



# City of Strongsville

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

October 1, 2015

## MEETING NOTICE

City Council has scheduled the following meetings for **Monday, October 5, 2015**, to be held in the Caucus Room and the Council Chamber at the ***Mike Kalinich Sr. City Council Chamber, 18688 Royalton Road***:

**Caucus will begin at 7:15 p.m.** All committees listed will meet immediately following the previous committee:

**7:15 P.M.**

**Planning Zoning and Engineering Committee** will meet to discuss Ordinance Nos. 2015-186, 2015-187, 2015-198, 2015-199 and Resolution No. 2015-200.

**Finance Committee** will meet to discuss Ordinance No. 2015-201.

**Public Safety and Health Committee** will meet to discuss Ordinance Nos. 2015-202 and 2015-203.

**Communications and Technology Committee** will meet to discuss Ordinance Nos. 2015-204 and 2015-205.

**Public Service and Conservation Committee** will meet to discuss Resolution Nos. 2015-206 and 2015-207.

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

**Committee of the Whole** will meet to discuss Ordinance Nos. 2015-195, 2015-196 and 2015-208.

*City's Special Legal Counsel, Virginia D. Benjamin and Teresa M. Beasley, will be present to discuss and answer any questions regarding pending Ordinance Nos. 2015-195 (TIF) and 2015-196 (related Westwood Commons Agreements).*

**8:00 P.M.**

### **Regular Council Meeting**

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

### **BY ORDER OF THE COUNCIL:**

Aimee Pientka, CMC  
Clerk of Council

### City Council

Michael J. Daymut  
President of Council  
Ward 1

Matthew A. Schonhut  
Ward 2

James E. Carbone  
Ward 3

J. Scott Maloney  
Ward 4

Joseph C. DeMio  
At-Large

Kenneth M. Dooner  
President Pro Tem  
At-Large

Duke Southworth  
At-Large

Aimee Pientka, CMC  
Clerk of Council  
[aimee.pientka@strongsville.org](mailto:aimee.pientka@strongsville.org)

Tiffany Mekeel  
Assistant Clerk of Council  
[tiffany.mekeel@strongsville.org](mailto:tiffany.mekeel@strongsville.org)

**STRONGSVILLE CITY COUNCIL REGULAR MEETING  
MONDAY, OCTOBER 5, 2015 AT 8:00 P.M.**

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

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**AGENDA**

1. CALL TO ORDER:
2. PLEDGE OF ALLEGIANCE:
3. CERTIFICATION OF POSTING:
4. ROLL CALL:
5. COMMENTS ON MINUTES:
  - *Council Meeting – September 21, 2015*
  - *Special Meeting – September 24, 2015*
6. APPOINTMENTS, CONFIRMATIONS, AWARDS AND RECOGNITION:
7. REPORTS OF COUNCIL COMMITTEE:
  - SOUTHWEST GENERAL HEALTH SYSTEM – Mr. Southworth:
  - SCHOOL BOARD – Mr. Carbone:
  - BUILDING AND UTILITIES – Mr. Schonhut:
  - COMMUNICATIONS AND TECHNOLOGY – Mr. Schonhut:
  - ECONOMIC DEVELOPMENT – Mr. Daymut:
  - FINANCE – Mr. Dooner:
  - PLANNING, ZONING AND ENGINEERING – Mr. Maloney:
  - PUBLIC SAFETY AND HEALTH – Mr. DeMio:
  - PUBLIC SERVICE AND CONSERVATION – Mr. Carbone:
  - RECREATION AND COMMUNITY SERVICES – Mr. Southworth:
  - COMMITTEE-OF-THE-WHOLE – Mr. Daymut:
8. REPORTS AND COMMUNICATIONS FROM THE MAYOR, DIRECTORS OF DEPARTMENTS AND OTHER OFFICERS:
  - MAYOR PERCIAK:
  - FINANCE DEPARTMENT:
  - LAW DEPARTMENT:

9. AUDIENCE PARTICIPATION:

10. ORDINANCES AND RESOLUTIONS:

- Ordinance No. 2015-186 by Mr. Maloney. AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE LOCATED AT 21453 ROYALTON ROAD, IN THE CITY OF STRONGSVILLE, FROM GI (GENERAL INDUSTRIAL) CLASSIFICATION TO PF (PUBLIC FACILITIES) CLASSIFICATION (PPNs 392-16-004; 392-16-005; 392-14-004; AND PART OF 392-16-009). *First reading and referred to Planning Commission 09-21-15. Favorable recommendation by Planning Commission 09-24-15.*
- Ordinance No. 2015-187 by Mr. Maloney. AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN VACANT REAL ESTATE, PART OF LAND LOCATED AT 18256 DRAKE ROAD NEAR PEARL ROAD, IN THE CITY OF STRONGSVILLE FROM GB (GENERAL BUSINESS) CLASSIFICATION TO PF (PUBLIC FACILITIES) CLASSIFICATION (PART OF PPN 397-17-006). *First reading and referred to Planning Commission 09-21-15. Favorable recommendation by Planning Commission 09-24-15.*
- Ordinance No. 2015-195 by Mayor Perciak and All Members of Council. AN ORDINANCE DECLARING IMPROVEMENTS TO CERTAIN PARCELS OF REAL PROPERTY TO BE A PUBLIC PURPOSE, DESCRIBING THE PUBLIC IMPROVEMENTS TO BE MADE TO DIRECTLY BENEFIT SUCH PARCELS, REQUIRING THE OWNERS OF THE IMPROVEMENTS ON SUCH PARCELS TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES, ESTABLISHING WESTWOOD COMMONS PUBLIC IMPROVEMENT TAX INCREMENT FINANCING (TIF) FUND FOR THE DEPOSIT OF SUCH SERVICE PAYMENTS PURSUANT TO OHIO REVISED CODE SECTIONS 5709.40, 5709.42 AND 5709.43, AND DECLARING AN EMERGENCY. *First reading 09-21-15.*
- Ordinance No. 2015-196 by Mayor Perciak and All Members of Council. AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO ENTER INTO A PROJECT DEVELOPMENT AGREEMENT AND A CONSTRUCTION AGENCY AGREEMENT WITH CAMERON-ALLIE DEVELOPMENT GROUP LLC, AND DECLARING AN EMERGENCY. *First reading 09-21-15.*
- Ordinance No. 2015-198 by Mr. Maloney. AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE LOCATED AT ROYALTON ROAD AND PROSPECT ROAD (PART OF PPN 393-15-002; AND ALL OF PPNs 393-15-003; 393-15-004; 393-15-005; 393-15-006; 393-15-007; AND 393-15-008) IN THE CITY OF STRONGSVILLE FROM R1-75 (ONE FAMILY 75) CLASSIFICATION TO GB (GENERAL BUSINESS) CLASSIFICATION, AND DECLARING AN EMERGENCY.

- Ordinance No. 2015-199 by Mr. Maloney. AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN VACANT REAL ESTATE LOCATED AT ROYALTON ROAD AND PROSPECT ROAD (PART OF PPN 393-15-002) IN THE CITY OF STRONGSVILLE FROM LB (LOCAL BUSINESS) CLASSIFICATION TO GB (GENERAL BUSINESS) CLASSIFICATION, AND DECLARING AN EMERGENCY.
- Resolution No. 2015-200 by Mr. Maloney. A RESOLUTION APPROVING AN AMENDED DEVELOPMENT PLAN AND SITE PLAN FOR SOUTHPARK MALL TO PERMIT RENOVATIONS TO CONVERT THE FORMER GIANT EAGLE BUILDING INTO A MULTI-TENANT FACILITY; AND DECLARING AN EMERGENCY.
- Ordinance No. 2015-201 by Mayor Perciak. AN ORDINANCE MAKING APPROPRIATIONS FOR THE ANNUAL EXPENSES AND OTHER EXPENDITURES OF THE CITY OF STRONGSVILLE, OHIO, FOR THE YEAR 2015 AND REPEALING ORDINANCE NUMBER 2015-189.
- Ordinance No. 2015-202 by Mr. DeMio. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH CUYAHOGA COUNTY FOR FINANCIAL ASSISTANCE UNDER THE FISCAL YEAR (FY) 2014 STATE HOMELAND SECURITY PROGRAM, FOR REIMBURSEMENT OF VARIOUS TRAINING EXPENSES INCURRED BY THE CITY'S FIRE DEPARTMENT; AND DECLARING AN EMERGENCY.
- Ordinance No. 2015-203 by Mr. DeMio. AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR'S ENTERING INTO A CONTRACT WITH UNIVERSITY HOSPITALS OF CLEVELAND IN CONNECTION WITH A CUYAHOGA COUNTY OVI TASK FORCE GRANT AWARD RECEIVED FROM THE OHIO DEPARTMENT OF PUBLIC SAFETY, AND DECLARING AN EMERGENCY.
- Ordinance No. 2015-204 by Mayor Perciak and Mr. Schonhut. AN ORDINANCE AUTHORIZING PARTICIPATION IN OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES CONTRACTS FOR THE PURCHASE OF DESKTOP COMPUTERS, LAPTOP COMPUTERS, PARTS, ACCESSORIES, AND REPAIR SERVICES TO UPGRADE CITY COMPUTERS, BY THE DIRECTOR OF COMMUNICATION & TECHNOLOGY THROUGH DELL MARKETING L.P.; AUTHORIZING THE MAYOR TO ENTER INTO AGREEMENTS IN CONNECTION THEREWITH; AND DECLARING AN EMERGENCY.
- Ordinance No. 2015-205 by Mr. Schonhut. AN ORDINANCE AUTHORIZING PARTICIPATION IN AN OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES RFP AND AGREEMENT FOR THE PURCHASE OF MICROSOFT SOFTWARE AND LICENSING THROUGH DELL MARKETING, LP, TO BE INSTALLED ON THE CITY'S COMPUTERS BY THE DIRECTOR OF COMMUNICATION & TECHNOLOGY; AUTHORIZING THE MAYOR TO ENTER INTO AGREEMENTS IN CONNECTION THEREWITH; AND DECLARING AN EMERGENCY.
- Resolution No. 2015-206 by Mr. Carbone. A RESOLUTION GRANTING PERMISSION TO REPURCHASE CERTAIN CERTIFICATES FOR BURIAL RIGHTS IN THE STRONGSVILLE MUNICIPAL CEMETERY. [Eric J. McCarty]



- Resolution No. 2015-207 by Mr. Carbone. A RESOLUTION GRANTING PERMISSION TO REPURCHASE CERTAIN CERTIFICATES FOR BURIAL RIGHTS IN THE STRONGSVILLE MUNICIPAL CEMETERY. [Earl L. and Merrillin McCarty]
- Ordinance No. 2015-208 by Mayor Perciak and All Members of Council. AN ORDINANCE ENACTING NEW CHAPTER 881 OF TITLE FOUR OF PART EIGHT OF THE CITY'S CODIFIED ORDINANCES PROVIDING FOR IMPOSITION AND REGULATION OF THE MUNICIPAL INCOME TAX APPLICABLE TO TAX YEARS COMMENCING JANUARY 1, 2016; AND RESTATING THE CURRENT CHAPTER 880 TO REMAIN EFFECTIVE AND APPLICABLE FOR MUNICIPAL INCOME TAX YEARS PRIOR TO JANUARY 1, 2016.

11. COMMUNICATIONS, PETITIONS AND CLAIMS:

12. MISCELLANEOUS BUSINESS:

13. ADJOURNMENT:

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2015 – 186

By: Mr. Maloney

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE LOCATED AT 21453 ROYALTON ROAD, IN THE CITY OF STRONGSVILLE, FROM GI (GENERAL INDUSTRIAL) CLASSIFICATION TO PF (PUBLIC FACILITIES) CLASSIFICATION (PPNs 392-16-004; 392-16-005; 392-14-004; AND PART OF 392-16-009).

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

**Section 1.** That the Zoning Map of the City of Strongsville, adopted by Section 1250.03 of Title Six, Part Twelve of the Codified Ordinances of Strongsville, be amended to change the zoning classification of certain property located at 21453 Royalton Road, from GI (General Industrial) classification to PF (Public Facilities) classification (PPNs 392-16-004; 392-16-005; 392-14-004; and part of 392-16-009), which property is more fully described in Exhibit A and as depicted in Exhibit B, attached hereto and incorporated herein as if fully rewritten.

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

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

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

First reading: September 21, 2015 Referred to Planning Commission  
Second reading: \_\_\_\_\_ September 22, 2015  
Third reading: \_\_\_\_\_ Favorable recommendation by PC  
Approved: September 24, 2015  
Public Hearing: \_\_\_\_\_

CITY OF STRONGSVILLE, OHIO  
ORDINANCE NO. 2015 - 186  
Page 2

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

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

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

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

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

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

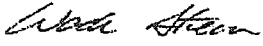
ORD. No. 2015-186 Amended: \_\_\_\_\_  
1st Rdg. 09-21-15 Ref: PC/PZE  
2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
Refer to PC 9-22-15  
FAVORABLE Recommendation by PC 9-24-15  
Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

Permanent 392-16-009  
Parcel #:

Type Instrument: Warranty Deed  
Tax District #: 3340  
Grantee: VAV ENTERPRISE, LLC  
Balance Assumed: \$ 0.00  
Total Consideration: \$ 30,000.00  
Conv. Fee Paid: \$ 120.00  
Transfer Fee Paid: \$ 0.50  
Fee Paid by: Chicago Title Insurance C  
Exempt Code:

Date: 8/6/2013 3:52:00 PM  
Tax List Year: 2013  
Land Use Code: 3030  
Land Value: 117,400  
Building Value: 0  
Total Value: 117,400  
Rcpt: B-08062013-10  
Inst #: 605526  
Check #: 8137

CUYAHOGA COUNTY  
OFFICE OF FISCAL OFFICER - 3  
DEED 8/6/2013 3:59:31 PM  
**201308060772**

  
Cuyahoga County Fiscal Officer

## GENERAL WARRANTY DEED

589130243

KNOW ALL MEN BY THESE PRESENTS THAT OPTIMUS DEVELOPMENT, LLC, an Ohio Limited Liability Company, referred to as "GRANTOR", for valuable consideration paid, grants, with covenants of General Warranty, to VAV ENTERPRISE, LLC, referred to as "GRANTEE", whose tax mailing is:

13500 Drake Road, Strongsville Ohio 44149

the following real property:

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio:

And known as being part of Original Strongsville Township Lot No. 86 and being more particularly described as follows:

Beginning at 5/8 inch iron pin monument found at the intersection of the centerline of Royalton Road (width varies), and the centerline of Prospect Road (60 feet wide), said point also being the Southeasterly corner of said Lot No. 86;

Thence along the centerline of Prospect Road and the Easterly line of said Lot No. 86, North 00 deg. 26' 26" East, a distance of 1129.22 feet to the Southeasterly corner of a parcel of land formerly conveyed to Pat Patty by deed dated November 12, 1928 and recorded in Volume 3801, Page 90 of Cuyahoga County Records and the principal place of beginning for the parcel described herein:

Course 1:

Thence along the centerline of Prospect Road, South 00 deg. 26' 26" West, a distance of 75.00 feet to the Northeasterly corner of a parcel of land formerly conveyed to The General Standard Co. by deed dated September 8, 1967 and recorded in Volume 12157, Page 199 of Cuyahoga County Records;

Course 2:

Thence along the Northerly line of said lands formerly conveyed to The General Standard Co., South 89 deg. 34' 15" West, passing over the Westerly line of Prospect Road, at a distance of 30.00 feet, witnessed by a 5/8 inch iron pin found 0.11 feet North, 0.08 feet West therefrom, a total distance of 533.67 feet to the Southeasterly line of the B & O Railroad (66 feet in width), formerly known as the Cleveland Lorain & Wheeling Railway, said point being witnessed by a 5/8 inch iron pin with a plastic cap marked "Hantel #5129" found South 23 deg. 08' 23" West, 0.04 feet therefrom;

EXHIBIT A



Course 3:

Thence along the Southeasterly line of the B & O Railroad, North 23 deg. 08' 23" East, a distance of 81.82 feet to the Southwesterly corner of said lands formerly conveyed to Pat Patty, said point being witnessed by a 5/8 inch iron pin with a plastic cap marked "Hantel #5129" found South 23 deg. 08' 23" West, 0.13 feet therefrom;

Course 4:

Thence along the Southerly line of said lands formerly conveyed to Pat Patty, North 89 deg. 34' 15" East, passing over a 5/8 inch iron pin with a plastic cap marked "Hantel #5129" found, at a distance of 472.11 feet, a total distance of 502.09 feet to the principal place of beginning, and containing 0.8916 acres of land according to an actual field survey by Christopher J. Dempsey, Professional Surveyor No. 6914, Dempsey Surveying Company dated April 23, 2013.

Basis of Bearings:

Bearings are based on a bearing of North 00 deg. 26' 26" East on the centerline of Prospect Road as referenced from a survey for RFC Contracting, Inc. dated March 21, 2008 as prepared by Atwell-Hicks.

Permanent Parcel Number:

012  
392-16-009

Prior Instrument Reference:

200804070908

And the said Grantor does for himself and his successors and assigns covenant with said Grantee, as above granted, that at and until the sealing of these presents he is well seized of the above described premises as a good and indefeasible estate in fee simple, and has good right to bargain and sell the same in manner and form as above written; that the same are free and clear from all encumbrances whatsoever except restrictions, conditions, reservations, limitations, and easements of record; restrictions and conditions contained in this Deed; zoning ordinances; and taxes and assessments, both general and special, presently a lien but not yet due and payable; and that he will warrant and defend said premises, with the appurtenances thereunto belonging, to the said Grantee, as above granted, forever, against all lawful claims and demands whatsoever, except as hereinabove provided.

This Legal Description Complies with  
The Cuyahoga Transfer and  
Conveyance Standards and is approved  
for transfer.

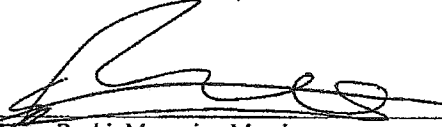
AUG 06 2013

TM 13-014-S-002

MMJ  
Agent

Executed this 24 day of JULY, 2013.

OPTIMUS DEVELOPMENT, LLC

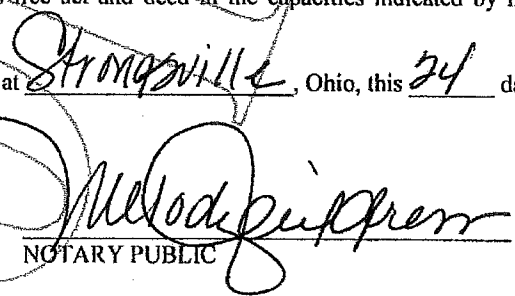
  
By: Roger Rachi, Managing Member

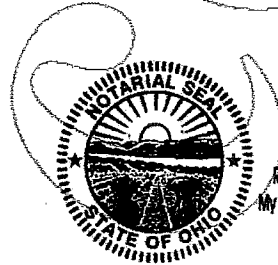
**ACKNOWLEDGMENT**

STATE OF OHIO )  
COUNTY OF Cuyahoga SS.

Before me, a Notary Public in and for said County, this day personally appeared Roger Rachi, Managing Member of Optimus Development, LLC, an Ohio Limited Liability Company, who executed the above instrument and acknowledges that he did examine and read the same and he did sign it and that such signing was his free act and deed in the capacities indicated by his signing and designations.

WITNESS my signature and notarial seal at Strongsville, Ohio, this 24 day of July, 2013.

  
NOTARY PUBLIC



Melody Childress  
Notary Public State of Ohio  
Recorded in Cuyahoga County  
My Commission Exp. 5-14-2015

This instrument prepared by:  
DAVID J. PASZ, ESQ.  
Attorney At Law  
12001 Prospect Road, Suite A-1  
Strongsville, Ohio 44149  
440-572-3300





**PETITION FOR ZONING CHANGE**

Ordinance Number: 2015-186

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

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

Such change is necessary for the preservation and enjoyment of a substantial property right because: Owner and Agent believe that the requested zone change will be a better economic use for the property.

Such change will not be materially detrimental to the public welfare nor to the property of other persons located in the vicinity because: Owner and Agent believe that the requested zone change to PF is a less intense use of the property and a better transition between the GI and surrounding residential Areas.

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

- As of this petition, Agent's Architect, GPD Group, has started design
- of the proposed project and renderings shall be forwarded by
- the September 21<sup>st</sup>, 2015 Meeting.

THE PROPOSED USE OF THE PROPERTY IS: A 2 story, 100% unit Assisted Living and Memory care facility, licensed by the Ohio Dept. of Health as a Residential Care Facility.

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

Name: McDonald Companies c/o: Charles A. McDonald

Address: 10026 Derbyshire Ave. N.W., North Canton, Ohio 44720

Telephone Number: 330-324-3137

Charles A. McDonald  
Agent

[Signature]  
Signature of Owner(s)

State of Ohio )  
County of Cuyahoga )

Sworn to and subscribed in my presence this 1<sup>st</sup> day of September, 2015.

Dawn M. Ideashy  
Notary Public

My commission expires: May 23, 2020

For attention to the details in item number 4 on page one. The certified list of property owned by the applicant is prepared by a title insurance company. Please provide a cover letter from the title insurance company certifying that said list was prepared by them.





**PROPERTY DESCRIPTION FORM**

Ordinance Number: 2015-186

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

Address of Property: 21453 Royalton Road, Strongsville, Ohio

Permanent Parcel No.: 392-16-004, 392-16-005, 392-16-009, 392-14-004

The property is bounded by the following streets: (indicate direction; i.e., north, south, etc.) Royalton Road to the South, B+O Railroad to the East

Number and type of buildings which now occupy property (if any):  
2 Buildings: one small office and one garage

Acreage: 18.883 Acres

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

Said deed restrictions (will) (have) expire(d) on: NA

Said property is presently under lease or otherwise encumbered as follows: NA

Owner(s)	Percent of Ownership:
1. <u>Optimus Development, LLC / Roger Riachi</u>	<u>100 %</u> %
2. <u>13477 PROSPECT RD. #105</u>	_____ %
3. <u>STRONGSVILLE OH 44149</u>	_____ %

  
Signature of Owner(s)

State of Ohio            )  
County of Cuyahoga    )

Sworn to and subscribed to in my presence this 1<sup>st</sup> day of September, 2015.



Dawn M. Hardy  
Notary Public

My commission expires May 23, 2020

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

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

**MEMORANDUM**

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**TO:** Ken Mikula, City Engineer

**FROM:** Aimee Pientka, Clerk of Council

**DATE:** September 1, 2015

**SUBJECT:** Rezoning Application  
Charles A. McDonald, McDonald Companies; Agent  
Roger Riachi, Optimus Development, LLC; Owner  
PPNs 392-16-004, 392-16-005, 392-16-009, 392-14-004  
From GI to PF (Assisted Living and Memory Care Facility)

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Please check the legal description on the attached application for rezoning and, if correct, please forward to the Law Director so he may prepare legislation for Council to consider.

Thank you.

akp  
Attachments

cc: Thomas P. Perciak, Mayor  
Kenneth A. Kraus, Law Director  
Daniel J. Kolick, Asst. Law Director  
George Smerigan, City Planner  
All Members of Council  
Carol Oprea, Planning Commission Secretary

# City of Strongsville

## *Memorandum*

**To:** Ken Kraus, Law Director

**CC:** Thomas P. Perciak, Mayor  
Aimee Pientka, Clerk of Council

**From:** Lori Daley, Assistant City Engineer

**Date:** September 15, 2015

**Re:** Rezoning Application  
Charles A. McDonald, McDonald Companies; Agent  
Roger Riachi, Optimus Development, LLC; Owner  
PPN's 392-16-004, 392-16-005, 392-14-004 and Part of PPN 392-16-009  
From GI to PF

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Ken,

The legal description included in the rezoning application for the above referenced address had an error in the exception legal (Exhibit B).

Attached is the corrected Exhibit B that should replace the Exhibit B contained in the originally submitted application.

With this substitution, the legal descriptions will accurately describe the area to be rezoned.

Also, please note only a portion of PPN 392-16-009 is to be rezoned. The remaining parcels are to be rezoned in their entirety.

If you have any questions please do not hesitate to contact me.

Thank you.

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

**MEMORANDUM**

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**TO:** Planning Commission  
**FROM:** Tiffany Mekeel, Assistant Clerk of Council  
**DATE:** September 22, 2015  
**SUBJECT:** Referral from Council: Ordinance No. 2015-186

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At its regular meeting of September 21, 2015, City Council referred the following Ordinance to the Planning Commission for its report and recommendation thereon:

- Ordinance No. 2015-186 by Mr. Maloney. AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE LOCATED AT 21453 ROYALTON ROAD, IN THE CITY OF STRONGSVILLE, FROM GI (GENERAL INDUSTRIAL) CLASSIFICATION TO PF (PUBLIC FACILITIES) CLASSIFICATION (PPNs 392-16-004; 392-16-005; 392-14-004; AND PART OF 392-16-009).

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

TAM  
Attachment



## MEMORANDUM

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

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

**SUBJECT:** Referrals to Council

**DATE:** September 25, 2015

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Please be advised that at its meeting of September 24, 2015, the Strongsville Planning Commission gave Favorable Recommendation to the following;

**COMMONS AT SOUTHPARK/ Steve Greenberger, Agent**

Amendment to Final Development Plan and Site Plan approval of the renovations converting the former Giant Eagle building into a multi-tenant facility to include 5 retail tenants and 3 restaurant uses for property located at 17887 Southpark Center, PPN 396-20-005 zoned Shopping Center. *\*ARB Favorable Recommendation 9-8-15.*

**ORDINANCE NO. 2015-186:**

An Ordinance Amending the Zoning Map of the City of Strongsville adopted by Section 1250.03 of Title Six, Part Twelve of the Codified Ordinances of Strongsville to change the Zoning Classification of certain real estate located at 21453 Royalton Road, in the City of Strongsville, from GI (General Industrial) Classification to PF (Public Facility) Classification PPN's 392-16-004; 293-16-005; 392-14-004; and part of 392-16-009.

**ORDINANCE NO. 2015-187:**

An Ordinance Amending the Zoning Map of the City of Strongsville adopted by Section 1250.03 of Title Six, Part Twelve of the Codified Ordinances of Strongsville to change the Zoning Classification of certain vacant real estate, part of land located at 18256 Drake Road near Pearl Road, in the City of Strongsville, from GB (General Business) Classification to PF (Public Facility) Classification part of PPN 397-17-006.

Recommendation on an Amended Comprehensive Plan.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2015 – 186

By: Mr. Maloney

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE LOCATED AT 21453 ROYALTON ROAD, IN THE CITY OF STRONGSVILLE, FROM GI (GENERAL INDUSTRIAL) CLASSIFICATION TO PF (PUBLIC FACILITIES) CLASSIFICATION (PPNs 392-16-004; 392-16-005; 392-14-004; AND PART OF 392-16-009), **AS AMENDED.**

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

**Section 1.** That the Zoning Map of the City of Strongsville, adopted by Section 1250.03 of Title Six, Part Twelve of the Codified Ordinances of Strongsville, be amended to change the zoning classification of certain property located at 21453 Royalton Road, from GI (General Industrial) classification to PF (Public Facilities) classification (PPNs 392-16-004; 392-16-005; 392-14-004; and part of 392-16-009), which property is more fully described in Exhibits A and A-1 (being land excepted from the legal description in Exhibit A), and as depicted in Exhibit B, attached hereto and incorporated herein as if fully rewritten.

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

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

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

First reading: \_\_\_\_\_ Referred to Planning Commission  
Second reading: \_\_\_\_\_  
Third reading: \_\_\_\_\_ Approved: \_\_\_\_\_  
Public Hearing: \_\_\_\_\_



CITY OF STRONGSVILLE, OHIO  
ORDINANCE NO. 2015 - 186  
Page 2

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

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

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

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

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

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

ORD. No. 2015-186 Amended: \_\_\_\_\_  
1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

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

**EXHIBIT "A"**

Parcel No. 1: (PPN: 392-14-004)

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio and known as being part of Original Strongsville Township, Lot No. 86 and bounded and described as follows:

Beginning in the center line of Royalton Road at the Southeasterly corner of a parcel of land conveyed to Edward J. and Louise Siedel by deed recorded in Volume 4610, Page 425 of Cuyahoga County Records;

Thence North 0 degrees, 37 minutes West, along the Easterly line of said land conveyed to Edward J. and Louise Siedel, 624 feet to a point;

Thence South 88 degrees, 42 minutes West, 139.62 feet to a point;

Thence South 0 degrees, 37 minutes East, 624 feet to a point in the centerline of Royalton Road;

Thence North 88 degrees, 42 minutes East, along the center line of Royalton Road 139.62 feet to the place of beginning and containing 2 Acres of land according to the Survey of Warren J. Root, Civil Engineer and Surveyor. The courses used in this description are given to an assumed meridian

Parcel No. 2: (PPN: 392-16-004)

Situated in the City of Strongsville County of Cuyahoga and State of Ohio and known as being part of Original Strongsville Township Lot No. 86, and bounded and described as follows:

Beginning at a point in the Southerly line of Original Lot No. 86, which is also the center line of Royalton Road, 60 feet wide at the Southeasterly corner of a parcel of land conveyed to Edward and Louise Siedel by deed dated April 29, 1936 and recorded in Volume 4610, Page 425 of Cuyahoga County Records;

thence North 0° 32' 40" West: along the Easterly line of lands conveyed to Edward and Louise Siedel, as aforesaid, 1,004.39 feet to an iron pin;

thence South 39° 58' 30" East, 115.15 feet to an iron pin,

thence South 17° 21' 20" West, 137.96 feet to an iron pin;

thence South 15° 31' 00" East, 87.09 feet to an iron pin;

thence South 11° 58' 40 " East, 93.56 feet to an iron pin;

thence South 33° 03' 10" East, 99.57 feet to an iron pin;

thence South 9° 21' 10" East, 109.24 feet to an iron pin;

thence South 10° 01' 10" East, 149.89 feet to an iron pin;

thence South 29° 37' 50" East, 109.93 feet to an iron pin in the Northwesterly line of a parcel of lend conveyed to the Cleveland, Lorain and Wheeling Railroad by deed dated May 26, 1894, and recorded in Volume 575, Page 143 of Cuyahoga County Records;

**EXHIBIT A**



thence South 23° 27' 40" West, along the Northwesterly line of land conveyed to The Cleveland, Lorain and Wheeling Railroad, as aforesaid, 190.31 feet to a point in the Southerly line of Original Lot 86, and center line of Royalton Road;

thence due West, along the Southerly line of Original Lot 86 and center line of Royalton Road, 142.73 feet to the place of beginning, according to a survey made September 1958, by Neff & Associates, Registered Surveyor No. 4123, be the same more or less, but subject to all legal highways.

Parcel No. 3: (PPN: 392-16-005)

Situated in the City of Strongsville County of Cuyahoga and State of Ohio and known as being part of Original Strongsville Township Lot No. 86, in Township 5, Range 14, and more particularly described as follows:

Beginning at a point in the property line of the Lester-Cleveland Branch of The Baltimore and Ohio Railroad Company, said point being distant 65 feet measured westwardly at right angles from the centerline of main track of said Railroad at original Survey Station 926 plus 00, (Valuation Survey Station 561 plus 14.9);

thence in a westerly direction at right angles to the main track of said Railroad a distance of 200 feet;

thence in a southerly direction parallel with said main track a distance of 400 feet to the highway known as Royalton Road, SR 82-SH36;

thence along the line of said highway, east to a point 65 feet distant measured westwardly from the centerline of said main track;

thence parallel to said main track in a northerly direction to the place of beginning; containing an area of 1.65 acres of land, more or less, be the same more or less, but subject to all legal highways.

Excepting from Parcel Nos. 1, 2 and 3 described above, Parcel No. 44 WD conveyed to the City of Strongsville by Limited Warranty Deed filed for record July 19, 2004 and being Cuyahoga County Recorder's AFN 200407191146 as described as follows:

Situated in the City of Strongsville, County of Cuyahoga, State of Ohio, and in Original Strongsville Township Lot No. 85 & 86 and bounded and described as follows:

Being a parcel of land lying on the side of the centerline of a survey, made by Richland Engineering Limited for the Department of Transportation, and recorded in Book \_ Page \_ of the records of Cuyahoga County and being located within the following described points in the boundary thereof:

Commencing at the intersection of the centerline of Prospect Road (S.R. 237) and the centerline of right of way of S.R. 82, said intersection being at Prospect Road centerline Station 10 + 00 and S.R. 82 centerline of right of way Station 54 + 42.40;

Thence South 89° 35' 22" West along the centerline of right of way of S.R. 82 a distance of 1047.51 feet to a point on the Grantor's property corner, said point being on S.R. 82 centerline of right of way Station 43 + 94.89, and also being the place of beginning;

Thence South 23° 04' 07" West along the Grantor's east property line a distance of 43.61 feet to a point, said point being 40.00 feet south of and at right angles to S.R. 82 centerline of right of way Station 43 + 77.52;

Thence South 89° 35' 22" West a distance of 734.61 feet to a point on the Grantor's

west property line, said point being 40.00 feet south of and at right angles to S.R. 82 centerline of right of way Station 36 + 42.91;

Thence North 1° 15' 51" West along the Grantor's said property line a distance of 40.00 feet to a point on the centerline of right of way of S.R. 82, said point being on S.R. 82 centerline of right of way Station 36 + 42.32;

Thence South 89° 35' 22" West along the Grantor's property line and centerline of right of way of S.R. 82 a distance of 91.10 feet to a point on the Grantor's property corner and centerline of right of way of S.R. 82, said point being on S.R. 82 centerline of right of way Station 35 + 51.22;

Thence North 0° 16' 22" East along the Grantor's west property line a distance of 40.00 feet to a point, said point being 40.00 feet north of and at right angles to S.R. 82 centerline of right of way Station 35 + 51.70;

Thence North 89° 35' 22" East a distance of 825.68 feet to a point on the Grantor's east property line, said point being 40.00 feet north of and at right angles to S.R. 82 centerline of right of way Station 43 + 77.38;

Thence South 23° 04' 07" West along the Grantor's said property line a distance of 43.61 feet to a point on the centerline of right of way of S.R. 82, said point being on S.R. 82 centerline of right of way Station 43 + 60.00;

Thence North 89° 35' 22" East along the Grantor's property line and centerline of right of way of S.R. 82 a distance of 34.89 feet to the place of beginning and containing 1.433 acres, more or less, including the present road which occupies 1.075 acres, more or less.

Parcel No. 4: (PPN: 392-16-009)

Situated in the City of Strongsville County of Cuyahoga and State of Ohio and known as being part of Original Strongsville Township Lot No. 86, and bounded and described as follows:

Beginning at the center line of the intersection of Royalton Road (60 feet wide) and Prospect Road (60 feet wide) at the Southeasterly corner of said Original Lot No. 86;

thence Northerly along the center line of said Prospect Road, which is the Easterly line of Original Lot No. 86, 1129.22 feet to the Southeasterly corner of a parcel of land conveyed to Pat Patty by deed dated November 12, 1928 and recorded in Volume 3801, Page 90 of Cuyahoga County Records and the principal place of beginning;

thence Westerly along the Southerly line of said parcel so conveyed to Pat Patty and along the Westerly prolongation thereof and along the Southerly line of a parcel of land conveyed to Pat Patty by deed dated November 14, 1940 and recorded in Volume 5153, Page 350 of Cuyahoga County Records and along the Southerly line of the second parcel of land conveyed to William C. Jago and others by deed dated August 26, 1914 and recorded in Volume 1567, Page 540 of Cuyahoga County Records about 1460 feet to the Northeasterly corner of a parcel of land conveyed to Edward J. Siedel and Louise Siedel by deed dated April 29, 1936 and recorded in Volume 4610, Page 425 of Cuyahoga County Records;

thence Southerly along the Easterly line of land conveyed to Edward J. Sledel and Louise Siedel as aforesaid about 120 feet to the most Northerly corner of land conveyed to Celia Latawicz by deed dated July 7, 1970 and recorded in Volume 12722, Page 913 of Cuyahoga County Records;

thence Southerly along the broken Easterly line of land conveyed to Celia Latawicz as

aforesaid the following distances in order, 115.15 feet, 137.96 feet, 87.09 feet, 93.56 feet, 99.57 feet, 109.24 feet, 149.89 feet and 109.93 feet to a point in the Northwesterly line of a parcel conveyed to Celia Latawiec by deed dated July 7, 1970 and recorded in Volume 12722, Page 913;

thence Northeasterly along the Northwesterly line of land conveyed to Celia Latawiec to a point which is a Northerly corner of land conveyed to Celia Latawiec as aforesaid,

thence Southeasterly along the Northeasterly line of land conveyed to Celia Latawiec as aforesaid, 232 feet and at right angles to the center line of The Cleveland Lorain and Wheeling Railway by deed dated March 19, 1894 and recorded in Volume 581, Page 169 of Cuyahoga County Records to the Northwesterly line of said Railway;

thence Northeasterly along the Northwesterly line of The Cleveland Lorain & Wheeling Railway as aforesaid to its intersection with the Westerly prolongation of the Northerly line of land conveyed to The General Standard Co. by deed dated September 8, 1967 and recorded in Volume 12157, Page 199 of Cuyahoga County Records;

thence Easterly along the Westerly prolongation of the Northerly line and the Northerly line of land conveyed to The General Standard Co. as aforesaid to the center line of Prospect Road;

thence Northerly along the center line of Prospect Road, 75 feet to the principal place of beginning, but excluding therefrom that part owned by The Cleveland Lorain & Wheeling Railroad, be the same more less but subject to all legal highways.

Permanent Parcel #:	392-16-009 392-14-004 392-16-004	392-16-005
Type Instrument:	Fiduciary Deed	Date: 4/7/2008 3:14:00 PM
Tax District #:	3340	Tax List Year: 2008
Grantor:	Latawiec, Celia M (Trustee)	Land Use Code: 3030
Grantee:	OPTIMUS DEVELOPMENT, LL	Land Value: 642,000
Balance Assumed:	\$ 0.00	Building Value: 0
Total Consideration:	\$ 301,000.00	Total Value: 642,000
Conv. Fee Paid:	\$ 1,204.00	Arms Length Sale: YES
Transfer Fee Paid:	\$ 2.00	Rcpt: F-04072008-20
Fee Paid by:	Chicago Title Insurance C	Inst #: 340984
Exempt Code:		Check #:

*Frank Russo*  
CUYAHOGA COUNTY AUDITOR



Permanent 392-16-009  
Parcel #:

Type Instrument: Warranty Deed  
Tax District #: 3340  
Grantee: VAV ENTERPRISE, LLC  
Balance Assumed: \$ 0.00  
Total Consideration: \$ 30,000.00  
Conv. Fee Paid: \$ 120.00  
Transfer Fee Paid: \$ 0.50  
Fee Paid by: Chicago Title Insurance C  
Exempt Code:

Date: 8/6/2013 3:52:00 PM  
Tax List Year: 2013  
Land Use Code: 3030  
Land Value: 117,400  
Building Value: 0  
Total Value: 117,400  
Rcpt: B-08082013-10  
Inst #: 605526  
Check #: B137

**EXCEPTION TO LEGAL DESCRIPTION  
IN EXHIBIT "A"**

CUYAHOGA COUNTY  
OFFICE OF FISCAL OFFICER - 3  
DEED 8/6/2013 3:59:31 PM  
**201308060772**

*Wade Steen*  
Cuyahoga County Fiscal Officer

## GENERAL WARRANTY DEED

589130243

~~KNOW ALL MEN BY THESE PRESENTS THAT OPTIMUS DEVELOPMENT, LLC, an Ohio Limited Liability Company, referred to as "GRANTOR", for valuable consideration paid, grants, with covenants of General Warranty, to VAV ENTERPRISE, LLC, referred to as "GRANTEE", whose tax mailing is:~~

13500 Drake Road, Strongsville Ohio 44149

the following real property:

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio:

And known as being part of Original Strongsville Township Lot No. 86 and being more particularly described as follows:

Beginning at 5/8 inch iron pin monument found at the intersection of the centerline of Royalton Road (width varies), and the centerline of Prospect Road (60 feet wide), said point also being the Southeasterly corner of said Lot No. 86;

Thence along the centerline of Prospect Road and the Easterly line of said Lot No. 86, North 00 deg. 26' 26" East, a distance of 1129.22 feet to the Southeasterly corner of a parcel of land formerly conveyed to Pat Patty by deed dated November 12, 1928 and recorded in Volume 3801, Page 90 of Cuyahoga County Records and the principal place of beginning for the parcel described herein:

Course 1:

Thence along the centerline of Prospect Road, South 00 deg. 26' 26" West, a distance of 75.00 feet to the Northeastly corner of a parcel of land formerly conveyed to The General Standard Co. by deed dated September 8, 1967 and recorded in Volume 12157, Page 199 of Cuyahoga County Records;

Course 2:

Thence along the Northerly line of said lands formerly conveyed to The General Standard Co., South 89 deg. 34' 15" West, passing over the Westerly line of Prospect Road, at a distance of 30.00 feet, witnessed by a 5/8 inch iron pin found 0.11 feet North, 0.08 feet West therefrom, a total distance of 533.67 feet to the Southeasterly line of the B & O Railroad (66 feet in width), formerly known as the Cleveland Lorain & Wheeling Railway, said point being witnessed by a 5/8 inch iron pin with a plastic cap marked "Hantel #5129" found South 23 deg. 08' 23" West, 0.04 feet therefrom;

**EXHIBIT A-1**



Course 3:

Thence along the Southeasterly line of the B & O Railroad, North 23 deg. 08' 23" East, a distance of 81.82 feet to the Southwesterly corner of said lands formerly conveyed to Pat Patty, said point being witnessed by a 5/8 inch iron pin with a plastic cap marked "Hantel #5129" found South 23 deg. 08' 23" West, 0.13 feet therefrom;

Course 4:

Thence along the Southerly line of said lands formerly conveyed to Pat Patty, North 89 deg. 34' 15" East, passing over a 5/8 inch iron pin with a plastic cap marked "Hantel #5129" found, at a distance of 472.11 feet, a total distance of 502.09 feet to the principal place of beginning, and containing 0.8916 acres of land according to an actual field survey by Christopher J. Dempsey, Professional Surveyor No. 6914, Dempsey Surveying Company dated April 23, 2013.

Basis of Bearings:

Bearings are based on a bearing of North 00 deg. 26' 26" East on the centerline of Prospect Road as referenced from a survey for RFC Contracting, Inc. dated March 21, 2008 as prepared by Atwell-Hicks.

Permanent Parcel Number:

012  
392-16-009

Prior Instrument Reference:

200804070908

And the said Grantor does for himself and his successors and assigns covenant with said Grantee, as above granted, that at and until the enfeoffing of these presents he is well seized of the above described premises as a good and indefeasible estate in fee simple, and has good right to bargain and sell the same in manner and form as above written; that the same are free and clear from all encumbrances whatsoever except restrictions, conditions, reservations, limitations, and easements of record; restrictions and conditions contained in this Deed; zoning ordinances; and taxes and assessments, both general and special, presently a lien but not yet due and payable; and that he will warrant and defend said premises, with the appurtenances thereunto belonging, to the said Grantee, as above granted, forever, against all lawful claims and demands whatsoever, except as hereinabove provided.

This Legal Description Complies with  
The Cuyahoga Transfer and  
Conveyance Standards and is approved  
for transfer.


AUG 06 2013

TM 13-014-S-002

MMJ  
Agent

Executed this 24 day of July, 2013.

OPTIMUS DEVELOPMENT, LLC

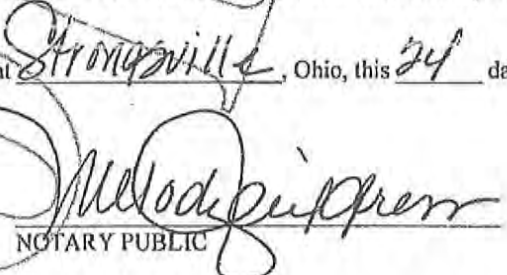
  
By: Roger Rachi, Managing Member

ACKNOWLEDGMENT

STATE OF OHIO )  
COUNTY OF Cuyahoga SS.

Before me, a Notary Public in and for said County, this day personally appeared Roger Rachi, Managing Member of Optimus Development, LLC, an Ohio Limited Liability Company, who executed the above instrument and acknowledges that he did examine and read the same and he did sign it and that such signing was his free act and deed in the capacities indicated by his signing and designations.

WITNESS my signature and notarial seal at Strongsville, Ohio, this 24 day of July, 2013.

  
NOTARY PUBLIC



Melody Childress  
Notary Public State of Ohio  
Recorded in Cuyahoga County  
My Commission Exp. 5-14-2015

This instrument prepared by:  
DAVID J. PASZ, ESQ.  
Attorney At Law  
12001 Prospect Road, Suite A-1  
Strongsville, Ohio 44149  
440-572-3300







PETITION FOR ZONING CHANGE

Ordinance Number: 2015-186

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

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

Such change is necessary for the preservation and enjoyment of a substantial property right because: Owner and Agent believe that the requested zone change will be a better economic use for the property.

Such change will not be materially detrimental to the public welfare nor to the property of other persons located in the vicinity because: Owner and Agent believe that the requested zone change to PF is a less intense use of the property and a better transition between the GI and surrounding residential Areas.

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

- As of this petition, Agent's Architect, GPD Group, has started design
- of the proposed project and renderings shall be forwarded by
- the September 21<sup>st</sup>, 2015 Meeting.

THE PROPOSED USE OF THE PROPERTY IS: A 2 story, 100% unit Assisted Living and Memory Care facility, licensed by the Ohio Dept. of Health as a Residential Care Facility.

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

Name: McDonald Companies c/o: Charles A. McDonald

Address: 10026 Derbyshire Ave. N.W., North Canton, Ohio 44720

Telephone Number: 330-324-3137

Charles A. McDonald  
Agent

[Signature]  
Signature of Owner(s)

State of Ohio )  
County of Cuyahoga )

Sworn to and subscribed in my presence this 15<sup>th</sup> day of September, 2015.

Dawn M. Wauson  
Notary Public

My commission expires: May 23, 2020

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





**PROPERTY DESCRIPTION FORM**

Ordinance Number: 2015-186

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

Address of Property: 21453 Royalton Road, Strongsville, Ohio

Permanent Parcel No.: 392-16-004, 392-16-005, 392-16-009, 392-14-004

The property is bounded by the following streets: (indicate direction; i.e., north, south, etc.) Royalton Road to the South, B+O Railroad to the East

Number and type of buildings which now occupy property (if any):  
2 Buildings: one small office and one garage

Acreage: 18.883 Acres

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

Said deed restrictions (will) (have) expire(d) on: NA

Said property is presently under lease or otherwise encumbered as follows: NA

Owner(s)	Percent of Ownership:
1. <u>Optimus Development, LLC/Roger Riachi</u>	<u>100 %</u> %
2. <u>13477 PROSPECT RD. #105</u>	_____ %
3. <u>STRONGSVILLE OH 44149</u>	_____ %

[Signature]  
Signature of Owner(s)

State of Ohio )  
County of Cuyahoga )

Sworn to and signed before me to in my presence this 1<sup>st</sup> day of September, 2015.



[Signature]  
Notary Public

My commission expires May 23, 2020

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

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

**MEMORANDUM**

---

**TO:** Ken Mikula, City Engineer

**FROM:** Aimee Pientka, Clerk of Council

**DATE:** September 1, 2015

**SUBJECT:** Rezoning Application  
Charles A. McDonald, McDonald Companies; Agent  
Roger Riachi, Optimus Development, LLC; Owner  
PPNs 392-16-004, 392-16-005, 392-16-009, 392-14-004  
From GI to PF (Assisted Living and Memory Care Facility)

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Please check the legal description on the attached application for rezoning and, if correct, please forward to the Law Director so he may prepare legislation for Council to consider.

Thank you.

akp  
Attachments

cc: Thomas P. Perciak, Mayor  
Kenneth A. Kraus, Law Director  
Daniel J. Kolick, Asst. Law Director  
George Smerigan, City Planner  
All Members of Council  
Carol Oprea, Planning Commission Secretary

# City of Strongsville

## *Memorandum*

**To:** Ken Kraus, Law Director

**CC:** Thomas P. Perciak, Mayor  
Aimee Pientka, Clerk of Council

**From:** Lori Daley, Assistant City Engineer

**Date:** September 15, 2015

**Re:** Rezoning Application  
Charles A. McDonald, McDonald Companies; Agent  
Roger Riachi, Optimus Development, LLC; Owner  
PPN's 392-16-004, 392-16-005, 392-14-004 and Part of PPN 392-16-009  
From GI to PF

---

Ken,

The legal description included in the rezoning application for the above referenced address had an error in the exception legal (Exhibit B).

Attached is the corrected Exhibit B that should replace the Exhibit B contained in the originally submitted application.

With this substitution, the legal descriptions will accurately describe the area to be rezoned.

Also, please note only a portion of PPN 392-16-009 is to be rezoned. The remaining parcels are to be rezoned in their entirety.

If you have any questions please do not hesitate to contact me.

Thank you.



CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2015 – 187

By: Mr. Maloney

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN VACANT REAL ESTATE, PART OF LAND LOCATED AT 18256 DRAKE ROAD NEAR PEARL ROAD, IN THE CITY OF STRONGSVILLE FROM GB (GENERAL BUSINESS) CLASSIFICATION TO PF (PUBLIC FACILITIES) CLASSIFICATION (PART OF PPN 397-17-006).

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

**Section 1.** That the Zoning Map of the City of Strongsville, adopted by Section 1250.03 of Title Six, Part Twelve of the Codified Ordinances of Strongsville, be amended to change the zoning classification of certain vacant property, part of land located at 18256 Drake Road near Pearl Road, from GB (General Business) classification to PF (Public Facilities) classification (part of PPN 397-17-006), which property is more fully described in Exhibit "A" and as depicted in Exhibit "B", attached hereto and incorporated herein as if fully rewritten.

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

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

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

First reading: September 21, 2015 Referred to Planning Commission  
Second reading: \_\_\_\_\_ September 22, 2015  
Third reading: \_\_\_\_\_ Favorable recommendation by PC  
Approved: September 24, 2015  
Public Hearing: \_\_\_\_\_

CITY OF STRONGSVILLE, OHIO  
ORDINANCE NO. 2015 - 187  
Page 2

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

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

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

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

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

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

ORD. No. 2015-187 Amended: \_\_\_\_\_  
1st Rdg. 09-21-15 Ref: PC/PZE  
2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

Situated in the State of Ohio, County of Cuyahoga, City of Strongsville, being part of Original Strongsville Township Lot 59, being part Parcel 1A of the Lot Consolidation Map for Southwest General Health Center as recorded in Plat Volume 356, Page 70 of Cuyahoga County Recorder's records, and being further bounded and described as follows:

Beginning at a 5/8" rebar in monument box found and held marking the intersection of the centerline of Pearl Road (State Route 42 – width varies) with the centerline of Drake Road (width varies) and being on the North line of Original Lot 59.

Thence N 89°45'00" E, along the North line of Original Lot 59 and the centerline of Drake Road, a distance of 258.98' to a point thereon;

Thence S 00°00'30" E, passing over a 5/8" rebar set on the South right-of-way line of Drake Road marking the Northeast corner of land conveyed to Leonard A. Elias and Elizabeth Elias as recorded in Vol. 89-4166, Page 49 of Cuyahoga County Recorder's records at 42.00', a total distance of 282.96' to a 5/8" rebar set on the East line of said Elias land and being the **TRUE PLACE OF BEGINNING** for the parcel of land described herein;

1. Thence N 89°59'00" E, a distance of 374.66' to a 5/8" rebar set;
2. Thence along the arc of a non-tangent curve to the right having a radius of 806.82', a delta angle of 24°01'00", a chord bearing S 08°48'10" W for 335.73', an arc length of 338.20' to a 5/8" rebar set marking a point of reverse curvature;
3. Thence along the arc of a curve to the left having a radius of 700.93', a delta angle of 09°06'45", a chord bearing S 16°15'18" W for 111.36', an arc length of 111.48' to a 5/8" rebar set;
4. Thence S 89°45'00" W, a distance of 506.03' to a 5/8" rebar set on the East right-of-way line of Pearl Road;
5. Thence N 00°00'30" W, along the East right-of-way line of Pearl Road, a distance of 50.00' to a 5/8" rebar (cap id. "Bohning") found and held thereon marking the Southwest corner of land conveyed to Louco, Ltd. as recorded in AFN 201410060476 of Cuyahoga County Recorder's records;

**EXHIBIT A**



6. Thence N 89°45'00" E, along the South line of said Louco, Ltd. land, a distance of 213.98' to a 5/8" rebar (cap id. "Bohning") found and held marking the Southeast corner thereof;
7. Thence N 00°00'30" W, along the East lines of said Louco, Ltd. and Elias lands, a distance of 389.84' to the **TRUE PLACE OF BEGINNING** and containing 3.7493 acres (163,321 square feet) of land as surveyed by James P. Yurkschatt, PS 7809 of Campbell & Associates, Inc. on April 30, 2015. All 5/8" rebar set are 30" in length and capped "C&A".

The basis of bearings for this description is N 00°00'30" W as the centerline of Pearl Road and is the same bearing found in Plat Volume 356, Page 70 of Cuyahoga County Recorder's records.



**LOT SPLIT PLAT**  
**CREATING PARCELS "A" and "B"**  
 STATE OF OHIO, COUNTY OF CUYAHOGA,  
 CITY OF STRONGSVILLE, BEING PART OF  
 ORIGINAL STRONGSVILLE TOWNSHIP LOTS 42 AND 59

APPROVED BY THE PLANNING COMMISSION OF THE  
 CITY OF STRONGSVILLE THIS \_\_\_\_\_ OF \_\_\_\_\_ 20\_\_\_\_

CHORMAN \_\_\_\_\_  
 SECRETARY \_\_\_\_\_

APPROVED BY THE CITY ENGINEER OF THE  
 CITY OF STRONGSVILLE THIS \_\_\_\_\_ OF \_\_\_\_\_ 20\_\_\_\_

ACCEPTANCE:  
 I, THOMAS A. SULLIVAN, PRESIDENT AND CEO OF SOUTHWEST GENERAL  
 HEALTH CENTER, DO HEREBY CERTIFY THAT I HAVE READ THIS PLAT AND  
 HEREBY ASSURE TO AND ACCEPT THIS LOT SPLIT SURVEY MAP OF THE  
 CITY OF STRONGSVILLE, OHIO, AND I HAVE ADVISED THE CITY ENGINEER  
 AND CITY COMMISSIONERS OF THE CITY OF STRONGSVILLE OF THE  
 TRUE AND CORRECT NATURE OF THIS SURVEY MAP AND THAT I HAVE  
 MADE AND SIGNED BOTH INDIVIDUALLY AND AS SAID OFFICER.

THOMAS A. SULLIVAN  
 PRESIDENT AND CEO OF SOUTHWEST GENERAL HEALTH CENTER

STATE OF OHIO  
 COUNTY OF CUYAHOGA

BEFORE ME, A NOTARY PUBLIC, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, I  
 DID PERSONALLY APPEAR THOMAS SULLIVAN, PRESIDENT AND CEO OF  
 SOUTHWEST GENERAL HEALTH CENTER, WHO ACKNOWLEDGED THAT HE  
 WAS THE PERSON WHO MADE AND SIGNED THIS SURVEY MAP AND THAT HE  
 FREELY ACTED AND SIGNED BOTH INDIVIDUALLY AND AS SAID OFFICER.

IN WITNESS WHEREOF I HAVE SET MY HAND AND OFFICIAL SEAL  
 AT \_\_\_\_\_ OHIO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

NOTARY PUBLIC \_\_\_\_\_  
 MY COMMISSION EXPIRES \_\_\_\_\_

**LOT SPLIT SURVEY**  
 SOUTHWEST GENERAL HEALTH CENTER  
 CITY OF STRONGSVILLE  
 CUYAHOGA COUNTY, OHIO

DATE: 04/22/2015  
 TIME: 10:00 AM  
 BY: JAMES P. SULLIVAN  
 ADDRESS: 10000 W. 120th St., Strongsville, OH 44136





**PETITION FOR ZONING CHANGE**

Ordinance Number: 2015-187

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

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

**Business**

Such change is necessary for the preservation and enjoyment of a substantial property right because: \_\_\_\_\_

The Proposed Alzheimer Special Care Center is not an allowed use within the General Business class.

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

The proposed use compliments the existing adjacent neighboring parcels/uses and fulfills a much needed service to the community.

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

1. N/A
2. \_\_\_\_\_
3. \_\_\_\_\_

**THE PROPOSED USE OF THE PROPERTY IS:** Alzheimer Special Care Center

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

Name: Rachel Rudiger - JEA Senior Living/Development

Address: 5101 NE 82nd Ave, Suite 200 Vancouver, WA 98662

Telephone Number: 360-977-0175

Signature of Owner(s)



Sworn to and subscribed in my presence this 29th day of July, 2015.

Notary Public

My commission expires: 2/25/18

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



**PROPERTY DESCRIPTION FORM**

Ordinance Number: 2015-187

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

Address of Property: Portion of 18256 Drake Road Strongsville, OH 44136-7053

Permanent Parcel No.: 397-17-006 (Entire Parcel)

The property is bounded by the following streets: (indicate direction; i.e., north, south, etc.) Southeast of the Intersection of Pearl Road and Drake Road. Adjacent and bounded by a private drive to the East

Number and type of buildings which now occupy property (if any): The proposed parcel is Undeveloped Land.

Acreage: 3.6403 AC

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

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

Said property is presently under lease or otherwise encumbered as follows: Purchase and Sale Agreement currently in place.

Owner(s)	Percent of Ownership:
1. <u>Southwest General Health Center</u>	<u>100</u> %
2. _____	_____ %
3. _____	_____ %

[Signature]  
Signature of Owner(s)

State of Ohio )  
County of Cuyahoga )

Sworn to and subscribed to in my presence this 29th day of July, 2015.



[Signature]  
Notary Public

My commission expires 2/25/18

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

## **JEA Senior Living - Propsoed Strongsville Alzheimer's Special Care Center**

### **Application for Rezone - Narrative**

#### **CONCEPT**

This is a state of the art, specialized memory care facility that focuses exclusively on Alzheimer's, dementia and related memory issues that afflict our aging seniors. This 24-hour, stand alone facility will accommodate up to 66 residents in a secure and homelike atmosphere, with dedicated and experienced staff and management.

#### **TRAFFIC/PARKING**

One parking space per two suites is sufficient for visitor and staff parking. Because residents do not drive, we expect less than two trips per day per suite for visitor and staff purposes, but without the peak hour trip generation. This is based on the Institute of Transportation Engineers Report.

#### **SITE DESIGN**

Neighborhood compatibility is achieved in the site planning and building design. Care is taken to minimize the impact to the existing community. The site is to be extensively landscaped. Usable outdoor spaces include manicured lawn and enclosed courtyards.

#### **THE MANAGEMENT COMPANY**

JEA Senior Living is a privately owned and operated management and development company based in Vancouver, Washington. JEA has been in operation for over 25 years and currently operates 20 special memory care facilities in 7 states. Jerry Erwin, founder of JEA Senior Living, has developed, owned and managed nursing homes, retirement facilities, assisted living and Alzheimer's special care centers for over 35 years. After many years in the senior care industry, in 1994 upon witnessing his own mother's struggle with Alzheimer's, Mr. Erwin divested of his nursing and assisted living facilities to address the need for quality Alzheimer's care.

#### **CONCLUSION**

In conclusion, we feel that this site is ideally suited for our use. The Propsoed Alzheimer Special Care Center compliments the existing surrounding uses and businesses. Our facility is a much needed service for the seior citizens in the area and a positive addition to the community of Strongsville, OH

Feel free to email or call with any questions. We look forward to being a part of your community.

Rachel Rudiger  
JEA Senior Living  
360-977-0175  
[rachel.rudiger@jeacorp.com](mailto:rachel.rudiger@jeacorp.com)

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

**MEMORANDUM**

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**TO:** Ken Mikula, City Engineer

**FROM:** Aimee Pientka, Clerk of Council

**DATE:** August 4, 2015

**SUBJECT:** Rezoning Application  
Southwest General Health Center, Owner  
Rachel Rudiger – JEA Senior Living/Development, Agent  
PPN 397-17-006  
From GB to PF

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Please check the legal description on the attached application for rezoning and, if correct, please forward to the Law Director so he may prepare legislation for Council to consider.

Thank you.

akp  
Attachments

cc: Thomas P. Perciak, Mayor  
Kenneth A. Kraus, Law Director  
Daniel J. Kolick, Asst. Law Director  
George Smerigan, City Planner  
All Members of Council  
Carol Oprea, Planning Commission Secretary



# City of Strongsville

## *Memorandum*

**To:** Ken Kraus, Law Director

**CC:** Thomas P. Perciak, Mayor  
Aimee Pientka, Clerk of Council

**From:** Lori Daley, Design Engineer

**Date:** August 5, 2015

**Re:** Rezoning Application  
Southwest General Health Center, Owner  
Rachel Rudiger – JEA Senior Living/Development, Agent  
Part of PPN 397-17-006  
From GB to PF

---

Ken,

The legal description included in the rezoning application for the above referenced parcel accurately describes the area to be rezoned.

Please note, a Lot Split map has not been submitted to the City for review. This proposed configuration was presented to the administration in a meeting a few months ago. The applicant was advised by the administration at that time to reevaluate the proposed lot configuration.

If you have any questions please do not hesitate to contact me.

Thank you.

# City of Strongsville

## *Memorandum*

**To:** Ken Kraus, Law Director

**CC:** Thomas P. Perciak, Mayor  
Aimee Pientka, Clerk of Council  
Dan Kolick, Assistant Law Director

**From:** Lori Daley, Assistant City Engineer

**Date:** September 8, 2015

**Re:** Rezoning Application  
Southwest General Health Center, Owner  
Rachel Rudiger – JEA Senior Living/Development, Agent  
Part of PPN 397-17-006  
From GB to PF

---

Ken,

Attached is the revised legal description and exhibit for the rezoning application referenced above. The applicant has revised both per the City's request and the legal description now accurately describes the area to be rezoned.

If you have any questions please do not hesitate to contact me.

Thank you.

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

**MEMORANDUM**

---

**TO:** Planning Commission  
**FROM:** Tiffany Mekeel, Assistant Clerk of Council  
**DATE:** September 22, 2015  
**SUBJECT:** Referral from Council: Ordinance No. 2015-187

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At its regular meeting of September 21, 2015, City Council referred the following Ordinance to the Planning Commission for its report and recommendation thereon:

- Ordinance No. 2015-187 by Mr. Maloney. AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN VACANT REAL ESTATE, PART OF LAND LOCATED AT 18256 DRAKE ROAD NEAR PEARL ROAD, IN THE CITY OF STRONGSVILLE FROM GB (GENERAL BUSINESS) CLASSIFICATION TO PF (PUBLIC FACILITIES) CLASSIFICATION (PART OF PPN 397-17-006).

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

TAM  
Attachment



## MEMORANDUM

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

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

**SUBJECT:** Referrals to Council

**DATE:** September 25, 2015

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Please be advised that at its meeting of September 24, 2015, the Strongsville Planning Commission gave Favorable Recommendation to the following;

**COMMONS AT SOUTHPARK/ Steve Greenberger, Agent**

Amendment to Final Development Plan and Site Plan approval of the renovations converting the former Giant Eagle building into a multi-tenant facility to include 5 retail tenants and 3 restaurant uses for property located at 17887 Southpark Center, PPN 396-20-005 zoned Shopping Center. \*ARB Favorable Recommendation 9-8-15.

**ORDINANCE NO. 2015-186:**

An Ordinance Amending the Zoning Map of the City of Strongsville adopted by Section 1250.03 of Title Six, Part Twelve of the Codified Ordinances of Strongsville to change the Zoning Classification of certain real estate located at 21453 Royalton Road, in the City of Strongsville, from GI (General Industrial) Classification to PF (Public Facility) Classification PPN's 392-16-004; 293-16-005; 392-14-004; and part of 392-16-009.

**ORDINANCE NO. 2015-187:**

An Ordinance Amending the Zoning Map of the City of Strongsville adopted by Section 1250.03 of Title Six, Part Twelve of the Codified Ordinances of Strongsville to change the Zoning Classification of certain vacant real estate, part of land located at 18256 Drake Road near Pearl Road, in the City of Strongsville, from GB (General Business) Classification to PF (Public Facility) Classification part of PPN 397-17-006.

Recommendation on an Amended Comprehensive Plan.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2015- 195

By: Mayor Perciak and All Members of Council

AN ORDINANCE DECLARING IMPROVEMENTS TO CERTAIN PARCELS OF REAL PROPERTY TO BE A PUBLIC PURPOSE, DESCRIBING THE PUBLIC IMPROVEMENTS TO BE MADE TO DIRECTLY BENEFIT SUCH PARCELS, REQUIRING THE OWNERS OF THE IMPROVEMENTS ON SUCH PARCELS TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES, ESTABLISHING WESTWOOD COMMONS PUBLIC IMPROVEMENT TAX INCREMENT FINANCING (TIF) FUND FOR THE DEPOSIT OF SUCH SERVICE PAYMENTS PURSUANT TO OHIO REVISED CODE SECTIONS 5709.40, 5709.42 AND 5709.43, AND DECLARING AN EMERGENCY.

WHEREAS, Ohio Revised Code Sections 5709.40, 5709.42 and 5709.43 (the "Act") provide that this Council may describe public improvements to be made which directly benefit certain parcels, declare Improvements (as defined in Ohio Revised Code Section 5709.40) with respect to such parcels of real property located in the City of Strongsville (the "City") to be a public purpose, thereby authorizing the exemption of those Improvements from real property taxation for a period of time, and provide for the making of service payments in lieu of taxes by the owner of such parcels, and establish a municipal public improvement tax increment fund into which such service payments shall be deposited; and

WHEREAS, Cameron-Allie Development Group, LLC, an Ohio limited liability company (the "Developer"), has agreed to improve and redevelop (i) the property located at or around the northeast corner of the intersection of Pearl Road and Westwood Drive in the City of Strongsville, Ohio and known as Permanent Parcel Numbers 396-10-003, 396-10-004, 396-10-005, 396-10-011, 396-10-016, and 396-10-001 (collectively, the "Vacant Land") in the records of the Cuyahoga County Fiscal Office, and (ii) the property known as Permanent Parcel Number 396-10-002 in the records of the Cuyahoga County Fiscal Office, which contains an existing building totaling approximately 12,500 square feet (the "Existing Building" and together with the Vacant Land, collectively, the "Project Site") and is more particularly described in the legal description attached hereto as Exhibit A. The Developer has agreed to improve the Project Site by (i) constructing an approximate 11,000 square foot retail shopping center on a portion of the Vacant Land, (ii) performing certain demolition, grading, and other related site work on permanent parcel number 396-10-016, and (iii) rehabilitating the Existing Building and performing site improvements to the parking areas of the Existing Building, all as further described on Exhibit B attached hereto (the "Project"); and

WHEREAS, in connection with the Project, this Council may cause construction of the necessary public infrastructure improvements which include demolition, relocation and installation of utilities and storm water retention, as well as certain streetscape, lighting and sidewalk improvements as further described in more detail on Exhibit C attached hereto (the "Public Infrastructure Improvements") to be made by Developer, that once made will directly benefit the Property, the City and its residents; and



WHEREAS, the Developer, shall pay for and cause the construction of the Public Infrastructure Improvements; and

WHEREAS, the City has determined that it is necessary and appropriate and in the best interests of the City to provide for service payments in lieu of taxes with respect to the Property pursuant to Section 5709.42 of the Ohio Revised Code (the "Service Payments") to pay certain expenses related to the Project and to reimburse the Developer for the costs of the construction of the Public Infrastructure Improvements; and

WHEREAS, the Strongsville City School District and Polaris Joint Vocational School District have been notified of this Ordinance consistent with Revised Code Section 5709.83; and

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

Section 1. That the Public Infrastructure Improvements described in Exhibit C hereto, if made or caused to be made by the City, are hereby designated as those Public Infrastructure Improvements that directly benefit, or that once made will directly benefit, the Property, and are determined to be necessary for the public health, safety and welfare of the City and its residents.

Section 2. That pursuant to and in accordance with the provisions of Ohio Revised Code Section 5709.40, and, in particular, Section 5709.40(B), this Council hereby finds and determines that 100% of the increase in the assessed value of the Property that would first appear on the tax list and duplicate of real property after the effective date of this Ordinance (which increase in assessed value is herein referred to as the "Improvement" or "Improvements" as defined in said Section 5709.40) is a public purpose, and 100% of said Improvement is hereby declared to be a public purpose for a period of 30 years and exempt from taxation commencing with the tax year following the year in which this Ordinance is passed and ending on the earlier of (1) the date the Improvements have been exempted from taxation for a period of 30 years or (2) the date on which the City has collected into the Fund established in Section 4 hereof a total amount of Service Payments available for and sufficient to pay the costs provided in Section 4 hereof; provided, however, that Service Payments shall be paid to the Strongsville City School District and the Polaris Joint Vocational School District in the amount of the taxes that would have been payable to both the Strongsville City School District and the Polaris Joint Vocational School District if the Improvements had not been exempted from taxation.

Section 3. That as provided in Section 5709.42 of the Revised Code, the owner or owners of the Improvements are hereby required to and shall pay the Service Payments to the County Treasurer on or before the final dates for payment of real property taxes, which Service Payments, together with any associated rollback payments, shall be deposited in the Municipal Public Improvement Tax Increment Financing Fund established in Section 4 hereof. In accordance with Ohio Revised Code Section 5709.42, the County Treasurer shall distribute a portion of the Service Payments directly to the Strongsville City School District and the Polaris Joint Vocational School District in an amount equal to the property tax payments the Strongsville



City School District and the Polaris Joint Vocational School District would each have received from the portion of the Improvements exempted from taxation, had such Improvements not been exempted from taxation. This Council hereby authorizes the Mayor, Director of Finance and Law Director, and other appropriate officers of the City, to provide such information and certifications, and execute and deliver or accept delivery of such instruments, as are necessary or incidental to collect those Service Payments, and to make such arrangements as are necessary and proper for payment of the Service Payments.

Section 4. That this Council hereby establishes pursuant to and in accordance with the provisions of Section 5709.43 of the Ohio Revised Code, the Westwood Commons Public Improvement Tax Increment Financing Fund (the "Fund"), into which shall be deposited all of the Service Payments and any associated rollback payments distributed to the City with respect to the Improvements on the Property by or on behalf of the County Treasurer, as provided in Section 5709.42 of the Ohio Revised Code, and hereby agrees that moneys in that fund shall be used for any or all of the following purposes:

- (i) to pay any and all planning, engineering, acquisition, construction, installation, financing costs, and any and all other direct and indirect costs of the Public Infrastructure Improvements, including expenses incurred by the City in connection with the Project (including the fees and expenses of special counsel to the City), and to reimburse the Developer or its successor or assign, for any monies used to pay costs of the Public Improvements, and
- (ii) after reimbursement to Developer for item (i) above, for the use by the City for other Public Infrastructure Improvements that benefit the Property.

The Fund shall remain in existence so long as the Service Payments are collected and used for the aforesaid purposes, after which said Fund shall be dissolved in accordance with said Section 5709.43.

Section 5. That pursuant to Section 5709.40 of the Ohio Revised Code, the Clerk of Council is hereby directed to deliver a copy of this Ordinance to the Director of the Development Services Agency of the State of Ohio within fifteen days after its passage. On or before March 31 of each year that the exemption set forth in Section 2 hereof remains in effect, the Mayor or other authorized officer of this City shall prepare and submit to the Director of the Development Services Agency of the State of Ohio the status report required under Section 5709.40 of the Ohio Revised Code.

Section 6. That this Council finds and determines that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 7. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City, and for the further

reason that this Ordinance is required to be immediately effective in order to re-develop the town center of Strongsville and foster economic development and for the purpose of enhancing the availability of adequate commercial retail space and parking, creating jobs and employment opportunities, improving the economic welfare of the people of the City and addressing property conditions and circumstances that preclude and inhibit environmentally sound and economic use or reuse of the Property; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor, provided it receives the affirmative vote of at least two-thirds of the members of the Council, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

\_\_\_\_\_  
 President of Council  
 Date Passed       , 2015

Approved: \_\_\_\_\_  
 Mayor  
 Date Approved: \_\_\_\_\_, 2015

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

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

ORD. No. 2015-195 Amended: \_\_\_\_\_  
 1st Rdg. 09-21-15 Ref: COW  
 2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

EXHIBIT A  
THE PROPERTY

PPN: 396-10-003  
PPN: 396-10-004  
PPN: 396-10-005  
PPN: 396-10-011  
PPN: 396-10-001  
PPN: 396-10-002  
PPN: 396-10-016

Westwood Commons  
Cameron-Allie Parcels  
DGB 4359-1

July, 2015

Parcel 1:

Situated in the City of Strongsville, County of Cuyahoga, and State of Ohio, and known as being Consolidated Parcel "C" as shown by the recorded plat in Volume 380, Page 64 of Cuyahoga County Map Records of part of Original Strongsville Township Lot 55, and bounded and described as follows:

Beginning at an iron pin monument found in the centerline of Pearl Road (U.S. 42), variable width, at its intersection with the centerline of Westwood Drive (West);

Thence North 00 degrees 28 minutes 05 seconds West along the centerline of Pearl Road, 5.47 feet to its intersection with the centerline of Westwood Drive (East), 60 feet wide;

Thence South 88 degrees 29 minutes 59 seconds East along the centerline of Westwood Drive (East), 271.79 feet to its intersection with the southerly prolongation of the easterly line of Consolidated Parcel "B1" as shown by the recorded plat in Volume 379, Page 59 of Cuyahoga County Map Records, being also the easterly line of deed parcel 3 of land conveyed to Cameron-Allie Development Group, LLC by deed recorded as A.F.N. 201412290675 of Cuyahoga County Records;

Thence North 02 degrees 19 minutes 41 seconds East, 30.00 feet to its intersection with the northerly line of Westwood Drive (East), and the principal place of beginning of the parcel herein described, and from which point a 1" iron pipe found bears North 02 degrees 19 minutes 41 seconds East, 0.27 feet;

Thence North 88 degrees 29 minutes 59 seconds West along the northerly line of Westwood Drive (East), 46.01 feet to an iron pin set at its intersection with the westerly line of said so conveyed;



Thence North 02 degrees 19 minutes 41 seconds East along said westerly line of Consolidated Parcel "B1", 155.64 feet to an iron pin set at its intersection with a southerly line of said Consolidated Parcel "B1";

Thence North 87 degrees 40 minutes 19 seconds West, 66.83 feet to the northeasterly corner of a parcel of land conveyed to Justice Enterprises, LLC by deed recorded as A.F.N. 201212240119 of Cuyahoga County Records, and from which point a capped iron pin found (H&A LTD) bears South 76 degrees 35 minutes 31 seconds East, 0.05 feet;

Thence North 87 degrees 53 minutes 57 seconds West along the northerly line of said land conveyed to Justice Enterprises, LLC, 114.21 feet to its intersection with the easterly line of

Pearl Road, variable width, and from which point a capped iron pin found (H&A LTD) bears South 87 degrees 53 minutes 57 seconds East, 0.04 feet;

Thence North 06 degrees 04 minutes 52 seconds West along the easterly line of Pearl Road, 62.79 feet to an iron pin set at its intersection with the northerly line of deed parcel 2 of land conveyed to Cameron-Allie Development Group, LLC, by deed recorded as A.F.N. 201501050348 of Cuyahoga County Records;

Thence North 08 degrees 25 minutes 00 seconds West along the easterly line of Pearl Road, 75.38 feet to its intersection with the northerly line of deed parcel 1 of land conveyed to Cameron-Allie Development Group, LLC, by deed recorded as A.F.N. 2015010348 of Cuyahoga County Records, and from which point a nail found bears South 81 degrees 35 minutes 00 seconds West, 0.08 feet;

Thence North 10 degrees 23 minutes 56 seconds West along the easterly line of Pearl Road, 77.97 feet to an iron pin set at its intersection with the southerly line of a parcel of land conveyed to Pearl 66 Phase II LLC by deed recorded as A.F.N. 200004210807 of Cuyahoga County Records;

Thence North 79 degrees 57 minutes 07 seconds East along said southerly line of land conveyed to Pearl 66 Phase II LLC, 273.46 feet to an iron pin set at its intersection with the westerly line of a parcel of land conveyed to Strongsville Senior Associates Limited Partnership by deed recorded as A.F.N. 200310280195 of Cuyahoga County Records;

Thence South 02 degrees 19 minutes 41 seconds West along the westerly line of said land conveyed to Strongsville Senior Associates Limited Partnership and said easterly line of Consolidated Parcel "B1", 417.00 feet to the principal place of beginning and containing 65,491 square feet or 1.5035 acres of land according to the survey by Donald G. Bohning & Associates, Inc. dated January, 2015.

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

Parcel 2:

Situated in the City of Strongsville, County of Cuyahoga, and State of Ohio, and known as being part of Original Strongsville Township Lot 55, and bounded and described as follows:

Beginning at an iron pin monument found in the centerline of Pearl Road (U.S. 42), variable width, at its intersection with the centerline of Westwood Drive (West);

Thence North 00 degrees 28 minutes 05 seconds West along the centerline of Pearl Road, 223.37 feet to an iron pin monument found at a point of intersection;

Thence North 8 degrees 22 minutes 31 seconds West along the centerline of Pearl Road, 168.80 feet to its intersection with the westerly prolongation of the northerly line of Consolidated Parcel "C" as shown by the recorded plat in Volume 380, Page 64 of Cuyahoga County Map Records;

Thence North 79 degrees 57 minutes 07 seconds East along the westerly prolongation of the northerly line of said Consolidated Parcel "C", 47.46 feet to an iron pin found (D.G. Bohning Assoc.) at its intersection with the easterly line of Pearl Road and the principal place of beginning of the parcel herein described;

Thence North 10 degrees 31 minutes 30 seconds West along the easterly line of Pearl Road, 36.26 feet to an iron pin set at an angle point, therein;

Thence North 6 degrees 38 minutes 35 seconds West along the easterly line of Pearl Road, 29.77 feet to an iron pin set at an angle point, therein;

Thence North 8 degrees 22 minutes 31 seconds West along the easterly line of Pearl Road, 98.38 feet to its intersection with the southerly line of a parcel of land conveyed to Strongsville Historical Society by deed recorded in Volume 92-7963, Page 15 of the Official Records of Cuyahoga County, and from which point an iron pin set bears South 79 degrees 57 minutes 07 seconds West, 1.00 feet;

Thence North 79 degrees 57 minutes 07 seconds East along the southerly line of said land conveyed to Strongsville Historical Society, 184.29 feet to a drill hole found at an angle point, therein;

Thence North 8 degrees 18 minutes 03 seconds West along the southerly line of said land conveyed to Strongsville Historical Society, 20.48 feet to an iron pin found at an angle point, therein;

Thence North 78 degrees 34 minutes 58 seconds East along the southerly line of said land conveyed to Strongsville Historical Society, 125.44 feet to an iron pin set at its intersection with the westerly line of a parcel of land conveyed to Strongsville Senior Associates Limited Partnership by deed recorded as A.F.N. 200310280195 of Cuyahoga County Records;

Thence South 02 degrees 19 minutes 41 seconds West along the westerly line of said land conveyed to Strongsville Senior Associates Limited Partnership, 192.25 feet to an iron pin found (D.G. Bohning Assoc.) at its intersection with the northerly line of said Consolidated Parcel "C";

Thence South 79 degrees 57 minutes 07 seconds West along the northerly line of said Consolidated Parcel "C", 273.46 feet to the principal place of beginning and containing 50,298 square feet or 1.1547 acres of land according to the survey by Donald G. Bohning & Associates, Inc. dated July, 2015.

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



Westwood Commons  
Mitchells Parcel  
DGB 4359-1

July, 2015

Situated in the City of Strongsville, County of Cuyahoga, and State of Ohio, and known as being part of Original Strongsville Township Lot 55, and bounded and described as follows:

Beginning at an iron pin monument found in the centerline of Pearl Road (U.S. 42), variable width, at its intersection with the centerline of Westwood Drive (West);

Thence North 00 degrees 28 minutes 05 seconds West along the centerline of Pearl Road, 5.47 feet to its intersection with the centerline of Westwood Drive, 60 feet wide;

Thence South 88 degrees 29 minutes 59 seconds East along the centerline of Westwood Drive (East), 271.79 feet to its intersection with the southerly prolongation of the westerly line of a parcel of land conveyed to Cameron-Allie Development Group, LLC by deed recorded s A.F.N. 201412290657 of Cuyahoga County Records;

Thence North 02 degrees 19 minutes 41 seconds East, 30.00 feet to its intersection with the northerly line of Westwood Drive (East), and the principal place of beginning of the parcel herein described, and from which point a 1" iron pipe found bears North 02 degrees 19 minutes 41 seconds East, 0.27 feet;

Thence North 02 degrees 19 minutes 41 seconds East along the westerly line of said line conveyed to Cameron-Allie Development Group, LLC, 158.89 feet to its intersection with the westerly line of a parcel of land conveyed to Strongsville Senior Associates Limited Partnership by deed recorded as A.F.N. 200310280195 of Cuyahoga County Records, and from which point a 1/2" iron pin found bears North 88 degrees 29 minutes 59 seconds West, 0.79 feet; North 01 degree 30 minutes 01 second East, 0.30 feet; and a 1/2" iron pin found bears North 88 degrees 29 minutes 59 seconds West, 0.59 feet; North 01 degree 30 minutes 01 second East, 0.52 feet;

Thence South 88 degrees 29 minutes 59 seconds East along the southerly line of said land conveyed to Strongsville Senior Associates Limited Partnership, 97.80 feet to a 1/2" iron pin found at an angle point, therein;

Thence South 02 degrees 42 minutes 21 seconds West along the westerly line of said land conveyed to Strongsville Senior Associates Limited Partnership, 158.91 feet to its intersection with the northerly line of Westwood Drive (East), and from which point a 1/2" iron pin found bears North 88 degrees 29 minutes 59 seconds West, 0.31 feet;

Thence North 88 degrees 29 minutes 59 seconds West along the northerly line of Westwood Drive (East), 96.75 feet to the principal place of beginning and containing 15,455 square feet or 0.3548 acres of land according to the survey by Donald G. Bohning & Associates, Inc. dated December, 2014.

Westwood Commons  
Mitchells Parcel  
DGB 4359-1

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

## EXHIBIT B

### DEVELOPER IMPROVEMENTS

Cameron-Allie Development Group LLC proposes revitalizing the downtown area of Strongsville by developing a project known as "Westwood Commons" on the northeastern corner of Pearl Road and Westwood Drive. The project involves constructing a new shopping center totaling approximately 11,000 square feet, remodeling and re-purposing an existing shopping center totaling approximately 12,000 square feet, and selling a 0.25 acre parcel of the project site to an end user who will construct a 2,750 square foot ice cream shop.

All of the above referenced improvements will require extensive upgrades to the existing infrastructure on the property, which are very old and inadequate to service the new improvements. Developer intends to install new utility connections and an underground storm water management system to not only service the new improvements but also assist with storm water runoff from the adjacent city owned property, which runs downhill to the project site.

The property associated with the Project has long been an eye sore for the City and severely under-utilized given its proximity to the center of town. The existing conditions of the property are a combination of vacant land, a blighted commercial building and an existing shopping center that requires extensive renovation. The Developer intends to demolish the blighted building, construct the new shopping center on the vacant land, and perform said renovations to the existing building. Additionally, the end user of the ice cream parcel intends to construct a new ice cream store.

The architecture of the new shopping center and ice cream shop, and the renovations to the existing building, will feature materials and elements consistent and complementary to the City's "Town Center District", including but not limited to, red brick, masonry block, rendered Exterior Insulated Finish System (EIFS), fiber cement board and other similar materials. Landscape features will include patios, new concrete sidewalks, new parking lots, extensive landscaping and other streetscape improvements similar to those already seen in the City's commons area adjacent to the Project site.

When the Project is completed, the amenities surrounding the Project site (the City library, recreation center, baseball fields, the Commons, etc) will all be activated by the increased connectivity to each other, creating a synergy in the City's downtown district that has long been desired.

Developer expects to start construction in November 2015 and the anticipated duration of construction is approximately seven to nine months.







EXHIBIT C

PUBLIC INFRASTRUCTURE IMPROVEMENTS

The Public Infrastructure Improvements consist of:

TIF Funding Estimates

Westwood

Commons I and II

As of July 13, 2015

<u>Category</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>	<u>Total</u>	<u>Notes</u>
<b>"Demolition and Environmental Remediation"</b>	Phase 1 Study	2	Ea	1785.00	\$3,570.00	\$3,570.00	
	Soil Testing	1	Ea	3560.00	\$3,560.00	\$3,560.00	
	Remove Existing Structures (backfill jads basement)	1	Ea	40000.00	\$40,000.00	\$40,000.00	
	Asbestos Abatement	1	Ea	15000.00	\$15,000.00	\$15,000.00	
	Engineered Removal & Fill of Existing Basements	2000	CY	20.00	\$40,000.00	\$40,000.00	
	Site Clearing	97574	SF	0.17	\$16,587.65	\$16,587.65	
	Tree Clearing	1	Ea	15000.00	\$15,000.00	\$15,000.00	
	Erosion Control	2	Acres	6750.00	\$13,500.00	\$13,500.00	
	Mass Excavation Cuts and Fills	4000	CY	6.00	\$24,000.00	\$24,000.00	
	Strip and Stockpile Topsoil	903	CY	4.70	\$4,244.10	\$4,244.10	





The Public Improvements further include the construction of or improvements to any other public streets, utilities and public facilities in and around the Project Site or directly benefiting or serving the Project Site, including traffic signalization, sidewalks, streetscapes and water and sanitary sewer improvements.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2015- 196

By: Mayor Perciak and All Members of Council

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO ENTER INTO A PROJECT DEVELOPMENT AGREEMENT AND A CONSTRUCTION AGENCY AGREEMENT WITH CAMERON-ALLIE DEVELOPMENT GROUP LLC, AND DECLARING AN EMERGENCY.

WHEREAS, Cameron-Allie Development Group, LLC, an Ohio limited liability company (the "Developer"), has agreed to improve and redevelop (i) the property located at or around the northeast corner of the intersection of Pearl Road and Westwood Drive in the City of Strongsville, Ohio and known as Permanent Parcel Numbers 396-10-003, 396-10-004, 396-10-005, 396-10-011, 396-10-016, 396-10-001 (collectively, the "Vacant Land") in the records of the Cuyahoga County Fiscal Office, and (ii) the property known as Permanent Parcel Number 396-10-002 in the records of the Cuyahoga County Fiscal Office, which contains an existing building totaling approximately 12,500 square feet (the "Existing Building" and together with the Vacant Land, collectively, the "Project Site"). The Developer has agreed to improve the Project Site by (i) constructing an approximate 11,000 square foot retail shopping center on a portion of the Vacant Land, (ii) performing certain demolition, grading, and other related site work on permanent parcel number 396-10-016, and (iii) rehabilitating the Existing Building and performing site improvements to the parking areas of the Existing Building, all as further described on Exhibit A (the Developer Improvements) attached hereto (the "Project") and pursuant to the terms and conditions of a Project Development Agreement by and between the City and the Developer; and

WHEREAS, pursuant to Ordinance No. 2015- 195 , this Council has described and declared that certain public improvements to be made which directly benefit certain parcels that comprise the Project Site, declare Improvements (as defined in Ohio Revised Code Section 5709.40) with respect to such parcels of real property located in the City of Strongsville (the "City") to be a public purpose, thereby authorizing the exemption of those Improvements from real property taxation for a period of time, and provide for the making of service payments in lieu of taxes by the owner of such parcels, and establish a municipal public improvement tax increment equivalent fund into which such service payments shall be deposited; and

WHEREAS, in connection with the Project, this Council intends to cause construction of the necessary public infrastructure improvements which include demolition, relocation and installation of utilities and storm water retention, as well as certain streetscape, lighting and sidewalk improvements at the Project Site as further described in more detail on Exhibit B attached hereto (the "Public Infrastructure Improvements") to be made by Developer, as the City's designated construction agent, pursuant to the terms and conditions of a Construction Agency Agreement, by and between the City and Developer, that once made will directly benefit the Property, the City and its residents; and

WHEREAS, the Developer, as the City's Construction Agent, pursuant to the terms and conditions of the Construction Agency Agreement, shall pay for and cause the construction of the Public Infrastructure Improvements.

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

Section 1. That, for the reasons aforesaid, this Council hereby approves and authorizes the Mayor to enter into the Project Development Agreement with Cameron-Allie Development Group, LLC, in substantially the form attached hereto as Exhibit C and which in all respects is hereby approved.

Section 2. That the Mayor be and is hereby authorized to enter into the Construction Agency Agreement with Cameron-Allie Development Group, LLC, in substantially the form attached hereto as Exhibit D and which in all respects is hereby approved.

Section 3. That this Council finds and determines that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 4. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City, and for the further reason that this Ordinance is required to be immediately effective in order to re-develop the town center of Strongsville and foster economic development and for the purpose of enhancing the availability of adequate commercial retail space and parking creating jobs and employment opportunities, improving the economic welfare of the people of the City and addressing property conditions and circumstances that preclude and inhibit environmentally sound and economic use or reuse of the Property; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor, provided it receives the affirmative vote of at least two-thirds of the members of the Council, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

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

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

Date Passed: \_\_\_\_\_, 2015

Date Approved: \_\_\_\_\_, 2015

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



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

ORD. No. 2015-196 Amended: \_\_\_\_\_  
1st Rdg. 09-21-15 Ref: CDW  
2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

## EXHIBIT A

### DEVELOPER IMPROVEMENTS

Cameron-Allie Development Group LLC proposes revitalizing the downtown area of Strongsville by developing a project known as "Westwood Commons" on the northeastern corner of Pearl Road and Westwood Drive. The project involves constructing a new shopping center totaling approximately 11,000 square feet, remodeling and re-purposing an existing shopping center totaling approximately 12,000 square feet, and selling a 0.25 acre parcel of the project site to an end user who will construct a 2,750 square foot ice cream shop.

All of the above referenced improvements will require extensive upgrades to the existing infrastructure on the property, which are very old and inadequate to service the new improvements. Developer intends to install new utility connections and an underground storm water management system to not only service the new improvements but also assist with storm water runoff from the adjacent city owned property, which runs downhill to the project site.

The property associated with the Project has long been an eye sore for the City and severely under-utilized given its proximity to the center of town. The existing conditions of the property are a combination of vacant land, a blighted commercial building and an existing shopping center that requires extensive renovation. The Developer intends to demolish the blighted building, construct the new shopping center on the vacant land, and perform said renovations to the existing building. Additionally, the end user of the ice cream parcel intends to construct a new ice cream store.

The architecture of the new shopping center and ice cream shop, and the renovations to the existing building, will feature materials and elements consistent and complementary to the City's "Town Center District", including but not limited to, red brick, masonry block, rendered Exterior Insulated Finish System (EIFS), fiber cement board and other similar materials. Landscape features will include patios, new concrete sidewalks, new parking lots, extensive landscaping and other streetscape improvements similar to those already seen in the City's commons area adjacent to the Project site.

When the Project is completed, the amenities surrounding the Project site (the City library, recreation center, baseball fields, the Commons, etc) will all be activated by the increased connectivity to each other, creating a synergy in the City's downtown district that has long been desired.

Developer expects to start construction in November 2015 and the anticipated duration of construction is approximately seven to nine months.







EXHIBIT B

PUBLIC INFRASTRUCTURE IMPROVEMENTS

The Public Infrastructure Improvements consist of:

TIF Funding Estimates

Westwood

Commons I and II

As of July 13, 2015

<u>Category</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>	<u>Total</u>	<u>Notes</u>
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	Soil Testing	1	Ea	3560.00	\$3,560.00	\$3,560.00	
	Remove Existing Structures (backfill jads basement)	1	Ea	40000.00	\$40,000.00	\$40,000.00	
	Asbestos Abatement	1	Ea	15000.00	\$15,000.00	\$15,000.00	
	Engineered Removal & Fill of Existing Basements	2000	CY	20.00	\$40,000.00	\$40,000.00	
	Site Clearing	97574	SF	0.17	\$16,587.65	\$16,587.65	
	Tree Clearing	1	Ea	15000.00	\$15,000.00	\$15,000.00	
	Erosion Control	2	Acres	6750.00	\$13,500.00	\$13,500.00	
	Mass Excavation Cuts and Fills	4000	CY	6.00	\$24,000.00	\$24,000.00	
	Strip and Stockpile Topsoil	903	CY	4.70	\$4,244.10	\$4,244.10	
Disposal of Excess Material Off-Site	903	CY	8.40		\$7,585.20		



**Overall Total**

**\$ 932,263.58**

The Public Infrastructure Improvements further include the construction of or improvements to any other public streets, utilities and public facilities in and around the Property or directly benefiting or serving the Property, including traffic signalization, sidewalks, streetscapes and water and sanitary sewer improvements.

EXHIBIT C  
PROJECT DEVELOPMENT AGREEMENT



PROJECT DEVELOPMENT AGREEMENT

by and between

THE CITY OF STRONGSVILLE, Ohio

and

CAMERON-ALLIE DEVELOPMENT GROUP, LLC,

as the Developer

Dated

as of

\_\_\_\_\_, 2015

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PROJECT DEVELOPMENT AGREEMENT  
(City of Strongsville - Westwood Commons)

This Project Development Agreement (this "Agreement") is made effective and entered into as of \_\_\_\_\_, 2015 the ("Effective Date") by and between the City of Strongsville, Ohio (the "City"), a charter municipal corporation and political subdivision organized and existing under the laws of the State of Ohio, and Cameron-Allie Development Group, LLC (the "Developer"), an Ohio limited liability company.

**RECITALS**

A. The Developer has acquired and plans to redevelop (i) the property located at or around the northeast corner of the intersection of Pearl Road and Westwood Drive in the City of Strongsville, Ohio and known as Permanent Parcel Numbers 396-10-003, 396-10-004, 396-10-005, 396-10-011, 396-10-001, 396-10-002 and 396-10-016 (the "Vacant Land") in the records of the Cuyahoga County Fiscal Office, and (ii) the property known as Permanent Parcel Number 396-10-002 in the records of the Cuyahoga County Fiscal Office, which contains an existing building totaling approximately 12,500 square feet (the "Existing Building" and together with the Vacant Land, collectively, the "Project Site") and is more particularly described in the legal description and Lot Split and Consolidation Plat attached hereto as Exhibit A.

B. The Developer has agreed to improve the Project Site by (i) constructing an approximate 11,000 square foot retail shopping center on a portion of the Vacant Land, (ii) performing certain demolition, grading, and other related site work on permanent parcel number 396-10-016 (the "Mitchell's Parcel"), and (iii) rehabilitating the Existing Building and performing site improvements to the parking areas of the Existing Building, all as further depicted on Exhibit B attached hereto (the "Developer Improvements").

C. Upon Developer's completion of the aforementioned site work on the Mitchell's Parcel, Developer intends to sell the Mitchell's Parcel to Mitchell Brothers Ice Cream, Inc., or its assigns ("Mitchell's") whereby Mitchell's intends to construct a free standing building totaling approximately 3,000 square feet.

D. As part of the Developer Improvements, there are certain public infrastructure improvements required which include demolition, relocation and installation of utilities and storm water retention, as well as certain streetscape, lighting and sidewalk improvements as further described in more detail on Exhibit C attached hereto (the "Public Improvements," and together with the Developer Improvements, collectively the "Improvements") as approved by the City's Planning Commission, Building Department, Engineering Department and other City boards, commissions and departments (collectively, "City Review & Approval Bodies"). For avoidance of doubt, any work performed by Developer on the Mitchell's Parcel, as further described in more detail on Exhibit B-1 shall be included within the definition of Improvements and any work performed by Mitchell's, its agents, representatives, or contractors, on the Mitchell's Parcel shall be expressly excluded from the definition of Improvements.

E. The City has determined that the construction of the Improvements on the Project Site, and the fulfillment generally of this Agreement, are in the best interests of the City and

necessary for economic development purposes and the health, safety and welfare of its residents, and are necessary for the purpose of enhancing the availability of adequate commercial retail space, parking, creating jobs and employment opportunities, improving the economic welfare of the people of the City and addressing property conditions and circumstances that preclude and inhibit environmentally sound and economic use or reuse of the real property comprising the Project Site. F. Pursuant to Ohio Revised Code Section 5709.40, 5709.42 and 5709.43, the City Council (the "Council") passed the TIF Ordinance (as defined herein) to exempt from real property taxation the incremental increase in assessed value of the Project Site resulting from the construction of the Improvements and providing: (1) that the Improvements are a public purpose, and designating the Improvements as a public improvement benefiting the Project Site; (2) for the payment of service payments in lieu of taxes (the "Service Payments"), by the Developer and any successors in interest to the Project Site, as obligations running with the land for the duration of the Covenant Period (as hereinafter defined), with respect to the real property comprising the Project Site; (3) for the use of the Service Payments for costs of the Public Improvements, as approved by the City.

In consideration of the foregoing Recitals and as an inducement to and in consideration of the conditions and covenants contained in this Agreement, the parties agree as follows:

## **Article I The Improvements**

Section 1.01 Improvements. The Developer agrees to construct the Improvements, at its own expense, as set forth in the Plans and Specifications (as defined herein) as approved by the City Review & Approval Bodies in accordance with Article III of this Agreement. Upon receipt of Service Payments (as defined herein), the City will reimburse the Developer for costs incurred by Developer for constructing the Public Improvements.

Section 1.02 Job Creation. Developer anticipates that the construction of the Improvements will create approximately 86 full time equivalent new jobs and 44 part time equivalent new jobs within six (6) months after Completion (as herein defined) of the Improvements and maintain a payroll of approximately \$2,000,000 throughout the Covenant Period (as defined herein).

Section 1.03 Public Improvements. The parties acknowledge that the Public Improvements on and adjacent to the Project Site are necessary for the construction of the Developer Improvements and will directly benefit the Project Site and the surrounding area. The City shall designate the Developer as its Construction Agent with respect to the construction of the Public Improvements, pursuant to the terms of a Construction Agency Agreement to be entered into by and between the City and the Developer, in substantially the form of the agreement attached hereto as Exhibit D. The Developer, acting as the City's Construction Agent, shall construct the Public Improvements and advance the funds therefor.

Section 1.04 Costs of Improvements. The Developer agrees that the cost of the Improvements shall be approximately \$2,502,000 for the Developer Improvements and \$932,000 for the Public Improvements, representing a total investment of approximately \$3,434,000 million.

Section 1.05 Construction. Construction of the Improvements shall commence no later than January 1, 2016 (“Commencement Date”) and shall be substantially complete (“Completion”) no later than the one year anniversary of the Commencement Date (the “Completion Date”), in accordance with the Project Schedule set forth on the attached Exhibit E, subject to the provisions of Article VIII of this Agreement. The Developer shall not commence construction of the Improvements prior to the City’s Review & Approval Bodies approval of the Plans and Specifications.

Section 1.06 Construction Contract. The Developer, as Construction Agent, will enter into lump sum or Guaranteed Maximum Price Contract with a construction manager (the “Construction Manager”) acceptable to the City (the “Construction Contract”) for the construction of the Public Improvements. Developer hereby acknowledges that the selection of the Construction Manager and each subcontractor under the Construction Contract is subject to the City’s public bidding requirements as set forth in Section 5 of the City’s Charter, the applicable City ordinances and any applicable requirements under State law. The Construction Contract shall include a detailed schedule of values in sufficient detail to enable the City to determine the costs of the various components of the Public Improvements.

Section 1.07 Payment and Performance Bond. Concurrent with execution of the Construction Contract, Developer shall provide a Payment and Performance Bond to the City in the full amount of the contract price guaranteeing full and timely payment and performance of the Construction Contract for the Public Improvements. The bond shall be written by a surety licensed or authorized to conduct business in the State of Ohio and of sufficient financial rating, and in a form satisfactory to the City’s Director of Finance and the City’s Law Director. Developer shall not be required to obtain a Payment or Performance Bond in connection with the Developer Improvements.

Section 1.08 Compliance with Laws, Rules and Regulations. The Developer and its respective officers, agents, employees and any other persons over whom the Developer has control, including but not limited to the Construction Manager and subcontractors, shall comply with all present and future laws and ordinances of the City, Federal, State and other local governmental bodies, applicable to or affecting directly or indirectly the Developer or its operations and activities on or in connection with the construction and operation of the Improvements.

Section 1.09 Insurance. Developer shall purchase from, and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Public Improvements are located, insurance for protection from claims under workers’ compensation acts and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and claims for damages to property which may arise out of or result from Developer’s operations and completed operations under this Agreement and the Construction Contract, whether such operations be by the Developer, Construction Manager, or by a subcontractor, agent, or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than limits of liability specified in this Agreement or required by law, whichever coverage is greater, and shall include contractual liability insurance applicable to the Developer’s obligations under Article V of this Agreement. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least 30 days’ prior

written notice has been given to the City. Developer shall cause the commercial liability coverage, pollution liability coverage, and excess liability coverage required by this Agreement to include the City as an additional insured for claims caused in whole or in part by any of the Developer's acts or omissions, any acts or omissions of the Construction Manager, and/or any acts or omissions of any subcontractor, agent, or other person or entity directly or indirectly employed by any of them arising out of or relating to the construction of the Public Improvements.

The insurance required by this Agreement shall be written for not less than the following limits, or greater if required by law:

(i) Workers' Compensation limits shall be those required by statute.

(ii) Commercial General Liability insurance including liability on this project and blanket coverage, on an occurrence form, which insures against bodily injury, personal and advertising injury and property damage claims arising from work conducted, services provided, and/or materials supplied by Developer, Construction Manger, or any of their subcontractors or agents with limits of at least One Million Dollars (\$1,000,000) combined single limit each occurrence; Two Million Dollars (\$2,000,000) general aggregate; and Two Million Dollars (\$2,000,000) products/completed operations aggregate. Such insurance shall include the following coverage extensions: Ongoing Operations, Premises Liability, Products/Completed Operations, Broad Form Property Damage including Completed Operations, Contractual liability (including coverage for the indemnity clause provided under this Agreement), XCU hazards and liability, and Personal Injury Liability with Employment Exclusion deleted. The Products/Completed Operations coverage shall remain in effect for at least two (2) years following Completion Date.

(iii) Employer's Liability insurance with minimum limits of \$1,000,000 for each employee for bodily injury by accident and for each employee for bodily injury by disease.

(iv) Commercial/Business Automobile Liability insurance with minimum combined single limit of \$1,000,000 per occurrence (bodily injury and property damage liability). Coverage shall be for liability arising out of the use or operation of owned, hired, leased, and non-owned vehicles.

(v) Pollution Liability Insurance that provides coverage for bodily injury, property damage, and regulatory clean-up costs arising out of or relating to the presence, release, or threatened release of hazardous substances or pollutants with limits of at least Two Million Dollars (\$2,000,000) per occurrence and an aggregate limit of at least Two Million Dollars (\$2,000,000).

(vi) Excess Liability Insurance with a per occurrence limit of at least Five Million Dollars (\$5,000,000) and an aggregate limit of at least Five Million Dollars (\$5,000,000) over the primary limits of insurance.

The liability insurance required by this Agreement shall: (1) provide that it is primary and non-contributory to any other insurance or self-insurance that the City may have, (2) obligate Developer to pay any deductible or self-insured retention associated with any claim that is made under the policy, including any claim that may be made by an additional insured, (3) contain



waivers of subrogation against the City, (4) contain cross-liability endorsements (and shall not contain insured vs. insured exclusions), and (5) provide that the insurer(s) has/have a duty to defend against potentially covered claims and that the payment of defense costs by the insurer(s) shall not reduce or deplete the limits of liability under the policy(ies). The identity of the insurers and the amounts of any deductibles or self-insured retentions are subject to the City's approval.

Before exposure to liability or a loss may occur, Developer shall deliver to the City Certificates of Insurance acceptable to all parties evidencing the insurance coverage required by this Agreement. Upon request by the City, Developer shall deliver to the City copies of any or all of the insurance policies providing the liability insurance required by this Agreement, including copies of any declarations pages and endorsements relating thereto.

Developer shall require in the Construction Contract with the Construction Manager that the Construction Manager also procure insurance that satisfies all of the foregoing requirements.

## **Article II**

### **Tax Increment Financing; Service Payments**

Section 2.01 TIF Ordinance. The TIF Ordinance, a copy of which is attached hereto as Exhibit F, provides for the following with respect to the Project Site: (a) declares the Improvements (as defined in Section 5709.40 of the Revised Code) to the Project Site to be a public purpose for purposes of Section 5709.40 of the Revised Code; (b) requires the Developer, its successors or assigns, and any current or future owners of the Project Site and any current or future lessors, lessees, or owners of the Project Site (hereinafter collectively referred to as the "Owners" and individually as an "Owner") of the Project Site to make service payments to the County Treasurer in lieu of taxes (the "Service Payments") to finance the costs of the Public Improvements; and (c) establishes the Westwood Commons Public Improvement Tax Increment Financing ("TIF") Fund ("TIF Fund").

Section 2.02 Service Payments. The City shall, after completion of construction of the Improvements and approval by the City's Review & Approval Bodies, use the Service Payments actually received by the City (net of any fees imposed by the Cuyahoga County Fiscal Officer during the period that the Project Site is exempt from real property taxation and net of out-of-pocket expenses, including the reasonable fees of Calfee, Halter & Griswold LLP, special counsel to the City) to reimburse the Developer for the costs of the Public Improvements pursuant to the terms of the Construction Agency Agreement. The period of exemption shall continue until the maximum period permitted by TIF Ordinance (but in no event later than December 31, 2045). If, for any reason, the exemption ends prior to the full reimbursement of the Developer for the cost of such Public Improvements, the City shall have no further liability to the Developer for reimbursement. Notwithstanding anything to the contrary contained herein, the City's obligation to reimburse the Developer for the cost of the Public Improvements shall not constitute a debt or pledge of the faith and credit of the City and the City shall have no obligation to pay the Developer other than from Service Payments received by the City.

Section 2.03 Covenant to Make Service Payments. Developer agrees for itself and its successors and assigns and any future Owners of the Project Site to make Service Payments

pursuant to the terms and conditions of this Agreement from the effective date of the exemption granted by the TIF Ordinance through the end of the exemption period as described in Section 2.02 hereof (the "Covenant Period").

Section 2.04 No Contests of Assessed Valuation. Developer agrees for itself and its successors and assigns and any future Owners of the Project Site not to contest the assessed valuation of the Improvements for real property tax purposes below a fair market value of \$3,000,000, as determined by the Cuyahoga County Fiscal Office, throughout the term on the Covenant Period. The Developer intends to sell the Mitchell's Parcel and as such, the parties hereto agree that the Mitchell's Parcel shall not be subject to this Section 2.04.

Section 2.05 Declaration of Covenants Run with the Land. It is agreed that the covenants provided in Section 2.02 of this Agreement shall run with the land, and in any event and without regard to technical classification, be binding to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the City, its successors and assigns, against the Developer, and any successors and assigns and any future Owners of the Project Site, including without limitation any grantee in a conveyance of the Project Site through judicial process and, to the extent permitted by law, without expiration, until the expiration of the Covenant Period. Any future deed from the Developer conveying the Project Site, or a portion thereof, shall include the provisions in the preceding sentence. These covenants, however, shall run with the land during the Covenant Period and be binding whether or not this Agreement remains in effect or whether or not this provision is included in any succeeding agreement, deed or lease with the Developer or its successors or assigns or any future Owner. The Developer agrees to execute and deliver a Declaration of Restrictive Covenants in form reasonably satisfactory to the City for recording in the Cuyahoga County Fiscal Officer's office, evidencing the obligations of the Developer and its successors and assigns, and any future Owner having an interest in the Project Site, or a portion thereof, to make Service Payments.

It is further agreed that the covenants provided in Section 2.02 shall be binding on the Developer, or any successor or assign and any future Owner, only for that period that such person or entity has title to, an interest in, or possession or occupancy of the Project Site, or a portion thereof.

Section 2.06 Failure to Make Service Payments. Should Developer, or any successor or assign or any future Owner fail to make any payment required hereunder, such Developer, successors or assigns or future Owner shall pay, in addition to the Service Payments it is required to pay hereunder, (i) a penalty that will bear interest at the then-current rate established under Ohio Revised Code Section 323.121(B)(1) and 5703.47, as may hereinafter be amended or succeeded and (ii) such amount as is required to reimburse the City for any and all reasonable and actually incurred costs, expenses and amounts (including reasonable attorneys' fees) required by the City to enforce provisions of this Agreement against Developer, or any successor or assign and any future Owner.

**Article III**  
**Plans and Specifications - Reviews, Approvals and Permits**

The Developer shall submit to the applicable Review & Approval Bodies for review and approval its plans, drawings, and other materials in connection with the Improvements (the "Plans and Specifications"). The City's review shall be consistent with the applicable City zoning, building and related code requirements and approvals for purposes of this Article III, including but not limited to the City's Review & Approval Bodies and City Council. The Plans and Specifications shall include, but not be limited, to a site plan, building layout, elevations of structures, parking, landscaping, signage, and any other planning materials that reasonably are required by the City's Review & Approval Bodies. The Developer shall submit the Plans and Specifications to the City's Planning Commission within thirty (30) days of the Effective Date of this Agreement.

The Developer shall prepare the necessary construction drawings and specifications for the purpose of obtaining demolition, building and construction permits for the Improvements from the City's Building Department and other applicable permitting bodies for the Improvements.

**Article IV**  
**Covenants and Obligations of the Developer and Owner; Representations of City and Developer**

Section 4.01 Preparation and Filing of Notice of the TIF Exemption. The Developer shall cause notice to be recorded and prepared in accordance with the provisions of Section 5709.911(C)(1) of the Ohio Revised Code, at the office of the Cuyahoga County Fiscal Officer.

Section 4.02 Enforceability of Obligations Against Developer and an Owner. The obligation to perform and observe the agreements contained herein on the part of the Developer, or any successor or assign and any future Owner, shall be binding and enforceable by the City against the Developer, or any successor or assign and any future Owner with respect to (and only to) such person or entity's interest in its portion of the Project Site, or any parts thereof or any interest therein. In the event Developer, or any successor or assign and any future Owner no longer holds any real property interest in the Project Site, such Developer, successor or assign or future Owner shall have no further obligation hereunder.

Section 4.03 Binding Nature of Obligations.

(a) Subject to Section 4.02, the duty to perform the obligations of this Agreement shall be binding and enforceable against the Developer, or any successor or assign and any future Owner by the City.

(b) The obligations of the Developer, or any successor or assign and any future Owner shall not be terminated for any cause including, without limiting the scope of the foregoing, but by way of example, delay in completion of or failure to complete the Improvements; any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Improvements; commercial frustration of purpose; any change in the constitution, tax or other laws or judicial decisions or administrative rulings or of administrative

actions by or under the authority of the United States of America or of the State or any political subdivision thereof. Except as otherwise expressly provided for herein, nothing contained in this Agreement shall be construed to release the Developer, or any successor or assign and any future Owner from the performance of any of its agreements or obligations contained in this Agreement.

Section 4.04 Payment of Taxes. The Developer, or any successor or assign and any future Owner shall pay or cause to be paid, as the same become due, all taxes, assessments, whether general or special, and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against, or with respect to, the property of the Developer, or any successor or assign and any future Owner which is part of the Project Site or any personal property or fixtures of the Developer, or any successor or assign and any future Owner installed or brought therein or thereon (including, without limiting the generality of the foregoing, but by way of example, any taxes levied against the Developer, or any successor or assign and any future Owner with respect to the Improvements, receipts, income or profits from the operations of the Developer, or any successor or assign and any future Owner at the Project, which, if not paid, may become or be made a lien on all or a portion of the Project Site) and all utility and other charges incurred by the Developer, or any successor or assign and any future Owner in the operation, maintenance, use, occupancy and upkeep of that portion of the Project Site held by the Developer, or any successor or assign and any future Owner.

Section 4.05 City's Representations.

The City represents, warrants and covenants to the Developer that as of the Effective Date:

(a) That the City is a municipal corporation duly organized and validly existing under the laws of the State of Ohio, and the City has all necessary power and authority to enter into and perform the City's obligations under this Agreement.

(b) That the City has taken all actions required to be taken under the laws of the State of Ohio and under the City's governing documents to approve or authorize the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement.

Section 4.06 Developer's Representations.

The Developer represents warrants and covenants to the City as of the Effective Date:

(a) That the Developer is duly organized and validly existing as a limited liability company under the laws of the State of Ohio and is in good standing under the laws of the State of Ohio.

(b) That this Agreement has been duly executed, authorized and delivered by the Developer to take action and is a valid and binding obligation of the Developer, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency, reorganization, moratorium, or similar laws in effect from time to time affecting the enforcement of creditors' rights generally and to the extent the same may be subject to the exercise of judicial discretion in accordance with general principles of equity.



(c) That this Agreement and the consummation of these transactions are valid and binding upon the Developer and do not constitute a default (or an event which with notice and passage of time or both will constitute default) under its Operating Agreement or any contract to which the Developer is a party or by which it is bound.

(d) That the construction of the Improvements will be performed in a professional manner and in accordance with commercially reasonable standards.

(e) That the Developer has obtained sufficient financing for completing construction of the Improvements.

## **Article V Indemnification**

Section 5.01 General Indemnification. In addition to the obligations of the Developer, as set forth in this Agreement, the Developer shall indemnify, defend and hold harmless the City and its agents, employees and public officials from and against any and all suits, claims, damages, losses, costs or expenses (including reasonable attorneys' fees and expert witness fees) arising out of, or resulting from (i) the construction of the Improvements, (ii) claims, suits or actions of every kind and description when such suits or actions are caused by negligent, willful and/or wanton acts, and/or errors or omissions of Developer, its officer, employees, consultants, subconsultants, and/or subcontractors; (iii) injury or damages received or sustained by any party because of the negligent willful and/or wanton acts, and/or errors or omissions of Developer, its officers, employees, consultants, subconsultants, and/or subcontractors; and (iv) the Developer, or any successor or assign and any future Owner failure to make full or timely Service Payments.

Section 5.02 Environmental Indemnification. Developer hereby agrees to indemnify, defend, and hold harmless the City and the respective commissioners, officers, agents, attorneys and employees of the City (hereinafter referred to individually as an "Indemnitee" and collectively, as the "Indemnitees"), and each of them, from and against any and all claims and losses incurred by Indemnitees related to the construction of the Improvements, including but not limited to Environmental Losses (as hereinafter defined). Developer shall pay when due any judgments or claims for damages, penalties or otherwise against Indemnitees, and shall assume the burden and expense of defending all suits, administrative proceedings, mediations, arbitrations and resolutions of any disputes with all persons, political subdivisions or government agencies arising out of the occurrences set forth in this Indemnity. In the event that such payment is not made, Indemnitees, at their sole discretion, may proceed to file suit against Developer to compel such payment.

As used herein, the following terms shall have the following meanings:

"Environmental Laws" means all present and future federal, state or local laws, statutes, ordinances, rules, regulations, codes, orders judgments, decrees and other requirements of governmental authorities relating to the environment (including, without limitation, soil, surface waters, ground water, surface or subsurface strata and ambient or indoor air), human health or to any Hazardous Material or Hazardous Material Activity, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C.

Section 9601, et seq., as now or hereinafter amended; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., as now or hereafter amended; the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101, et seq., as now or hereafter amended; the Clean Water Act, 33 U.S.C. Section 1251, et seq., as now or hereafter amended; the Clean Air Act, 42 U.S.C. Section 7401, et seq., as now or hereafter amended; the Toxic Substances Control Act, 15 U.S.C. Section 2601, et seq., as now or hereafter amended; the Safe Drinking Water Act, 42 U.S.C. Section 300f, et seq., as now or hereafter amended; and any similar State and local laws and ordinances and the regulations now or hereafter adopted, published and/or promulgated pursuant thereto.

The term "Environmental Losses" shall mean any and all losses, liabilities, damages, demands, claims, actions, judgments, causes of action, defects in title, assessments, penalties, costs and expenses (including, without limitation, the reasonable fees and disbursements of outside legal counsel, accountants and environmental contractors or consultants and the reasonable charges of in-house legal counsel and accountants), and all foreseeable and unforeseeable damages, suffered or incurred, by any Indemnitee, arising out of or as a result of: (a) any Hazardous Material Activity (as hereinafter defined), whether such activity occurred on, before or after the Developer acquired the Project Site; (b) any actual or alleged violation of any applicable Environmental Laws (as hereinafter defined) relating to the Project Site or to the ownership, use, occupancy or operation thereof, whether such violation occurred on, before or after the Developer acquired the Project Site; (c) any investigation, inquiry, order (whether voluntary or involuntary), hearing, legal or administrative action or other proceeding by or before any governmental agency in connection with any Hazardous Material Activity, or allegation thereof, whether such activity occurred or was alleged to have occurred on, before or after the Developer acquired the Project Site; or (d) any claim, demand, notice, request for information, cause of action, summons, or any action or other proceeding, whether meritorious or not, brought or asserted against any Indemnitee, which directly or indirectly relates to, arises from or is based on any of the matters described in clauses (a), (b) or (c) above, or any allegation of any such matters.

"Hazardous Material Activity" means any act, occurrence or omission related to any actual, proposed or threatened storage, holding, existence, use, release, migration, emission, discharge, generation, processing, abatement, removal, repair, cleanup or detoxification, disposition, handling, management, treatment or transportation of any Hazardous Material (as defined herein) from, under, into or on the Project Site or the surrounding property, or any other activity, occurrence or omission that causes or would cause such event to exist.

## **Article VI**

### **Events of Default**

The following events are "Events of Default" under this Agreement:

#### Section 6.01 Events of Default.

(a) The failure of Developer, or any successor or assign or any future Owner (i) to pay, no later than the fifth (5<sup>th</sup>) calendar day following its due date, any Service Payment, or installment thereof due by Developer, or any successor or assign or any future Owner, including

any applicable late payment charges; or (ii) to perform any covenant made by it or any of the requirements imposed on it set forth herein within thirty (30) days after Developer's receipt of notice of such failure by the City.

(b) The Developer fails to materially comply with any term, provision, or covenant of this Agreement, and the Developer fails, within thirty (30) days after written demand from the City, to remedy the default, including, without limitation, timely completion of construction of the Improvements subject to the provisions of Article VIII herein.

(c) Prior to the completion of the Improvements, the Developer (1) is adjudged insolvent, (2) admits in writing its inability to pay its debts generally as they become due, (3) makes a fraudulent transfer, or (4) makes an assignment for the benefit of creditors.

(d) Prior to the completion of the Improvements, the Developer (1) files a petition under any section or chapter of the federal bankruptcy laws, as amended, or under any similar law or statute of the United States or any state thereof, or (2) is adjudged bankrupt or insolvent in proceedings filed against the Developer under those laws or statutes.

(e) Prior to the completion of the Improvements, a receiver or trustee is appointed for all or substantially all of the assets of the Developer, which receiver is not discharged within ninety (90) days after the appointment.

Section 6.02 Events of Default by the City. The City fails to materially comply with any term, provision, or covenant of this Agreement, and the City fails, within thirty (30) days after written demand from the Developer, to remedy the default.

## **Article VII Remedies**

Section 7.01 Generally. If any Event of Default occurs, the Developer, shall promptly (and in any event within thirty (30) days after receipt of the written notice, unless a different cure period is specified in the written notice), cure or remedy such Event of Default. In the event that an Event of Default for which there is not a specific cure period set forth in Article VII is of such nature that it cannot be cured or remedied within the applicable cure period, the Developer shall commence its actions to cure or remedy such default within the applicable cure period, and proceed diligently thereafter to cure or remedy said breach. In case such action is not taken or not diligently pursued, or the Event of Default is not cured or remedied within the required time, the City may:

(a) institute any proceedings that it deems reasonably necessary to recover damages suffered as the result of the default,

(b) institute any proceedings that it deems reasonably necessary to cure and remedy the default, including, but not limited to, proceedings against the Developer in default to compel specific performance of its obligations, or

(c) take any other action that it deems reasonably necessary to cure the default at law or in equity.

Section 7.02 Enforcement; Foreclosure of Lien. The provisions of this Agreement with respect to the obligations of a Developer, or any successor or assign or any Owner may be enforced to the fullest extent permitted by law, by the City. It is the intention of the Developer that this Agreement and the covenants contained herein shall be specifically enforceable by the City, in law or in equity. It is the further intention and agreement of the Developer that this Agreement shall constitute and be deemed a lien encumbering and running with the Project Site to secure the obligation of the Developer, or any successor or assign or any future Owner to make Service Payments, and, if applicable, to pay interest and penalties described in this Agreement, intended to have same lien rights as real estate taxes and the same priority in accordance with Section 323.11 and 5709.91 of the Ohio Revised Code ("O.R.C."). In furtherance of the foregoing, it is the intention of the Developer, or any successor or assign and any future Owner that the City, upon the occurrence of an event of default set forth in Section 6.01 hereof, and without limiting any other right or remedy otherwise available to the City, take all such steps as may be legally available to it to foreclose upon such lien pursuant to the procedures and requirements of Ohio law relating to either mortgage liens or delinquent real estate taxes; provided, however, that nothing contained in this Agreement shall be deemed to authorize the acceleration of Service Payments due in future years. The provisions of this Section 7.02 shall encumber and run with the Project Site.

Section 7.03 Other Rights and Remedies of City; No Waiver by Delay. If an Event of Default remains uncured beyond the applicable cure period, if any, the City will have the right to institute any other actions or proceedings that it deems desirable for effectuating the purposes of this Article, including but not limited to the right to complete construction of the Public Improvements and collect and retain the Service Payments, to pay the costs of construction of the Public Improvements.

Any delay by the City in asserting its rights under this Agreement shall not operate as a waiver of those rights by the City or to deprive the City of or limit those rights in any way. It is the intention of the parties that the City shall not be constrained, so as to avoid the risk of being deprived or limited in the exercise of the remedies provided in this Agreement because of concepts of waiver, laches, or otherwise. The City may exercise any remedy at a time when it may still hope to resolve the problems created by an Event of Default. No waiver in fact made by the City with respect to any specific default by the Developer or the Owner under this Agreement may be considered or treated as a waiver of the rights of the City with respect to any other defaults by the other party under this Agreement, or with respect to the particular default except to the extent specifically waived in writing.

Section 7.04 LIMITATION ON LIABILITY. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR ANY DAMAGES FOR LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, REVENUE OR OPPORTUNITY, CLAIMS OF THIRD PARTIES, OR FOR ANY OTHER SPECIAL, EXEMPLARY, INCIDENTAL, INDIRECT, PUNITIVE, CONSEQUENTIAL OR OTHER DAMAGES OF ANY KIND OR NATURE; provided, however, that nothing contained in this paragraph shall limit Developer's liability for claims of third parties (whether for property damage or personal injury) arising out of the construction and installation of the Public Improvements.



## **Article VIII Force Majeure**

Except as otherwise provided, neither the City nor the Developer will be considered in default of its obligations under this Agreement, if a delay in performance is due to a Force Majeure Event, to the extent such delay materially affects the performance of such party. As used herein in "Force Majeure Event" means acts of God; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies, political subdivisions or officials, or any civil or military authority; strikes; labor disputes; insurrections, civil disturbances; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; storms; droughts; other weather conditions; floods; arrests; restraint of government and people; explosions; breakage, malfunction or accident to facilities, machinery, transmission pipes or canals; partial or entire failure of utilities; and unavailability of labor or materials due to the occurrence of any of the foregoing events.

It is the intent of the parties that in the event of the occurrence of any Force Majeure Event, the time or times for performance shall be extended for the period of such Force Majeure Event. However, the parties seeking the benefit of the provisions of this Article VIII must within five (5) days after the beginning of the force majeure event, notify the other party in writing of the cause and, if possible at the time of notice, the expected duration of the delay caused by the force majeure event.

## **Article IX Further Assurances; Full Disclosure; Good Faith and Fair Dealing**

The City and the Developer agree to execute such other and further documents as may be necessary or required to consummate or more fully confirm the transactions contemplated hereby. No representation or warranty of any party contained herein contains any untrue statement of any material fact as of the time such representation or warranty is made and, to the knowledge of each party, no such representation or warranty omits or will omit to state a material fact necessary in order to make the representations and warranties contained herein or therein not misleading. From and after the date hereof, the City and the Developer agree to cooperate with one another in good faith, and to deal fairly with one another, so as to effect the consummation of the transactions contemplated hereby, and to resolve unforeseen conditions arising subsequent to the execution of this Agreement.

## **Article X Temporary Easement for Construction/Dedication or Other Interest in Certain Public Improvements**

Section 10.01 Temporary Easement for Construction and Demolition. Developer grants to the City and its construction agents, for the benefit of the City and its agents, a non-exclusive temporary easement upon, across, over, through and above, including light and air, over the Project Site, for the demolition, remediation, construction, re-construction, use, and operation of the Public Improvements.

Section 10.02 Dedication of Public Improvements. Developer hereby acknowledges and agrees that those Public Improvements within the public right-of-way or where otherwise required by the City, shall be dedicated to the City pursuant to Chapter 1228 of the City's Planning and Zoning Code, subject to the approval and acceptance of the City.

After completion of construction of those Public Improvements which are dedicated to the City, the City shall have the right to make modifications, alterations, replacements or additions to such Public Improvements, at the City's sole cost and expense.

Section 10.03 Permanent Easement for Access to Public Improvements. Developer hereby acknowledges and grants to the City and its construction agents, for the benefit of the City and its agents, a non-exclusive permanent easement upon, across, over, through and above, including light and air, over the Project Site, for access to, the use, and operation, of the Public Improvements within the public right-of-way, as well as those within Developer's privately-owned property, to be evidenced by a separate Easement Agreement or multiple agreements to be recorded in the records of the Cuyahoga County Fiscal Office, and which will further provide for repair and maintenance of those Public Improvements within Developer's privately-owned property exclusively by the Developer and at Developer's sole cost.

## **Article XI Miscellaneous**

Section 11.01 Notices. Any notice or demand required or permitted to be given by or to either of the parties hereto and every alleged breach of a warranty or representation contained in this Agreement shall be made in writing and shall be deemed to have been given or delivered, as the case may be, when delivered by: (a) hand delivery; (b) express overnight delivery service; or (c) certified or registered mail, return receipt requested, and shall be deemed to have been delivered upon: (i) receipt, if hand delivered; (ii) the next business day, if delivered by express overnight delivery service; or (iii) the third business day following the day of deposit of such notice with the United States Postal Service, if sent by certified or registered mail, return receipt requested. Notices shall be provided to the parties and addresses (or facsimile numbers, as applicable) specified below:

If to City:                   City of Strongsville  
                                  16099 Foltz Parkway  
                                  Strongsville, Ohio 44149  
                                  Attention: Mayor Thomas Perciak

With a Copy to:           City of Strongsville  
                                  16099 Foltz Parkway  
                                  Strongsville, Ohio 44149  
                                  Attention: Law Director

If to Developer:           Cameron-Allie Development Group, LLC  
                                  13000 Darice Parkway  
                                  Strongsville, Ohio 44149  
                                  Attn: Real Estate Department

With a Copy to: Walter Haverfield LLP  
1301 E. Ninth Street, Suite 3500  
Cleveland, Ohio 44114  
Attn: Nick Catanzarite, Esq.

Each party may designate, by written notice, another person or address to whom any communication may be sent. Communications that are sent by messenger services shall be deemed sufficiently sent when delivered. Communications that are sent by overnight delivery service shall be deemed sufficiently sent on the first business day after the date on which such communications are delivered to such overnight delivery service. Communications that are mailed by United States certified or registered mail shall be deemed sufficiently sent on the third business day after the date on which such communications are deposited in the United States mail.

Section 11.02 Supplemental Forms. The parties agree that the following forms as identified and attached hereto, when properly executed, shall become part of the within Agreement:

- Equal Opportunity Requirements
- Declaration and Representation (O.R.C. §9.24)
- Certification and Representation (O.R.C. §3517.13, as amended)

Section 11.03 Powers of the City. Nothing contained in this Agreement shall be considered to diminish the governmental or police powers of the City, including, but not limited to, the City's authority to enter into a similar agreements with any other entity.

Section 11.04 No City Expenditures. Nothing contained in this Agreement shall be construed to require the City to expend municipal funds in connection the performance of this Agreement.

Section 11.05 Non-Discrimination. Developer agrees to comply with all applicable federal, state, county and local laws regarding nondiscrimination, and specifically agrees not to discriminate against any employee or applicant for employment because of race, color, religion, age, creed, gender, national origin, or disability.

Section 11.06 Non-Waiver. Neither the waiver by either party to this Agreement of any breach of any agreement, condition or provision of this Agreement, nor the failure of either party to seek redress for violation of, or to insist upon strict performance of any agreement, condition or provision, shall be considered to be a waiver of the agreement, condition or provision or of any subsequent breach of any agreement, condition or provision. No provision of this Agreement may be waived except by written agreement of the party to be charged.

Section 11.07 Paragraph Headings. The paragraph headings contained herein are merely for convenience and reference, and are not intended to be a part of this Agreement, or in any matter to limit or describe the scope or intent of this Agreement or the particular paragraphs to which they refer.

Section 11.08 Legal Relationship of Parties. It is expressly understood and agreed that during the term of this Agreement, Developer shall be engaged solely as an independent contractor, and shall have no right to control City's officials, employees, agents, contractors, or representatives. It is further expressly understood that Developer's officers, employees, agents, contractors, and representatives are acting solely and exclusively under the direction and control of Developer. Nothing in this Agreement shall be deemed to create or establish a relationship of employment, agency, or representation between the City and Developer, its officers, employees, agents, contractors or representatives; and Developer shall have no authority whether express, implied, apparent or otherwise to bind or obligate the City in terms of any third parties.

Section 11.09 No Partnership. Nothing contained herein shall make, or be deemed to make, the City and Developer a partner of one another, and this Agreement shall not be construed as creating a partnership between the parties.

Section 11.10 Compliance with Certain State Laws. Developer is in compliance with and shall abide by the reporting provisions of O.R.C. Sections 9.23-9.239 regarding reporting obligations with respect to the State Auditor; and also with respect to the amended requirements of O.R.C. Section 3517.13 regarding limitations and restrictions on contributions to the campaign committees of certain City officials.

Section 11.11 Singular and Plural. Wherever the context shall so require, the singular shall include the plural and the plural shall include the singular.

Section 11.12 Binding Effect and Successors and Assigns. This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the City and the Developer respectively and their respective partners, successors, permitted assigns and legal representatives.

Section 11.13 Assignments and Transfers. During the development and construction of the Improvements, the Developer shall not make any assignments or transfers of the Developer's interest in the Project Site or this Agreement, without the prior written consent of the City, in accordance with procedures required by law; provided, however, no prior consent shall be required for Developer's transfer of the Mitchell's Parcel.

Section 11.14 Governing Law. This Agreement shall be governed by the laws of the State of Ohio. All disputes arising under this Agreement shall be litigated in the Cuyahoga County Court of Common Pleas or the Federal Court for the Northern District of Ohio and the parties consent to submit themselves to the jurisdiction and venue of that court.

Section 11.15 Severability. If any provision of this Agreement is for any reason held to be illegal or invalid, it shall not affect any other provision of this Agreement.

Section 11.16 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one and the same instrument.



Section 11.17 Amendments. This Agreement shall not be amended, supplemented or modified except by an instrument in writing executed by the City and the Developer and authorized by City Council when required by law.

[THE BALANCE OF THIS PAGE IS INTENTIONALLY BLANK.]

[SIGNATURE PAGES IMMEDIATELY TO FOLLOW]

IN WITNESS WHEREOF, the City and the Developer have caused this Agreement to be executed by their duly authorized officers as of the Effective Date.

“City”

CITY OF STRONGSVILLE

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

“Developer”

CAMERON-ALLIE DEVELOPMENT GROUP, LLC,  
an Ohio limited liability company

By: Francis Development LLC,  
its Manager

By: \_\_\_\_\_  
Mike Catanzarite, Manager

**CERTIFICATION OF LAW DIRECTOR**

I hereby certify that I have reviewed and approved the form of the foregoing Agreement this \_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Kenneth A. Kraus, Law Director

**CERTIFICATION OF FUNDS**

I, Joseph K. Dubovec, Director of Finance of the City of Strongsville, Ohio, hereby certify that the money to meet this Agreement will be appropriated bi-annually from the Westwood Commons Public Improvement Tax Increment Financing ("TIF") Fund and is in the process of collection from said fund and is free from prior encumbrance.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Joseph K. Dubovec,  
Director of Finance

EXHIBIT A

LEGAL DESCRIPTION OF THE PROJECT SITE

PPN: 396-10-003  
396-10-004  
396-10-005  
396-10-011  
396-10-001  
396-10-002  
396-10-016

Westwood Commons  
Cameron-Allie Parcels  
DGB 4359-1

July, 2015

Parcel 1:

Situated in the City of Strongsville, County of Cuyahoga, and State of Ohio, and known as being Consolidated Parcel "C" as shown by the recorded plat in Volume 380, Page 64 of Cuyahoga County Map Records of part of Original Strongsville Township Lot 55, and bounded and described as follows:

Beginning at an iron pin monument found in the centerline of Pearl Road (U.S. 42), variable width, at its intersection with the centerline of Westwood Drive (West);

Thence North 00 degrees 28 minutes 05 seconds West along the centerline of Pearl Road, 5.47 feet to its intersection with the centerline of Westwood Drive (East), 60 feet wide;

Thence South 88 degrees 29 minutes 59 seconds East along the centerline of Westwood Drive (East), 271.79 feet to its intersection with the southerly prolongation of the easterly line of Consolidated Parcel "B1" as shown by the recorded plat in Volume 379, Page 59 of Cuyahoga County Map Records, being also the easterly line of deed parcel 3 of land conveyed to Cameron-Allie Development Group, LLC by deed recorded as A.F.N. 201412290675 of Cuyahoga County Records;

Thence North 02 degrees 19 minutes 41 seconds East, 30.00 feet to its intersection with the northerly line of Westwood Drive (East), and the principal place of beginning of the parcel herein described, and from which point a 1" iron pipe found bears North 02 degrees 19 minutes 41 seconds East, 0.27 feet;

Thence North 88 degrees 29 minutes 59 seconds West along the northerly line of Westwood Drive (East), 46.01 feet to an iron pin set at its intersection with the westerly line of said so conveyed;

\

Westwood Commons  
Cameron-Allie Parcels  
DGB 4359-1

Thence North 02 degrees 19 minutes 41 seconds East along said westerly line of Consolidated Parcel "B1", 155.64 feet to an iron pin set at its intersection with a southerly line of said Consolidated Parcel "B1";

Thence North 87 degrees 40 minutes 19 seconds West, 66.83 feet to the northeasterly corner of a parcel of land conveyed to Justice Enterprises, LLC by deed recorded as A.F.N. 201212240119 of Cuyahoga County Records, and from which point a capped iron pin found (H&A LTD) bears South 76 degrees 35 minutes 31 seconds East, 0.05 feet;

Thence North 87 degrees 53 minutes 57 seconds West along the northerly line of said land conveyed to Justice Enterprises, LLC, 114.21 feet to its intersection with the easterly line of

Pearl Road, variable width, and from which point a capped iron pin found (H&A LTD) bears South 87 degrees 53 minutes 57 seconds East, 0.04 feet;

Thence North 06 degrees 04 minutes 52 seconds West along the easterly line of Pearl Road, 62.79 feet to an iron pin set at its intersection with the northerly line of deed parcel 2 of land conveyed to Cameron-Allie Development Group, LLC, by deed recorded as A.F.N. 201501050348 of Cuyahoga County Records;

Thence North 08 degrees 25 minutes 00 seconds West along the easterly line of Pearl Road, 75.38 feet to its intersection with the northerly line of deed parcel 1 of land conveyed to Cameron-Allie Development Group, LLC, by deed recorded as A.F.N. 2015010348 of Cuyahoga County Records, and from which point a nail found bears South 81 degrees 35 minutes 00 seconds West, 0.08 feet;

Thence North 10 degrees 23 minutes 56 seconds West along the easterly line of Pearl Road, 77.97 feet to an iron pin set at its intersection with the southerly line of a parcel of land conveyed to Pearl 66 Phase II LLC by deed recorded as A.F.N. 200004210807 of Cuyahoga County Records;

Thence North 79 degrees 57 minutes 07 seconds East along said southerly line of land conveyed to Pearl 66 Phase II LLC, 273.46 feet to an iron pin set at its intersection with the westerly line of a parcel of land conveyed to Strongsville Senior Associates Limited Partnership by deed recorded as A.F.N. 200310280195 of Cuyahoga County Records;

Thence South 02 degrees 19 minutes 41 seconds West along the westerly line of said land conveyed to Strongsville Senior Associates Limited Partnership and said easterly line of Consolidated Parcel "B1", 417.00 feet to the principal place of beginning and containing 65,491 square feet or 1.5035 acres of land according to the survey by Donald G. Bohning & Associates, Inc. dated January, 2015.

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



Westwood Commons  
Cameron-Allie Parcels  
DGB 4359-1

Parcel 2:

Situated in the City of Strongsville, County of Cuyahoga, and State of Ohio, and known as being part of Original Strongsville Township Lot 55, and bounded and described as follows:

Beginning at an iron pin monument found in the centerline of Pearl Road (U.S. 42), variable width, at its intersection with the centerline of Westwood Drive (West);

Thence North 00 degrees 28 minutes 05 seconds West along the centerline of Pearl Road, 223.37 feet to an iron pin monument found at a point of intersection;

Thence North 8 degrees 22 minutes 31 seconds West along the centerline of Pearl Road, 168.80 feet to its intersection with the westerly prolongation of the northerly line of Consolidated Parcel "C" as shown by the recorded plat in Volume 380, Page 64 of Cuyahoga County Map Records;

Thence North 79 degrees 57 minutes 07 seconds East along the westerly prolongation of the northerly line of said Consolidated Parcel "C", 47.46 feet to an iron pin found (D.G. Bohning Assoc.) at its intersection with the easterly line of Pearl Road and the principal place of beginning of the parcel herein described;

Thence North 10 degrees 31 minutes 30 seconds West along the easterly line of Pearl Road, 36.26 feet to an iron pin set at an angle point, therein;

Thence North 6 degrees 38 minutes 35 seconds West along the easterly line of Pearl Road, 29.77 feet to an iron pin set at an angle point, therein;

Thence North 8 degrees 22 minutes 31 seconds West along the easterly line of Pearl Road, 98.38 feet to its intersection with the southerly line of a parcel of land conveyed to Strongsville Historical Society by deed recorded in Volume 92-7963, Page 15 of the Official Records of Cuyahoga County, and from which point an iron pin set bears South 79 degrees 57 minutes 07 seconds West, 1.00 feet;

Thence North 79 degrees 57 minutes 07 seconds East along the southerly line of said land conveyed to Strongsville Historical Society, 184.29 feet to a drill hole found at an angle point, therein;

Thence North 8 degrees 18 minutes 03 seconds West along the southerly line of said land conveyed to Strongsville Historical Society, 20.48 feet to an iron pin found at an angle point, therein;

Thence North 78 degrees 34 minutes 58 seconds East along the southerly line of said land conveyed to Strongsville Historical Society, 125.44 feet to an iron pin set at its intersection with the westerly line of a parcel of land conveyed to Strongsville Senior Associates Limited Partnership by deed recorded as A.F.N. 200310280195 of Cuyahoga County Records;

Westwood Commons  
Cameron-Allie Parcels  
DGB 4359-1

Thence South 02 degrees 19 minutes 41 seconds West along the westerly line of said land conveyed to Strongsville Senior Associates Limited Partnership, 192.25 feet to an iron pin found (D.G. Bohning Assoc.) at its intersection with the northerly line of said Consolidated Parcel "C";

Thence South 79 degrees 57 minutes 07 seconds West along the northerly line of said Consolidated Parcel "C", 273.46 feet to the principal place of beginning and containing 50,298 square feet or 1.1547 acres of land according to the survey by Donald G. Bohning & Associates, Inc. dated July, 2015.

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



**DONALD G. BOHNING & ASSOCIATES, INC.**  
CIVIL ENGINEERING & SURVEYING  
7878 HUB PARKWAY • VALLEY VIEW, OHIO 44125 • (216) 842-1130  
FAX • (216) 842-1132

P.P.N. 396-10-002  
DGB 4359-1

July, 2015

LEGAL DESCRIPTION

Situated in the City of Strongsville, County of Cuyahoga, and State of Ohio, and known as being part of Original Strongsville Township Lot 55, and bounded and described as follows:

Beginning at an iron pin monument found in the centerline of Pearl Road (U.S. 42), variable width, at its intersection with the centerline of Westwood Drive (West);

Thence North 00 degrees 28 minutes 05 seconds West along the centerline of Pearl Road, 223.37 feet to an iron pin monument found at a point of intersection;

Thence North 8 degrees 22 minutes 31 seconds West along the centerline of Pearl Road, 168.80 feet to its intersection with the westerly prolongation of the northerly line of Consolidated Parcel "C" as shown by the recorded plat in Volume 380, Page 64 of Cuyahoga County Map Records

Thence North 79 degrees 57 minutes 07 seconds East along the westerly prolongation of the northerly line of said Consolidated Parcel "C", 47.46 feet to an iron pin found (D.G. Bohning Assoc.) at its intersection with the easterly line of Pearl Road and the principal place of beginning of the parcel herein described;

Thence North 10 degrees 31 minutes 30 seconds West along the easterly line of Pearl Road, 36.26 feet to an iron pin set at an angle point, therein;

Thence North 6 degrees 38 minutes 35 seconds West along the easterly line of Pearl Road, 29.77 feet to an iron pin set at an angle point, therein;

Thence North 8 degrees 22 minutes 31 seconds West along the easterly line of Pearl Road, 98.38 feet to its intersection with the southerly line of a parcel of land conveyed to Strongsville Historical Society by deed recorded in Volume 92-7963, Page 15 of the Official Records of Cuyahoga County, and from which point an iron pin set bears South 79 degrees 57 minutes 07 seconds West, 1.00 feet;

Thence North 79 degrees 57 minutes 07 seconds East along the southerly line of said land conveyed to Strongsville Historical Society, 184.25 feet to a drill hole found at an angle point, therein;

Thence North 8 degrees 18 minutes 03 seconds West along the southerly line of said land conveyed to Strongsville Historical Society, 20.48 feet to an iron pin found at an angle point, therein;

Thence North 78 degrees 34 minutes 58 seconds East along the southerly line of said land conveyed to Strongsville Historical Society, 125.44 feet to an iron pin set at its intersection with



**DONALD G. BOHNING & ASSOCIATES, INC.**

CIVIL ENGINEERING & SURVEYING

7979 HUB PARKWAY • VALLEY VIEW, OHIO 44125 • (216) 642-1130  
FAX • (216) 642-1132

P.P.N. 396-10-002

DGB 4359-1

the westerly line of a parcel of land conveyed to Strongsville Senior Associates Limited Partnership by deed recorded as A.F.N. 200310280195 of Cuyahoga County Records;

Thence South 02 degrees 19 minutes 41 seconds West along the westerly line of said land conveyed to Strongsville Senior Associates Limited Partnership, 192.25 feet to an iron pin found (D.G. Bohning Assoc.) at its intersection with the northerly line of said Consolidated Parcel "C";

Thence South 79 degrees 57 minutes 07 seconds West along the northerly line of said Consolidated Parcel "C", 273.46 feet to the principal place of beginning and containing 50,298 square feet or 1.1547 acres of land according to the survey by Donald G. Bohning & Associates, Inc. dated July, 2015.

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

Michael A. Ackerman

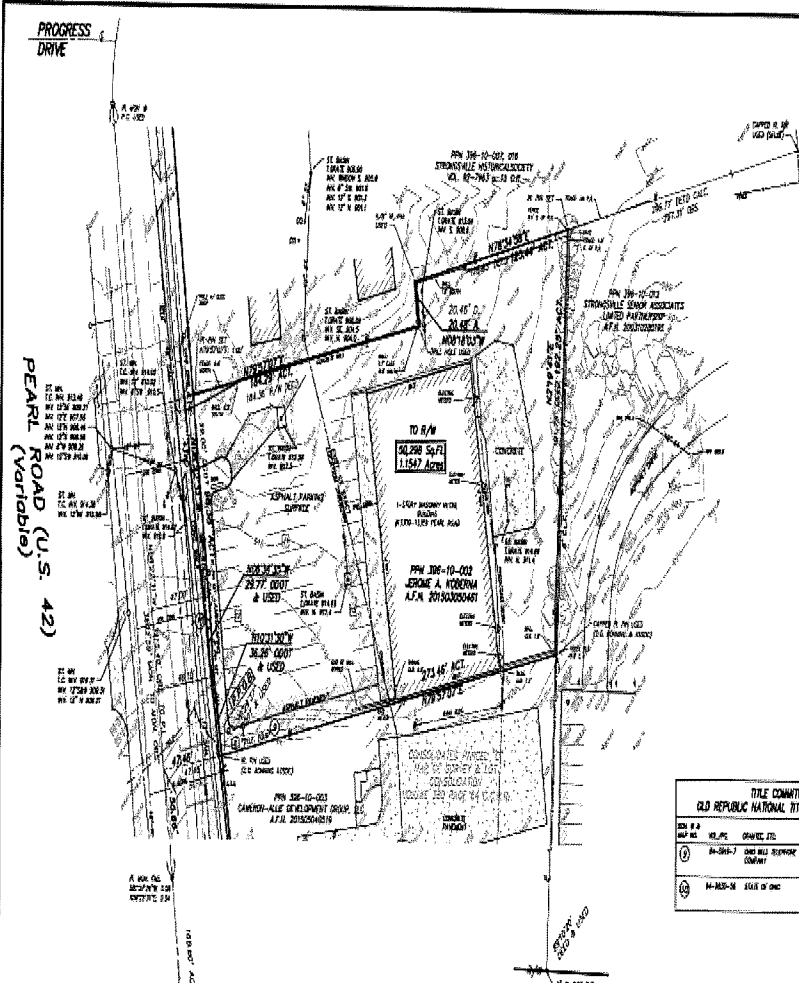
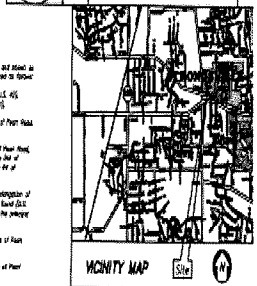
Registered Surveyor No. 8196

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EXHIBIT A-1

Table with columns: DATE, REVISIONS, BY.



TITLE COMMITMENT LEGAL DESCRIPTION
Should be the City of Strongsville, County of Cuyahoga and State of Ohio and County to being part of Original Strongsville Township Lot 55, and bounded and described as follows:

TITLE COMMITMENT REVIEW CHART table with columns: NO., AREA, ORIGIN, ETC.

TITLE COMMITMENT LEGAL DESCRIPTION

NESTWOOD DRIVE (EAST)

Table with coordinates and bearings: R=1837.02, S=7307.00, etc.

Should be the City of Strongsville, County of Cuyahoga and State of Ohio and County to being part of Original Strongsville Township Lot 55, and bounded and described as follows:
Beginning at an angle point in the center line of Pearl Road, North 89° 45' 00" West, 100.00 feet to a point 127.00 feet westerly there to a boundary line with the corner line of Pearl Road;

TABLE 'A' NOTES

- 1) SUBJECT LANDS ARE LOCATED IN FLOOD ZONE A-1 AREA...
2) SUBJECT PROPERTIES ARE LOCATED WITHIN A PLANNED DEVELOPMENT (PDS)...

THE CITY OF STRONGSVILLE SHOULD BE CONTACTED REGARDING ALL QUESTIONS OF INTERESTS, ZONING COMPLIANCE, ETC.
2) THERE ARE CURRENTLY NO REGULAR PARKING SPACES AND 0 HANDICAPPED PARKING SPACES ON SUBJECT PARCELS.

LEGGEND table with symbols and descriptions: ROAD CENTER LINE, PROPERTY LINE, EASEMENT LINE, etc.

SURVEY REFERENCES:
COUNTY AND DEPARTMENT OF TRANSPORTATION REGIONAL ROAD (STATE ROUTE 62) ROUTE-OF-WAY PLANS PROJECT #33-42-100 PLS. 27, 36

- NOTES:
1. THE PDS PLAN INDICATES A/B DIVERGED BY LONG LENGTH WITH INTERSECTION 'X' BEHAVING AS USUAL.

SURVEY REQUIREMENT NOTES:
DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF; DIMENSIONS ARE REFERRED TO BY ASSIGNED WORDS AND ARE USED TO MEASURE ANGLES ONLY.

THE PROPERTIES REFERRED TO ON THIS SURVEY ARE THE SAME PARCELS DESCRIBED IN COMPARABLE 'A' OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY'S TITLE COMMITMENT NOS. 1754-004, DATED JUNE 8, 2015.

MAP OF ALTA/ACSM LAND TITLE SURVEY MADE FOR AND AT THE INSTANCE OF CAMERON-ALLEE DEVELOPMENT GROUP, LLC; OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY; AND AERONE TITLE AGENCY, INC.

BEING PART OF ORIGINAL STRONGSVILLE TOWNSHIP LOT 55 NOW IN THE CITY OF STRONGSVILLE, CUYAHOGA COUNTY, OHIO.

Professional stamps and signatures including Donald E. Bohning and Associates, Inc.



## DEVELOPER IMPROVEMENTS

Cameron-Allie Development Group LLC proposes revitalizing the downtown area of Strongsville by developing a project known as "Westwood Commons" on the northeastern corner of Pearl Road and Westwood Drive. The project involves constructing a new shopping center totaling approximately 11,000 square feet, remodeling and re-purposing an existing shopping center totaling approximately 12,000 square feet, and selling a 0.25 acre parcel of the project site to an end user who will construct a 2,750 square foot ice cream shop.

All of the above referenced improvements will require extensive upgrades to the existing infrastructure on the property, which are very old and inadequate to service the new improvements. Developer intends to install new utility connections and an underground storm water management system to not only service the new improvements but also assist with storm water runoff from the adjacent city owned property, which runs downhill to the project site.

The property associated with the Project has long been an eye sore for the City and severely under-utilized given its proximity to the center of town. The existing conditions of the property are a combination of vacant land, a blighted commercial building and an existing shopping center that requires extensive renovation. The Developer intends to demolish the blighted building, construct the new shopping center on the vacant land, and perform said renovations to the existing building. Additionally, the end user of the ice cream parcel intends to construct a new ice cream store.

The architecture of the new shopping center and ice cream shop, and the renovations to the existing building, will feature materials and elements consistent and complementary to the City's "Town Center District", including but not limited to, red brick, masonry block, rendered Exterior Insulated Finish System (EIFS), fiber cement board and other similar materials. Landscape features will include patios, new concrete sidewalks, new parking lots, extensive landscaping and other streetscape improvements similar to those already seen in the City's commons area adjacent to the Project site.

When the Project is completed, the amenities surrounding the Project site (the City library, recreation center, baseball fields, the Commons, etc) will all be activated by the increased connectivity to each other, creating a synergy in the City's downtown district that has long been desired.

Developer expects to start construction in November 2015 and the anticipated duration of construction is approximately seven to nine months.



## EXHIBIT B-1

### DEVELOPER'S IMPROVEMENTS ON MITCHELL'S PROPERTIES

#### **DEMOLITION**

Seller will demolish and remove all existing improvements, including but not limited to all structures, building foundations, encroachments, asphalt, concrete, curbs, utilities, signs, trees/shrubs and underground storage tanks, if any.

#### **UTILITIES**

Seller will deliver the site with utilities AS-IS, per the survey prepared by Donald Bohning & Associates dated October 2014.

#### **WELL**

Seller will cap any existing well(s) at the Property per Buyer's engineer's specifications.

#### **CRITICAL DRIVEWAY**

Seller shall complete construction of the Critical Driveway and the Parking and Access Easement pursuant to the terms of the Agreement and the Declaration.

#### **EARTHWORK**

Seller will complete the following:

- Any fill on the Property shall be compacted to a minimum of 100% of the maximum dry soil density as defined by ASTM 1557. Soil reports and compaction testing shall be certified and signed by a licensed civil/geotechnical engineer prior to pad acceptance by Buyer.
- Final grade shall be to 1.0 foot (+/- 0.1 foot) below the finished elevations as defined by Buyer's approved grading plan. This must be certified by a licensed civil engineer prior to pad acceptance by Buyer.
- Any undocumented fill on Buyer's leased space shall be removed and recompact to minimum standards as defined by Buyer's soils report.
- Fill material shall be acceptable soil free of rock or gravel greater than 2" in any dimension. Backfill or fill locations shall be placed in 8" layers in loose depth for heavy equipment or 4" in loose depth for material compacted by hand-operated tampers.
- Soils must comply with ASTM D4829 and those soils with a UBC Expansion Index greater than 15 within the upper 2 feet of pad subgrade (soil grade) shall be removed and replaced with non-expansive material. Imported non-expansive fill should consist of a well graded, slightly cohesive, fine silty sand or sandy silt soil, with relatively impervious characteristics when compacted. This material should typically possess the following characteristics:

Percent Passing No. 200 Sieve	20 to 50
Plasticity Index	10 maximum
ASTM D4829 Expansion Index	15 maximum

- On-site soil will comply with ASTM D4829 and have a UBC Expansion Index between 15 and 50 may be utilized below 2 feet of soil grade.
- Seller shall provide path of travel for pedestrian from street-side sidewalk to Mitchell's pad. Location to be determined with Buyer's Architect/Civil Engineer or Seller's Architect/Civil Engineer.
- All certifications to be provided by Seller.

**PERMEABLE PAVERS** - Upon Buyer's request, Seller agrees to work with Buyer to modify the foregoing "earthwork" specifications to accommodate permeable pavers; provided, however, that it is understood and agreed that Buyer shall be responsible for any increase in the cost of the "earthwork" resulting from such modifications.

EXHIBIT C

PUBLIC IMPROVEMENTS

The Public Improvements consist of:

TIF Funding Estimates

Westwood

Commons I and II

As of July 13, 2015

<u>Category</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>	<u>Total</u>	<u>Notes</u>
<i>"Demolition and Environmental Remediation"</i>	Phase 1 Study	2	Ea	1785.00	\$3,570.00	\$3,570.00	
	Soil Testing	1	Ea	3560.00	\$3,560.00	\$3,560.00	
	Remove Existing Structures (backfill jads basement)	1	Ea	40000.00	\$40,000.00	\$40,000.00	
	Asbestos Abatement	1	Ea	15000.00	\$15,000.00	\$15,000.00	
	Engineered Removal & Fill of Existing Basements	2000	CY	20.00	\$40,000.00	\$40,000.00	
	Site Clearing	97574	SF	0.17	\$16,587.65	\$16,587.65	
	Tree Clearing	1	Ea	15000.00	\$15,000.00	\$15,000.00	
	Erosion Control	2	Acres	6750.00	\$13,500.00	\$13,500.00	
	Mass Excavation Cuts and Fills	4000	CY	6.00	\$24,000.00	\$24,000.00	



Strip and Stockpile Topsoil	903	CY	4.70	\$4,244.10	\$4,244.10
Disposal of Excess Material Off-Site	903	CY	8.40	\$7,585.20	\$7,585.20
<b>Subtotal</b>					<b>\$183,046.95</b>

***"water and sewer lines"  
"stormwater and flood  
remediation  
projects necessary for  
econ dev."***

Abandon Existing Water Connections	4		2000.00	\$8,000.00	\$8,000.00
Relocate Existing Utilities- CEI Poles	1		30000.00	\$30,000.00	\$30,000.00
Hydrants	1		5000.00	\$5,000.00	\$5,000.00
			175000.0		
Storm Water Retention	1		0	\$175,000.00	\$ 175,000.00
Storm Sewer System Drainage	550	LF	16.45	\$9,047.50	\$ 9,047.50
Underdrains	1		10000.00	\$10,000.00	\$10,000.00
Catch Basins, Inlets, Etc.	8	EACH	986.00	\$7,888.00	\$7,888.00
Bury overhead power lines				TBD	
<b>Subtotal</b>					<b>\$244,935.50</b>

***public roads and right of  
ways /  
easements***

Concrete Walks	12400	SF	7.50	\$93,000.00	\$93,000.00
			130000.0		
Landscaping / Fencing	1	LS	0	\$130,000.00	\$130,000.00
Lighting and Poles	8	EACH	3943.00	\$31,281.13	\$31,281.13
Asphalt / Concrete				\$250,000	\$250,000
<b>Subtotal</b>					<b>\$ 504,281.13</b>

**Overall Total**

**\$ 932,263.58**

The Public Improvements further include the construction of or improvements to any other public streets, utilities and public facilities in and around the Project Site or directly benefiting or serving the Project Site, including traffic signalization, sidewalks, streetscapes and water and sanitary sewer improvements .

EXHIBIT D  
CONSTRUCTION AGENCY AGREEMENT



## CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2015- \_\_\_\_

By: Mayor Perciak and All Members of Council

AN ORDINANCE DECLARING IMPROVEMENTS TO CERTAIN PARCELS OF REAL PROPERTY TO BE A PUBLIC PURPOSE, DESCRIBING THE PUBLIC IMPROVEMENTS TO BE MADE TO DIRECTLY BENEFIT SUCH PARCELS, REQUIRING THE OWNERS OF THE IMPROVEMENTS ON SUCH PARCELS TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES, ESTABLISHING WESTWOOD COMMONS PUBLIC IMPROVEMENT TAX INCREMENT FINANCING (TIF) FUND FOR THE DEPOSIT OF SUCH SERVICE PAYMENTS PURSUANT TO OHIO REVISED CODE SECTIONS 5709.40, 5709.42 AND 5709.43, AND DECLARING AN EMERGENCY.

WHEREAS, Ohio Revised Code Sections 5709.40, 5709.42 and 5709.43 (the "Act") provide that this Council may describe public improvements to be made which directly benefit certain parcels, declare Improvements (as defined in Ohio Revised Code Section 5709.40) with respect to such parcels of real property located in the City of Strongsville (the "City") to be a public purpose, thereby authorizing the exemption of those Improvements from real property taxation for a period of time, and provide for the making of service payments in lieu of taxes by the owner of such parcels, and establish a municipal public improvement tax increment fund into which such service payments shall be deposited; and

WHEREAS, Cameron-Allie Development Group, LLC, an Ohio limited liability company (the "Developer"), has agreed to improve and redevelop (i) the property located at or around the northeast corner of the intersection of Pearl Road and Westwood Drive in the City of Strongsville, Ohio and known as Permanent Parcel Numbers 396-10-003, 396-10-004, 396-10-005, 396-10-011, 396-10-016, and 396-10-001 (collectively, the "Vacant Land") in the records of the Cuyahoga County Fiscal Office, and (ii) the property known as Permanent Parcel Number 396-10-002 in the records of the Cuyahoga County Fiscal Office, which contains an existing building totaling approximately 12,500 square feet (the "Existing Building" and together with the Vacant Land, collectively, the "Project Site") and is more particularly described in the legal description attached hereto as Exhibit A. The Developer has agreed to improve the Project Site by (i) constructing an approximate 11,000 square foot retail shopping center on a portion of the Vacant Land, (ii) performing certain demolition, grading, and other related site work on permanent parcel number 396-10-016, and (iii) rehabilitating the Existing Building and performing site improvements to the parking areas of the Existing Building, all as further described on Exhibit B attached hereto (the "Project"); and

WHEREAS, in connection with the Project, this Council may cause construction of the necessary public infrastructure improvements which include demolition, relocation and installation of utilities and storm water retention, as well as certain streetscape, lighting and sidewalk improvements as further described in more detail on Exhibit C attached hereto (the "Public Infrastructure Improvements") to be made by Developer, that once made will directly benefit the Property, the City and its residents; and



WHEREAS, the Developer, shall pay for and cause the construction of the Public Infrastructure Improvements; and

WHEREAS, the City has determined that it is necessary and appropriate and in the best interests of the City to provide for service payments in lieu of taxes with respect to the Property pursuant to Section 5709.42 of the Ohio Revised Code (the "Service Payments") to pay certain expenses related to the Project and to reimburse the Developer for the costs of the construction of the Public Infrastructure Improvements; and

WHEREAS, the Strongsville City School District and Polaris Joint Vocational School District have been notified of this Ordinance consistent with Revised Code Section 5709.83; and

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

Section 1. That the Public Infrastructure Improvements described in Exhibit C hereto, if made or caused to be made by the City, are hereby designated as those Public Infrastructure Improvements that directly benefit, or that once made will directly benefit, the Property, and are determined to be necessary for the public health, safety and welfare of the City and its residents.

Section 2. That pursuant to and in accordance with the provisions of Ohio Revised Code Section 5709.40, and, in particular, Section 5709.40(B), this Council hereby finds and determines that 100% of the increase in the assessed value of the Property that would first appear on the tax list and duplicate of real property after the effective date of this Ordinance (which increase in assessed value is herein referred to as the "Improvement" or "Improvements" as defined in said Section 5709.40) is a public purpose, and 100% of said Improvement is hereby declared to be a public purpose for a period of 30 years and exempt from taxation commencing with the tax year following the year in which this Ordinance is passed and ending on the earlier of (1) the date the Improvements have been exempted from taxation for a period of 30 years or (2) the date on which the City has collected into the Fund established in Section 4 hereof a total amount of Service Payments available for and sufficient to pay the costs provided in Section 4 hereof; provided, however, that Service Payments shall be paid to the Strongsville City School District and the Polaris Joint Vocational School District in the amount of the taxes that would have been payable to both the Strongsville City School District and the Polaris Joint Vocational School District if the Improvements had not been exempted from taxation.

Section 3. That as provided in Section 5709.42 of the Revised Code, the owner or owners of the Improvements are hereby required to and shall pay the Service Payments to the County Treasurer on or before the final dates for payment of real property taxes, which Service Payments, together with any associated rollback payments, shall be deposited in the Municipal Public Improvement Tax Increment Financing Fund established in Section 4 hereof. In accordance with Ohio Revised Code Section 5709.42, the County Treasurer shall distribute a portion of the Service Payments directly to the Strongsville City School District and the Polaris Joint Vocational School District in an amount equal to the property tax payments the Strongsville

City School District and the Polaris Joint Vocational School District would each have received from the portion of the Improvements exempted from taxation, had such Improvements not been exempted from taxation. This Council hereby authorizes the Mayor, Director of Finance and Law Director, and other appropriate officers of the City, to provide such information and certifications, and execute and deliver or accept delivery of such instruments, as are necessary or incidental to collect those Service Payments, and to make such arrangements as are necessary and proper for payment of the Service Payments.

Section 4. That this Council hereby establishes pursuant to and in accordance with the provisions of Section 5709.43 of the Ohio Revised Code, the Westwood Commons Public Improvement Tax Increment Financing Fund (the "Fund"), into which shall be deposited all of the Service Payments and any associated rollback payments distributed to the City with respect to the Improvements on the Property by or on behalf of the County Treasurer, as provided in Section 5709.42 of the Ohio Revised Code, and hereby agrees that moneys in that fund shall be used for any or all of the following purposes:

- (i) to pay any and all planning, engineering, acquisition, construction, installation, financing costs, and any and all other direct and indirect costs of the Public Infrastructure Improvements, including expenses incurred by the City in connection with the Project (including the fees and expenses of special counsel to the City), and to reimburse the Developer or its successor or assign, for any monies used to pay costs of the Public Improvements, and
- (ii) after reimbursement to Developer for item (i) above, for the use by the City for other Public Infrastructure Improvements that benefit the Property.

The Fund shall remain in existence so long as the Service Payments are collected and used for the aforesaid purposes, after which said Fund shall be dissolved in accordance with said Section 5709.43.

Section 5. That pursuant to Section 5709.40 of the Ohio Revised Code, the Clerk of Council is hereby directed to deliver a copy of this Ordinance to the Director of the Development Services Agency of the State of Ohio within fifteen days after its passage. On or before March 31 of each year that the exemption set forth in Section 2 hereof remains in effect, the Mayor or other authorized officer of this City shall prepare and submit to the Director of the Development Services Agency of the State of Ohio the status report required under Section 5709.40 of the Ohio Revised Code.

Section 6. That this Council finds and determines that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 7. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City, and for the further

reason that this Ordinance is required to be immediately effective in order to re-develop the town center of Strongsville and foster economic development and for the purpose of enhancing the availability of adequate commercial retail space and parking, creating jobs and employment opportunities, improving the economic welfare of the people of the City and addressing property conditions and circumstances that preclude and inhibit environmentally sound and economic use or reuse of the Property; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor, provided it receives the affirmative vote of at least two-thirds of the members of the Council, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

\_\_\_\_\_  
President of Council  
Approved: \_\_\_\_\_  
Mayor

Date Passed: \_\_\_\_\_, 2015  
Date Approved: \_\_\_\_\_, 2015

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

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

EXHIBIT A  
THE PROPERTY

PPN: 396-10-003  
PPN: 396-10-004  
PPN: 396-10-005  
PPN: 396-10-011  
PPN: 396-10-001  
PPN: 396-10-002  
PPN: 396-10-016

Westwood Commons  
Cameron-Allie Parcels  
DGB 4359-1

July, 2015

Parcel 1:

Situated in the City of Strongsville, County of Cuyahoga, and State of Ohio, and known as being Consolidated Parcel "C" as shown by the recorded plat in Volume 380, Page 64 of Cuyahoga County Map Records of part of Original Strongsville Township Lot 55, and bounded and described as follows:

Beginning at an iron pin monument found in the centerline of Pearl Road (U.S. 42), variable width, at its intersection with the centerline of Westwood Drive (West);

Thence North 00 degrees 28 minutes 05 seconds West along the centerline of Pearl Road, 5.47 feet to its intersection with the centerline of Westwood Drive (East), 60 feet wide;

Thence South 88 degrees 29 minutes 59 seconds East along the centerline of Westwood Drive (East), 271.79 feet to its intersection with the southerly prolongation of the easterly line of Consolidated Parcel "B1" as shown by the recorded plat in Volume 379, Page 59 of Cuyahoga County Map Records, being also the easterly line of deed parcel 3 of land conveyed to Cameron-Allie Development Group, LLC by deed recorded as A.F.N. 201412290675 of Cuyahoga County Records;

Thence North 02 degrees 19 minutes 41 seconds East, 30.00 feet to its intersection with the northerly line of Westwood Drive (East), and the principal place of beginning of the parcel herein described, and from which point a 1" iron pipe found bears North 02 degrees 19 minutes 41 seconds East, 0.27 feet;

Thence North 88 degrees 29 minutes 59 seconds West along the northerly line of Westwood Drive (East), 46.01 feet to an iron pin set at its intersection with the westerly line of said so conveyed;

Thence North 02 degrees 19 minutes 41 seconds East along said westerly line of Consolidated Parcel "B1", 155.64 feet to an iron pin set at its intersection with a southerly line of said Consolidated Parcel "B1";

Thence North 87 degrees 40 minutes 19 seconds West, 66.83 feet to the northeasterly corner of a parcel of land conveyed to Justice Enterprises, LLC by deed recorded as A.F.N. 201212240119 of Cuyahoga County Records, and from which point a capped iron pin found (H&A LTD) bears South 76 degrees 35 minutes 31 seconds East, 0.05 feet;

Thence North 87 degrees 53 minutes 57 seconds West along the northerly line of said land conveyed to Justice Enterprises, LLC, 114.21 feet to its intersection with the easterly line of

Pearl Road, variable width, and from which point a capped iron pin found (H&A LTD) bears South 87 degrees 53 minutes 57 seconds East, 0.04 feet;

Thence North 06 degrees 04 minutes 52 seconds West along the easterly line of Pearl Road, 62.79 feet to an iron pin set at its intersection with the northerly line of deed parcel 2 of land conveyed to Cameron-Allie Development Group, LLC, by deed recorded as A.F.N. 201501050348 of Cuyahoga County Records;

Thence North 08 degrees 25 minutes 00 seconds West along the easterly line of Pearl Road, 75.38 feet to its intersection with the northerly line of deed parcel 1 of land conveyed to Cameron-Allie Development Group, LLC, by deed recorded as A.F.N. 2015010348 of Cuyahoga County Records, and from which point a nail found bears South 81 degrees 35 minutes 00 seconds West, 0.08 feet;

Thence North 10 degrees 23 minutes 56 seconds West along the easterly line of Pearl Road, 77.97 feet to an iron pin set at its intersection with the southerly line of a parcel of land conveyed to Pearl 66 Phase II LLC by deed recorded as A.F.N. 200004210807 of Cuyahoga County Records;

Thence North 79 degrees 57 minutes 07 seconds East along said southerly line of land conveyed to Pearl 66 Phase II LLC, 273.46 feet to an iron pin set at its intersection with the westerly line of a parcel of land conveyed to Strongsville Senior Associates Limited Partnership by deed recorded as A.F.N. 200310280195 of Cuyahoga County Records;

Thence South 02 degrees 19 minutes 41 seconds West along the westerly line of said land conveyed to Strongsville Senior Associates Limited Partnership and said easterly line of Consolidated Parcel "B1", 417.00 feet to the principal place of beginning and containing 65,491 square feet or 1.5035 acres of land according to the survey by Donald G. Bohning & Associates, Inc. dated January, 2015.

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

Parcel 2:



Situated in the City of Strongsville, County of Cuyahoga, and State of Ohio, and known as being part of Original Strongsville Township Lot 55, and bounded and described as follows:

Beginning at an iron pin monument found in the centerline of Pearl Road (U.S. 42), variable width, at its intersection with the centerline of Westwood Drive (West);

Thence North 00 degrees 28 minutes 05 seconds West along the centerline of Pearl Road, 223.37 feet to an iron pin monument found at a point of intersection;

Thence North 8 degrees 22 minutes 31 seconds West along the centerline of Pearl Road, 168.80 feet to its intersection with the westerly prolongation of the northerly line of Consolidated Parcel "C" as shown by the recorded plat in Volume 380, Page 64 of Cuyahoga County Map Records;

Thence North 79 degrees 57 minutes 07 seconds East along the westerly prolongation of the northerly line of said Consolidated Parcel "C", 47.46 feet to an iron pin found (D.G. Bohning Assoc.) at its intersection with the easterly line of Pearl Road and the principal place of beginning of the parcel herein described;

Thence North 10 degrees 31 minutes 30 seconds West along the easterly line of Pearl Road, 36.26 feet to an iron pin set at an angle point, therein;

Thence North 6 degrees 38 minutes 35 seconds West along the easterly line of Pearl Road, 29.77 feet to an iron pin set at an angle point, therein;

Thence North 8 degrees 22 minutes 31 seconds West along the easterly line of Pearl Road, 98.38 feet to its intersection with the southerly line of a parcel of land conveyed to Strongsville Historical Society by deed recorded in Volume 92-7963, Page 15 of the Official Records of Cuyahoga County, and from which point an iron pin set bears South 79 degrees 57 minutes 07 seconds West, 1.00 feet;

Thence North 79 degrees 57 minutes 07 seconds East along the southerly line of said land conveyed to Strongsville Historical Society, 184.29 feet to a drill hole found at an angle point, therein;

Thence North 8 degrees 18 minutes 03 seconds West along the southerly line of said land conveyed to Strongsville Historical Society, 20.48 feet to an iron pin found at an angle point, therein;

Thence North 78 degrees 34 minutes 58 seconds East along the southerly line of said land conveyed to Strongsville Historical Society, 125.44 feet to an iron pin set at its intersection with the westerly line of a parcel of land conveyed to Strongsville Senior Associates Limited Partnership by deed recorded as A.F.N. 200310280195 of Cuyahoga County Records;

Thence South 02 degrees 19 minutes 41 seconds West along the westerly line of said land conveyed to Strongsville Senior Associates Limited Partnership, 192.25 feet to an iron pin found (D.G. Bohning Assoc.) at its intersection with the northerly line of said Consolidated Parcel "C";

Thence South 79 degrees 57 minutes 07 seconds West along the northerly line of said Consolidated Parcel "C", 273.46 feet to the principal place of beginning and containing 50,298 square feet or 1.1547 acres of land according to the survey by Donald G. Bohning & Associates, Inc. dated July, 2015.

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

Westwood Commons  
Mitchells Parcel  
DGB 4359-1

July, 2015

Situated in the City of Strongsville, County of Cuyahoga, and State of Ohio, and known as being part of Original Strongsville Township Lot 55, and bounded and described as follows:

Beginning at an iron pin monument found in the centerline of Pearl Road (U.S. 42), variable width, at its intersection with the centerline of Westwood Drive (West);

Thence North 00 degrees 28 minutes 05 seconds West along the centerline of Pearl Road, 5.47 feet to its intersection with the centerline of Westwood Drive, 60 feet wide;

Thence South 88 degrees 29 minutes 59 seconds East along the centerline of Westwood Drive (East), 271.79 feet to its intersection with the southerly prolongation of the westerly line of a parcel of land conveyed to Cameron-Allie Development Group, LLC by deed recorded s A.F.N. 201412290657 of Cuyahoga County Records;

Thence North 02 degrees 19 minutes 41 seconds East, 30.00 feet to its intersection with the northerly line of Westwood Drive (East), and the principal place of beginning of the parcel herein described, and from which point a 1" iron pipe found bears North 02 degrees 19 minutes 41 seconds East, 0.27 feet;

Thence North 02 degrees 19 minutes 41 seconds East along the westerly line of said line conveyed to Cameron-Allie Development Group, LLC, 158.89 feet to its intersection with the westerly line of a parcel of land conveyed to Strongsville Senior Associates Limited Partnership by deed recorded as A.F.N. 200310280195 of Cuyahoga County Records, and from which point a 1/2" iron pin found bears North 88 degrees 29 minutes 59 seconds West, 0.79 feet; North 01 degree 30 minutes 01 second East, 0.30 feet; and a 1/2" iron pin found bears North 88 degrees 29 minutes 59 seconds West, 0.59 feet; North 01 degree 30 minutes 01 second East, 0.52 feet;

Thence South 88 degrees 29 minutes 59 seconds East along the southerly line of said land conveyed to Strongsville Senior Associates Limited Partnership, 97.80 feet to a 1/2" iron pin found at an angle point, therein;

Thence South 02 degrees 42 minutes 21 seconds West along the westerly line of said land conveyed to Strongsville Senior Associates Limited Partnership, 158.91 feet to its intersection with the northerly line of Westwood Drive (East), and from which point a 1/2" iron pin found bears North 88 degrees 29 minutes 59 seconds West, 0.31 feet;

Thence North 88 degrees 29 minutes 59 seconds West along the northerly line of Westwood Drive (East), 96.75 feet to the principal place of beginning and containing 15,455 square feet or 0.3548 acres of land according to the survey by Donald G. Bohning & Associates, Inc. dated December, 2014.

Westwood Commons  
Mitchells Parcel  
DGB 4359-1

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

## EXHIBIT B

### DEVELOPER IMPROVEMENTS

Cameron-Allie Development Group LLC proposes revitalizing the downtown area of Strongsville by developing a project known as "Westwood Commons" on the northeastern corner of Pearl Road and Westwood Drive. The project involves constructing a new shopping center totaling approximately 11,000 square feet, remodeling and re-purposing an existing shopping center totaling approximately 12,000 square feet, and selling a 0.25 acre parcel of the project site to an end user who will construct a 2,750 square foot ice cream shop.

All of the above referenced improvements will require extensive upgrades to the existing infrastructure on the property, which are very old and inadequate to service the new improvements. Developer intends to install new utility connections and an underground storm water management system to not only service the new improvements but also assist with storm water runoff from the adjacent city owned property, which runs downhill to the project site.

The property associated with the Project has long been an eye sore for the City and severely under-utilized given its proximity to the center of town. The existing conditions of the property are a combination of vacant land, a blighted commercial building and an existing shopping center that requires extensive renovation. The Developer intends to demolish the blighted building, construct the new shopping center on the vacant land, and perform said renovations to the existing building. Additionally, the end user of the ice cream parcel intends to construct a new ice cream store.

The architecture of the new shopping center and ice cream shop, and the renovations to the existing building, will feature materials and elements consistent and complementary to the City's "Town Center District", including but not limited to, red brick, masonry block, rendered Exterior Insulated Finish System (EIFS), fiber cement board and other similar materials. Landscape features will include patios, new concrete sidewalks, new parking lots, extensive landscaping and other streetscape improvements similar to those already seen in the City's commons area adjacent to the Project site.

When the Project is completed, the amenities surrounding the Project site (the City library, recreation center, baseball fields, the Commons, etc) will all be activated by the increased connectivity to each other, creating a synergy in the City's downtown district that has long been desired.

Developer expects to start construction in November 2015 and the anticipated duration of construction is approximately seven to nine months.





EXHIBIT C

PUBLIC INFRASTRUCTURE IMPROVEMENTS

The Public Infrastructure Improvements consist of:

TIF Funding Estimates

Westwood

Commons I and II

As of July 13, 2015

<u>Category</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>	<u>Total</u>	<u>Notes</u>
<u>"Demolition and Environmental Remediation"</u>	Phase 1 Study	2	Ea	1785.00	\$3,570.00	\$3,570.00	
	Soil Testing	1	Ea	3560.00	\$3,560.00	\$3,560.00	
	Remove Existing Structures (backfill jads basement)	1	Ea	40000.00	\$40,000.00	\$40,000.00	
	Asbestos Abatement	1	Ea	15000.00	\$15,000.00	\$15,000.00	
	Engineered Removal & Fill of Existing Basements	2000	CY	20.00	\$40,000.00	\$40,000.00	
	Site Clearing	97574	SF	0.17	\$16,587.65	\$16,587.65	
	Tree Clearing	1	Ea	15000.00	\$15,000.00	\$15,000.00	
	Erosion Control	2	Acres	6750.00	\$13,500.00	\$13,500.00	
	Mass Excavation Cuts and Fills	4000	CY	6.00	\$24,000.00	\$24,000.00	
	Strip and Stockpile Topsoil	903	CY	4.70	\$4,244.10	\$4,244.10	



The Public Improvements further include the construction of or improvements to any other public streets, utilities and public facilities in and around the Project Site or directly benefiting or serving the Project Site, including traffic signalization, sidewalks, streetscapes and water and sanitary sewer improvements.

EXHIBIT D  
CONSTRUCTION AGENCY AGREEMENT



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CONSTRUCTION AGENCY AGREEMENT

by and between

CAMERON-ALLIE DEVELOPMENT GROUP, LLC,  
as the Construction Agent

and

THE CITY OF STRONGSVILLE, OHIO

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Dated

as of

\_\_\_\_\_, 2015

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## CONSTRUCTION AGENCY AGREEMENT

This CONSTRUCTION AGENCY AGREEMENT, made effective as of \_\_\_\_\_, 2015 (the "Agreement"), by and between Cameron-Allie Development Group, LLC, an Ohio limited liability company (the "Construction Agent"), and the CITY OF STRONGSVILLE, OHIO, a municipal corporation and political subdivision in and of the State of Ohio (the "City"):

### **RECITALS:**

A. The City and the Construction Agent, as Developer, have executed and delivered a Project Development Agreement, dated as of \_\_\_\_\_, 2015 (as the same may be amended from time to time, the "Development Agreement"), has agreed to the development of the Project on the Project Site and to cause the construction of the Public Improvements and the Construction Agent, as Developer, has agreed to construct the Public Improvements as agent for the City.

B. Pursuant to Ordinance No. \_\_\_\_\_, passed by the Council of the City on \_\_\_\_\_, 2015, the City has passed a TIF Ordinance for the purpose of using the Service Payments (as defined in the "Development Agreement") to pay the costs of constructing the Public Improvements.

C. In order to provide for the construction of the Public Improvements, the City and the Construction Agent, acting as an independent contractor with and agent of the City for such purpose, have determined to enter into this Agreement.

NOW THEREFORE, in consideration of the foregoing and in order to induce the City to provide for the Service Payments to pay the costs of construction of the Public Improvements and in order to induce the Developer to undertake the construction of the Public Improvements and Developer Improvements on the Project Site, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Construction Agent and the City covenant and agree as follows:

### **ARTICLE I DEFINITIONS**

#### Section 1.1 Use of Defined Terms.

Each capitalized word or term used as a defined term in this Agreement but not otherwise defined herein shall have the meaning assigned to it in the Development Agreement, unless the context or use indicates another or different meaning or intent. Those definitions shall be equally applicable to both the singular and plural forms of any of the words and terms herein.

#### Section 1.2 Definitions.

As used herein:

"*Allowable Costs*" means all amounts paid or payable by the Construction Agent within the categories encompassed by the line items of the Project Budget pursuant to this Agreement, the Approved Construction Documents and any other agreements relating to the Project Site and the Public Improvements which have been approved by the Developer and shall also include, in any event, whether or not included in the foregoing, all "Hard Costs" and all "Soft Costs" and all

costs of designing, constructing, permitting, equipping and completing the Public Improvements, including without limitation, all other costs of construction, interest, taxes, if any, insurance, fees for architects, engineers, lawyers, accountants and consultants and other related expenses.

*"Approved Construction Documents"* shall have the meaning assigned to that term in Section 3.6.

*"Authorized Construction Agent Representative"* means the person at the time designated on behalf of the Construction Agent by written certificate furnished to the City, containing the specimen signature of such person and signed on behalf of the Construction Agent by its Manager. Such certificate may designate an alternate or alternates who shall have the same authority, duties and powers as the Authorized Construction Agent Representative.

*"Authorized Official"* means the person at the time designated on behalf of the City by written certificate furnished to the Construction Agent, containing the specimen signature of such person and signed on behalf of the City by the Mayor. Such certificate may designate an alternate or alternates who shall have the same authority, duties and powers as the Authorized Official.

*"Business Day"* means any day other than (i) a Saturday or Sunday or a day on which banking institutions in Cleveland, Ohio are authorized by law or executive order to close or (ii) a day on which the New York Stock Exchange is closed.

*"City Review & Approval Bodies"* means, collectively, but not limited to the City's Planning Commission, Building Department, Engineering Department and other City boards, commissions and departments.

*"Claims"* means liabilities, obligations, damages, losses, demands, penalties, fines, claims, actions, suits, judgments, settlements, utility charges, costs, expenses and disbursements (including, without limitation, reasonable legal fees and expenses) of any kind and nature whatsoever.

*"Completion"* shall have the meaning assigned to that term in the Development Agreement.

*"Completion Date"* shall have the meaning assigned to that term in the Development Agreement.

*"Condemnation"* means any condemnation, requisition, confiscation, seizure or other taking or sale of the use, occupancy or title to the Project Site, the Project or any part thereof in, by or on account of any actual eminent domain proceeding or other action by any Governmental Authority or other Person under the power of eminent domain, or any transfer in lieu of or in anticipation thereof. A Condemnation shall be deemed to have "occurred" on the earliest of the dates that use, occupancy or title is taken.

*"Construction Contract"* shall have the meaning ascribed to that term in the Development Agreement.

*"Construction Event of Default"* means the occurrence of an event described in Section 7.1 hereof.

*“Construction Event of Loss”* means an event of damage or casualty occurring during the Construction Period with respect to all or part of the Project that is determined to be a Construction Event of Loss pursuant to Section 5.1 hereof.

*“Construction Event of Taking”* means a Condemnation occurring during the Construction Period and determined to be a Construction Event of Taking pursuant to Section 5.2 hereof.

*“Construction Force Majeure Event”* means any cause, circumstance or event occurring during the Construction Period that is not reasonably within the control of the Construction Agent or its agents employees, contractors, subcontractors and material suppliers, to the extent that such delay materially affects the performance of the Construction Agent. As used herein *“Construction Force Majeure Event”* means acts of God; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies, political subdivisions or officials, or any civil or military authority; strikes; labor disputes; insurrections, civil disturbances; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; storms; droughts; other weather conditions; floods; arrests; restraint of government and people; explosions; breakage, malfunction or accident to facilities, machinery, transmission pipes or canals; partial or entire failure of utilities; and unavailability of labor or materials for the foregoing reasons. An event or occurrence that arises or results from an intentional, wrongful or grossly negligent action or failure to act by the Construction Agent, its agents, employees, contractors, subcontractors and material suppliers during the Construction Period shall not be a Construction Force Majeure Event.

*“Construction Loss Proceeds”* means any proceeds or recoveries from third parties (excluding personal property, business interruption (so long as an Event of Default shall not have occurred and be continuing), fixtures (other than those fixtures constituting a part of the Project), extra expense, expediting and loss adjustment expense claim proceeds) reasonably expected by the Construction Agent to be available during the Construction Period on account of any Construction Event of Loss or Construction Event of Taking, whether pursuant to any insurance, award or other Claim for damage or relief against a third party or otherwise.

*“Construction Management Agreement”* means the Construction Management Agreement by and between Developer and Construction Manager.

*“Construction Manager”* means that construction manager selected pursuant to Section 5 of the City’s Charter, being the lowest and best bidder, any applicable City ordinances and any applicable requirements under State law, and any permitted successors and assigns.

*“Construction Period”* means the period beginning on the date on which the construction of the Project commences and ending on the Final Completion Date.

*“Developer Improvements”* means the mixed-use buildings, structures and improvements as further described in the Development Agreement.

*“Event of Default”* shall have the meaning assigned to that term in Section 7.1 hereof.

*“Final Completion Certificate”* shall have the meaning assigned to that term in Section 4.4 hereof.



*"Final Completion Date"* shall mean the date on which the City shall have approved the Final Completion Certificate with respect to the Public Improvements in accordance with Section 4.4 hereof.

*"Governmental Authority"* means any federal, state, county or municipal government, or political subdivision thereof, any governmental or quasi-governmental agency, authority, board, bureau, commission, department, instrumentality, or public body, or any court, administrative tribunal, or public utility.

*"Latest Completion Date"* means January 1, 2017, or such later date as may be agreed to by the City if the time for completion of the Public Improvements shall be extended.

*"Material Delay"* means any event or condition (or related series of events or conditions) that causes or results in a delay (or total stoppage) in the progress of the construction of the Public Improvements of such duration that the construction of the Public Improvements cannot reasonably be completed within the Project Budget on or before the Latest Completion Date.

*"Notice of Commencement"* means the Notice of Commencement described in subsection 2.4(d) hereof.

*"Operative Documents"* means this Agreement, the Development Agreement, the Plans and Specifications, the Construction Contract, and the other Approved Construction Documents.

*"Permitted Encumbrances"* shall mean the encumbrances and title exceptions listed in Exhibit D attached hereto.

*"Person"* or words importing person mean firms, associations, partnerships (including without limitation, general and limited partnerships), societies, trusts, corporations, public or governmental bodies, other legal entities and natural persons.

*"Plans and Specifications"* means the plans, specification and construction drawings of the Public Improvements provided for in the Development Agreement and in Section 3.5 of this Agreement.

*"Project"* means, collectively, the Developer Improvements and the Public Improvements and all related demolition, construction and completion work.

*"Project Budget"* means the written budget, the form of which is attached hereto as Exhibit A setting forth the Allowable Costs for the construction of the Public Improvements, prepared in cost breakdown form, certified as to accuracy by the Construction Agent and delivered by the Construction Agent to the City and approved by the City, with such changes and modifications from time to time as are approved in accordance with Section 3.7 hereof.

*"Project Site"* shall have the meaning assigned to that term in the Development Agreement.

*"Proposed Schedule of Work"* means the schedule for the completion of the Public Improvements.

*"Public Improvements"* means the Public Improvements described in Exhibit C to the Development Agreement, including site improvements, demolition and site work, and all other

improvements and fixtures, all as more specifically described in the Plans and Specifications, including any substitutions or modifications therefor.

*“Termination Documents”* means instruments and documents in form reasonably satisfactory to the Construction Agent and the City that (i) evidence the termination of this Agreement and (ii) transfer to the City any and all rights with respect to all Claims to, and all proceeds of, casualty insurance, with respect to the Public Improvements.

*“Termination Event”* means the occurrence of any of the events described as a Termination Event in Section 6.1 hereof.

*“Termination Notice”* means a written notice delivered by the City under Section 6.3 hereof after the occurrence of a Termination Event (including a Construction Event of Default), declaring a termination of the Development Agreement and this Agreement.

*“Termination Payment”* means the payment to be made by the Construction Agent upon the delivery of a Termination Notice in accordance with Section 6.1 hereof to pay any outstanding costs to complete the construction of the Public Improvements.

*“Work”* means the entire completed construction or the various separately identifiable parts thereof required to be furnished under the Approved Construction Documents with respect to the Public Improvements.

### Section 1.3 Interpretation.

Any reference herein to the City or to any member or officer of either includes entities or officials succeeding to their respective functions, duties or responsibilities pursuant to or by operation of law or lawfully performing their functions.

Any reference to a section or provision of the Constitution of the State, or to a section, provision or chapter of the Ohio Revised Code or to any statute of the United States of America or to a section or provision of the Charter of the City or the Codified Ordinances of the City, includes that section, provision or chapter as amended, modified, revised, supplemented or superseded from time to time; *provided that*, no amendment, modification, revision, supplement or superseding section, provision or chapter shall be applicable solely by reason of this provision, if it constitutes in any way a limitation, restriction or impairment of the rights or obligations of the City or the Construction Agent under this Agreement or any other Operative Document.

Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms “hereof”, “hereby”, “herein”, “hereto”, “hereunder” and similar terms refer to this Agreement; and the term “hereafter” means after, and the term “heretofore” means before, the date of execution and delivery of this Agreement. Words of any gender include the correlative words of the other genders, unless the sense indicates otherwise.

Reference to a numbered or lettered Article, Exhibit, Section or subsection means that Article, Exhibit, Section or subsection of or to this Agreement, unless the context indicates a different meaning or intent.

Section 1.4 Captions and Headings.

The captions and headings in this Agreement are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Articles, Sections, subsections, paragraphs, subparagraphs or clauses hereof.

**ARTICLE II**  
**APPOINTMENT OF THE CONSTRUCTION AGENT**

Section 2.1 Appointment. Subject to the terms and conditions hereof, the City hereby designates and appoints the Construction Agent as its exclusive agent in connection with the construction of the Public Improvements on the Project Site in accordance with the Plans and Specifications and pursuant to the terms of this Agreement and the other Operative Documents. Unless otherwise directed by the City, the Construction Agent shall have sole possession of the Project Site during the Construction Period and shall exercise exclusive control thereover, all for the purposes of performing its obligations hereunder for the within limited and defined purposes.

Section 2.2 Acceptance and Undertaking. The Construction Agent hereby unconditionally accepts the appointment provided for herein as an independent contractor with and agent of the City and undertakes, for the benefit of the City, to act as the City's agent for the purpose of the construction of the Public Improvements during the Construction Period in accordance with the Plans and Specifications and pursuant to the terms of this Agreement and the other Operative Documents.

Section 2.3 Term. The Construction Agent's duties under this Agreement shall commence on the Effective Date and terminate upon the earliest to occur of (i) Final Completion Date or (ii) termination of the Construction Agent's authority pursuant to Section 7.3 hereof.

Section 2.4 Scope of Authority and Duties of Construction Agent.

(a) Subject to the terms of this Agreement, the City hereby expressly authorizes the Construction Agent, or any agent or contractor of the Construction Agent, and the Construction Agent unconditionally agrees, for the benefit of and as the agent of the City, to take all action necessary or desirable for the construction, in a good and workmanlike manner, of the Public Improvements in the name of the City and on its behalf and as its agent pursuant to and in accordance with the Plans and Specifications and the other Operative Documents, and for the performance and satisfaction of any and all of the Construction Agent's or of the City's obligations under any Construction Contract and to fulfill all of the obligations of the Construction Agent hereunder and under the other Operative Documents, including without limitation:

(i) subject to review by the City Review & Approval Bodies, all design and supervisory functions relating to the construction and improvement of the Public Improvements and performance of all architectural and engineering work related thereto;

(ii) after the execution of this Agreement, conducting the public bidding for the contractors and subcontractors for the construction of the Public Improvements and for materials to be supplied in connection with the Public Improvements and selecting, in accordance with the City's public bidding procedures, the contractors and subcontractors for the construction of the Public Improvements and the providers of materials for the Public Improvements;

(iii) negotiation and performance of the obligations of the City under all contracts and arrangements for construction of the Public Improvements on such terms and conditions as are commercially customary and reasonable in light of local industry standards and practices;

(iv) obtaining all necessary permits, licenses, consents, approvals, entitlements and other authorizations required under applicable laws (including without limitation Environmental Laws), from each Governmental Authority in connection with the construction of the Public Improvements in accordance with the Plans and Specifications, and all of the foregoing required for the use and operation of the Public Improvements by the City;

(v) maintaining all books and records with respect to the construction of the Public Improvements and, to the extent required herein, their operation and management; and

(vi) performance of all other acts necessary in connection with the construction of the Public Improvements in accordance with the Plans and Specifications.

(b) Subject to the terms and conditions of this Agreement and the other Operative Documents, during the Construction Period, the Construction Agent shall have sole management and control over, and responsibility for, the Project Site and construction of the Public Improvements, the testing, means, methods, sequences and procedures with respect thereto, and the security of the Project Site and the Public Improvements.

(c) The Construction Agent expressly acknowledges and agrees that the Construction Agent shall require that all wages paid to laborers and mechanics employed in connection with the construction of the Public Improvements shall be paid at not less than the prevailing rates of wages for laborers and mechanics for each class of work called for by the Public Improvements, which wages shall be determined in accordance with the requirements of Chapter 4115, Ohio Revised Code, for determination of prevailing wage rates. To the extent required by law, the Construction Agent shall comply, and shall require compliance by all contractors or subcontractors working on the Project, with all applicable requirements of Sections 4115.03 through 4115.16, Ohio Revised Code and Section 210.11 of the City's Codified Ordinances. In furtherance thereof, the Construction Agent shall be responsible for (i) obtaining from the Ohio Department of Commerce, Wage and Hour Division, its determination of the prevailing rates of wages to be paid for all classes of work called for by the Public Improvements, (ii) obtaining the designation of a Prevailing Wage Coordinator for the Project pursuant to Section 4115.032, Ohio Revised Code, and (iii) ensuring that all contractors and subcontractors receive notification of changes in prevailing wage rates as required under Section 4115.05, Ohio Revised Code. At such time as the City requests, the Construction Agent shall be required to provide the City with evidence, reasonably satisfactory to the City, that there has been compliance with the foregoing requirements. The Construction Agent agrees that it shall

require that representatives of the City have access to each contractor's personnel and all documents pertaining to the Public Improvements and that such representatives shall have access to the Public Improvements, in each case to the extent as may be necessary to monitor and review compliance with this subsection, but that the City shall not be liable for any failure to comply with this subsection. The Construction Agent shall cooperate fully with representatives of the City in carrying out such tasks.

(d) The Construction Agent shall obtain and pay for any and all permits and bonds required to be obtained before commencement of the Work and for all other permits, governmental fees, sales taxes and use taxes, if any, licenses and inspections necessary for the proper execution and completion of the Work as and when the same are required to be obtained.?] A Notice of Commencement in proper form as provided in Section 1311.252 of the Ohio Revised Code shall be prepared and filed by the Construction Agent on behalf of the City in the Cuyahoga Fiscal Officer's office after the Effective Date and prior to the commencement of the Work.

Section 2.5 Delegation of Duties.

The Construction Agent may execute any of its duties under this Agreement by or through agents, contractors, employees or attorneys-in-fact; including, but not limited to the Construction Manager, provided, *however, that*, no such delegation shall limit or reduce in any way the Construction Agent's duties and obligations under this Agreement.

**ARTICLE III  
CONSTRUCTION AGENCY**

Section 3.1 General.

The Construction Agent shall undertake to cause the construction of the Public Improvements in accordance with the provisions of this Agreement and, subject to the provisions hereof, shall pay all amounts required to construct the Public Improvements in accordance with the Plans and Specifications and the Project Budget. Pursuant to Article IV, the Construction Agent shall pay for Allowable Costs and shall be reimbursed for the same from the Service Payments in accordance with Section 4.3 hereof. The City shall not be liable to the Construction Agent for failure or delay in any aspect of the performance of the Work.

Section 3.2 Reports.

No later than the 20th day of each month after the Effective Date and prior to the later of (i) the date upon which the Construction Agent shall deliver (a) evidence satisfactory to the City that Completion of the Project has occurred or (ii) the Final Completion Date, the Construction Agent shall provide a written report to the City setting forth in reasonable detail (x) all expenditures made or incurred on account of Allowable Costs for the Public Improvements, (y) the total Allowable Costs as of the last day of the previous month, and (z) a construction status report, to include a written description of all material changes to the Work by the Construction Agent. Additionally, the Construction Agent shall provide to the City such additional reports and information as the City may reasonably request from time to time relating to the transactions contemplated hereby. The Construction Agent shall also certify to the City the aggregate total of all Allowable Costs incurred through the Final Completion Date within one hundred eighty (180) days after the Final Completion Date.

Section 3.3 Additional Reports.

(a) On or before the 20th day of each month following the commencement of construction, the Construction Agent shall submit the following documents to the City:

(i) Any certificates, documents and instruments required by this Construction Agency Agreement or the Development Agreement in forms and not previously submitted, reasonably satisfactory to the City and its attorneys;

(ii) Properly completed required State of Ohio Prevailing Wage documents including, certified payroll forms to document each week of the construction of the Public Improvements. If no work is performed during a particular week, the certified payroll form shall so indicate, but in any event a form for each week shall be filed with the City; and

(iii) Certification from the Construction Agent that all such installation has been satisfactorily completed in accordance with the Plans and Specifications and such lien waivers, title policy endorsements affidavits and statements as the City may reasonably request.

Section 3.4 Final Completion Certificate.

The Public Improvements shall be deemed completed when the Construction Agent shall have provided to the City, and the City shall have approved, a certificate (the "Final Completion Certificate") prepared and signed by the Authorized Construction Agent Representative, which certificate (i) shall describe all items of personal property, if any, constructed or otherwise improved with respect to such Public Improvements, (ii) stating the total costs of constructing of the Public Improvements, and (iii) stating:

(a) the date of completion of construction of such Public Improvements and that all other facilities necessary for the proper functioning of such Public Improvements have been constructed, including all punch-list items;

(b) that the construction of such Public Improvements has been completed in accordance with the Plans and Specifications, and that all costs then due and payable in connection therewith have been paid, and all obligations, costs and expenses in connection with such Public Improvements have been paid or discharged as evidenced by appropriate lien waivers;

(c) that all other facilities necessary for the proper functioning of such Public Improvements have been provided and all costs and expenses incurred in connection with such facilities have been paid or discharged, including all punch-list items and associated retainages;

(d) that the construction of such Public Improvements and any other facilities described in clause (B) has been accomplished in a manner that conforms to all applicable zoning, planning, building, environmental and other regulations of each Governmental Authority having jurisdiction over such Public Improvements;



(e) that all licenses and approvals for the use and operation of such Public Improvements then required by any Governmental Authority have been obtained; and

(f) that the construction of such Public Improvements has been accomplished in a manner that permits the City, after dedication to the City and granting of a permanent non-exclusive easement, to use and operate such Public Improvements for the applicable public purposes pursuant to the Development Agreement.

Section 3.5 Recovery on Contractor Warranties.

So long as no Event of Default has occurred and is continuing, the Construction Agent shall, with respect to the Public Improvements, at its cost in the name and on behalf of the City, negotiate, accept and prosecute any claim for damages, compensation or other recoveries due from any contractors or subcontractors based on a breach of contract or breach of warranty (whether express or implied) and shall transfer any proceeds received on account of such collection efforts, net of any costs incurred by the Construction Agent in prosecuting such claim, to the City for use in accordance with the Development Agreement. If an Event of Default has occurred and is continuing, the City is hereby expressly and irrevocably authorized, but not required, to exercise every right, option, power or authority which the Construction Agent has against any contractor or subcontractor and the City shall cause any such proceeds, net of any costs incurred by the City in prosecuting any claim or exercising any right, to be used in accordance with the Development Agreement. The Construction Agent shall be entitled to reimbursement for any costs incurred by it in negotiating, accepting and prosecuting such claims, but such reimbursement shall be made solely from any proceeds recovered pursuant to this Section 3.5.

Section 3.6 Approved Construction Documents.

The Plans and Specifications and Project Budget have been developed to the extent necessary to commence construction of the Public Improvements. The Construction Contract, Project Budget and Proposed Schedule of Work will be developed and completed by the Construction Agent prior to the commencement of construction, and upon their completion will be approved by the City. Upon the City's approval of such documents, no further material changes shall be made except in accordance with Section 3.7 hereof. Said documents, as approved by the City, together with amendments or additions thereto, together with the Plans and Specifications, are called the "Approved Construction Documents".

Section 3.7 Limits on Change in Construction Manager.

No change shall be made by the Construction Agent in the identity of the Construction Manager if (i) such replacement Construction Manager is not generally known as a financially responsible and reputable contractor or construction manager within northeastern Ohio, or (ii) any such change would result in any material changes to the terms of the Construction Contract or Construction Management Agreement and such changes will or would reasonably be expected to (A) materially alter the nature of the Public Improvements, or (B) result in a reduction of the value, utility or marketability of the Developer Improvements or the Public Improvements in any material respect or (C) impose any liability for the City to any third parties. No change in the Construction Manager shall be made without the advance written consent of the City.

Section 3.8 Limits on Change in Approved Construction Documents or Cost Budget.

(a) Changes To Plans and Specifications; Equipment; Contracts. No subsequent amendment to, or change in, any one or more of the Plans and Specifications, the Project Budget, the Construction Contract, the Construction Management Agreement, or Approved Construction Documents shall be made by the Construction Agent without prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that no such prior written consent is required for any change or amendment that: (i) together with all other changes submitted concurrently therewith does not increase the costs of the Public Improvements by more than \$35,000.00 or together with all changes in the aggregate, does not increase the cost by more than \$100,000.00; (ii) will not materially reduce the value of the Project; and, (iii) will not materially alter the character or use of the Project.

(b) Changes To Work Schedule. The Construction Agent may change the Proposed Schedule of Work upon notification to the City; provided, however no such change may be made without the City's prior written consent if the effect of the change, in the reasonable opinion of the City, is reasonably likely to jeopardize the final completion of the Public Improvements on or before the Latest Completion Date hereof, provided, that the City's consent does not obligate it to provide funds.

**ARTICLE IV  
CONSTRUCTION OBLIGATIONS AND COVENANTS**

Section 4.1 Covenants of the Construction Agent.

During the Construction Period (and, where indicated, thereafter), the Construction Agent shall:

(a) cause the construction of the Public Improvements within the boundaries of the Project Site and cause such construction to be prosecuted in a good and workmanlike manner, and substantially in accordance with (i) the Project Budget; (ii) the Approved Construction Contracts, and (iii) the schedule for construction of the Public Improvements included as Exhibit B to the Development Agreement, (iv) reasonable industry practices and (v) all applicable laws;

(b) use its best efforts to cause construction of the Public Improvements to be completed and the Final Completion Date to occur on or before the Latest Completion Date;

(c) use its best efforts to cause all material outstanding punch list items with respect to the construction of the Public Improvements to be completed on or prior to the Latest Completion Date;

(d) at all times, (i) pay, or cause to be paid, all assessments, charges and taxes, if any, payable in connection with construction of the Public Improvements to be paid as and when due, whether claim shall be made for payment thereof during or after the Construction

Period, subject to the right of the Construction Agent to contest, in good faith, any such assessment change or tax so long as, by nonpayment of any such items, neither the Public Improvements nor any property of the City shall be subject to imminent loss or forfeiture, and in the contest of which, the City hereby agrees to cooperate, at the cost and expense of the Construction Agent, (ii) not permit liens (other than Permitted Encumbrances or those in favor of the City) to be filed or maintained respecting the Public Improvements, provided that mechanics' liens may be bonded and contested as provided herein, and (iii) on a monthly basis, deliver to the City true, correct and complete progress reports as required by Section 3.3 hereof regarding the construction of the Public Improvements and adequacy of funding for the Public Improvements in relationship to the then current Project Budget;

(e) cause title to the Public Improvements to be and remain, during the Construction Period and on the Completion Date, free from and clear of all liens, claims, and encumbrances, except for (i) those created by or arising under the Operative Documents, (ii) real estate taxes and assessments that are a lien but not yet due and payable, (iii) liens or claims for materials supplied or labor or services performed in connection with the construction of the Public Improvements that are bonded-off or otherwise removed in accordance with applicable laws within 90 days of the filing of such lien and in any event prior to the commencement of an action to foreclose on such lien, (iv) any Permitted Encumbrances, and (v) any other liens or exceptions that are approved in writing by the City or that the City causes to be created;

(f) make available for inspection at the Construction Agent's office by a duly authorized representative of the City during normal business hours, any of the Construction Agent's books and records insofar as they relate solely to the Public Improvements at such times as reasonably requested by the City when requested to do so;

(g) allow the City and its agents, at all times (i) during normal business hours, the right of entry and free access to the Project Site to inspect all work done, labor performed and materials furnished with respect to the Public Improvements in and about the Project Site, and (ii) to require to be replaced or otherwise corrected (at the Construction Agent's sole cost, or that of its contractors, subcontractors or material suppliers if the need for replacement or correction is the result of the breach of duty by or the intentional, wrongful or negligent act or failure to act of any such Person, its agents or employees), any material or work that materially fails to comply with the respective Plans and Specifications therefore, provided that the City shall provide 15 days' notice of its election to exercise such right and reasonable opportunity for the Construction Agent to cure such failure of compliance, and (iii) to prevent any Person other than the City and its agents, employees, licensees and invitees, or a contractor or a subcontractor or agents, employees or invitees of the Construction Agent, from entering upon the Project Site;

(h) during the Construction Period, obtain, or cause each contractor to obtain and maintain, on behalf of the City and submit to it for its review, evidence of the insurance coverages described on Exhibit B. All insurance policies shall name the Construction Agent as a named insured and the City as an additional insured and shall, unless otherwise agreed by the City in writing, be issued by carriers with a Best's Insurance Reports policyholder's rating, to the extent commercially reasonable, of "A" (but in any event, not less than "A-") financial size

category of "X" or better. The Construction Agent shall deliver to the City prior to the Effective Date, copies of all such policies, together with endorsements and original certificates therefor. Copies of all renewal policies (including endorsements) and original certificates therefor shall be deposited with the City as evidence of such insurance. All policies shall contain provisions for thirty (30) days' written notice to the City prior to expiration or cancellation. Each insurer under any policies shall be required to waive any defenses the insurer may have to payment as a consequence of acts or omissions of any party;

(i) in the event of any damage to or destruction of the Public Improvements, or any part thereof, during the Construction Period, to the extent that insurance proceeds, are not sufficient to cover the full cost of any repair, rebuilding or restoration due to deductible and co-insurance amounts under insurance policies maintained by the Construction Agent, the Construction Agent shall provide funding, to pay the cost of repair, rebuilding or restoration;

(j) notify the City in writing within three (3) days of the occurrence of any default or Event of Default hereunder as to which the Construction Agent has knowledge;

(k) not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, veteran status, or ancestry in violation of applicable laws, and ensure that applicants for employment are considered for employment and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, veteran status, or ancestry as required by Applicable Law, and incorporate the requirements of this paragraph in all of the respective contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials), and require all contractors for any part of the work involved in the provision of the Project to incorporate such requirements in all subcontracts for such work; and

(l) obtain on a timely basis all utility connections and permits when needed as required by the Plans and Specifications and all utility services for water, gas, electric, telephone, sewer and storm drainage and sanitary waste disposal so that such utility services shall be available to an extent adequate to serve the Public Improvements.

#### Section 4.2 Construction Force Majeure Event.

(a) The Construction Agent shall give the City prompt written notice of the occurrence of any Construction Force Majeure Event with respect to the Public Improvements that has caused, or is reasonably likely to cause a Material Delay. Upon the occurrence of a Construction Force Majeure Event, unless and until a Termination Notice shall be delivered pursuant to the provisions of Article VI, the Construction Agent shall use its good faith efforts to complete the construction of the Public Improvements, or cause the construction of the Public Improvements to be completed, in such manner as to cause the Final Completion Date to occur on or before the Latest Completion Date and within the Project Budget.

(b) Following an occurrence that constitutes a Construction Force Majeure Event, the Construction Agent shall prepare, as promptly as practicable, a written estimate of

any resulting or reasonably expected Material Delay, and shall deliver such estimate to the City. If a Construction Force Majeure Event should cause a Material Delay, the Latest Completion Date shall be extended for such additional period of time as may be reasonably necessary to cure such Construction Force Majeure Event and to permit expeditious completion of the construction of the Public Improvements, but in any event for a period ending not later than December 1, 2017, without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. If the extent of any Material Delay will not prevent completion of construction of the Public Improvements on or prior to the Latest Completion Date (as extended), the Construction Agent shall proceed to cause the construction of the Public Improvements to be completed and the completion conditions to be satisfied as expeditiously as possible in a commercially reasonable manner under the circumstances pursuant to Article II and the other Operative Documents.

Section 4.3 Certain Warranties and Representations.

The Construction Agent warrants and represents to the City as follows:

(a) Organization and Power. The Construction Agent (a) is an Ohio limited liability company, duly organized, validly existing and in full force and effect under the laws of its jurisdiction of organization; and (b) has all power, authority and legal right to carry on its business as now conducted, to execute, deliver and perform its obligations under this Agreement and all other Operative Documents to which it is a party.

(b) Litigation. Except as disclosed to the City, there is no action, suit or proceeding pending, or to the best of the Construction Agent's knowledge, threatened, against or affecting the Construction Agent at law or in equity before any court, or by or before any federal, state, municipal or other governmental department, commission, board, bureau, agency, or instrumentality or arbitrator which, if adversely decided, could have a material adverse effect on the business, assets or financial condition of the Construction Agent or its right to enter into this Agreement or the other Operative Documents to which it is a party or the validity or effectiveness hereof.

(c) No Defaults. No Default or Event of Default by the Construction Agent has occurred and is continuing under this Agreement, the Indenture, the other Operative Documents or any other agreement or document contemplated thereunder to which it is a party.

(d) Insurance. All insurance required by this Agreement or the Development Agreement to be obtained by the Construction Agent is in effect and all premiums now due and payable in respect of such insurance have been paid.

(e) Construction Documents and Other Agreements. True and complete copies of the Plans and Specifications, the Construction Contract, and all other agreements relating to the Public Improvements have been delivered to the City, and there have been no alterations, modifications, amendments or changes of any nature whatsoever to any one or more of the foregoing since the respective dates of delivery thereof to the City except as expressly

permitted hereunder (including but not limited to Section 3.7(a) hereof). True and complete copies of all such alterations, modifications and amendments have been furnished to the City.

(f) Project Budget. The Project Budget as of the date hereof sets forth and presents a full and complete representation by the Construction Agent of all costs, expenses and fees which the Construction Agent reasonably expects to pay to complete the Public Improvements on or before the Final Completion Date.

Section 4.4 Correction of Work. The Construction Agent warrants to the City that all materials shall be of good quality used to construct the Public Improvements and all Work shall be of first-class, good and workmanlike quality, in conformance with the requirements of the Plans and Specifications in all material respects and as set forth in this Agreement and free from defects in materials and workmanship (without regard to the standard of care exercised in its performance) for a period of two years after delivery of the Final Completion Certificate for the Public Improvements. The Construction Agent shall, at its sole cost and expense, (i) promptly correct or cause to be corrected, all of the Work not in material conformance with the Plans and Specifications and this Agreement, (ii) correct, or cause to be corrected, any defects in materials and workmanship of the Work (without regard to the standard of care exercised in its performance) and (iii) replace, repair or restore, or cause replacement, repairs or restoration of, any parts of the Work or any of the fixtures, equipment or other items placed therein that are injured or damaged as a consequence of corrective action taken pursuant hereto. The Construction Agent shall remove, in a manner which at all times complies with all applicable Environmental Laws, from the Project Site all portions of the Work which are defective or nonconforming and which have not been corrected under this Section unless removal is waived by City in writing. Nothing contained in this Section shall be construed to establish a period of limitation with respect to any other obligation of the Construction Agent under this Agreement. Should the Construction Agent fail to make or cause to be made, corrections required by this Section, the City may do so at the sole expense of the Construction Agent. The obligations of the Construction Agent hereunder shall survive the termination of this Agreement.

## ARTICLE V CASUALTY, CONDEMNATION AND ENVIRONMENTAL EVENTS

### Section 5.1 Construction Event of Loss or Casualty.

(a) The Construction Agent shall give the City written notice of the occurrence of any casualty during the Construction Period promptly following the occurrence thereof. As promptly as practicable, the Construction Agent shall prepare an estimate of the cost of restoring, rebuilding and repairing the related damage and shall deliver such estimate to the City, or shall provide to the City a notice that such event shall constitute a Construction Event of Loss under Section 6.1, and pay to the City the Termination Payment.

(b) If a casualty shall occur with respect to the Public Improvements during the Construction Period, the Construction Agent shall apply the insurance proceeds so advanced to pay for the cost of rebuilding, restoring and repairing the resulting damage. Thereafter, the



Construction Agent shall apply the proceeds to complete the construction of the Public Improvements and use good faith efforts to cause the construction of the Public Improvements to be completed prior to the Latest Completion Date.

Section 5.2 Construction Event of Taking or Condemnation.

(a) The Construction Agent shall give the City written notice of the occurrence of any Condemnation of all or any material part of the Public Improvements during the Construction Period promptly following the occurrence thereof together with a written estimate of the schedule and cost of restoring the Public Improvements and shall deliver such estimate to the City. If a Condemnation of all or any part of the Public Improvements occurs during the Construction Period that, in the good faith judgment of the City, after consultation with the Construction Agent, (i) renders impossible or impractical the restoration of the remaining portion of the Public Improvements as a unit adequate for the intended use of the Public Improvements or (ii) will cause a Material Delay such that the construction of the Public Improvements cannot reasonably be completed before the Latest Completion Date (any such event being called a "Construction Event of Taking"), the Construction Agent shall (x) use its best efforts to eliminate the Material Delay or (y) declare that the Condemnation constitutes a Construction Event of Taking under Section 6.1 and deliver to the City the Termination Payment.

(b) If a Condemnation occurs with respect to any part of the Public Improvements during the Construction Period, the proceeds of the resulting award may be paid directly to the Construction Agent, who shall receive the same in trust for application to the costs of the restoration, rebuilding and repairing of the Public Improvements. The Construction Agent shall apply the proceeds of the award so advanced to pay for the cost of rebuilding, restoring and repairing the resulting damage, but the Construction Agent shall not be obligated to fund or pay for any portion of the costs of such restoration, rebuilding or repairing except to the extent of Construction Loss Proceeds except to the further extent that the Construction Agent shall be obligated as the result of the intentional, wrongful or negligent acts or failures to act of itself, its agents, employees, contractors, subcontractors or material suppliers or shall otherwise elect.

Section 5.3 Hazardous Materials.

(a) If, in the course of the construction of the Public Improvements the Construction Agent discovers Hazardous Materials or underground storage tanks that are not included in the Work pursuant to the Plans and Specifications, and which are not maintained in accordance with all applicable Environmental Laws, the Construction Agent shall notify the City promptly and, if directed by the City, or if commercially reasonable under the circumstances, shall stop and cause all contractors and subcontractors to stop the Work. If stopped, such Work shall be commenced only after consultation with and consent of the City. All Hazardous Materials that may be discovered shall be maintained, removed, transported and disposed of by qualified contractors in accordance with all applicable state and federal Environmental Laws.

(b) The Construction Agent shall not permit a violation of any Environmental Laws to exist with respect to the Project Site. The Construction Agent shall not use or permit to be used all or any portion of the Project Site for the storage, treatment, use or disposal of any substance for which a license or permit is required by state, federal or local Environmental Laws and for which no such license or permit has been obtained. Without limitation express or implied, unless caused by the gross negligence or willful misconduct of the City or of any employee or agent of the City (other than the Construction Agent), the Construction Agent shall pay all sums and take all such actions as may be required to avoid or discharge the imposition of any lien on the Project Site under any Environmental Law, and the Construction Agent shall indemnify and save harmless City from any and all loss, claims, liabilities and expenses (including attorney's and expert fees) incurred or suffered by City by virtue of the provisions of any Environmental Law now or hereinafter in effect or by virtue of the failure of the Construction Agent to comply or cause compliance with any Environmental Law now or hereinafter in effect or by virtue of the failure of the Construction Agent to comply with any Environmental Law in connection with the presence of any Hazardous Materials on the Project Site in violation of such Environmental Laws.

## **ARTICLE VI TERMINATION**

### Section 6.1 Termination Events.

Each of the following events shall be a "Termination Event":

(a) The occurrence of a Construction Force Majeure Event constituting a Construction Event of Loss or a Construction Event of Taking;

(b) The occurrence of a Construction Force Majeure Event, other than a Construction Event of Loss or a Construction Event of Taking, as a result of which (A) the construction of the Public Improvements are not completed on or before the Latest Completion Date, as may be extended pursuant to the terms herein, or (B) the Construction Agent fails to comply with the provisions of subsection 4.1(a) for 30 days following written notice from the City; or

(c) The occurrence of a Construction Event of Default.

In the event there shall occur an event that constitutes a "Termination Event" under subsection 6.1(a) or 6.1(b) then the Construction Agent may; provided there shall be no event constituting a "Termination Event" under subsection 6.1(c) hereunder, deliver a Termination Notice to the City, together with the Termination Payment. In the event of the occurrence of an event that constitutes a "Termination Event" under subsection 6.1(c) then the City may in its discretion designate such event, in the Termination Notice, as a "Termination Event" and require the Construction Agent to make a Termination Payment. Following the giving of a Termination Notice and the payment by the Construction Agent of a Termination Payment, this Agreement

shall terminate on the dates specified in the first notice sent and the parties shall be governed by the following provisions of this Article VI.

Section 6.2 Terminations Resulting From Construction Event of Loss or Construction Event of Taking.

If a Termination Notice is delivered by Construction Agent pursuant to a Termination Event described in subsection 6.1(a) or (b) above, the notice shall provide that this Agreement shall terminate as of a date not fewer than 15 nor more than 90 days from the date of the notice, and on the date so specified this Agreement shall so terminate, and the City and the Construction Agent shall execute and deliver to each other sufficient counterparts of Termination Documents on or before the date of termination specified in such notice. Simultaneously, the Construction Agent shall immediately pay and deliver, or cause to be paid and delivered, to the City, all Construction Loss Proceeds or other recoveries with respect to any other Claims arising as the result of the related Construction Force Majeure Event previously received by either of them. Upon the execution of such Termination Documents and the payment to the City of such proceeds (if any), (a) the Construction Agent shall have no further rights or obligations in respect of the Public Improvements (except for rights and obligations that are expressly stated in the Operative Documents to survive termination of the Development Agreement or this Agreement), (b) any Construction Loss Proceeds shall be paid over to the City for application.

Section 6.3 Other Termination.

(a) If a Termination Notice is given by the City as the result of a Termination Event described in Section 6.1(c) above, the Termination Notice shall so state, and the Construction Agent shall within 15 days of receipt of such notice, pay to the City such Construction Loss Proceeds or other recoveries and such amount, shall be used, as a Termination Payment, to pay any other amounts payable to the City under the Development Agreement, and all reasonable costs of consultants, legal counsel and other professional services incurred by the City in effecting such a transaction, whereupon the rights and obligations of the Construction Agent hereunder shall terminate, except as otherwise provided herein.

(b) Concurrently with payment of the amount contemplated by subsection (a) of this Section, (i) the City and the Construction Agent shall execute and deliver to each other sufficient counterparts of Termination Documents, and (ii) the Construction Agent shall pay or cause all Construction Loss Proceeds received by it to be immediately delivered to the City. Thereafter, the Construction Loss Proceeds shall be applied as a Termination Payment to the payment amounts owed to the City to complete the construction of the Public Improvements under the Development Agreement and all reasonable costs of consultants, legal counsel and other professional services incurred by the City in effecting the redemption and termination.

**ARTICLE VII  
EVENTS OF DEFAULT**

Section 7.1 Construction Events of Default.

If any one or more of the following events (each a "Construction Event of Default") shall occur:

(a) following the giving of a Termination Notice pursuant to any Termination Event, the Construction Agent shall fail to pay any amounts that become due as the result thereof, and such failure continues for five (5) Business Days;

(b) the Construction Agent shall commit or perform any act constituting fraud, misapplication of funds, intentionally illegal acts, or willful misconduct in connection with the performance of its obligations under this Agreement or any other Operative Document to which it is a party;

(c) the filing by Construction Agent of any petition for dissolution or liquidation of Construction Agent, or the commencement by the Construction Agent of a voluntary case under any applicable bankruptcy, insolvency or other similar law for the relief of debtors, foreign or domestic, now or hereafter in effect, or Construction Agent shall have consented to the entry of an order for relief in an involuntary case under any such law, or the appointment of or taking possession by a receiver, custodian or trustee (or other similar official) for the Construction Agent or any substantial part of its property, or a general assignment by the Construction Agent for the benefit of its creditors, or the Construction Agent shall have taken any corporate action in furtherance of any of the foregoing; or the filing against the Construction Agent of an involuntary petition in bankruptcy that results in an order for relief being entered or, notwithstanding that an order for relief has not been entered, the petition is not dismissed within ninety (90) days of the date of the filing of the petition, or the filing under any law relating to bankruptcy, insolvency or relief of debtors of any petition against the Construction Agent that either (i) results in a finding or adjudication of insolvency of the Construction Agent or (ii) is not dismissed within ninety (90) days of the date of the filing of such petition;

(d) The construction of the Public Improvements is not completed on or before the Latest Completion Date, as extended, or the Construction Agent fails to comply with the provisions of subsection 4.1(a) for 30 days following written notice from the City;

(e) the occurrence of any event designated as an "Event of Default" under the Development Agreement that remains uncured beyond any applicable cure period;

(f) the Construction Agent shall fail to maintain insurance as required by the provisions of subsection 4.1(h) and such failure continues for 10 days following written notice or the Construction Agent shall fail to perform as required by the provisions of subsection 4.1(k) and such failure continues for five (5) Business Days following written notice; or

(g) the Construction Agent shall breach in any material respect any of its representations or warranties under this Agreement or any other Operative Document to which it is a party or shall fail to observe or perform any material term, covenant or condition of this Agreement or any other Operative Document to which it is a party (other than as described in

subsections (a) through (f) of this Section 7.1); then, in any such event, the City may, in addition to the other rights and remedies provided for in this Agreement, terminate this Agreement in accordance with Section 6.3 and require the Construction Agent to make a Termination Payment in accordance with that Section; provided, in the case of a failure or breach described in subsections (e) or (h), such failure or breach, shall not constitute an Event of Default so long as the Construction Agent notifies the City within 30 days of its intention to cure such failure or breach. If such failure is other than payment of money and is of such a nature that it cannot be corrected within such 30 day period and the Construction Agent, (i) institutes curative action within such 30 day period, and (ii) diligently pursues such action to completion and cures such failure within a reasonable period, not to exceed 90 days, after such 30-day period then such failure or breach shall not constitute an Event of Default. The Construction Agent shall pay all reasonable costs and expenses incurred by or on behalf of the City, including without limitation reasonable fees and expenses of counsel, as a result of any Event of Default. The Construction Agent acknowledges that its obligations to make such payments shall be absolute and unconditional under any and all circumstances and shall be paid and performed, as the case may be, without notice or demand and without any abatement, reduction, diminution, set-off, defense, counterclaim or recoupment whatsoever is provided.

#### Section 7.2 Damages.

The termination of this Agreement pursuant to Section 7.1 shall in no event relieve the Construction Agent of its liability and obligations hereunder, all of which shall survive any such termination.

#### Section 7.3 Remedies; Remedies Cumulative.

(a) In addition to the right to terminate this Agreement, if an Event of Default shall have occurred and be continuing, the City shall have all other rights available at law, in equity or otherwise, including without limitation, the right to (i) remove and replace the Construction Agent or (ii) require the Construction Agent to complete, or cause to be completed, all or any part of the Public Improvements, and to hold the City harmless from any damages or additional costs arising from the Event of Default,

(b) No failure to exercise and no delay in exercising, on the part of either party to this Agreement, any right, remedy, power or privilege under this Agreement or under the other Operative Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges provided in this Agreement are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

#### Section 7.4 Costs of Enforcement.

If an action shall be brought by the City for the enforcement of any provision of this Agreement, the Construction Agent shall pay to the City all costs and other expenses that may become payable as a result thereof, including, without limitation, reasonable attorneys' fees and

expenses. If the City or any agent of the City shall be made a party defendant to any litigation commenced against the Construction Agent, the City or any such agent arising out of any of the transactions contemplated by the Agreement or the Operative Documents, the Construction Agent shall pay all costs and reasonable attorneys' fees and expenses incurred or paid by the City or its agents in connection with such litigation. The obligations of the Construction Agent under this Section shall survive the termination of this Agreement.

Section 7.5 Cure of the Construction Agent's Defaults.

The City, without waiving or releasing any obligation or Event of Default, may (but shall be under no obligation to), remedy any Event of Default for the account of and at the sole cost and expense of the Construction Agent after reasonable written notice to the Construction Agent with respect thereto and reasonable opportunity afforded to the Construction Agent to do and perform the same. All reasonable out-of-pocket costs and expenses so incurred (including without limitation fees and expenses of counsel), together with interest thereon shall be paid by the Construction Agent to the City within thirty (30) days after written demand therefor.

**ARTICLE VIII**  
**DISBURSEMENTS FROM WESTWOOD COMMONS PUBLIC IMPROVEMENT TAX**  
**INCREMENT FINANCING ("TIF") FUND**

Section 8.1 Use of Amounts in the Westwood Commons Public Improvement Tax Increment Financing ("TIF") Fund.

The amounts deposited from time to time and held by the City in the Westwood Commons Public Improvement Tax Incremental Financing ("TIF") Fund (the "Westwood Fund"), established pursuant to the terms of the TIF Ordinance (as defined in the Development Agreement), shall be applied to pay Allowable Costs of constructing the Public Improvements permitted to be paid or reimbursed therefrom as provided in Section 2.02 of the Development Agreement. Construction Agent acknowledges that the funds in the Westwood Commons will not be available until (i) after completion of construction, and (ii) receipt of the Service Payments from the Cuyahoga County Fiscal Officer.

(a) Requests for disbursement from the Westwood Fund shall be made by the Construction Agent to the City using the form attached as Exhibit C hereto, signed by the Authorized Construction Agent Representative;

(b) Requests for disbursements shall only be submitted twice a year, during the months of June and December, commencing, June, 2017.

(c) Upon approval of a Disbursement Request, the City shall, within thirty (30) days thereafter, disburse the moneys being held in the Westwood Fund to the Construction Agent for the cost of Public Improvements as set forth in the Project Budget

Section 8.2 Disbursements.





16099 Foltz Parkway  
Strongsville, Ohio 44149  
Attention: Mayor Thomas Perciak

With a Copy to:

City of Strongsville  
16099 Foltz Parkway  
Strongsville, Ohio 44149  
Attention: Law Director

Section 9.2 Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the City and the Construction Agent and their respective successors and the permitted assigns. The Construction Agent may not assign this Agreement or any of its rights or obligations hereunder in whole or in part to any Person without the prior written consent of the City and the concurrence of City Council.

Section 9.3 Governing Law.

This Agreement and the rights and obligations of the parties under this Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of Ohio without regard to conflict of laws principles.

Section 9.4 Amendments and Waivers.

This Agreement shall not be amended, supplemented or modified except by an instrument in writing executed by the City and the Construction Agent and authorized by City Council when required by law.

Section 9.5 Counterparts.

This Agreement may be executed in any number of counterparts as may be convenient or necessary, and it shall not be necessary that the signatures of both parties hereto be contained on any one counterpart hereof. Additionally, the parties hereto agree that for purposes of facilitating the execution of this Agreement, (a) the signature pages taken from the separate individually executed counterparts of this Agreement may be combined to form multiple fully executed counterparts and (b) a facsimile transmission shall be deemed to be an original signature for all purposes. All executed counterparts of this Agreement shall be deemed to be originals, but all such counterparts taken together or collectively, as the case may be, shall constitute one and the same agreement.

Section 9.6 Severability.

Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 9.7 Headings and Table of Contents.

The headings and table of contents contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

Section 9.8 Indemnification.

To the fullest extent permitted by law, the Construction Agent shall indemnify, protect, defend, save and hold harmless the City and its officers, agents and employees (the "Indemnified Parties"), from and against, any and all claims, damages, losses or expenses that are asserted against or incurred by any of the Indemnified Parties, including but not limited to attorney fees, arising out of or resulting from (a) the actions or failures to act of the Construction Agent, or its agents, employees, contractors, subcontractors, or material suppliers while in possession or control of the Public Improvements, whether or not such actions or failures to act were negligent or reckless, or in any way related to the construction of the Public Improvements or the selection of contractors, subcontractors or material suppliers relating thereto; (b) the Construction Agent's failure or alleged failure to satisfactorily complete the Public Improvements, (c) fraud, misapplication of funds, illegal acts, or willful misconduct on the part of the Construction Agent or its agents, employees, contractors, subcontractors, or material suppliers, or (d) the bankruptcy or insolvency of the Construction Agent. It is expressly understood and agreed that the indemnity provided for herein shall survive the expiration or termination of and shall be separate and independent from any remedy under any Operative Document. The provisions of Article V of the Development Agreement are incorporated herein by reference to the extent that such provisions describe the manner and extent of the indemnification provided for in this Section 9.8. Notwithstanding the foregoing, nothing stated herein shall obligate Construction Agent to assume liability for, indemnify, protect, defend, save or hold harmless the City from or against claims, damages, losses, or expenses that are attributable to the negligent acts or omissions, or the intentional misconduct of the City or the City's officers, agents, or employees.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGES TO IMMEDIATELY FOLLOW]

IN WITNESS WHEREOF, the City and the Developer have caused this Agreement to be executed by their duly authorized officers as of the Effective Date.

“City”

CITY OF STRONGSVILLE

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

CAMERON-ALLIE DEVELOPMENT GROUP, LLC,  
an Ohio limited liability company

By: Francis Development LLC,  
its Manager

By: \_\_\_\_\_  
Mike Catanzarite, Manager

**CERTIFICATION OF LAW DIRECTOR**

I hereby certify that I have reviewed and approved the form of the foregoing Agreement this \_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Kenneth A. Kraus, Law Director

EXHIBIT A

PROJECT BUDGET

**Pearl / Westwood Development Summary**

**Project Costs**

Acquisition Costs - Westwood I	\$634,500
Hard Costs - Westwood I	\$2,161,313
Soft Costs - Westwood I	\$523,516
Acquisition Costs - Westwood II	\$850,000
Hard Costs - Westwood II	\$525,000
Soft Costs - Westwood II	\$225,000
Total Project Cost	\$4,919,329

**Breakdown of Project Costs - Summary**

Acquisition Costs	\$1,484,500
TIF Eligible Costs	\$932,263
Non-TIF Costs	\$2,502,566

**EXHIBIT B**

**DISBURSEMENT REQUEST FORM**

STATEMENT NO. \_\_\_\_\_ REQUESTING DISBURSEMENT OF FUNDS FROM THE WESTWOOD FUND PURSUANT TO SECTION 4.3. OF THE CONSTRUCTION AGENCY AGREEMENT, DATED AS OF [\_\_\_\_\_] , 2015 BETWEEN [\_\_\_\_\_] AND THE CITY OF STRONGSVILLE, OHIO.

Pursuant to Article III of the Construction Agency Agreement (the "Construction Agency Agreement"), dated as of [\_\_\_\_\_] , 2015, between the City and [\_\_\_\_\_] , as Construction Agent (the "Construction Agent"), as agent of the City, the undersigned Authorized Construction Agent Representative hereby requests and authorizes City as depository of the Westwood Fund defined in the Agreement, to pay to the Construction Agent out of the moneys deposited in the Westwood Fund the aggregate sum of \$\_\_\_\_\_ to pay such to reimburse the Construction Agent in full, as indicated in the Disbursement Schedule, for the advances, payments and expenditures made by it in connection with the construction of the Public Improvements.

[\_\_\_\_\_] ,  
as Construction Agent

\_\_\_\_\_  
Authorized Construction Agent  
Representative



**EXHIBIT C**  
**INSURANCE REQUIREMENTS**

As set forth in Section 1.09 of the Project Development Agreement by and between the City of Strongsville and Cameron-Allie Development Group, LLC.

**EXHIBIT D**  
**PERMITTED ENCUMBRANCES**

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2015 – 198

By: Mr. Maloney

**AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE LOCATED AT ROYALTON ROAD AND PROSPECT ROAD (PART OF PPN 393-15-002; AND ALL OF PPNs 393-15-003; 393-15-004; 393-15-005; 393-15-006; 393-15-007; AND 393-15-008) IN THE CITY OF STRONGSVILLE FROM R1-75 (ONE FAMILY 75) CLASSIFICATION TO GB (GENERAL BUSINESS) CLASSIFICATION, AND DECLARING AN EMERGENCY.**

WHEREAS, the owners of certain property located at Royalton Road to the north and Prospect Road to the west, and further known as being part of Permanent Parcel No. 393-15-002 being vacant land, and all of Permanent Parcel Nos. 393-15-003, 393-15-004, 393-15-005, 393-15-006, 393-15-007 and 393-15-008, being located at 20787, 20817 and 20851 Royalton Road (the "Property") have submitted, through their authorized agent, an amended petition to the City requesting rezoning of the property from R1-75 (One Family 75) classification to GB (General Business) classification; and

WHEREAS, Article VIII, Section 6 of the City Charter provides that neither the Council, the Mayor, any Board, including Board of Appeals, or Commission appointed pursuant to this Charter, or any ordinance or resolution of this Municipality, nor any other agent, employee, person or organization acting for or on behalf of this Municipality, by whatever authority or purported authority, shall by ordinance, resolution, motion, proclamation, statement, legislative or administrative action, or variance effect a change in the zoning classification or district of any property or area in the City of Strongsville from R1-75 (One Family 75) or R1-100 (One Family 100) commonly known as single family residential, or by whatever other name called, to any other zoning classification or district unless the change or grant, after adoption in accordance with applicable administrative and/or legislative procedures, is approved at a regularly scheduled election by a majority vote of the electors voting thereon, in the City of Strongsville and in each ward in which the change is applicable to property in the ward;

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

**Section 1.** That the Zoning Map of the City of Strongsville, adopted by Section 1250.03 of Title Six, Part Twelve of the Codified Ordinances of Strongsville, be amended to change the zoning classification from R1-75 (One Family 75) classification to GB (General Business) classification of certain property described in Exhibit "A", and depicted in Exhibit "B", attached hereto and incorporated herein as if fully rewritten; provided that such amendment is approved at a regularly scheduled election by a majority vote of the electors voting thereon in the City of Strongsville and in each ward in which the change is applicable to the property in the ward.

**Section 2.** That, if approved by the electors as set forth in Section 1 above, the Clerk of Council is hereby authorized to cause the necessary changes on the Zoning Map to be made in order to reflect the zoning change in classification as provided in this Ordinance.

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

**Section 4.** That this Ordinance 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 rezone such property in order to meet the deadline for submittal of this issue to the ballot in accordance with law, to afford the applicant an opportunity to submit plans and commence construction, and to enhance economic development within the City. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

First Reading: \_\_\_\_\_

Referred to Planning Commission

Second Reading: \_\_\_\_\_

\_\_\_\_\_

Third Reading: \_\_\_\_\_

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

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

CITY OF STRONGSVILLE, OHIO  
ORDINANCE NO. 2015 – 198  
Page 3

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

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

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

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

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

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

ORD. No. 2015-198 Amended: \_\_\_\_\_

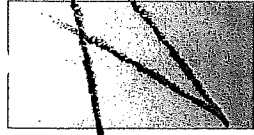
1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

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

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

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

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



**NEFF**  
& ASSOCIATES

Civil Engineers + Landscape Architects + Planners + Surveyors  
Traffic Engineers + Environmental Engineers

**EXHIBIT A**

**Legal Description**

R-1-75 Parcel Rezoned to **General Business** (GB)

Strongsville, Ohio

September 24, 2015

File No. 13853-LD002

Page 1 of 2

Situated in the City of Strongsville, County of Cuyahoga, State of Ohio and known as being part of Original Strongsville Township Lot No. 76 and is further bounded and described as follows:

Beginning at a iron pin monument found at the intersection of the centerline of Royalton Road (State Route 82) (Width Varies) and the centerline of Prospect Road (County Highway 50) (Width Varies);

- Course 1 Thence North 88°-08'-35" East, along the centerline of said Royalton Road, a distance of 786.93 feet to the Northwesterly corner of a parcel of land conveyed to Confesor Nieves as recorded in AFN 201406040548 of Cuyahoga County Deed Records;
- Course 2 Thence South 00°-24'-35" West, along the Westerly line of said Confesor Nieves parcel, a distance of 209.00 feet to a 5/8" iron pin set at the Southwesterly corner of said parcel;
- Course 3 Thence North 88°-08'-35" East, along the Southerly line of said Confesor Nieves Parcel and continuing along a southerly line of a parcel of land conveyed to Alexandru Sgondea and Mai-Ly Nguyen Sgondea as recorded in AFN 201504290183 of Cuyahoga County Deed Records, a distance of 209.00 feet to a 5/8" iron pin set at the Southeasterly corner of said Sgondea parcel and a point on the Westerly line of a parcel of land conveyed to Thomas J. Nofel as recorded in AFN 200410060272 of Cuyahoga County Deed Records;
- Course 4 Thence South 00°-26'-48" West, along the Westerly line of said Thomas J Nofel parcel, a distance of 539.33 feet to a 5/8" iron pin set at the Southwesterly corner of said Nofel parcel and the Northwesterly corner of the Sterling Point Subdivision Phase 1 as recorded in Volume 237, Page 82 of Cuyahoga County Map Records;
- Course 5 Thence South 01°-08'-38" West, along the Westerly line of said Sterling Point Subdivision Phase 1, a distance of 510.42 feet to a 5/8" iron pin found at the Northeasterly corner of the Sterling Point Subdivision Phases III and IV as recorded in Volume 255, Page 87 of Cuyahoga County Map Records;



Legal Description  
Overall Parcel  
Strongsville, Ohio  
September 24, 2015  
File No. 13853-LD002  
Page 2 of 2

- Course 6 Thence South 89°-52'-30" West, along the Northerly line of said Sterling Point Subdivision Phases III and IV, a distance of 978.07 feet to a point on the centerline of said Prospect Road;
- Course 7 Thence North 00°-04'-04" West, along the centerline of said Prospect Road, a distance of 1228.49 feet to place of beginning and containing 27.2247 Acres (1,185,910 S.F.) of land.

Excepting Therefrom the Following Described Premises, Local Business Zoned Parcel

Beginning at a iron pin monument found at the intersection of the centerline of Royalton Road (State Route 82) (Width Varies) and the centerline of Prospect Road (County Highway 50) (Width Varies);

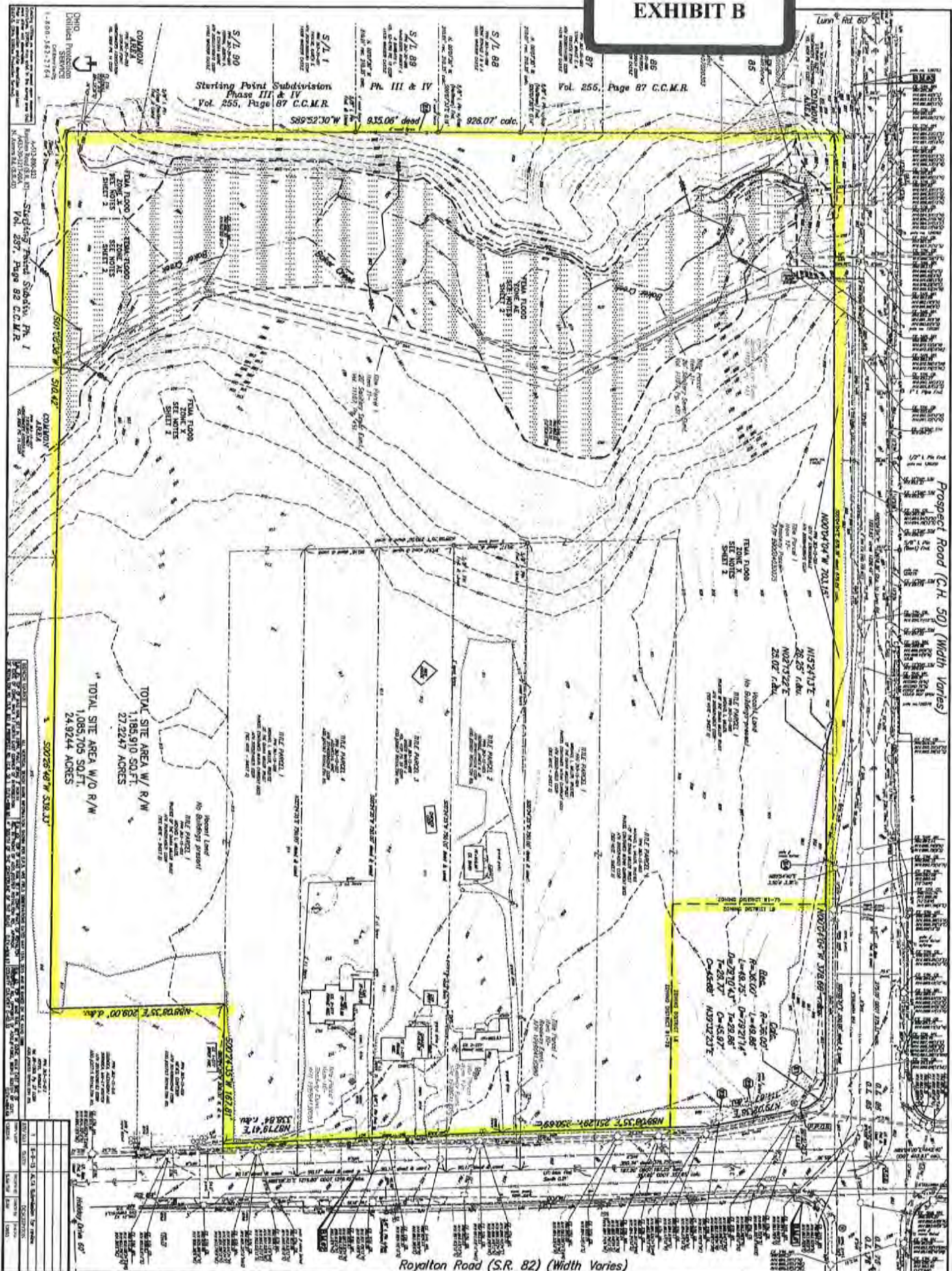
- Course 1 Thence North 88°-08'-35" East, along the centerline of said Royalton Road, a distance of 245.93 feet to the Northwesterly corner of a Permanent Parcel Number 393-15-003 and conveyed to Michael L. Miller, Trustee of the Diana Miller Trust as recorded in AFN 20052140531 of Cuyahoga County Deed Records;
- Course 2 Thence South 00°-24'-35" West, along the Westerly line of said P.P.N. 393-15-003, a distance of 320.00 feet;
- Course 3 Thence South 88°-08'-35" West, a distance of 243.26 feet to a point on the centerline of said Prospect Road;
- Course 4 Thence North 00°-04'-04" West, along the centerline of said Prospect Road, a distance of 320.16 feet to place of beginning and containing 1.7969 Acres (78,271 S.F.) of land.

Lands contained in this parcel are adjusted, after removing Local Business Parcel, to 25.4278 Acres (1,107,639 S.F.) of land.

Basis of bearing for this survey is Grid North of the NAD83 (CORS96), Ohio State Plane, North Zone (3401) as established by GPS observations and is used to denotes angles only.

Be the same more or less, but subject to all legal highways and easements of record

**EXHIBIT B**



NEFF ASSOCIATES

1 OF 2

Falcon Realty Resources, LLC - Lattosa Engineering, Inc - S.R. 82 & C.R. 50  
**ALTA/ ACSM LAND TITLE SURVEY**  
 CITY OF STRONGVILLE, COUNTY OF CUYAHOGA, STATE OF OHIO

Scale: 1" = 100'

North Arrow





CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2015 – 199

By: Mr. Maloney

**AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN VACANT REAL ESTATE LOCATED AT ROYALTON ROAD AND PROSPECT ROAD (PART OF PPN 393-15-002) IN THE CITY OF STRONGSVILLE FROM LB (LOCAL BUSINESS) CLASSIFICATION TO GB (GENERAL BUSINESS) CLASSIFICATION, AND DECLARING AN EMERGENCY.**

WHEREAS, the owners of certain vacant property located at Royalton Road to the north and Prospect Road to the west, and further known as being part of Permanent Parcel No. 393-15-002 (the "Property") have submitted, through their authorized agent, an amended petition to the City requesting rezoning of the property from LB (Local Business) classification to GB (General Business) classification.

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

**Section 1.** That the Zoning Map of the City of Strongsville, adopted by Section 1250.03 of Title Six, Part Twelve of the Codified Ordinances of Strongsville, be amended to change the zoning classification of certain vacant property located at Royalton Road to the north and Prospect Road to the west, and further known as being part of PPN 393-15-002, from LB (Local Business) classification to GB (General Business) classification, which property is more fully described in Exhibit "A" and as depicted in Exhibit "B", attached hereto and incorporated herein as if fully rewritten.

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

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

**CITY OF STRONGSVILLE, OHIO**  
**ORDINANCE NO. 2015 – 199**  
**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 immediately necessary to rezone such property in order to provide for the orderly development of lots and lands within the City, to afford the applicant an opportunity to submit plans and commence construction, and to enhance economic development within the City. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

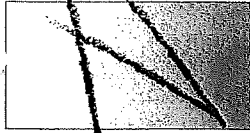
First reading: \_\_\_\_\_ Referred to Planning Commission  
 Second reading: \_\_\_\_\_  
 Third reading: \_\_\_\_\_ Approved: \_\_\_\_\_  
 Public Hearing: \_\_\_\_\_

\_\_\_\_\_  
 President of Council  
 Approved: \_\_\_\_\_  
 Mayor  
 Date Passed: \_\_\_\_\_ Date Approved: \_\_\_\_\_

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

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

ORD. No. 2015-199 Amended: \_\_\_\_\_  
 1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_



**NEFF**  
& ASSOCIATES

Civil Engineers + Landscape Architects + Planners + Surveyors  
Traffic Engineers + Environmental Engineers

**Legal Description**

Local Business Zoning Parcel Rezoned to **General Business (GB)**

Strongsville, Ohio

September 24, 2015

File No. 13853-LD003

Page 1 of 1

Situated in the City of Strongsville, County of Cuyahoga, State of Ohio and known as being part of Original Strongsville Township Lot No. 76 and is further bounded and described as follows:

Beginning at a iron pin monument found at the intersection of the centerline of Royalton Road (State Route 82) (Width Varies) and the centerline of Prospect Road (County Highway 50) (Width Varies);

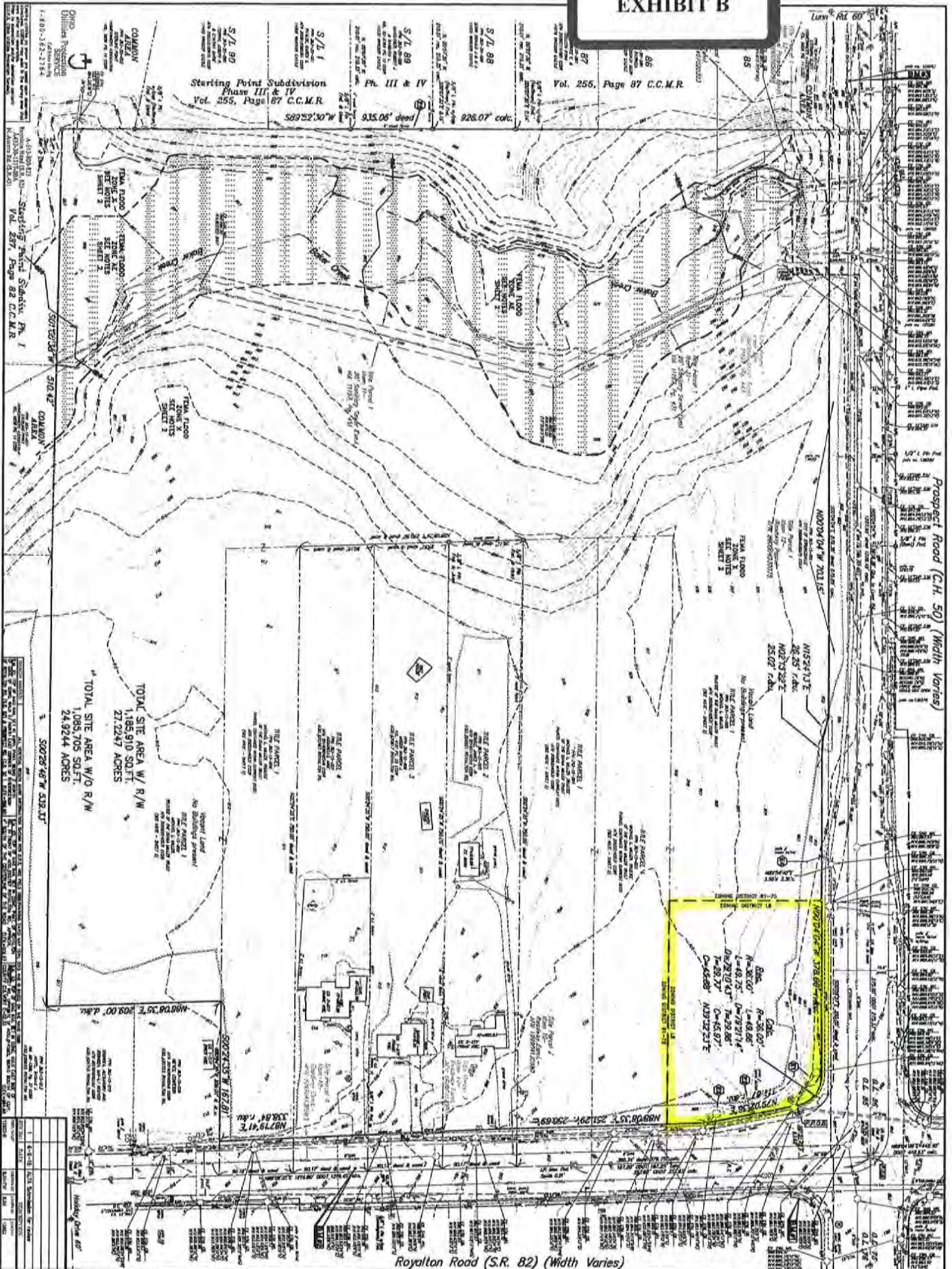
- Course 1 Thence North 88°-08'-35" East, along the centerline of said Royalton Road, a distance of 245.93 feet to the Northwesterly corner of a Permanent Parcel Number 393-15-003 and conveyed to Michael L. Miller, Trustee of the Diana Miller Trust as recorded in AFN 20052140531 of Cuyahoga County Deed Records;
- Course 2 Thence South 00°-24'-35" West, along the Westerly line of said P.P.N. 393-15-003, a distance of 320.00 feet;
- Course 3 Thence South 88°-08'-35" West, a distance of 243.26 feet to a point on the centerline of said Prospect Road;
- Course 4 Thence North 00°-04'-04" West, along the centerline of said Prospect Road, a distance of 320.16 feet to place of beginning and containing 1.7969 Acres (78,271 S.F.) of land.

Basis of bearing for this survey is Grid North of the NAD83 (CORS96), Ohio State Plane, North Zone (3401) as established by GPS observations and is used to denotes angles only.

Be the same more or less, but subject to all legal highways and easements of record



**EXHIBIT B**



Starting Point Subdivision  
Phase III & IV  
Vol. 255, Page 87 C.C.M.R.

OHIO  
Delinea  
Professional  
Surveyors  
1-800-563-3184

TOTAL FLOOD  
ZONE 1  
SEE NOTES  
SHEET 1

TOTAL FLOOD  
ZONE 2  
SEE NOTES  
SHEET 2

TOTAL SITE AREA W/ R/W  
1,185,910 SQ.FT.  
27,224.7 ACRES

TOTAL SITE AREA W/O R/W  
1,083,705 SQ.FT.  
24,924.4 ACRES

NO.	DESCRIPTION	DATE
1	AS SHOWN	10/20/11
2	AS SHOWN	10/20/11
3	AS SHOWN	10/20/11
4	AS SHOWN	10/20/11
5	AS SHOWN	10/20/11
6	AS SHOWN	10/20/11
7	AS SHOWN	10/20/11
8	AS SHOWN	10/20/11
9	AS SHOWN	10/20/11
10	AS SHOWN	10/20/11

Royalton Road (S.R. 82) (Width Varies)

Falcons Realty Resources, LLC - Lellos Engineering, Inc. - S.R. 82 & D.R. 50  
ALTA/ ACSM LAND TITLE SURVEY  
CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA, STATE OF OHIO

NEFF  
& ASSOCIATES

SHEET NO.  
1 OF 2







CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2015 – 200

By: Mr. Maloney

**A RESOLUTION APPROVING AN AMENDED DEVELOPMENT PLAN AND SITE PLAN FOR SOUTHPARK MALL TO PERMIT RENOVATIONS TO CONVERT THE FORMER GIANT EAGLE BUILDING INTO A MULTI-TENANT FACILITY; AND DECLARING AN EMERGENCY.**

WHEREAS, the Developer has proposed an amendment to the Final Development Plan for SouthPark Mall originally approved by the Council through Resolution No. 1991-17; and

WHEREAS, The Commons at SouthPark, LLC, through its Agent, is desirous of amending the Development Plan by providing for renovations to convert the former Giant Eagle building into a multi-tenant facility to include five (5) retail tenants and three (3) restaurant uses on PPN 396-20-005, located at 17887 SouthPark Center, which property is zoned Shopping Center; and

WHEREAS, pursuant to Codified Ordinance §1258.21, The Commons at SouthPark, LLC, through its Agent, submitted the Amended Development Plan and Site Plan to the Planning Commission for its report and recommendation, and the Planning Commission gave a favorable recommendation to the proposed Amended Development Plan and Site Plan at its meeting of September 24, 2015.

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 approves the Amended Development Plan and Site Plan submitted to the City by The Commons at SouthPark, LLC, through its Agent, and dated September 24, 2015 for SouthPark Mall, which Amended Development Plan and Site Plan provide for renovations to convert the former Giant Eagle building into a multi-tenant facility to include five (5) retail tenants and three (3) restaurant uses on PPN 396-20-005, located at 17887 Southpark Center, copies of which are attached hereto as Exhibits A and B, and incorporated herein.

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

**CITY OF STRONGSVILLE, OHIO**  
**RESOLUTION NO. 2015 – 200**  
**Page 2**

**Section 3.** That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to promote development within the City, to preserve jobs, and serve the public. Therefore, provided this Resolution receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

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

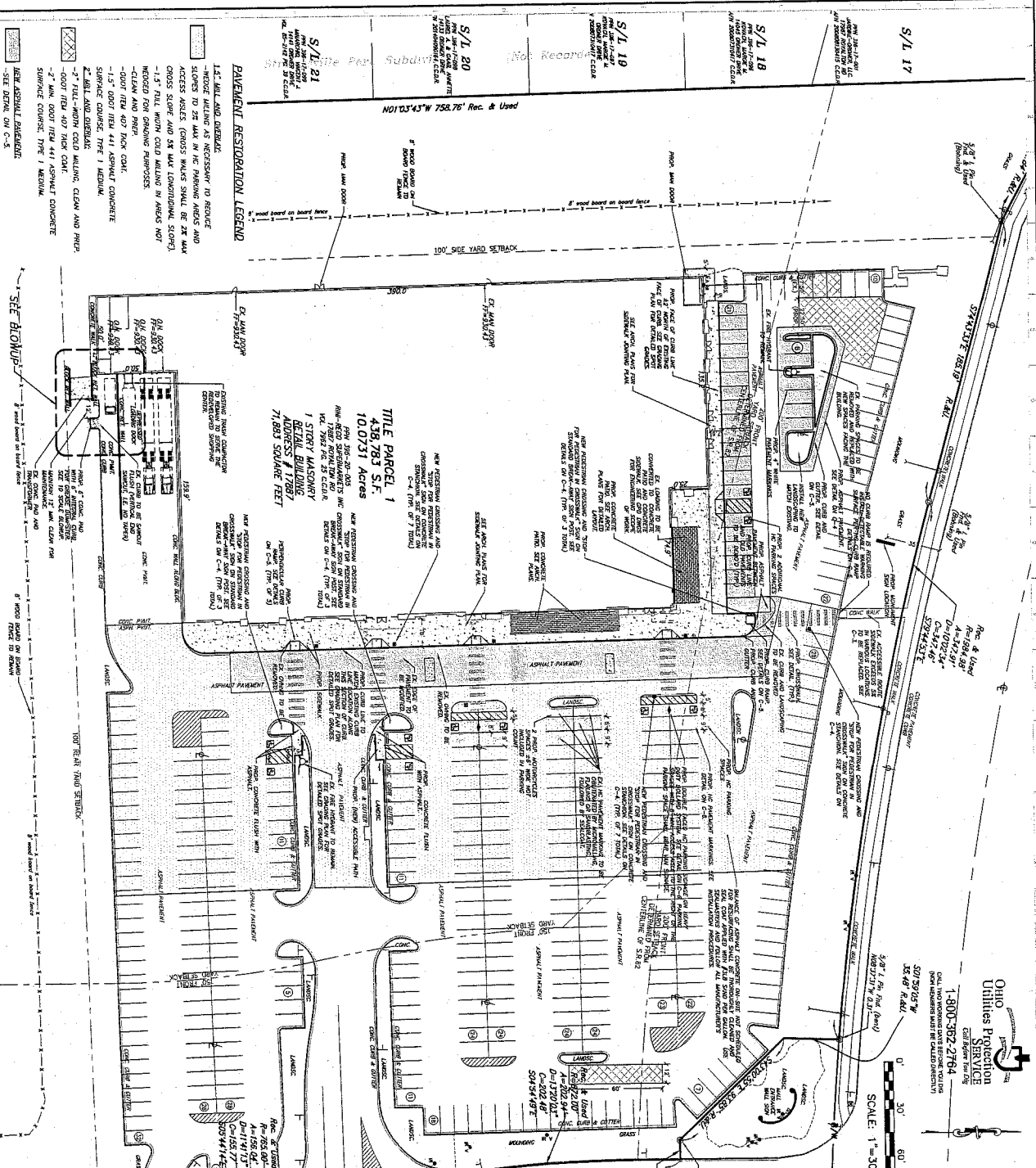
Approved: \_\_\_\_\_  
 Mayor

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

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

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

*RES*  
 ORD. No. 2015-200 Amended: \_\_\_\_\_  
 1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_



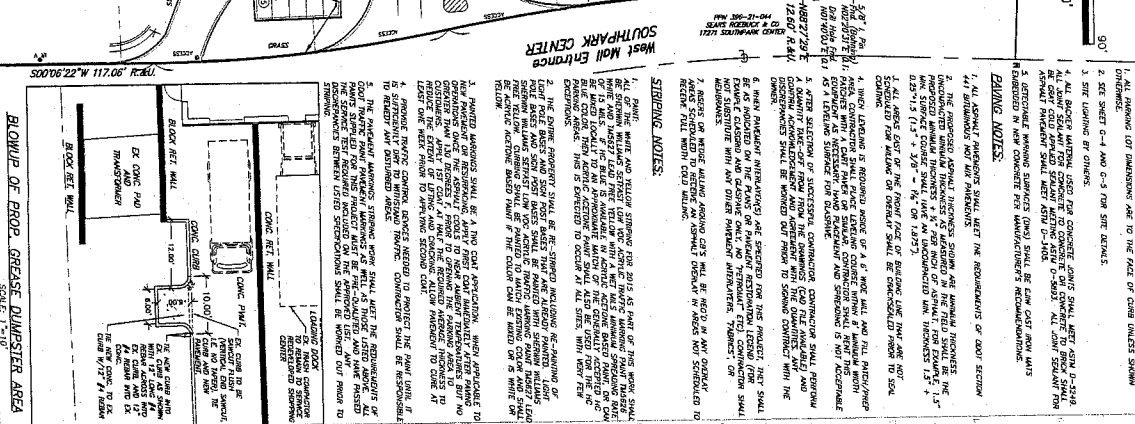
**Ohio**  
**Utilities Protection**  
**Division**  
**1-800-382-2784**  
 (ALL INFORMATION IS SUBJECT TO THE TERMS AND CONDITIONS OF THE UTILITY PROTECTION ACT)

**SITE STATISTICS:**

- EXISTING ZONING: SC (GENERAL CENTER) DISTRICT
- EXISTING LOT AREA OF DISTURBANCE: 1.14 AC
- EXISTING PARKING: 308 SPACES
- REQUIRED PARKING: 308 SPACES
- PROPOSED PARKING: 308 SPACES
- PROPOSED WALK SPACES: 2 (1 FOR EVERY 60 C SPACES)

**SITE PLAN NOTES:**

- ALL DIMENSIONS OF BUILDINGS ARE TO THE FACE OF CURB UNLESS SHOWN OTHERWISE.
- SEE SHEET C-4 AND C-5 FOR SITE DETAILS.
- SEE LANDING OF CURBS.
- ALL ROOF WATER SHALL BE COLLECTED IN GUTTERS AND SHALL BE DISCHARGED TO THE STREET OR TO A DRAINAGE SYSTEM.
- ALL CURB CUTS SHALL BE CONFORMANT WITH THE REQUIREMENTS OF THE OHIO ASPHALT PAVEMENT SHALL MEET ASTM D-2186.
- ALL CURB CUTS SHALL BE CONFORMANT WITH THE REQUIREMENTS OF THE OHIO ASPHALT PAVEMENT SHALL MEET ASTM D-2186.
- ALL CURB CUTS SHALL BE CONFORMANT WITH THE REQUIREMENTS OF THE OHIO ASPHALT PAVEMENT SHALL MEET ASTM D-2186.



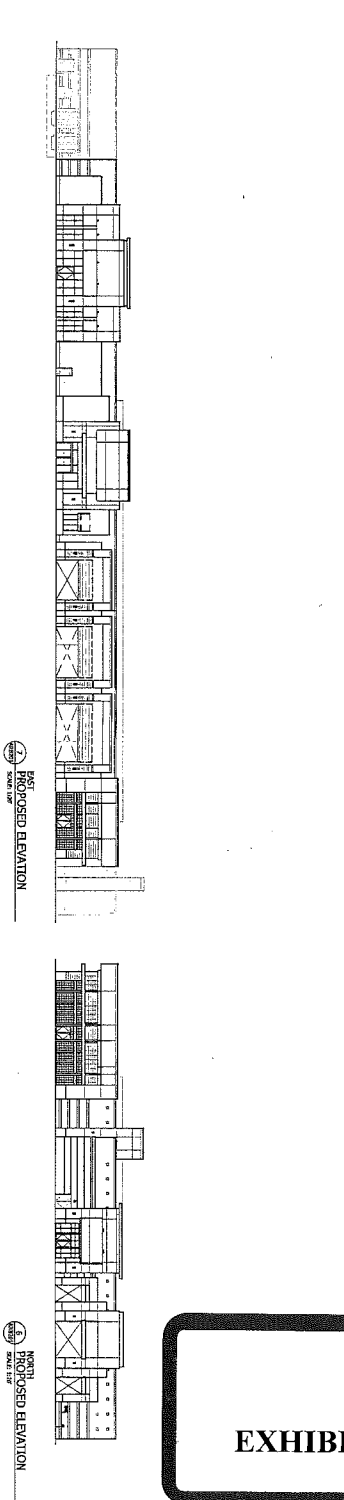
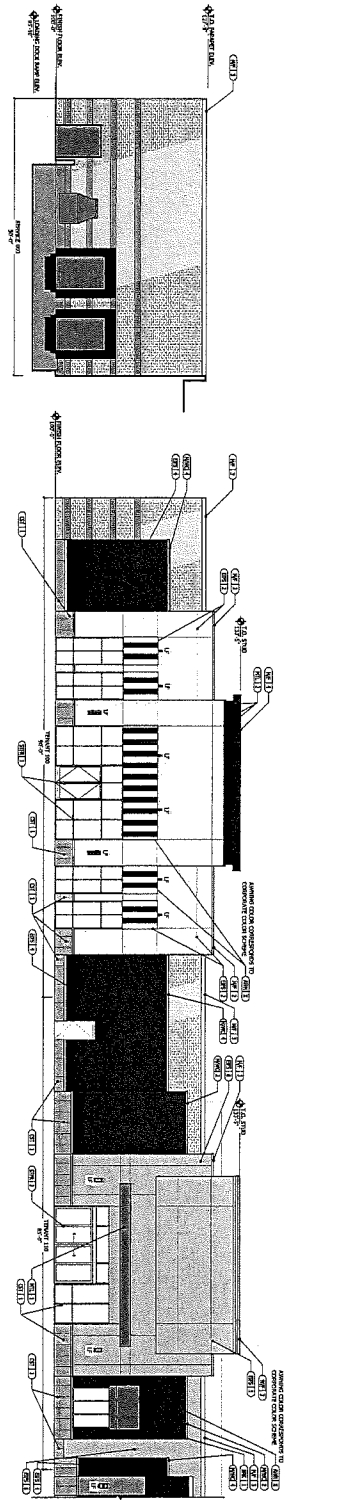
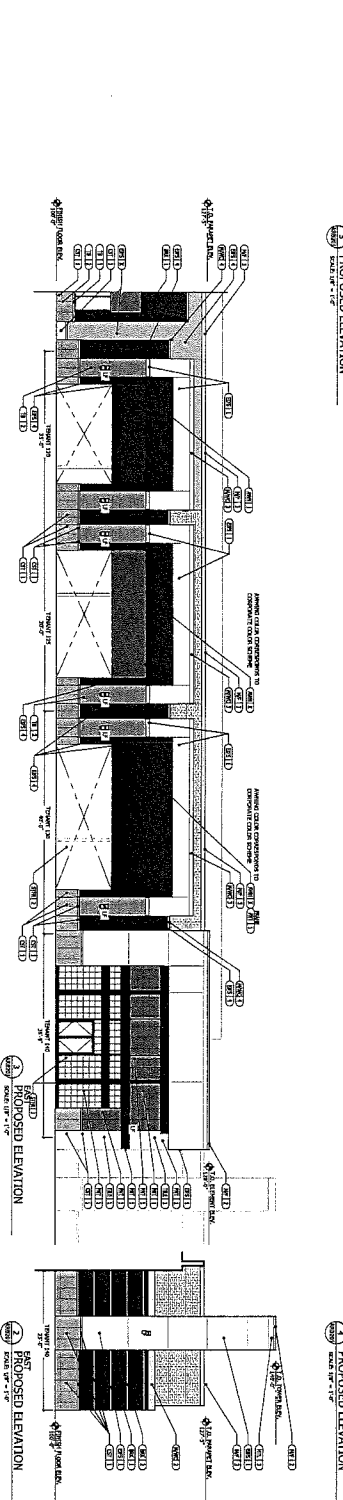
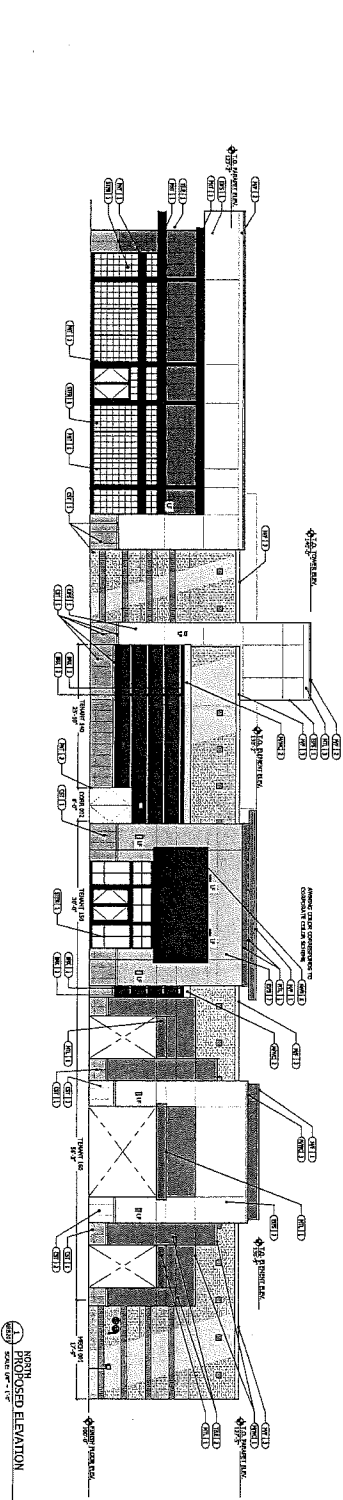
**The Commons at SouthPark**  
 17887 SouthPark Center Strongsville, OH 44136  
 CIVCON Engineering Consultants, Inc.  
 CONTACT: FRANK R. WILLIAMS, P.E. PHONE (216) 226-6723 FAX (216) 226-6730

DATE	06/20/2015	DESIGNER	FRANK R. WILLIAMS, P.E.
DATE	06/20/2015	CHECKER	FRANK R. WILLIAMS, P.E.
DATE	06/20/2015	APPROVER	FRANK R. WILLIAMS, P.E.
DATE	06/20/2015	REVISION	SEE BAA SCALE

**C-2**

**CIVCON**  
 CIVCON Engineering Consultants, Inc.  
 17887 SouthPark Center  
 Strongsville, OH 44136  
 (216) 226-6723  
 www.civcon.com

**EXHIBIT A**



**EXHIBIT B**

ARB201	PROPOSED NORTH AND EAST ELEVATIONS		
	DATE: 11/15/2017	DRAWN BY: [Name]	CHECKED BY: [Name]

THE COMMONS AT SOUTHPARK  
SOUTHPARK MALL  
STRONGVILLE, OHIO

STARWOOD RETAIL PARTNERS

**DORSKY & YUE INTERNATIONAL ARCHITECTURE**

10000 WILSON AVENUE, SUITE 100, CLEVELAND, OHIO 44124  
TEL: (216) 431-1100 FAX: (216) 431-1101  
WWW.DORSKYANDYUE.COM

NOTE: THESE DRAWINGS ARE BASED ON INFORMATION PROVIDED BY CLIENTS AND ARE NOT TO BE USED FOR CONSTRUCTION WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT. THE ARCHITECT IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THESE DRAWINGS OR FOR ANY CONSTRUCTION SO FAR AS SUCH CONSTRUCTION IS REQUIRED.

DATE:	11/15/2017
PROJECT:	THE COMMONS AT SOUTHPARK
SCALE:	1/8" = 1'-0"

CITY OF STRONGSVILLE, OHIO  
ORDINANCE NO. 2015 - 201  
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 2015 AND REPEALING ORDINANCE NUMBER 2015-189.

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

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

<u>General Fund - 101</u>					
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
101	Total General Fund	\$ 16,088,700.00	\$ 8,149,700.00	\$ 14,425,000.00	\$ 38,663,400.00

<u>Special Revenue Funds - 200</u>					
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
203	Police Pension	\$ 1,301,300.00	\$ -	\$ -	\$ 1,301,300.00
204	Street Construction & Maintenance	5,312,900.00	4,867,600.00	-	10,180,500.00
205	State Highway Maintenance	-	160,000.00	-	160,000.00
206	Motor Vehicle License Tax	-	400,000.00	-	400,000.00
207	Emergency Vehicle Fund	-	1,625,000.00	-	1,625,000.00
208	Fire Levy	7,687,300.00	876,000.00	-	8,563,300.00
209	Fire Pension	1,436,300.00	-	-	1,436,300.00
211	Clerk of Court	-	45,000.00	-	45,000.00
212	Drainage Levy	-	854,500.00	360,000.00	1,214,500.00
213	FEMA	-	60,359.00	223,944.00	284,303.00
214	Multi-Purpose Complex	3,212,600.00	2,081,400.00	-	5,294,000.00
215	Southwest General Hospital	-	334,902.00	-	334,902.00
216	Law Enforcement Federal Seizures	-	5,500.00	-	5,500.00
217	Law Enforcement State Seizures	-	6,000.00	-	6,000.00
218	Law Enforcement Drug Fine	-	400.00	-	400.00
219	Law Enforcement DWI/DUI	-	10,000.00	-	10,000.00
220	Tree Fund	-	106,000.00	-	106,000.00
222	Community Diversion	10,200.00	1,500.00	-	11,700.00
224	Earned Benefits	800,000.00	-	-	800,000.00
200	Total Special Revenue Funds	\$ 19,760,600.00	\$ 11,434,161.00	\$ 583,944.00	\$ 31,778,705.00

<u>Debt Service Funds - 300</u>					
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
331	General Bond Retirement	\$ -	\$ 12,079,463.00	\$ -	\$ 12,079,463.00
333	Pearl Road TIF # 1 Fund	-	2,541,360.00	300,000.00	2,841,360.00
334	Royalton Road TIF Fund	-	156,875.00	-	156,875.00
335	Pearl Road TIF # 2 Fund	-	1,000.00	-	1,000.00
300	Total Debt Service Funds	\$ -	\$ 14,778,698.00	\$ 300,000.00	\$ 15,078,698.00

<u>Capital Improvement Capital Project Funds - 400</u>					
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
441	Recreation Capital Improvement	\$ -	\$ 500,000.00	\$ -	\$ 500,000.00
442	General Capital Improvement	-	11,233,500.00	-	11,233,500.00
444	Pearl Road Capital Improvement	-	841,763.00	2,200,000.00	3,041,763.00
400	Total Capital Project Funds	\$ -	\$ 12,575,263.00	\$ 2,200,000.00	\$ 14,775,263.00



Enterprise Funds - 500

Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
551	Sanitary Sewer	\$ 1,389,600.00	\$ 6,681,734.00	\$ -	\$ 8,071,334.00

Internal Service Fund - 600

Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
664	Workers' Compensation Reserve	\$ -	\$ 320,000.00	\$ -	\$ 320,000.00

<b>Grand Total All Funds</b>		<b>\$ 37,238,900.00</b>	<b>\$ 53,939,556.00</b>	<b>\$ 17,508,944.00</b>	<b>\$ 108,687,400.00</b>
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Itemized list of Transfers and Advances by Fund

Description	Amount
General Fund to Street Construction Fund	\$ 3,370,000.00
General Fund to Fire Levy Fund	2,665,000.00
General Fund to Multi-Complex Fund	2,050,000.00
General Fund to Police Pension Fund	840,000.00
General Fund to Fire Pension Fund	900,000.00
General Fund to Drainage Levy Fund	300,000.00
General Fund to Earned Benefits Fund	600,000.00
General Fund to Recreation Capital Improvement Fund	400,000.00
General Fund to Pearl Road Capital Improvement Fund	400,000.00
General Fund to General Capital Improvement Fund	2,600,000.00
<b>Total Transfers</b>	<b>\$ 14,125,000.00</b>
General Fund to Pearl Road Tax Incremental Financing Fund #1	300,000.00
Drainage Levy to General Fund	360,000.00
FEMA Fund to General Fund	223,944.00
Pearl Road Tax Incremental Financing Fund #1 to General Fund	300,000.00
Pearl Road Capital Improvement Fund Phase II to General Fund	2,200,000.00
<b>Total Advances and Advance Repayments</b>	<b>\$ 3,383,944.00</b>
<b>Total Transfers, Advances and Advance Repayments</b>	<b>\$ 17,508,944.00</b>

Section 2: That all expenditures within the fiscal year ending December 31, 2015 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

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

ORD. No. 2015-201 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	\$ 321,900.00	\$ 33,500.00	\$ -	\$ 355,400.00
011411	Mayors Office	344,000.00	18,800.00	-	362,800.00
015412	Police Department	8,908,500.00	1,112,300.00	-	10,020,800.00
015412	Street Lighting	-	366,700.00	-	366,700.00
011413	Human Resources	227,200.00	96,000.00	-	323,200.00
011414	Finance Department	506,600.00	32,000.00	-	538,600.00
011415	Legal Department	462,900.00	140,300.00	-	603,200.00
011416	Communication & Technology	644,500.00	881,400.00	-	1,525,900.00
011417	Building Department	1,029,600.00	270,700.00	-	1,300,300.00
011418	Mayors Court	119,400.00	80,000.00	-	199,400.00
011420	Rubbish Department	-	2,311,500.00	-	2,311,500.00
011421	Cemetery Department	125,100.00	53,900.00	-	179,000.00
011421	County Board of Health	-	175,500.00	-	175,500.00
011422	Architectural Board of Review	-	6,000.00	-	6,000.00
011423	Planning Commission	105,000.00	61,000.00	-	166,000.00
011424	Civil Service	-	47,000.00	-	47,000.00
011425	Board of Appeals	-	11,000.00	-	11,000.00
011428	Parks Department	103,500.00	287,100.00	-	390,600.00
011430	General Miscellaneous	-	1,713,700.00	-	1,713,700.00
011435	Economic Development	143,100.00	148,700.00	-	291,800.00
015414	Corrections Officers	764,400.00	140,500.00	-	904,900.00
011435	Regional Dispatch Center	2,125,400.00	156,100.00	-	2,281,500.00
011452	Public Safety	157,600.00	6,000.00	-	163,600.00
011468	Non Government Transfers	-	-	14,425,000.00	14,425,000.00
	<b>Total General Fund</b>	<b>\$ 16,088,700.00</b>	<b>\$ 8,149,700.00</b>	<b>\$ 14,425,000.00</b>	<b>\$ 38,663,400.00</b>
031000	Police Pension	1,301,300.00	-	-	1,301,300.00
046419	Street Repairs	4,410,400.00	2,546,100.00	-	6,956,500.00
046426	Traffic Signal Maintenance	225,800.00	230,500.00	-	456,300.00
046427	Snow Removal	-	1,185,000.00	-	1,185,000.00
046433	Municipal Garage	676,700.00	906,000.00	-	1,582,700.00
056000	State Highway Maintenance	-	160,000.00	-	160,000.00
066000	Motor Vehicle License Tax	-	400,000.00	-	400,000.00
075000	Emergency Vehicle Fund	-	1,625,000.00	-	1,625,000.00
085000	Fire Levy	7,687,300.00	568,100.00	-	8,255,400.00
085001	Fire Station Ward 1	-	66,000.00	-	66,000.00
085002	Fire Station Ward 2	-	81,000.00	-	81,000.00
085003	Fire Station Ward 3	-	31,000.00	-	31,000.00
085004	Fire Station Ward 4	-	129,900.00	-	129,900.00
095000	Fire Pension	1,436,300.00	-	-	1,436,300.00
111000	Clerk of Court	-	45,000.00	-	45,000.00
121000	Drainage Levy	-	854,500.00	360,000.00	1,214,500.00
131000	FEMA	-	60,359.00	223,944.00	284,303.00
143304	Sports Programs	268,800.00	166,600.00	-	435,400.00
143305	Recreation Administration	462,100.00	716,000.00	-	1,178,100.00
143306	Fitness	460,600.00	144,900.00	-	605,500.00
143309	Ice Rink	-	282,500.00	-	282,500.00
143310	Aquatics	691,200.00	152,300.00	-	843,500.00
143311	Recreation Programs	219,000.00	30,200.00	-	249,200.00
143430	Special Events	-	16,200.00	-	16,200.00
143431	Old Town Hall	10,200.00	16,100.00	-	26,300.00
143439	Senior Services	569,800.00	308,900.00	-	878,700.00
143451	Recreation Maintenance	530,900.00	203,000.00	-	733,900.00
143500	Program Refunds	-	44,700.00	-	44,700.00
152000	Southwest General Hospital	-	334,902.00	-	334,902.00
165000	Law Enforcement Federal Seizures	-	5,500.00	-	5,500.00
175000	Law Enforcement State Seizures	-	6,000.00	-	6,000.00
185000	Law Enforcement Drug Fine	-	400.00	-	400.00
195000	Law Enforcement DWI/DUI	-	10,000.00	-	10,000.00
204000	Tree Maintenance	-	106,000.00	-	106,000.00
225000	Community Diversion	10,200.00	1,500.00	-	11,700.00
224000	Earned Benefits	800,000.00	-	-	800,000.00
3	<b>Total Special Revenue Funds</b>	<b>\$ 19,760,600.00</b>	<b>\$ 11,434,161.00</b>	<b>\$ 583,944.00</b>	<b>\$ 31,778,705.00</b>

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

Dept #	Department	Personal Service	Other	Transfers & Advances	Total
311000	General Bond Retirement	-	12,079,463.00	-	12,079,463.00
333000	Pearl Road TIF # 1	-	2,541,360.00	300,000.00	2,841,360.00
334000	Royalton Road TIF	-	156,875.00	-	156,875.00
335000	Pearl Road TIF # 2	-	1,000.00	-	1,000.00
	<b>Total Debt Service</b>	<b>\$ -</b>	<b>\$ 14,778,698.00</b>	<b>\$ 300,000.00</b>	<b>\$ 15,078,698.00</b>
413000	Recreation Capital Improvement	-	500,000.00	-	500,000.00
421000	General Capital Improvement	-	11,233,500.00	-	11,233,500.00
446200	Pearl Road Capital Improvement Phase II	-	841,763.00	2,200,000.00	3,041,763.00
	<b>Total Capital Projects</b>	<b>\$ -</b>	<b>\$ 12,575,263.00</b>	<b>\$ 2,200,000.00</b>	<b>\$ 14,775,263.00</b>
512501	Engineering and Administration	692,200.00	859,000.00	-	1,551,200.00
512502	Plant Expenditures	-	2,331,000.00	-	2,331,000.00
512503	Line Expenditures	697,400.00	790,000.00	-	1,487,400.00
512504	Sewer Capital Improvements	-	2,376,000.00	-	2,376,000.00
512505	Sewer Debt Payments	-	325,734.00	-	325,734.00
	<b>Total Sanitary Sewer</b>	<b>\$ 1,389,600.00</b>	<b>\$ 6,681,734.00</b>	<b>\$ -</b>	<b>\$ 8,071,334.00</b>
664000	Workers Compensation	-	320,000.00	-	320,000.00
	<b>GRAND TOTAL</b>	<b>\$ 37,238,900.00</b>	<b>\$ 53,939,556.00</b>	<b>\$ 17,508,944.00</b>	<b>\$ 108,687,400.00</b>

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2015 – 202

By: Mr. DeMio

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH CUYAHOGA COUNTY FOR FINANCIAL ASSISTANCE UNDER THE FISCAL YEAR (FY) 2014 STATE HOMELAND SECURITY PROGRAM, FOR REIMBURSEMENT OF VARIOUS TRAINING EXPENSES INCURRED BY THE CITY'S FIRE DEPARTMENT; AND DECLARING AN EMERGENCY.**

WHEREAS, pursuant to Resolution No. CPB2013-770, duly adopted on October 7, 2013, Cuyahoga County approved a grant for the Fiscal Year 2014 State Homeland Security Program ("FY13 SHSP"); and

WHEREAS, FY14 State Homeland Security grant funds were awarded to the County, for the County, and on behalf of the municipalities and other permissible agencies in Cuyahoga County for training; and

WHEREAS, Cuyahoga County, through its County Executive, has authorized a grant for FY14 SHSP funds for reimbursement of overtime and backfill expenses associated with attendance at hazardous materials training classes undertaken by members of the City of Strongsville Fire Department; and

WHEREAS, therefore, it is necessary that the County and the City enter into an Agreement on file with the City's Fire Department for reimbursement through grant funds, in the amount of \$382.26 for the period of August 12, 2015 through October 30, 2015.

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

**Section 1.** That this Council hereby approves and authorizes the Mayor to accept such funding and enter into an Agreement with Cuyahoga County under the FY14 State Homeland Security Program for reimbursement of overtime and backfill expenses associated with attendance at hazardous materials training classes by members of the City of Strongsville Fire Department, which expenditures shall not exceed the total amount of \$382.26 for the period of August 12, 2015 through October 30, 2015 for the grant award, with copies of such Agreement being on file with the City's Fire Department, and which in all respects is hereby approved.



**CITY OF STRONGSVILLE, OHIO**  
**ORDINANCE NO. 2015 – 202**  
**Page 2**

**Section 2.** That the Mayor, Director of Finance, and Fire Chief and/or their authorized representatives be and are hereby authorized and directed to provide, execute and deliver certifications, assurances and such other information as may be required in connection therewith.

**Section 3.** That the funds required to meet the City's obligation, if any, have been appropriated and shall be paid from the Fire Levy Fund.

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

**Section 5.** That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary in order to receive grant funds to assist in defraying costs of training, to enhance the ability of the Fire Department personnel to provide for homeland security, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

\_\_\_\_\_ Approved: \_\_\_\_\_  
 President of Council Mayor

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

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

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

ORD. No. 2015-202 Amended: \_\_\_\_\_  
 1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2015 – 203

By: Mr. DeMio

**AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR'S ENTERING INTO A CONTRACT WITH UNIVERSITY HOSPITALS OF CLEVELAND IN CONNECTION WITH A CUYAHOGA COUNTY OVI TASK FORCE GRANT AWARD RECEIVED FROM THE OHIO DEPARTMENT OF PUBLIC SAFETY, AND DECLARING AN EMERGENCY.**

WHEREAS, the Federal Highway Safety Act of 1966 directed the National Highway Traffic Safety Administration and Federal Highway Administration of the U.S. Department of Transportation to jointly administer various highway safety activities; and

WHEREAS, federal funds are administered through the Ohio Department of Public Safety (ODPS) to eligible entities for various targeted enforcement activity grant programs; and

WHEREAS, the City has been notified that University Hospitals of Cleveland has again received a Cuyahoga County OVI Task Force grant from the Ohio Department of Public Safety; and

WHEREAS, University Hospitals of Cleveland is desirous of once again engaging the City of Strongsville to provide targeted enforcement activity in connection with the aforesaid OVI Task Force grant, in furtherance of the City's participation in the "Click It or Ticket" program.

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

**Section 1.** That this Council hereby approves and authorizes the Mayor's entering into a Services Agreement with University Hospitals of Cleveland, a copy of which is attached hereto as Exhibit A; and further authorizes and directs the Mayor and other appropriate officers of the City to do all things necessary in furtherance thereof.

**Section 2.** That any funds required to meet the City's obligation under this Agreement, if any, have been appropriated in accordance with law and shall be paid from the General Fund.

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



**CITY OF STRONGSVILLE, OHIO**  
**ORDINANCE NO. 2015 – 203**  
**Page 2**

**Section 4.** That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to approve and authorize this agreement in order to participate in the Cuyahoga County OVI Task Force grant program and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

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

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

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

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

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

ORD. No. 2015-203 Amended: \_\_\_\_\_  
 1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

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

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**CONTRACT  
UNIVERSITY HOSPITALS OF CLEVELAND**

**SERVICES AGREEMENT**

**THIS AGREEMENT**, entered into as of this 1<sup>st</sup> Day of October 2015, by and between: UNIVERSITY HOSPITALS OF CLEVELAND, Cleveland, Ohio (hereinafter referred to as the "UHC") and the city of Strongsville and its Police Department (hereinafter referred to as the "subgrantee"), WITNESSETH:

WHEREAS, the UHC has received the Cuyahoga County OVI Task Force grant **OVITF-2016-18-00-00-00397-00** from the Ohio Department of Public Safety (ODPS) and is desirous of engaging the contract agency to provide targeted enforcement activity in completion of the aforementioned grant.

**NOW, THEREFORE**, the parties hereto do mutually agree as follows:

**I. SERVICE RENDERED BY SUBGRANTEE**

Targeted enforcement by sworn law enforcement officers done at approved problem sites in accordance with all applicable laws and grant terms. Targeted enforcement will be conducted in support of the Cuyahoga County OVI Task Force project goals, which are to decrease the incidence of OVI violations, decrease crashes where alcohol is a contributing factor, increase enforcement of OVI laws, enforce Ohio's occupant protection laws at sobriety checkpoints and saturation patrols with a zero-tolerance policy for non-compliance, participate in state and national mobilizations, use the low manpower OVI checkpoint model to conduct low-cost, highly-effective OVI checkpoints throughout Cuyahoga County and decrease incidence in Cuyahoga County of the following: fatal crashes, alcohol-related fatal crashes, alcohol-related motorcycle crashes. In addition:

- a.) Law Enforcement Reports: In months that the subgrantee conducts grant-related activity, the subgrantee will report traffic enforcement activity on the *Cuyahoga County OVI Task Force Report Form and/or OVI Checkpoint Activity Form* and financial claim information on the *Invoice Form*. Monthly activity reports shall be submitted to the UHC by the 10<sup>th</sup> day of the following month. Reports must be submitted electronically (no paper forms) via e-mail. Reporting must be submitted electronically using the forms provided by the UHC via email or flash drive (subgrantee preference) to the subgrantee representative(s). Justification for sites selected for enforcement activity should be documented and maintained as a part of the subgrantee's file for this Agreement.
- b.) Training Certification: The subgrantee will assure that all enforcement personnel to be involved in approved enforcement-related activity will be certified in the following types(s) of training, as appropriate:
  - Speed-related Traffic Enforcement -- Proper Use of Speed Detection Equipment Training
  - Sobriety Checkpoints/Alcohol-related Traffic Enforcement --SFST Training and Sobriety Checkpoint Training: training in standard procedures and operations associated with staffing and staging low manpower OVI checkpoints and saturation patrols.
- c.) Enforcement Hours Eligibility: Direct labor hours expended in traffic safety enforcement programs must be over and above the normal active pay status workweek as defined in the subgrantee's work rules or contracts. Part-time permanent staff is eligible for funding. Only one officer per patrol car will be funded as part of traffic enforcement grants.
- d.) Safety Belt Policy: Subgrantee must have a policy statement requiring employees to wear safety belts. All personnel working under this contract must wear safety belts. Subgrantee must agree to conduct zero-tolerance enforcement of Ohio's occupant restraint laws.
- e.) Enforcing Safety Belt Laws: Subgrantee will enforce all safety belt and child passenger safety (CPS) laws on all traffic stops made under this grant.
- f.) Pursuit Policy: Subgrantee must have a policy statement regarding the guidelines for making decisions with regard to vehicular pursuit in accordance with NHTSA and IACP recommendations.
- g.) Fatal Crash Data Review Committee: Subgrantee must provide crash reports in which there was a fatality to the UHC within 30 days of a fatal crash. Subgrantee must agree to participate in the Fatal Crash Review Committee

to review fatal crash reports to determine patterns or trends that can aid in developing future traffic safety countermeasures.

- h.) Required activity: All agencies receiving federal funding for overtime enforcement are required to participate in and report by the required deadlines on the "Click It or Ticket" (CIOT) mobilization and the Labor Day Alcohol mobilization. Scheduled dates for the mobilizations are: CIOT – May 23—June 6, 2016. Alcohol mobilization – August 19 – September 5, 2016. These dates are subject to change according to Federal requirements.

## II. COMPENSATION AND PAYMENT

Compensation shall be on the basis of direct costs based on actual activity completed, not to exceed \$6,023.28 for all services performed under this Agreement. To be eligible for reimbursement, subgrantee will complete and submit an invoice detailing name and rank of officer working the overtime activity, date, time and hours worked, overtime rate earned and check/warrant/voucher number of overtime payment. Subgrantee will provide a detail of citations issued and arrests made during overtime activity using a form provided by the UHC. Reimbursement will only be made for actual costs incurred in support of the project. Reimbursement will not be made for activity that is considered **supplanting**, including: (a.) replacing routine and/or existing expenditures with the use of Federal grant funds and/or (b.) using Federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of the subgrantee. All payments under this Agreement shall be subject to recovery by the ODPS or other Federal or state governmental agencies in the event not deemed not to comply with any applicable requirements.

This agreement is to be funded under the federal grant program that begins October 1, 2015. Funding of this Agreement is dependent upon the availability of federal funds as appropriated and obligated by the US Department of Transportation and the Ohio Department of Public Safety for FFY2016. Should any change in federal or State of Ohio funding adversely affect the UHC's ability to implement an approved agreement, the UHC reserves the right to revise or terminate any approved contract in writing without liability. For additional information regarding the termination of an approved FFY2016 agreement, refer to section VIII of this Agreement.

The UHC reserves the right to limit agreement amounts at any time based on performance and/or available funding.

## III. DELIVERY OF SERVICES

The subgrantee will complete all work no later than September 30, 2016.

Performance reports will be required on a monthly as-worked basis. Performance reports shall include brief information on (1) detailed cost/billing information completed on the *Invoice Form*; (2) *Cuyahoga County OVI Task Force Report Form* and/or the *OVI Checkpoint Activity Form*.

The Subgrantee may not secure a patent or copyright in the United States or any other country for any product resulting from this Agreement.

## IV. SUBCONTRACTORS

The subgrantee shall not subcontract, in whole or in part, with any other firm, partnership, corporation, or entity to perform the services to be done on this project without prior approval from the UHC.

The Subgrantee warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Subgrantee to solicit or secure this agreement and has not paid or has not agreed to pay any fee, commission, percentage, brokerage fee, gift, or contingent fee in violation hereof.

## V. MAINTENANCE OF RECORDS

Subgrantee shall maintain all records pertaining to this contract for a minimum of three (3) years and pursuant to the requirements of the Ohio Department of Public Safety. This Agreement provides the right of any authorized representative of the federal or state government to audit and inspect any and/or all project-related records at all

reasonable normal working hours during the contract period and for a period of three (3) years after the completion of this contract.

Subgrantee shall obtain and retain in force worker's compensation and proof of liability insurance for its employees and autos operated by them for and during their employment. Certification of Insurance will be provided to the UHC before the start of this contract.

#### **VI. ASSURANCE REGARDING PARENT CONTRACT**

The provisions of this agreement include all of the conditions and assurances of the parent agreement **OVITF-2016-18-00-00-00397-00**, dated October 1, 2015 between the Ohio Department of Public Safety and the UHC and the additional subgrantee provisions which are attached hereto as an appendix, and compliance with all applicable laws, all of which are incorporated as if fully set forth herein.

#### **VII. SANCTIONS FOR NON-COMPLIANCE**

Should Subgrantee fail to fulfill any of its contractual duties in a timely manner, the UHC shall notify subgrantee in writing as to such deficiencies. Such notification shall be sent by certified mail, return receipt requested. Subgrantee shall have 30 days to resolve such deficiencies, unless otherwise stated by UHC.

If a dispute over the terms of this Agreement arises, such dispute shall be resolved in the manner set out by the policies of the Ohio Department of Public Safety.

#### **VIII. TERMINATION**

Either party may terminate **FOR CAUSE** with 30 days prior written notice. Subgrantee understands the nature of work to be conducted under this Agreement and, in view of the time restrictions imposed by the Ohio Department of Public Safety; the work must be completed in a timely manner. Therefore, Subgrantee agrees that if it is the terminating party, it shall provide all necessary information, at no additional cost, to the subsequent party fulfilling the duties set forth in this agreement.

Should this Agreement be terminated with cause by the UHC, said UHC will be financially obligated only for those services rendered prior to the termination of this Agreement. In the event this Agreement is terminated due to lack of governmental funding, UHC shall have no liability of any kind to subgrantee.

#### **IX. DISCLAIMER**

This agreement disclaims the Ohio Traffic Safety Office, Ohio Department of Public Safety, UHC, and University Hospitals Health System, and their affiliates, officers, directors and employees (Collectively "UHHS") and the Federal government from liability of any kind, including, but not limited to, Workers' Compensation, FICA, unemployment compensation, or any other obligation or payment of an employer/employee relationship between the Subgrantee and its employees.

This Agreement disclaims the Ohio Traffic Safety Office, the Ohio Department of Public Safety, the Federal Government (e.g., National Highway Traffic Safety Administration, Federal Highway Administration), and UHHS from harm from suits, actions or claims resulting from negligence, acts or omissions by the Subgrantee.

#### **X. ADDITIONAL TERMS**

Subgrantee shall comply with all federal, state, county, township and local government statutes, laws, regulations, ordinances and resolutions.

During the term of this agreement, the Subgrantee for itself, its assignees, and successors in interest, agrees to comply with the following regulations including any amendments thereto and all other applicable requirements as if fully set forth herein:

- A. Nondiscrimination requirements in federally assisted programs of the U.S. Department of Transportation, Title 49 Code of Federal Regulations.

- B. Minority Business Enterprise and Women's Business Enterprise subcontracting requirements as set forth by Title 49, Code of Federal Regulations.
- C. Rehabilitation Act of 1973 and Title VII of 49 Code of Federal Regulations.
- D. Equal Opportunity requirements set forth by Title 41 Code of Federal Regulations and Executive Order 11246.
- E. Labor Relations requirements set forth in sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by the Department of Labor Regulations (29 CFR, Part 5).
- F. Energy Policy requirements contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

All reports shall include the following statement:

“Funding provided in part or solely by the: National Highway Traffic Safety Administration, Federal Highway Administration, Ohio Department of Public Safety, and Ohio Traffic Safety Office.”

Studies and evaluations should also include the following disclaimer:

“The opinions, findings, and conclusions expressed in this publication are those of the author and not necessarily those of, the National Highway Traffic Safety Administration, Federal Highway Administration, Ohio Department of Public Safety and the Ohio Traffic Safety Office.”

Subgrantee represents and warrants, that its best knowledge and belief, no part of any consideration paid under the Agreement is a prohibited payment for the recommending or arranging for the referral of business or the ordering of items or services; nor are the payments intended to induce illegal referrals of business or other illegal conduct. Subgrantee represents and warrants that Subgrantee and its agents shall comply at all times with all laws applicable to the conduct of the Study (including but not limited to all FDA, Stark, Anti-Kickback and other laws and regulations) and are not and shall not be debarred, excluded, suspended or otherwise determined to be ineligible to participate in any federal or state healthcare program or Federal procurement or nonprocurement program (collectively “Ineligible”). Subgrantee shall immediately notify UHC if Subgrantee becomes Ineligible, in which event UHC may immediately terminate this Agreement. In the event any agent becomes Ineligible, Subgrantee agrees to immediately remove such party from participation in any responsibilities related to this Agreement.

**XI. SIGNATURES**

\_\_\_\_\_  
 Signature  
 Fred C. Rothstein, M.D.  
 President  
 UHCMC  
 Date: \_\_\_\_\_

\_\_\_\_\_  
 Signature  
 Name: Thomas P. Perciak  
 Title: Mayor  
 Organization: City of Strongsville  
 Date: \_\_\_\_\_

**Approved as to legal form only by the  
 Law Department of the City of Strongsville.**

By \_\_\_\_\_  
**Law Director**

Date \_\_\_\_\_



## **Ohio Traffic Safety Office**

### **Provisions for Sub-Grantee**

The following are provisions that shall be used by the sub-grantee when entering into an agreement (contract) when funds administered by the Ohio Department of Public Safety (ODPS), Ohio Traffic Safety Office (OTSO) that total \$5,000 or more are used. This provision includes requirements of both the federal and state government.

**Note:** For clarification purposes the word contractor is the agency, vendor, individual, etc., that the sub-grantee is contracting with for the desired scope of service.

### **PROVISION 1 Security Agreement Disclaimer**

The sub-grantee warrants that he has not employed or retained any company or person other than a bona fide employee working solely for the Consultant to solicit or secure this agreement, and that he has not paid or has not agreed to pay any fee, commission, percentage, brokerage fee, or other considerations contingent upon or resulting from the awarding or making of this agreement.

For breach or violation of this warrant, the State, in conjunction with the sub-grantee, shall have the right to annul this agreement without liability, or in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

Either party may terminate this agreement by giving the other party written advance notice of its election to do so. If the contract is canceled under this provision, the sub-grantee shall reimburse the Contractor for all work completed and in progress to that date. Upon termination and final payment, all design materials, artwork any other items/products developed by the Contractor shall become the property of the sub-grantee.

### **PROVISION 2 Reporting Requirements**

Performance reports will be required to be submitted by the contractor as frequently as required by the sub-grantee. Performance reports shall include brief information on (1) a comparison of actual accomplishments to the objectives established for the period and can include a computation of the cost per unit of output (2) the reasons for slippage if established objectives were not met (3) pertinent information including analysis and explanation of cost overruns or high unit cost.

### **PROVISION 3 Patent Rights/Copyrights**

Neither the Contractor nor any of the Contractor's employees, agents, subcontractors or assigns shall make a disclosure for the purpose of securing a patent or copyright in the United States or any other country for any product resulting from this agreement unless such disclosures approved in writing by the sub-grantee prior to application for the patent/copyright. In the event that such patent/copyright is obtained, the Contractor shall provide the sub-grantee written authorization for the sub-grantee and any other person, agency or instrumentality contributing financial support to the work covered by this agreement to make use of the subject of said patent/copyright disclosure without payment.

### **PROVISION 4 Audit Practices**

The contractor agrees access by the grantee, the sub-grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.



## **PROVISION 5 Equal Employment Opportunity (E.E.O.)**

The sub-grantee and contractor must abide by all E.E.O. regulations, including but not limited to, Executive Order 11264 of September 24, 1965 "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations. (41 CFR Chapter 60) and Section 3(a)(2)(C) of the UMT Act of 1934, as amended, which prohibits the use of exclusionary or discriminatory specifications.

## **PROVISION 6 Certification Regarding Lobbying**

None of the funds under this program will be used for any activity specifically designed to urge or influence a Federal, State, or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any Federal, State, or local legislative body. Such activities include both direct and indirect (e.g. "grassroots") lobbying activities, with one exception. This does not preclude an official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, as long as this activity is documented in writing.

## **PROVISION 7 Labor Relations**

The sub-grantee and contractor must comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR, Part 5).

## **PROVISION 8 Assurances Regarding the Parent Agreement**

The provision of this agreement includes all of the terms and conditions and assurances of the parent agreement between the ODPS and the sub-grantee and is attached hereto as an Appendix. (The sub-grantee shall attach the parent agreement.)

## **PROVISION 9 Record Retention**

The sub-grantee and contractor shall retain all required records for three years after grantee or sub-grantees make final payments and all other pending matters are closed.

## **PROVISION 10 Liability Disclaimer**

The parties agree that the ODPS, OTSO, is not the employer of any personnel involved in said contract. The sub-grantee agrees to pay any wages and related tax obligations resulting from employment of personnel in order to perform the terms of this contract.

## **PROVISION 11 Line of Credit**

That the sub-grantee or contractor shall carry a credit line on the cover or first page of any report that reads substantially as follows:

Funding provided in part or solely by the:  
National Highway Traffic Safety Administration  
Federal Highway Administration  
Ohio Department of Public Safety  
Ohio Traffic Safety Office

Studies, evaluations, etc., shall also include the following disclaimer.

"The opinions, findings, and conclusions expressed in this publication are those of the author and not necessarily those of, the National Highway Traffic Safety Administration, Federal Highway Administration, Ohio Department of Public Safety and the Ohio Traffic Safety Office."

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2015 – 204

By: Mayor Perciak and Mr. Schonhut

**AN ORDINANCE AUTHORIZING PARTICIPATION IN OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES CONTRACTS FOR THE PURCHASE OF DESKTOP COMPUTERS, LAPTOP COMPUTERS, PARTS, ACCESSORIES, AND REPAIR SERVICES TO UPGRADE CITY COMPUTERS, BY THE DIRECTOR OF COMMUNICATION & TECHNOLOGY THROUGH DELL MARKETING L.P.; AUTHORIZING THE MAYOR TO ENTER INTO AGREEMENTS IN CONNECTION THEREWITH; AND DECLARING AN EMERGENCY.**

WHEREAS, Ohio Revised Code Section 5513.01(B) provides the opportunity for counties, townships and municipal corporations to participate in contracts of the Ohio Department of Administrative Services for the purchase of machinery, materials, supplies or other articles; and

WHEREAS, based upon recommendation of the Director of Communication & Technology regarding upgrade of City computers, this Council wishes to purchase various desktop computers, laptop computers, parts, accessories, and repair services from Dell Marketing L.P. under Contract No. 534278, Index No. STS033, for use by various departments 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 hereby authorizes the Mayor to request authority in the name of the City of Strongsville to participate in the Ohio Department of Administrative Services contracts for the purchase of various desktop computers, laptop computers, parts, accessories, and repair services by the Director of Communication & Technology through **DELL MARKETING LP** for use by various departments of the City, in a total amount not to exceed \$211,597.00, as reflected in Exhibits A through G attached hereto, and which the Department has entered 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 Administrative Services for such purchases and to directly pay the vendor, under each such contract of the Ohio Department of Administrative Services in which the City participates for items it receives pursuant to the contract.

**CITY OF STRONGSVILLE, OHIO**  
**ORDINANCE NO. 2015 – 204**  
**Page 2**

**Section 3.** That this Council hereby authorizes the Mayor and Director of Finance to enter into and execute such agreements and documents necessary for participation in the Ohio Department of Administrative Services Cooperative Purchasing Program.

**Section 4.** That the funds for the purposes of this Ordinance have been appropriated and shall be paid from the General Fund, Sanitary Sewer Fund, Fire Levy Fund, Multi-Purpose Complex Fund, Street Construction, Maintenance & Repair Fund, and Clerk of Courts Computer Fund only as permitted under law.

**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 the purchase of such computers, parts, accessories, and repair services in order to upgrade City computer systems, to maintain continuity in the operation of various departments of the City, 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	_____	_____
Daymut	_____	_____
DeMio	_____	_____
Dooner	_____	_____
Maloney	_____	_____
Schonhut	_____	_____
Southworth	_____	_____

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

ORD. No. 2015-204 Amended: \_\_\_\_\_  
 1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

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



# Quote 1019073680505.2

## CITY OF STRONGSVILLE

### Salesperson

Salesperson Name  
Dion Minoria

Salesperson Email  
Dionsio\_Minoria@Dell.com

Salesperson Phone  
18009993355

Salesperson Extension  
5133021

### Quote Details

Quote Date  
08/27/2015

Quote Validity  
10/02/2015

Solution ID  
-

### Billing Details

Company Name  
CITY OF STRONGSVILLE

Customer Number  
44888116

Phone Number  
1 (440) 2385720

Address  
16099 FOLTZ PKWY  
FINANCE DEPT  
STRONGSVILLE  
US

## Price Summary

Description	Quantity	Unit Price	Subtotal Price
OptiPlex 9020 MT CTO	17	\$864.68	\$14,699.56
		Subtotal	\$14,699.56
		Tax	\$0.00
		Shipping and Handling	\$0.00
		Environmental Fee	\$0.00
		<b>Total</b>	<b>\$14,699.56</b>

Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.





# Quote 1020358492509.1

## CITY OF STRONGSVILLE

Salesperson	Quote Details	Billing Details
<b>Salesperson Name</b> Dion Minoria	<b>Quote Date</b> 09/02/2015	<b>Company Name</b> CITY OF STRONGSVILLE
<b>Salesperson Email</b> Dionsio_Minoria@Dell.com	<b>Quote Validity</b> 10/08/2015	<b>Customer Number</b> 44888116
<b>Salesperson Phone</b> 18009993355	<b>Solution ID</b> -	<b>Phone Number</b> 1 (440) 2385720
<b>Salesperson Extension</b> 5133021		<b>Address</b> 16099 FOLTZ PKWY FINANCE DEPT STRONGSVILLE US

### Price Summary

Description	Quantity	Unit Price	Subtotal Price
OptiPlex 9020 SFF CTO	126	\$880.61	\$110,956.86
<b>Subtotal</b>			<b>\$110,956.86</b>
Tax			\$0.00
Shipping and Handling			\$0.00
Environmental Fee			\$0.00
<b>Total</b>			<b>\$110,956.86</b>

*Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.*





# Quote 1017532358523.1

## CITY OF STRONGSVILLE

### Salesperson

Salesperson Name  
Dion Minoria

Salesperson Email  
Dionsio\_Minoria@Dell.com

Salesperson Phone  
18009993355

Salesperson Extension  
5133021

### Quote Details

Quote Date  
08/26/2015

Quote Validity  
10/01/2015

Solution ID  
-

### Billing Details

Company Name  
CITY OF STRONGSVILLE

Customer Number  
44888116

Phone Number  
1 (440) 2385720

Address  
16099 FOLTZ PKWY  
FINANCE DEPT  
STRONGSVILLE  
US

## Price Summary

Description	Quantity	Unit Price	Subtotal Price
OptiPlex 9020 USFF CTO	57	\$901.52	\$51,386.64
		Subtotal	\$51,386.64
		Tax	\$0.00
		Shipping and Handling	\$0.00
		Environmental Fee	\$0.00
		<b>Total</b>	<b>\$51,386.64</b>

Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.







# Quote 1020367817506.3

## CITY OF STRONGSVILLE

### Salesperson

Salesperson Name  
Dion Minoria

Salesperson Email  
Dionsio\_Minoria@Dell.com

Salesperson Phone  
18009993355

Salesperson Extension  
5133021

### Quote Details

Quote Date  
08/26/2015

Quote Validity  
10/01/2015

Solution ID  
-

### Billing Details

Company Name  
CITY OF STRONGSVILLE

Customer Number  
44888116

Phone Number  
1 (440) 2385720

Address  
16099 FOLTZ PKWY  
FINANCE DEPT  
STRONGSVILLE  
US

## Price Summary

Description	Quantity	Unit Price	Subtotal Price
Precision Workstation T1700 Minitower CTO	4	\$1,293.08	\$5,172.32
		Subtotal	\$5,172.32
		Tax	\$0.00
		Shipping and Handling	\$0.00
		Environmental Fee	\$0.00
		<b>Total</b>	<b>\$5,172.32</b>

Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.

**EXHIBIT D**



# Quote 1017768815824.1

## CITY OF STRONGSVILLE

Salesperson	Quote Details	Billing Details
<b>Salesperson Name</b> Dion Minoria	<b>Quote Date</b> 08/26/2015	<b>Company Name</b> CITY OF STRONGSVILLE
<b>Salesperson Email</b> Dionsio_Minoria@Dell.com	<b>Quote Validity</b> 10/01/2015	<b>Customer Number</b> 44888116
<b>Salesperson Phone</b> 18009993355	<b>Solution ID</b> -	<b>Phone Number</b> 1 (440) 2385720
<b>Salesperson Extension</b> 5133021		<b>Address</b> 16099 FOLTZ PKWY FINANCE DEPT STRONGSVILLE US

### Price Summary

Description	Quantity	Unit Price	Subtotal Price
Precision Workstation T1700 Minitower CTO	5	\$1,205.17	\$6,025.85
		<b>Subtotal</b>	\$6,025.85
		Tax	\$0.00
		Shipping and Handling	\$0.00
		Environmental Fee	\$0.00
		<b>Total</b>	<b>\$6,025.85</b>

Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.





# Quote 1017552714969.1

## CITY OF STRONGSVILLE

### Salesperson

Salesperson Name  
Dion Minoria

Salesperson Email  
Dionsio\_Minoria@Dell.com

Salesperson Phone  
18009993355

Salesperson Extension  
5133021

### Quote Details

Quote Date  
08/26/2015

Quote Validity  
10/01/2015

Solution ID  
-

### Billing Details

Company Name  
CITY OF STRONGSVILLE

Customer Number  
44888116

Phone Number  
1 (440) 2385720

Address  
16099 FOLTZ PKWY  
FINANCE DEPT  
STRONGSVILLE  
US

## Price Summary

Description	Quantity	Unit Price	Subtotal Price
Latitude E6540 CTO	16	\$1,069.08	\$17,105.28
		Subtotal	\$17,105.28
		Tax	\$0.00
		Shipping and Handling	\$0.00
		Environmental Fee	\$0.00
		<b>Total</b>	<b>\$17,105.28</b>

Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.





# Quote 1021511896008.2

## CITY OF STRONGSVILLE

### Salesperson

**Salesperson Name**  
Dion Minoria

**Salesperson Email**  
Dionsio\_Minoria@Dell.com

**Salesperson Phone**  
18009993355

**Salesperson Extension**  
5133021

### Quote Details

**Quote Date**  
08/27/2015

**Quote Validity**  
10/02/2015

**Solution ID**  
-

### Billing Details

**Company Name**  
CITY OF STRONGSVILLE

**Customer Number**  
44888116

**Phone Number**  
1 (440) 2385720

**Address**  
16099 FOLTZ PKWY  
FINANCE DEPT  
STRONGSVILLE  
US

## Price Summary

Description	Quantity	Unit Price	Subtotal Price
Mobile Precision M4800 CTO	4	\$1,562.40	\$6,249.60
		Subtotal	\$6,249.60
		Tax	\$0.00
		Shipping and Handling	\$0.00
		Environmental Fee	\$0.00
		<b>Total</b>	<b>\$6,249.60</b>

*Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.*

**EXHIBIT G**

14,699.56

110,956.86

51,386.64

5,172.32

6,025.85

17,105.28

6,249.60

211,596.11

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2015 – 205

By: Mr. Schonhut

**AN ORDINANCE AUTHORIZING PARTICIPATION IN AN OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES RFP AND AGREEMENT FOR THE PURCHASE OF MICROSOFT SOFTWARE AND LICENSING THROUGH DELL MARKETING, LP, TO BE INSTALLED ON THE CITY'S COMPUTERS BY THE DIRECTOR OF COMMUNICATION & TECHNOLOGY; AUTHORIZING THE MAYOR TO ENTER INTO AGREEMENTS IN CONNECTION THEREWITH; AND DECLARING AN EMERGENCY.**

WHEREAS, Ohio Revised Code Section 5513.01(B) provides the opportunity for counties, townships and municipal corporations to participate in contracts of the Ohio Department of Administrative Services for the purchase of machinery, materials, supplies or other articles; and

WHEREAS, the State of Ohio and Microsoft Corporation have entered into Agreements, through the Request for Proposals (RFP) process, that permit all entities of State and local Ohio government to procure Microsoft products and services at the lowest possible prices; and

WHEREAS, based upon recommendation of the Director of Communication & Technology, this Council wishes to participate in this pre-bid program in order to purchase the required Microsoft software products and related licensing from Dell Marketing LP, under State of Ohio RFP No. 0A1108, to be installed on desktop and laptop computers in various departments of the City in connection with the upgrade of City computers.

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

**Section 1.** That this Council hereby authorizes the Mayor to request authority in the name of the City of Strongsville to participate in the Ohio Department of Administrative Services RFP and pre-bid program for the purchase through **DELL MARKETING LP** of various Microsoft software products and related licensing in support of the City's need for computer software to be installed on desktop and laptop computers in various departments of the City by the Director of Communication & Technology, in a total amount not to exceed \$59,775.00, as reflected on Exhibit A attached hereto, and which the Department has entered 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 Administrative Services for such purchases



**CITY OF STRONGSVILLE, OHIO**  
**ORDINANCE NO. 2015 – 205**  
**Page 2**

and to directly pay the vendor, under each such RFP and Agreement of the Ohio Department of Administrative Services in which the City participates for items it receives pursuant to the contract.

**Section 3.** That this Council hereby authorizes the Mayor and Director of Finance to enter into and execute such agreements and documents necessary for participation in such Ohio Department of Administrative Services Cooperative Purchasing Program.

**Section 4.** That the funds for the purposes of this Ordinance have been appropriated and shall be paid from the General Fund, Sanitary Sewer Fund, Fire Levy Fund, Multi-Purpose Complex Fund, Street Construction, Maintenance & Repair Fund, and Clerk of Courts Computer Fund only as permitted under law.

**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 the purchase of computer software and licensing thereof required to upgrade the City's computers, in order to maintain continuity in the operation of various departments of the City, 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.

\_\_\_\_\_ Approved: \_\_\_\_\_  
 President of Council Mayor

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

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

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

ORD. No. 2015-205 Amended: \_\_\_\_\_  
 1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_



SELECT PLUS QUOTE

Prepared by: Kim Woodral  
[kim\\_woodral@dell.com](mailto:kim_woodral@dell.com)

Quote Date: 9/14/2015  
Quote Expires: 30 Days

CUSTOMER: CITY OF STRONGSVILLE  
DCN: 44888116  
TCN: 488398  
CONTACT: Eric Clanin  
CONTACT EMAIL: [jason@radiustn.com](mailto:jason@radiustn.com)  
CONTACT PHONE:

State of OH Microsoft  
Contract Code 17AGG

PLEASE SEE IMPORTANT TERMS AND CONDITIONS AT THE BOTTOM OF THIS QUOTATION

Quantity	Mfg Part #	Description	Unit Price	Total Price
250	KV3-00367	WINDOWS ENT UPG/SA	\$239.10	\$59,775.00
			Total	\$59,775.00

**\*Select Plus affiliate enrollment documents required**

Dell offers the following quote for the next year of Microsoft Enterprise Enrollment Agreement. This quote will expire 30 Days from issuance date; upon expiration of this quote, the following prices may no longer be valid. For customer's general information and budgeting purposes, Dell offers the following estimate for subsequent years of Microsoft Enterprise Agreement. Prices for subsequent Enrollment years are not binding on Dell or in any way and will be determined on the Enrollment anniversary date.

- Customer's purchase is subject to Dell's Terms and Conditions of sale found at [www.dell.com](http://www.dell.com). Unless Customer has a separate purchase agreement with Dell.
- Sales/use tax is based on the "ship-to" address on your invoice. Please indicate your liability status on your purchase order. If exempt, Customer must have an Exemption Certificate on file.
- If you have a question re: your tax status, please contact your Dell | ASP Support Inside Sales representative listed above. Shipments to California for certain products, a State Environmental Fee of up to \$10 per item may be applied to your invoice. Prices do not reflect this fee unless noted. For more information, refer to [www.dell.com/evt-environmental](http://www.dell.com/evt-environmental).
- All product descriptions and prices are based on latest information available and are subject to change without notice or obligation.
- All prices are based on NET 30 TERMS. If not shown, shipping, handling, taxes, and other fees will be added at the time of order, where applicable.
- Customer understands and acknowledges that all warranties, representations and returns are subject to the manufacturer, publisher or distributor guidelines.



CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2015 – 206

By: Mr. Carbone

**A RESOLUTION GRANTING PERMISSION TO REPURCHASE CERTAIN CERTIFICATES FOR BURIAL RIGHTS IN THE STRONGSVILLE MUNICIPAL CEMETERY.**

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

**Section 1.** That pursuant to Codified Ordinance Section 1060.09, this Council hereby authorizes the repurchase by the City of Strongsville of a certificate for burial rights in the Strongsville Municipal Cemetery for Grave E, in Lot 96 of Section F from Eric J. McCarty, at the same price that was originally paid therefor.

**Section 2.** That the funds for the repurchase of said certificate have been appropriated and shall be paid from the General Fund.

**Section 3.** That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this 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 its approval by the Mayor.

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

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

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

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

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

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

*RES*  
 ORD. No. 2015-206 Amended: \_\_\_\_\_  
 1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2015 – 207

By: Mr. Carbone

**A RESOLUTION GRANTING PERMISSION TO REPURCHASE CERTAIN CERTIFICATES FOR BURIAL RIGHTS IN THE STRONGSVILLE MUNICIPAL CEMETERY.**

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

**Section 1.** That pursuant to Codified Ordinance Section 1060.09, this Council hereby authorizes the repurchase by the City of Strongsville of a certificate for burial rights in the Strongsville Municipal Cemetery for Graves A and C, in Lot 96 of Section F from Earl L. and Merrillin McCarty, at the same price that was originally paid therefor.

**Section 2.** That the funds for the repurchase of said certificate have been appropriated and shall be paid from the General Fund.

**Section 3.** That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this 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 its approval by the Mayor.

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

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

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

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

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

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

*RES*  
ORD. No. 2015-207 Amended: \_\_\_\_\_  
1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2015 – 208

By: Mayor Perciak and All Members of Council

**AN ORDINANCE ENACTING NEW CHAPTER 881 OF TITLE FOUR OF PART EIGHT OF THE CITY'S CODIFIED ORDINANCES PROVIDING FOR IMPOSITION AND REGULATION OF THE MUNICIPAL INCOME TAX APPLICABLE TO TAX YEARS COMMENCING JANUARY 1, 2016; AND RESTATING THE CURRENT CHAPTER 880 TO REMAIN EFFECTIVE AND APPLICABLE FOR MUNICIPAL INCOME TAX YEARS PRIOR TO JANUARY 1, 2016.**

WHEREAS, the Home Rule Amendment of the Ohio Constitution, Article XVIII, Section 3, provides that "Municipalities shall have authority to exercise all powers of local self-government . . .", and the municipal taxing power is one of such powers of local self-government delegated by the people of the State to the citizens of municipalities; and

WHEREAS, Article XIII, Section 6 of the Ohio Constitution provides that the General Assembly may restrict municipalities' power of taxation to the extent necessary to prevent abuse of such power; and Article XVIII, Section 13 of the Ohio Constitution states that "Laws may be passed to limit the powers of municipalities to levy taxes and incur debts for local purposes . . ."; and

WHEREAS, the General Assembly recently determined that it was necessary and appropriate to comprehensively review and amend Chapter 718 of the Ohio Revised Code, setting forth new statutory requirements for municipal income tax codes in Ohio; and

WHEREAS, more specifically, the General Assembly has enacted and the Governor has signed House Bill 5 (HB 5) in December, 2014, which mandates that municipal income tax codes be amended by January 1, 2016, such that any income or withholding tax is "levied in accordance with the provisions and limitations specified in [Chapter 718]"; and

WHEREAS, upon a detailed review of HB 5 and the Codified Ordinances of the City of Strongsville, this Ordinance is found and determined by this Council to properly enact the new provisions and/or amendments in the City's Codified Ordinances required prior to the January 1, 2016 deadline to be in accord with the new provisions and limitations specified in Chapter 718 of the Ohio Revised Code; and also to provide for restatement of the City's current Codified Chapter concerning municipal income tax which will stay in effect for tax years arising prior to January 1, 2016; and

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WHEREAS Council also finds and determines that the constitutionality of certain provisions of the State-mandated code may have been put in question by recent decisions of the Ohio Supreme Court regarding, among other things, taxation of professional athletes; but such provisions must be included if the municipal income tax code is to be "levied in accordance with the provisions and limitations specified in [Chapter 718]" and thus they reluctantly are adopted by this Council but are disclaimed to the extent they may be declared unlawful or unconstitutional.

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

**Section 1.** That new Chapter 881 (Municipal Income Tax) of Title Four of Part Eight of the City's Codified Ordinances, attached hereto as Exhibit A and incorporated herein by reference in its entirety, is hereby enacted effective January 1, 2016 for tax years commencing January 1, 2016 and going forward thereafter.

**Section 2.** That the current codified version of Chapter 880 (Municipal Income Tax), in Title Four of Part Eight, copy of which is attached hereto as Exhibit B and incorporated herein by reference in its entirety, is hereby restated and shall remain and continue in effect and applicable for all purposes only to those tax years arising prior to January 1, 2016.

**Section 3.** That the Clerk of Council shall ensure that the City's Codified Ordinances from and after January 1, 2016 properly reflect both new Chapter 881 and the current Chapter 880 regarding the Municipal Income Tax as reflected in Exhibits A and B hereto, with designations of their respective applicability as referenced by the tax years to which each applies.

**Section 4.** That any ordinances or resolutions, or parts thereof, in conflict with new Chapter 881, except for current Chapter 880 where it remains applicable, are hereby superseded and repealed.

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

**Section 6.** That the provisions of this Ordinance shall take effect and be in force from and after January 1, 2016, presuming it is approved in accordance with law.

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

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

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

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



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

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

ORD. No. 2015-208 Amended: \_\_\_\_\_  
1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

**CHAPTER 881\*\***  
**INCOME TAX**

[Effective January 1, 2016]

- 881.01 Purpose of income tax; authority to levy tax.
- 881.02 Definitions.
- 881.03 Imposition of tax.
- 881.04 Collection at source.
- 881.05 Annual return; filing.
- 881.06 Credit for tax paid to other municipalities.
- 881.07 Estimated taxes.
- 881.08 Rounding of amounts.
- 881.09 Requests for refunds.
- 881.10 Second municipality imposing tax after time period allowed for refund.
- 881.11 Amended returns.
- 881.12 Limitations.
- 881.13 Audits.
- 881.14 Service of assessment.
- 881.15 Administration of claims.
- 881.16 Tax information confidential.
- 881.17 Fraud.
- 881.18 Interest and penalties.
- 881.19 Authority of tax administrator; verification of information.
- 881.20 Request for opinion of the tax administrator.
- 881.21 Board of tax review.
- 881.22 Authority to create rules and regulations.
- 881.23 Rental and leased property.
- 881.24 Savings clause.
- 881.25 Collection of tax after termination of ordinance.
- 881.26 Adoption of RITA rules and regulations.
- 881.27 Registration.
- 881.28 Authorization to provide notice.
- 881.99 Violations; penalties.

**CROSS REFERENCES**

Power to tax – see Ohio Const., Art. XVIII, Sec. 3; CHTR. Art. VI

Payroll deductions – see Ohio R.C. 9.42

Municipal income taxes – see Ohio R.C. Ch. 718

**881.01 PURPOSE OF INCOME TAX; AUTHORITY TO LEVY TAX.**

1. To provide funds for the purpose of general municipal functions of the City of Strongsville including capital improvements to the street and storm drainage systems, the operation of, hiring additional personnel in, and capital improvements for, the Police, Fire and Emergency Medical Service

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\*\* This new Chapter 881 of the City's Codified Ordinances will be effective for tax years arising from January 1, 2016 and thereafter.

departments, constructing, furnishing and equipping a Recreation and Senior Multi- Purpose Complex, and paying debt charges on securities of the City issued to pay costs of capital improvements, there shall be and is hereby levied a tax on all income, qualifying wages, commissions and other compensations, and on net profits as hereinafter provided.

2. (a) The annual tax for the purposes specified above shall be imposed at the rate of two percent (2%) per year (of which rate one and one-half percent (1½%) is the “base tax” and one-half of one percent (1/2%) is known as the “additional tax.” The tax is levied at a uniform rate on all persons residing in or earning or receiving income in Strongsville. The tax is levied on income, qualifying wages, commissions and other compensation, and on net profits as hereinafter provided in Section 3 of this Chapter 881 and other sections as they may apply.

(b) The funds collected under the provisions of this chapter shall be disbursed in the following manner:

(1) First, such part thereof as shall be necessary to defray all expenses of collecting the tax and of administering and enforcing the provisions of this chapter shall be paid.

(2) Second, one-sixth of the balance remaining which is attributable to the Base Tax, as defined in Section 881.01 division 2(a), after payment of the expenses referred to in subsection (1) hereof shall be deposited in the Street Construction, Maintenance and Repair Fund to pay costs of street construction, maintenance and repair, including debt service charges on bonds and notes issued to pay costs of those capital improvements.

(3) Third, all of the balance remaining which is attributable to the Additional Tax, as defined in Section 881.01 division 2(a), after payment of the expenses referred to in subsection (1) hereof shall be placed in a special fund or funds and used only for general municipal functions of the City of Strongsville including capital improvements to the street and storm drainage systems, the operation of, hiring additional personnel in, and capital improvements for, the Police, Fire and Emergency Medical Service departments, constructing, furnishing and equipping a Recreation and Senior Multi- Purpose Complex, and paying debt charges on securities of the City issued to pay costs of capital improvements.

(4) The balance remaining after payment of the expenses referred to in subsection (1) hereof and the payments referred to in subsections (2) and (3) hereof shall be deposited in the General Fund for municipal purposes.

3. The tax on income and the withholding tax established by this Chapter 881 are authorized by Article XVIII, Section 3 of the Ohio Constitution. The tax is levied in accordance with, and is intended to be consistent with, the provisions and limitations of Ohio Revised Code Chapter 718 (ORC 718).

#### **881.02 DEFINITIONS.**

1. Any term, phrase or word used in this chapter that is not otherwise defined in this chapter has the same meaning as when used in a comparable context in laws of the United States relating to federal income taxation or in Title LVII of the ORC, unless a different meaning is clearly required. If a term used in this chapter that is not otherwise defined in this chapter is used in a comparable context in both the laws of the United States relating to federal income tax and in Title LVII of the ORC and the use is not consistent, then the use of the term in the laws of the United States relating to federal income tax shall control over the use of the term in Title LVII of the ORC. The singular shall include the plural, and the masculine shall include the feminine and be gender-neutral.

2. As used in this chapter:

(a) **"Adjusted federal taxable income,"** for a person required to file as a C corporation, or for a person that has elected to be taxed as a C corporation under 2(x)(4) of this section, means a C corporation's federal taxable income before net operating losses and special deductions as determined under the Internal Revenue Code, adjusted as follows:

(1) Deduct intangible income to the extent included in federal taxable income. The deduction shall be allowed regardless of whether the intangible income relates to assets used in a trade or business or assets held for the production of income.

(2) Add an amount equal to five percent (5%) of intangible income deducted under division 2(a)(1) of this section, but excluding that portion of intangible income directly related to the sale, exchange, or other disposition of property described in Section 1221 of the Internal Revenue Code;

(3) Add any losses allowed as a deduction in the computation of federal taxable income if the losses directly relate to the sale, exchange, or other disposition of an asset described in Section 1221 or 1231 of the Internal Revenue Code;

(4) (i) Except as provided in 2(a)(4)(ii) of this section, deduct income and gain included in federal taxable income to the extent the income and gain directly relate to the sale, exchange, or other disposition of an asset described in Section 1221 or 1231 of the Internal Revenue Code

(ii) Division 2(a)(4)(i) of this section does not apply to the extent the income or gain is income or gain described in Section 1245 or 1250 of the Internal Revenue Code.

(5) Add taxes on or measured by net income allowed as a deduction in the computation of federal taxable income;

(6) In the case of a real estate investment trust or regulated investment company, add all amounts with respect to dividends to, distributions to, or amounts set aside for or credited to the benefit of investors and allowed as a deduction in the computation of federal taxable income;

(7) Deduct, to the extent not otherwise deducted or excluded in computing federal taxable income, any income derived from a transfer agreement or from the enterprise transferred under that agreement under Section 4313.02 of the ORC;

(8) (i) Except as limited by divisions 2(a)(8)(ii), (iii), and (iv) of this section, deduct any net operating loss incurred by the person in a taxable year beginning on or after January 1, 2017.

The amount of such net operating loss shall be deducted from net profit that is reduced by exempt income to the extent necessary to reduce municipal taxable income to zero, with any remaining unused portion of the net operating loss carried forward to not more than five consecutive taxable years following the taxable year in which the loss was incurred, but in no case for more years than necessary for the deduction to be fully utilized.

(ii) No person shall use the deduction allowed by division 2(a)(8) of this section to offset qualifying wages.

(iii) For taxable years beginning in 2018, 2019, 2020, 2021, or 2022, a person may not deduct more than fifty percent (50%) of the amount of the deduction otherwise allowed by division 2(a)(8)(i) of this section.

For taxable years beginning in 2023 or thereafter, a person may deduct the full amount allowed by 2(a)(8)(i) of this section.

(iv) Any pre-2017 net operating loss carryforward deduction that is available must be utilized before a taxpayer may deduct any amount pursuant to 2(a)(8) of this section.

(v) Nothing in division 2(a)(8)(iii) of this section precludes a person from carrying forward for use with respect to any return filed for a taxable year beginning after 2018, any amount of net operating loss that was not fully utilized by operation of division 2(a)(8)(iii) of this section. To the extent that an amount of net operating loss that was not fully utilized in one or more taxable years by operation of division 2(a)(8)(iii) of this section is carried forward for use with respect to a return filed for a taxable year beginning in 2019, 2020, 2021, or 2022, the fifty percent (50%) limitation described in division 2(a)(8)(iii) of this section shall apply to the amount carried forward.

(9) Deduct any net profit of a pass-through entity owned directly or indirectly by the taxpayer and included in the taxpayer's federal taxable income unless an affiliated group of corporations includes that net profit in the group's federal taxable income in accordance with division 22(c)(2) of Section 5.

(10) Add any loss incurred by a pass-through entity owned directly or indirectly by the taxpayer and included in the taxpayer's federal taxable income unless an affiliated group of corporations includes that loss in the group's federal taxable income in accordance with division 22(c)(2) of Section 5.

If the taxpayer is not a C corporation, is not a disregarded entity that has made an election described in division 2(vv)(2) of this section, is not a publicly traded partnership that has made the election described in division 2(x)(4) of this section, and is not an individual, the taxpayer shall compute adjusted federal taxable income under this section as if the taxpayer were a C corporation, except guaranteed payments and other similar amounts paid or accrued to a partner, former partner, shareholder, former shareholder, member, or former member shall not be allowed as a deductible expense unless such payments are in consideration for the use of capital and treated as payment of interest under Section 469 of the Internal Revenue Code or United States treasury regulations. Amounts paid or accrued to a qualified self-employed retirement plan with respect to a partner, former partner, shareholder, former shareholder, member, or former member of the taxpayer, amounts paid or accrued to or for health insurance for a partner, former partner, shareholder, former shareholder, member, or former member, and amounts paid or accrued to or for life insurance for a partner, former partner, shareholder, former shareholder, member, or former member shall not be allowed as a deduction.

Nothing in division 2(a) of this section shall be construed as allowing the taxpayer to add or deduct any amount more than once or shall be construed as allowing any taxpayer to deduct any amount paid to or accrued for purposes of federal self-employment tax.

**(b) (1) "Assessment"** means a written finding by the Tax Administrator that a person has underpaid municipal income tax, or owes penalty and interest, or any combination of tax, penalty, or interest, to the City that commences the person's time limitation for making an appeal to the Board of Tax Review pursuant to Section 881.21, and has "ASSESSMENT" written in all capital letters at the top of such finding.

(2) "Assessment" does not include a notice denying a request for refund issued under division (3)(c) of Section 881.09, a billing statement notifying a taxpayer of current or past-due balances owed to the City, the Tax Administrator's request for additional information, a notification to the taxpayer of mathematical errors, or the Tax Administrator's other written correspondence to a person or taxpayer that does not meet the criteria prescribed by division 2(b)(1) of this section.

(c) "**Audit**" means the examination of a person or the inspection of the books, records, memoranda, or accounts of a person, ordered to appear before the Tax Administrator, for the purpose of determining liability for a municipal income tax.

(d) "**Board of Tax Review**" or "Board of Review" or "Board of Tax Appeals", or other named local board constituted to hear appeals of municipal income tax matters, means the entity created under Section 881.21.

(e) "**Calendar quarter**" means the three-month period ending on the last day of March, June, September, or December.

(f) "**Casino operator**" and "**casino facility**" have the same meanings as in Section 3772.01 of the ORC.

(g) "**Certified mail**," "**express mail**," "**United States mail**," "**postal service**," and similar terms include any delivery service authorized pursuant to Section 5703.056 of the ORC.

(h) "**Disregarded entity**" means a single member limited liability company, a qualifying subchapter S subsidiary, or another entity if the company, subsidiary, or entity is a disregarded entity for federal income tax purposes.

(i) "**Domicile**" means the true, fixed, and permanent home of a taxpayer and to which, whenever absent, the taxpayer intends to return. A taxpayer may have more than one residence but not more than one domicile.

(j) "**Employee**" means an individual who is an employee for federal income tax purposes.

(k) "**Employer**" means a person that is an employer for federal income tax purposes.

(l) "**Exempt income**" means all of the following:

(1) The military pay or allowances of members of the Armed Forces of the United States or members of their reserve components, including the National Guard of any state.

(2) Intangible income.

(3) Social Security benefits, railroad retirement benefits, unemployment compensation, pensions, retirement benefit payments, payments from annuities, and similar payments made to an employee or to the beneficiary of an employee under a retirement program or plan, disability payments received from private industry or local, state, or federal governments or from charitable, religious or educational organizations, and the proceeds of sickness, accident, or liability insurance policies. As used in division 2(l)(3) of this section, "unemployment compensation" does not include supplemental unemployment compensation described in Section 3402(o)(2) of the Internal Revenue Code.



(4) The income of religious, fraternal, charitable, scientific, literary, or educational institutions to the extent such income is derived from tax-exempt real estate, tax-exempt tangible or intangible property, or tax-exempt activities.

(5) Compensation paid under Section 3501.28 or 3501.36 of the ORC to a person serving as a precinct election official to the extent that such compensation does not exceed \$1,000 for the taxable year. Such compensation in excess of \$1,000 for the taxable year may be subject to taxation by a municipal corporation. A municipal corporation shall not require the payer of such compensation to withhold any tax from that compensation.

(6) Dues, contributions, and similar payments received by charitable, religious, educational, or literary organizations or labor unions, lodges, and similar organizations;

(7) Alimony and child support received.

(8) Compensation for personal injuries or for damages to property from insurance proceeds or otherwise, excluding compensation paid for lost salaries or wages or compensation from punitive damages.

(9) Income of a public utility when that public utility is subject to the tax levied under Section 5727.24 or 5727.30 of the ORC. Division 2(l)(9) of this section does not apply for purposes of Chapter 5745 of the ORC.

(10) Gains from involuntary conversions, interest on federal obligations, items of income subject to a tax levied by the state and that a municipal corporation is specifically prohibited by law from taxing, and income of a decedent's estate during the period of administration except such income from the operation of a trade or business.

(11) Compensation or allowances excluded from federal gross income under Section 107 of the Internal Revenue Code.

(12) Employee compensation that is not qualifying wages as defined in division 2(ii) of this section.

(13) Compensation paid to a person employed within the boundaries of a United States Air Force base under the jurisdiction of the United States Air Force that is used for the housing of members of the United States Air Force and is a center for Air Force operations, unless the person is subject to taxation because of residence or domicile. If the compensation is subject to taxation because of residence or domicile, tax on such income shall be payable only to the municipal corporation of residence or domicile.

(14) An S corporation shareholder's share of net profits of the S corporation, other than any part of the share of net profits that represents wages as defined in Section 3121(a) of the Internal Revenue Code or net earnings from self-employment as defined in Section 1402(a) of the Internal Revenue Code.

(15) All of the income of individuals under 18 years of age.

(16) (i) Except as provided in divisions 2(l)(16)(ii), (iii), and (iv) of this section, qualifying wages described in division 3(b) or (e) of Section 881.04 to the extent the qualifying wages are not subject to withholding for Strongsville under either of those divisions.

(ii) The exemption provided in division 2(l)(16)(i) of this section does not apply with respect to the municipal corporation in which the employee resided at the time the employee earned the qualifying wages.

(iii) The exemption provided in division 2(l)(16)(i) of this section does not apply to qualifying wages that an employer elects to withhold under division 3(d)(2) of Section 881.04.

(iv) The exemption provided in division 2(l)(16)(i) of this section does not apply to qualifying wages if both of the following conditions apply:

(aaa) For qualifying wages described in division 3(b) of Section 881.04, the employee's employer withholds and remits tax on the qualifying wages to the municipal corporation in which the employee's principal place of work is situated, or, for qualifying wages described in division 3(e) of Section 881.04, the employee's employer withholds and remits tax on the qualifying wages to the municipal corporation in which the employer's fixed location is located;

(bbb) The employee receives a refund of the tax described in division 2(l)(16)(iv)(aaa) of this section on the basis of the employee not performing services in that municipal corporation.

(17) (i) Except as provided in division 2(l)(17)(ii) or (iii) of this section, compensation that is not qualifying wages paid to a nonresident individual for personal services performed in Strongsville on not more than 20 days in a taxable year.

(ii) The exemption provided in division 2(l)(17)(ii) of this section does not apply under either of the following circumstances:

(aaa) The individual's base of operation is located in the municipal corporation.

(bbb) The individual is a professional athlete, professional entertainer, or public figure, and the compensation is paid for the performance of services in the individual's capacity as a professional athlete, professional entertainer, or public figure. For purposes of division 2(l)(17)(ii)(bbb) of this section, "professional athlete," "professional entertainer," and "public figure" have the same meanings as in Section 881.04, subdivision 3.

(iii) Compensation to which division 2(l)(17) of this section applies shall be treated as earned or received at the individual's base of operation. If the individual does not have a base of operation, the compensation shall be treated as earned or received where the individual is domiciled.

(iv) For purposes of division 2(l)(17) of this section, "base of operation" means the location where an individual owns or rents an office, storefront, or similar facility to which the individual regularly reports and at which the individual regularly performs personal services for compensation.

(18) Compensation paid to a person for personal services performed for a political subdivision on property owned by the political subdivision, regardless of whether the compensation is received by an employee of the subdivision or another person performing services for the subdivision under a contract with the subdivision, if the property on which services are performed is annexed to a municipal corporation pursuant to Section 709.023 of the ORC on or after March 27, 2013, unless the person is subject to such taxation because of residence. If the compensation is subject to taxation because of residence, municipal income tax shall be payable only to the municipal corporation of residence.

(19) Income the taxation of which is prohibited by the Constitution or laws of the United States.

Any item of income that is exempt income of a pass-through entity under division 2 of this section is exempt income of each owner of the pass-through entity to the extent of that owner's distributive or proportionate share of that item of the entity's income.

(m) "**Form 2106**" means Internal Revenue Service Form 2106 filed by a taxpayer pursuant to the Internal Revenue Code.

(n) "**Generic form**" means an electronic or paper form that is not prescribed by a particular municipal corporation and that is designed for reporting taxes withheld by an employer, agent of an employer, or other payer, estimated municipal income taxes, or annual municipal income tax liability or for filing a refund claim.

(o) "**Gross receipts**" means the total revenue derived from sales, work done, or service rendered.

(p) "**Income**" means the following:

(1) (i) For residents, all income, salaries, qualifying wages, commissions, and other compensation from whatever source earned or received by the resident, including the resident's distributive share of the net profit of pass-through entities owned directly or indirectly by the resident and any net profit of the resident, except as provided in 2(x)(4) of this division.

(ii) For the purposes of division 2(p)(1)(i) of this section:

(aaa) Any net operating loss of the resident incurred in the taxable year and the resident's distributive share of any net operating loss generated in the same taxable year and attributable to the resident's ownership interest in a pass-through entity shall be allowed as a deduction, for that taxable year and the following five taxable years, against any other net profit of the resident or the resident's distributive share of any net profit attributable to the resident's ownership interest in a pass-through entity until fully utilized, subject to division 2(p)(1)(iv) of this section;

(bbb) The resident's distributive share of the net profit of each pass-through entity owned directly or indirectly by the resident shall be calculated without regard to any net operating loss that is carried forward by that entity from a prior taxable year and applied to reduce the entity's net profit for the current taxable year.

(iii) Division 2(p)(1)(ii) of this section does not apply with respect to any net profit or net operating loss attributable to an ownership interest in an S corporation unless shareholders' shares of net profits from S corporations are subject to tax in the City of Strongsville as provided in division 2(l)(14) or 2(p)(5) of this section.

(iv) Any amount of a net operating loss used to reduce a taxpayer's net profit for a taxable year shall reduce the amount of net operating loss that may be carried forward to any subsequent year for use by that taxpayer. In no event shall the cumulative deductions for all taxable years with respect to a taxpayer's net operating loss exceed the original amount of that net operating loss available to that taxpayer.

(2) In the case of nonresidents, all income, salaries, qualifying wages, commissions, and other compensation from whatever source earned or received by the nonresident for work done, services performed or rendered, or activities conducted in the City of Strongsville, including any net profit of the nonresident, but excluding the nonresident's distributive share of the net profit or loss of only pass-through entities owned directly or indirectly by the nonresident.

(3) For taxpayers that are not individuals, net profit of the taxpayer;

(4) Lottery, sweepstakes, gambling and sports winnings, winnings from games of chance, and prizes and awards. If the taxpayer is a professional gambler for federal income tax purposes, the taxpayer may deduct related wagering losses and expenses to the extent authorized under the Internal Revenue Code and claimed against such winnings.

(5) Intentionally left blank.

(q) "**Intangible income**" means income of any of the following types: income yield, interest, capital gains, dividends, or other income arising from the ownership, sale, exchange, or other disposition of intangible property including, but not limited to, investments, deposits, money, or credits as those terms are defined in Chapter 5701. of the ORC, and patents, copyrights, trademarks, tradenames, investments in real estate investment trusts, investments in regulated investment companies, and appreciation on deferred compensation. "Intangible income" does not include prizes, awards, or other income associated with any lottery winnings, gambling winnings, or other similar games of chance.

(r) "**Internal Revenue Code**" has the same meaning as in Section 5747.01 of the ORC.

(s) "**Limited liability company**" means a limited liability company formed under Chapter 1705. of the ORC or under the laws of another state.

(t) "**Municipal corporation**" includes a joint economic development district or joint economic development zone that levies an income tax under Section 715.691 , 715.70 , 715.71 , or 715.74 of the ORC.

(u) (1) "**Municipal taxable income**" means the following:

(i) For a person other than an individual, income reduced by exempt income to the extent otherwise included in income and then, as applicable, apportioned or sitused to the City of Strongsville under Section 881.03, and further reduced by any pre-2017 net operating loss carryforward available to the person for City of Strongsville.

(ii) (aaa) For an individual who is a resident of Strongsville, income reduced by exempt income to the extent otherwise included in income, then reduced as provided in division 2(u)(2) of this section, and further reduced by any pre-2017 net operating loss carryforward available to the individual for the municipal corporation.

(bbb) For an individual who is a nonresident of Strongsville, income reduced by exempt income to the extent otherwise included in income and then, as applicable, apportioned or sitused to the municipal corporation under Section 881.03, then reduced as provided in division 2(u)(2) of this section, and further reduced by any pre-2017 net operating loss carryforward available to the individual for the City of Strongsville.

(2) In computing the municipal taxable income of a taxpayer who is an individual, the taxpayer may subtract, as provided in division 2(u)(1)(ii)(aaa) or 2(u)(2) of this section, the amount of the individual's employee business expenses reported on the individual's form 2106 that the individual deducted for federal income tax purposes for the taxable year, subject to the limitation imposed by Section 67 of the Internal Revenue Code. For the municipal corporation in which the taxpayer is a resident, the taxpayer may deduct all such expenses allowed for federal income tax purposes, but to the extent the expenses do not relate to exempt income. For a municipal corporation in which the taxpayer is not a resident, the taxpayer may deduct such expenses only to the extent the expenses are related to the taxpayer's performance of personal services in that nonresident municipal corporation and are not related to exempt income.

(v) "**Municipality**" or "**City**" or "**Strongsville**" means the same as City of Strongsville. If the terms are capitalized in the Ordinance they are referring to Strongsville. If not capitalized, they refer to a municipal corporation other than Strongsville.

(w) "**Net operating loss**" means a loss incurred by a person in the operation of a trade or business. "Net operating loss" does not include unutilized losses resulting from basis limitations, at-risk limitations, or passive activity loss limitations.

(x) (1) "**Net profit**" for a person other than an individual means adjusted federal taxable income.

(2) "Net profit" for a person who is an individual means the individual's net profit required to be reported on schedule C, schedule E, or schedule F reduced by any net operating loss carried forward. For the purposes of division 2(x)(2) of this section, the net operating loss carried forward shall be calculated and deducted in the same manner as provided in division 2(a)(8) of this section.

(3) For the purposes of this chapter, and notwithstanding division 2(x)(1) of this section, net profit of a disregarded entity shall not be taxable as against that disregarded entity, but shall instead be included in the net profit of the owner of the disregarded entity.

(4) A publicly traded partnership that is treated as a partnership for federal income tax purposes, and that is subject to tax on its net profits by Strongsville, may elect to be treated as a C corporation by Strongsville. The election shall be made on the annual return for Strongsville. The City of Strongsville will treat the publicly traded partnership as a C corporation if the election is so made.

(y) "**Nonresident**" means an individual that is not a resident.

(z) "**Ohio Business Gateway**" means the online computer network system, created under Section 125.30 of the ORC, that allows persons to electronically file business reply forms with state agencies and includes any successor electronic filing and payment system.

(aa) "**Other payer**" means any person, other than an individual's employer or the employer's agent that pays an individual any amount included in the federal gross income of the individual. "Other payer" includes casino operators and video lottery terminal sales agents.

(bb) "**Pass-through entity**" means a partnership not treated as an association taxable as a C corporation for federal income tax purposes, a limited liability company not treated as an association taxable as a C corporation for federal income tax purposes, an S corporation, or any other class of entity from which the income or profits of the entity are given pass-through treatment for federal income tax

purposes. "Pass-through entity" does not include a trust, estate, grantor of a grantor trust, or disregarded entity.

(cc) "**Pension**" means any amount paid to an employee or former employee that is reported to the recipient on an IRS form 1099-R, or successor form. Pension does not include deferred compensation, or amounts attributable to nonqualified deferred compensation plans, reported as FICA/Medicare wages on an IRS form W-2, Wage and Tax Statement, or successor form.

(dd) "**Person**" includes individuals, firms, companies, joint stock companies, business trusts, estates, trusts, partnerships, limited liability partnerships, limited liability companies, associations, C corporations, S corporations, governmental entities, and any other entity.

(ee) "**Postal service**" means the United States Postal Service.

(ff) "**Postmark date,**" "**date of postmark,**" and similar terms include the date recorded and marked in the manner described in division (B)(3) of Section 5703.056 of the ORC.

(gg) (1) "**Pre-2017 net operating loss carryforward**" means any net operating loss incurred in a taxable year beginning before January 1, 2017, to the extent such loss was permitted, by a resolution or ordinance of Strongsville that was adopted by Strongsville before January 1, 2016, to be carried forward and utilized to offset income or net profit generated in Strongsville in future taxable years.

(2) For the purpose of calculating municipal taxable income, any pre-2017 net operating loss carryforward may be carried forward to any taxable year, including taxable years beginning in 2017 or thereafter, for the number of taxable years provided in the resolution or ordinance or until fully utilized, whichever is earlier.

(hh) "**Publicly traded partnership**" means any partnership, an interest in which is regularly traded on an established securities market. A "publicly traded partnership" may have any number of partners.

(ii) "**Qualifying wages**" means wages, as defined in Section 3121(a) of the Internal Revenue Code, without regard to any wage limitations, adjusted as follows:

(1) Deduct the following amounts:

(i) Any amount included in wages if the amount constitutes compensation attributable to a plan or program described in Section 125 of the Internal Revenue Code.

(ii) Any amount included in wages if the amount constitutes payment on account of a disability related to sickness or an accident paid by a party unrelated to the employer, agent of an employer, or other payer.

(iii) Intentionally left blank.

(iv) Intentionally left blank.

(v) Any amount included in wages that is exempt income.

(2) Add the following amounts:



(i) Any amount not included in wages solely because the employee was employed by the employer before April 1, 1986.

(ii) Any amount not included in wages because the amount arises from the sale, exchange, or other disposition of a stock option, the exercise of a stock option, or the sale, exchange, or other disposition of stock purchased under a stock option. Division 2(ii)(2)(ii) of this section applies only to those amounts constituting ordinary income.

(iii) Any amount not included in wages if the amount is an amount described in section 401(k), 403(b), or 457 of the Internal Revenue Code. Division (2)(iii) of this section applies only to employee contributions and employee deferrals.

(iv) Any amount that is supplemental unemployment compensation benefits described in Section 3402(o)(2) of the Internal Revenue Code and not included in wages.

(v) Any amount received that is treated as self-employment income for federal tax purposes in accordance with Section 1402(a)(8) of the Internal Revenue Code.

(vi) Any amount not included in wages if all of the following apply:

(aaa) For the taxable year the amount is employee compensation that is earned outside the United States and that either is included in the taxpayer's gross income for federal income tax purposes or would have been included in the taxpayer's gross income for such purposes if the taxpayer did not elect to exclude the income under Section 911 of the Internal Revenue Code;

(bbb) For no preceding taxable year did the amount constitute wages as defined in Section 3121(a) of the Internal Revenue Code;

(ccc) For no succeeding taxable year will the amount constitute wages; and

(ddd) For any taxable year the amount has not otherwise been added to wages pursuant to either division 2(ii)(2) of this section or ORC Section 718.03, as that section existed before the effective date of H.B. 5 of the 130th General Assembly, March 23, 2015.

**(jj) "Related entity"** means any of the following:

(1) An individual stockholder, or a member of the stockholder's family enumerated in Section 318 of the Internal Revenue Code, if the stockholder and the members of the stockholder's family own directly, indirectly, beneficially, or constructively, in the aggregate, at least fifty percent (50%) of the value of the taxpayer's outstanding stock;

(2) A stockholder, or a stockholder's partnership, estate, trust, or corporation, if the stockholder and the stockholder's partnerships, estates, trusts, or corporations own directly, indirectly, beneficially, or constructively, in the aggregate, at least fifty percent (50%) of the value of the taxpayer's outstanding stock;

(3) A corporation, or a party related to the corporation in a manner that would require an attribution of stock from the corporation to the party or from the party to the corporation under division 2(jj)(4) of this section, provided the taxpayer owns directly, indirectly, beneficially, or constructively, at least fifty percent of the value of the corporation's outstanding stock;

(4) The attribution rules described in Section 318 of the Internal Revenue Code apply for the purpose of determining whether the ownership requirements in divisions 2(jj)(1) to (3) of this section have been met.

**(kk) "Related member"** means a person that, with respect to the taxpayer during all or any portion of the taxable year, is either a related entity, a component member as defined in Section 1563(b) of the Internal Revenue Code, or a person to or from whom there is attribution of stock ownership in accordance with Section 1563(e) of the Internal Revenue Code except, for purposes of determining whether a person is a related member under this division, "twenty percent (20%)" shall be substituted for "five percent (5%)" wherever "five percent (5%)" appears in Section 1563(e) of the Internal Revenue Code.

**(ll) "Resident"** means an individual who is domiciled in the municipal corporation as determined under Section 881.03(5).

**(mm) "S corporation"** means a person that has made an election under subchapter S of Chapter 1 of Subtitle A of the Internal Revenue Code for its taxable year.

**(nn) "Schedule C"** means internal revenue service schedule C (form 1040) filed by a taxpayer pursuant to the Internal Revenue Code.

**(oo) "Schedule E"** means internal revenue service schedule E (form 1040) filed by a taxpayer pursuant to the Internal Revenue Code.

**(pp) "Schedule F"** means internal revenue service schedule F (form 1040) filed by a taxpayer pursuant to the Internal Revenue Code.

**(qq) "Single member limited liability company"** means a limited liability company that has one direct member.

**(rr) "Small employer"** means any employer that had total revenue of less than \$500,000 during the preceding taxable year. For purposes of this division, "total revenue" means receipts of any type or kind, including, but not limited to, sales receipts; payments; rents; profits; gains, dividends, and other investment income; compensation; commissions; premiums; money; property; grants; contributions; donations; gifts; program service revenue; patient service revenue; premiums; fees, including premium fees and service fees; tuition payments; unrelated business revenue; reimbursements; any type of payment from a governmental unit, including grants and other allocations; and any other similar receipts reported for federal income tax purposes or under generally accepted accounting principles. "Small employer" does not include the federal government; any state government, including any state agency or instrumentality; any political subdivision; or any entity treated as a government for financial accounting and reporting purposes.

**(ss) "Tax Administrator"** means the individual charged with direct responsibility for administration of the income tax levied by the City of Strongsville in accordance with this chapter of the City's Codified Ordinances, who shall be the City's Director of Finance.

**(tt) "Tax return preparer"** means any individual described in Section 7701(a)(36) of the Internal Revenue Code and 26 C.F.R. 301.7701-15 .

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

(vv) (1) **"Taxpayer"** means a person subject to a tax levied on income by a municipal corporation in accordance with this chapter. "Taxpayer" does not include a grantor trust or, except as provided in division 2(vv)(2)(i) of this section, a disregarded entity.

(2) (i) A single member limited liability company that is a disregarded entity for federal tax purposes may be a separate taxpayer from its single member in all Ohio municipal corporations in which it either filed as a separate taxpayer or did not file for its taxable year ending in 2003, if all of the following conditions are met:

(aaa) The limited liability company's single member is also a limited liability company.

(bbb) The limited liability company and its single member were formed and doing business in one or more Ohio municipal corporations for at least five years before January 1, 2004.

(ccc) Not later than December 31, 2004, the limited liability company and its single member each made an election to be treated as a separate taxpayer under division (L) of ORC Section 718.01 as the section existed on December 31, 2004.

(ddd) The limited liability company was not formed for the purpose of evading or reducing Ohio municipal corporation income tax liability of the limited liability company or its single member.

(eee) The Ohio municipal corporation that was the primary place of business of the sole member of the limited liability company consented to the election.

(ii) For purposes of division 2(vv)(1)(ii) of this section, a municipal corporation was the primary place of business of a limited liability company if, for the limited liability company's taxable year ending in 2003, its income tax liability was greater in that municipal corporation than in any other municipal corporation in Ohio, and that tax liability to that municipal corporation for its taxable year ending in 2003 was at least \$400,000.

(ww) **"Taxpayers' rights and responsibilities"** means the rights provided to taxpayers in Sections 881.09, 881.12, 881.13, 881.19.2, 881.20 and 881.21 of this Chapter, and Sections 5717.011 and 5717.03 of the ORC, and the responsibilities of taxpayers to file, report, withhold, remit, and pay municipal income tax and otherwise comply with Chapter 718 of the ORC and resolutions, ordinances, and rules and regulations adopted by the City of Strongsville for the imposition and administration of a municipal income tax.

(xx) **"Video lottery terminal"** has the same meaning as in Section 3770.21 of the ORC.

(yy) **"Video lottery terminal sales agent"** means a lottery sales agent licensed under Chapter 3770. of the ORC to conduct video lottery terminals on behalf of the state pursuant to Section 3770.21 of the ORC.

### **881.03 IMPOSITION OF TAX.**

The income tax levied by the City of Strongsville at a rate of two percent (2%) is levied on the Municipal Taxable Income of every person residing in and/or earning and/or receiving income in the City of Strongsville.

## **Individuals.**

1. For residents of the City of Strongsville, the income tax levied herein shall be on all income, salaries, qualifying wages, commissions, and other compensation from whatever source earned or received by the resident, including the resident's distributive share of the net profit of pass-through entities owned directly or indirectly by the resident and any net profit of the resident. This is further detailed in the definition of income Section 881.02, 2(p).

2. For nonresidents, all income, salaries, qualifying wages, commissions, and other compensation from whatever source earned or received by the nonresident for work done, services performed or rendered, or activities conducted in the municipal corporation, including any net profit of the nonresident, but excluding the nonresident's distributive share of the net profit or loss of only pass-through entities owned directly or indirectly by the nonresident.

3. For residents and nonresidents, income can be reduced to "Municipal Taxable Income" as defined in Section 881.02,2(u). Exemptions which may apply are specified in Section 881.02,2(l)

## **Refundable credit for Nonqualified Deferred Compensation Plan.**

4. (a) As used in this division:

(1) "Nonqualified deferred compensation plan" means a compensation plan described in Section 3121(v)(2)(C) of the Internal Revenue Code.

(2) "Qualifying loss" means the amount of compensation attributable to a taxpayer's nonqualified deferred compensation plan, less the receipt of money and property attributable to distributions from the nonqualified deferred compensation plan. Full loss is sustained if no distribution of money and property is made by the nonqualified deferred compensation plan. The taxpayer sustains a qualifying loss only in the taxable year in which the taxpayer receives the final distribution of money and property pursuant to that nonqualified deferred compensation plan.

(3) (i) "Qualifying tax rate" means the applicable tax rate for the taxable year for which the taxpayer paid income tax to the City of Strongsville with respect to any portion of the total amount of compensation the payment of which is deferred pursuant to a nonqualified deferred compensation plan.

(ii) If different tax rates applied for different taxable years, then the "qualifying tax rate" is a weighted average of those different tax rates. The weighted average shall be based upon the tax paid to the City of Strongsville each year with respect to the nonqualified deferred compensation plan.

(4) "Refundable credit" means the amount of City of Strongsville income tax that was paid on the non-distributed portion, if any, of a nonqualified deferred compensation plan.

(b) If, in addition to the City of Strongsville, a taxpayer has paid tax to other municipal corporations with respect to the nonqualified deferred compensation plan, the amount of the credit that a taxpayer may claim from each municipal corporation shall be calculated on the basis of each municipal corporation's proportionate share of the total municipal corporation income tax paid by the taxpayer to all municipal corporations with respect to the nonqualified deferred compensation plan.

(c) In no case shall the amount of the credit allowed under this section exceed the cumulative income tax that a taxpayer has paid to the City of Strongsville for all taxable years with respect to the nonqualified deferred compensation plan.

(d) The credit allowed under this division is allowed only to the extent the taxpayer's qualifying loss is attributable to:

(1) The insolvency or bankruptcy of the employer who had established the nonqualified deferred compensation plan; or

(2) The employee's failure or inability to satisfy all of the employer's terms and conditions necessary to receive the nonqualified deferred compensation.

**Domicile.**

5. (a) (1) An individual is presumed to be domiciled in the City of Strongsville for all or part of a taxable year if the individual was domiciled in City of Strongsville on the last day of the immediately preceding taxable year or if the Tax Administrator reasonably concludes that the individual is domiciled in the City of Strongsville for all or part of the taxable year.

(2) An individual may rebut the presumption of domicile described in division 5(a)(1) of this section if the individual establishes by a preponderance of the evidence that the individual was not domiciled in the City of Strongsville for all or part of the taxable year.

(b) For the purpose of determining whether an individual is domiciled in the City of Strongsville for all or part of a taxable year, factors that may be considered include, but are not limited to, the following:

(1) The individual's domicile in other taxable years;

(2) The location at which the individual is registered to vote;

(3) The address on the individual's driver's license;

(4) The location of real estate for which the individual claimed a property tax exemption or reduction allowed on the basis of the individual's residence or domicile;

(5) The location and value of abodes owned or leased by the individual;

(6) Declarations, written or oral, made by the individual regarding the individual's residency;

(7) The primary location at which the individual is employed.

(8) The location of educational institutions attended by the individual's dependents as defined in Section 152 of the Internal Revenue Code, to the extent that tuition paid to such educational institution is based on the residency of the individual or the individual's spouse in the municipal corporation where the educational institution is located;

(9) The number of contact periods the individual has with the City of Strongsville. For the purposes of this division, an individual has one "contact period" with Strongsville if the individual is away overnight from the individual's abode located outside of Strongsville and while away overnight from that abode spends at least some portion, however minimal, of each of two consecutive days in Strongsville.

(c) All additional applicable factors are provided in the Rules and Regulations.

**Businesses.**

6. This division applies to any taxpayer engaged in a business or profession in the City of Strongsville, unless the taxpayer is an individual who resides in Strongsville or the taxpayer is an electric company, combined company, or telephone company that is subject to and required to file reports under Chapter 5745. of the ORC.

(a) Except as otherwise provided in division 6(b) of this section, net profit from a business or profession conducted both within and without the boundaries of the City of Strongsville shall be considered as having a taxable situs in Strongsville for purposes of municipal income taxation in the same proportion as the average ratio of the following:

(1) The average original cost of the real property and tangible personal property owned or used by the taxpayer in the business or profession in Strongsville during the taxable period to the average original cost of all of the real and tangible personal property owned or used by the taxpayer in the business or profession during the same period, wherever situated.

As used in the preceding paragraph, tangible personal or real property shall include property rented or leased by the taxpayer and the value of such property shall be determined by multiplying the annual rental thereon by eight;

(2) Wages, salaries, and other compensation paid during the taxable period to individuals employed in the business or profession for services performed in Strongsville to wages, salaries, and other compensation paid during the same period to individuals employed in the business or profession, wherever the individual's services are performed, excluding compensation from which taxes are not required to be withheld under Section 881.04 division 3;

(3) Total gross receipts of the business or profession from sales and rentals made and services performed during the taxable period in Strongsville to total gross receipts of the business or profession during the same period from sales, rentals, and services, wherever made or performed.

(b) (1) If the apportionment factors described in division 6(a) of this section do not fairly represent the extent of a taxpayer's business activity in Strongsville, the taxpayer may request, or the Tax Administrator of the City of Strongsville may require, that the taxpayer use, with respect to all or any portion of the income of the taxpayer, an alternative apportionment method involving one or more of the following:

(i) Separate accounting;

(ii) The exclusion of one or more of the factors;

(iii) The inclusion of one or more additional factors that would provide for a more fair apportionment of the income of the taxpayer to the municipal corporation;

(iv) A modification of one or more of the factors.

(2) A taxpayer request to use an alternative apportionment method shall be in writing and shall accompany a tax return, timely filed appeal of an assessment, or timely filed amended tax return.



The taxpayer may use the requested alternative method unless the Tax Administrator denies the request in an assessment issued within the period prescribed by Section 881.12/1.

(3) The Tax Administrator may require a taxpayer to use an alternative apportionment method as described in division 6(b)(1) of this section, but only by issuing an assessment to the taxpayer within the period prescribed by Section 881.12/1.

(4) Nothing in division 6(b) of this section nullifies or otherwise affects any alternative apportionment arrangement approved by the Tax Administrator or otherwise agreed upon by both the Tax Administrator and taxpayer before January 1, 2016.

(c) As used in division 6(a)(2) of this section, "wages, salaries, and other compensation" includes only wages, salaries, or other compensation paid to an employee for services performed at any of the following locations:

(1) A location that is owned, controlled, or used by, rented to, or under the possession of one of the following:

(i) The employer;

(ii) A vendor, customer, client, or patient of the employer, or a related member of such a vendor, customer, client, or patient;

(iii) A vendor, customer, client, or patient of a person described in 6(c)(1)ii) of this section, or a related member of such a vendor, customer, client, or patient.

(2) Any location at which a trial, appeal, hearing, investigation, inquiry, review, court-martial, or similar administrative, judicial, or legislative matter or proceeding is being conducted, provided that the compensation is paid for services performed for, or on behalf of, the employer or that the employee's presence at the location directly or indirectly benefits the employer;

(3) Any other location, if the Tax Administrator determines that the employer directed the employee to perform the services at the other location in lieu of a location described in division 6(c)(1) or (2) of this section solely in order to avoid or reduce the employer's municipal income tax liability. If the Tax Administrator makes such a determination, the employer may dispute the determination by establishing, by a preponderance of the evidence, that the Tax Administrator's determination was unreasonable.

(d) For the purposes of division 6(a)(3) of this section, receipts from sales and rentals made and services performed shall be situated to a municipal corporation as follows:

(1) Gross receipts from the sale of tangible personal property shall be situated to the municipal corporation in which the sale originated. For the purposes of this division, a sale of property originates in City of Strongsville if, regardless of where title passes, the property meets any of the following criteria:

(i) The property is shipped to or delivered within Strongsville from a stock of goods located within the City of Strongsville.

(ii) The property is delivered within Strongsville from a location outside Strongsville, provided the taxpayer is regularly engaged through its own employees in the solicitation or promotion of sales within the City of Strongsville and the sales result from such solicitation or promotion.

(iii) The property is shipped from a place within Strongsville to purchasers outside Strongsville, provided that the taxpayer is not, through its own employees, regularly engaged in the solicitation or promotion of sales at the place where delivery is made.

(2) Gross receipts from the sale of services shall be situated to Strongsville to the extent that such services are performed in such City.

(3) To the extent included in income, gross receipts from the sale of real property located in the City of Strongsville shall be situated to Strongsville.

(4) To the extent included in income, gross receipts from rents and royalties from real property located in Strongsville shall be situated to the City of Strongsville.

(5) Gross receipts from rents and royalties from tangible personal property shall be situated to the City of Strongsville based upon the extent to which the tangible personal property is used in Strongsville.

(e) The net profit received by an individual taxpayer from the rental of real estate owned directly by the individual, or by a disregarded entity owned by the individual, shall be subject to Strongsville's tax only if the property generating the net profit is located in the City of Strongsville or if the individual taxpayer that receives the net profit is a resident of Strongsville. Strongsville shall allow such taxpayers to elect to use separate accounting for the purpose of calculating net profit situated under this division to the municipal corporation in which the property is located.

(f) (1) Commissions received by a real estate agent or broker relating to the sale, purchase, or lease of real estate shall be situated to the municipal corporation in which the real estate is located. Net profit reported by the real estate agent or broker shall be allocated to Strongsville, if applicable, based upon the ratio of the commissions the agent or broker received from the sale, purchase, or lease of real estate located in Strongsville to the commissions received from the sale, purchase, or lease of real estate everywhere in the taxable year.

(2) An individual who is a resident of Strongsville shall report the individual's net profit from all real estate activity on the individual's annual tax return for Strongsville. The individual may claim a credit for taxes the individual paid on such net profit to another municipal corporation to the extent that such a credit is allowed under Strongsville's income tax ordinance.

(g) When calculating the ratios described in division 6(a) of this section for the purposes of that division or division 6(b) of this section, the owner of a disregarded entity shall include in the owner's ratios the property, payroll, and gross receipts of such disregarded entity.

(h) Left intentionally blank.

(i) Intentionally left blank.

## **881.04 COLLECTION AT SOURCE.**

### **Withholding provisions.**

1. Each employer, agent of an employer, or other payer located or doing business in the City of Strongsville shall withhold an income tax from the qualifying wages earned and/or received by each employee in the City of Strongsville. Except for qualifying wages for which withholding is not required under Section 881.03 or division 2(d) or (f) of this section, the tax shall be withheld at the rate, specified in Section 881.01 division 2(a) of this chapter, of two percent (2%). An employer, agent of an employer, or other payer shall deduct and withhold the tax from qualifying wages on the date that the employer, agent, or other payer directly, indirectly, or constructively pays the qualifying wages to, or credits the qualifying wages to the benefit of, the employee.

2. (a) Except as provided in division (2)(b) of this section, an employer, agent of an employer, or other payer shall remit to the Tax Administrator of Strongsville the greater of the income taxes deducted and withheld or the income taxes required to be deducted and withheld by the employer, agent, or other payer according to the following schedule:

(1) Taxes required to be deducted and withheld shall be remitted monthly to the Tax Administrator if the total taxes deducted and withheld or required to be deducted and withheld by the employer, agent, or other payer on behalf of the City of Strongsville in the preceding calendar year exceeded \$2,399, or if the total amount of taxes deducted and withheld or required to be deducted and withheld on behalf of the City of Strongsville in any month of the preceding calendar quarter exceeded \$200.

Payment under division 2(a)(1) of this section shall be made so that the payment is received by the Tax Administrator not later than 15 days after the last day of each month for which the tax was withheld.

(2) Any employer, agent of an employer, or other payer not required to make payments under division 2(a)(1) of this section of taxes required to be deducted and withheld shall make quarterly payments to the Tax Administrator not later than the 15th day of the month following the end of each calendar quarter.

(3) Intentionally left blank.

(b) If the employer, agent of an employer, or other payer is required to make payments electronically for the purpose of paying federal taxes withheld on payments to employees under Section 6302 of the Internal Revenue Code, 26 C.F.R. 31.6302-1, or any other federal statute or regulation, the payment shall be made by electronic funds transfer to the Tax Administrator of all taxes deducted and withheld on behalf of Strongsville. The payment of tax by electronic funds transfer under this division does not affect an employer's, agent's, or other payer's obligation to file any return as required under this section.

(c) An employer, agent of an employer, or other payer shall make and file a return showing the amount of tax withheld by the employer, agent, or other payer from the qualifying wages of each employee and remitted to the Tax Administrator. A return filed by an employer, agent, or other payer under this division shall be accepted by Tax Administrator and Strongsville as the return required of a non-resident employee whose sole income subject to the tax under this chapter is the qualifying wages reported by the employee's employer, agent of an employer, or other payer.

(d) An employer, agent of an employer, or other payer is not required to withhold Strongsville income tax with respect to an individual's disqualifying disposition of an incentive stock option if, at the time of the disqualifying disposition, the individual is not an employee of either the corporation with respect to whose stock the option has been issued or of such corporation's successor entity.

(e) (1) An employee is not relieved from liability for a tax by the failure of the employer, agent of an employer, or other payer to withhold the tax as required under this chapter or by the employer's, agent's, or other payer's exemption from the requirement to withhold the tax.

(2) The failure of an employer, agent of an employer, or other payer to remit to Strongsville the tax withheld relieves the employee from liability for that tax unless the employee colluded with the employer, agent, or other payer in connection with the failure to remit the tax withheld.

(f) Compensation deferred before June 26, 2003, is not subject to Strongsville income tax or income tax withholding requirement to the extent the deferred compensation does not constitute qualifying wages at the time the deferred compensation is paid or distributed.

(g) Each employer, agent of an employer, or other payer required to withhold taxes is liable for the payment of that amount required to be withheld, whether or not such taxes have been withheld, and such amount shall be deemed to be held in trust for Strongsville until such time as the withheld amount is remitted to the Tax Administrator.

(h) On or before the last day of February of each year, an employer shall file a withholding reconciliation return with the Tax Administrator listing:

(1) The names, addresses, and social security numbers of all employees from whose qualifying wages tax was withheld or should have been withheld for Strongsville during the preceding calendar year;

(2) The amount of tax withheld, if any, from each such employee, the total amount of qualifying wages paid to such employee during the preceding calendar year;

(3) The name of every other municipal corporation for which tax was withheld or should have been withheld from such employee during the preceding calendar year;

(4) Any other information required for federal income tax reporting purposes on Internal Revenue Service form W-2 or its equivalent form with respect to such employee;

(5) Other information as may be required by the Tax Administrator.

(i) The officer or the employee of the employer, agent of an employer, or other payer with control or direct supervision of or charged with the responsibility for withholding the tax or filing the reports and making payments as required by this section, shall be personally liable for a failure to file a report or pay the tax due as required by this section. The dissolution of an employer, agent of an employer, or other payer does not discharge the officer's or employee's liability for a failure of the employer, agent of an employer, or other payer to file returns or pay any tax due.

(j) An employer is required to deduct and withhold Strongsville income tax on tips and gratuities received by the employer's employees and constituting qualifying wages, but only to the extent that the tips and gratuities are under the employer's control. For the purposes of this division, a tip or gratuity is under the employer's control if the tip or gratuity is paid by the customer to the employer for

subsequent remittance to the employee, or if the customer pays the tip or gratuity by credit card, debit card, or other electronic means.

(k) The Tax Administrator shall consider any tax withheld by an employer at the request of an employee, when such tax is not otherwise required to be withheld by this chapter, to be tax required to be withheld and remitted for the purposes of this section

**Occasional Entrant - Withholding.**

3. (a) As used in this division:

(1) "Employer" includes a person that is a related member to or of an employer.

(2) "Fixed location" means a permanent place of doing business in this state, such as an office, warehouse, storefront, or similar location owned or controlled by an employer.

(3) "Principal place of work" means the fixed location to which an employee is required to report for employment duties on a regular and ordinary basis. If the employee is not required to report for employment duties on a regular and ordinary basis to a fixed location, "principal place of work" means the worksite location in this state to which the employee is required to report for employment duties on a regular and ordinary basis. If the employee is not required to report for employment duties on a regular and ordinary basis to a fixed location or worksite location, "principal place of work" means the location in this state at which the employee spends the greatest number of days in a calendar year performing services for or on behalf of the employee's employer.

If there is not a single municipal corporation in which the employee spent the "greatest number of days in a calendar year" performing services for or on behalf of the employer, but instead there are two or more municipal corporations in which the employee spent an identical number of days that is greater than the number of days the employee spent in any other municipal corporation, the employer shall allocate any of the employee's qualifying wages subject to division 3(b)(1)(i) of this section among those two or more municipal corporations. The allocation shall be made using any fair and reasonable method, including, but not limited to, an equal allocation among such municipal corporations or an allocation based upon the time spent or sales made by the employee in each such municipal corporation. A municipal corporation to which qualifying wages are allocated under this division shall be the employee's "principal place of work" with respect to those qualifying wages for the purposes of this section.

For the purposes of this division, the location at which an employee spends a particular day shall be determined in accordance with division 3(b)(2) of this section, except that "location" shall be substituted for "municipal corporation" wherever "municipal corporation" appears in that division.

(4) "Professional athlete" means an athlete who performs services in a professional athletic event for wages or other remuneration.

(5) "Professional entertainer" means a person who performs services in the professional performing arts for wages or other remuneration on a per-event basis.

(6) "Public figure" means a person of prominence who performs services at discrete events, such as speeches, public appearances, or similar events, for wages or other remuneration on a per-event basis.

(7) "Worksite location" means a construction site or other temporary worksite in this state at which the employer provides services for more than 20 days during the calendar year. "Worksite location" does not include the home of an employee.

(b) (1) Subject to divisions 3(c), (e) and (f) of this section, an employer is not required to withhold Strongsville income tax on qualifying wages paid to an employee for the performance of personal services in the City of Strongsville if the employee performed such services in Strongsville on 20 or fewer days in a calendar year, unless one of the following conditions applies:

(i) The employee's principal place of work is located in Strongsville.

(ii) The employee performed services at one or more presumed worksite locations in Strongsville. For the purposes of this division, "presumed worksite location" means a construction site or other temporary worksite in Strongsville at which the employer provides or provided services that can reasonably be, or would have been, expected by the employer to last more than 20 days in a calendar year. Services can "reasonably be expected by the employer to last more than 20 days" if either of the following applies at the time the services commence:

(aaa) The nature of the services are such that it will require more than 20 days of the services to complete the services;

(bbb) The agreement between the employer and its customer to perform services at a location requires the employer to perform the services at the location for more than 20 days.

(iii) The employee is a resident of Strongsville and has requested that the employer withhold tax from the employee's qualifying wages as provided in Section 881.04.

(iv) The employee is a professional athlete, professional entertainer, or public figure, and the qualifying wages are paid for the performance of services in the employee's capacity as a professional athlete, professional entertainer, or public figure.

(2) For the purposes of division 3(b)(1) of this section, an employee shall be considered to have spent a day performing services in Strongsville only if the employee spent more time performing services for or on behalf of the employer in Strongsville than in any other municipal corporation on that day. For the purposes of determining the amount of time an employee spent in a particular location, the time spent performing one or more of the following activities shall be considered to have been spent at the employee's principal place of work:

(i) Traveling to the location at which the employee will first perform services for the employer for the day;

(ii) Traveling from a location at which the employee was performing services for the employer to any other location;

(iii) Traveling from any location to another location in order to pick up or load, for the purpose of transportation or delivery, property that has been purchased, sold, assembled, fabricated, repaired, refurbished, processed, remanufactured, or improved by the employee's employer;

(iv) Transporting or delivering property described in division 3(b)(2)(iii) of this section, provided that, upon delivery of the property, the employee does not temporarily or permanently affix the property to real estate owned, used, or controlled by a person other than the employee's employer;



(v) Traveling from the location at which the employee makes the employee's final delivery or pick-up for the day to either the employee's principal place of work or a location at which the employee will not perform services for the employer.

(c) If the principal place of work of an employee is located in another Ohio municipal corporation that imposes an income tax, the exception from withholding requirements described in division 3(b)(1) of this section shall apply only if, with respect to the employee's qualifying wages described in that division, the employer withholds and remits tax on such qualifying wages to that municipal corporation.

(d) (1) Except as provided in division 3(d)(2) of this section, if, during a calendar year, the number of days an employee spends performing personal services in Strongsville exceeds the 20-day threshold, the employer shall withhold and remit tax to Strongsville for any subsequent days in that calendar year on which the employer pays qualifying wages to the employee for personal services performed in Strongsville.

(2) An employer required to begin withholding tax for the City of Strongsville under division 3(d)(1) of this section may elect to withhold tax for Strongsville for the first 20 days on which the employer paid qualifying wages to the employee for personal services performed in Strongsville.

(e) If an employer's fixed location is in Strongsville and the employer qualifies as a small employer as defined in Section 881.02, the employer shall withhold municipal income tax on all of the employee's qualifying wages for a taxable year and remit that tax only to Strongsville, regardless of the number of days which the employee worked outside the corporate boundaries of Strongsville.

To determine whether an employer qualifies as a small employer for a taxable year, the employer will be required to provide the Tax Administrator with the employer's federal income tax return for the preceding taxable year.

(f) Divisions 3(b)(1) and (d) of this section shall not apply to the extent that a Tax Administrator and an employer enter into an agreement regarding the manner in which the employer shall comply with the requirements of Section 881.04.

#### **881.05 ANNUAL RETURN; FILING.**

1. An annual City of Strongsville income tax return shall be completed and filed by every individual taxpayer eighteen (18) years of age or older and any taxpayer that is not an individual for each taxable year for which the taxpayer is subject to the tax, whether or not a tax is due thereon.

(a) The Tax Administrator may accept on behalf of all nonresident individual taxpayers a return filed by an employer, agent of an employer, or other payer under Section 881.04 of this chapter when the nonresident individual taxpayer's sole income subject to the tax is the qualifying wages reported by the employer, agent of an employer, or other payer, and no additional tax is due to Strongsville.

(b) Retirees having no Municipal Taxable Income for Strongsville income tax purposes may file with the Tax Administrator a written exemption from these filing requirements on a form prescribed by the Tax Administrator. The written exemption shall indicate the date of retirement and the entity from which retired. The exemption shall be in effect until such time as the retiree receives Municipal Taxable Income taxable to the City of Strongsville, at which time the retiree shall be required to comply with all applicable provisions of this chapter.

2. If an individual is deceased, any return or notice required of that individual shall be completed and filed by that decedent's executor, administrator, or other person charged with the property of that decedent.

3. If an individual is unable to complete and file a return or notice required by Strongsville, the return or notice required of that individual shall be completed and filed by the individual's duly authorized agent, guardian, conservator, fiduciary, or other person charged with the care of the person or property of that individual.

4. Returns or notices required of an estate or a trust shall be completed and filed by the fiduciary of the estate or trust.

5. Strongsville shall permit spouses to file a joint return.

6. (a) Each return required to be filed under this division shall contain the signature of the taxpayer or the taxpayer's duly authorized agent and of the person who prepared the return for the taxpayer. The return shall include the taxpayer's social security number or taxpayer identification number. Each return shall be verified by a declaration under penalty of perjury.

(b) The Tax Administrator shall require a taxpayer who is an individual to include, with each annual return, and amended return, copies of the following documents: all of the taxpayer's Internal Revenue Service form W-2, "Wage and Tax Statements," including all information reported on the taxpayer's federal W-2, as well as taxable wages reported or withheld for any municipal corporation; the taxpayer's Internal Revenue Service form 1040; and, with respect to an amended tax return, any other documentation necessary to support the adjustments made in the amended return. An individual taxpayer who files the annual return required by this section electronically is not required to provide paper copies of any of the foregoing to the Tax Administrator unless the Tax Administrator requests such copies after the return has been filed.

(c) The Tax Administrator may require a taxpayer that is not an individual to include, with each annual net profit return, amended net profit return, or request for refund required under this section, copies of only the following documents: the taxpayer's Internal Revenue Service form 1041, form 1065, form 1120, form 1120-REIT, form 1120F, or form 1120S, and, with respect to an amended tax return or refund request, any other documentation necessary to support the refund request or the adjustments made in the amended return.

A taxpayer that is not an individual and that files an annual net profit return electronically through the Ohio Business Gateway or in some other manner shall either mail the documents required under this division to the Tax Administrator at the time of filing or, if electronic submission is available, submit the documents electronically through the Ohio Business Gateway.

(d) After a taxpayer files a tax return, the Tax Administrator may request, and the taxpayer shall provide, any information, statements, or documents required by the City to determine and verify the taxpayer's municipal income tax liability. The requirements imposed under division 6 of this section apply regardless of whether the taxpayer files on a generic form or on a form prescribed by the Tax Administrator.

7. (a) (1) Except as otherwise provided in this chapter, each individual income tax return required to be filed under this section shall be completed and filed as required by the Tax Administrator on or before the date prescribed for the filing of state individual income tax returns under division (G) of Section 5747.08 of the ORC. The taxpayer shall complete and file the return or notice on forms

prescribed by the Tax Administrator or on generic forms, together with remittance made payable to the City of Strongsville. No remittance is required if the net amount due is ten dollars (\$10.00) or less.

(2) Except as otherwise provided in this chapter, each annual net profit return required to be filed under this section by a taxpayer that is not an individual shall be completed and filed as required by the Tax Administrator on or before the fifteenth day of the fourth month following the end of the taxpayer's taxable year. The taxpayer shall complete and file the return or notice on forms prescribed by the Tax Administrator or on generic forms, together with remittance made payable to the City of Strongsville. No remittance is required if the net amount due is ten dollars (\$10.00) or less.

(b) Any taxpayer that has duly requested an automatic six-month extension for filing the taxpayer's federal income tax return shall automatically receive an extension for the filing of Strongsville's income tax return. The extended due date of Strongsville's income tax return shall be the 15th day of the tenth month after the last day of the taxable year to which the return relates. An extension of time to file under this division is not an extension of the time to pay any tax due unless the Tax Administrator grants an extension of that date.

(1) A copy of the federal extension request shall be included with the filing of Strongsville's income tax return.

(2) A taxpayer that has not requested or received a six-month extension for filing the taxpayer's federal income tax return may request that the Tax Administrator grant the taxpayer a six-month extension of the date for filing the taxpayer's Strongsville income tax return. If the request is received by the Tax Administrator on or before the date the Strongsville income tax return is due, the Tax Administrator shall grant the taxpayer's requested extension.

(c) If the tax commissioner extends for all taxpayers the date for filing state income tax returns under division (G) of Section 5747.08 of the ORC, a taxpayer shall automatically receive an extension for the filing of Strongsville's income tax return. The extended due date of Strongsville's income tax return shall be the same as the extended due date of the state income tax return.

(d) If the Tax Administrator considers it necessary in order to ensure the payment of the tax imposed by Strongsville, the Tax Administrator may require taxpayers to file returns and make payments otherwise than as provided in this division, including taxpayers not otherwise required to file annual returns.

(e) To the extent that any provision in this division 7 of this section conflicts with any provision in divisions 14, 15, 16 or 17 of this section, the provisions in divisions 14, 15, 16 or 17 prevail.

8. (a) For taxable years beginning after 2015, Strongsville shall not require a taxpayer to remit tax with respect to net profits if the net amount due is ten dollars (\$10.00) or less.

(b) Any taxpayer not required to remit tax to Strongsville for a taxable year pursuant to division 8(a) of this section shall file with Strongsville an annual net profit return under division 6(c) of this section.

9. If a payment is required to be made by electronic funds transfer, the payment is considered to be made when the payment is credited to an account designated by the Tax Administrator for the receipt of tax payments, except that, when a payment made by electronic funds transfer is delayed due to circumstances not under the control of the taxpayer, the payment is considered to be made when the

taxpayer submitted the payment. This division shall not apply to payments required to be made under division 2(a)(1) of Section 881.04 or provisions for semi-monthly withholding.

10. Taxes withheld for the City of Strongsville by an employer, the agent of an employer, or other payer as described in Section 881.04 shall be allowed to the taxpayer as credits against payment of the tax imposed on the taxpayer by Strongsville, unless the amounts withheld were not remitted to Strongsville and the recipient colluded with the employer, agent, or other payer in connection with the failure to remit the amounts withheld.

11. Each return required by Strongsville to be filed in accordance with this division shall include a box that the taxpayer may check to authorize another person, including a tax return preparer who prepared the return, to communicate with the Tax Administrator about matters pertaining to the return.

12. The Tax Administrator shall accept for filing a generic form of any income tax return, report, or document required by Strongsville, provided that the generic form, once completed and filed, contains all of the information required by ordinance, resolution, or rules and regulations adopted by Strongsville or the Tax Administrator, and provided that the taxpayer or tax return preparer filing the generic form otherwise complies with the provisions of this chapter and of Strongsville's ordinance, resolution, or rules and regulations governing the filing of returns, reports, or documents.

**Filing via Ohio Business Gateway.**

13. (a) Any taxpayer subject to municipal income taxation with respect to the taxpayer's net profit from a business or profession may file Strongsville's income tax return, estimated municipal income tax return, or extension for filing a municipal income tax return, and may make payment of amounts shown to be due on such returns, by using the Ohio Business Gateway.

(b) Any employer, agent of an employer, or other payer may report the amount of municipal income tax withheld from qualifying wages, and may make remittance of such amounts, by using the Ohio Business Gateway.

(c) Nothing in this section affects the due dates for filing employer withholding tax returns.

**Extension for service in or for the Armed Forces.**

14. Each member of the National Guard of any state and each member of a reserve component of the Armed Forces of the United States called to active duty pursuant to an executive order issued by the President of the United States or an act of the Congress of the United States, and each civilian serving as support personnel in a combat zone or contingency operation in support of the Armed Forces, may apply to the Tax Administrator of Strongsville for both an extension of time for filing of the return and an extension of time for payment of taxes required by Strongsville during the period of the member's or civilian's duty service, and for 180 days thereafter. The application shall be filed on or before the one hundred eightieth day after the member's or civilian's duty terminates. An applicant shall provide such evidence as the Tax Administrator considers necessary to demonstrate eligibility for the extension.

15. (a) If the Tax Administrator ascertains that an applicant is qualified for an extension under this section, the Tax Administrator shall enter into a contract with the applicant for the payment of the tax in installments that begin on the 181st day after the applicant's active duty or service terminates. The Tax Administrator may prescribe such contract terms as the Tax Administrator considers appropriate. However, taxes pursuant to a contract entered into under this division are not delinquent, and the Tax

Administrator shall not require any payments of penalties or interest in connection with those taxes for the extension period.

(b) If the Tax Administrator determines that an applicant is qualified for an extension under this section, the applicant shall neither be required to file any return, report, or other tax document nor be required to pay any tax otherwise due to the municipal corporation before the 181st day after the applicant's active duty or service terminates.

(c) Taxes paid pursuant to a contract entered into under 15(a) of this division are not delinquent. The Tax Administrator shall not require any payments of penalties or interest in connection with those taxes for the extension period.

16. (a) Nothing in this division denies to any person described in this division the application of divisions 14 and 15 of this section.

(b) (1) A qualifying taxpayer who is eligible for an extension under the Internal Revenue Code shall receive both an extension of time in which to file any return, report, or other tax document and an extension of time in which to make any payment of taxes required by a municipal corporation in accordance with this chapter. The length of any extension granted under division 16(b)(1) of this section shall be equal to the length of the corresponding extension that the taxpayer receives under the Internal Revenue Code. As used in this division, "qualifying taxpayer" means a member of the national guard or a member of a reserve component of the armed forces of the United States called to active duty pursuant to either an executive order issued by the President of the United States or an act of the Congress of the United States, or a civilian serving as support personnel in a combat zone or contingency operation in support of the armed forces.

(2) Taxes whose payment is extended in accordance with division 16(b)(1) of this section are not delinquent during the extension period. Such taxes become delinquent on the first day after the expiration of the extension period if the taxes are not paid prior to that date. The Tax Administrator shall not require any payment of penalties or interest in connection with those taxes for the extension period. The Tax Administrator shall not include any period of extension granted under division 16(b)(1) of this section in calculating the penalty or interest due on any unpaid tax.

17. For each taxable year to which division 14, 15, or 16 of this section applies to a taxpayer, the provisions of divisions 15(b) and (c) of this section, as applicable, apply to the spouse of that taxpayer if the filing status of the spouse and the taxpayer is married filing jointly for that year.

**Consolidated municipal income tax return.**

18. As used in this section:

(a) "Affiliated group of corporations" means an affiliated group as defined in Section 1504 of the Internal Revenue Code, except that, if such a group includes at least one incumbent local exchange carrier that is primarily engaged in the business of providing local exchange telephone service in this state, the affiliated group shall not include any incumbent local exchange carrier that would otherwise be included in the group.

(b) "Consolidated federal income tax return" means a consolidated return filed for federal income tax purposes pursuant to Section 1501 of the Internal Revenue Code.

(c) "Consolidated federal taxable income" means the consolidated taxable income of an affiliated group of corporations, as computed for the purposes of filing a consolidated federal income tax return, before consideration of net operating losses or special deductions. "Consolidated federal taxable income" does not include income or loss of an incumbent local exchange carrier that is excluded from the affiliated group under division 18(a) of this section.

(d) "Incumbent local exchange carrier" has the same meaning as in Section 4927.01 of the ORC.

(e) "Local exchange telephone service" has the same meaning as in Section 5727.01 of the ORC.

19. (a) For taxable years beginning on or after January 1, 2016, a taxpayer that is a member of an affiliated group of corporations may elect to file a consolidated municipal income tax return for a taxable year if at least one member of the affiliated group of corporations is subject to Strongsville's income tax in that taxable year, and if the affiliated group of corporations filed a consolidated federal income tax return with respect to that taxable year. The election is binding for a five-year period beginning with the first taxable year of the initial election unless a change in the reporting method is required under federal law. The election continues to be binding for each subsequent five-year period unless the taxpayer elects to discontinue filing consolidated municipal income tax returns under division 19(b) of this section or a taxpayer receives permission from the Tax Administrator. The Tax Administrator shall approve such a request for good cause shown.

(b) An election to discontinue filing consolidated municipal income tax returns under this section must be made in the first year following the last year of a five-year consolidated municipal income tax return election period in effect under division 19(a) of this section. The election to discontinue filing a consolidated municipal income tax return is binding for a five-year period beginning with the first taxable year of the election.

(c) An election made under division 19(a) or (b) of this section is binding on all members of the affiliated group of corporations subject to a municipal income tax.

20. A taxpayer that is a member of an affiliated group of corporations that filed a consolidated federal income tax return for a taxable year shall file a consolidated Strongsville income tax return for that taxable year if the Tax Administrator determines, by a preponderance of the evidence, that intercompany transactions have not been conducted at arm's length and that there has been a distortive shifting of income or expenses with regard to allocation of net profits to Strongsville. A taxpayer that is required to file a consolidated Strongsville income tax return for a taxable year shall file a consolidated Strongsville income tax return for all subsequent taxable years, unless the taxpayer requests and receives written permission from the Tax Administrator to file a separate return or a taxpayer has experienced a change in circumstances.

21. A taxpayer shall prepare a consolidated Strongsville income tax return in the same manner as is required under the United States Department of Treasury regulations that prescribe procedures for the preparation of the consolidated federal income tax return required to be filed by the common parent of the affiliated group of which the taxpayer is a member.

22. (a) Except as otherwise provided in divisions 22(b), (c) and (d) of this section, corporations that file a consolidated municipal income tax return shall compute adjusted federal taxable income, as defined in Section 881.02, by substituting "consolidated federal taxable income" for "federal taxable



income" wherever "federal taxable income" appears in that division and by substituting "an affiliated group of corporation's" for "a C corporation's" wherever "a C corporation's" appears in that division.

(b) No corporation filing a consolidated Strongsville income tax return shall make any adjustment otherwise required under Section 881.02/division 2(a) to the extent that the item of income or deduction otherwise subject to the adjustment has been eliminated or consolidated in the computation of consolidated federal taxable income.

(c) If the net profit or loss of a pass-through entity having at least eighty percent (80%) of the value of its ownership interest owned or controlled, directly or indirectly, by an affiliated group of corporations is included in that affiliated group's consolidated federal taxable income for a taxable year, the corporation filing a consolidated Strongsville income tax return shall do one of the following with respect to that pass-through entity's net profit or loss for that taxable year:

(1) Exclude the pass-through entity's net profit or loss from the consolidated federal taxable income of the affiliated group and, for the purpose of making the computations required in divisions 18 through 25 of Section 881.05, exclude the property, payroll, and gross receipts of the pass-through entity in the computation of the affiliated group's net profit situated to Strongsville. If the entity's net profit or loss is so excluded, the entity shall be subject to taxation as a separate taxpayer on the basis of the entity's net profits that would otherwise be included in the consolidated federal taxable income of the affiliated group.

(2) Include the pass-through entity's net profit or loss in the consolidated federal taxable income of the affiliated group and, for the purpose of making the computations required in divisions 18 through 25 of Section 881.05, include the property, payroll, and gross receipts of the pass-through entity in the computation of the affiliated group's net profit situated to Strongsville. If the entity's net profit or loss is so included, the entity shall not be subject to taxation as a separate taxpayer on the basis of the entity's net profits that are included in the consolidated federal taxable income of the affiliated group.

(d) If the net profit or loss of a pass-through entity having less than eighty percent (80%) of the value of its ownership interest owned or controlled, directly or indirectly, by an affiliated group of corporations is included in that affiliated group's consolidated federal taxable income for a taxable year, all of the following shall apply:

(1) The corporation filing the consolidated municipal income tax return shall exclude the pass-through entity's net profit or loss from the consolidated federal taxable income of the affiliated group and, for the purposes of making the computations required in divisions 18 through 25 of Section 881.05, exclude the property, payroll, and gross receipts of the pass-through entity in the computation of the affiliated group's net profit situated to Strongsville;

(2) The pass-through entity shall be subject to Strongsville income taxation as a separate taxpayer in accordance with this chapter on the basis of the entity's net profits that would otherwise be included in the consolidated federal taxable income of the affiliated group.

23. Corporations filing a consolidated Strongsville income tax return shall make the computations required under divisions 18 through 25 of Section 881.05 by substituting "consolidated federal taxable income attributable to" for "net profit from" wherever "net profit from" appears in that section and by substituting "affiliated group of corporations" for "taxpayer" wherever "taxpayer" appears in that section.

24. Each corporation filing a consolidated Strongsville income tax return is jointly and severally liable for any tax, interest, penalties, fines, charges, or other amounts imposed by Strongsville in

accordance with this chapter on the corporation, an affiliated group of which the corporation is a member for any portion of the taxable year, or any one or more members of such an affiliated group.

25. Corporations and their affiliates that made an election or entered into an agreement with Strongsville before January 1, 2016, to file a consolidated or combined tax return with Strongsville may continue to file consolidated or combined tax returns in accordance with such election or agreement for taxable years beginning on and after January 1, 2016.

#### **SECTION 881.06 CREDIT FOR TAX PAID TO OTHER MUNICIPALITIES.**

1. Every individual taxpayer domiciled in Strongsville who is required to and does pay, or has acknowledged liability for, a municipal tax to another municipality on or measured by the same income, qualifying wages, commissions, net profits or other compensation taxable under this chapter, may claim a nonrefundable credit against the tax imposed by this chapter upon satisfactory evidence that tax has been paid to another municipality. Subject to division 3 of this section, the credit shall not exceed seventy-five percent (75%) *of the amount obtained by multiplying the income, qualifying wages, commissions, net profits or other compensation subject to tax in the other municipality by the LOWER of the tax rate in such other municipality OR the tax rate imposed under this chapter.*

2. Strongsville shall grant a credit against its tax on income to a resident of Strongsville who works in a joint economic development zone created under Section 715.691 or a joint economic development district created under Section 715.70, 715.71, or 715.72 of the ORC to the same extent that it grants a credit against its tax on income to its residents who are employed in another municipal corporation.

3. If the amount of tax withheld or paid to the other municipality is less than the amount of tax required to be withheld or paid to the other municipality, then for purposes of division 1 of this section, "the income, qualifying wages, commissions, net profits or other compensation" subject to tax in the other municipality shall be limited to the amount computed by dividing the tax withheld or paid to the other municipality by the tax rate for that municipality.

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#### **SECTION 881.07 ESTIMATED TAXES.**

1. As used in this section:

(a) "Estimated taxes" means the amount that the taxpayer reasonably estimates to be the taxpayer's tax liability for Strongsville's income tax for the current taxable year.

(b) "Tax liability" means the total taxes due to Strongsville for the taxable year, after allowing any credit to which the taxpayer is entitled, and after applying any estimated tax payment, withholding payment, or credit from another taxable year.

2. (a) Every taxpayer shall make a declaration of estimated taxes for the current taxable year, on the form prescribed by the Tax Administrator, if the amount payable as estimated taxes is at least \$200. For the purposes of this section:

(1) Taxes withheld for Strongsville from qualifying wages shall be considered as paid to Strongsville in equal amounts on each payment date unless the taxpayer establishes the dates on which all

amounts were actually withheld, in which case they shall be considered as paid on the dates on which the amounts were actually withheld.

(2) An overpayment of tax applied as a credit to a subsequent taxable year is deemed to be paid on the date of the postmark stamped on the cover in which the payment is mailed or, if the payment is made by electronic funds transfer, the date the payment is submitted. As used in this division, "date of the postmark" means, in the event there is more than one date on the cover, the earliest date imprinted on the cover by the postal service.

(b) Taxpayers filing joint returns shall file joint declarations of estimated taxes. A taxpayer may amend a declaration under rules prescribed by the Tax Administrator. A taxpayer having a taxable year of less than twelve months shall make a declaration under rules prescribed by the Tax Administrator.

(c) The declaration of estimated taxes shall be filed on or before the date prescribed for the filing of municipal income tax returns under division 7 of Section 881.05 or on or before the fifteenth (15<sup>th</sup>) day of the fourth month after the taxpayer becomes subject to tax for the first time.

(d) Taxpayers reporting on a fiscal year basis shall file a declaration on or before the fifteenth (15<sup>th</sup>) day of the fourth month after the beginning of each fiscal year or period.

(e) The original declaration or any subsequent amendment may be increased or decreased on or before any subsequent quarterly payment day as provided in this section.

3. (a) The required portion of the tax liability for the taxable year that shall be paid through estimated taxes made payable to Strongsville, including the application of tax refunds to estimated taxes and withholding on or before the applicable payment date, shall be as follows:

(1) On or before the fifteenth (15<sup>th</sup>) day of the fourth month after the beginning of the taxable year, twenty-two and one-half (22.5) percent of the tax liability for the taxable year;

(2) On or before the fifteenth (15<sup>th</sup>) day of the sixth month after the beginning of the taxable year, forty-five (45) percent of the tax liability for the taxable year;

(3) On or before the fifteenth (15<sup>th</sup>) day of the ninth month after the beginning of the taxable year, sixty-seven and one-half (67.5) percent of the tax liability for the taxable year;

(4) On or before the fifteenth (15<sup>th</sup>) day of the twelfth month of the taxable year, ninety percent (90%) of the tax liability for the taxable year.

(b) When an amended declaration has been filed, the unpaid balance shown due on the amended declaration shall be paid in equal installments on or before the remaining payment dates.

(c) On or before the fifteenth (15<sup>th</sup>) day of the fourth month of the year following that for which the declaration or amended declaration was filed, an annual return shall be filed and any balance which may be due shall be paid with the return in accordance with Section 881.05.

4. (a) In the case of any underpayment of any portion of a tax liability, penalty and interest may be imposed pursuant to Section 881.18 upon the amount of underpayment for the period of underpayment, unless the underpayment is due to reasonable cause as described in division 5 of this section. The amount of the underpayment shall be determined as follows:

(1) For the first payment of estimated taxes each year, twenty-two and one-half percent (22.5%) of the tax liability, less the amount of taxes paid by the date prescribed for that payment;

(2) For the second payment of estimated taxes each year, forty-five percent (45%) of the tax liability, less the amount of taxes paid by the date prescribed for that payment;

(3) For the third payment of estimated taxes each year, sixty-seven and one-half percent (67.5%) of the tax liability, less the amount of taxes paid by the date prescribed for that payment;

(4) For the fourth payment of estimated taxes each year, ninety percent (90%) of the tax liability, less the amount of taxes paid by the date prescribed for that payment.

(b) The period of the underpayment shall run from the day the estimated payment was required to be made to the date on which the payment is made. For purposes of this section, a payment of estimated taxes on or before any payment date shall be considered a payment of any previous underpayment only to the extent the payment of estimated taxes exceeds the amount of the payment presently required to be paid to avoid any penalty.

5. An underpayment of any portion of tax liability determined under division 4 of this section shall be due to reasonable cause and the penalty imposed by this section shall not be added to the taxes for the taxable year if any of the following apply:

(a) The amount of estimated taxes that were paid equals at least ninety percent (90%) of the tax liability for the current taxable year, determined by annualizing the income received during the year up to the end of the month immediately preceding the month in which the payment is due.

(b) The amount of estimated taxes that were paid equals at least one hundred percent (100%) of the tax liability shown on the return of the taxpayer for the preceding taxable year, provided that the immediately preceding taxable year reflected a period of twelve months and the taxpayer filed a return with Strongsville under Section 881.05 for that year.

(c) The taxpayer is an individual who resides in Strongsville but was not domiciled there on the first day of January of the calendar year that includes the first day of the taxable year.

#### **SECTION 881.08      ROUNDING OF AMOUNTS.**

A person may round to the nearest whole dollar all amounts the person is required to enter on any return, report, voucher, or other document required under this chapter. Any fractional part of a dollar that equals or exceeds fifty cents shall be rounded to the next whole dollar, and any fractional part of a dollar that is less than fifty cents shall be dropped. If a person chooses to round amounts entered on a document, the person shall round all amounts entered on the document.

#### **SECTION 881.09      REQUESTS FOR REFUNDS.**

1. As used in this section, "withholding tax" has the same meaning as in Section 881.18.

2. Upon receipt of a request for a refund, the Tax Administrator, in accordance with this section, shall refund to employers, agents of employers, other payers, or taxpayers, with respect to any income or withholding tax levied by the municipal corporation:

- (a) Overpayments of ten dollars (\$10.00) or more;
- (b) Amounts paid erroneously if the refund requested is ten dollars (\$10.00) or more.

3. (a) Except as otherwise provided in this chapter, requests for refund shall be filed with the Tax Administrator, on the form prescribed by the Tax Administrator within three years after the tax was due or paid, whichever is later. The Tax Administrator may require the requestor to file with the request any documentation that substantiates the requestor's claim for a refund.

(b) On filing of the refund request, the Tax Administrator shall determine the amount of refund due and certify such amount to the appropriate municipal corporation official for payment. Except as provided in division 3(c) of this section, the administrator shall issue an assessment to any taxpayer whose request for refund is fully or partially denied. The assessment shall state the amount of the refund that was denied, the reasons for the denial, and instructions for appealing the assessment.

(c) If a Tax Administrator denies in whole or in part a refund request included within the taxpayer's originally filed annual income tax return, the Tax Administrator shall notify the taxpayer, in writing, of the amount of the refund that was denied, the reasons for the denial, and instructions for requesting an assessment that may be appealed under Section 881.21.

4. A request for a refund that is received after the last day for filing specified in division 3 of this section shall be considered to have been filed in a timely manner if any of the following situations exist:

(a) The request is delivered by the postal service, and the earliest postal service postmark on the cover in which the request is enclosed is not later than the last day for filing the request.

(b) The request is delivered by the postal service, the only postmark on the cover in which the request is enclosed was affixed by a private postal meter, the date of that postmark is not later than the last day for filing the request, and the request is received within seven days of such last day.

(c) The request is delivered by the postal service, no postmark date was affixed to the cover in which the request is enclosed or the date of the postmark so affixed is not legible, and the request is received within seven days of the last day for making the request.

5. Interest shall be allowed and paid on any overpayment by a taxpayer of any municipal income tax obligation from the date of the overpayment until the date of the refund of the overpayment, except that if any overpayment is refunded within 90 days after the final filing date of the annual return or 90 days after the completed return is filed, whichever is later, no interest shall be allowed on the refund. For the purpose of computing the payment of interest on amounts overpaid, no amount of tax for any taxable year shall be considered to have been paid before the date on which the return on which the tax is reported is due, without regard to any extension of time for filing that return. Interest shall be paid at the interest rate described in Section 881.18/1(d).

**SECTION 881.10 SECOND MUNICIPALITY IMPOSING TAX AFTER TIME PERIOD ALLOWED FOR REFUND.**

1. Income tax that has been deposited with Strongsville, but should have been deposited with another municipality, is allowable by Strongsville as a refund but is subject to the three-year limitation on refunds.

2. Income tax that was deposited with another municipality but should have been deposited with Strongsville is subject to recovery by Strongsville. If Strongsville's tax on that income is imposed after the time period allowed for a refund of the tax or withholding paid to the other municipality, Strongsville shall allow a nonrefundable credit against the tax or withholding Strongsville claims is due with respect to such income or wages, equal to the tax or withholding paid to the first municipality with respect to such income or wages.

3. If Strongsville's tax rate is less than the tax rate in the other municipality, then the nonrefundable credit shall be calculated using Strongsville's tax rate. However, if Strongsville's tax rate is greater than the tax rate in the other municipality, the tax due in excess of the nonrefundable credit is to be paid to Strongsville, along with any penalty and interest that accrued during the period of nonpayment.

4. Nothing in this section permits any credit carryforward.

#### **SECTION 881.11 AMENDED RETURNS.**

1. (a) If a taxpayer's tax liability shown on the annual tax return for Strongsville changes as a result of an adjustment to the taxpayer's federal or state income tax return, the taxpayer shall file an amended return with Strongsville. The amended return shall be filed on a form required by the Tax Administrator.

(b) If a taxpayer intends to file an amended consolidated municipal income tax return, or to amend its type of return from a separate return to a consolidated return, based on the taxpayer's consolidated federal income tax return, the taxpayer shall notify the Tax Administrator before filing the amended return.

2. (a) In the case of an underpayment, the amended return shall be accompanied by payment of any combined additional tax due together with any penalty and interest thereon. If the combined tax shown to be due is ten dollars or less, no payment need be made. The amended return shall reopen those facts, figures, computations, or attachments from a previously filed return that are not affected, either directly or indirectly, by the adjustment to the taxpayer's federal or state income tax return only:

(1) to determine the amount of tax that would be due if all facts, figures, computations, and attachments were reopened; or,

(2) if the applicable statute of limitations for civil actions or prosecutions under Section 881.12 has not expired for a previously filed return.

(b) The additional tax to be paid shall not exceed the amount of tax that would be due if all facts, figures, computations, and attachments were reopened; namely, the payment shall be the lesser of the two amounts.

3. (a) In the case of an overpayment, a request for refund may be filed under this division within the period prescribed by division 4 of this Section for filing the amended return, even if it is filed beyond the period prescribed in that division if it otherwise conforms to the requirements of that division. If the amount of the refund is less than ten dollars, no refund need be paid by Strongsville. A request filed under this division shall claim refund of overpayments resulting from alterations only to those facts, figures, computations, or attachments required in the taxpayer's annual return that are affected, either directly or indirectly, by the adjustment to the taxpayer's federal or state income tax return, unless it is also filed within the time prescribed in Section 881.09.

(b) The amount to be refunded shall not exceed the amount of refund that would be due if all facts, figures, computations, and attachments were reopened. All facts, figures, computations, and attachments may be reopened to determine the refund amount due by inclusion of all facts, figures, computations, and attachments.

4. Within 60 days after the final determination of any federal or state tax liability affecting the taxpayer's Strongsville's tax liability, that taxpayer shall make and file an amended Strongsville return showing income subject to Strongsville income tax based upon such final determination of federal or state tax liability. The taxpayer shall pay any additional Strongsville income tax shown due thereon or make a claim for refund of any overpayment, unless the tax or overpayment is less than ten dollars (\$10.00).

#### **SECTION 881.12      LIMITATIONS.**

1. (a) (1) Civil actions to recover municipal income taxes and penalties and interest on municipal income taxes shall be brought within the later of:

- (i) Three years after the tax was due or the return was filed, whichever is later; or
- (ii) One year after the conclusion of the qualifying deferral period, if any.

(2) The time limit described in division 1(a)(1) of this section may be extended at any time if both the Tax Administrator and the employer, agent of the employer, other payer, or taxpayer consent in writing to the extension. Any extension shall also extend for the same period of time the time limit described in division 3 of this section.

(b) As used in this section, "qualifying deferral period" means a period of time beginning and ending as follows:

(1) Beginning on the date a person who is aggrieved by an assessment files with the Board of Tax Review the request described in Section 881.21. That date shall not be affected by any subsequent decision, finding, or holding by any administrative body or court that the Board of Tax Review did not have jurisdiction to affirm, reverse, or modify the assessment or any part of that assessment.

(2) Ending the later of the sixtieth day after the date on which the final determination of the Board of Tax Review becomes final or, if any party appeals from the determination of the Board of Tax Review, the sixtieth day after the date on which the final determination of the Board of Tax Review is either ultimately affirmed in whole or in part or ultimately reversed and no further appeal of either that affirmation, in whole or in part, or that reversal is available or taken.

2. Prosecutions for an offense made punishable under a resolution or ordinance imposing an income tax shall be commenced within three years after the commission of the offense, provided that in the case of fraud, failure to file a return, or the omission of twenty-five percent (25%) or more of income required to be reported, prosecutions may be commenced within six years after the commission of the offense.

3. A claim for a refund of municipal income taxes shall be brought within the time limitation provided in Section 881.09.



4. (a) Notwithstanding the fact that an appeal is pending, the petitioner may pay all or a portion of the assessment that is the subject of the appeal. The acceptance of a payment by Strongsville does not prejudice any claim for refund upon final determination of the appeal.

(b) If upon final determination of the appeal an error in the assessment is corrected by the Tax Administrator, upon an appeal so filed or pursuant to a final determination of the Board of Tax Review, of the Ohio Board of Tax Appeals, or any court to which the decision of the Ohio Board of Tax Appeals has been appealed, so that the resultant amount due is less than the amount paid, a refund will be paid in the amount of the overpayment as provided by Section 881.09, with interest on that amount as provided by division 5 of Section 881.09.

5. No civil action to recover Strongsville income tax or related penalties or interest shall be brought during either of the following time periods:

(a) The period during which a taxpayer has a right to appeal the imposition of that tax or interest or those penalties;

(b) The period during which an appeal related to the imposition of that tax or interest or those penalties is pending.

#### **SECTION 881.13      AUDITS.**

1. At or before the commencement of an audit, the Tax Administrator shall provide to the taxpayer a written description of the roles of the Tax Administrator and of the taxpayer during the audit and a statement of the taxpayer's rights, including any right to obtain a refund of an overpayment of a tax. At or before the commencement of an audit, the Tax Administrator shall inform the taxpayer when the audit is considered to have commenced.

2. Except in cases involving suspected criminal activity, the Tax Administrator shall conduct an audit of a taxpayer during regular business hours and after providing reasonable notice to the taxpayer. A taxpayer who is unable to comply with a proposed time for an audit on the grounds that the proposed time would cause inconvenience or hardship must offer reasonable alternative dates for the audit.

3. At all stages of an audit by the Tax Administrator, a taxpayer is entitled to be assisted or represented by an attorney, accountant, bookkeeper, or other tax practitioner. The Tax Administrator shall prescribe a form by which a taxpayer may designate such a person to assist or represent the taxpayer in the conduct of any proceedings resulting from actions by the Tax Administrator. If a taxpayer has not submitted such a form, the Tax Administrator may accept other evidence, as the Tax Administrator considers appropriate, that a person is the authorized representative of a taxpayer.

A taxpayer may refuse to answer any questions asked by the person conducting an audit until the taxpayer has an opportunity to consult with the taxpayer's attorney, accountant, bookkeeper, or other tax practitioner.

This division is not intended to nor does it authorize the practice of law by a person who is not an attorney.

4. A taxpayer may record, electronically or otherwise, the audit examination.

5. The failure of the Tax Administrator to comply with a provision of this section shall neither excuse a taxpayer from payment of any taxes owed by the taxpayer nor cure any procedural defect in a taxpayer's case.

6. If the Tax Administrator fails to substantially comply with the provisions of this section, the Tax Administrator, upon application by the taxpayer, shall excuse the taxpayer from penalties and interest.

#### **SECTION 881.14 SERVICE OF ASSESSMENT.**

1. As used in this section:

(a) "Last known address" means the address the Tax Administrator has at the time a document is originally sent by certified mail, or any address the Tax Administrator can ascertain using reasonable means such as the use of a change of address service offered by the postal service or an authorized delivery service under Section 5703.056 of the ORC.

(b) "Undeliverable address" means an address to which the postal service or an authorized delivery service under Section 5703.056 of the ORC is not able to deliver an assessment of the Tax Administrator, except when the reason for non-delivery is because the addressee fails to acknowledge or accept the assessment.

2. Subject to division 3 of this section, a copy of each assessment shall be served upon the person affected thereby either by personal service, by certified mail, or by a delivery service authorized under Section 5703.056 of the ORC. With the permission of the person affected by an assessment, the Tax Administrator may deliver the assessment through alternative means as provided in this section, including, but not limited to, delivery by secure electronic mail.

3. (a) (1) If certified mail is returned because of an undeliverable address, a Tax Administrator shall utilize reasonable means to ascertain a new last known address, including the use of a change of address service offered by the postal service or an authorized delivery service under Section 5703.056 of the ORC. If the Tax Administrator is unable to ascertain a new last known address, the assessment shall be sent by ordinary mail and considered served. If the ordinary mail is subsequently returned because of an undeliverable address, the assessment remains appealable within 60 days after the assessment's postmark.

(2) Once the Tax Administrator or other Strongsville official, or the designee of either, serves an assessment on the person to whom the assessment is directed, the person may protest the ruling of that assessment by filing an appeal with the local Board of Tax Review within 60 days after the receipt of service. The delivery of an assessment of the Tax Administrator under division 3(a)(1) of this section is prima facie evidence that delivery is complete and that the assessment is served.

(b) If mailing of an assessment by a Tax Administrator by certified mail is returned for some cause other than an undeliverable address, the Tax Administrator shall resend the assessment by ordinary mail. The assessment shall show the date the Tax Administrator sends the assessment and include the following statement:

"This assessment is deemed to be served on the addressee under applicable law ten days from the date this assessment was mailed by the Tax Administrator as shown on the assessment, and all periods within which an appeal may be filed apply from and after that date."

Unless the mailing is returned because of an undeliverable address, the mailing of that information is prima facie evidence that delivery of the assessment was completed ten days after the Tax Administrator sent the assessment by ordinary mail and that the assessment was served.

If the ordinary mail is subsequently returned because of an undeliverable address, the Tax Administrator shall proceed under division 3(a)(1) of this section. A person may challenge the presumption of delivery and service under this division in accordance with division 4 of this section.

4. (a) A person disputing the presumption of delivery and service under division 3 of this section bears the burden of proving by a preponderance of the evidence that the address to which the assessment was sent by certified mail was not an address with which the person was associated at the time the Tax Administrator originally mailed the assessment. For the purposes of this section, a person is associated with an address at the time the Tax Administrator originally mailed the assessment if, at that time, the person was residing, receiving legal documents, or conducting business at the address; or if, before that time, the person had conducted business at the address and, when the assessment was mailed, the person's agent or the person's affiliate was conducting business at the address. For the purposes of this section, a person's affiliate is any other person that, at the time the assessment was mailed, owned or controlled at least twenty percent (20%), as determined by voting rights, of the addressee's business.

(b) If a person elects to appeal an assessment on the basis described in division 4(a) of this section, and if that assessment is subject to collection and is not otherwise appealable, the person must do so within sixty (60) days after the initial contact by the Tax Administrator or other City of Strongsville official, or the designee of either, with the person. Nothing in this division prevents the Tax Administrator or other official from entering into a compromise with the person if the person does not actually file such an appeal with the local board of tax review.

5. Nothing in this section prohibits the Tax Administrator or the Tax Administrator's designee from delivering an assessment by a Tax Administrator by personal service.

6. Collection actions taken upon any assessment being appealed under division 3(a)(2) of this section including those on which a claim has been delivered for collection, shall be stayed upon the pendency of an appeal under this section.

7. Additional regulations as detailed in the Rules and Regulations shall apply.

#### **SECTION 881.15 ADMINISTRATION OF CLAIMS.**

1. As used in this section, "claim" means a claim for an amount payable to Strongsville that arises pursuant to Strongsville's income tax imposed in accordance with this chapter.

2. Nothing in this chapter prohibits a Tax Administrator from doing either of the following if such action is in the best interests of the municipal corporation:

(a) Compromise a claim;

(b) Extend for a reasonable period the time for payment of a claim by agreeing to accept monthly or other periodic payments.

3. The Tax Administrator's rejection of a compromise or payment-over-time agreement proposed by a person with respect to a claim shall not be appealable.

4. A compromise or payment-over-time agreement with respect to a claim shall be binding upon and shall be to the benefit of only the parties to the compromise or agreement, and shall not eliminate or otherwise affect the liability of any other person.

5. A compromise or payment-over-time agreement with respect to a claim shall be void if the taxpayer defaults under the compromise or agreement or if the compromise or agreement was obtained by fraud or by misrepresentation of a material fact. Any amount that was due before the compromise or agreement and that is unpaid shall remain due, and any penalties or interest that would have accrued in the absence of the compromise or agreement shall continue to accrue and be due.

#### **SECTION 881.16 TAX INFORMATION CONFIDENTIAL.**

1. Any information gained as a result of returns, investigations, hearings, or verifications required or authorized by this chapter is confidential, and no person shall access or disclose such information except in accordance with a proper judicial order or in connection with the performance of that person's official duties or the official business of the City of Strongsville as authorized by this chapter. The Tax Administrator or a designee thereof may furnish copies of returns filed or otherwise received under this chapter and other related tax information to the internal revenue service, the tax commissioner, and tax administrators of other municipal corporations.

2. This section does not prohibit the City of Strongsville from publishing or disclosing statistics in a form that does not disclose information with respect to particular taxpayers.

#### **SECTION 881.17 FRAUD.**

No person shall knowingly make, present, aid, or assist in the preparation or presentation of a false or fraudulent report, return, schedule, statement, claim, or document authorized or required by Strongsville ordinance or state law to be filed with the Tax Administrator, or knowingly procure, counsel, or advise the preparation or presentation of such report, return, schedule, statement, claim, or document, or knowingly change, alter, or amend, or knowingly procure, counsel or advise such change, alteration, or amendment of the records upon which such report, return, schedule, statement, claim, or document is based with intent to defraud Strongsville or the Tax Administrator.

#### **SECTION 881.18 INTEREST AND PENALTIES.**

1. As used in this section:

(a) "Applicable law" means this chapter, the resolutions, ordinances, codes, directives, instructions, and rules adopted by the City of Strongsville provided they impose or directly or indirectly address the levy, payment, remittance, or filing requirements of Strongsville.

(b) "Federal short-term rate" means the rate of the average market yield on outstanding marketable obligations of the United States with remaining periods to maturity of three years or less, as determined under Section 1274 of the Internal Revenue Code, for July of the current year.

(c) "Income tax," "estimated income tax," and "withholding tax" means any income tax, estimated income tax, and withholding tax imposed by Strongsville pursuant to applicable law, including at any time before January 1, 2016.

(d) "Interest rate as described in division 1 of this section" means the federal short-term rate, rounded to the nearest whole number percent, plus five percent. The rate shall apply for the calendar year

next following the July of the year in which the federal short-term rate is determined in accordance with division 1(b) of this section.

(e) "Return" includes any tax return, report, reconciliation, schedule, and other document required to be filed with the Tax Administrator or Strongsville by a taxpayer, employer, any agent of the employer, or any other payer pursuant to applicable law, including at any time before January 1, 2016.

(f) "Unpaid estimated income tax" means estimated income tax due but not paid by the date the tax is required to be paid under applicable law.

(g) "Unpaid income tax" means income tax due but not paid by the date the income tax is required to be paid under applicable law.

(h) "Unpaid withholding tax" means withholding tax due but not paid by the date the withholding tax is required to be paid under applicable law.

(i) "Withholding tax" includes amounts an employer, any agent of an employer, or any other payer did not withhold in whole or in part from an employee's qualifying wages, but that, under applicable law, the employer, agent, or other payer is required to withhold from an employee's qualifying wages.

2. (a) This section applies to the following:

(1) Any return required to be filed under applicable law for taxable years beginning on or after January 1, 2016;

(2) Income tax, estimated income tax, and withholding tax required to be paid or remitted to Strongsville on or after January 1, 2016.

(b) This section does not apply to returns required to be filed or payments required to be made before January 1, 2016, regardless of the filing or payment date. Returns required to be filed or payments required to be made before January 1, 2016, but filed or paid after that date shall be subject to the ordinances or rules and regulations, as adopted before January 1, 2016, of Strongsville to which the return is to be filed or the payment is to be made, including but not limited to Chapter 880 of Strongsville's Codified Ordinances.

3. Should any taxpayer, employer, agent of the employer, or other payer for any reason fail, in whole or in part, to make timely and full payment or remittance of income tax, estimated income tax, or withholding tax or to file timely with the City of Strongsville any return required to be filed, the following penalties and interest shall apply:

(a) Interest shall be imposed at the rate described in division 1 of this section, per annum, on all unpaid income tax, unpaid estimated income tax, and unpaid withholding tax.

(b) (1) With respect to unpaid income tax and unpaid estimated income tax, Strongsville may impose a penalty equal to fifteen percent (15%) of the amount not timely paid.

(2) With respect to any unpaid withholding tax, Strongsville may impose a penalty equal to fifty percent (50%) of the amount not timely paid.

(c) With respect to returns other than estimated income tax returns, Strongsville may impose a penalty of \$25 for each failure to timely file each return, regardless of the liability shown thereon for each month, or any fraction thereof, during which the return remains unfiled regardless of the liability shown thereon. The penalty shall not exceed \$150 for each failure.

4. Nothing in this section requires Strongsville to refund or credit any penalty, amount of interest, charges, or additional fees that Strongsville has properly imposed or collected before January 1, 2016.

5. Nothing in this section limits the authority of Strongsville to abate or partially abate penalties or interest imposed under this section when the Tax Administrator determines, in the Tax Administrator's sole discretion, that such abatement is appropriate.

6. By the 31<sup>st</sup> day of October of each year Strongsville or its authorized agent shall publish the rate described in division 1 of this section applicable to the next succeeding calendar year.

7. Strongsville may impose on the taxpayer, employer, any agent of the employer, or any other payer Strongsville's post-judgment collection costs and fees, including attorney's fees.

**SECTION 881.19      AUTHORITY OF TAX ADMINISTRATOR; VERIFICATION OF INFORMATION.**

**Authority.**

1. Nothing in this chapter shall limit the authority of the Tax Administrator to perform any of the following duties or functions, unless the performance of such duties or functions is expressly limited by a provision of the ORC:

(a) (1) Exercise all powers whatsoever of a query nature as provided by law, including, the right to inspect books, accounts, records, memorandums, and federal and state income tax returns, to examine persons under oath, to issue orders or subpoenas for the production of books, accounts, papers, records, documents, and testimony, to take depositions, to apply to a court for attachment proceedings as for contempt, to approve vouchers for the fees of officers and witnesses, and to administer oaths.

(2) The powers referred to in this division of this section shall be exercised by the Tax Administrator only in connection with the performance of the duties respectively assigned to the Tax Administrator under Strongsville's income tax ordinance;

(b) Appoint agents and prescribe their powers and duties;

(c) Confer and meet with officers of other municipal corporations and states and officers of the United States on any matters pertaining to their respective official duties as provided by law;

(d) Exercise the authority provided by law, including orders from bankruptcy courts, relative to remitting or refunding taxes, including penalties and interest thereon, for any reason overpaid. In addition, the Tax Administrator may investigate any claim of overpayment and, if the Tax Administrator finds that there has been an overpayment, make a written statement of the Tax Administrator's findings, and approve and issue a refund payable to the taxpayer, the taxpayer's assigns, or legal representative as provided in this chapter;

(e) Exercise the authority provided by law relative to consenting to the compromise and settlement of tax claims;

(f) Exercise the authority provided by law relative to the use of alternative apportionment methods by taxpayers in accordance with Section 881.03;

(g) (1) Make all tax findings, determinations, computations, and orders the Tax Administrator is by law authorized and required to make and, pursuant to time limitations provided by law, on the Tax Administrator's own motion, review, re-determine, or correct any tax findings, determinations, computations, or orders the Tax Administrator has made.

(2) If an appeal has been filed with the Board of Tax Review or other appropriate tribunal, the Tax Administrator shall not review, re-determine, or correct any tax finding, determination, computation, or order which the Tax Administrator has made, unless such appeal or application is withdrawn by the appellant or applicant, is dismissed, or is otherwise final;

(h) Destroy any or all returns or other tax documents in the manner authorized by law;

(i) Enter into an agreement with a taxpayer to simplify the withholding obligations described in Section 881.04.

**Verification of accuracy of returns and determination of liability.**

2. (a) The Tax Administrator, or any authorized agent or employee thereof may examine the books, papers, records, and federal and state income tax returns of any employer, taxpayer, or other person that is subject to, or that the Tax Administrator believes is subject to, the provisions of this chapter for the purpose of verifying the accuracy of any return made or, if no return was filed, to ascertain the tax due under this chapter. Upon written request by the Tax Administrator or a duly authorized agent or employee thereof, every employer, taxpayer, or other person subject to this section is required to furnish the opportunity for the Tax Administrator, authorized agent, or employee to investigate and examine such books, papers, records, and federal and state income tax returns at a reasonable time and place designated in the request.

(b) The records and other documents of any taxpayer, employer, or other person that is subject to, or that a Tax Administrator believes is subject to, the provisions of this chapter shall be open to the Tax Administrator's inspection during business hours and shall be preserved for a period of six years following the end of the taxable year to which the records or documents relate, unless the Tax Administrator, in writing, consents to their destruction within that period, or by order requires that they be maintained longer. The Tax Administrator may require any person, by notice served on that person, to keep such records as the Tax Administrator determines necessary to show whether or not that person is liable, and the extent of such liability, for the income tax levied by Strongsville or for the withholding of such tax.

(c) The Tax Administrator may examine under oath any person that the Tax Administrator reasonably believes has knowledge concerning any income that was or would have been returned for taxation or any transaction tending to affect such income. The Tax Administrator may, for this purpose, compel any such person to attend a hearing or examination and to produce any books, papers, records, and federal and state income tax returns in such person's possession or control. The person may be assisted or represented by an attorney, accountant, bookkeeper, or other tax practitioner at any such hearing or examination. This division does not authorize the practice of law by a person who is not an attorney.



(d) No person issued written notice by the Tax Administrator compelling attendance at a hearing or examination or the production of books, papers, records, or federal or state income tax returns under this section shall fail to comply.

**Identification information.**

3. (a) Nothing in this chapter prohibits the Tax Administrator from requiring any person filing a tax document with the Tax Administrator to provide identifying information, which may include the person's social security number, federal employer identification number, or other identification number requested by the Tax Administrator. A person required by the Tax Administrator to provide identifying information that has experienced any change with respect to that information shall notify the Tax Administrator of the change before, or upon, filing the next tax document requiring the identifying information.

(b) (1) If the Tax Administrator makes a request for identifying information and the Tax Administrator does not receive valid identifying information within 30 days of making the request, nothing in this chapter prohibits the Tax Administrator from imposing a penalty upon the person to whom the request was directed pursuant to Section 881.18, in addition to any applicable penalty described in Section 881.99.

(2) If a person required by the Tax Administrator to provide identifying information does not notify the Tax Administrator of a change with respect to that information as required under division 3 of Section 881.19 within 30 days after filing the next tax document requiring such identifying information, nothing in this chapter prohibits the Tax Administrator from imposing a penalty pursuant to Section 881.18.

(3) The penalties provided for under divisions 3(b)(1) and (2) of this section may be billed and imposed in the same manner as the tax or fee with respect to which the identifying information is sought and are in addition to any applicable criminal penalties described in Section 881.99 for a violation of Section 881.17 and any other penalties that may be imposed by the Tax Administrator by law.

**SECTION 881.20      REQUEST FOR OPINION OF THE TAX ADMINISTRATOR.**

1. An "opinion of the Tax Administrator" means an opinion issued under this section with respect to prospective municipal income tax liability. It does not include ordinary correspondence of the Tax Administrator.

2. A taxpayer may submit a written request for an opinion of the Tax Administrator in accordance with the Rules and Regulations.

3. A taxpayer is not relieved of tax liability for any activity or transaction related to a request for an opinion that contained any misrepresentation or omission of one or more material facts.

4. A Tax Administrator may refuse to offer an opinion on any request received under this section. Such refusal is not subject to appeal.

5. An opinion of the Tax Administrator binds the Tax Administrator only with respect to the taxpayer for whom the opinion was prepared and does not bind the Tax Administrator of any other municipal corporation.

6. An opinion of the Tax Administrator issued under this section is not subject to appeal.

## **SECTION 881.21 BOARD OF TAX REVIEW.**

1. (a) The Board of Tax Review shall consist of three members. Two members shall be appointed by the Council of the City of Strongsville, but such appointees may not be employees, elected officials, or contractors with Strongsville at any time during their term or in the five years immediately preceding the date of appointment. One member shall be appointed by the Mayor of Strongsville. This member may be an employee of Strongsville, but may not be the Director of Finance or equivalent officer, or the Tax Administrator or other similar official or an employee directly involved in municipal tax matters, or any direct subordinate thereof.

(b) The term for members of the Board of Tax Review of Strongsville shall be two years. There is no limit on the number of terms that a member may serve if the member is reappointed by the City Council. The board member appointed by the Mayor of Strongsville shall serve at the discretion of the Mayor.

(c) Members of the Board of Tax Review appointed by the City Council may be removed by the Council by majority vote for malfeasance, misfeasance, or nonfeasance in office. To remove such a member, the Council must give the member a copy of the charges against the member and afford the member an opportunity to be publicly heard in person or by counsel in the member's own defense upon not less than ten days' notice. The decision by the Council on the charges is final and not appealable.

(d) A member of the Board of Tax Review who, for any reason, ceases to meet the qualifications for the position prescribed by this section shall resign immediately by operation of law.

(e) A vacancy in an unexpired term shall be filled in the same manner as the original appointment within 60 days of when the vacancy was created. Any member appointed to fill a vacancy occurring prior to the expiration of the term for which the member's predecessor was appointed shall hold office for the remainder of such term. No vacancy on the Board of Tax Review shall impair the power and authority of the remaining members to exercise all the powers of the Board of Tax Review.

(f) If a member is temporarily unable to serve on the Board of Tax Review due to a conflict of interest, illness, absence, or similar reason, the City Council or Mayor, as the case may be, that appointed the member shall appoint another individual to temporarily serve on the Board of Tax Review in the member's place. The appointment of such an individual shall be subject to the same requirements and limitations as are applicable to the appointment of the member temporarily unable to serve.

2. Whenever a Tax Administrator issues an assessment, the Tax Administrator shall notify the taxpayer in writing at the same time of the taxpayer's right to appeal the assessment, the manner in which the taxpayer may appeal the assessment, and the address to which the appeal should be directed.

3. Any person who has been issued an assessment may appeal the assessment to the Board of Tax Review by filing a request with the Board of Tax Review. The request shall be in writing, shall specify the reason or reasons why the assessment should be deemed incorrect or unlawful, and shall be filed within sixty (60) days after the taxpayer receives the assessment.

4. The Board of Tax Review shall schedule a hearing to be held within 60 days after receiving an appeal of an assessment under division 3 of this section, unless the taxpayer requests additional time to prepare or waives a hearing. If the taxpayer does not waive the hearing, the taxpayer may appear before the Board of Tax Review and may be represented by an attorney at law, certified public accountant, or other representative. The Board of Tax Review may allow a hearing to be continued as jointly agreed to

by the parties. In such a case, the hearing must be completed within 120 days after the first day of the hearing unless the parties agree otherwise.

5. The Board of Tax Review may affirm, reverse, or modify the Tax Administrator's assessment or any part of that assessment. The Board of Tax Review shall issue a final determination on the appeal within 90 days after the Board of Tax Review's final hearing on the appeal, and send a copy of its final determination by ordinary mail to all of the parties to the appeal within 15 days after issuing the final determination. The taxpayer or the Tax Administrator may appeal the Board of Tax Review's final determination as provided in Section 5717.011 of the ORC.

6. The Board of Tax Review created pursuant to this section shall adopt rules governing its procedures and shall maintain a record of its transactions. Such records are not public records available for inspection under Section 149.43 of the ORC. Hearings requested by a taxpayer before a Board of Tax Review created pursuant to this section are not meetings of a public body subject to Section 121.22 of the ORC.

#### **SECTION 881.22 AUTHORITY TO CREATE RULES AND REGULATIONS.**

Nothing in this chapter prohibits the Council of the City of Strongsville, or the Tax Administrator pursuant to authority granted to the Administrator by resolution or ordinance, to adopt rules and regulations to administer an income tax imposed by Strongsville in accordance with this chapter. Such rules shall not conflict with or be inconsistent with any provision of this chapter. Taxpayers are hereby required to comply not only with the requirements of this chapter, but also to comply with such rules and regulations.

All rules and regulations adopted under this section shall be published and posted on the internet.

#### **SECTION 881.23 RENTAL AND LEASED PROPERTY.**

1. All property owners of real property located in the City of Strongsville, who rent or otherwise lease the same, or any part thereof, to any person for residential dwelling purposes, including apartments, rooms and other rental accommodations, during any calendar year, or part thereof, commencing with the effective date of this section, shall file with the Tax Administrator on or before the January 31<sup>st</sup> first following such calendar year a written report disclosing the name, address and also telephone number, if available, of each tenant known to have occupied on December 31<sup>st</sup> during such calendar year such apartment, room or other residential dwelling rental property.

2. The Tax Administrator may order the appearance before him/her, or the Administrator's duly authorized agent, of any person whom the Administrator believes to have any knowledge of the name, address and telephone number of any tenant of residential rental real property in the City of Strongsville. The Tax Administrator, or duly authorized agent, is authorized to examine any person, under oath, concerning the name, address and telephone number of any tenant of residential real property located in Strongsville. The Tax Administrator, or duly authorized agent, may compel the production of papers and records and the attendance of all personnel before such Administrator, whether as parties or witnesses, whenever the Administrator believes such person has knowledge of the name, address and telephone number of any tenant of residential real property in Strongsville.

3. Any property owner or person that violates one or more of the following shall be subject to the penalties of Section 881.99 of this chapter:

- (a) Fails, refuses or neglects to timely file a written report required by subsection 1 hereof; or

(b) Makes an incomplete or intentionally false written report required by subsection 1 hereof;  
or

(c) Fails to appear before the Tax Administrator or any duly authorized agent and to produce and disclose any tenant information pursuant to any order or subpoena of the Tax Administrator as authorized in this section; or

(d) Fails to comply with the provisions of this section or any order or subpoena of the Tax Administrator.

**SECTION 881.24 SAVINGS CLAUSE.**

This chapter shall not apply to any person, firm or corporation, or to any property as to whom or which it is beyond the power of City Council to impose the tax herein provided for. Any sentence, clause, section or part of this chapter or any tax against or exception granted any individual or any of the several groups of persons, or forms of income specified herein if found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall affect only such clause, sentence, section or part of this chapter and shall not affect or impair any of the remaining provisions, sentences, clauses, sections or other parts of this chapter. It is hereby declared to be the intention of Council that this chapter would have been adopted had such unconstitutional, illegal or invalid sentence, or part hereof, not been included therein.

**SECTION 881.25 COLLECTION OF TAX AFTER TERMINATION OF ORDINANCE.**

1. This chapter shall continue effective insofar as the levy of taxes is concerned until repealed, and insofar as the collection of taxes levied hereunder and actions or proceedings for collecting any tax so levied or enforcing any provisions of this chapter are concerned, it shall continue effective until all of said taxes levied hereunder in the aforesaid periods are fully paid, and any and all suits and prosecutions for the collection of said taxes or for the punishment of violations of this chapter shall have been fully terminated, subject to the limitations contained in Section 881.12 and Section 881.99 hereof.

2. Annual returns due for all or any part of the last effective year of this chapter shall be due on the date provided in Sections 881.04 and 881.05 of this chapter as though the same were continuing.

**SECTION 881.26 ADOPTION OF RITA RULES AND REGULATIONS.**

The City of Strongsville hereby adopts the Regional Income Tax Agency (RITA) Rules & Regulations, including amendments that may be made from time to time, for use as Strongsville's Income Tax Rules and Regulations. In the event of a conflict with any provision(s) of the Strongsville Income Tax Ordinance and the RITA Rules & Regulations, the Ordinance will supersede. Until and if the contractual relationship between the City of Strongsville and RITA ceases, Section 881.26 will supersede all other provisions within Codified Ordinance Chapter 881 regarding promulgation of rules and regulations by the Tax Administrator.

**SECTION 881.27 REGISTRATION.**

1. Each taxpayer subject to the provisions of this chapter shall register with the Tax Administrator within thirty (30) days from the date that the taxpayer first receives taxable income. Such registration shall include such information as is required to comply with this chapter and the regulations of the Administrator.

2. Each business entity applying for a permit or license to perform work and/or services within the City shall first register with the Tax Administrator and provide such information as is required to comply with this code and the regulations of the Tax Administrator. No permit or license so applied for shall be issued until the Tax Administrator has certified that the business entity is in compliance.

**SECTION 881.28 AUTHORIZATION TO PROVIDE NOTICE.**

1. The Tax Administrator is authorized to provide notice, to the extent practicable, to each new residential property owner and occupant of the registration requirements of Section 881.27.

2. Each owner of a multifamily dwelling or residential rental property shall provide the Tax Administrator with the names and addresses of each adult tenant or lessee within fifteen (15) days from the date of the tenant's or the lessee's occupancy of the owner's premises, in order to afford the Tax Administrator the opportunity to provide notice of the requirements of this section.

3. Failure of the Tax Administrator to provide notice as authorized in this section shall not waive, remove or otherwise affect the obligation of each taxpayer under the provisions of Section 881.27.

**SECTION 881.99 VIOLATIONS; PENALTIES.**

1. Whoever violates Section 881.17, division 1 of Section 881.16, or Section 881.04 by failing to remit Strongsville income taxes deducted and withheld from an employee, shall be guilty of a misdemeanor of the first degree and shall be subject to a fine of not more than \$1,000 or imprisonment for a term of up to six months, or both. If the individual who commits the violation is an employee, or official, of Strongsville, the individual also is subject to discharge from employment or dismissal from office.

2. Any person who discloses information received from the Internal Revenue Service in violation of division 1 of Section 881.16 shall be guilty of a felony of the fifth degree and shall be subject to a fine of not more than \$5,000 plus the costs of prosecution, or imprisonment for a term not exceeding five years, or both. If the individual who commits the violation is an employee, or official, of Strongsville, the individual is also subject to discharge from employment or dismissal from office.

3. Each instance of access or disclosure in violation of division 1 of Section 881.16 constitutes a separate offense.

4. If not otherwise specified herein, no person shall:

(a) Fail, neglect or refuse to make any return or declaration required by this chapter;

(b) File any incomplete or false return;

(c) Fail, neglect or refuse to pay the tax, penalties or interest imposed by this chapter;

(d) Refuse to permit the Tax Administrator or any duly authorized agent or employee to examine his/her books, records, papers and federal and state income tax returns relating to the income or net profits of a taxpayer;

(e) Fail to appear before the Tax Administrator and to produce his books, records, papers or federal and state income tax returns relating to the income or net profits of a taxpayer upon order or subpoena of the Tax Administrator;

(f) Refuse to disclose to the Tax Administrator any information with respect to the income or net profits of a taxpayer;

(g) Fail to comply with the provisions of this chapter or any order or subpoena of the Tax Administrator authorized hereby;

(h) Give to an employer false information as to his/her true name, correct social security number, and residence address, or fail to promptly notify an employer of any change in residence address and date thereof;

(i) Attempt to do anything whatsoever to avoid the payment of the whole or any part of the tax, penalties or interest imposed by this chapter.

5. Any person who violates any of the provisions in Section 881.99, division 4 shall be subject to the penalties provided for in Section 881.99, division 1 of this chapter.

**CHAPTER 880\***  
**Income Tax**

- 880.01** Purpose of levy of income tax.
- 880.02** Definitions.
- 880.03** Rate and income taxable.
- 880.04** Effective period.
- 880.05** Method of determination of allocation of tax.
- 880.06** Sales made in the City.
- 880.07** Total allocation.
- 880.08** Rentals.
- 880.09** Operating loss-carry forward.
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- 880.11** When return required to be made.
- 880.12** Form and content of return.
- 880.13** Extension of time for filing returns.
- 880.14** Consolidated returns.
- 880.15** Amended returns.
- 880.16** Payment of tax on filing of return.
- 880.17** Collection at source.
- 880.18** Declarations of income not collected at source.
- 880.19** Filing of declaration.
- 880.20** Form of declaration.
- 880.21** Payment to accompany declaration.
- 880.22** Annual return.
- 880.23** Interest on unpaid tax.
- 880.24** Penalties on unpaid tax.
- 880.25** Exceptions.
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- 880.27** Violations.
- 880.28** Failure to procure forms not excuse.
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- 880.30** Refunds of taxes erroneously paid.
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- 880.32** Tax credit.
- 880.33** Claim for credit.
- 880.34** Disbursement of funds collected.
- 880.35** Duty to receive tax imposed.
- 880.36** Duty to enforce collection.
- 880.37** Authority to make and enforce regulations; adoption of R.I.T.A.'s rules and regulations.
- 880.38** Authority to arrange installment payments.

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\*This current Chapter 880 of the City's Codified Ordinances will remain in effect for tax years arising prior to January 1, 2016.



880.39	Authority to determine amount of tax due.
880.40	Authority to make investigations.
880.41	Authority to compel productions of records.
880.42	Refusal to produce records.
880.43	Confidential nature of information obtained.
880.44	Taxpayer required to retain records.
880.45	Authority to contract for central collection facilities.
880.46	Board of Review established.
880.47	Duty of Board to approve regulations and hear appeals.
880.48	Right of appeal.
880.49	Declaration of legislative intent.
880.50	Collection of tax after termination of chapter.
880.51	Limitation on prosecutions.
880.52	Registration.
880.53	Authorization to provide notice.
880.99	Penalty.

#### **CROSS REFERENCES**

Power to tax – see Ohio Const., Art. XVIII, Sec. 3; CHTR. Art. VI

Payroll deductions – see Ohio R.C. 9.42

Municipal income taxes – see Ohio R.C. Ch. 718

#### **880.01 PURPOSE OF LEVY OF INCOME TAX.**

To provide funds for the purpose of general municipal functions of the City of Strongsville including capital improvements to the street and storm drainage systems, the operation of, hiring additional personnel in, and capital improvements for, the Police, Fire and Emergency Medical Service departments, constructing, furnishing and equipping a Recreation and Senior Multi- Purpose Complex, and paying debt charges on securities of the City issued to pay costs of capital improvements, there shall be and is hereby levied a tax on all salaries, wages, commissions and other compensations, and on net profits as hereinafter provided. (Ord. 2005-101. Passed 5-16-05.)

#### **880.02 DEFINITIONS.**

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

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

taxpayer required to file a return under Ohio Revised Code Section 5745.03 or to the net profit from a sole proprietorship.

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

limited to, investments, deposits, money, or credits as those terms are defined in Chapter 5701 of the Ohio Revised Code, and patents, copyrights, trademarks, trade names, investments in real estate investment trusts, investments in regulated investment companies, and appreciation on deferred income. "Intangible income" does not include prizes, awards, or other income associated with any lottery winnings or other similar games of chance, which are otherwise taxed as taxable income.

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

deferred compensation plans, reported as FICA/Medicare wages on an IRS Form W-2, Wage and Tax Statement, or successor form.

- (bb) "Person" includes individuals, firms, companies, business trusts, estates, trusts, partnerships, limited liability companies, associations, corporations, governmental entities, and any other entity. Whenever used in any clause prescribing and imposing a penalty, the term "person", as applied to any unincorporated entity, shall mean the partners or members thereof, and as applied to corporations, the officers thereof.
- (cc) "Place of business" means any bona fide office, other than a mere statutory office, factory, warehouse or other space which is occupied and used by the taxpayer in carrying on any business activity individually or through one or more of his regular employees regularly in attendance.
- (dd) "Qualified plan" means a retirement plan satisfying the requirements under section 401 of the Internal Revenue Code.
- (ee) "Qualifying wages" means wages, as defined in section 3121(a) of the Internal Revenue Code, without regard to any wage limitations, adjusted in accordance with Section 718.03(A) of the Ohio Revised Code.
- (ff) "Resident" means an individual domiciled in the City.
- (gg) "Resident incorporated business entity" means an incorporated business entity having an office or place of business with the City.
- (hh) "Resident unincorporated business entity" means an unincorporated business entity having an office or place of business within the City.
- (ii) "Return preparer" means any person other than a taxpayer that is authorized by a taxpayer to complete or file an income tax return, report, or other document for or on behalf of the taxpayer.
- (jj) "Rules and regulations" means the rules and regulations as set forth in this chapter.
- (kk) "S Corporation" means a corporation that has made an election under subchapter S of Chapter 1 of Subtitle A of the Internal Revenue Code for its taxable year.
- (ll) "Schedule C" means Internal Revenue Service schedule C filed by a taxpayer pursuant to the Internal Revenue Code.
- (mm) "Schedule E" means Internal Revenue Service schedule E filed by a taxpayer pursuant to the Internal Revenue Code.
- (nn) "Schedule F" means Internal Revenue Service schedule F filed by a taxpayer pursuant to the Internal Revenue Code.
- (oo) "Tax Administrator" means the individual charged with direct responsibility for administration of the City's Income Tax Ordinance.
- (pp) "Taxable income" means any and all income earned or received by an individual or an entity, the taxation of which by the City is not prohibited by federal law, state law, or specifically exempted under Section 880.10 of this chapter. Qualifying wages, salaries, commissions and other compensation paid by an employer or employers before any deduction, including bonuses paid for signing

or ratifying an employment contract and amounts paid by an employer to terminate an employment contract; lottery, gambling and sports winnings, games of chance, prizes and/or awards of six hundred dollars (\$600.00) or more; and/or the net profits from the operation of a business, profession or other enterprise or activity adjusted in accordance with the provisions of this chapter shall be considered taxable income.

- (qq) "Taxable year" means the corresponding tax reporting period as prescribed for the taxpayer under the Internal Revenue Code.
- (rr) "Taxpayer" means a person subject to a tax on income levied by a municipal corporation. "Taxpayer" does not include any person that is a disregarded entity or a qualifying subchapter S subsidiary for federal income tax purposes, but "taxpayer" includes any other person who owns the disregarded entity or qualifying subchapter S subsidiary.  
(2014-155. Passed 9-2-14.)

### **880.03 RATE AND INCOME TAXABLE.**

1. An annual tax for the purposes specified in Section 880.01 shall be imposed on and after July 1, 1993, at the rate of two percent (2%) per year (of which rate one and one-half percent (1-1/2%) is hereinafter referred to as the "Base Tax" and one-half of one percent (1/2%) is hereinafter referred to as the "Additional Tax") upon the following:

- (a) On all qualifying wages, salaries, commissions and other compensation earned and/or received, and on each lottery prize award payment, gambling and sports winnings, games of chance, other prizes and/or awards of six hundred dollars (\$600.00) or more received during the effective period of this chapter by residents of the City.
  - (1) No deductions are permitted against income from lottery, gambling and sports winnings, games of chance, or other prizes or awards, unless the taxpayer is considered a professional gambler for federal income tax purposes, in which event related deductions as permitted by the Internal Revenue Code shall be allowed against such items of income.
- (b) On all salaries, qualifying wages, commissions, other compensation and other taxable income earned or received during the effective period of this chapter by nonresidents of the City for work done or services performed or rendered within the City; and on each lottery prize award payment of six hundred dollars (\$600.00) or more received from any State of Ohio lottery or lottery in which the State of Ohio participates from a lottery ticket purchased in the City by nonresidents of the City during the effective period of this chapter.
- (c) (1) On the portion attributable to the City of the net profits earned during the effective period of this chapter of all resident unincorporated business entities, pass-through entities,

professions or other activities, derived from work done, services performed or rendered and business or other activities conducted in the City.

- (2) On the portion of the distributive share of the net profits earned during the effective period of this chapter of a resident owner of a resident unincorporated business entity or pass-through entity not attributable to the City and not levied against such unincorporated business entity or pass-through entity.
- (d) (1) On the portion attributable to the City of the net profits earned during the effective period of this chapter of all nonresident unincorporated businesses, pass-through entities, professions or other activities, derived from work done, services performed or rendered and business and other activities conducted in the City, whether or not such unincorporated business entity has an office or place of business in the City.
- (2) On the portion of the distributive share of the net profits earned during the effective period of this chapter of a resident owner of a nonresident unincorporated business entity or pass-through entity not attributable to the City and not levied against such unincorporated business entity or pass-through entity.
- (e) On the portion attributable to the City of the net profits earned during the effective period of this chapter of all corporations that are not pass-through entities derived from work done, services performed or rendered and business or other activities conducted in the City, whether or not such corporations have an office or place of business in the City.

2. Businesses Both In and Outside the Municipal Boundaries.

- (a) This section does not apply to taxpayers that are subject to and required to file reports under Chapter 5745 of the Ohio Revised Code. Except as otherwise provided in paragraph 3 of this section, net profit from a business or profession conducted both within and without the boundaries of a municipal corporation shall be considered as having a taxable situs in such municipal corporation for purposes of municipal income taxation in the same proportion as the average ratio of the following:
- (b) Multiply the entire net profits of the business by a business apportionment percentage formula to be determined by:
  - (1) The average original cost of the real and tangible personal property owned or used by the taxpayer in the business or profession in such municipal corporation during the taxable period to the average original cost of all of the real and tangible personal property owned or used by the taxpayer in the business or profession during the same period, wherever situated. As used

in the preceding paragraph, real property includes property rented or leased by the taxpayer and the value of such property shall be determined by multiplying the annual rental thereon by eight;

- (2) Wages, salaries and other compensation paid during the taxable period to persons employed in the business or profession for services performed in such municipal corporation to wages, salaries and other compensation paid during the same period to persons employed in the business or profession, wherever their services are performed, excluding compensation that is not taxable by the municipal corporation under Section 718.011 of the Ohio Revised Code;
- (3) Gross receipts of the business or profession from sales made and services performed during the taxable period in such municipal corporation to gross receipts of the business or profession during the same period from sales and services, wherever made or performed.
- (4) Adding together the percentages determined in accordance with subsections (2)(b) (1), (2), and (3) hereof, or such of the aforesaid percentages as are applicable to the particular taxpayer and dividing the total so obtained by the number of percentages used in deriving such total.
  - (i) A factor is applicable even though it may be apportioned entirely in or outside the City.
  - (ii) Provided however, that in the event a just and equitable result cannot be obtained under the business apportionment percentage formula provided for herein, the Tax Administrator, upon application of the taxpayer, shall have the authority to substitute other factors or methods calculated to effect a fair and proper apportionment.

3. Except as otherwise provided in this section, net profit from rental activity not constituting a business or profession shall be subject to tax only by the municipal corporation in which the property generating the net profit is located.

4. A non-resident individual, who works in the City twelve (12) or fewer days per year shall be considered an occasional entrant, and shall not be subject to the City municipal income tax for those twelve (12) days. For purposes of the 12-day calculation, any portion of a day worked in the City shall be counted as one (1) day worked in the City.

Beginning with the thirteenth (13th) day, the employer of said individual shall begin withholding the City income tax from remuneration paid by the employer to the individual, and shall remit the withheld income tax to the City in accordance with the requirements of this



chapter, and shall remit taxes on income earned in the City by the individual for the first twelve (12) days.

If the individual is self-employed, it shall be the responsibility of the individual to remit the appropriate income tax to the City.

This section does not apply to entertainers or professional athletes, their employees or individuals who perform services on their behalf, or promoters and booking agents of such entertainment and sporting events.

5. This section does not apply to individuals who are residents of the Municipality and, except as otherwise provided in Section 718.01 of the Ohio Revised Code, the Municipality may impose a tax on all income earned by residents of the Municipality to the extent allowed by the United States Constitution.

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

#### **880.04 EFFECTIVE PERIOD.**

The tax shall be levied, collected and paid with respect to the salaries, wages, commissions and other compensation, and with respect to the net profits of businesses, professions or other activities earned on and after July 1, 1993.

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

#### **880.05 METHOD OF DETERMINATION OF ALLOCATION OF TAX.**

In the taxation of income which is subject to the City income tax if the books and records of a taxpayer conducting a business or profession both within and without the City shall disclose with reasonable accuracy what portion of the net profit is attributable to that part of the business or profession conducted within the boundaries of the City, then only such portion shall be considered as having a taxable situs in the City for the purposes of municipal income taxation. The portion of the entire net profits of a taxpayer to be allocated as having been derived from within the City, in the absence of actual records thereof, shall be determined as follows:

Multiply the entire net profits by a business allocation percentage to be determined by a three-factor of property, payroll and sales, each of which shall be given equal weight, as follows:

- (a) The average original cost of the real and tangible personal property owned or used by the taxpayer in the business or profession in the City during the taxable period to the average original cost of all the real and tangible personal property owned or used by the taxpayer in the business or profession during the same period wherever situated. Real property shall include property rented or leased by the taxpayer and the value of such property shall be determined by multiplying the annual rental thereon by eight.
- (b) Wages, salaries and other compensation paid during the taxable period to persons employed in the business or profession for services performed in the City to wages, salaries and other compensation paid during the same period to

persons employed in the business or profession, wherever their services are performed, excluding compensation that is not taxable by the City under Section 718.011 of the Ohio Revised Code.

- (c) Gross receipts of the business or profession from sales made and services performed during the taxable period in the City to gross receipts of the business or profession during the same period from sales and services, wherever made or performed.

In the event that the foregoing apportionment formula does not produce an equitable result, another basis may, under uniform regulations, be substituted so as to produce such result.

If the Tax Administrator approves the use of books and records as a substitute method, the following shall apply:

- (1) The net profits allocable to the City from business, professional or other activities conducted in the City by corporations or unincorporated entities, whether resident or non-resident, may be determined from the records of the taxpayer only if the taxpayer has bona fide records which disclose with reasonable accuracy what portion of his net profits is attributable to that part of his activities conducted within the City.
- (2) If the books and records of the taxpayer are used as the basis for apportioning net profits, a statement must accompany the return explaining the manner in which such apportionment is made in sufficient detail to enable the Tax Administrator to determine whether the net profits attributable to the City are apportioned with reasonable accuracy.
- (3) In determining the income allocable to the City from the books and records of a taxpayer, an adjustment may be made for the contribution made to the production of such income by headquarters activities of the taxpayer, whether such headquarters is within or without the City.

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

#### **880.06 SALES MADE IN THE CITY.**

As used in Section 880.05(c) "sales made in the City" means:

- (a) All sales of tangible personal property which is delivered within the City regardless of where title passes if shipped or delivered from a stock of goods within the City.
- (b) All sales of tangible personal property which is delivered within the City regardless of where title passes even though transported from a point outside the City if the taxpayer is regularly engaged through its own employees in the solicitation or promotion of sales within the City and the sales result from such solicitation or promotion.
- (c) All sales of tangible personal property which is shipped from a place within the City to purchasers outside of the City regardless of where title passes if the taxpayer is not, through its own employees, regularly engaged in the solicitation

or promotion of sales at the place where delivery is made.

(d) Except as otherwise provided in subsection (e) hereof, net profit from rental activity not constituting a business or profession shall be subject to tax only by the municipal corporation in which the property generating the net profit is located.

(e) This section shall not apply to individuals who are residents of the City and, except as otherwise provided in Section 718.01 of the Ohio Revised Code, the City may impose a tax on all income earned by residents of the municipal corporation to the extent allowed by the United States Constitution.

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

#### **880.07 TOTAL ALLOCATION.**

Add together the percentages determined in accordance with Section 880.05(a) to (c) or such of the aforesaid percentages as are applicable to the particular taxpayer, and divide the total so obtained by the number of percentages used in deriving such total in order to obtain the business allocation percentage referred to in Section 880.05.

A factor is applicable even though it may be allocable entirely in or outside the City.  
(Ord. 2005-101. Passed 5-16-05.)

#### **880.08 RENTALS.**

(a) Rental income received by a taxpayer shall be included in the computation of net profits from business activities under Section 880.03(c) to (e), only if and to the extent that the rental ownership, management or operations of the real estate from which such rentals are derived, whether so rented, managed or operated by a taxpayer individually or through agents or other representatives, constitutes a business activity of the taxpayer in whole or in part.

(b) Where the gross monthly rental of any and all real properties, regardless of number and value, aggregates in excess of two hundred fifty dollars (\$250.00) per month, it shall be prima-facie evidence that the rental, ownership, management or operation of such properties is a business activity of such taxpayer, and the net income of such rental property shall be subject to tax; provided that in the case of commercial property, the owner shall be considered engaged in a business activity when the rental is based on a fixed or fluctuating percentage of gross or net sales, receipts or profits of the lessee, whether or not such rental exceeds two hundred fifty dollars (\$250.00) per month; provided further that in the case of farm property, the owner shall be considered engaged in a business activity when he shares in crops or when the rental is based on a percentage of the gross or net receipts derived from the farm whether or not the gross income exceeds two hundred fifty dollars (\$250.00) per month; and provided further that the person who operates a licensed rooming house shall be considered in business whether or not the gross income exceeds two hundred fifty dollars (\$250.00) per month.

(c) It shall be mandatory for every property owner subject to the provisions of this

section to personally or through a management agent submit a list to the Administrator of names and addresses of all persons, firms, corporations or other entities occupying, leasing, renting or otherwise using the premises within the Municipality in such a manner as to produce economic benefit to the property owner, whether or not such benefit is called "rent" and whether or not such benefit results in a profit or loss. The required list shall be prepared as of December 31 of each year and submitted on or before January 31 of the following year and at such other times as may be prescribed by the Administrator.

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

#### **880.09 OPERATING LOSS-CARRY FORWARD.**

(a) The portion of a net operating loss sustained in any taxable year subsequent to October 1, 1967, allocable to the City may be applied against the portion of the profit of succeeding tax years allocable to the City until exhausted but in no event for more than five taxable years immediately following the year in which the loss occurred. No portion of a net operating loss shall be carried back against net profits of any prior year.

(b) The portion of net operating loss sustained shall be allocated to the City in the same manner as provided herein for allocating net profits to the City.

(c) The Administrator shall provide by rules and regulations the manner in which such net operating loss-carry forward shall be determined.

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

#### **880.10 SOURCES OF INCOME NOT TAXED.**

(a) The tax provided for herein shall not be levied on the following:

- (1) Pay or allowance of members of the armed forces of the United States and of their reserve components, including the Ohio National Guard;
- (2) The income of religious, fraternal, charitable, scientific, literary or educational institutions to the extent that such income is derived from tax-exempt real estate, tax-exempt tangible or intangible property or tax-exempt activities.
- (3) Poor relief, unemployment insurance benefits, old age pensions or similar payments including disability benefits received from local, State or Federal governments or charitable, religious or educational organizations.
- (4) Proceeds of insurance paid by reason of the death of the insured; pensions, disability benefits, annuities or gratuities not in the nature of compensation for services rendered from whatever source derived.
- (5) Receipts from seasonal or casual entertainment, amusements, sports events and health and welfare activities when such are conducted by bonafide charitable, religious or educational organizations and associations.

- (6) Alimony received.
- (7) Personal earnings of any natural person under eighteen years of age.
- (8) Compensation for personal injuries or for damages to property by way of insurance or otherwise.
- (9) Interest, dividends and other revenue from intangible property.
- (10) Gains from involuntary conversion, cancellation of indebtedness, interest on Federal obligations, items of income already taxed by the State from which the City is specifically prohibited from taxing, and income of a decedent's estate during the period of administration (except such income from the operation of a business).
- (11) Salaries, wages, commissions and other compensation and net profits, the taxation of which is prohibited by the United States Constitution or any act of Congress limiting the power of the states or their political subdivisions to impose net income taxes on income derived from interstate commerce.
- (12) Salaries, wages, commissions and other compensation and net profits, the taxation of which is prohibited by the Constitution of the State of Ohio or any act of the Ohio General Assembly limiting the power of the City to impose net income taxes.
- (13) The rental value of a home furnished to an ordained minister of the gospel as part of his compensation, or the rental allowance paid to a bona fide minister of the gospel as part of his compensation, to the extent used by him to rent or provide a home pursuant to section 107 of the Internal Revenue Code.
- (14) Compensation paid under section 3501.28 or 3501.36 of the Ohio Revised Code to a person serving as a precinct official, to the extent that such compensation does not exceed one thousand dollars (\$1,000) annually. Such compensation in excess of one thousand dollars may be subject to taxation. The payer of such compensation is not required to withhold municipal tax from that compensation.
- (15) Compensation paid to an employee of a transit authority, regional transit authority, or a regional transit commission created under Chapter 306 of the Ohio Revised Code for operating a transit bus or other motor vehicle for the authority or commission in or through the City, unless the bus or vehicle is operated on a regularly scheduled route, the operator is subject to such tax by reason of residence or domicile in the City, or the headquarters of the authority or commission is located within the City.
- (16) Personal earnings of any natural person under eighteen years of age.
- (17) Mentally retarded and developmentally disabled employees earning less than the minimum hourly wage while employed at government sponsored sheltered workshops shall be exempt from the levy of the tax provided herein with approval of the Tax Administrator.

- (18) The City shall not tax the compensation paid to a nonresident individual for personal services performed by the individual in the City on twelve (12) or fewer days in a calendar year unless one of the following applies:
- A. The individual is an employee of another person, the principal place of business of the individual's employer is located in another municipality in Ohio that imposes a tax applying to compensation paid to the individual for services paid on those days; and the individual is not liable to that other municipality for tax on the compensation paid for such services.
  - B. The individual is a professional entertainer or professional athlete, the promoter of a professional entertainment or sports event, or an employee of such promoter, all as may be reasonably defined by the City.

For purposes of this rule, any portion of a day worked in the City shall be counted as one day.

- (19) The income of a public utility, when that public utility is subject to the tax levied under section 5727.24 or 5727.30 of the Ohio Revised Code, except a municipal corporation may tax the following, subject to Chapter 5745 of the Ohio Revised Code:

- A. The income of an electric company or combined company;
- B. The income of a telephone company.

As used in division (a)(19) of this section, "combined company", "electric company", and "telephone company" have the same meanings as in section 5727.01 of the Ohio Revised Code.

- (20) An S corporation shareholder's distributive share of net profits of the S corporation, other than any part of the distributive share of net profits that represents wages as defined in section 3121(a) of the Internal Revenue Code or net earnings from self-employment as defined in section 1402(a) of the Internal Revenue Code, to the extent such distributive share would not be allocated or apportioned to this State under division (B)(1) and (2) of section 5733.05 of the Ohio Revised Code if the S corporation were a corporation subject to the taxes imposed under Chapter 5733 of the Ohio Revised Code.

(b) Generally, the above noted items in this section are the only forms of income not subject to the tax. Any other income, benefits, or other forms of compensation shall be taxable.

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

#### **880.11 WHEN RETURN REQUIRED TO BE MADE.**

Each taxpayer shall, whether or not a tax be due thereon, make and file a return on or before April 15 of the year following the effective date of this chapter, and on or before April

15 of each year thereafter. When the return is made for a fiscal year or other period different from the calendar year, the return shall be filed within four months from the end of such fiscal year or period.

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

#### **880.12 FORM AND CONTENT OF RETURN.**

The return shall be filed with the Administrator on a form or forms furnished by or obtainable upon request from such Administrator, setting forth:

- (a) The aggregate amounts of wages, commissions and other compensation earned and gross income from business, profession or other activity, less allowable expenses incurred in the acquisition of such gross income earned during the preceding year and subject to the tax;
- (b) The amount of the tax imposed by this chapter on such earnings and profits, and
- (c) Such other pertinent statements, information returns or other information as the Administrator may require.

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

#### **880.13 EXTENSION OF TIME FOR FILING RETURNS.**

(a) Any taxpayer that has requested an extension for filing a federal income tax return may request an extension for the filing of a Municipal Income Tax Return by filing a copy of the taxpayer's federal extension request with the Municipal Tax Division. Any taxpayer not required to file a federal income tax return may request an extension for filing a Municipal Income Tax Return in writing. The request for extension must be filed on or before the original due date for the annual return. If the request is granted, the extended due date of the municipal income tax return shall be the last day of the month following the month to which the due date of the federal income tax return has been extended.

(b) The Tax Administrator may deny a taxpayer's request for extension if the taxpayer:

- (1) Fails to timely file the request; or
- (2) Fails to file a copy of the federal extension request, (if applicable); or
- (3) Owes the Municipality any delinquent income tax, penalty, interest or other charge for the late payment or nonpayment of income tax; or
- (4) Has failed to file any required income tax return, report, or other related document for a prior tax period.

(c) The granting of an extension for filing a Municipal tax return does not extend the due date as provided in this section for payment of the tax; hence, penalty and interest may apply to any unpaid tax during the period of extension at the rate set out by Sections 880.23 and 880.24. No penalty shall be assessed in those cases in which the return is filed and the final tax paid within the extension period provided all other filing and payment requirements of



the Tax Code have been met. Any extension by the Tax Administrator shall be granted upon the condition that declaration filing and payment requirements have been fulfilled; however, if, upon further examination it then becomes evident that declaration filing and payment requirements have not been fulfilled, penalty and interest may be assessed in full and in the same manner as though no extension had been granted.

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

#### **880.14 CONSOLIDATED RETURNS.**

(a) Filing of consolidated returns may be permitted or required in accordance with rules and regulations prescribed by the Administrator.

(b) In the case of a corporation that carried on transactions with its stockholders or with other corporations related by stock ownership, interlocking directorates or some other method, or in case any person operates a division, branch, factory, office, laboratory or activity within the City constituting a portion only of its total business, the Administrator shall require such additional information as he may deem necessary to ascertain whether net profits are properly allocated to the City. If the Administrator finds that net profits are not properly allocated to the City by reason of transactions with stockholders or with other corporations related by stock ownership or interlocking directorates, or transactions with such division, branch, factory, office, laboratory or by some other method, he shall make such allocation as he deems appropriate to produce a fair and proper allocation of net profits to the City.

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

#### **880.15 AMENDED RETURNS.**

(a) Where necessary, an amended return must be filed in order to report additional income and pay any additional tax due or claim a refund of tax overpaid, subject to the requirements, limitations, or both contained in Sections 880.05 through 880.07 and 880.32 through 880.51. Such amended return shall be on a form obtainable on request from the Administrator. A taxpayer may not change the method of accounting or apportionment of net profits after the due date for filing the original return.

(b) Within three months from the final determination of any Federal tax liability affecting the taxpayer's City tax liability, such taxpayer shall make and file an amended City return showing income subject to the City tax based upon such final determination of Federal tax liability and pay any additional tax shown due thereon or make claim for refund of any overpayment.

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

#### **880.16 PAYMENT OF TAX ON FILING OF RETURNS.**

(a) The taxpayer making a return shall, at the time of filing thereof, pay to the Administrator the amount of taxes shown as due thereon, provided, however, that:

(1) Where any portion of the tax so due has been deducted at the source

- pursuant to the provisions of Section 880.17, or
- (2) Where any portion of such tax has been paid by the taxpayer pursuant to the provisions of Section 880.18, or
  - (3) Where an income tax has been paid on the same income to another municipality credit for the amount so deducted or paid, or credit to the extent provided for in Section 880.33, shall be deducted from the amount shown to be due and only the balance, if any, shall be due and payable at the time of filing such return.

(b) A taxpayer who has overpaid the amount of tax to which the City is entitled under the provisions of this chapter may have such overpayment applied against any subsequent liability hereunder or, at his election, indicated on the return, such overpayment, or part thereof, shall be refunded, provided that no additional taxes or refunds of less than one dollar (\$1.00) shall be collected or refunded.

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

#### **880.17 COLLECTION AT SOURCE.**

(a) In accordance with rules and regulations prescribed by the Administrator, each employer within or doing business within the City shall deduct, at the time of the payment of such salary, wages, commission or other compensation, the tax at its then applicable percentage of the gross salaries, wages, commissions or other compensation due by the employer to the employee, and shall, on or before the last day of each month, make a return and pay to the Administrator the amount of taxes so deducted during the previous month. However, if the amount of the tax so deducted by any employer in any one month is less than one hundred dollars (\$100.00), the employer may defer the filing of the return and payment of the amount deducted until the last day of the month following the end of the calendar quarter in which such month occurred.

(b) Such returns shall be on a form or forms prescribed or acceptable to the Administrator and shall be subject to the rules and regulations prescribed therefor by the Administrator. Such employer shall be liable for the payment of the tax required to be deducted and withheld whether or not such taxes have, in fact, been withheld.

(c) Such employer in collecting the tax shall be deemed to hold the same until payment is made by such employer to the City as a trustee for the benefit of the City, and any such tax collected by such employer from his employees shall, until the same is paid to the City be deemed a trust fund in the hands of such employer.

(d) No person shall be required to withhold the tax on wages or other compensation paid domestic servants employed by him exclusively in or about such person's residence, even though such residence is in the City, but such employee shall be subject to all of the requirements of this chapter.

(e) The officer or employee having control or supervision of or charged with the responsibility of, filing the return and making the payment, shall be personally liable for failure to file the return or pay the tax due as required herein. The dissolution, bankruptcy or reorganization of any such employer does not discharge an officer's or employee's liability for a prior failure of such business to file a return or pay taxes due.  
(Ord. 2005-101. Passed 5-16-05.)

**880.18 DECLARATIONS OF INCOME NOT COLLECTED AT SOURCE.**

Except as provided in this section, every person shall file a declaration setting forth taxable income, including distributive shares of net profits of unincorporated business entities, estimated to be earned during the current tax year, together with the estimated tax due thereon, less the amount withheld within the City and less the tax credit allowed in Section 880.32, unless the entire taxable income is subject to withholding within the City, pursuant to Section 880.17. If the estimated tax for the current year, less the tax to be withheld and less such tax credit, amounts to not more than fifty dollars (\$50.00), no declaration or payment of estimated tax is required.  
(Ord. 2005-101. Passed 5-16-05.)

**880.19 FILING OF DECLARATION.**

(a) The declaration required by Section 880.18 shall be filed on or before April 15 of each year during the effective period set forth in Section 880.04 or on or before the fifteenth (15th) day of the fourth (4th) month following the date the taxpayer becomes subject to tax for the first time.

(b) Those taxpayers reporting on a fiscal year basis shall file a declaration on or before the fifteenth (15th) day of the fourth month following the beginning of each fiscal year or period.  
(Ord. 2005-101. Passed 5-16-05.)

**880.20 FORM OF DECLARATION.**

(a) The declaration required by Section 880.18 shall be filed upon a form furnished by or obtainable from the Administrator or an acceptable generic form. As provided in Section 880.18, credit shall be taken for the City tax to be withheld from any portion of such income and credit shall be taken for tax to be paid or withheld and remitted to another taxing municipality, in accordance with the provisions of Section 880.32.

(b) The original declaration or any subsequent amendment thereof may be increased or decreased on or before any subsequent quarterly payment date as provided for herein.  
(Ord. 2005-101. Passed 5-16-05.)

**880.21 PAYMENT TO ACCOMPANY DECLARATION.**

(a) The declaration of estimated tax to be paid to the City by taxpayers who are individuals shall be accompanied by a payment of at least one-fourth of the estimated annual tax and which shall be paid on or before the last day of the seventh, tenth and thirteenth months after the beginning of the taxable year.

(b) The declaration of estimated tax to be paid to the City by taxpayers that are not individuals shall be accompanied by a payment of at least one-fourth of the estimated annual tax which shall be paid on or before the fifteenth day of the sixth, ninth and twelfth months after the beginning of the taxable year.

(c) However, in case an amended declaration has been filed, the unpaid balance shown due thereon shall be paid in equal installments on or before the remaining payment dates.

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

#### **880.22 ANNUAL RETURN.**

On or before the fifteenth (15th) day of the fourth month of the year following that for which such declaration or amended declaration was filed, an annual return shall be filed and any balance which may be due the City shall be paid therewith in accordance with the provisions of Section 880.16. However, any taxpayer may file, on or before the last day of the first month of the year following that for which such declaration or amended declaration was filed, an annual return and pay any balance due at such time in lieu of filing such declaration or an amended declaration, and in lieu of paying the final quarterly installment based upon a declaration or amended declaration of estimated tax.

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

#### **880.23 INTEREST ON UNPAID TAX.**

All taxes imposed and all moneys withheld or required to be withheld by employers and all installments of estimated taxes required to be paid under the provisions of this chapter and remaining unpaid after they become due, shall bear interest at the rate of eight percent (8%) per year. No interest shall be assessed on estimated payments if the taxpayer has remitted an amount equal to one hundred percent (100%) of the previous year's tax liability, provided that the previous year reflected a 12-month period, or if ninety percent (90%) of the actual liability has been received.

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

#### **880.24 PENALTIES ON UNPAID TAX.**

In addition to interest as provided in Section 880.23, penalties based on the unpaid tax or installments of estimated tax are hereby imposed as follows:

(a) For failure to pay taxes or estimated taxes due, other than taxes withheld: ten percent per year, but not less than twenty-five dollars (\$25.00).

(b) For failure to remit taxes withheld from employees: ten percent per month or

fraction thereof, but the accumulated penalty shall not exceed fifty percent upon any unpaid amount and shall not be less than twenty-five dollars (\$25.00).

- (c) No penalty shall be assessed on estimated payments if the taxpayer has remitted an amount equal to one hundred percent (100%) of the previous year's tax liability, provided that the previous year reflected a 12-month period, or if ninety percent (90%) of the actual liability has been received.  
(Ord. 2005-101. Passed 5-16-05.)

#### **880.25 EXCEPTIONS.**

A penalty shall not be assessed on an additional tax assessment made by the Administrator when a return has been filed in good faith and the tax paid thereof within the time prescribed by the Administrator. In the absence of fraud, neither penalty nor interest shall be assessed on any additional tax assessment resulting from a Federal audit, providing an amended return is filed and the additional tax is paid within three months after a final determination of the Federal tax liability.

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

#### **880.26 ABATEMENT OF INTEREST AND PENALTY.**

Either the Administrator hereunder or the Board of Review may abate a penalty or interest, or both, for good cause shown.

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

#### **880.27 VIOLATIONS.**

No person shall:

- (a) Fail, neglect or refuse to make any return or declaration required by this chapter;
- (b) Make any incomplete, false or fraudulent return;
- (c) Fail, neglect or refuse to pay the tax, penalties or interest imposed by this chapter;
- (d) Fail, neglect or refuse to withhold the tax from his employees or remit such withholding to the Administrator;
- (e) Refuse to permit the Administrator or any duly authorized agent or employee to examine his books, records, papers and Federal income tax returns relating to the income or net profits of a taxpayer;
- (f) Fail to appear before the Administrator and to produce his books, records, papers or Federal income tax returns relating to the income or net profits of a taxpayer upon order or subpoena of the Administrator;
- (g) Refuse to disclose to the Administrator any information with respect to the income or net profits of a taxpayer;
- (h) Fail to comply with the provisions of this chapter or any order or subpoena of the Administrator authorized hereby;
- (i) Give to an employer false information as to his true name, correct social

security number and residence address or fail to promptly notify an employer of any change in residence address and date thereof;

- (j) Fail to use ordinary diligence in maintaining proper records of employees' residence addresses, total wages paid and City tax withheld, or knowingly give the Administrator false information;
  - (k) Attempt to do anything whatever to evade the payment of the whole or any part of the tax, penalties or interest imposed by this chapter.
- (Ord. 2005-101. Passed 5-16-05.)

**880.28 FAILURE TO PROCURE FORMS NOT EXCUSE.**

The failure of any employer or person to receive or procure a return, declaration or other required form shall not excuse him from making any information return, return or declaration, from filing such form or from paying the tax.

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

**880.29 UNPAID TAXES RECOVERABLE AS OTHER DEBTS.**

All taxes imposed by this chapter shall be collectible, together with any interest and penalties thereon, by suit, as other debts of like amount are recoverable. Except in the case of fraud, of omission of a substantial portion of income subject to this tax or of failure to file a return, an additional assessment shall not be made after three years from the time the return was due or filed, whichever is later, provided, however, in those cases in which a Commissioner of Internal Revenue and the taxpayer have executed a waiver of the Federal statute of limitations, the period within which an additional assessment may be made by the Administrator shall be one year from the time of the final determination of the Federal tax liability.

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

**880.30 REFUNDS OF TAXES ERRONEOUSLY PAID.**

Taxes erroneously paid shall not be refunded unless a claim for refund is made within three years from the date which such payment was made or the return was due, or within three months after the final determination of the Federal tax liability, whichever is later.

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

**880.31 AMOUNTS OF LESS THAN ONE DOLLAR.**

Amounts of less than one dollar (\$1.00) shall not be collected or refunded.

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

**880.32 TAX CREDIT.**

(a) When the taxable income of a resident of the City is subject to a municipal income tax in another municipality on the same income taxable under this chapter, such resident shall be allowed a credit of the amount of income tax paid on such taxable income to such other municipality, equal to 75 percent of the amount obtained by multiplying the lower

of the tax rate of such other municipality or of the City by the taxable income earned in or attributable to the municipality of employment or business activity. For the purpose of this section, taxable income shall include the distributive share of net profits of a resident partner or owner of an unincorporated business entity.

(b) Effective with the 2004 tax year, and except as provided in subsection (c) hereof, if tax or withholding is paid to a municipal corporation on income or wages, and if a second municipal corporation imposes a tax on that income or wages after the time period allowed for a refund of the tax or withholding paid to the first municipal corporation, the second municipal corporation shall allow a nonrefundable credit, against the tax or withholding the second municipality claims is due with respect to such income or wages equal to the tax or withholding already paid to the first municipal corporation.

(c) If the tax rate in the second municipal corporation is less than the tax rate in the first municipal corporation, then the credit described in subsection (b) of this section shall be calculated using the tax rate in effect in the second municipal corporation.

(d) A claim for credit or refund under this section shall be made in such manner as the Administrator may by regulation provide. In the event such City resident fails, neglects or refuses to file an annual return or declaration on the form prescribed by the Administrator, he shall not be entitled to such credit or refund and shall be considered in violation of this chapter for failure to file a return.

(e) However, nothing in this section permits any credit carryover.  
(Ord. 2009-253. Passed 1-4-10.)

#### **880.33 CLAIM FOR CREDIT.**

Any claim for credit for income taxes paid another municipality on the same income taxable hereunder, or claim for or assignment of any refund due to the credit provided for herein, must be filed with the Administrator on or before December 31 of the year following that for which such credit is claimed, provided that in the case such claim for reciprocity refund shall have been assigned to the Municipality of residence, such municipality of residence shall file a claim for refund with the Administrator on or before January 31 following. Failure to file such claim for reciprocity credit or refund, or assignment thereof, within the time prescribed herein shall render such credit, claim for refund or assignment null and void.

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

#### **880.34 DISBURSEMENT OF FUNDS COLLECTED.**

The funds collected under the provisions of this chapter shall be disbursed in the following manner:

(a) First, such part thereof as shall be necessary to defray all expenses of collecting



the tax and of administering and enforcing the provisions of this chapter shall be paid.

- (b) Second, one-sixth of the balance remaining which is attributable to the Base Tax, as defined in Section 880.03, after payment of the expenses referred to in subsection (a) hereof shall be deposited in the Street Construction, Maintenance and Repair Fund to pay costs of street construction, maintenance and repair, including debt service charges on bonds and notes issued to pay costs of those capital improvements.
- (c) Third, all of the balance remaining which is attributable to the Additional Tax, as defined in Section 880.03, after payment of the expenses referred to in subsection (a) hereof shall be placed in a special fund or funds and used only for general municipal functions of the City of Strongsville including capital improvements to the street and storm drainage systems, the operation of, hiring additional personnel in, and capital improvements for, the Police, Fire and Emergency Medical Service departments, constructing, furnishing and equipping a Recreation and Senior Multi- Purpose Complex, and paying debt charges on securities of the City issued to pay costs of capital improvements.
- (d) The balance remaining after payment of the expenses referred to in subsection (a) hereof and the payments referred to in subsections (b) and (c) hereof shall be deposited in the General Fund for municipal purposes.  
(Ord. 2005-101. Passed 5-16-05.)

#### **880.35 DUTY TO RECEIVE TAX IMPOSED.**

It shall be the duty of the Administrator to receive the tax imposed by this chapter in the manner prescribed herein, from the taxpayers, to keep an accurate record thereof, and to report all moneys so received.

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

#### **880.36 DUTY TO ENFORCE COLLECTION.**

It shall be the duty of the Administrator to enforce payment of all taxes owing to the City, to keep accurate records for a minimum of five years showing the amount due from each taxpayer required to file a declaration or make any return, or both, including taxes withheld, and to show the dates and amounts of payments thereof.

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

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

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

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

(c) R.I.T.A.'s Rules and Regulations shall be in addition to any rules and regulations adopted and promulgated by the Administrator pursuant to authority granted under Section 880.37(a) above. In any matter where a rule or regulation adopted and promulgated by the Administrator conflicts with any of R.I.T.A.'s Rules and Regulations, the rule or regulation adopted and promulgated by the Administrator shall prevail over and render null and void the R.I.T.A. rule or regulation with respect to the City of Strongsville.  
(Ord. 2014-155. Passed 9-2-14.)

#### **880.38 AUTHORITY TO ARRANGE INSTALLMENT PAYMENTS.**

(a) The Administrator is authorized to arrange for the payment of unpaid taxes, interest and penalties on a schedule of installment payments when the taxpayer has proven to the Administrator that, due to certain hardship conditions, he is unable to pay the full amount of the tax due. Such authorization shall not be granted until proper returns are filed by the taxpayer for all amounts owed by him under this chapter.

(b) Failure to make any deferred payment when due shall cause the total unpaid amount, including penalty and interest, to become payable on demand and the provisions of Sections 880.27, 880.29 and 880.99 shall apply.  
(Ord. 2005-101. Passed 5-16-05.)

#### **880.39 AUTHORITY TO DETERMINE AMOUNT OF TAX DUE.**

In any case where a taxpayer has failed to file a return or has filed a return which does not show the proper amount of tax due, the Administrator may determine the amount of tax appearing to be due the City from the taxpayer and shall send to such taxpayer a written statement showing the amount of tax so determined together with interest and penalties thereon, if any.  
(Ord. 2005-101. Passed 5-16-05.)

#### **880.40 AUTHORITY TO MAKE INVESTIGATIONS.**

(a) The Administrator, or any authorized employee, is hereby authorized to examine the books, papers, records and Federal income tax returns of any employer or of any taxpayer or person subject to, or whom the Administrator believes is subject to the provisions of this chapter for the purpose of verifying the accuracy of any return made, or, if no return

was made, to ascertain the tax due under this chapter.

(b) Every such employer, supposed employer, taxpayer or supposed taxpayer is hereby directed and required to furnish upon written request by the Administrator, or his duly authorized agent or employee, the means, facilities and opportunity for making such examinations and investigations as are hereby authorized.  
(Ord. 2005-101. Passed 5-16-05.)

#### **880.41 AUTHORITY TO COMPEL PRODUCTIONS OF RECORDS.**

The Administrator is hereby authorized to order any person presumed to have knowledge of the facts to appear before him and may examine such person, under oath, concerning any income which was or should have been returned for taxation or any transaction tending to affect such income, and for this purpose may compel the production of books, papers, records and Federal income tax returns and the attendance of all persons before him whether as parties or witnesses, whenever he believes such persons have knowledge of such income or information pertinent to such inquiry.  
(Ord. 2005-101. Passed 5-16-05.)

#### **880.42 REFUSAL TO PRODUCE RECORDS.**

The refusal to produce books, papers, records and Federal income tax returns, or the refusal to submit to such examination by any employer or persons subject or presumed to be subject to the tax or by any officer, agent or employee of a person subject to the tax or required to withhold tax or the failure of any person to comply with the provisions of this chapter or with an order or subpoena of the Administrator authorized hereby shall be deemed a violation of this chapter, punishable as provided in Section 880.99.  
(Ord. 2005-101. Passed 5-16-05.)

#### **880.43 CONFIDENTIAL NATURE OF INFORMATION OBTAINED.**

Any information gained as a result of any returns, investigations, hearings or verifications required or authorized by this chapter shall be confidential except for official purposes or except in accordance with proper judicial order. No person shall divulge such information.  
(Ord. 2005-101. Passed 5-16-05.)

#### **880.44 TAXPAYER REQUIRED TO RETAIN RECORDS.**

Every taxpayer shall retain all records necessary to compute his tax liability for a period of five years from the date his return is filed or the withholding taxes are paid.  
(Ord. 2005-101. Passed 5-16-05.)

#### **880.45 AUTHORITY TO CONTRACT FOR CENTRAL COLLECTION FACILITIES.**

The City having already entered into an agreement for the establishment of a Regional

Council of Governments pursuant to Ordinance 1971-95, which Council has organized a municipal tax collection agency known as "Regional Income Tax Agency", the Board of Trustees of the Regional Income Tax Agency is hereby authorized to administer and enforce the provisions of this chapter as the agent of the City, and the duties and authority of the Administrator hereunder may be performed by the Board of Trustees of the Agency through the Administrator of the Agency. However, the Administrator of the Agency shall have no authority to abate penalties or interest provided for in Sections 880.23 and 880.24.

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

#### **880.46 BOARD OF REVIEW ESTABLISHED.**

A Board of Review, consisting of the Director of Finance of the City, the Law Director and a member of Council to be elected by that body, is hereby created. The Board shall select, each year for a one-year term, one of its members to serve as Chairman and one to serve as Secretary. A majority of the members of the Board shall constitute a quorum. The Board shall adopt its own procedural rules and shall keep a record of its transactions. Any hearing by the Board may be conducted privately and the provisions of Section 880.43 with reference to the confidential character of information required to be disclosed by this chapter shall apply to such matters as may be heard before the Board on appeal.

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

#### **880.47 DUTY OF BOARD TO APPROVE REGULATIONS AND HEAR APPEALS.**

All rules and regulations and amendments or changes thereto which are adopted by the Administrator under the authority conferred by this chapter must be approved by the Board of Review before the same become effective. The Board shall hear and pass on appeals from any ruling or decision of the Administrator, and, at the request of the taxpayer or Administrator, is empowered to substitute alternate methods of allocation. The Board shall maintain a record of its transactions, which are not public records under Ohio Revised Code Section 149.43. Hearings requested by a taxpayer before the Board are not meetings of a public body subject to section 121.22 of the Ohio Revised Code.

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

#### **880.48 RIGHT OF APPEAL.**

Whenever the Tax Administrator issues a decision regarding a municipal income tax obligation that is subject to appeal, the Tax Administrator shall notify the taxpayer in writing at the same time of the taxpayer's right to appeal the decision and of the manner in which the taxpayer may appeal the decision. Any person dissatisfied with any ruling or decision of the Administrator which is made under the authority conferred by this chapter and who has filed with the Administrator the required returns or other documents pertaining to the municipal income tax obligation at issue in the decision may appeal therefrom to the Board of Review within 30 days from the announcement of such ruling or decision by the Administrator, by filing a written request with the Board stating why the decision should be deemed incorrect or

unlawful. The Board shall schedule a hearing within 45 days after receiving the request, unless the taxpayer waives a hearing. If the taxpayer does not waive the hearing, the taxpayer may appear before the Board and may be represented by an attorney at law, certified public accountant, or other representative. The Board shall, on hearing, have jurisdiction to affirm, reverse or modify any such ruling or decision or any part thereof. The Board shall issue a final decision on the appeal within 90 days after the Board's final hearing on the appeal, and send a copy of its final decision by ordinary mail to all of the parties to the appeal within 15 days after issuing the decision. The taxpayer or Administrator may appeal the Board's decision as provided in section 5717.011 of the Ohio Revised Code.

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

#### **880.49 DECLARATION OF LEGISLATIVE INTENT.**

If any sentence, clause, section or part of this chapter or any tax against any individual or any of the several groups specified herein is found to be unconstitutional, illegal or invalid such unconstitutionality, illegality or invalidity shall affect only such clause, sentence, section or part of this chapter and shall not affect or impair any of the remaining provisions, sentences, clauses, sections or other parts of this chapter. It is hereby declared to be the intention of Council that this chapter would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part thereof not been included herein.

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

#### **880.50 COLLECTION OF TAX AFTER TERMINATION OF CHAPTER.**

(a) This chapter shall continue effective insofar as the levy of taxes is concerned until repealed, and insofar as the collection of taxes levied hereunder and actions and proceedings for collecting any tax so levied or enforcing any provisions of this chapter are concerned, it shall continue effective until all of such taxes levied in the aforesaid period are fully paid and any and all suits and prosecutions for the collection of such taxes or for the punishment of violations of this chapter shall have been fully terminated, subject to the limitations contained in Sections 880.27, 880.28, 880.29, 880.30, 880.31 and 880.99(b).

(b) Annual returns due for all or any part of the last effective year of this chapter shall be due on the date provided in Sections 880.11 and 880.17 as though the same were continuing.

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

#### **880.51 LIMITATION ON PROSECUTIONS.**

All prosecutions under this chapter must be commenced within the periods set forth in Ohio R.C. 718.06.

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

#### **880.52 REGISTRATION.**

(a) Each taxpayer subject to the provisions of this chapter shall register with the

Administrator within thirty days from the date that the taxpayer first receives taxable income. Such registration shall include such information as is required to comply with this Code and the regulations of the Administrator.

(b) Each business entity applying for a permit or license to perform work and/or services within the City shall first register with the Administrator and provide such information as is required to comply with this code and the regulations of the Administrator. No permit or license so applied for shall be issued until the Administrator has certified that the business entity is in compliance.

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

#### **880.53 AUTHORIZATION TO PROVIDE NOTICE.**

(a) The Administrator is authorized to provide notice, to the extent practicable, to each new residential property owner and occupant of the registration requirements of Section 880.52.

(b) Each owner of a multifamily dwelling or residential rental property shall provide the Administrator with the names and addresses of each adult tenant or lessee within fifteen days from the date of the tenant's or the lessee's occupancy of the owner's premises, in order to afford the Administrator the opportunity to provide notice of the requirements of this section.

(c) Failure of the Administrator to provide notice as authorized in this section shall not waive, remove or otherwise affect the obligation of each taxpayer under the provisions of Section 880.52.

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

#### **880.99 PENALTY.**

(a) Whoever violates or fails to comply with any of the provisions of this chapter, for which no penalty is otherwise provided, is guilty of a misdemeanor of the first degree and shall be fined not more than one thousand dollars (\$1,000) or imprisoned not more than six months, or both, for each offense. A separate offense shall be deemed committed each day during or on which a violation or noncompliance occurs or continues.

(b) Whoever violates Section 880.43 is guilty of a misdemeanor of the first degree for each offense. Each disclosure shall constitute a separate offense. In addition, any employee of the City who violates Section 880.43 shall be guilty of an offense punishable by immediate dismissal.

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

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