.

Recommended by: Tony Biondilo

Accepted by: 

Federal Agency Approval (where applicable): _____

EXHIBIT B

CHANGE ORDER

Order No. 3

Date: 12/17/19

Agreement Date: _____

Name of PROJECT: **the HVAC & Lighting System Replacement for the Strongsville Fire Station No.1 located at 11297 Webster Road, Strongsville, Ohio 44136**

OWNER: City of Strongsville

CONTRACTOR: Apex Construction & Management Co., Inc.

The following changes are hereby made to the CONTRACTOR DOCUMENTS:

Justification:

Original CONTRACT PRICE	\$427,213.00
Previously Approved Change Order	\$12,009.52
Original Contract plus Approved COs	\$439,222.52
Change Order # 2	\$701.89
Contract and Approved Change Orders	\$439,924.41

The new CONTRACT PRICE including this CHANGE ORDER will be \$439,222.52.

Change to CONTRACT TIME:

The CONTRACT TIME will be (increased) (decreased) by 0
calendar day(s).

The date for completion of all WORK will be 2-24-2020 (Date).

Requested by: Shaju Shahjahan, Apex Construction & Management Co., Inc.

Recommended by: Tony Biondilo

Accepted by:  12-19-19

Federal Agency Approval (where applicable): _____

EXHIBIT C

CHANGE ORDER

Order No. 4
Date: 1/8/20
Agreement Date: _____

Name of PROJECT: **the HVAC & Lighting System Replacement for the Strongsville Fire Station No.1 located at 11297 Webster Road, Strongsville, Ohio 44136**

OWNER: City of Strongsville

CONTRACTOR: Apex Construction & Management Co., Inc.

The following changes are hereby made to the CONTRACTOR DOCUMENTS:

Justification:

Original CONTRACT PRICE	\$427,213.00
Previously Approved Change Order	\$12,711.41
Original Contract plus Approved COs	\$439,924.41
Change Order # 4	\$3,544.61
Contract and Approved Change Orders	\$443,469.02

The new CONTRACT PRICE including this CHANGE ORDER will be \$443,469.02.

Change to CONTRACT TIME:

The CONTRACT TIME will be (increased) (decreased) by 0
calendar day(s).

The date for completion of all WORK will be 2-24-2020 (Date).

Requested by: Shaju Shahjahan, Apex Construction & Management Co., Inc.

Recommended by: Tony Biondilo

Accepted by:  1-10-20

Federal Agency Approval (where applicable): _____

EXHIBIT D

CHANGE ORDER

Order No. 5

Date: 2/6/2020

Agreement Date: _____

Name of PROJECT: **the HVAC & Lighting System Replacement for the Strongsville Fire Station No.1 located at 11297 Webster Road, Strongsville, Ohio 44136**

OWNER: City of Strongsville

CONTRACTOR: Apex Construction & Management Co., Inc.

The following changes are hereby made to the CONTRACTOR DOCUMENTS:

Justification:

Original CONTRACT PRICE	\$427,213.00
Previously Approved Change Order	\$16,256.02
Original Contract plus Approved COs	\$443,469.02
Change Order # 5	\$1,695.25
Contract and Approved Change Orders	\$445,164.27

The new CONTRACT PRICE including this CHANGE ORDER will be \$445,164.27.

Change to CONTRACT TIME:

The CONTRACT TIME will be (increased) (decreased) by 0
calendar day(s).

The date for completion of all WORK will be 2-24-2020 (Date).

Requested by: Shaju Shahjahan, Apex Construction & Management Co., Inc.

Recommended by: Tony Biondilo

Accepted by: 

Federal Agency Approval (where applicable): _____

EXHIBIT E

CHANGE ORDER

Order No. 6

Date: 2/11/2020

Agreement Date: _____

Name of PROJECT: the HVAC & Lighting System Replacement for the Strongsville Fire Station No.1 located at 11297 Webster Road, Strongsville, Ohio 44136

OWNER: City of Strongsville

CONTRACTOR: Apex Construction & Management Co., Inc.

The following changes are hereby made to the CONTRACTOR DOCUMENTS:

Justification:

Original CONTRACT PRICE	\$427,213.00
Previously Approved Change Order	\$17,951.27
Original Contract plus Approved COs	\$445,164.27
Change Order # 5	\$29,072.67
Contract and Approved Change Orders	\$474,236.94

The new CONTRACT PRICE including this CHANGE ORDER will be ~~\$445,164.27~~ \$474,236.94

Change to CONTRACT TIME:

The CONTRACT TIME will be (increased) (decreased) by 0 calendar day(s).

The date for completion of all WORK will be 2-24-2020 (Date).

Requested by: Shaju Shahjahan, Apex Construction & Management Co., Inc.

Recommended by: Tony Biondilo

Accepted by: [Signature]

Federal Agency Approval (where applicable): _____

EXHIBIT F

CHANGE ORDER

Order No. 7

Date: 2/26/2020

Agreement Date: _____

Name of PROJECT: the HVAC & Lighting System Replacement for the Strongsville Fire Station No.1 located at 11297 Webster Road, Strongsville, Ohio 44136

OWNER: City of Strongsville

CONTRACTOR: Apex Construction & Management Co., Inc.

The following changes are hereby made to the CONTRACTOR DOCUMENTS:

Justification:

Original CONTRACT PRICE	\$427,213.00
Previously Approved Change Order	\$47,023.94
Original Contract plus Approved COs	\$474,236.94
Change Order # 7	\$2,974.13
Contract and Approved Change Orders	\$477,211.07

The new CONTRACT PRICE including this CHANGE ORDER will be ~~\$445,164.27~~ \$477,211.07

Change to CONTRACT TIME:

The CONTRACT TIME will be (increased) (decreased) by 0 calendar day(s).

The date for completion of all WORK will be 2-24-2020 (Date).

Requested by: Shaju Shahjahan, Apex Construction & Management Co., Inc.

Recommended by: Tony Biondilo

Accepted by: [Signature]

Federal Agency Approval (where applicable): _____

EXHIBIT G

Fire Station # 1 HVAC & Lighting Project

CO #	Description	CO Amount
1	Remove wall between boiler room and hallway. Install new door, frame and hardware for new 5' opening	\$ 3,800.93
2	Provide new sprinkler heads in areas where the coverage area was obstructed with the installation of new vav boxes above the ceiling.	\$ 8,208.59
3	Install new drywall in basement room #102 where existing wall was damaged due to water intrusion from prior leaks. Wall was damaged prior to the issuance of this contract.	\$ 701.89
4	Install new light fixtures to match fixtures installed in the apparatus bay for workout room.	\$ 3,544.61
5	Re-install speakers within renovated areas. Speakers were NOT included in this contract.	\$ 1,695.25
6	Relocate existing domestic water supply to the facility. Includes a new hot water tank and associated plumbing.	\$ 29,072.67
7	Paint new drywall on lower level and new door to boiler room.	\$ 2,974.13
		\$ 49,998.07
	Original contract price	\$ 427,213.00
	Change orders	\$ 49,998.07
	TOTAL CONTRACT	\$ 477,211.07

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2020 - 057
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 2020 AND REPEALING ORDINANCE NUMBER 2019-190.

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:

General Fund - 101					
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
101	Total General Fund	\$ 19,269,500.00	\$ 8,785,000.00	\$ 11,332,000.00	\$ 39,386,500.00
Special Revenue Funds - 200					
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
203	Police Pension	\$ 1,446,900.00	\$ -	\$ -	\$ 1,446,900.00
204	Street Construction & Maintenance	5,371,300.00	11,717,300.00	-	17,088,600.00
205	State Highway Maintenance	-	149,600.00	-	149,600.00
206	Motor Vehicle License Tax	-	970,000.00	-	970,000.00
207	Emergency Vehicle Fund	-	697,500.00	-	697,500.00
208	Fire Levy	8,012,900.00	845,000.00	-	8,857,900.00
209	Fire Pension	1,561,400.00	-	-	1,561,400.00
211	Clerk of Court	-	40,000.00	-	40,000.00
212	Drainage Levy	-	2,288,000.00	-	2,288,000.00
214	Multi-Purpose Complex	3,368,400.00	1,921,400.00	-	5,289,800.00
215	Southwest General Hospital	-	358,933.00	-	358,933.00
216	Law Enforcement Federal Seizures	-	7,000.00	-	7,000.00
217	Law Enforcement State Seizures	-	12,000.00	-	12,000.00
218	Law Enforcement Drug Fine	-	400.00	-	400.00
219	Law Enforcement DWI/DUI	-	10,000.00	-	10,000.00
220	Tree Fund	-	127,000.00	-	127,000.00
222	Community Diversion	11,300.00	8,500.00	-	19,800.00
223	Bond Escrow	-	700,000.00	-	700,000.00
224	Earned Benefits	455,800.00	-	-	455,800.00
200	Total Special Revenue Funds	\$ 20,228,000.00	\$ 19,852,633.00	\$ -	\$ 40,080,633.00
Debt Service Funds - 300					
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
331	General Bond Retirement	\$ -	\$ 3,482,600.00	\$ -	\$ 3,482,600.00
333	Pearl Road TIF # 1	-	1,094,500.00	-	1,094,500.00
334	Royalton Road TIF	-	209,000.00	-	209,000.00
335	Pearl Road TIF # 2	-	51,500.00	-	51,500.00
336	Pearl Road TIF # 3	-	103,000.00	-	103,000.00
337	Westwood Commons TIF	-	36,000.00	-	36,000.00
338	Giant Eagle TIF	-	103,000.00	-	103,000.00
339	GETGO TIF	-	61,800.00	-	61,800.00
340	Clover Senior TIF	-	144,200.00	-	144,200.00
341	Pearl Road TIF # 4	-	103,000.00	-	103,000.00
342	Cane's/Chase TIF	-	-	-	-
300	Total Debt Service Funds	\$ -	\$ 5,388,600.00	\$ -	\$ 5,388,600.00
Capital Improvement Capital Project Funds - 400					
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
441	Recreation Capital Improvement	\$ -	\$ 50,000.00	\$ -	\$ 50,000.00
442	General Capital Improvement	-	10,289,900.00	-	10,289,900.00
447	TIF Capital Improvements Fund	-	11,879,350.00	-	11,879,350.00
400	Total Capital Project Funds	\$ -	\$ 22,219,250.00	\$ -	\$ 22,219,250.00

Enterprise Funds - 500				
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances
551	Sanitary Sewer	\$ 1,874,800.00	\$ 8,260,035.00	\$ -
		\$ 10,134,835.00		

Internal Service Fund - 600				
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances
661	Health Insurance Reserve	\$ -	\$ 6,677,900.00	\$ -
664	Worker's Compensation Reserve	-	694,000.00	-
600	Total Internal Service Funds	\$ -	\$ 7,371,900.00	\$ -
		\$ 7,371,900.00		
Grand Total All Funds		\$ 41,372,300.00	\$ 71,877,418.00	\$ 11,332,000.00
		\$ 124,581,718.00		

Itemized list of Transfers and Advances by Fund	
Description	Amount
General Fund to Street Construction Fund	\$ 3,700,000.00
General Fund to Fire Levy Fund	3,000,000.00
General Fund to Multi-Complex Fund	2,000,000.00
General Fund to Police Pension Fund	900,000.00
General Fund to Fire Pension Fund	1,032,000.00
General Fund to Drainage Levy Fund	500,000.00
General Fund to Tree Fund	100,000.00
General Fund to General Capital Improvement Fund	100,000.00
Total Transfers	\$ 11,332,000.00

Section 2: That all expenditures within the fiscal year ending December 31, 2020 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

	Yea	Nay
Carbone	_____	_____
DeMio	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

ORD. No. 2020-057 Amended: _____

1st Rdg. _____ Ref: _____

2nd Rdg. _____ Ref: _____

3rd Rdg. _____ Ref: _____

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	\$ 366,100.00	\$ 46,000.00	\$ -	\$ 412,100.00
011411	Mayors Office	264,000.00	14,900.00	-	278,900.00
015412	Police Department	10,256,900.00	1,891,800.00	-	12,148,700.00
011413	Human Resources	252,000.00	69,900.00	-	321,900.00
011414	Finance Department	558,000.00	21,600.00	-	579,600.00
011415	Legal Department	523,500.00	125,900.00	-	649,400.00
011416	Communication & Technology	702,400.00	704,700.00	-	1,407,100.00
011417	Building Department	1,109,700.00	207,300.00	-	1,317,000.00
011418	Mayors Court	180,800.00	328,300.00	-	509,100.00
011420	Rubbish Department	-	2,662,300.00	-	2,662,300.00
011421	Cemetery Department	137,400.00	266,000.00	-	403,400.00
011422	Architectural Board of Review	-	4,000.00	-	4,000.00
011423	Planning Commission	119,300.00	63,500.00	-	182,800.00
011424	Civil Service	-	31,400.00	-	31,400.00
011425	Board of Appeals	-	16,000.00	-	16,000.00
011428	Parks Department	115,500.00	476,000.00	-	591,500.00
011429	Public Safety	175,300.00	-	-	175,300.00
011430	General Miscellaneous	-	1,447,100.00	-	1,447,100.00
011435	Economic Development	170,800.00	108,600.00	-	279,400.00
015415	OPID Grant	38,300.00	11,700.00	-	50,000.00
015414	Corrections Officers	934,200.00	150,700.00	-	1,084,900.00
015413	Regional Dispatch Center	3,365,300.00	137,300.00	-	3,502,600.00
011468	Non Government Transfers	-	-	11,332,000.00	11,332,000.00
	Total General Fund	\$ 19,269,500.00	\$ 8,785,000.00	\$ 11,332,000.00	\$ 39,386,500.00
031000	Police Pension	1,446,900.00	-	-	1,446,900.00
046419	Street Repairs	4,455,700.00	9,970,900.00	-	14,426,600.00
046426	Traffic Signal Maintenance	115,200.00	185,000.00	-	300,200.00
046427	Snow Removal	-	750,400.00	-	750,400.00
046433	Municipal Garage	800,400.00	811,000.00	-	1,611,400.00
056000	State Highway Maintenance	-	149,600.00	-	149,600.00
066000	Motor Vehicle License Tax	-	970,000.00	-	970,000.00
075000	Emergency Vehicle Fund	-	697,500.00	-	697,500.00
085000	Fire Levy	8,012,900.00	598,800.00	-	8,611,700.00
085001	Fire Station Ward 1	-	67,200.00	-	67,200.00
085002	Fire Station Ward 2	-	47,500.00	-	47,500.00
085003	Fire Station Ward 3	-	32,500.00	-	32,500.00
085004	Fire Station Ward 4	-	99,000.00	-	99,000.00
095000	Fire Pension	1,561,400.00	-	-	1,561,400.00
111000	Clerk of Court	-	40,000.00	-	40,000.00
121000	Drainage Levy	-	2,288,000.00	-	2,288,000.00
143304	Sports Programs	327,900.00	254,000.00	-	581,900.00
143305	Recreation Administration	481,100.00	736,900.00	-	1,218,000.00
143306	Fitness	456,200.00	176,400.00	-	632,600.00
143310	Aquatics	701,600.00	116,300.00	-	817,900.00
143311	Recreation Programs	259,400.00	47,200.00	-	306,600.00
143430	Special Events	-	14,900.00	-	14,900.00
143431	Old Town Hall	8,900.00	18,800.00	-	27,700.00
143439	Senior Services	633,500.00	311,400.00	-	944,900.00
143451	Recreation Maintenance	499,800.00	209,000.00	-	708,800.00
143500	Program Refunds	-	36,500.00	-	36,500.00
152000	Southwest General Hospital	-	358,933.00	-	358,933.00
165000	Law Enforcement Federal Seizures	-	7,000.00	-	7,000.00
175000	Law Enforcement State Seizures	-	12,000.00	-	12,000.00
185000	Law Enforcement Drug Fine	-	400.00	-	400.00
195000	Law Enforcement DWI/DUI	-	10,000.00	-	10,000.00
204000	Tree Maintenance	-	127,000.00	-	127,000.00
225000	Community Diversion	11,300.00	8,500.00	-	19,800.00
223100	Bond Escrow	-	700,000.00	-	700,000.00
224000	Earned Benefits	455,800.00	-	-	455,800.00
	Total Special Revenue Funds	\$ 20,228,000.00	\$ 19,852,633.00	\$ -	\$ 40,080,633.00

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

Dept #	Department	Personal Service	Other	Transfers & Advances	Total
311000	General Bond Retirement	-	3,482,600.00	-	3,482,600.00
333000	Pearl Road TIF # 1	-	1,094,500.00	-	1,094,500.00
334000	Royalton Road TIF	-	209,000.00	-	209,000.00
335000	Pearl Road TIF # 2	-	51,500.00	-	51,500.00
336000	Pearl Road TIF # 3	-	103,000.00	-	103,000.00
337000	Westwood Commons TIF	-	36,000.00	-	36,000.00
338000	Giant Eagle TIF	-	103,000.00	-	103,000.00
339000	GETGO TIF	-	61,800.00	-	61,800.00
340000	Clover Senior TIF	-	144,200.00	-	144,200.00
341000	Pearl Road TIF # 4	-	103,000.00	-	103,000.00
342000	Cane's/Chase TIF	-	-	-	-
	Total Debt Service	\$ -	\$ 5,388,600.00	\$ -	\$ 5,388,600.00
413000	Recreation Capital Improvement	-	50,000.00	-	50,000.00
421000	General Capital Improvement	-	10,289,900.00	-	10,289,900.00
447104	42/82 TIF	-	11,879,350.00	-	11,879,350.00
	Total Capital Projects	\$ -	\$ 22,219,250.00	\$ -	\$ 22,219,250.00
512501	Engineering and Administration	675,400.00	921,900.00	-	1,597,300.00
512502	Plant Expenditures	-	2,706,500.00	-	2,706,500.00
512503	Line Expenditures	1,199,400.00	494,000.00	-	1,693,400.00
512504	Sewer Capital Improvements	-	3,762,500.00	-	3,762,500.00
512505	Sewer Debt Payments	-	375,135.00	-	375,135.00
	Total Sanitary Sewer	\$ 1,874,800.00	\$ 8,260,035.00	\$ -	\$ 10,134,835.00
661000	Health Insurance Reserve	-	6,677,900.00	-	6,677,900.00
664000	Workers Compensation Reserve	-	694,000.00	-	694,000.00
	Total Internal Service	\$ -	\$ 7,371,900.00	\$ -	\$ 7,371,900.00
	GRAND TOTAL	\$ 41,372,300.00	\$ 71,877,418.00	\$ 11,332,000.00	\$ 124,581,718.00

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2020 – 058

BY: Mayor Perciak and All Members of Council

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF NOT TO EXCEED \$7,000,000 OF NOTES, IN ANTICIPATION OF THE ISSUANCE OF BONDS, FOR THE PURPOSE OF PAYING COSTS OF IMPROVING STREETS BY RECONSTRUCTING, RESURFACING, GRADING, DRAINING, PAVING AND MAKING OTHER IMPROVEMENTS AS DESIGNATED IN THE PLANS APPROVED OR TO BE APPROVED BY COUNCIL, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Ordinance No. 2018-085, passed on June 4, 2018, there were issued \$4,000,000 Street Improvement Notes, Series 2018, in anticipation of bonds for the purpose stated in Section 1, which notes were retired at maturity, together with other funds available to the City, with the proceeds of \$3,000,000 of notes (the Outstanding Notes) issued in anticipation of bonds pursuant to Ordinance No. 2019-076, passed on May 6, 2019, as part of a consolidated issue of \$4,100,000 Various Purpose Notes, Series 2019, which Outstanding Notes mature on June 25, 2020; and

WHEREAS, this Council finds and determines that the City should retire the Outstanding Notes with the proceeds of the Notes described in Section 3 and other funds available to the City and provide an additional \$5,000,000 for the purpose stated in Section 1; and

WHEREAS, the Director of Finance, as fiscal officer of the 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 15 years and the maximum maturity of (i) \$2,000,000 of the Notes described in Section 3, to be issued in anticipation of the Bonds, is June 28, 2031, and (ii) \$5,000,000 of the Notes described in Section 3, to be issued in anticipation of the Bonds, is 240 months from their date of issuance;

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

Section 1. Authorized Principal Amount of Anticipated Bonds and Purpose. It is necessary to issue bonds of the City in an aggregate principal amount not to exceed \$7,000,000 (the Bonds) for the purpose of paying costs of improving streets by reconstructing, resurfacing, grading, draining, paving and making other improvements as designated in the plans approved or to be approved by Council.

Section 2. Estimated Bond Terms. The Bonds shall be dated approximately June 1, 2021, shall bear interest at the now estimated rate of 5% per year, payable semiannually until the principal amount is paid, and are estimated to mature in 15 annual principal installments on December 1 of each year that are in such amounts that the total principal and interest payments on the Bonds in any fiscal year in which principal is payable are substantially equal. The first interest payment on the Bonds is estimated to be December 1, 2021, and the first principal payment on the Bonds is estimated to be December 1, 2022.

Section 3. Authorized Principal Amount of Notes; Dating; Interest Rate. It is necessary to issue and this Council determines that notes in an aggregate principal amount not to exceed \$7,000,000 (the Notes) shall be issued in anticipation of the issuance of the Bonds and to retire,

CITY OF STRONGSVILLE, OHIO

Ordinance No. 2020 – 058

Page 2

together with other funds available to the City, the Outstanding Notes and to provide additional money for the purpose stated in Section 1. The Notes shall be dated the date of issuance and shall mature one year from the date of issuance; provided that the Director of Finance may, if it is determined to be necessary or advisable to the sale of the Notes, establish a maturity date that is any date not later than one year from the date of issuance by setting forth that maturity date in the certificate awarding the Notes and signed in accordance with Section 6 (the Certificate of Award). The Notes shall bear interest at a rate not to exceed 5% per year (computed on the basis of a 360-day year consisting of 12 30-day months), payable at maturity and until the principal amount is paid or payment is provided for. The aggregate principal amount of and rate of interest on the Notes shall be determined by the Director of Finance in the Certificate of Award.

Section 4. Payment of Debt Charges; Paying Agent; Prepayment. The debt charges on the Notes shall be payable in lawful money of the United States of America or in Federal Reserve funds of the United States of America, as determined by the Director of Finance in the Certificate of Award, and shall be payable, without deduction for services of the City's paying agent, at the designated corporate trust office of The Huntington National Bank or at the designated corporate trust office or other 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 (as defined in Section 6) (the Paying Agent). If agreed to by the Original Purchaser, the Notes shall be prepayable without penalty or premium at the option of the City prior to maturity (the Prepayment Date) as provided in this Ordinance and the Certificate of Award. Prepayment prior to maturity shall be made by deposit with the Paying Agent of the principal amount of the Notes together with interest accrued thereon to the Prepayment Date. The City's right of prepayment shall be exercised by mailing a notice of prepayment, stating the Prepayment Date and the name and address of the Paying Agent, by certified or registered mail to the Original Purchaser and to the Paying Agent not less than seven days prior to the Prepayment Date. If money for prepayment is on deposit with the Paying Agent on the Prepayment Date following the giving of that notice, interest on the principal amount prepaid shall cease to accrue on the Prepayment Date. The Director of Finance may request the Original Purchaser to use its best efforts to arrange for the delivery of the Notes at the designated office of the Paying Agent for prepayment, surrender and cancellation.

Section 5. Execution of Notes; Book Entry System. The Notes shall be signed by the Mayor and the 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 Note shall be issued in a denomination less than \$100,000. 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 deposited and maintained 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 deposited and maintained 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 to order 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, after determining that the signing thereof will not endanger the funds or securities of the City.

Section 6. Award and Sale of the Notes.

(a) To the Original Purchaser. The Notes shall be sold at not less than par plus accrued interest at private sale by the Director of Finance to the original purchaser identified in the Certificate of Award (the Original Purchaser) in accordance with law and the provisions of this Ordinance and

the Certificate of Award. The Director of Finance shall sign the Certificate of Award evidencing that sale to the Original Purchaser, 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 and other City officials, as appropriate, are each authorized and directed to sign any transcript certificates, financial statements, paying agent agreement, note purchase agreement and other commitments, 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.

(b) Application for Rating; Financing Costs. The Director of Finance is authorized to request a rating for the Notes from one or more nationally-recognized rating agencies in connection with the sale and issuance of the Notes. The expenditure of the amounts necessary to secure those rating(s) and to pay the other financing costs (as defined in Section 133.01 of the Revised Code) in connection with the Notes is authorized and approved, and the Director of Finance is authorized to provide for the payment of any such amounts and costs from the proceeds of the Notes to the extent available and otherwise from any other funds lawfully available that are appropriated or shall be appropriated for that purpose.

Section 7. Application of Note Proceeds. 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. Application and Pledge of Bond or Renewal Note Proceeds or Excess Funds. 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. Provisions for Tax Levy. 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 other money is lawfully available for the payment of debt charges on the Notes and Bonds and is appropriated for that purpose, the amount of the tax shall be reduced by the amount of money so available and appropriated.

Section 10. Federal Tax Considerations. 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 or arbitrage

CITY OF STRONGSVILLE, OHIO

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bonds under Sections 141 or 148 of the Internal Revenue Code of 1986, as amended (the Code), or (ii) be treated other than as bonds the interest on which is excluded from gross income under Section 103 of the Code, 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 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 (including specifically designation and/or treatment of the Notes as “qualified tax-exempt obligations” if such designation and/or treatment is applicable and desirable, and to make any related necessary representations and covenants), choice, consent, approval, or waiver on behalf of the City with respect to the Notes as the City is permitted or required to make or give under the federal income tax laws, including, without limitation thereto, any of the elections provided for in 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. Certification and Delivery of Ordinance and Certificate of Award. The Clerk of Council is directed to deliver or cause to be delivered a certified copy of this Ordinance and a copy of the signed Certificate of Award to the Cuyahoga County Fiscal Officer.

Section 12. Satisfaction of Conditions for Note Issuance. 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 13. Retention of Bond Counsel. 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 14. Retention of Municipal Advisor. In connection with the issuance of the Notes, the municipal advisory services of MAS Financial Advisory Services LLC, as municipal advisor, 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 municipal advisory services, as an independent contractor, that firm shall not exercise any administrative discretion on behalf of the City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, the City or any other political subdivision, or the execution of public trusts.

Section 15. Compliance with Open Meeting Requirements. This Council finds and determines that all formal actions of this Council and of any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council or committees, 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 16. Captions and Headings. The captions and headings in this Ordinance are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Sections, subsections, paragraphs, subparagraphs or clauses hereof. Reference to a Section means a section of this Ordinance unless otherwise indicated.

Section 17. Declaration of Emergency; Effective Date. This Ordinance is hereby 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 enable the City to sell the Notes at the earliest possible date, which is necessary to enable the City to (i) retire the Outstanding Notes and thereby preserve its credit and (ii) enter into contracts for the improvement which is needed to eliminate existing and potential hazards to vehicular and pedestrian traffic in the City; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

CITY OF STRONGSVILLE, OHIO
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President of Council

Approved: _____
Mayor

Date Passed: _____, 2020 Date Approved: _____, 2020

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
DeMio	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

Attest: _____
Clerk of Council

ORD. No. 2020-058 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2020 – 059

BY: Mayor Perciak and All Members of Council

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF NOT TO EXCEED \$1,100,000 OF NOTES, IN ANTICIPATION OF THE ISSUANCE OF BONDS, FOR THE PURPOSE OF PAYING COSTS OF ACQUIRING VEHICLES AND RELATED ATTACHMENTS FOR THE CITY SERVICE DEPARTMENT, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Ordinance No. 2017-136, passed on September 5, 2017, there were issued \$2,100,000 Vehicle Acquisition Notes, Series 2017, in anticipation of bonds for the purpose stated in Section 1, which notes were retired at maturity, together with other funds available to the City, with the proceeds of \$1,600,000 Vehicle Acquisition Notes, Series 2018, issued in anticipation of bonds pursuant to Ordinance No. 2018-131, passed on September 4, 2018, which notes were retired at maturity, together with other funds available to the City, with the proceeds of \$1,100,000 of notes (the Outstanding Notes) issued in anticipation of bonds pursuant to Ordinance No. 2019-077, passed on May 6, 2019, as part of a consolidated issue of \$4,100,000 Various Purpose Notes, Series 2019, which Outstanding Notes mature on June 25, 2020; and

WHEREAS, this Council finds and determines that the City should retire the Outstanding Notes with the proceeds of the Notes described in Section 3; and

WHEREAS, the Director of Finance, as fiscal officer of the 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 nine years and the maximum maturity of the Notes described in Section 3, to be issued in anticipation of the Bonds, is October 11, 2031;

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

Section 1. Authorized Principal Amount of Anticipated Bonds and Purpose. It is necessary to issue bonds of the City in an aggregate principal amount not to exceed \$1,100,000 (the Bonds) for the purpose of paying costs of acquiring vehicles and related attachments for the City Service Department.

Section 2. Estimated Bond Terms. The Bonds shall be dated approximately June 1, 2021, shall bear interest at the now estimated rate of 5% per year, payable semiannually until the principal amount is paid, and are estimated to mature in nine annual principal installments on December 1 of each year that are in such amounts that the total principal and interest payments on the Bonds in any fiscal year in which principal is payable are substantially equal. The first interest payment on the Bonds is estimated to be December 1, 2021, and the first principal payment on the Bonds is estimated to be December 1, 2022.

Section 3. Authorized Principal Amount of Notes; Dating; Interest Rate. It is necessary to issue and this Council determines that notes in an aggregate principal amount not to exceed \$1,100,000 (the Notes) shall be issued in anticipation of the issuance of the Bonds and to retire the Outstanding Notes. The Notes shall be dated the date of issuance and shall mature one year from the date of issuance; provided that the Director of Finance may, if it is determined to be necessary or

CITY OF STRONGSVILLE, OHIO

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advisable to the sale of the Notes, establish a maturity date that is any date not later than one year from the date of issuance by setting forth that maturity date in the certificate awarding the Notes and signed in accordance with Section 6 (the Certificate of Award). The Notes shall bear interest at a rate not to exceed 5% per year (computed on the basis of a 360-day year consisting of 12 30-day months), payable at maturity and until the principal amount is paid or payment is provided for. The aggregate principal amount of and rate of interest on the Notes shall be determined by the Director of Finance in the Certificate of Award.

Section 4. Payment of Debt Charges; Paying Agent; Prepayment. The debt charges on the Notes shall be payable in lawful money of the United States of America or in Federal Reserve funds of the United States of America, as determined by the Director of Finance in the Certificate of Award, and shall be payable, without deduction for services of the City's paying agent, at the designated corporate trust office of The Huntington National Bank or at the designated corporate trust office or other 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 (as defined in Section 6) (the Paying Agent). If agreed to by the Original Purchaser, the Notes shall be prepayable without penalty or premium at the option of the City prior to maturity (the Prepayment Date) as provided in this Ordinance and the Certificate of Award. Prepayment prior to maturity shall be made by deposit with the Paying Agent of the principal amount of the Notes together with interest accrued thereon to the Prepayment Date. The City's right of prepayment shall be exercised by mailing a notice of prepayment, stating the Prepayment Date and the name and address of the Paying Agent, by certified or registered mail to the Original Purchaser and to the Paying Agent not less than seven days prior to the Prepayment Date. If money for prepayment is on deposit with the Paying Agent on the Prepayment Date following the giving of that notice, interest on the principal amount prepaid shall cease to accrue on the Prepayment Date. The Director of Finance may request the Original Purchaser to use its best efforts to arrange for the delivery of the Notes at the designated office of the Paying Agent for prepayment, surrender and cancellation.

Section 5. Execution of Notes; Book Entry System. The Notes shall be signed by the Mayor and the 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 Note shall be issued in a denomination less than \$100,000. 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 deposited and maintained 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 deposited and maintained 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 to order 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, after determining that the signing thereof will not endanger the funds or securities of the City.

Section 6. Award and Sale of the Notes.

(a) To the Original Purchaser. The Notes shall be sold at not less than par plus accrued interest at private sale by the Director of Finance to the original purchaser identified in the Certificate of Award (the Original Purchaser) in accordance with law and the provisions of this Ordinance and the Certificate of Award. The Director of Finance shall sign the Certificate of Award evidencing that sale to the Original Purchaser, 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.

CITY OF STRONGSVILLE, OHIO

Ordinance No. 2020 – 059

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The Mayor, the Director of Finance, the Director of Law, the Clerk of Council and other City officials, as appropriate, are each authorized and directed to sign any transcript certificates, financial statements, paying agent agreement, note purchase agreement and other commitments, 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.

(b) Application for Rating; Financing Costs. The Director of Finance is authorized to request a rating for the Notes from one or more nationally-recognized rating agencies in connection with the sale and issuance of the Notes. The expenditure of the amounts necessary to secure those rating(s) and to pay the other financing costs (as defined in Section 133.01 of the Revised Code) in connection with the Notes is authorized and approved, and the Director of Finance is authorized to provide for the payment of any such amounts and costs from the proceeds of the Notes to the extent available and otherwise from any other funds lawfully available that are appropriated or shall be appropriated for that purpose.

Section 7. Application of Note Proceeds. 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. Application and Pledge of Bond or Renewal Note Proceeds or Excess Funds. 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. Provisions for Tax Levy. 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 other money is lawfully available for the payment of debt charges on the Notes and Bonds and is appropriated for that purpose, the amount of the tax shall be reduced by the amount of money so available and appropriated.

Section 10. Federal Tax Considerations. 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 or arbitrage bonds under Sections 141 or 148 of the Internal Revenue Code of 1986, as amended (the Code), or (ii) be treated other than as bonds the interest on which is excluded from gross income under Section 103 of the Code, 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 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 (including specifically designation and/or treatment of the Notes as “qualified tax-exempt obligations” if such designation and/or treatment is applicable and desirable, and to make any related necessary representations and covenants), choice, consent, approval, or waiver on behalf of the City with respect to the Notes as the City is permitted or required to make or give under the federal income tax laws, including, without limitation thereto, any of the elections provided for in 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. Certification and Delivery of Ordinance and Certificate of Award. The Clerk of Council is directed to deliver or cause to be delivered a certified copy of this Ordinance and a copy of the signed Certificate of Award to the Cuyahoga County Fiscal Officer.

Section 12. Satisfaction of Conditions for Note Issuance. 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

CITY OF STRONGSVILLE, OHIO

Ordinance No. 2020 – 059

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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 13. Retention of Bond Counsel. 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 14. Retention of Municipal Advisor. In connection with the issuance of the Notes, the municipal advisory services of MAS Financial Advisory Services LLC, as municipal advisor, 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 municipal advisory services, as an independent contractor, that firm shall not exercise any administrative discretion on behalf of the City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, the City or any other political subdivision, or the execution of public trusts.

Section 15. Compliance with Open Meeting Requirements. This Council finds and determines that all formal actions of this Council and of any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council or committees, 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 16. Captions and Headings. The captions and headings in this Ordinance are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Sections, subsections, paragraphs, subparagraphs or clauses hereof. Reference to a Section means a section of this Ordinance unless otherwise indicated.

Section 17. Declaration of Emergency; Effective Date. This Ordinance is hereby 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 enable the City to sell the Notes at the earliest possible date, which is necessary to enable the City to retire the Outstanding Notes and thereby preserve its credit; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

President of Council

Approved: _____
Mayor

Date Passed: _____, 2020 Date Approved: _____, 2020

CITY OF STRONGSVILLE, OHIO
Ordinance No. 2020 – 059
Page 7

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
DeMio	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

Attest: _____
Clerk of Council

ORD. No. 2020-059 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2020 – 060

BY: Mayor Perciak and All Members of Council

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF NOT TO EXCEED \$5,500,000 OF NOTES, IN ANTICIPATION OF THE ISSUANCE OF BONDS, FOR THE PURPOSE OF PAYING COSTS OF IMPROVING THE CITY'S TRAFFIC CONTROL SYSTEM, IN COOPERATION WITH THE OHIO DEPARTMENT OF TRANSPORTATION, BY ACQUIRING AND INSTALLING SIGNALS AND RELATED EQUIPMENT AND DEVICES TO DIRECT AND CONTROL THE FLOW OF VEHICULAR AND PEDESTRIAN TRAFFIC IN THE CITY, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Ordinance No. 2019-140, passed on September 3, 2019, there were issued \$2,000,000 Traffic Signalization Improvement Notes, Series 2019 (the Outstanding Notes), in anticipation of bonds for the purpose stated in Section 1, which Outstanding Notes mature on June 25, 2020; and

WHEREAS, this Council finds and determines that the City should retire the Outstanding Notes with the proceeds of the Notes described in Section 3 and provide an additional \$3,500,000 for the purpose stated in Section 1; and

WHEREAS, the Director of Finance, as fiscal officer of the 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 15 years and the maximum maturity of the Notes described in Section 3, to be issued in anticipation of the Bonds, is December 10, 2039;

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

Section 1. Authorized Principal Amount of Anticipated Bonds and Purpose. It is necessary to issue bonds of the City in an aggregate principal amount not to exceed \$5,500,000 (the Bonds) for the purpose of paying costs of improving the City's traffic control system, in cooperation with the Ohio Department of Transportation, by acquiring and installing signals and related equipment and devices to direct and control the flow of vehicular and pedestrian traffic in the City, together with necessary appurtenances and work incidental thereto.

Section 2. Estimated Bond Terms. The Bonds shall be dated approximately June 1, 2021, shall bear interest at the now estimated rate of 5% per year, payable semiannually until the principal amount is paid, and are estimated to mature in 15 annual principal installments on December 1 of each year that are in such amounts that the total principal and interest payments on the Bonds in any fiscal year in which principal is payable are substantially equal. The first interest payment on the Bonds is estimated to be December 1, 2021, and the first principal payment on the Bonds is estimated to be December 1, 2022.

Section 3. Authorized Principal Amount of Notes; Dating; Interest Rate. It is necessary to issue and this Council determines that notes in an aggregate principal amount not to exceed \$5,500,000 (the Notes) shall be issued in anticipation of the issuance of the Bonds and to retire the

Outstanding Notes and to provide additional money for the purpose stated in Section 1. The Notes shall be dated the date of issuance and shall mature one year from the date of issuance; provided that the Director of Finance may, if it is determined to be necessary or advisable to the sale of the Notes, establish a maturity date that is any date not later than one year from the date of issuance by setting forth that maturity date in the certificate awarding the Notes and signed in accordance with Section 6 (the Certificate of Award). The Notes shall bear interest at a rate not to exceed 5% per year (computed on the basis of a 360-day year consisting of 12 30-day months), payable at maturity and until the principal amount is paid or payment is provided for. The aggregate principal amount of and rate of interest on the Notes shall be determined by the Director of Finance in the Certificate of Award.

Section 4. Payment of Debt Charges; Paying Agent; Prepayment. The debt charges on the Notes shall be payable in lawful money of the United States of America or in Federal Reserve funds of the United States of America, as determined by the Director of Finance in the Certificate of Award, and shall be payable, without deduction for services of the City's paying agent, at the designated corporate trust office of The Huntington National Bank or at the designated corporate trust office or other 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 (as defined in Section 6) (the Paying Agent). If agreed to by the Original Purchaser, the Notes shall be prepayable without penalty or premium at the option of the City prior to maturity (the Prepayment Date) as provided in this Ordinance and the Certificate of Award. Prepayment prior to maturity shall be made by deposit with the Paying Agent of the principal amount of the Notes together with interest accrued thereon to the Prepayment Date. The City's right of prepayment shall be exercised by mailing a notice of prepayment, stating the Prepayment Date and the name and address of the Paying Agent, by certified or registered mail to the Original Purchaser and to the Paying Agent not less than seven days prior to the Prepayment Date. If money for prepayment is on deposit with the Paying Agent on the Prepayment Date following the giving of that notice, interest on the principal amount prepaid shall cease to accrue on the Prepayment Date. The Director of Finance may request the Original Purchaser to use its best efforts to arrange for the delivery of the Notes at the designated office of the Paying Agent for prepayment, surrender and cancellation.

Section 5. Execution of Notes; Book Entry System. The Notes shall be signed by the Mayor and the 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 Note shall be issued in a denomination less than \$100,000. 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 deposited and maintained 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 deposited and maintained 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 to order 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, after determining that the signing thereof will not endanger the funds or securities of the City.

Section 6. Award and Sale of the Notes.

(a) To the Original Purchaser. The Notes shall be sold at not less than par plus accrued interest at private sale by the Director of Finance to the original purchaser identified in the Certificate of Award (the Original Purchaser) in accordance with law and the provisions of this Ordinance and the Certificate of Award. The Director of Finance shall sign the Certificate of Award evidencing that sale to the Original Purchaser, cause the Notes to be prepared, and have the Notes signed and

CITY OF STRONGSVILLE, OHIO

Ordinance No. 2020 – 060

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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 and other City officials, as appropriate, are each authorized and directed to sign any transcript certificates, financial statements, paying agent agreement, note purchase agreement and other commitments, 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.

(b) Application for Rating; Financing Costs. The Director of Finance is authorized to request a rating for the Notes from one or more nationally-recognized rating agencies in connection with the sale and issuance of the Notes. The expenditure of the amounts necessary to secure those rating(s) and to pay the other financing costs (as defined in Section 133.01 of the Revised Code) in connection with the Notes is authorized and approved, and the Director of Finance is authorized to provide for the payment of any such amounts and costs from the proceeds of the Notes to the extent available and otherwise from any other funds lawfully available that are appropriated or shall be appropriated for that purpose.

Section 7. Application of Note Proceeds. 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. Application and Pledge of Bond or Renewal Note Proceeds or Excess Funds. 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. Provisions for Tax Levy. 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 money from the municipal income tax is available for the payment of the debt charges on the Notes and Bonds and is appropriated for that purpose, the amount of the tax shall be reduced by the amount of the money so available and appropriated in compliance with the covenant hereinafter set forth. To the extent necessary, the debt charges on the Notes and Bonds shall be paid from municipal income taxes lawfully available therefor under the Constitution and laws of the State of Ohio; and the City hereby covenants, subject and pursuant to such authority, including particularly Sections 133.05(B)(7) and 5705.51(A)(5) and (D) of the Revised Code, to appropriate annually from such municipal income taxes such amount as is necessary to meet such annual debt charges.

CITY OF STRONGSVILLE, OHIO

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Nothing in this Section in any way diminishes the pledge of the full faith and credit and property taxing power of the City to the prompt payment of the debt charges on the Notes and Bonds.

Section 10. Federal Tax Considerations. 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 or arbitrage bonds under Sections 141 or 148 of the Internal Revenue Code of 1986, as amended (the Code), or (ii) be treated other than as bonds the interest on which is excluded from gross income under Section 103 of the Code, 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 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 (including specifically designation and/or treatment of the Notes as “qualified tax-exempt obligations” if such designation and/or treatment is applicable and desirable, and to make any related necessary representations and covenants), choice, consent, approval, or waiver on behalf of the City with respect to the Notes as the City is permitted or required to make or give under the federal income tax laws, including, without limitation thereto, any of the elections provided for in 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

CITY OF STRONGSVILLE, OHIO

Ordinance No. 2020 – 060

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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. Certification and Delivery of Ordinance and Certificate of Award. The Clerk of Council is directed to deliver or cause to be delivered a certified copy of this Ordinance and a copy of the signed Certificate of Award to the Cuyahoga County Fiscal Officer.

Section 12. Satisfaction of Conditions for Note Issuance. 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 13. Retention of Bond Counsel. 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 14. Retention of Municipal Advisor. In connection with the issuance of the Notes, the municipal advisory services of MAS Financial Advisory Services LLC, as municipal advisor, 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 municipal advisory services, as an independent contractor, that firm shall not exercise any administrative discretion on behalf of the City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, the City or any other political subdivision, or the execution of public trusts.

Section 15. Compliance with Open Meeting Requirements. This Council finds and determines that all formal actions of this Council and of any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council or committees, 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 16. Captions and Headings. The captions and headings in this Ordinance are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Sections, subsections, paragraphs, subparagraphs or clauses hereof. Reference to a Section means a section of this Ordinance unless otherwise indicated.

CITY OF STRONGSVILLE, OHIO
Ordinance No. 2020 – 060
Page 7

Section 17. Declaration of Emergency; Effective Date. This Ordinance is hereby 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 enable the City to sell the Notes at the earliest possible date, which is necessary to enable the City to (i) retire the Outstanding Notes and thereby preserve its credit and (ii) enter into contracts for the improvement which is needed to eliminate existing and potential hazards to vehicular and pedestrian traffic in the City; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

President of Council

Approved: _____
Mayor

Date Passed: _____, 2020 Date Approved: _____, 2020

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
DeMio	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

Attest: _____
Clerk of Council

ORD. No. 2020-060 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2020 – 061

BY: Mayor Perciak and All Members of Council

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF BONDS IN THE MAXIMUM PRINCIPAL AMOUNT OF \$5,500,000 FOR THE PURPOSE OF PAYING COSTS OF IMPROVING THE CITY'S TRAFFIC CONTROL SYSTEM, IN COOPERATION WITH THE OHIO DEPARTMENT OF TRANSPORTATION, BY ACQUIRING AND INSTALLING SIGNALS AND RELATED EQUIPMENT AND DEVICES TO DIRECT AND CONTROL THE FLOW OF VEHICULAR AND PEDESTRIAN TRAFFIC IN THE CITY, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Ordinance No. 2019-140, passed on September 3, 2019, there were issued \$2,000,000 Traffic Signalization Improvement Notes, Series 2019 (the Outstanding Notes), in anticipation of bonds for the purpose stated in Section 1, which Outstanding Notes mature on June 25, 2020; and

WHEREAS, this Council finds and determines that the City should retire the Outstanding Notes with the proceeds of the Bonds described in Section 2 and provide an additional \$3,500,000 for the purpose stated in Section 1; and

WHEREAS, the Director of Finance, as fiscal officer of the 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 and the estimated maximum maturity of the Bonds described in Section 1 is 15 years;

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

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

“Authorized Denominations” means the denomination of \$5,000 or any whole multiple thereof.

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

“Bond Purchase Agreement” means the Bond Purchase Agreement between the City and the Original Purchaser, as it may be modified from the form on file with the Clerk of Council and signed by the Mayor and the Fiscal Officer in accordance with Section 6.

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

“Bond Registrar” means the bank or trust company appointed pursuant to Section 4 or in the Certificate of Award as the initial authenticating agent, bond registrar, transfer agent and paying agent for the Bonds under the Bond Registrar Agreement and until a successor Bond

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Registrar shall have become such pursuant to the provisions of the Bond Registrar Agreement and, thereafter, “Bond Registrar” shall mean the successor Bond Registrar.

“Bond Registrar Agreement” means the Bond Registrar Agreement between the City and the Bond Registrar, as it may be modified from the form on file with the Clerk of Council and signed by the Mayor and the Fiscal Officer in accordance with Section 4.

“Bonds” means, collectively, the Serial Bonds and the Term Bonds, each as is designated as such in the Certificate of Award.

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

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

“Closing Date” means the date of physical delivery of, and payment of the purchase price for, the Bonds.

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

“Continuing Disclosure Agreement” means the Continuing Disclosure Agreement, as it may be modified from the form on file with the Clerk of Council and signed by the Mayor and the Fiscal Officer in accordance with Section 6, and which shall constitute the continuing disclosure agreement made by the City for the benefit of holders and beneficial owners of the Bonds in accordance with the Rule.

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

“Fiscal Officer” means the Director of Finance of the City.

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“Interest Payment Dates” means, unless otherwise determined by the Fiscal Officer in the Certificate of Award, each June 1 and December 1, commencing December 1, 2020, in the years Bonds are outstanding.

“Mayor” means the Mayor of the City.

“Municipal Advisor” means MAS Financial Advisory Services LLC.

“Original Purchaser” means the original purchaser of the Bonds designated by the Fiscal Officer in the Certificate of Award.

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

“Principal Payment Dates” means, unless otherwise determined by the Fiscal Officer in the Certificate of Award, December 1 in each of the years from and including 2021 to and including 2035, provided that in no case shall the total number of Principal Payment Dates exceed the maximum maturity of the Bonds referred to in the preambles hereto.

“Rule” means Rule 15c2-12 prescribed by the SEC pursuant to the Securities Exchange Act of 1934.

“SEC” means the Securities and Exchange Commission.

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

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

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

Section 2. Authorized Principal Amount and Purpose; Application of Proceeds. This Council determines that it is necessary and in the best interest of the City to issue bonds of the City in one lot in the maximum principal amount of \$5,500,000 (the Bonds) for the purpose of paying costs of improving the City’s traffic control system, in cooperation with the Ohio Department of Transportation, by acquiring and installing signals and related equipment and devices to direct and control the flow of vehicular and pedestrian traffic in the City, together with necessary appurtenances and work incidental thereto, including the payment of expenses related to the issuance of the Bonds.

The aggregate principal amount of Bonds to be issued shall not exceed \$5,500,000 and shall be issued in an amount determined by the Fiscal Officer in the Certificate of Award to be the aggregate principal amount of Bonds required to be issued at this time, taking into account any premium above or discount from the aggregate principal amount of the Bonds at which they are sold to the Original Purchaser, in order to effect the purpose for which the Bonds are to be issued, including the payment of any expenses properly allocable to the issuance of the Bonds.

The proceeds from the sale of the Bonds (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 Bonds are being issued. Any portion of those proceeds representing premium actually received by the City and accrued interest shall be paid into the Bond Retirement Fund.

Section 3. Denominations; Dating; Principal and Interest Payment and Redemption Provisions. The Bonds shall be issued in one lot and only as fully registered bonds, in Authorized Denominations, but in no case as to a particular maturity date exceeding the principal amount maturing on that date. The Bonds shall be dated as provided in the Certificate of Award, provided that their dated date shall not be more than 60 days prior to the Closing Date.

(a) Interest Rates and Interest Payment Dates. The Bonds shall bear interest at the rate or rates per year (computed on the basis of a 360-day year consisting of 12 30-day months) as shall be specified by the Fiscal Officer in the Certificate of Award. Interest on the Bonds shall be payable at such rate or rates on each Interest Payment Date until the principal amount has been paid or provided for. The Bonds shall bear interest from the most recent date to which interest has been paid or provided for or, if no interest has been paid or provided for, from their date.

(b) Principal Payment Schedule. The Bonds shall mature or be payable pursuant to Mandatory Sinking Fund Redemption Requirements (as hereinafter defined and described) on the Principal Payment Dates in principal amounts as shall be determined by the Fiscal Officer, subject to subsection (c) of this Section, in the Certificate of Award, consistent with the Fiscal Officer's determination of the best interest of and financial advantages to the City.

Consistent with the foregoing and in accordance with the Fiscal Officer's determination of the best interest of and financial advantages to the City, the Fiscal Officer shall specify in the Certificate of Award (i) the aggregate principal amount of Bonds to be issued as Serial Bonds, the Principal Payment Dates on which those Bonds shall be stated to mature and the principal amount thereof that shall be stated to mature on each such Principal Payment Date, and (ii) the aggregate principal amount of Bonds to be issued as Term Bonds, the Principal Payment Date or Dates on which those Bonds shall be stated to mature, the principal amount thereof that shall be stated to mature on each such Principal Payment Date, the Principal Payment Date or Dates on which Term Bonds shall be subject to mandatory sinking fund redemption (Mandatory Redemption Dates) and the principal amount thereof that shall be payable pursuant to Mandatory Sinking Fund Redemption Requirements on each Mandatory Redemption Date.

(c) Conditions for Establishment of Interest Rates and Principal Payment Dates and Amounts. The rate or rates of interest per year to be borne by the Bonds, and the principal amount of Bonds maturing or payable pursuant to Mandatory Sinking Fund Redemption Requirements on each Principal Payment Date, shall be such that (i) the total principal and interest payments on the

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Bonds in any fiscal year in which principal is payable is not more than three times the amount of those payments in any other such fiscal year and (ii) the true interest cost of the Bonds shall not exceed 5%.

(d) Payment of Debt Charges. The debt charges on the Bonds shall be payable in lawful money of the United States of America without deduction for the services of the Bond Registrar as paying agent. Principal of and any premium on the Bonds shall be payable when due upon presentation and surrender of the Bonds at the office of the Bond Registrar designated in the Certificate of Award or, if not so designated, then at the principal corporate trust office of the Bond Registrar. Interest on a Bond shall be paid on each Interest Payment Date by check or draft mailed to the person in whose name the Bond was registered, and to that person's address appearing, on the Bond Register at the close of business on the 15th day preceding that Interest Payment Date. Notwithstanding the foregoing, if and so long as the Bonds are issued in a book entry system, principal of and interest and any premium on the Bonds shall be payable in the manner provided in any agreement entered into by the Fiscal Officer, in the name and on behalf of the City, in connection with the book entry system.

(e) Redemption Provisions. The Bonds shall be subject to redemption prior to stated maturity as follows:

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

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

The City shall have the option to deliver to the Bond Registrar for cancellation Term Bonds in any aggregate principal amount and to receive a credit against the then current or any subsequent Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation) of the City, as specified by the Fiscal Officer, for Term Bonds stated to mature on the same Principal Payment Date as the Term Bonds so delivered. That option shall be exercised by the City on or before the 15th day preceding any Mandatory Redemption Date with respect to which the City wishes to obtain a credit, by furnishing the Bond Registrar a certificate, signed by the Fiscal Officer, setting forth the extent of the credit to be applied with respect to the then current or any subsequent Mandatory Sinking Fund Redemption Requirement for Term Bonds stated to mature on the same Principal Payment Date. If the certificate is not timely furnished to the Bond Registrar, the current Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation) shall not be reduced. A credit against the then current or any subsequent Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation), as specified by the Fiscal Officer, also shall be

received by the City for any Term Bonds which prior thereto have been redeemed (other than through the operation of the applicable Mandatory Sinking Fund Redemption Requirements) or purchased for cancellation and canceled by the Bond Registrar, to the extent not applied theretofore as a credit against any Mandatory Sinking Fund Redemption Requirement, for Term Bonds stated to mature on the same Principal Payment Date as the Term Bonds so redeemed or purchased and canceled.

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

(ii) **Optional Redemption.** The Bonds of the maturities, if any, specified in the Certificate of Award shall be subject to redemption by and at the sole option of the City, in whole or in part in whole multiples of \$5,000, on the dates, in the years and at the redemption prices (expressed as a percentage of the principal amount to be redeemed), plus accrued interest to the redemption date, to be determined by the Fiscal Officer in the Certificate of Award; provided that (i) the earliest optional redemption date shall not be more than 10½ years after the Closing Date and (ii) the redemption price for the earliest optional redemption date shall not be greater than 103%.

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

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

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amount called for redemption (including, without limitation, the interest accrued to the date fixed for redemption and any premium), and (ii) for issuance, without charge to the registered owner, of a new Bond or Bonds of any Authorized Denomination or Denominations in an aggregate principal amount equal to the unmatured and unredeemed portion of, and bearing interest at the same rate and maturing on the same date as, the Bond surrendered.

(iv) Notice of Redemption. The notice of the call for redemption of Bonds shall identify (A) by designation, letters, numbers or other distinguishing marks, the Bonds or portions thereof to be redeemed, (B) the redemption price to be paid, (C) the date fixed for redemption, and (D) the place or places where the amounts due upon redemption are payable. The notice shall be given by the Bond Registrar on behalf of the City by mailing a copy of the redemption notice by first class mail, postage prepaid, at least 30 days prior to the date fixed for redemption, to the registered owner of each Bond subject to redemption in whole or in part at the registered owner's address shown on the Bond Register maintained by the Bond Registrar at the close of business on the 15th day preceding that mailing. Failure to receive notice by mail or any defect in that notice regarding any Bond, however, shall not affect the validity of the proceedings for the redemption of any Bond.

(v) Payment of Redeemed Bonds. In the event that notice of redemption shall have been given by the Bond Registrar to the registered owners as provided above, there shall be deposited with the Bond Registrar on or prior to the redemption date, moneys that, in addition to any other moneys available therefor and held by the Bond Registrar, will be sufficient to redeem at the redemption price thereof, plus accrued interest to the redemption date, all of the redeemable Bonds for which notice of redemption has been given. Notice having been mailed in the manner provided in the preceding paragraph hereof, the Bonds and portions thereof called for redemption shall become due and payable on the redemption date, and, subject to Sections 3(d) and 5, upon presentation and surrender thereof at the place or places specified in that notice, shall be paid at the redemption price, plus accrued interest to the redemption date. If moneys for the redemption of all of the Bonds and portions thereof to be redeemed, together with accrued interest thereon to the redemption date, are held by the Bond Registrar on the redemption date, so as to be available therefor on that date and, if notice of redemption has been deposited in the mail as aforesaid, then from and after the redemption date those Bonds and portions thereof called for redemption shall cease to bear interest and no longer shall be considered to be outstanding. If those moneys shall not be so available on the redemption date, or that notice shall not have been deposited in the mail as aforesaid, those Bonds and portions thereof shall continue to bear interest, until they are paid, at the same rate as they would have borne had they not been called for redemption. All moneys held by the Bond Registrar for the redemption of particular Bonds shall be held in trust for the account of the registered owners thereof and shall be paid to them, respectively, upon presentation and surrender of those Bonds, provided that any interest earned on the moneys so held by the Bond Registrar shall be for the account of and paid to the City to the extent not required for the payment of the Bonds called for redemption.

Section 4. Execution and Authentication of Bonds; Appointment of Bond Registrar. The Bonds shall be signed by the Mayor and the Fiscal Officer, in the name of the City and in their official capacities, provided that either or both of those signatures may be a facsimile. The Bonds shall be issued in the Authorized Denominations and numbers as requested by the Original Purchaser and approved by the Fiscal Officer, shall be numbered as determined by the Fiscal Officer in order to distinguish each Bond from any other Bond, and shall express upon their faces

the purpose, in summary terms, for which they are issued and that they are issued pursuant to the provisions of Chapter 133 of the Revised Code, the City's Charter, this Ordinance and the Certificate of Award.

The Huntington National Bank is appointed to act as the initial Bond Registrar; provided, however, that the Fiscal Officer is authorized to appoint a different Bond Registrar in the Certificate of Award after determining that such 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. The Mayor and the Fiscal Officer shall sign and deliver, in the name and on behalf of the City, the Bond Registrar Agreement, in substantially the form as is now on file with the Clerk of Council. The Bond Registrar Agreement is approved, together with any changes or amendments that are not inconsistent with this Ordinance and not substantially adverse to the City and that are approved by the Fiscal Officer on behalf of the City, all of which shall be conclusively evidenced by the signing of the Bond Registrar Agreement or amendments thereto. The Fiscal Officer shall provide for the payment of the services rendered and for reimbursement of expenses incurred pursuant to the Bond Registrar Agreement, except to the extent paid or reimbursed by the Original Purchaser in accordance with the Bond Purchase Agreement, from the proceeds of the Bonds to the extent available and then from other money lawfully available and appropriated or to be appropriated for that purpose.

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

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

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

(b) Transfer and Exchange. Any Bond may be exchanged for Bonds of any Authorized Denomination upon presentation and surrender at designated corporate trust office of the Bond Registrar, together with a request for exchange signed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Bond Registrar. A Bond may be transferred only on the Bond Register upon presentation and surrender of the Bond at the

designated office of the Bond Registrar together with an assignment signed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Bond Registrar. Upon exchange or transfer the Bond Registrar shall complete, authenticate and deliver a new Bond or Bonds of any Authorized Denomination or Denominations requested by the owner equal in the aggregate to the unmatured principal amount of the Bond surrendered and bearing interest at the same rate and maturing on the same date.

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

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

The Bonds may be issued to a Depository for use in a book entry system and, if and so long as a book entry system is utilized, (i) the Bonds may be issued in the form of a single, fully registered Bond representing each maturity and interest rate within a maturity and registered in the name of the Depository or its nominee, as registered owner, and deposited with and maintained in the custody of the Depository or its designated agent which may be the Bond Registrar; (ii) the book entry interest owners of Bonds in book entry form shall not have any right to receive Bonds in the form of physical securities or certificates; (iii) ownership of book entry interests in Bonds 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 book entry interests shall be made only by book entry by the Depository and its Participants; and (iv) the Bonds as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the City.

If any Depository determines not to continue to act as a Depository for the Bonds for use in a book entry system, the Fiscal Officer may attempt to establish a securities depository/book entry relationship with another qualified Depository. If the Fiscal Officer does not or is unable to do so, the Fiscal Officer, after making provision for notification of the book entry interest owners by the then Depository and any other arrangements deemed necessary, shall permit withdrawal of the Bonds from the Depository, and shall cause Bond certificates in registered form to be authenticated by the Bond Registrar and delivered to the assigns of the Depository or its nominee,

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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 Fiscal Officer is hereby authorized and directed, to the extent necessary or required, to enter into any agreements, in the name and on behalf of the City, that the Fiscal Officer determines to be necessary in connection with a book entry system for the Bonds.

Section 6. Award and Sale of the Bonds.

(a) Original Purchaser Designated in Certificate of Award. The Bonds shall be sold to the Original Purchaser at a purchase price, not less than 97% of the aggregate principal amount, as shall be determined by the Fiscal Officer in the Certificate of Award, plus accrued interest on the Bonds from their date to the Closing Date, and shall be awarded by the Fiscal Officer with and upon such other terms as are required or authorized by this Ordinance to be specified in the Certificate of Award, in accordance with law and the provisions of this Ordinance and the Bond Purchase Agreement. The Fiscal Officer is authorized, if it is determined to be in the best interest of the City, to combine the issue of Bonds with one or more other bond issues of the City into a consolidated bond issue pursuant to Section 133.30(B) of the Revised Code in which case a single Certificate of Award may be utilized for the consolidated bond issue if appropriate and consistent with the terms of this Ordinance.

The Fiscal Officer shall sign and deliver the Certificate of Award and shall cause the Bonds to be prepared and signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Bonds, to the Original Purchaser upon payment of the purchase price. The Mayor, the Fiscal Officer, the Director of Law, the Clerk of Council and other City officials, as appropriate, each are authorized and directed to sign any transcript certificates, financial statements and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this Ordinance.

The Mayor and the Fiscal Officer shall sign and deliver, in the name and on behalf of the City, the Bond Purchase Agreement between the City and the Original Purchaser, in substantially the form as is now on file with the Clerk of Council, providing for the sale to, and the purchase by, the Original Purchaser of the Bonds. The Bond Purchase Agreement is approved, together with any changes or amendments that are not inconsistent with this Ordinance and not substantially adverse to the City and that are approved by the Fiscal Officer on behalf of the City, all of which shall be conclusively evidenced by the signing of the Bond Purchase Agreement or amendments thereto.

(b) Primary Offering Disclosure – Official Statement. The Mayor and the Fiscal Officer, on behalf of the City and in their official capacities, are authorized to (i) prepare or cause to be prepared, and make or authorize modifications, completions or changes of or supplements to, an official statement in connection with the original issuance of the Bonds, (ii) determine, and to certify or otherwise represent, when the official statement is to be “deemed final” (except for permitted omissions) by the City or is a final official statement for purposes of Sections 15c2-12(b)(1), (3) and (4) of the Rule, (iii) use and distribute, or authorize the use and distribution of, that official statement and any supplements thereto in connection with the original issuance of the Bonds and (iv) complete and sign that official statement as so approved together with such certificates, statements or other

documents in connection with the finality, accuracy and completeness of that official statement as they deem necessary or appropriate.

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

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

(d) Application for Ratings; Financing Costs. If, in the judgment of the Fiscal Officer, the filing of an application for a rating on the Bonds by one or more nationally-recognized rating agencies is in the best interest of and financially advantageous to the City, the Fiscal Officer is authorized to prepare and submit those applications, to provide to each such agency such information as may be required for the purpose, and to provide further for the payment of the cost of obtaining each such rating, except to the extent paid by the Original Purchaser in accordance with the Bond Purchase Agreement, from the proceeds of the Bonds to the extent available and otherwise from any other funds lawfully available and that are appropriated or shall be appropriated for that purpose. The Fiscal Officer is hereby authorized, to the extent necessary or required, to enter into any agreements, in the name of and on behalf of the City, that the Fiscal Officer determines to be necessary in connection with obtaining such ratings.

The expenditure of the amounts necessary to secure that rating or those ratings and to pay the other financing costs (as defined in Section 133.01 of the Revised Code) in connection with the Bonds, to the extent not paid by the Original Purchaser in accordance with the Bond Purchase Agreement, is authorized and approved, and the Fiscal Officer is authorized to provide for the payment of any such amounts and costs from the proceeds of the Bonds to the extent available and otherwise from any other funds lawfully available that are appropriated or shall be appropriated for that purpose.

Section 7. Provisions for Tax Levy. There shall be levied on all the taxable property in the City, in addition to all other taxes, a direct tax annually during the period the Bonds are outstanding in an amount sufficient to pay the debt charges on the Bonds when due, which tax shall not be less than the interest and sinking fund tax required by Section 11 of Article XII of the Ohio Constitution.

The tax shall be within the ten-mill limitation imposed by law, shall be and is ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner and at the same time that taxes for general purposes for each of those years are certified, levied, extended and collected, and shall be placed before and in preference to all other items and for the full amount thereof. The proceeds of the tax levy shall be placed in the Bond Retirement Fund, which is irrevocably pledged for the payment of the debt charges on the Bonds when and as the same fall due. In each year, to the extent money from the municipal income tax is available for the payment of the debt charges on the Bonds and is appropriated for that purpose, the amount of the tax shall be reduced by the amount of the money so available and appropriated in compliance with the covenant hereinafter set forth. To the extent necessary, the debt charges on the Bonds shall be paid from municipal income taxes lawfully available therefor under the Constitution and laws of the State of Ohio; and the City hereby covenants, subject and pursuant to such authority, including particularly Sections 133.05(B)(7) and 5705.51(A)(5) and (D) of the Revised Code, to appropriate annually from such municipal income taxes such amount as is necessary to meet such annual debt charges.

Nothing in this Section in any way diminishes the pledge of the full faith and credit and property taxing power of the City to the prompt payment of the debt charges on the Bonds.

Section 8. Federal Tax Considerations. The City covenants that it will use, and will restrict the use and investment of, the proceeds of the Bonds in such manner and to such extent as may be necessary so that (a) the Bonds will not (i) constitute private activity bonds or arbitrage bonds under Section 141 or 148 of the Internal Revenue Code of 1986, as amended (the Code), or (ii) be treated other than as bonds the interest on which is excluded from gross income under Section 103 of the Code and (b) the interest on the Bonds will not be an item of tax preference under Section 57 of the Code.

The City further covenants that (a) it will take or cause to be taken such actions that may be required of it for the interest on the Bonds to be and to remain excluded from gross income for federal income tax purposes, (b) it will not take or authorize to be taken any actions that would adversely affect that exclusion and (c) it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Bonds to the governmental purpose of the borrowing, (ii) restrict the yield on investment property, (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 Fiscal Officer, or any other officer of the City having responsibility for the issuance of the Bonds is hereby authorized (a) to make or effect any election, selection, designation (including specifically designation and/or treatment of the Bonds as "qualified tax-exempt obligations" if such designation and/or treatment is applicable and desirable, and to make any related necessary representations and covenants), choice, consent, approval or waiver on behalf of the City with respect to the Bonds as the City is permitted or required to make or give under the federal income tax laws, including, without limitation, any of the elections available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting the favorable tax treatment or status of the Bonds or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments or penalties, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings

CITY OF STRONGSVILLE, OHIO

Ordinance No. 2020 – 061

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as rebate, or obviating those amounts or payments, as determined by that officer, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the City, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Bonds, and (c) to give one or more appropriate certificates of the City, for inclusion in the transcript of proceedings for the Bonds, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Bonds, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Bonds.

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

Section 9. Certification and Delivery of Ordinance and Certificate of Award. The Clerk of Council is directed to deliver or cause to be delivered a certified copy of this Ordinance and a signed copy of the Certificate of Award to the Cuyahoga County Fiscal Officer.

Section 10. Satisfaction of Conditions for Bond Issuance. This Council determines that all acts and conditions necessary to be performed by the City or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the City have been performed and have been met, or will at the time of delivery of the Bonds have been performed and have been met, in regular and due form as required by law; that the full faith and credit and general property taxing power (as described in Section 7) of the City are pledged for the timely payment of the debt charges on the Bonds; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds.

Section 11. Retention of Bond and Disclosure Counsel. In connection with the issuance of the Bonds, the legal services of Squire Patton Boggs (US) LLP, as bond and disclosure 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. Retention of Municipal Advisor. In connection with the issuance of the Bonds, the municipal advisory services of MAS Financial Advisory Services LLC, as municipal advisor, 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 municipal advisory services, as an independent contractor, that firm shall not exercise any administrative discretion on behalf of the City in the formulation of public policy, expenditure of public funds,

CITY OF STRONGSVILLE, OHIO

Ordinance No. 2020 – 061

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enforcement of laws, rules and regulations of the State, the City or any other political subdivision, or the execution of public trusts.

Section 13. Compliance with Open Meeting Requirements. This Council finds and determines that all formal actions of this Council and of any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council or committees, 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 14. Declaration of Emergency; Effective Date. This Ordinance is hereby 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 enable the City to sell the Bonds at the earliest possible date, which is necessary to enable the City to (i) retire the Outstanding Notes and thereby preserve its credit and (ii) enter into contracts for the improvement which is needed to eliminate existing and potential hazards to vehicular and pedestrian traffic in the City; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

President of Council

Approved: _____
Mayor

Date Passed: _____, 2020 Date Approved: _____, 2020

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
DeMio	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

Attest: _____
Clerk of Council

ORD. No. 2020-061 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2020 – 062

By: Mayor Perciak and All Members of Council

**A RESOLUTION ADOPTING ALTERNATIVE TAX BUDGET
INFORMATION FOR THE CITY OF STRONGSVILLE, OHIO
FOR FISCAL YEAR 2021, AND DECLARING AN EMERGENCY.**

WHEREAS, pursuant to Section 5705.281 of the Ohio Revised Code, the Cuyahoga County Budget Commission has waived the requirement that the City of Strongsville adopt a tax budget as provided under Sections 5705.28 and 5705.30 of the Revised Code, and has required the City of Strongsville to provide alternative tax budget information in order for the Commission to perform its duties under law; and

WHEREAS, the Mayor and Director of Finance, therefore, have prepared alternative tax budget information for the City of Strongsville, Ohio, for the fiscal year beginning January 1, 2021; including a Division of Taxes Levied setting forth levies inside and outside the 10 Mill limitation, inclusive of debt levies; a Statement of Fund Activity; Unvoted General Obligation Debt; Voted Debt Outside of the 10 Mill Limit; and Schedule of Interfund Transfers, all for submission to the Cuyahoga County Budget Commission and Cuyahoga County Fiscal Officer.

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

Section 1. That the alternative tax budget information for the City of Strongsville, Ohio, for the fiscal year commencing January 1, 2021, heretofore prepared by the Mayor of this City and submitted to this Council, a copy of which is attached hereto as Exhibit "A" and made a part hereof as if fully rewritten herein, be and the same is hereby ratified, approved, confirmed and adopted as the official alternative tax budget information of the City of Strongsville for the fiscal year beginning January 1, 2021 and ending December 31, 2021 for submission to the Cuyahoga County Budget Commission and Cuyahoga County Fiscal Officer.

Section 2. That the Clerk of Council be and is hereby authorized and directed to promptly certify and transmit a copy of said alternative tax budget information and a copy of this Resolution to the Cuyahoga County Budget Commission and Cuyahoga County Fiscal Officer.

Section 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council; and that all deliberations of 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 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 it is immediately necessary in order to comply with all state, county and local requirements concerning tax budgets. 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.

CITY OF STRONGSVILLE, OHIO
RESOLUTION NO. 2020 – 062
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President of Council

Approved: _____
Mayor

Date Passed: _____ Date Approved: _____

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
DeMio	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

Attest: _____
Clerk of Council

RES.

ORD. No. 2020-062 Amended: _____

1st Rdg. _____ Ref: _____

2nd Rdg. _____ Ref: _____

3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____

Adopted: _____ Defeated: _____

ALTERNATIVE TAX BUDGET INFORMATION

Political Subdivision/Taxing Unit CITY OF STRONGSVILLE

For the Fiscal Year Commencing January 1, 2021

Fiscal Officer Signature [Signature]

Date April 6, 2020

COUNTY OF CUYAHOGA

Background

Substitute House Bill No. 129 (HB129) effective June 3, 2002, was enacted by the 124th General Assembly in part to allow a county budget commission to waive the requirement that a taxing authority adopt a tax budget for a political subdivision or other taxing unit, pursuant to Ohio Revised Code (ORC) Section 5705.281.

Ohio Revised Code Section 5705.281

Under the amended version of this section pursuant to HB 129, a county budget commission, by an affirmative vote of a majority of the commission, including an affirmative vote by the county auditor, may waive the tax budget for any subdivision or other taxing unit. However, the commission may require the taxing authority to provide any information needed by the commission to perform its duties, including the division of the tax rates as provided under ORC Section 5705.04.

County Budget Commission Duties

The county budget commission must still certify tax rates to each subdivision or other taxing unit, by March 1 for school districts and by September 1 for all other taxing authorities under ORC Section 5705.35, even when a tax budget is waived. Also, the commission is still required to issue an official certificate of estimated resources under ORC Section 5705.35 and amended official certificates of estimated resources under ORC Section 5705.36.

Therefore, when a budget commission is setting tax rates based on a taxing unit's need, for purposes of ORC Sections 5705.32, 5705.34, and 5705.341, its determination must be based on that other information the commission asked the taxing authority to provide under ORC Section 5705.281, when the tax budget was waived. Also, an official certificate must be based on that other information the commission asked the taxing authority to provide.

County Budget Commission Action

On October 11, 2002 during the Cuyahoga County Budget Commission meeting, the commission with an affirmative vote of all members waived the requirement for taxing authorities of subdivisions or other taxing units (Including Schools) to adopt a tax budget as provided under ORC Section 5705.281,

Alternative Tax Budget Information Filing Deadline

For all political subdivisions excluding school districts, the fiscal officer must file one copy of this document with the County Fiscal Officer on or before July 20th. For school districts the fiscal officer must file one copy of this document with the County Fiscal Officer on or before January 20th.

GUIDELINES FOR COMPLETING THE ALTERNATIVE TAX BUDGET INFORMATION

SCHEDULE 1

The general purpose of schedule 1 is to meet the requirement of Ohio Revised Code (ORC) Section 5705.04 which requires the taxing authority of each subdivision to divide the taxes levied into separate levies. For help use the schedule B issued by the budget commission for the current year and add any new levies.

In column 1 list only those individual funds which are requesting general property tax revenue. In column 2 purpose refers to the following terms, inside, current expenses, and special levy for example. In column 4 levy type refers to renewal, additional, and replacement for example. In column 9 identify the amount of general property tax you wish to request.

NOTE:

The general purpose of column 9 is to demonstrate the need to produce property tax revenues to cover the estimated expenditures for the budget year. ORC Section 5705.341 states in part;

"Nothing in this section or any section of the ORC shall permit or require the levying of any rate of taxation, whether within the 10 mill limitation or whether the levy has been approved by the electors, the political subdivision or the charter of a municipal corporation in excess of such 10 mill limitation, unless such rate of taxation for the ensuing fiscal year is clearly required by a budget properly and lawfully, adopted under this chapter or by other information required per ORC 5705.281."

Property tax revenue includes real estate taxes, personal property taxes, homestead and rollback.

SCHEDULE 2

The general purpose of schedule 2 is to produce an Official Certificate of Estimated Resources for all funds. In column 3, total estimated receipts should include all revenues plus transfers in. All taxing authorities, except school districts, must submit a list of all tax transfers.

SCHEDULE 3

The general purpose of schedule 3 is to provide inside/charter millage for debt service. The basic security for payment of general obligation debt is the requirement of the levy of ad valorem property taxes within the 10 mill limitation imposed by Ohio law. Ohio law requires a levy and collection of ad valorem property tax to pay debt service on general obligation debt as it becomes due, unless that debt service is paid from other sources.

SCHEDULE 4

The general purpose of schedule 4 is to provide for the proper amount of millage to cover debt service requirements on voted bond issues. Major capital improvement projects are sometimes financed through the use of voted bonds. The taxing authority seeks voter approval of general obligation bonds and of the levy of property taxes outside the indirect debt limitation in whatever amount is necessary to pay debt service on those bonds.

SCHEDULE 5

The general purpose of schedule 5 is to properly account for tax anticipation notes. See schedule 5 for more details.

City of Strongsville, Cuyahoga County, Ohio
STATEMENT OF FUND ACTIVITY
For the Year Ending December 31, 2021

(List All Funds Individually)

Schedule 2

I		II	III	III	IV	V	VI
Fund By Type		Beginning Estimated Unencumbered Fund Balance	Property Taxes and Local Government Fund Revenue	Other Source Receipts	Total Resources Available For Expenditures	Total Estimated Expenditures and Encumbrances	Ending Estimated Unencum- bered Balance
General Fund		\$ 10,012,617.48	\$ 1,062,645.00	\$ 38,009,493.00	\$ 49,084,755.48	\$ 38,957,500.00	\$ 10,127,255.48
Special Revenue Fund Group							
Police Pension		\$ 149,728.92	\$ 506,258.00	\$ 900,000.00	\$ 1,555,986.92	\$ 1,480,800.00	\$ 75,186.92
Street Maintenance & Construction		\$ 4,600,059.32	\$ -	\$ 14,950,000.00	\$ 19,550,059.32	\$ 16,005,700.00	\$ 3,544,359.32
State Highway Maintenance		\$ 705,668.86	\$ -	\$ 256,000.00	\$ 961,668.86	\$ 149,600.00	\$ 812,068.86
Motor Vehicle License		\$ 998,525.06	\$ -	\$ 386,500.00	\$ 1,385,025.06	\$ 1,000,000.00	\$ 385,025.06
Emergency Vehicle		\$ 2,811,430.32	\$ -	\$ 1,310,000.00	\$ 4,121,430.32	\$ 2,208,000.00	\$ 1,913,430.32
Fire Levy		\$ 627,566.43	\$ 5,145,894.00	\$ 3,506,400.00	\$ 9,279,860.43	\$ 8,984,700.00	\$ 295,160.43
Fire Pension		\$ 262,520.52	\$ 506,258.00	\$ 1,032,000.00	\$ 1,800,778.52	\$ 1,601,500.00	\$ 199,278.52
Clerk of Court		\$ 118,474.32	\$ -	\$ 25,000.00	\$ 143,474.32	\$ 40,000.00	\$ 103,474.32
Drainage Levy		\$ 272,689.28	\$ 579,119.00	\$ 6,100.00	\$ 857,908.28	\$ 758,000.00	\$ 99,908.28
Multi-Purpose Complex		\$ 942,878.49	\$ -	\$ 5,235,500.00	\$ 6,178,378.49	\$ 5,355,700.00	\$ 822,678.49
SW General Hospital		\$ -	\$ 358,933.00	\$ -	\$ 358,933.00	\$ 358,933.00	\$ -
Law Enforcement Federal Seizure		\$ 22,802.21	\$ -	\$ 1,000.00	\$ 23,802.21	\$ 7,000.00	\$ 16,802.21
Law Enforcement State Seizure		\$ 77,998.20	\$ -	\$ 3,000.00	\$ 80,998.20	\$ 12,000.00	\$ 68,998.20
Law Enforcement Mandatory Drug Fine		\$ 17,418.57	\$ -	\$ 4,400.00	\$ 21,818.57	\$ 400.00	\$ 21,418.57
Law Enforcement DUI/DWI		\$ 14,567.73	\$ -	\$ 2,000.00	\$ 16,567.73	\$ 10,000.00	\$ 6,567.73
Tree Maintenance		\$ 96,077.97	\$ -	\$ 80,000.00	\$ 176,077.97	\$ 97,000.00	\$ 79,077.97
Community Diversion		\$ 6.67	\$ -	\$ 12,900.00	\$ 12,906.67	\$ 12,900.00	\$ 6.67
Bond Escrow		\$ 591,603.73	\$ -	\$ 700,000.00	\$ 1,291,603.73	\$ 700,000.00	\$ 591,603.73
Earned Benefits		\$ 4,674,424.25	\$ -	\$ -	\$ 4,674,424.25	\$ 455,800.00	\$ 4,218,624.25
Total Special Revenue Funds		\$ 16,984,440.85	\$ 7,096,462.00	\$ 28,410,800.00	\$ 52,491,702.85	\$ 39,238,033.00	\$ 13,253,669.85
Debt Service Fund Group							
General Bond Retirement		\$ 2,996,523.69	\$ 3,877,980.00	\$ 30,000.00	\$ 6,904,503.69	\$ 3,508,900.00	\$ 3,395,603.69
Pearl Road TIF # 1		\$ 716,769.09	\$ -	\$ 1,091,000.00	\$ 1,807,769.09	\$ 1,091,200.00	\$ 716,569.09
Route 82 TIF		\$ 130,327.12	\$ -	\$ 180,100.00	\$ 310,427.12	\$ 209,000.00	\$ 101,427.12
Pearl Road TIF # 2		\$ 119,183.99	\$ -	\$ 71,000.00	\$ 190,183.99	\$ 51,500.00	\$ 138,683.99
Pearl Road TIF # 3		\$ 22,066.39	\$ -	\$ 33,000.00	\$ 55,066.39	\$ 53,000.00	\$ 2,066.39
Westwood Commons TIF		\$ -	\$ -	\$ 36,000.00	\$ 36,000.00	\$ 36,000.00	\$ -
Giant Eagle TIF		\$ 85,796.29	\$ -	\$ 85,500.00	\$ 171,296.29	\$ 103,000.00	\$ 68,296.29
GETGO TIF		\$ 44,184.29	\$ -	\$ 22,000.00	\$ 66,184.29	\$ 41,200.00	\$ 24,984.29
Clover Senior TIF		\$ 78,596.05	\$ -	\$ 111,000.00	\$ 189,596.05	\$ 144,200.00	\$ 45,396.05
Pearl Road TIF # 4		\$ 152,200.00	\$ -	\$ 130,200.00	\$ 282,400.00	\$ 103,000.00	\$ 179,400.00
Cane's/Chase		\$ 16,000.00	\$ -	\$ 16,000.00	\$ 32,000.00	\$ -	\$ 32,000.00
Total Debt Service Funds		\$ 4,361,646.91	\$ 3,877,980.00	\$ 1,805,800.00	\$ 10,045,426.91	\$ 5,341,000.00	\$ 4,704,426.91

City of Strongsville, Cuyahoga County, Ohio
STATEMENT OF FUND ACTIVITY
For the Year Ending December 31, 2021

(List All Funds Individually)

Schedule 2

I	II	III	III	IV	V	VI
Fund By Type	Beginning Estimated Unencumbered Fund Balance	Property Taxes and Local Government Fund Revenue	Other Source Receipts	Total Resources Available For Expenditures	Total Estimated Expenditures and Encumbrances	Ending Estimated Unencum- bered Balance
<u>Capital Project Fund Group</u>						
Recreation Capital Improvement	\$ 208,840.37	\$ -	\$ 50,500.00	\$ 259,340.37	\$ 75,000.00	\$ 184,340.37
General Capital Improvement	\$ 3,872,940.46	\$ -	\$ 1,771,200.00	\$ 5,644,140.46	\$ 2,025,000.00	\$ 3,619,140.46
TIF Capital Improvement Funds	\$ 2,840,972.57	\$ -	\$ 129,600.00	\$ 2,970,572.57	\$ -	\$ 2,970,572.57
Total Capital Project Funds	\$ 6,922,753.40	\$ -	\$ 1,951,300.00	\$ 8,874,053.40	\$ 2,100,000.00	\$ 6,774,053.40
<u>Enterprise Fund Group</u>						
Sanitary Sewer	\$ 13,717,432.85	\$ -	\$ 8,978,700.00	\$ 22,696,132.85	\$ 14,262,335.00	\$ 8,433,797.85
<u>Internal Service Fund Group</u>						
Health Insurance Reserve	\$ 2,021,686.67	\$ -	\$ 6,439,000.00	\$ 8,460,686.67	\$ 5,939,000.00	\$ 2,521,686.67
Worker's Compensation Reserve	\$ 1,423,163.76	\$ -	\$ 616,500.00	\$ 2,039,663.76	\$ 694,000.00	\$ 1,345,663.76
Total Internal Service Fund Group	\$ 3,444,850.43	\$ -	\$ 7,055,500.00	\$ 10,500,350.43	\$ 6,633,000.00	\$ 3,867,350.43
TOTAL ALL FUNDS	\$ 55,443,741.92	\$ 12,037,087.00	\$ 86,211,593.00	\$ 153,692,421.92	\$ 106,531,868.00	\$ 47,160,553.92

**City of Strongsville, Cuyahoga County, Ohio
Tax Budget**

For the Year Ending December 31, 2021

UNVOTED GENERAL OBLIGATION DEBT

(Include General Obligation Debt To Be Paid From Inside/Charter Millage Only)
(Do Not Include Special Obligation Bonds & Revenue Bonds)

Schedule 3

I Purpose of Bonds or Notes	II Date of Issue	III Final Maturity Date	IV Principal Amount Outstanding At The Beginning Of The Year	V Amount Required To Meet Budget Year Principal & Interest Payments	VI Amount Receivable From Other Sources To Meet Debt Payments
General Purpose Various Improvement Bonds 2011 Issue	6-Sep-11	1-Dec-21	\$1,275,000	\$1,326,000	\$0
General Purpose Various Improvement Bonds 2014 Issue	1-Apr-14	1-Dec-26	\$5,770,000	\$1,095,975	\$0
General Purpose Various Improvement Bonds 2015 Issue	22-Oct-15	1-Dec-26	\$6,740,000	\$223,269	\$0
General Purpose Various Improvement Bonds 2016 Issue	21-Jul-16	1-Dec-34	\$10,450,000	\$693,825	\$0
General Purpose Various Improvement Bonds 2016 Issue (TIF)	21-Jul-16	1-Dec-29	\$4,985,000	\$576,188	\$576,188
Totals			\$29,220,000	\$3,915,257	\$576,188

[illegible]

City of Strongsville, Cuyahoga County, Ohio
Tax Budget

For the Year Ending December 31, 2021

SCHEDULE OF INTERFUND TRANSFERS

Supplemental Schedule

From	Amount	To
Transfers		
General Fund	\$3,700,000	Street Construction, Maintenance & Repair Special Revenue Fund
General Fund	\$3,500,000	Fire Levy Special Revenue Fund
General Fund	\$2,000,000	Multi-Purpose Special Revenue Fund
General Fund	\$900,000	Police Pension Special Revenue Fund
General Fund	\$1,032,000	Fire Pension Special Revenue Fund

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2020 – 063

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR, LAW DIRECTOR AND OUTSIDE LEGAL COUNSEL TO ENTER INTO AND IMPLEMENT A SETTLEMENT AGREEMENT AND RELATED REAL ESTATE PURCHASE AGREEMENT IN ORDER TO RESOLVE PENDING LITIGATION; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Strongsville is a party to litigation in *Petros Family Limited Partnership, et al. v. City of Strongsville, Ohio, et al.*, Cuyahoga County Common Pleas Court, Case No. CV-18-908984 the "litigation"); and

WHEREAS, the parties to the litigation have proposed a Settlement Agreement and related Real Estate Purchase Agreement, copies of which are attached hereto as Exhibit "1" for resolution of all pending issues before the Court in the aforesaid litigation; and

WHEREAS, the settlement as detailed in such documents would be in the best interests of the City.

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 approves the settlement of the litigation, and further authorizes and directs the Mayor, Law Director and David J. Matty, outside legal counsel for the City, to execute and implement a Settlement Agreement and related Real Estate Purchase Agreement all within the litigation, in the form attached hereto as Exhibit "1" with attachments thereto.

Section 2. That the funds necessary for this Ordinance have been appropriated and shall be paid from the General Capital Improvement 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 formal action were in meetings open to the public in compliance with all legal requirements.

Section 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City; and for the further reason that the immediate execution of the aforesaid documents are necessary to resolve pending litigation and 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. 2020 – 063
Page 2

President of Council

Approved: _____
Mayor

Date Passed: _____ Date Approved: _____

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
DeMio	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

Attest: _____
Clerk of Council

ORD. No. 2020-063 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the "Settlement Agreement") is made and entered into this _____ day of _____, 2020, by and between THE PETROS FAMILY LIMITED PARTNERSHIP, (hereinafter collectively referred to as "Property Owner" or "the Plaintiff") and the CITY OF STRONGSVILLE, an Ohio municipal corporation, and CITY OF STRONGSVILLE CITY COUNCIL (hereinafter collectively referred to as "City" or "the Defendant") to settle and extinguish their mutual rights, claims and obligations arising from their disputes and differences relating to the lawsuit filed by the Plaintiff in the Cuyahoga County Court of Common Pleas, and known as the *Petros Family Limited Partnership, et al., v. City of Strongsville, Ohio, et al.*, Case No. CV 18-908984 (hereinafter "the Lawsuit") regarding the property described as Permanent Parcel No. 399-01-005 (hereinafter "the Property").

NOW THEREFORE, with the intent to be legally bound, the parties agree as follows:

1. The purpose of this Agreement is to facilitate the settlement, dismissal with prejudice, and release of any and all claims which were asserted, or which could have been asserted with respect to the facts giving rise to the Lawsuit now pending in the Cuyahoga County Court of Common Pleas, Case No. CV-18-908984. Conditioned upon the successful Closing (defined in the Purchase Agreement) of the transactions contemplated herein, the Plaintiff agrees to fully release all causes of action against the City, its employees, agents, City Council and officials concerning the subject matter of the Litigation and Property. Conditioned upon the successful Closing of the transactions contemplated herein, the City agrees to fully release all causes of action against the Plaintiff, its employees, agents, and its members concerning the subject matter of the Litigation and Property except as otherwise set forth in the Purchase Agreement.

2. At Closing, the parties shall submit a Stipulation of Settlement and Dismissal with Prejudice with the trial court. A copy of the Stipulation of Settlement and Dismissal is attached hereto as Exhibit A.
3. Pursuant to the Purchase Agreement attached hereto as Exhibit B, the Petros Family Limited Partnership shall convey to the City of Strongsville the Property described as Permanent Parcel No. 399-01-005. The City shall pay a total sum of Five Hundred Thirty-Five Thousand Dollars (\$535,000.00) for the Property pursuant to the terms of the attached Purchase Agreement, Exhibit B.
4. Conditioned upon the successful closing of the transactions contemplated herein, the Plaintiff agrees to fully release all causes of action against the City, its employees, and officials, and insurers concerning the subject matter of the Lawsuit and the Property as set out in the Full and Final Comprehensive Mutual Release of all Claims and Demands, a copy of which is attached hereto as Exhibit C.
5. Conditioned upon the successful closing of the transactions contemplated herein, the Defendant agrees to fully release all causes of action against the Plaintiff, its employees, members and agents concerning the subject matter of the Lawsuit and the Property except as otherwise set forth in the Purchase Agreement as set out in the Full and Final Comprehensive Mutual Release of all Claims and Demands, a copy of which is attached hereto as Exhibit C.
6. The Plaintiff shall convey to the City, by General Warranty Deed, good, free and clear title in fee simple to the real property, excepting restrictions, and encumbrances of record.
7. The City shall pay Five Hundred Thirty-Five Thousand Dollars (\$535,000.00) to the Plaintiff for the purchase of the Property within sixty (60) days of the effective date of

this Agreement; and title to the Property shall transfer to the City on the date payment for the Property is received by the Property Owner.

8. All real property taxes for the Property shall be prorated to the date title to the Property is transferred. The City shall seek tax exemption for the Property from the time that the City takes ownership.
9. Each party acknowledges that its attorneys participated in the review and drafting of this Settlement Agreement. The Parties further acknowledge that they have carefully read and understand all of the provisions of this Settlement Agreement, and that they are voluntarily, and of their own free will, entering into this Agreement.
10. The parties will each bear their own costs and attorney fees and court costs incurred as a result of the court case.
11. This Agreement is made and entered into in the State of Ohio, and shall be interpreted, enforced, and governed under the laws of the State of Ohio.
12. Any amendments, modifications, or waivers of any provision of this Agreement are valid only if in writing and signed by all parties hereto, and authorized in accordance with law.
13. Any determination that any provision contained herein is invalid or unenforceable shall not affect the validity or enforceability of any other provision of this Agreement.
14. This Settlement Agreement represents a compromise of claims, and shall not be construed as an admission of liability or responsibility. This Settlement Agreement is a full settlement of all claims which have, or might be made by the Plaintiff against the Defendants as a result of the City's zoning of the Property, or any other rights the Property Owner may claim as a result of the City's action or inaction in regard to the Property, upon the terms and conditions set forth herein.

15. This Settlement Agreement is specifically subject to and contingent upon proper approval by the Strongsville City Council and Mayor in accordance with law.

16. This Settlement Agreement and the mutual releases and obligations contained herein are specifically subject to and contingent upon the successful Closing of the transactions contemplated hereunder. In the event the aforementioned Closing does not occur, this Settlement Agreement shall terminate.

17. This Settlement Agreement is binding upon and inures to the benefit of the parties, their respective heirs, legal representatives, successors, and assigns.

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

THE PETROS FAMILY LIMITED
PARTNERSHIP

CITY OF STRONGSVILLE, OHIO

BY: _____

BY: _____

Thomas P. Perciak, Mayor

DATE: _____

DATE: _____

CITY OF STRONGSVILLE, OHIO
CITY COUNCIL

BY: _____

DATE: _____

Approved as to form only by:

Law Director, Neal Jamison

Approved as to form only by:

David J. Matty, Special Counsel

IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO

PETROS FAMILY LIMITED)	CASE NO. CV 18 908984
PARTNERSHIP, et al.)	
)	
Plaintiff/Relator,)	JUDGE SHANNON GALLAGHER
)	
-VS-)	
)	
CITY OF STRONGSVILLE, et al.)	
)	
Defendants/Respondents.)	

STIPULATION OF SETTLEMENT AND DISMISSAL ENTRY

The Plaintiff-Relator, Petros Family Limited Partnership and Defendants-Respondents, City of Strongsville and City of Strongsville, City Council, hereby agree and stipulate that the within action is hereby settled and that the case may be dismissed with prejudice, costs to be split between the parties.

DATE

JUDGE SHANNON GALLAGHER

JOHN P. SLAGTER (0055513)
ANTHONY R. VACANTI (0080834)
Tucker Ellis LLP
950 Main Avenue, Suite 1100
Cleveland, Ohio 44113

*Counsel for Plaintiff,
The Petros Family Limited Partnership*

DAVID J. MATTY (0012335)
SHANA A. SAMSON (0072871)
Matty, Henrikson & Greve LLC
1001 Lakeside Ave., Suite 1410
Cleveland, Ohio 44140

Neal M. Jamison (0002631)
Law Director, City of Strongsville, Ohio
16099 Foltz Parkway
Strongsville, Ohio 44149

*Counsel for Defendants,
City of Strongsville, et al.*

REAL ESTATE PURCHASE AGREEMENT

EXHIBIT B

This Real Estate Purchase Agreement ("Purchase Agreement") is made and entered into this _____ day of _____, 2020, by and between the Petros Family Limited Partnership ("Seller") and the City of Strongsville, an Ohio municipal corporation ("Buyer").

The Effective Date of this Agreement shall be the date this Agreement is signed by Seller, if Seller is the last to sign, or by Buyer, if Buyer is the last to sign. The Closing Date shall be the date defined in Section 6.1 of this Agreement.

SECTION 1—THE PROPERTY.

Seller agrees to sell and Buyer agrees to purchase:

- (a) The Real Property commonly known as Permanent Parcel No. 399-01-005 located on Royalton Road in Strongsville, Ohio, together with all easements, appurtenances, rights and privileges and hereditaments appertaining thereto or thereto belonging, together with all right, title and interest of Seller in and to any land lying in the bed of any highway, street, road or avenue, open or proposed in front of or abutting or adjoining the property ("Land"). The property contains approximately 1.5 acres of land.

The Land, any Improvements, and all rights and appurtenances are hereinafter collectively referred to as the "Property."

SECTION 2—PURCHASE PRICE.

Buyer agrees to pay Seller, as the purchase price for the Property, the sum of Five Hundred Thirty-Five Thousand Dollars (\$535,000.00) ("Purchase Price"). The entire Purchase Price, less the sum of the prorations, adjustments and other credits to which Buyer is entitled, shall be deposited in immediately available funds with the Escrow Agent on or before the Closing Date.

SECTION 3—ESCROW, SURVEY AND TITLE INSURANCE.

3.1 Designation of Escrow Agent.

The Northern Title Insurance Company, or such other title company or lending institution as may be chosen by mutual agreement of Seller and Buyer, is hereby designated as the Escrow Agent in connection with this transaction. Immediately following the Effective Date, Buyer shall open an escrow account with the Escrow Agent. This Agreement shall serve as escrow instructions and shall be subject to the usual conditions of acceptance of the Escrow Agent, insofar as the same are not inconsistent with any of the terms hereof.

3.2 Title Commitment.

Within Thirty (30) days after the Effective Date, Seller shall cause the Title Agency ("Title Company") to issue to Buyer a commitment for an ALTA Owner's Policy of Title Insurance in the amount of the Purchase Price ("Commitment"), together with legible copies of all instruments evidencing those matters listed as exceptions in the Commitment, setting out the state of title to the Property as of the effective date of the Commitment, the Title Company's requirement to delete the standard printed exceptions on Schedule B of the Title Policy, and committing to issue those endorsements required by Buyer. The Title Company shall be instructed to deliver a copy of the Commitment to Seller and Buyer.

3.3 Title Objections.

Within ten (10) days after receipt of the Commitment, Buyer will give Seller notice ("Objection Notice") of any easements, conditions, restrictions, covenants, reservations, limitations, rights of way, encroachments, or other matters disclosed in the Commitment which are objectionable for any reason to Buyer ("Defect"). Seller may, but shall not be obligated to cure any Defect with respect to which Buyer delivers an Objection Notice. If Seller fails to cure or remove a Defect within thirty (30) days following receipt of the Objection Notice, Buyer shall

have the right, at its sole option, to: (i) waive the defect which Seller has not removed or cured and accept title to the Property subject to the Defect without reduction in the Purchase Price; provided that no such waiver shall operate to release Seller of its other obligations in this Real Estate Purchase Agreement; (ii) extend the Closing Date for a period agreed to provide Seller with additional time within which to cure or remove the Defect; or (iii) terminate this Agreement. In the event of such termination, all funds and documents deposited by the Buyer into escrow shall be immediately returned to Buyer and thereupon the parties shall be fully released from any further obligation to the other under this Agreement, except Seller shall pay all accrued escrow and title charges.

3.4 Obligation to Satisfy Certain Encumbrances.

Notwithstanding any other provision of this Agreement to the contrary, Seller shall have the unconditional obligation to remove or cure, at no cost to Buyer, any Defect or other title matters which are a lien for the payment of money only, an encumbrance that can be removed by the payment of a definite sum of money, or any title matter which arose after the Effective Date as a result of the acts of Seller.

3.5 Title Policy.

It shall be a condition precedent to Buyer's obligation to purchase the Property that the Title Company can and will, on the Closing Date, issue an ALTA Owner's Policy of Title Insurance (the "Title Policy") to Buyer, in the amount of the Purchase Price, insuring that title to the Property is vested in Buyer, free and clear from all liens and encumbrances, except for the Permitted Exceptions, and with all standard printed exceptions on Scheduled B of the Title Policy deleted. All easements appurtenant to or for the benefit of the Property shall be free and clear of liens and encumbrances and so insured in the Title Policy. The Title Policy shall include

the following endorsements, in form acceptable to Buyer: (i) owners comprehensive; (ii) access; (iii) survey; and (iv) location. On or before the Closing Date, Seller shall deliver to the Title Company a standard owner's affidavit as required by the Title Company to delete the standard printed exceptions from the Title Policy. The Buyer shall pay the costs of any survey of the property if required by Buyer.

3.6 Survey.

Other than to provide Buyer with copies of existing surveys pursuant to other provisions of this Agreement, Seller shall permit Buyer, at Buyer's expense to have performed on this Property any survey or environmental survey which Buyer wishes to have performed.

SECTION 4 – CONVEYANCE.

4.1 Deed.

Seller shall deliver to the Escrow Agent a General Warranty Deed ("Deed") in form reasonably acceptable to Buyer, conveying to Buyer fee simple marketable and insurable title to the Property, free and clear of all liens, claims, and encumbrances whatsoever, except the following (collectively, the "Permitted Exceptions"):

- (a) Easements, conditions, covenants and restrictions of record approved by Buyer, in its sole discretion;
- (b) Zoning ordinances;
- (c) Current taxes and assessments, both general and special, not yet due and payable.

The Permitted Exceptions shall be specifically and not categorically excepted from the warranty of title in the Deed. At least four (4) business days prior to the Closing Date a copy of the proposed Deed shall be submitted by Seller to Buyer for approval as to form.

SECTION 5 – PRORATION AND CLOSING COSTS.

5.1 Prorations of Taxes, and Utility Charges.

Real estate taxes and assessments (except assessments for improvements and respreads of taxes and assessments previously in default which are payable in installments, if any, all of which shall be charged to Seller) shall be prorated by the Escrow Agent as of the Closing Date, with the Closing Date being treated as a day of ownership by Seller. Taxes and assessments shall be prorated on the basis of the latest available tax duplicate and all such prorations shall be final. Notwithstanding anything in this Agreement to the contrary, Seller shall pay any real estate taxes due up through the date the Property is transferred to Buyer based on the last available tax duplicate. The parties themselves shall prorate all water, sewer and utility bills, if any, as of the date of transfer of the Property. Such proration shall be made as soon as the necessary figures are available.

5.2 Costs to be Paid by Seller.

Seller shall pay or be charged with the following costs and expenses in connection with this transaction:

- (a) Seller's pro rata share of all items to be prorated in escrow;
- (b) Seller's attorney fees;
- (c) Any expenses in connection with discharging any liens, encumbrances, easements, conditions or restrictions not approved by Buyer, as set forth in this Purchase Agreement;
- (d) One-half (1/2) of all escrow fees;
- (e) The title commitment and guarantee fees; and
- (f) All other fees and charges which are required to be paid by Seller pursuant to this Agreement.

5.3 Costs to be Paid by Buyer.

Buyer shall pay the following costs and expenses in connection with this transaction:

- (a) The cost of recording the Deed;
- (b) The title insurance policy fees due over and above the title commitment and guarantee fees to be paid by the Seller as set out in Section 5.2(e);
- (c) One half (1/2) of the escrow fees;
- (d) Buyer's pro rata share of all items to be prorated in escrow;
- (e) Buyer's attorney fees; and
- (f) All other fees and charges which are required to be paid by Buyer pursuant to this Agreement.

SECTION 6 –POSSESSION AND CLOSING.

6.1 Closing Date.

Unless the parties otherwise agree in writing, this transaction shall be closed and the Deed filed on or before seventy-five (75) days after the Effective Date. The time and date of such closing is referred to herein as the “Closing Date” or the “Closing.” Unless otherwise provided herein, all documents and funds necessary for Closing shall be deposited in escrow on or prior to the Closing Date.

6.2 Seller’s Closing Documents.

Seller will deposit the following documents with the Escrow Agent:

- (a) The Deed as set out in Section 4;
- (b) Standard owner’s affidavit and other information as the Title Company shall reasonably require in order to remove the standard exceptions from Schedule B of its Title Policy; and
- (c) Such other documents as the Escrow Agent may reasonably require in order to consummate the transaction contemplated by this Agreement.

6.3 Buyer’s Closing Documents and Funds.

Buyer will deposit the following documents and funds with the Escrow Agent:

- (a) Funds as required under Section 2 and any other additional closing costs required to be paid by Buyer as set out this Purchase Agreement;
- (b) Tax exempt conveyance fee statement; and
- (c) Such documents as the Escrow Agent may reasonably require in order to consummate the transaction contemplated by this Agreement.

6.4 Possession.

No later than the Closing Date, Seller shall deliver exclusive possession of the property to Buyer. Until such time as Seller delivers exclusive possession to Buyer, Seller is required to maintain property and any necessary liability insurance on the property in the amount of Five Hundred Thirty-Five Thousand Dollars (\$535,000.00) and with an insurance company authorized to do business in Ohio and shall name the City as an additional insured.

SECTION 7 – CONDITION OF THE PROPERTY.

7.1. “As-Is” Condition.

Except as otherwise expressly set forth in this Agreement, in the event Buyer proceeds to close this transaction, Buyer agrees to purchase the Property “AS IS,” with no express or implied warranty or representation by Seller as to its physical condition or otherwise, except as otherwise set forth in this agreement to the contrary. . Buyer acknowledges that Seller as made no representation as to the condition or state of repair of the Property except as otherwise expressly set forth in this Agreement.

SECTION 8 – DUE DILIGENCE.

8.1 Due Diligence Inspections.

During the sixty (60) day period commencing with the Effective Date (the “Due Diligence Period”), Seller shall provide Buyer and Buyer’s representatives upon at least 24 hours prior notice with reasonable access to any portion of the Property for the purpose of conducting surveys, inspections, engineering studies, appraisals, test boring, or any other activities reasonably required by Buyer in order to determine, in Buyer’s sole and reasonable discretion, the suitability of the Property for Buyer’s purposes (collectively, the “Inspections”). The right to conduct Inspections shall include the right to enter upon any portion of the Property to take measurements, make inspections, make boundary and topographical survey maps, and to conduct geotechnical, environmental, groundwater, wetland, structural and other studies required by Buyer, in its sole discretion. Upon completion of any such inspections, examinations or testing, Buyer shall restore the Property to substantially its former condition. Buyer shall release and hold Seller, its agents, representatives, employees, and members harmless from any and all claims and liabilities arising from Buyer accessing the Property and conducting the Inspections. No such Inspections shall constitute a waiver or relinquishment on the part of the Buyer of its

rights under any covenant, condition, representation, or warranty of Seller under this Agreement. Upon execution of this Agreement, Seller shall deliver to Buyer, at no cost to Buyer, such of the following to the extent they are in the actual possession of Seller: existing soil and groundwater tests, surveys, title policies, environmental reports – Phase I and Phase II, underground storage tank test results, waste disposal records, wetland reports, permit records, other engineering tests and studies pertaining to the Property, and all records concerning the presence, location and quantity of asbestos-containing material and presume asbestos-containing material as set out in 29 CFR 1910.100(j)(2)(ii). Seller makes no warranties or representations as to the accuracy of the tests, surveys, policies, reports, and other due diligence documents provided to Buyer. If the results of the Inspections or the Reports are not acceptable to Buyer, in its sole discretion, Buyer may terminate this Agreement by written notice given to the Seller on or before the expiration of the Due Diligence Period. In the event of such termination, the funds and documents deposited by Buyer into escrow shall be immediately returned to Buyer and thereupon the parties shall be fully released from any further obligations to the other under this Agreement, except Seller shall pay all accrued escrow and title charges. Failure to give Notice of Termination is deemed to be a waiver of this contingency.

SECTION 9 – REPRESENTATIONS AND WARRANTIES OF SELLER.

Seller represents, warrants and covenants to Buyer, that as of the date of this Agreement and as of the Closing Date:

- (a) Organization and Title. Seller is a Limited Partnership duly created and validly existing under the law of the State of Ohio. Seller is the owner of good and marketable indefeasible fee simple title in and to the Property and has the authority to act on behalf of the Limited Partnership;

- (b) Authorization. The execution and delivery of this Agreement and the documents and instruments described herein and the performance by Seller of its obligations hereunder have been duly authorized and create binding obligations on the part of Seller. The person signing this Agreement on behalf of Seller has been duly authorized to execute and deliver this Agreement on behalf of Seller;
- (c) No Conflict. The execution and delivery of this Agreement and performance thereunder by Seller will not conflict with or result in a violation of, or breach of, or constitute a default under any law or administrative regulation or any of the terms, conditions or provisions of any judgment, decree, loan agreement, bond, note, resolution, indenture, mortgage, deed of trust or other agreement or instrument to which it is a party;
- (d) Non-Foreign Status. Seller is not a “foreign person” within the meaning of Section 1445 of the Internal Revenue Code;
- (e) Third Party Rights. No person or entity other than Seller will have at Closing, any use, occupancy or leasehold right with respect to the Real Property or any part thereof, and the Property is not subject to any: (a) lease or sublease; (b) unrecorded easements; (c) options to purchase; (d) rights of first purchase or refusal; or (e) any other agreement or contract to use, lease or purchase the Property;
- (f) Assessments. Seller has not received written notice of any special assessments or proceedings for increase of the assessed valuation of the Property, nor does Seller have actual knowledge of any such special assessments or proceedings being planned, proposed or threatened with respect to the Real Property or any part thereof;

(g) Litigation. With the exception of the matter of *Petros Family Limited Partnership, et al., v. City of Strongsville, Ohio, et al.*, Cuyahoga County Court of Common Pleas Case No. CV 18-908984, no claim, action, suit or proceeding (including, without limitation, any condemnation, tax appeals, eminent domain or similar proceeding) relating to the Property or the transaction contemplated by this Agreement is pending or, Seller has no actual knowledge of any, threatened, proposed or planned action or litigation against Seller or the Property before any court or other governmental authority or arbitration tribunal, and there is no outstanding judgment, order, writ, injunction, decree, or award against the Property, Seller or the transaction contemplated by this Agreement;

(h) Environmental Matters.

1. Seller has not received written notice of and that Seller has no actual knowledge of any investigation or claim pertaining to the Property under Applicable Environmental Laws and Seller has no actual knowledge of any Hazardous Substance on or in the Property;
2. For purposes of this Agreement, the term "Hazardous Substance" shall mean (1) any substance, chemical, waste or organism that is hazardous, toxins, pathogenic, or dangerous, or that is or shall be listed or interpreted as such, under Applicable Environmental Laws; (2) petroleum or petroleum products; (3) polychlorinated biphenols (PCB's), asbestos, methylene chloride, trichloro ethylene, transdichloroethylene, dioxines, dibenzofurans, or any "extremely hazardous substance": as described in the Emergency Planning and Community Right-to-Know Act of 1986 (42 U.S.C. Sub-section 11001 et seq.), ureaformaldehyde,

talc, or any material containing the previously mentioned substances, lead based paint, and (4) any insecticides, fungicide and rodenticide;

3. For purposes of this Agreement, the term “Applicable Environmental Laws” shall include the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”), 42 U.S.C. Sub-section 9601 et seq.; the Resource Conservation and Recovery Act (“RCRA”), 42 U.S.C. Sub-section 6901 et seq.; the Clean Air Act, 42 U.S.C. Sub-section 7401 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. Sub-section 1251 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Sub-section 1801 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. Sub-section 13666 et seq.; the Toxic Substances Control Act, 15 U.S.C. Sub-section 2601 through 2629; the Safe Drinking Water Act, 42 U.S.C. Sub-section 300f and 300j; the Refuse Act of 1989 (33 U.S.C. Sub-section 407); the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. Sub-section 11001 et seq.; as amended from time to time; and any similar federal, state and local laws and ordinances and the regulations and rules implementing such statutes, laws and ordinances, including without limitation, those which regulate or pertain to Hazardous Substances of environmental matters;
4. For purposes of this Agreement, the terms of “discharge,” “removal,” “release,” or “remedial” action shall have the same meaning as stated and interpreted in CERCLA;

- (i) Wetlands. Seller represents that it has not received written notice of and Seller has no actual knowledge that there are no wetlands existing on the subject Property in part or in whole;
- (j) Utilities. If the Property is serviced by electrical, gas, telephone, and/or water lines, these services are in good condition. All lines presently serving the Property either enter the Property through adjoining public streets, or if they pass through adjoining private land, do so in accordance with valid easements.
- (k) Underground Tanks. Seller represents that it has not received written notice of and Seller has no actual knowledge of any underground tanks on or in the Property.
- (l) General. No representation or warranty made herein by Seller, and no statement contained in any document, schedule, certificate or other instrument furnished or to be furnished to Buyer by Seller in connection with the transactions contemplated by this Agreement, contain any untrue statement of material fact or omits or will omit to state any material facts necessary in order to make any statement of fact contained herein, or therein, not misleading. Each representation and warranty of Seller set forth in this Agreement shall be true in all material respects on and as of the Closing Date as though such representation or warranty was made again on and as of such time. The representations and warranties of Seller as set forth in this Agreement shall survive the Closing Date and the Closing of this transaction for a period of two years.

SECTION 10 – DEFAULT.

10.1 Seller Default. In the event of default hereunder by Seller and provided that the Buyer is not otherwise in default under any provision of this Agreement, Buyer may elect to either: (i) terminate this Agreement by written notice to Seller, in which event all funds and

documents deposited by Buyer into escrow shall be immediately returned to Buyer and thereupon the parties shall be released from any further obligation to the other under this Agreement, or (ii) to exercise the remedy of specific performance to enforce the terms and conditions hereof. In this case, the Seller will pay all escrow fees and title charges incurred.

10.2 Buyer Default. In the event of default hereunder by Buyer, and Buyer fails to consummate the transactions contemplated herein for any reason, except default by Seller or the failure of any of the conditions to Buyer's obligations set forth in this Agreement, Seller shall have the right to enforce Seller's right to specific performance and/or file a claim for compensatory damages against Buyer arising from Buyer's failure to perform or from any other failure to act by Buyer under this Agreement, except in this case the Buyer will pay all escrow fees and title charges incurred.

SECTION 11 – BROKERS.

Seller and Buyer represent and warrant to each other that no broker, agents or finders were used in connection with this transaction and the sale of the Property. . Except as otherwise provided by law, Seller and Buyer agree to indemnify and hold the other harmless from and against all claims for brokerage commissions or fees and/or finder's fees made by any broker, finder or any other person or entity claiming (i) to have been retained by the indemnifying party in connection with this transaction or the Property, or (ii) to be the procuring cause of this transaction due to any act or authorization of the indemnifying party. The foregoing indemnity shall survive the Closing Date.

SECTION 12 – DAMAGE AND DESTRUCTION.

The risk of loss or damage to the Property, shall be borne by Seller through the date and time that Seller transfers the Property to the Buyer.

12.1 Damage/Destruction.

Until the Closing Date, Seller shall maintain insurance coverage insuring the Property in an amount not less than of Five Hundred Thirty-Five Thousand Dollars (\$535,000.00) and shall maintain the Property in good condition, except for ordinary wear and tear.

SECTION 13 – ADDITIONAL CONDITIONS TO BUYER’S OBLIGATIONS.

The obligation of Buyer to consummate the transaction contemplated by this Agreement is further expressly conditioned upon the fulfillment of each of the following conditions (all or any portion of which may be waived by Buyer, if permitted by law, in whole or in part, at or prior to, the Closing Date):

- (a) Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Agreement to be performed, observed and complied with by Seller prior to or as of the Closing Date as and when required;
- (b) All of the representations and warranties made by Seller and set forth in this Agreement shall be true and correct as of the date of this Agreement and as of the Closing Date;
- (c) The Title Company shall be prepared to issue the Title Policy to Buyer;
- (d) Buyer shall have completed its due diligence review and waived the due diligence contingency set forth in Section 8 prior to the expiration of the Due Diligence Period, subject to extension as provided herein.
- (e) The Property is delivered in the physical condition required by this Agreement specifically, all trash and debris must be removed from the Property.
- (f) City Council approves of this Purchase Agreement.

If any of the conditions of this Section 13 are not fulfilled, in whole or in part, or if at any time Buyer determines, in its reasonable judgment, that any of the conditions set forth in this Section 13 cannot be fulfilled, in whole or in part, on or before the Closing Date (or such earlier contingency date as specified above), Buyer, at its sole option, shall have the right, exercisable by notice to Seller, (i) to waive such condition and proceed to close this transaction; (ii) to terminate this Agreement in which event the funds and documents deposited by Buyer in escrow shall be immediately returned to Buyer and this Agreement shall have no further force or effect and thereupon the parties shall be released from any further obligation to the other under this Agreement except as may exist in the litigation currently pending between them; (iii) to extend the Closing Date for a period not longer than ten (10) days to permit Seller to satisfy such conditions; or (iv) if Closing does not occur by reason of Seller's default, and Buyer is not otherwise in default under this Agreement, to sue Seller for specific performance.

SECTION 14 – MISCELLANEOUS.

14.1 Governing Law.

This Agreement shall be construed in accordance with and governed by the laws of the State of Ohio.

14.2. Counterparts.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

14.3. Entire Agreement.

This Agreement, together with the attached Exhibits, the Settlement Agreement, the Full and Final Comprehensive Release of all Claims and Demands, and the Stipulated Dismissal Entry contain all of the terms and conditions of the agreement between the parties, and any and

all prior and contemporaneous oral and written agreement are merged herein. The Exhibits attached to this Agreement are hereby incorporated by reference in their entirety with the same force and effect as if they were set forth at length in this Agreement.

14.4 Modifications and Waivers.

This Agreement cannot be changed nor can any provision of this Agreement, or any right or remedy of any party, be waived orally. Changes and waivers can only be made in writing and the change or waiver must be signed by the party against whom the change or waiver is sought to be enforced. Any waiver of any provision of this Agreement, or any right or remedy, given on any one or more occasions shall not be deemed a waiver with respect to any other occasion.

14.5 Parties Bound.

This Agreement shall be binding upon and inure to the benefit of the heirs, executors, successor, and assigns of the parties hereto.

14.6 Notices.

Any notice, demand, request, or other communication required or permitted to be given under this Agreement shall be in writing and delivered in person or sent by United State certified or registered mail, return receipt request, postage prepaid, or sent by overnight courier, addressed as follows:

To Seller: John Slagter, Esq.
 Tucker Ellis LLP
 950 Main Avenue, Suite 1100
 Cleveland, Ohio 44113

To Buyer: Neal Jamison, Esq.
 Law Director
 City of Strongsville
 16099 Foltz Parkway
 Strongsville, Ohio 44149

Or communication may be addressed to such other address as the party may specify to the other party by notice in writing similarly given. Any notice shall be given by either (i) personal delivery, in which event it shall be deemed given on the date of delivery; (ii) certified mail, return receipt requested, in which event it shall be deemed given on the date postmarked; or (iii) next or second business day delivery by nationally recognized overnight courier, in which event it shall be deemed given on the day of receipt by the courier.

14.7 Section Headings.

The captions in the Agreement and in the Exhibits are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement or such exhibits.

14.8 Severability.

If one or more of the provisions of this Agreement or the application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions or any other application thereof shall in no way be affected or impaired.

14.9 Date for Performance.

If the date for performance of any act under this Agreement falls on a Saturday, Sunday or federal or state holiday, the date for such performance shall automatically be extended to the first succeeding business day which is not a federal or state holiday.

14.11 Cooperation.

Prior to, at and after the Closing, each party shall also execute and deliver such further instruments of conveyance, sale, assignment or transfer, and shall take or cause to be taken, such other further action as either party shall reasonably request in writing, which request shall not be

unreasonably or arbitrarily denied, as may be necessary to confirm or effectuate the transaction contemplated by this Agreement.

SELLER:

PETROS FAMILY LIMITED PARTNERSHIP

By: _____

Date: _____

BUYER:

CITY OF STRONGSVILLE, OHIO

By: _____

Thomas P. Perciak, Mayor

Date: _____

**FULL AND FINAL COMPREHENSIVE MUTUAL RELEASE OF ALL
CLAIMS AND DEMANDS**
Exhibit C

This Full and Final Comprehensive Mutual Release executed on the _____ day of _____, 2020, by the PETROS FAMILY LIMITED PARTNERSHIP, on behalf of itself and its trustee, beneficiaries, its heirs, legal representatives, successors, and assigns, on their behalves (hereinafter referred to as “Property Owners”) hereby releases any and all claims against the CITY OF STRONGSVILLE, an Ohio municipal corporation, and CITY OF STRONGSVILLE CITY COUNCIL on their own behalf and on behalf of its members, officers, employees, agents, and insurers (hereinafter collectively referred to as “City”) as set forth below. Further, City, hereby releases any and all claims against the Property Owners, as set forth below.

RECITALS

WHEREAS, the City, through its Council, denied the Property Owner’s request for rezoning of approximately 1.5 acres of land consisting of all or a portion of Permanent Parcel No. 399-01-005; and

WHEREAS, as a result of the denial, the Property Owners subsequently initiated litigation against the City in a case known as *Petros Family Limited Partnership, et al., v. City of Strongsville, Ohio, et al.*, Case No. CV 18-908984 (“Litigation”); and

WHEREAS, the parties have settled and resolved their differences and the foregoing litigation has been terminated by reason of the Settlement Agreement approved by Strongsville City Council on _____, 2020 and Stipulation of Settlement and Dismissal Entry; and

WHEREAS, the Settlement Agreement provides that the parties will enter into a full and final comprehensive mutual release relating to the pending litigation, the underlying subject of such litigation, and the property which was the subject of this litigation.

NOW, THEREFORE, in consideration of the undertakings of the respective parties, the payment of funds set out in Purchase Agreement, and for other good and valuable consideration, the Property Owner and the City hereby agree as follows:

Except for the undertakings required of the City by reason of the Settlement Agreement and the Stipulation of Settlement and Dismissal Entry in Case No. CV 18-908984, the Property Owner, on behalf of itself, its beneficiaries, trustees, agents, and its respective affiliates, legal representatives, heirs, successors and assigns, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, does release and forever discharge the City, its elected officials, including but not limited to the Mayor and all members of City Council, their respective officers, agents, members, employees, legal representatives, heirs, successors, assigns, insurers, from all demands, rights, damages, expenses and causes of action concerning the subject matter of the Litigation and the Property, which the Property Owners now have or ever had, whether known or unknown, by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of the execution of this Full and Final Comprehensive Release.

Except for the undertakings required of the Property Owners by reason of the Settlement Agreement, the Purchase Agreement and the Stipulation of Settlement and Dismissal Entry in Case No. CV 18-908984, the City, on behalf of itself, and its elected officials, including but not limited to the Mayor and all members of City Council, their respective officers, agents, members, employees, legal representatives, heirs, successors, assigns, insurers, and for good and valuable

consideration, the receipt and sufficiency of which is hereby acknowledge, does release and forever discharge the Property Owners and its beneficiaries, trustees, agents, and its respective affiliates, legal representatives, heirs, successors and assigns from all demands, rights, damages, expenses and causes of action concerning the subject matter of the Litigation and Property, which the City now have or ever had, whether known or unknown, by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of the execution of this Full and Final Comprehensive Release.

Without limiting the generality of the above, this Full and Final Comprehensive Mutual Release includes any and all claims for damages, expenses, attorney's fees and legal and court costs, as a result of the matters to be released and referred to in this Release and the Property Owners and the City waive any claims for prejudgment or post judgment interest.

The Property Owner and the City understand that by accepting this Full and Final Comprehensive Mutual Release each respective party does not admit liability or responsibility, but expressly denies the same and that the consideration is simply to resolve a pending matter. The Property Owner and the City each has executed this instrument solely in reliance on its own judgment and not in reliance on any representations or promises of the party being released or their attorneys, or their representatives. The Property Owner and the City each has read and fully understands this instrument and enters into it voluntarily after being fully advised by its attorneys.

The PETROS FAMILY LIMITED PARTNERSHIP warrants that no other person or entity has or has had any interest in the claims, demands, obligations, or causes of action referred to in this Agreement; that the PETROS FAMILY LIMITED PARTNERSHIP has the sole right and exclusive authority to execute the Settlement Agreement and receive the sums and

consideration specified or referenced herein; and that the PETROS FAMILY LIMITED PARTNERSHIP has not sold, assigned, transferred, conveyed or otherwise disposed of any claims demands, obligation, or causes of action referred to in this Release, the Settlement Agreement or the Purchase Agreement.

To the Extent permitted by law, the CITY warrants that no other person or entity has or has had any interest in the claims, demands, obligations, or causes of action referred to in this Agreement; that the CITY has the sole right and exclusive authority to execute the Settlement Agreement and receive the sums and consideration specified or referenced herein; and that the CITY has not sold, assigned, transferred, conveyed or otherwise disposed of any claims demands, obligation, or causes of action referred to in this Release, the Settlement Agreement or the Purchase Agreement.

The signors represent and acknowledge that they each have full legal authority to execute this documents on behalf of the respective party.

IN WITNESS WHEREOF, the PETROS FAMILY LIMITED PARTNERSHIP has executed this Full and Final Comprehensive Release of all Claims and Demands.

DATED: _____, 2020.

BY: _____
THE PETROS FAMILY LIMITED
PARTNERSHIP

CITY OF STRONGSVILLE, OHIO

BY: _____
Thomas P. Perciak, Mayor

DATE: _____

CITY OF STRONGSVILLE, OHIO
CITY COUNCIL

BY: _____

DATE: _____

Approved as to form only by:

Law Director, Neal Jamison

Approved as to form only by:

David J. Matty, Special Counsel