

## NEW LEGISLATION

June 11, 2018

<b>Temp. No.</b>	<b>Introduced</b>	<b>Committee</b>	<b>Description</b>
A-48	6/11/18	PZ	An ordinance authorizing and approving the Woodland Preserve Final Subdivision Plat and Improvement Plans for Parcel 35-06575, and declaring an emergency.
A-49	6/11/18	PZ	An ordinance accepting the Planning Commission approval, findings and conditions of the site plan for the City of Cuyahoga Falls Police Department indoor shooting range and police training facility at 3497 Wyoga Lake Road (Parcels 35-02402, 35-01823, 35-01824, 35-01822, 35-01821 and 35-01820), and declaring an emergency.
A-50	6/11/18	Fin	An ordinance authorizing the Director of Public Service to enter into a contract or contracts, according to law, for the demolition and removal of demolition debris from dangerous buildings located at 2464 23 <sup>rd</sup> Street and certifying the cost thereof to the County Fiscal Officer for collection in the manner provided by law, and declaring an emergency.
A-51	6/11/18	Fin	An ordinance providing for the issuance and sale of bonds in the maximum aggregate principal amount of \$11,170,000, for the purpose of paying the costs of (a) improving Front Street, Second Street, Oakwood Drive, Stow Avenue and Broad Boulevard between certain termini, including the improvement, construction and installation of sidewalks, bike lanes, curbs, pavement, signalization, street lighting, turn lanes, and all related improvements and appurtenances, (b) improving the City's storm and sanitary sewer systems by constructing and replacing storm and sanitary sewer lines, manholes, service connections and

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laterals on 18th Street between Ohio Avenue and Phelps Avenue, together with all necessary appurtenances thereto and (c) constructing, reconstructing, improving and rehabilitating the City's Green Parking Garage, Blue Parking Garage and Red Parking Garage by the construction, improvement and installation of concrete and masonry, the waterproofing of the existing structures, the construction of drainage upgrades, and the acquisition and installation of new elevators and the modernization of existing elevators, and all related improvements and appurtenances, and declaring an emergency.

A-52	6/11/18	Fin	An ordinance authorizing the Mayor to enter into a contract or contracts, without competitive bidding, with Out Of The Box Enterprises, LLC and MUI Construction for the acquisition and construction of a seasonal ice rink, and declaring an emergency.
A-53	6/11/18	PI	An ordinance authorizing the Director of Public Service to purchase certain interests in real property located on Parcel 02-19574, necessary for the improvement of Howe Avenue between Main Street and Buchholzer Boulevard, and declaring an emergency.
A-54	6/11/18	PA	A resolution of intent to appropriate certain property along Howe Avenue between Main Street and Buchholzer Boulevard, and declaring an emergency.
A-55	6/11/18	PA	An ordinance amending the Traffic Control File by providing for installation of various traffic control devices, and declaring an emergency.
A-56	6/11/18	CD	An ordinance authorizing the Mayor to execute the Summit County Intergovernmental Memorandum of Understanding for Job Creation and Retention and Tax Revenue Sharing, and declaring an emergency.

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## CALENDAR

June 11, 2018

The following legislation will be up for passage at the Council Meeting on June 11, 2018.

<b>Temp. No.</b>	<b>Introduced</b>	<b>Committee</b>	<b>Description</b>
A-47	5/29/18	PA	An ordinance authorizing the Mayor to enter into an agreement to allow Woodridge Local School District to access the City's rights of way and electric poles for the construction and maintenance of fiber optic cable, guy wires and other appurtenances, and declaring an emergency.

## PENDING LEGISLATION

June 11, 2018

<b>Temp. No.</b>	<b>Introduced</b>	<b>Committee</b>	<b>Description</b>
A-20	2/26/18	PI	An ordinance authorizing the Parks and Recreation Board to enter into a contract or contracts, according to law, to refinish the main pool surface at Water Works Family Aquatic Center, and declaring an emergency.
A-47	5/29/18	PA	An ordinance authorizing the Mayor to enter into an agreement to allow Woodridge Local School District to access the City's rights of way and electric poles for the construction and maintenance of fiber optic cable, guy wires and other appurtenances, and declaring an emergency.

4  
5 CITY OF CUYAHOGA FALLS, OHIO

6  
7 ORDINANCE NO. - 2018

8  
9 AN ORDINANCE AUTHORIZING AND APPROVING THE WOODLAND PRESERVE  
10 FINAL SUBDIVISION PLAT AND IMPROVEMENT PLANS FOR PARCEL 35-06575,  
11 AND DECLARING AN EMERGENCY.  
12  
13

14 WHEREAS, the Charter of the City of Cuyahoga Falls requires that all decisions made by the Planning  
15 Commission be submitted to Council; and

16  
17 WHEREAS, the Planning Commission is required to review and provide a recommendation for all  
18 Subdivision Plats/Improvement Plans in the City of Cuyahoga Falls, Ohio; and

19  
20 WHEREAS, on June 5, 2018, the Planning Commission approved the Woodland Preserve Final  
21 Subdivision Plat and Improvement Plans on Parcel 35-06575, within the City of Cuyahoga Falls, Ohio.  
22

23 NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Cuyahoga Falls, County of Summit,  
24 and State of Ohio, that:

25  
26 Section 1. The City Council approves the Woodland Preserve Final Subdivision Plat and Improvement  
27 Plans for Parcel 35-06575 in Cuyahoga Falls, Ohio, in accordance with all Cuyahoga Falls General  
28 Development Code regulations and as stipulated in the Codified Ordinances of the City of Cuyahoga Falls as  
29 approved by the Planning Commission on June 5, 2018 and as per all plans and stipulations contained in  
30 Project File FMP-18-00026.  
31

32 Section 2. Any other ordinances or resolutions or portions of ordinances and resolutions inconsistent  
33 herewith are hereby repealed, but any ordinances and resolutions not inconsistent herewith and which have  
34 not previously been repealed are hereby ratified and confirmed.  
35

36 Section 3. It is found and determined that all formal actions of this Council concerning and relating to  
37 the adoption of this ordinance were adopted in an open meeting of this Council, and that all deliberations of  
38 this Council and of any of its committees that resulted in such formal action, were in meetings open to the  
39 public, in compliance with all legal requirements, to the extent applicable, including Chapter 107 of the  
40 Codified Ordinances.  
41

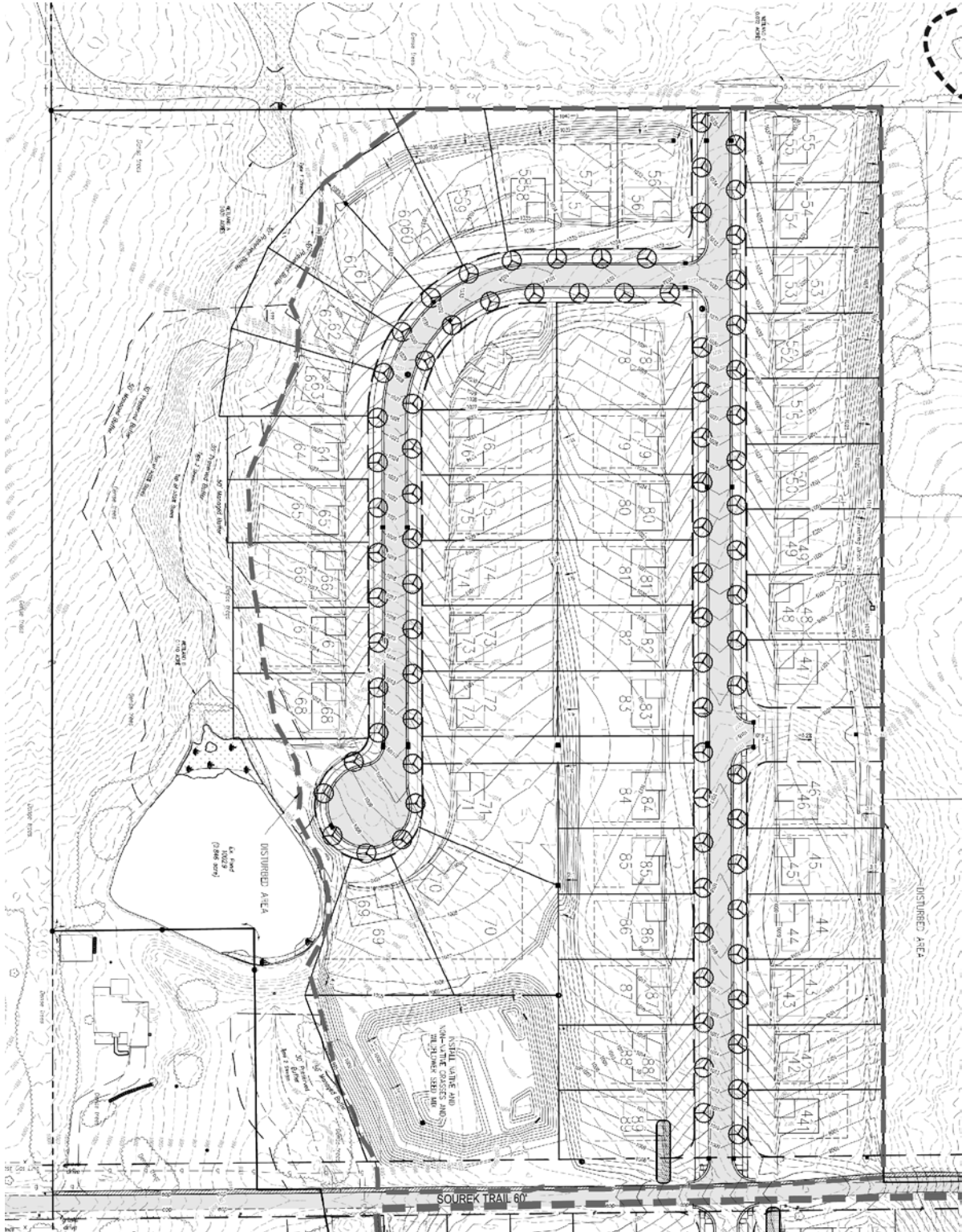
42 Section 4. This ordinance is hereby declared to be an emergency measure necessary for the preservation  
43 of the public peace, health, safety, convenience and welfare of the City of Cuyahoga Falls and the inhabitants  
44 thereof, for the reason that it is immediately necessary to permit timely and appropriate development of this  
45 property, and provided it receives the affirmative vote of two thirds of the members elected or appointed to  
46 Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor;  
47 otherwise it shall take effect and be in force at the earliest period allowed by law.  
48  
49

50 Passed: \_\_\_\_\_  
51 \_\_\_\_\_  
52 President of Council

53  
54 \_\_\_\_\_  
55 Clerk of Council

56  
57  
58 Approved: \_\_\_\_\_  
59 \_\_\_\_\_  
60 Mayor

60 6/11/18



4  
5 CITY OF CUYAHOGA FALLS, OHIO  
6  
7 ORDINANCE NO. - 2018  
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9  
10 AN ORDINANCE ACCEPTING THE PLANNING  
11 COMMISSION APPROVAL, FINDINGS AND  
12 CONDITIONS OF THE SITE PLAN FOR THE CITY OF  
13 CUYAHOGA FALLS POLICE DEPARTMENT INDOOR  
14 SHOOTING RANGE AND POLICE TRAINING  
15 FACILITY AT 3497 WYOGA LAKE ROAD (PARCELS  
16 35-02402, 35-01823, 35-01824, 35-01822, 35-01821  
17 AND 35-01820), AND DECLARING AN EMERGENCY.  
18

19  
20 WHEREAS, the Charter of the City of Cuyahoga Falls requires that all decisions made by the  
21 Planning Commission be submitted to Council; and  
22

23 WHEREAS, on June 5, 2018, the Planning Commission recommended approval of the site plan  
24 to construct a 9,500 square foot indoor shooting range and police training facility at 3497 Wyoga  
25 Lake Road (Parcels 35-02402, 35-01823, 35-01824, 35-01822, 35-01821 and 35-01820); and  
26

27 WHEREAS, the City of Cuyahoga Falls Police Department will operate the indoor shooting range  
28 on the same property as Fire Station 5, 3497 Wyoga Lake Road; and  
29

30 WHEREAS, such approval is given subject to conditions subsequent to be satisfied; and  
31

32 WHEREAS, such approval is necessary to determine that the site plan is satisfactory, serves  
33 the public interest, and is acceptable for recording.  
34

35 NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Cuyahoga Falls, County of  
36 Summit, and State of Ohio, that:  
37

38 Section 1. The City Council approves the site plan to construct a 9,500 square foot indoor  
39 shooting range and police training facility at 3497 Wyoga Lake Road (Parcels 35-02402, 35-01823,  
40 35-01824, 35-01822, 35-01821 and 35-01820), in accordance with Cuyahoga Falls General  
41 Development Code regulations as stipulated in the Codified Ordinances of the City of Cuyahoga  
42 Falls and as approved by the Planning Commission on June 5, 2018 and per the plans and final  
43 stipulations and contained in Project File MSP-18-00023.  
44

45 Section 2. Any other ordinances or resolutions or portions of ordinances and resolutions  
46 inconsistent herewith are hereby repealed, but any ordinances and resolutions not inconsistent  
47 herewith and which have not previously been repealed are hereby ratified and confirmed.  
48

49 Section 3. It is found and determined that all formal actions of this Council concerning and  
50 relating to the adoption of this ordinance were adopted in an open meeting of this Council, and  
51 that all deliberations of this Council and of any of its committees that resulted in such formal  
52 action, were in meetings open to the public, in compliance with all legal requirements, to the extent  
53 applicable, including Chapter 107 of the Codified Ordinances.  
54

55 Section 4. This ordinance is hereby declared to be an emergency measure necessary for the  
56 preservation of the public peace, health, safety, convenience and welfare of the City of Cuyahoga  
57 Falls and the inhabitants thereof, for the reason that it is immediately necessary to permit timely  
58 and appropriate development of this property, and provided it receives the affirmative vote of two  
59 thirds of the members elected or appointed to Council, it shall take effect and be in force

60 immediately upon its passage and approval by the Mayor; otherwise it shall take effect and be in  
61 force at the earliest period allowed by law.

62  
63  
64 Passed: \_\_\_\_\_  
65 \_\_\_\_\_  
66 President of Council

67  
68 \_\_\_\_\_  
69 Clerk of Council

70  
71  
72 Approved: \_\_\_\_\_  
73 \_\_\_\_\_  
74 Mayor

75 6/11/18  
O:\2018ords\MSP-18-00023 Shooting Range Plan.doc





3  
4 CITY OF CUYAHOGA FALLS, OHIO

5  
6 ORDINANCE NO. - 2018

7  
8 AN ORDINANCE AUTHORIZING THE DIRECTOR OF PUBLIC  
9 SERVICE TO ENTER INTO A CONTRACT OR CONTRACTS,  
10 ACCORDING TO LAW, FOR THE DEMOLITION AND REMOVAL OF  
11 DEMOLITION DEBRIS FROM DANGEROUS BUILDINGS LOCATED  
12 AT 2464 23<sup>RD</sup> STREET AND CERTIFYING THE COST THEREOF TO  
13 THE COUNTY FISCAL OFFICER FOR COLLECTION IN THE  
14 MANNER PROVIDED BY LAW, AND DECLARING AN EMERGENCY.

15  
16 WHEREAS, the Building Official has declared the buildings identified in Section 1 below to be  
17 dangerous buildings within the meaning of Chapter 1343 of the Summit County Codified  
18 Ordinances; and

19  
20 WHEREAS, the Building Official has provided notice to all owners and interested parties  
21 concerned with the buildings identified in Section 1 below, instructing such owners and interested  
22 parties as to the repairs required to make the building safe, ordering the owners to repair or  
23 demolish the buildings accordingly, and informing the owners and interested parties of their right  
24 of appeal under Section 1343.07 of said Chapter; and

25  
26 WHEREAS, no appeals of the Building Official’s orders have been received; and

27  
28 WHEREAS, no remediation of the conditions found by the Building Official have been  
29 attempted or accomplished by any of the owners or interested parties.

30  
31 NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Cuyahoga Falls, County of  
32 Summit and State of Ohio, that:

33  
34 Section 1. Council hereby finds and determines that the following described structures are  
35 insecure, unsafe, and structurally defective within the meaning of Ohio Revised Code §715.26, and  
36 dangerous buildings within the meaning of Section 1343.01 of the Summit County Codified  
37 Ordinances:

38  
39 2464 23<sup>rd</sup> Street (house and garage)

40  
41 Section 2. The Director of Public Service is authorized to enter into a contract or contracts,  
42 according to law, for the demolition of the dangerous buildings listed in Section 1 above, and  
43 removal of debris therefrom.

44  
45 Section 3. The Finance Director is authorized to make payment for same from the Capital  
46 Projects Fund, line item Capital Outlay.

47  
48 Section 4. In accordance with the Ohio Revised Code §715.26, the Finance Director is hereby  
49 directed to certify the costs of demolition and debris removal to the Clerk of Council who shall then  
50 certify the same to the Summit County Fiscal Officer for placement thereof on the tax duplicate  
51 together with interest and penalties provided by law.

52  
53 Section 5. Any other ordinances and resolutions or portions of ordinances and resolutions  
54 inconsistent herewith are hereby repealed, but any ordinances and resolutions or portions of

55 ordinances and resolutions not inconsistent herewith and which have not previously been repealed  
56 are hereby ratified and confirmed.

57  
58 Section 6. It is found and determined that all formal actions of this Council concerning and  
59 relating to the adoption of this ordinance were adopted in an open meeting of this Council and that  
60 all deliberations of this Council and of any of its committees that resulted in such formal action  
61 were in meetings open to the public, in compliance with all legal requirements including, to the  
62 extent applicable, including Chapter 107 of the Codified Ordinances.

63  
64 Section 7. This ordinance is hereby declared to be an emergency measure necessary for the  
65 preservation of the public peace, health, safety, convenience and welfare of the City of Cuyahoga  
66 Falls and the inhabitants thereof, and provided it receives the affirmative vote of two thirds of the  
67 members elected or appointed to Council, it shall take effect and be in force immediately upon its  
68 passage and approval by the Mayor; otherwise it shall take effect and be in force at the earliest  
69 period allowed by law.

70  
71  
72 Passed: \_\_\_\_\_  
73 \_\_\_\_\_  
74 President of Council

75  
76 \_\_\_\_\_  
77 Clerk of Council

78  
79  
80 Approved: \_\_\_\_\_  
81 \_\_\_\_\_  
82 Mayor

2  
3  
4 CITY OF CUYAHOGA FALLS, OHIO

5  
6 ORDINANCE NO. -2018

7  
8  
9 AN ORDINANCE PROVIDING FOR THE ISSUANCE AND  
10 SALE OF BONDS IN THE MAXIMUM AGGREGATE  
11 PRINCIPAL AMOUNT OF \$11,170,000, FOR THE  
12 PURPOSE OF PAYING THE COSTS OF (A) IMPROVING  
13 FRONT STREET, SECOND STREET, OAKWOOD DRIVE,  
14 STOW AVENUE AND BROAD BOULEVARD BETWEEN  
15 CERTAIN TERMINI, INCLUDING THE IMPROVEMENT,  
16 CONSTRUCTION AND INSTALLATION OF SIDEWALKS,  
17 BIKE LANES, CURBS, PAVEMENT, SIGNALIZATION,  
18 STREET LIGHTING, TURN LANES, AND ALL RELATED  
19 IMPROVEMENTS AND APPURTENANCES, (B) IMPROVING  
20 THE CITY’S STORM AND SANITARY SEWER SYSTEMS BY  
21 CONSTRUCTING AND REPLACING STORM AND  
22 SANITARY SEWER LINES, MANHOLES, SERVICE  
23 CONNECTIONS AND LATERALS ON 18TH STREET  
24 BETWEEN OHIO AVENUE AND PHELPS AVENUE,  
25 TOGETHER WITH ALL NECESSARY APPURTENANCES  
26 THERETO AND (C) CONSTRUCTING, RECONSTRUCTING,  
27 IMPROVING AND REHABILITATING THE CITY’S GREEN  
28 PARKING GARAGE, BLUE PARKING GARAGE AND RED  
29 PARKING GARAGE BY THE CONSTRUCTION,  
30 IMPROVEMENT AND INSTALLATION OF CONCRETE AND  
31 MASONRY, THE WATERPROOFING OF THE EXISTING  
32 STRUCTURES, THE CONSTRUCTION OF DRAINAGE  
33 UPGRADES, AND THE ACQUISITION AND INSTALLATION  
34 OF NEW ELEVATORS AND THE MODERNIZATION OF  
35 EXISTING ELEVATORS, AND ALL RELATED  
36 IMPROVEMENTS AND APPURTENANCES, AND  
37 DECLARING AN EMERGENCY.  
38  
39

40 WHEREAS, pursuant to Ordinance No. 47-2017 passed July 17, 2017, notes in  
41 anticipation of bonds in the aggregate principal amount of \$4,175,000, dated August 8,  
42 2017 (the “Streets Notes”), were issued, in part, for the purpose of paying the costs of  
43 improving Front Street, Second Street, Oakwood Drive, Stow Avenue and Broad  
44 Boulevard between certain termini, including the improvement, construction and  
45 installation of sidewalks, bike lanes, curbs, pavement, signalization, street lighting, turn  
46 lanes, and all related improvements and appurtenances (the “Streets Purpose”), to  
47 mature on August 8, 2018; and  
48

49 WHEREAS, pursuant to Ordinance No. 48-2017 passed July 17, 2017, notes in  
50 anticipation of bonds in the aggregate principal amount of \$500,000, dated August 8,  
51 2017 (the “Sewers Notes”), were issued for the purpose of paying the costs of improving  
52 the City’s storm and sanitary sewer systems by constructing and replacing storm and  
53 sanitary sewer lines, manholes, service connections and laterals on 18th Street between

54 Ohio Avenue and Phelps Avenue, together with all necessary appurtenances thereto (the  
55 “Sewers Purpose”), to mature on August 8, 2018; and

56  
57 WHEREAS, pursuant to Ordinance No. 49-2017 passed July 17, 2017, notes in  
58 anticipation of bonds in the aggregate principal amount of \$2,980,000, dated August 8,  
59 2017 (the “Parking Notes” and collectively with the Streets Notes and the Sewers Notes,  
60 the “Outstanding Notes”), were issued for the purpose of paying the costs of  
61 constructing, reconstructing, improving and rehabilitating the City’s Green Parking  
62 Garage, Blue Parking Garage and Red Parking Garage by the construction,  
63 improvement and installation of concrete and masonry, the waterproofing of the existing  
64 structures, the construction of drainage upgrades, and the acquisition and installation  
65 of new elevators and the modernization of existing elevators, and all related  
66 improvements and appurtenances (the “Parking Purpose” and collectively with the  
67 Streets Purpose and the Sewers Purpose, the “Purposes”), to mature on August 8, 2018;  
68 and

69  
70 WHEREAS, this Council finds and determines that the City should retire the  
71 Outstanding Notes with the proceeds of the Bonds described in Section 2 and other  
72 funds available to the City and provide an additional \$3,515,000 for the Purposes  
73 described in Section 2; and

74  
75 WHEREAS, this Council has requested that the Director of Finance, as fiscal officer  
76 of this City, certify the estimated life or period of usefulness of each component Purpose  
77 of the Improvement described in Section 2 and the maximum maturity of the Bonds  
78 described in Section 2; and

79  
80 WHEREAS, the Director of Finance has certified to this Council that the estimated  
81 life or period of usefulness of each component Purpose of the Improvement described in  
82 Section 2 is at least five (5) years and that the maximum maturity of the Bonds is (a) at  
83 least twenty (20) years with respect to the \$6,885,000 portion of the Bonds allocable to  
84 the Streets Purpose, (b) forty (40) years with respect to the \$505,000 portion of the  
85 Bonds allocable to the Sewers Purpose and (c) twenty (20) years with respect to the  
86 \$3,780,000 portion of the Bonds allocable to the Parking Purpose;

87  
88 NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Cuyahoga Falls,  
89 Summit County, Ohio, that:

90  
91 Section 1. Definitions and Interpretation. In addition to the words and terms  
92 elsewhere defined in this Ordinance, unless the context or use clearly indicates another  
93 or different meaning or intent:

94  
95 “Authorized Denominations” means the minimum denominations or any integral  
96 multiple in excess thereof as set forth in the Certificate of Award.

97  
98 “Bond Proceedings” means, collectively, this Ordinance, the Certificate of Award, the  
99 Purchase Agreement and such other proceedings of the City, including the Bonds, that  
100 provide collectively for, among other things, the rights of holders and beneficial owners  
101 of the Bonds, and to the extent it is determined necessary by the Director of Finance in  
102 the Certificate of Award, the Registrar Agreement.

103  
104 “Bond Register” means all books and records necessary for the registration,  
105 exchange and transfer of Bonds as provided in Section 5.

106  
107 “Bond Registrar” means the Director of Finance, the Original Purchaser or a bank or  
108 trust company authorized to do business in the State of Ohio, as designated by the

109 Director of Finance in the Certificate of Award pursuant to Section 4 as the initial  
110 authenticating agent, bond registrar, transfer agent and paying agent for the Bonds  
111 under the Certificate of Award or the Registrar Agreement, to the extent a Registrar  
112 Agreement is determined necessary by the Director of Finance in the Certificate of  
113 Award, and either until appointment of a successor Bond Registrar or a successor Bond  
114 Registrar shall have become such pursuant to the provisions of the Certificate of Award  
115 or the Registrar Agreement (if any) and, thereafter, "Bond Registrar" shall mean the  
116 successor Bond Registrar.

117  
118 "Bonds" means, collectively, the Serial Bonds and the Term Bonds, each as is  
119 designated as such in the Certificate of Award.

120  
121 "Book entry form" or "book entry system" means a form or system under which (a)  
122 the ownership of beneficial interests in the Bonds and the principal of and interest and  
123 any premium on the Bonds may be transferred only through a book entry, and (b)  
124 physical Bond certificates in fully registered form are issued by the City and payable  
125 only to a Depository or its nominee as registered owner, with the certificates deposited  
126 with and "immobilized" in the custody of the Depository or its designated agent for that  
127 purpose. The book entry maintained by others than the City is the record that  
128 identifies the owners of beneficial interests in the Bonds and that principal and interest.

129  
130 "Certificate of Award" means the certificate authorized by Section 6, to be executed  
131 by the Director of Finance, setting forth and determining those terms or other matters  
132 pertaining to the Bonds and their issuance, sale and delivery as this Ordinance requires  
133 or authorizes to be set forth or determined therein.

134  
135 "City" means the City of Cuyahoga Falls, Ohio.

136  
137 "Clerk of Council" means the Clerk of Council of the City or any person serving in  
138 an interim or acting capacity with respect to that office.

139  
140 "Closing Date" means the date of physical delivery of, and payment of the purchase  
141 price for, the Bonds.

142  
143 "Code" means the Internal Revenue Code of 1986, the Regulations (whether  
144 temporary or final) under that Code or the statutory predecessor of that Code, and any  
145 amendments of, or successor provisions to, the foregoing and any official rulings,  
146 announcements, notices, procedures and judicial determinations regarding any of the  
147 foregoing, all as and to the extent applicable. Unless otherwise indicated, reference to a  
148 Section of the Code includes any applicable successor section or provision and such  
149 applicable Regulations, rulings, announcements, notices, procedures and  
150 determinations pertinent to that Section.

151  
152 "Depository" means any securities depository that is a clearing agency registered  
153 pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934,  
154 operating and maintaining, with its Participants or otherwise, a book entry system to  
155 record ownership of beneficial interests in the Bonds or the principal of and interest  
156 and any premium on the Bonds, and to effect transfers of the Bonds, in book entry  
157 form, and includes and means initially The Depository Trust Company (a limited  
158 purpose trust company), New York, New York.

159  
160 "Director of Finance" means the Director of Finance of the City or any person  
161 serving in an interim or acting capacity with respect to that office.

162

163 “Director of Law” means the Director of Law of the City or any person serving in an  
164 interim or acting capacity with respect to that office.

165  
166 “Financing Costs” shall have the meaning given in Section 133.01 of the Ohio  
167 Revised Code.

168  
169 “Interest Payment Dates” means February 1 and August 1 of each year that the  
170 Bonds are outstanding, or any other dates specified in the Certificate of Award,  
171 commencing on the date specified in the Certificate of Award.

172  
173 “Mandatory Redemption Date” shall have the meaning set forth in Section 3(b).

174  
175 “Mandatory Sinking Fund Redemption Requirements” shall have the meaning set  
176 forth in Section 3(e)(i).

177  
178 “Mayor” means the Mayor of the City or any person serving in an interim or acting  
179 capacity with respect to that office.

180  
181 “Original Purchaser” means the purchaser of the Bonds specified in the Certificate  
182 of Award.

183  
184 “Participant” means any participant contracting with a Depository under a book  
185 entry system and includes securities brokers and dealers, banks and trust companies  
186 and clearing corporations.

187  
188 “Principal Payment Dates” means August 1, or such other date specified in the  
189 Certificate of Award, in each of the years from and including 2019 to and including  
190 2033; provided that for each component Purpose, the first Principal Payment Date may  
191 be deferred up to one year and the last Principal Payment Date may be deferred up to  
192 one year or advanced by such number of years as determined necessary by the Director  
193 of Finance, and provided further that in no case shall the final Principal Payment Date  
194 of any portion of the Bonds issued for any component Purpose exceed the maximum  
195 maturity limitation referred to in the preambles hereto for that component Purpose, all  
196 of which determinations shall be made by the Director of Finance in the Certificate of  
197 Award in such manner as to be in the best interest of and financially advantageous to  
198 the City.

199  
200 “Purchase Agreement” means the Bond Purchase Agreement between the City and  
201 the Original Purchaser, as it may be modified from the form on file with the Clerk of  
202 Council and executed by the Mayor and the Director of Finance, all in accordance with  
203 Section 6.

204  
205 “Registrar Agreement” means the Bond Registrar Agreement which to the extent  
206 it is determined necessary by the Director of Finance in the Certificate of Award, shall  
207 be between the City and the Bond Registrar, as it may be prepared, approved and  
208 executed by the Mayor and the Director of Finance, all in accordance with Section 4.

209  
210 “Regulations” means Treasury Regulations issued pursuant to the Code or to the  
211 statutory predecessor of the Code.

212  
213 “Serial Bonds” means those Bonds designated as such and maturing on the dates  
214 set forth in the Certificate of Award, bearing interest payable on each Interest Payment  
215 Date and not subject to mandatory sinking fund redemption.

216

217 “Term Bonds” means those Bonds designated as such and maturing on the date or  
218 dates set forth in the Certificate of Award, bearing interest payable on each Interest  
219 Payment Date and subject to mandatory sinking fund redemption.  
220

221 The captions and headings in this Ordinance are solely for convenience of reference  
222 and in no way define, limit or describe the scope or intent of any Sections, subsections,  
223 paragraphs, subparagraphs or clauses hereof. Reference to a Section means a section  
224 of this Ordinance unless otherwise indicated.  
225

226 Section 2. Authorized Principal Amount and Purpose; Application of Proceeds. This  
227 Council determines that it is necessary and in the best interest of the City to issue  
228 bonds of this City in the maximum aggregate principal amount of \$11,170,000 (the  
229 “Bonds”) for the purpose of paying the costs of (a) improving Front Street, Second  
230 Street, Oakwood Drive, Stow Avenue and Broad Boulevard between certain termini,  
231 including the improvement, construction and installation of sidewalks, bike lanes,  
232 curbs, pavement, signalization, street lighting, turn lanes, and all related improvements  
233 and appurtenances, (b) improving the City’s storm and sanitary sewer systems by  
234 constructing and replacing storm and sanitary sewer lines, manholes, service  
235 connections and laterals on 18th Street between Ohio Avenue and Phelps Avenue,  
236 together with all necessary appurtenances thereto and (c) constructing, reconstructing,  
237 improving and rehabilitating the City’s Green Parking Garage, Blue Parking Garage and  
238 Red Parking Garage by the construction, improvement and installation of concrete and  
239 masonry, the waterproofing of the existing structures, the construction of drainage  
240 upgrades, and the acquisition and installation of new elevators and the modernization  
241 of existing elevators, and all related improvements and appurtenances (collectively, the  
242 “Improvement”). The Bonds shall be issued pursuant to Chapter 133 of the Ohio  
243 Revised Code, the Charter of the City, this Ordinance and the Certificate of Award.  
244

245 The aggregate principal amount of Bonds to be issued shall not exceed the  
246 maximum aggregate principal amount specified in this Section 2 and shall be an  
247 amount determined by the Director of Finance in the Certificate of Award to be the  
248 aggregate principal amount of Bonds that is required to be issued at this time for the  
249 Purposes described in this Section 2, taking into account the costs of refunding the  
250 Outstanding Notes, providing additional money for the Purposes described in this  
251 Section 2, the estimates of the Financing Costs and the interest rates on the Bonds.  
252

253 The proceeds from the sale of the Bonds received by the City (or withheld by the  
254 Original Purchaser on behalf of the City) shall be paid into the proper fund or funds,  
255 and those proceeds are hereby appropriated and shall be used for the purpose for which  
256 the Bonds are being issued, including without limitation but only to the extent not paid  
257 by others, the payment of the costs of issuing and servicing the Bonds, printing and  
258 delivery of the Bonds, legal services including obtaining the approving legal opinion of  
259 bond counsel, fees and expenses of any municipal advisor, paying agent and rating  
260 agency, any fees or premiums relating to municipal bond insurance or other security  
261 arrangements determined necessary by the Director of Finance, and all other Financing  
262 Costs and costs incurred incidental to those purposes. The Certificate of Award and the  
263 Purchase Agreement may authorize the Original Purchaser to withhold certain proceeds  
264 from the purchase price of the Bonds to provide for the payment of Financing Costs  
265 related to the Bonds on behalf of the City. Any portion of those proceeds received by  
266 the City representing premium (after payment of any Financing Costs identified in the  
267 Certificate of Award and the Purchase Agreement) and any portion of those proceeds  
268 received by the City representing accrued interest shall be paid into the Bond  
269 Retirement Fund.  
270



271 Section 3. Denominations; Dating; Principal and Interest Payment and Redemption  
272 Provisions. The Bonds shall be issued in one lot and only as fully registered bonds, in  
273 Authorized Denominations, but in no case as to a particular maturity date exceeding  
274 the principal amount maturing on that date. The Bonds shall be dated as provided in  
275 the Certificate of Award, provided that their dated date shall not be more than sixty (60)  
276 days prior to the Closing Date. If requested by the Original Purchaser, the Director of  
277 Finance is hereby authorized to prepare one bond representing the aggregate principal  
278 amount of Bonds maturing on all of the Principal Payment Dates, all as set forth in the  
279 Certificate of Award.

280  
281 (a) Interest Rates and Payment Dates. The Bonds shall bear interest at the rate  
282 or rates per year and computed on the basis as shall be determined by the Director of  
283 Finance, subject to subsection (c) of this Section 3, in the Certificate of Award. Interest  
284 on the Bonds shall be payable at such rate or rates on the Interest Payment Dates until  
285 the principal amount has been paid or provided for. The Bonds shall bear interest from  
286 the most recent date to which interest has been paid or provided for or, if no interest  
287 has been paid or provided for, from their date.

288  
289 (b) Principal Payment Schedule. The Bonds shall mature or be payable pursuant  
290 to Mandatory Sinking Fund Redemption Requirements on the Principal Payment Dates  
291 in principal amounts as shall be determined by the Director of Finance, subject to  
292 subsection (c) of this Section 3, in the Certificate of Award, which determination shall  
293 be in the best interest of and financially advantageous to the City.

294  
295 Consistent with the foregoing and in accordance with the determination of the best  
296 interest of and financially advantageous to the City, the Director of Finance shall specify  
297 in the Certificate of Award (i) the aggregate principal amount of Bonds to be issued as  
298 Serial Bonds, the Principal Payment Date or Dates on which those Bonds shall be  
299 stated to mature and the principal amount thereof that shall be stated to mature on  
300 each such Principal Payment Date and (ii) the aggregate principal amount of Bonds to  
301 be issued as Term Bonds, the Principal Payment Date or Dates on which those Bonds  
302 shall be stated to mature, the principal amount thereof that shall be stated to mature  
303 on each such Principal Payment Date, the Principal Payment Date or Dates on which  
304 Term Bonds shall be subject to mandatory sinking fund redemption (each a "Mandatory  
305 Redemption Date") and the principal amount thereof that shall be payable pursuant to  
306 Mandatory Sinking Fund Redemption Requirements on each Mandatory Redemption  
307 Date.

308  
309 (c) Conditions for Establishment of Interest Rates and Principal Payment Dates  
310 and Amounts. The rate or rates of interest per year to be borne by the Bonds, and the  
311 principal amount of Bonds maturing or payable pursuant to Mandatory Sinking Fund  
312 Redemption Requirements on each Principal Payment Date, shall be such that the total  
313 principal and interest payments on the Bonds issued for each component Purpose in  
314 any fiscal year in which principal is payable is not more than three times the amount of  
315 those payments in any other fiscal year. The net interest cost for the Bonds determined  
316 by taking into account the respective principal amounts of the Bonds and terms to  
317 maturity or Mandatory Sinking Fund Redemption Requirements of those principal  
318 amounts of Bonds shall not exceed 6.00%.

319  
320 (d) Payment of Debt Charges. The debt charges on the Bonds shall be payable in  
321 lawful money of the United States of America without deduction for the services of the  
322 Bond Registrar as paying agent. Principal of and any premium on a Bond shall be paid  
323 on each Principal Payment Date and interest shall be paid on each Interest Payment  
324 Date by check or draft mailed to the person in whose name the Bond was registered,  
325 and to that person's address appearing, on the Bond Register at the close of business

326 on the 15th day preceding that Interest Payment Date; provided, however, that so long  
327 as the entire principal amount of the Bonds is represented by a single certificate,  
328 payment of principal and interest may be made by wire or check or draft mailed to the  
329 person in whose name the Bond was registered on the applicable date of payment, with  
330 presentation and surrender of said certificate to be made to the Bond Registrar after  
331 payment of principal and interest at final maturity. Notwithstanding the foregoing, if  
332 and so long as the Bonds are issued in a book entry system, principal of and interest  
333 and any premium on the Bonds shall be payable in the manner provided in any  
334 agreement entered into by the Director of Finance, in the name and on behalf of the  
335 City, in connection with the book entry system.

336  
337 (e) Redemption Provisions. The Bonds shall be subject to redemption prior to  
338 stated maturity as follows:

339  
340 (i) Mandatory Sinking Fund Redemption of Term Bonds. If any of the  
341 Bonds are issued as Term Bonds, the Term Bonds shall be subject to mandatory  
342 redemption in part by lot and be redeemed pursuant to mandatory sinking fund  
343 redemption requirements, at a redemption price of 100% of the principal amount  
344 redeemed, plus accrued interest to the redemption date, on the applicable  
345 Mandatory Redemption Dates and in the principal amounts payable on those Dates,  
346 for which provision is made in the Certificate of Award (such Dates and amounts  
347 being referred to as the “Mandatory Sinking Fund Redemption Requirements”).  
348

349 The aggregate of the moneys to be deposited with the Bond Registrar for  
350 payment of principal of and interest on any Term Bonds on each Mandatory  
351 Redemption Date shall include an amount sufficient to redeem on that Date the  
352 principal amount of Term Bonds payable on that Date pursuant to the Mandatory  
353 Sinking Fund Redemption Requirements (less the amount of any credit as  
354 hereinafter provided).  
355

356 The City shall have the option to deliver to the Bond Registrar for cancellation  
357 Term Bonds in any aggregate principal amount and to receive a credit against the  
358 then current or any subsequent Mandatory Sinking Fund Redemption Requirement  
359 (and corresponding mandatory redemption obligation) of the City, as specified by the  
360 Director of Finance, for Term Bonds stated to mature on the same Principal  
361 Payment Date and bearing interest at the same rate as the Term Bonds so delivered.  
362 That option shall be exercised by the City on or before the 45<sup>th</sup> day preceding any  
363 Mandatory Redemption Date with respect to which the City wishes to obtain a  
364 credit, by furnishing the Bond Registrar a certificate, signed by the Director of  
365 Finance, setting forth the extent of the credit to be applied with respect to the then  
366 current or any subsequent Mandatory Sinking Fund Redemption Requirement for  
367 Term Bonds stated to mature on the same Principal Payment Date and bearing  
368 interest at the same rate as the Term Bonds so delivered. If the certificate is not  
369 timely furnished to the Bond Registrar, the current Mandatory Sinking Fund  
370 Redemption Requirement (and corresponding mandatory redemption obligation)  
371 shall not be reduced. A credit against the then current or any subsequent  
372 Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory  
373 redemption obligation), as specified by the Director of Finance, also shall be received  
374 by the City for any Term Bonds which prior thereto have been redeemed (other than  
375 through the operation of the applicable Mandatory Sinking Fund Redemption  
376 Requirements) or purchased for cancellation and canceled by the Bond Registrar, to  
377 the extent not applied theretofore as a credit against any Mandatory Sinking Fund  
378 Redemption Requirement, for Term Bonds stated to mature on the same Principal  
379 Payment Date and bearing interest at the same rate as the Term Bonds so delivered,  
380 redeemed or purchased and canceled.

381  
382 Each Term Bond so delivered, or previously redeemed, or purchased and  
383 canceled, shall be credited by the Bond Registrar at 100% of the principal amount  
384 thereof against the then current or subsequent Mandatory Sinking Fund  
385 Redemption Requirements (and corresponding mandatory redemption obligations),  
386 as specified by the Director of Finance, for Term Bonds stated to mature on the  
387 same Principal Payment Date and bearing interest at the same rate as the Term  
388 Bonds so delivered, redeemed or purchased and canceled.

389  
390 (ii) Optional Redemption. The Bonds of the maturities and interest rates  
391 specified in the Certificate of Award (if any are so specified) shall be subject to  
392 optional redemption by and at the sole option of the City, in whole or in part in  
393 Authorized Denominations, on the dates and at the redemption prices (expressed as  
394 a percentage of the principal amount to be redeemed), plus accrued interest to the  
395 redemption date, to be determined by the Director of Finance in the Certificate of  
396 Award; provided that the redemption price for any optional redemption date shall  
397 not be greater than 103%.

398  
399 If optional redemption of Term Bonds at a redemption price exceeding 100% of  
400 the principal amount to be redeemed is to take place as of any Mandatory  
401 Redemption Date applicable to those Term Bonds, the Term Bonds, or portions  
402 thereof, to be redeemed optionally shall be selected by lot prior to the selection by  
403 lot of the Term Bonds of the same maturity (and interest rate within a maturity if  
404 applicable) to be redeemed on the same date by operation of the Mandatory Sinking  
405 Fund Redemption Requirements. Bonds to be redeemed pursuant to this paragraph  
406 shall be redeemed only upon written notice from the Director of Finance to the Bond  
407 Registrar, given upon the direction of the City by passage of an ordinance or  
408 adoption of a resolution. That notice shall specify the redemption date and the  
409 principal amount of each maturity (and interest rate within a maturity if applicable)  
410 of Bonds to be redeemed, and shall be given at least 45 days prior to the redemption  
411 date or such shorter period as shall be acceptable to the Bond Registrar.

412  
413 (iii) Partial Redemption. If fewer than all of the outstanding Bonds are called  
414 for optional redemption at one time and Bonds of more than one maturity (or  
415 interest rate within a maturity if applicable) are then outstanding, the Bonds that  
416 are called shall be Bonds of the maturity or maturities and interest rate or rates  
417 selected by the City. If fewer than all of the Bonds of a single maturity (or interest  
418 rate within a maturity if applicable) are to be redeemed, the selection of Bonds of  
419 that maturity (or interest rate within a maturity if applicable) to be redeemed, or  
420 portions thereof in Authorized Denominations, shall be made by the Bond Registrar  
421 by lot in a manner determined by the Bond Registrar. In the case of a partial  
422 redemption of Bonds by lot when Bonds of denominations greater than the  
423 Authorized Denominations are then outstanding, each Authorized Denomination  
424 unit of principal thereof shall be treated as if it were a separate Bond of the  
425 Authorized Denomination. If it is determined that one or more, but not all, of the  
426 Authorized Denomination units of principal amount represented by a Bond are to be  
427 called for redemption, then, upon notice of redemption of an Authorized  
428 Denomination unit or units, the registered owner of that Bond shall surrender the  
429 Bond to the Bond Registrar (A) for payment of the redemption price of the  
430 Authorized Denomination unit or units of principal amount called for redemption  
431 (including, without limitation, the interest accrued to the date fixed for redemption  
432 and any premium), and (B) for issuance, without charge to the registered owner, of a  
433 new Bond or Bonds of any Authorized Denomination or Denominations in an  
434 aggregate principal amount equal to the unmatured and unredeemed portion of,

435 and bearing interest at the same rate and maturing on the same date as, the Bond  
436 surrendered.

437  
438 (iv) Notice of Redemption. The notice of the call for redemption of Bonds  
439 shall identify (A) by designation, letters, numbers or other distinguishing marks, the  
440 Bonds or portions thereof to be redeemed, (B) the redemption price to be paid, (C)  
441 the date fixed for redemption, and (D) the place or places where the amounts due  
442 upon redemption are payable. The notice shall be given by the Bond Registrar on  
443 behalf of the City by mailing a copy of the redemption notice by first-class mail,  
444 postage prepaid, at least 30 days prior to the date fixed for redemption, to the  
445 registered owner of each Bond subject to redemption in whole or in part at the  
446 registered owner's address shown on the Bond Register maintained by the Bond  
447 Registrar at the close of business on the 15<sup>th</sup> day preceding that mailing. Failure to  
448 receive notice by mail or any defect in that notice regarding any Bond, however,  
449 shall not affect the validity of the proceedings for the redemption of any Bond.  
450

451 (v) Payment of Redeemed Bonds. In the event that notice of redemption  
452 shall have been given by the Bond Registrar to the registered owners as provided  
453 above, there shall be deposited with the Bond Registrar on or prior to the  
454 redemption date, moneys that, in addition to any other moneys available therefor  
455 and held by the Bond Registrar, will be sufficient to redeem at the redemption price  
456 thereof, plus accrued interest to the redemption date, all of the redeemable Bonds  
457 for which notice of redemption has been given. Notice having been mailed in the  
458 manner provided in the preceding paragraph hereof, the Bonds and portions thereof  
459 called for redemption shall become due and payable on the redemption date, and,  
460 subject to the provisions of Sections 3(d) and 5, upon presentation and surrender  
461 thereof at the place or places specified in that notice, shall be paid at the  
462 redemption price, plus accrued interest to the redemption date. If moneys for the  
463 redemption of all of the Bonds and portions thereof to be redeemed, together with  
464 accrued interest thereon to the redemption date, are held by the Bond Registrar on  
465 the redemption date, so as to be available therefor on that date and, if notice of  
466 redemption has been deposited in the mail as aforesaid, then from and after the  
467 redemption date those Bonds and portions thereof called for redemption shall cease  
468 to bear interest and no longer shall be considered to be outstanding. If those  
469 moneys shall not be so available on the redemption date, or that notice shall not  
470 have been deposited in the mail as aforesaid, those Bonds and portions thereof shall  
471 continue to bear interest, until they are paid, at the same rate as they would have  
472 borne had they not been called for redemption. All moneys held by the Bond  
473 Registrar for the redemption of particular Bonds shall be held in trust for the  
474 account of the registered owners thereof and shall be paid to them, respectively,  
475 upon presentation and surrender of those Bonds; provided that any interest earned  
476 on the moneys so held by the Bond Registrar shall be for the account of and paid to  
477 the City to the extent not required for the payment of the Bonds called for  
478 redemption.  
479

480 Section 4. Execution and Authentication of Bonds; Appointment of Bond Registrar.  
481 The Bonds shall be signed by the Mayor and the Director of Finance, in the name of the  
482 City and in their official capacities, provided that either or both of those signatures may  
483 be a facsimile. The Bonds shall be issued in the Authorized Denominations and  
484 numbers as requested by the Original Purchaser and approved by the Director of  
485 Finance, shall be numbered as determined by the Director of Finance in order to  
486 distinguish each Bond from any other Bond, and shall express upon their faces the  
487 purpose, in summary terms, for which they are issued and that they are issued  
488 pursuant to Chapter 133 of the Ohio Revised Code, the Charter of the City, this  
489 Ordinance and the Certificate of Award.

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The Director of Finance is hereby authorized to designate in the Certificate of Award the Director of Finance, the Original Purchaser or a bank or trust company authorized to do business in the State of Ohio to act as the initial Bond Registrar. To the extent it is determined necessary by the Director of Finance in the Certificate of Award, the Mayor and the Director of Finance shall sign and deliver, in the name and on behalf of the City, the Registrar Agreement between the City and the Bond Registrar, in a form as is approved by the Mayor and the Director of Finance. The Registrar Agreement is approved, together with any changes or amendments that are not inconsistent with this Ordinance and not substantially adverse to the City and that are approved by the Mayor and the Director of Finance on behalf of the City, all of which shall be conclusively evidenced by the signing of the Registrar Agreement or amendments thereto. The Director of Finance shall provide for the payment of the services rendered and for reimbursement of expenses incurred pursuant to the Registrar Agreement, except to the extent paid or reimbursed by the Original Purchaser in accordance with the Certificate of Award and, to the extent it is determined necessary by the Director of Finance in the Certificate of Award, the Purchase Agreement, from the proceeds of the Bonds to the extent available and then from other money lawfully available and appropriated or to be appropriated for that purpose.

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

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

(a) Bond Register. So long as any of the Bonds remain outstanding, the City will cause the Bond Registrar to maintain and keep the Bond Register at its designated office. Subject to the provisions of Section 3(d), the person in whose name a Bond is registered on the Bond Register shall be regarded as the absolute owner of that Bond for all purposes of the Bond Proceedings. Payment of or on account of the debt charges on any Bond shall be made only to or upon the order of that person; neither the City nor the Bond Registrar shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section 5. All such payments shall be valid and effectual to satisfy and discharge the City's liability upon the Bond, including interest, to the extent of the amount or amounts so paid.

(b) Transfer and Exchange. Any Bond may be exchanged for Bonds of any Authorized Denomination upon presentation and surrender at the designated office of the Bond Registrar, together with a request for exchange signed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Bond Registrar. A Bond may be transferred only on the Bond Register upon presentation and surrender of the Bond at the designated office of the Bond Registrar together with an assignment signed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Bond Registrar. Upon exchange or transfer the Bond Registrar shall complete, authenticate and deliver a new Bond or Bonds of any Authorized Denomination or Denominations requested by the owner equal in the aggregate to the

544 unmatured principal amount of the Bond surrendered and bearing interest at the same  
545 rate and maturing on the same date.

546  
547 If manual signatures on behalf of the City are required, the Bond Registrar shall  
548 undertake the exchange or transfer of Bonds only after the new Bonds are signed by the  
549 authorized officers of the City. In all cases of Bonds exchanged or transferred, the City  
550 shall sign and the Bond Registrar shall authenticate and deliver Bonds in accordance  
551 with the provisions of the Bond Proceedings. The exchange or transfer shall be without  
552 charge to the owner, except that the City and Bond Registrar may make a charge  
553 sufficient to reimburse them for any tax or other governmental charge required to be  
554 paid with respect to the exchange or transfer. The City or the Bond Registrar may  
555 require that those charges, if any, be paid before the procedure is begun for the  
556 exchange or transfer. All Bonds issued and authenticated upon any exchange or  
557 transfer shall be valid obligations of the City, evidencing the same debt, and entitled to  
558 the same security and benefit under the Bond Proceedings as the Bonds surrendered  
559 upon that exchange or transfer. Neither the City nor the Bond Registrar shall be  
560 required to make any exchange or transfer of (i) Bonds then subject to call for  
561 redemption between the 15<sup>th</sup> day preceding the mailing of notice of Bonds to be  
562 redeemed and the date of that mailing, or (ii) any Bond selected for redemption, in  
563 whole or in part.

564  
565 (c) Book Entry System. Notwithstanding any other provisions of this Ordinance,  
566 if the Director of Finance determines in the Certificate of Award that it is in the best  
567 interest of and financially advantageous to the City, the Bonds may be issued in book  
568 entry form in accordance with the following provisions of this Section 5.

569  
570 The Bonds may be issued to a Depository for use in a book entry system and, if and  
571 so long as a book entry system is utilized, (i) the Bonds may be issued in the form of a  
572 single, fully registered Bond representing each maturity and, if applicable, each interest  
573 rate within a maturity, and registered in the name of the Depository or its nominee, as  
574 registered owner, and immobilized in the custody of the Depository or its designated  
575 agent for that purpose, which may be the Bond Registrar; (ii) the beneficial interest  
576 owners of Bonds in book entry form shall not have any right to receive Bonds in the  
577 form of physical securities or certificates; (iii) ownership of beneficial interests in Bonds  
578 in book entry form shall be shown by book entry on the system maintained and  
579 operated by the Depository and its Participants, and transfers of the ownership of  
580 beneficial interests shall be made only by book entry by the Depository and its  
581 Participants; and (iv) the Bonds as such shall not be transferable or exchangeable,  
582 except for transfer to another Depository or to another nominee of a Depository, without  
583 further action by the City.

584  
585 If any Depository determines not to continue to act as a Depository for the Bonds for  
586 use in a book entry system, the Director of Finance may attempt to establish a  
587 securities depository/book entry relationship with another qualified Depository. If the  
588 Director of Finance does not or is unable to do so, the Director of Finance, after making  
589 provision for notification of the beneficial interest owners by the then Depository and  
590 any other arrangements deemed necessary, shall permit withdrawal of the Bonds from  
591 the Depository, and shall cause Bond certificates in registered form and Authorized  
592 Denominations to be authenticated by the Bond Registrar and delivered to the  
593 assignees of the Depository or its nominee, all at the cost and expense (including any  
594 costs of printing), if the event is not the result of City action or inaction, of those  
595 persons requesting such issuance.

596  
597 The Director of Finance is hereby authorized and directed, to the extent necessary  
598 or required, to enter into any agreements, in the name and on behalf of the City, that

599 the Director of Finance determines to be necessary in connection with a book entry  
600 system for the Bonds.

601  
602 Section 6. Sale of the Bonds to the Original Purchaser. The Director of Finance is  
603 authorized to sell the Bonds at private sale to the Original Purchaser at a purchase  
604 price, not less than 97% of the aggregate principal amount thereof, as shall be  
605 determined by the Director of Finance in the Certificate of Award, plus accrued interest  
606 (if any) on the Bonds from their date to the Closing Date, and shall be awarded by the  
607 Director of Finance with and upon such other terms as are required or authorized by  
608 this Ordinance to be specified in the Certificate of Award, in accordance with law, the  
609 provisions of this Ordinance and the Purchase Agreement. The Director of Finance is  
610 authorized, if it is determined to be in the best interest of the City, to combine the issue  
611 of Bonds with one or more other bond issues of the City into a consolidated bond issue  
612 pursuant to Section 133.30(B) of the Ohio Revised Code in which case a single  
613 Certificate of Award may be utilized for the consolidated bond issue if appropriate and  
614 consistent with the terms of this Ordinance.

615  
616 The Director of Finance shall sign and deliver the Certificate of Award and shall  
617 cause the Bonds to be prepared and signed and delivered, together with a true  
618 transcript of proceedings with reference to the issuance of the Bonds, to the Original  
619 Purchaser upon payment of the purchase price.

620  
621 The Mayor and the Director of Finance shall sign and deliver, in the name and on  
622 behalf of the City, the Purchase Agreement between the City and the Original  
623 Purchaser, in substantially the form as is now on file with the Clerk of Council,  
624 providing for the sale to, and the purchase by, the Original Purchaser of the Bonds.  
625 The Purchase Agreement is approved, together with any changes or amendments that  
626 are not inconsistent with this Ordinance and not substantially adverse to the City and  
627 that are approved by the Mayor and the Director of Finance on behalf of the City, all of  
628 which shall be conclusively evidenced by the signing of the Purchase Agreement or  
629 amendments thereto.

630  
631 The Mayor, the Director of Finance, the Director of Law, the Clerk of Council and  
632 other City officials, as appropriate, each are authorized and directed to sign any  
633 transcript certificates, financial statements and other documents and instruments and  
634 to take such actions as are necessary or appropriate to consummate the transactions  
635 contemplated by this Ordinance. The actions of the Mayor, the Director of Finance, the  
636 Director of Law, the Clerk of Council or other City officials, as appropriate, in doing any  
637 and all acts necessary in connection with the issuance and sale of the Bonds are hereby  
638 ratified and confirmed.

639  
640 Section 7. Provision for Tax Levy. There shall be levied on all the taxable property  
641 in the City, in addition to all other taxes, a direct tax annually during the period the  
642 Bonds are outstanding in an amount sufficient to pay the debt charges on the Bonds  
643 when due, which tax shall not be less than the interest and sinking fund tax required  
644 by Section 11 of Article XII of the Ohio Constitution. The tax shall be within the  
645 ten-mill limitation imposed by law, shall be and is ordered computed, certified, levied  
646 and extended upon the tax duplicate and collected by the same officers, in the same  
647 manner and at the same time that taxes for general purposes for each of those years are  
648 certified, levied, extended and collected, and shall be placed before and in preference to  
649 all other items and for the full amount thereof. The proceeds of the tax levy shall be  
650 placed in the Bond Retirement Fund, which is irrevocably pledged for the payment of  
651 the debt charges on the Bonds when and as the same fall due.

652

653 In each year to the extent net revenues from the City's storm sewer system are  
654 available for the payment of the debt charges on the Bonds issued for the Sewers  
655 Purpose and are appropriated for that component Purpose, the amount of the tax shall  
656 be reduced by the amount of such net revenues so available and appropriated.  
657

658 In each year to the extent net revenues from the City's sanitary sewer system are  
659 available for the payment of the debt charges on the Bonds issued for the Sewers  
660 Purpose and are appropriated for that component Purpose, the amount of the tax shall  
661 be reduced by the amount of such net revenues so available and appropriated.  
662

663 In each year to the extent receipts from the City's municipal income tax are  
664 available for the payment of the debt charges on the Bonds and are appropriated for  
665 that purpose, and to the extent not paid from net revenues of the City's storm sewer  
666 system or the City's sanitary sewer system, the amount of the tax shall be reduced by  
667 the amount of such receipts so available and appropriated in compliance with the  
668 following covenant. To the extent necessary, the debt charges on the Bonds shall be  
669 paid from municipal income taxes lawfully available therefor under the Constitution  
670 and the laws of the State of Ohio and the Charter of the City; and the City hereby  
671 covenants, subject and pursuant to such authority, including particularly Section  
672 133.05(B)(7) of the Ohio Revised Code, to appropriate annually from such municipal  
673 income taxes such amount as is necessary to meet such annual debt charges.  
674

675 Nothing in the three preceding paragraphs in any way diminishes the irrevocable  
676 pledge of the full faith and credit and general property taxing power of the City to the  
677 prompt payment of the debt charges on the Bonds.  
678

679 Section 8. Federal Tax Considerations. The City covenants that it will use, and will  
680 restrict the use and investment of, the proceeds of the Bonds in such manner and to  
681 such extent as may be necessary so that (a) the Bonds will not (i) constitute private  
682 activity bonds or arbitrage bonds under Sections 141 or 148 of the Code or (ii) be  
683 treated other than as bonds the interest on which is excluded from gross income under  
684 Section 103 of the Code, and (b) the interest on the Bonds will not be an item of tax  
685 preference under Section 57 of the Code.  
686

687 The City further covenants that (a) it will take or cause to be taken such actions  
688 that may be required of it for the interest on the Bonds to be and remain excluded from  
689 gross income for federal income tax purposes, (b) it will not take or authorize to be  
690 taken any actions that would adversely affect that exclusion, and (c) it, or persons  
691 acting for it, will, among other acts of compliance, (i) apply the proceeds of the Bonds to  
692 the governmental purpose of the borrowing, (ii) restrict the yield on investment  
693 property, (iii) make timely and adequate payments to the federal government, (iv)  
694 maintain books and records and make calculations and reports and (v) refrain from  
695 certain uses of those proceeds, and, as applicable, of property financed with such  
696 proceeds, all in such manner and to the extent necessary to assure such exclusion of  
697 that interest under the Code.  
698

699 The Director of Finance or any other officer of the City having responsibility for  
700 issuance of the Bonds is hereby authorized (a) to make or effect any election, selection,  
701 designation, choice, consent, approval, or waiver on behalf of the City with respect to  
702 the Bonds as the City is permitted to or required to make or give under the federal  
703 income tax laws, including, without limitation thereto, any of the elections available  
704 under Section 148 of the Code, for the purpose of assuring, enhancing or protecting  
705 favorable tax treatment or status of the Bonds or interest thereon or assisting  
706 compliance with requirements for that purpose, reducing the burden or expense of such



707 compliance, reducing the rebate amount or payments or penalties with respect to the  
708 Bonds, or making payments of special amounts in lieu of making computations to  
709 determine, or paying, excess earnings as rebate, or obviating those amounts or  
710 payments with respect to the Bonds, which action shall be in writing and signed by the  
711 officer, (b) to take any and all other actions, make or obtain calculations, make  
712 payments, and make or give reports, covenants and certifications of and on behalf of  
713 the City, as may be appropriate to assure the exclusion of interest from gross income  
714 and the intended tax status of the Bonds, and (c) to give one or more appropriate  
715 certificates of the City, for inclusion in the transcript of proceedings for the Bonds,  
716 setting forth the reasonable expectations of the City regarding the amount and use of all  
717 the proceeds of the Bonds, the facts, circumstances and estimates on which they are  
718 based, and other facts and circumstances relevant to the tax treatment of the interest  
719 on and the tax status of the Bonds. The Director of Finance or any other officer of the  
720 City having responsibility for issuance of the Bonds is specifically authorized to  
721 designate the Bonds as “qualified tax-exempt obligations” if such designation is  
722 applicable and desirable, and to make any related necessary representations and  
723 covenants.

724  
725 Each covenant made in this Section with respect to the Bonds is also made with  
726 respect to all issues any portion of the debt service on which is paid from proceeds of  
727 the Bonds (and, if different, the original issue and any refunding issues in a series of  
728 refundings), to the extent such compliance is necessary to assure exclusion of interest  
729 on the Bonds from gross income for federal income tax purposes, and the officers  
730 identified above are authorized to take actions with respect to those issues as they are  
731 authorized in this Section to take with respect to the Bonds.

732  
733 Section 9. Rating, Bond Insurance and Financing Costs.

734  
735 (a) Application for Rating or Bond Insurance. If, in the judgment of the Director  
736 of Finance, the filing of an application for (i) a rating on the Bonds by one or more  
737 nationally-recognized rating agencies, or (ii) a policy of insurance from a company or  
738 companies to better assure the payment of principal of and interest on the Bonds, is in  
739 the best interest of and financially advantageous to this City, the Director of Finance is  
740 authorized to prepare and submit those applications, to provide to each such agency or  
741 company such information as may be required for the purpose, and to provide further  
742 for the payment of the cost of obtaining each such rating or policy, except to the extent  
743 otherwise paid in accordance with the Purchase Agreement, from the proceeds of the  
744 Bonds to the extent available and otherwise from any other funds lawfully available and  
745 that are appropriated or shall be appropriated for that purpose. The Director of Finance  
746 is hereby authorized, to the extent necessary or required, to enter into any agreements,  
747 in the name of and on behalf of the City, that the Director of Finance determines to be  
748 necessary in connection with the obtaining of that bond insurance.

749  
750 (b) Financing Costs. The expenditure of the amounts necessary to pay any  
751 Financing Costs in connection with the Bonds, to the extent not paid by the Original  
752 Purchaser in accordance with the Certificate of Award and the Purchase Agreement, is  
753 authorized and approved, and the Director of Finance is authorized to provide for the  
754 payment of any such amounts and costs from the proceeds of the Bonds to the extent  
755 available and otherwise from any other funds lawfully available that are appropriated or  
756 shall be appropriated for that purpose.

757  
758 Section 10. Certification and Delivery of Ordinance and Certificate of Award. The  
759 Clerk of Council is directed to deliver a certified copy of this Ordinance and a copy of  
760 the Certificate of Award to the Fiscal Officer in Summit County, Ohio.

761

762        Section 11. Bond Counsel. The legal services of the law firm of Squire Patton Boggs  
763 (US) LLP are hereby retained. Those legal services shall be in the nature of legal advice  
764 and recommendations as to the documents and the proceedings in connection with the  
765 authorization, sale and issuance of the Bonds and rendering at delivery related legal  
766 opinions, all as set forth in the form of engagement letter from that firm which is now  
767 on file in the office of the Clerk of Council. In providing those legal services, as an  
768 independent contractor and in an attorney-client relationship, that firm shall not  
769 exercise any administrative discretion on behalf of this City in the formulation of public  
770 policy, expenditure of public funds, enforcement of laws, rules and regulations of the  
771 State, any county or municipal corporation or of this City, or the execution of public  
772 trusts. For those legal services that firm shall be paid just and reasonable  
773 compensation and shall be reimbursed for actual out-of-pocket expenses incurred in  
774 providing those legal services. The Director of Finance is authorized and directed to  
775 make appropriate certification as to the availability of funds for those fees and any  
776 reimbursement and to issue an appropriate order for their timely payment as written  
777 statements are submitted by that firm. The amounts necessary to pay those fees and  
778 any reimbursement are hereby appropriated from the proceeds of the Bonds, if  
779 available, and otherwise from available moneys in the General Fund.  
780

781        Section 12. Municipal Advisor. The services of H.J. Umbaugh & Associates,  
782 Certified Public Accountants, LLP, as municipal advisor, are hereby retained. The  
783 municipal advisory services shall be in the nature of financial advice and  
784 recommendations in connection with the issuance and sale of the Bonds. In rendering  
785 those municipal advisory services, as an independent contractor, that firm shall not  
786 exercise any administrative discretion on behalf of the City in the formulation of public  
787 policy, expenditure of public funds, enforcement of laws, rules and regulations of the  
788 State, the City or any other political subdivision, or the execution of public trusts. That  
789 firm shall be paid just and reasonable compensation for those municipal advisory  
790 services and shall be reimbursed for the actual out-of-pocket expenses it incurs in  
791 rendering those municipal advisory services. The Director of Finance is authorized and  
792 directed to make appropriate certification as to the availability of funds for those fees  
793 and any reimbursement and to issue an appropriate order for their timely payment as  
794 written statements are submitted by that firm. The amounts necessary to pay those  
795 fees and any reimbursement are hereby appropriated from the proceeds of the Bonds, if  
796 available, and otherwise from available moneys in the General Fund.  
797

798        Section 13. Satisfaction of Conditions for Bond Issuance. This Council determines  
799 that all acts and conditions necessary to be done or performed by the City or to have  
800 been met precedent to and in the issuing of the Bonds in order to make them legal,  
801 valid and binding general obligations of the City have been performed and have been  
802 met, or will at the time of delivery of the Bonds have been performed and have been  
803 met, in regular and due form as required by law; that the full faith and credit and  
804 general property taxing power (as described in Section 7) of the City are pledged for the  
805 timely payment of the debt charges on the Bonds; that no statutory or constitutional  
806 limitation of indebtedness or taxation will have been exceeded in the issuance of the  
807 Bonds; and that the Bonds are being authorized and issued pursuant to Chapter 133 of  
808 the Ohio Revised Code, the Charter of the City, this Ordinance, the Certificate of Award  
809 and other authorizing provisions of law.  
810

811        Section 14. Compliance with Open Meeting Requirements. This Council finds and  
812 determines that all formal actions of this Council and any of its committees concerning  
813 and relating to the passage of this Ordinance were taken in an open meeting of this  
814 Council or any of its committees, and that all deliberations of this Council and of any of  
815 its committees that resulted in those formal actions were in meetings open to the  
816 public, all in compliance with Chapter 107 of the City's Codified Ordinances.

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Section 15. Effective Date. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City, and for the further reason that this Ordinance is required to be immediately effective in order to issue and sell the Bonds, which is necessary to enable the City to timely retire the Outstanding Notes and thereby preserve its credit, to meet its obligations under contracts for construction of the Improvement and to coordinate the sale of the Bonds with other bonds of the City, and to provide for the health and welfare of the City residents; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

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

6/11/18  
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3  
4 CITY OF CUYAHOGA FALLS, OHIO

5  
6 ORDINANCE NO. - 2018

7  
8 AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO  
9 A CONTRACT OR CONTRACTS, WITHOUT COMPETITIVE  
10 BIDDING, WITH OUT OF THE BOX ENTERPRISES, LLC AND  
11 MUI CONSTRUCTION FOR THE ACQUISITION AND  
12 CONSTRUCTION OF A SEASONAL ICE RINK, AND  
13 DECLARING AN EMERGENCY.  
14

15  
16 WHEREAS, the City solicited quotes for the acquisition and construction of a seasonal  
17 ice rink to compliment other amenities in the newly revitalized Downtown Cuyahoga Falls;  
18 and

19  
20 WHEREAS, Out Of The Box Enterprises, Inc. provided the lowest and best quote to  
21 complete the project; and

22  
23 WHEREAS, a third party contractor, MUI Construction will complete a portion of the  
24 project involving the level base materials and initial construction of the base.

25  
26 NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Cuyahoga Falls,  
27 County of Summit and State of Ohio, that:

28  
29 Section 1. The Mayor is hereby authorized to enter into a contract or contracts,  
30 without competitive bidding, with Out Of The Box Enterprises, LLC and MUI Construction  
31 for the acquisition and construction of a seasonal ice rink.  
32

33  
34 Section 2. The Director of Finance is hereby authorized and directed to make payment  
35 for same from the Capital Projects Fund, line item Capital Outlay.

36  
37 Section 3. Any other ordinances and resolutions or portions of ordinances and  
38 resolutions inconsistent herewith are hereby repealed, but any ordinances and resolutions  
39 or portions of ordinances and resolutions not inconsistent herewith and which have not  
40 previously been repealed are hereby ratified and confirmed.

41  
42 Section 4. It is found and determined that all formal actions of this Council  
43 concerning and relating to the passage of this ordinance were taken in an open meeting of  
44 this Council and that all deliberations of this Council and of any committees that resulted  
45 in those formal actions were in meetings open to the public, in compliance with all legal  
46 requirements including Chapter 107 of the Codified Ordinances.

47  
48 Section 5. This ordinance is hereby declared to be an emergency measure necessary  
49 for the preservation of the public peace, health, safety, convenience and welfare of the City  
50 of Cuyahoga Falls and the inhabitants thereof, and provided it receives the affirmative vote  
of two-thirds of the members elected or appointed to Council, it shall take effect and be in

51 force immediately upon its passage and approval by the Mayor; otherwise it shall take  
52 effect and be in force at the earliest period allowed by law.

53  
54

55 Passed:\_\_\_\_\_

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

57  
58

59  
60

\_\_\_\_\_  
Clerk of Council

61  
62

63 Approved\_\_\_\_\_

\_\_\_\_\_  
Mayor

64  
65

6/11/18

66 O:\2018ords\Ice Rink Ordinance.doc

2  
3  
4 CITY OF CUYAHOGA FALLS, OHIO

5  
6 ORDINANCE NO. - 2018

7  
8 AN ORDINANCE AUTHORIZING THE DIRECTOR OF PUBLIC  
9 SERVICE TO PURCHASE CERTAIN INTERESTS IN REAL  
10 PROPERTY LOCATED ON PARCEL 02-19574, NECESSARY FOR  
11 THE IMPROVEMENT OF HOWE AVENUE BETWEEN MAIN STREET  
12 AND BUCHHOLZER BOULEVARD, AND DECLARING AN  
13 EMERGENCY.  
14

15 BE IT ORDAINED by the Council of the City of Cuyahoga Falls, County of Summit and State of  
16 Ohio, that:

17  
18 Section 1. The Director of Public Service is authorized to enter into a contract with DFG – Chapel  
19 Hill for the purchase of interests in real property located on Parcel 02-19574, necessary for the  
20 improvement of Howe Avenue between Main Street and Buchholzer Boulevard.  
21

22 Section 2. The Director of Finance is hereby authorized to make payment for the same out of  
23 the Capital Projects Fund, line item Capital Outlay.  
24

25 Section 3. Any other ordinances and resolutions or portions of ordinances and resolutions  
26 inconsistent herewith are hereby repealed, but any ordinances and resolutions or portions of  
27 ordinances and resolutions not inconsistent herewith and which have not previously been repealed  
28 are hereby ratified and confirmed.  
29

30 Section 4. It is found and determined that all formal actions of this Council concerning and  
31 relating to the adoption of this ordinance were adopted in an open meeting of this Council and that  
32 all deliberations of this Council and of any of its committees that resulted in such formal action were  
33 in meetings open to the public, in compliance with all legal requirements, to the extent applicable,  
34 including Chapter 107 of the Codified Ordinances.  
35

36 Section 5. This ordinance is hereby declared to be an emergency measure necessary for the  
37 preservation of the public peace, health, safety, convenience and welfare of the City of Cuyahoga Falls  
38 and the inhabitants thereof, and provided it received the affirmative vote of two-thirds of the  
39 members elected or appointed to Council, it shall take effect and be in force immediately upon its  
40 passage and approval by the Mayor; otherwise it shall take effect and be in force at the earliest period  
41 allowed by law.  
42

43  
44 Passed: \_\_\_\_\_  
45 \_\_\_\_\_  
46 President of Council

47  
48 \_\_\_\_\_  
49 Clerk of Council

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51  
52 Approved: \_\_\_\_\_  
53 \_\_\_\_\_  
54 Mayor

54 6/11/18

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3  
4 CITY OF CUYAHOGA FALLS, OHIO

5  
6 RESOLUTION NO. - 2018

7  
8  
9 A RESOLUTION OF INTENT TO APPROPRIATE CERTAIN PROPERTY  
10 ALONG HOWE AVENUE BETWEEN MAIN STREET AND BUCHHOLZER  
11 BOULEVARD, AND DECLARING AN EMERGENCY.  
12  
13

14 WHEREAS, the City wishes to repair, improve and widen Howe Avenue between Main Street and  
15 Buchholzer Boulevard, a road which shall be open to the public without charge, and;

16  
17 WHEREAS, this Council finds and determines that the acquisition of permanent standard highway  
18 easements and temporary construction easements is a proper public use associated with the improvement, as  
19 contemplated in Art. I, §19 of the Ohio Constitution.  
20

21 NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cuyahoga Falls, County of Summit  
22 and State of Ohio, that:  
23

24 Section 1. This Council considers it necessary and declares its intention to appropriate for public  
25 purposes, certain temporary and permanent interests in real property necessary for the improvement of Howe  
26 Avenue between Main Street and Buchholzer Boulevard, namely, the easements described in the Exhibits  
27 numbered A(7-SHV), A(7-T), A(8-SHV), A(8-T), A(15-SHV1), A(15-SHV2), A(15-T) and A(27-SHV).  
28

29 Section 2. The Mayor is hereby authorized to cause written notice of the adoption of this resolution to be  
30 given to the owners, persons in possession, or others having an interest of record in one or more of the  
31 properties described in the Exhibits hereto. The notice shall be served and returned according to law.  
32

33 Section 3. It is found and determined that all formal actions of this Council concerning and relating to  
34 the adoption of this resolution were adopted in an open meeting of this Council and that all deliberations of  
35 this Council and of any of its committees that resulted in such formal action were in meetings open to the  
36 public, in compliance with all legal requirements, to the extent applicable, including Chapter 107 of the  
37 Codified Ordinances.  
38

39 Section 4. This resolution is hereby declared to be an emergency measure necessary for the preservation  
40 of the public peace, health, safety, convenience and welfare of the City of Cuyahoga Falls and the inhabitants  
41 thereof, and provided it received the affirmative vote of two-thirds of the members elected or appointed to  
42 Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise  
43 it shall take effect and be in force at the earliest period allowed by law.  
44

45  
46 Passed: \_\_\_\_\_  
47 \_\_\_\_\_  
48 President of Council

49  
50 \_\_\_\_\_  
51 Clerk of Council

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53  
54 Approved: \_\_\_\_\_  
55 \_\_\_\_\_  
56 Mayor

**EXHIBIT A**

Page 1 of 2

RX 271 SHV

Rev. 06/09

Ver. Date 07/06/2016

PID 93819

**PARCEL 7-SHV  
SUM-HOWE AVENUE (C.R. 602)  
PERPETUAL EASEMENT FOR HIGHWAY PURPOSES  
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS  
IN THE NAME AND FOR THE USE OF THE  
CITY OF CUYAHOGA FALLS, SUMMIT COUNTY, OHIO**

An exclusive perpetual easement for public highway and road purposes, including, but not limited to any utility construction, relocation and/or utility maintenance work deemed appropriate by the City Of Cuyahoga Falls, Summit County, Ohio, its successors and assigns forever.

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Situated in the City of Cuyahoga Falls, County of Summit and State of Ohio and known as being a part of Original Tallmadge Township Tract 1 in Township 2 North, Range 10 West of the Connecticut Western Reserve, and also being part of the Cuyahoga Falls MarketCenter Outparcel 1 as recorded in Plat Cabinet N, Slides 333-353 of the Summit County records and is bounded and described as follows:

Being a parcel of land lying on the LEFT side of the centerline of survey made for the City of Cuyahoga Falls as shown by plat recorded in Volume \_\_\_, Page \_\_\_, of the Summit County Records and being located within the following described points in the boundary thereof:

Beginning in the centerline of Howe Avenue at its intersection with the centerline of Main Street, said point of beginning being Station 60+34.54 in said centerline survey and being located South 08° 48' 43" West, a distance of 1,405.53 feet from an iron pin in a monument box found marking Station 44+05.60 in said centerline of Main Street as shown by plans for SUM-C.R. 602-2.07, PID No. 78416 prepared by GPD Group for the State of Ohio in April, 2010;

Thence South 89° 04' 09" East, along said centerline of Howe Avenue, 771.18 feet to a point at Station 68+05.72;



**EXHIBIT A**

Page 2 of 2

RX 271 SHV

Rev. 06/09

Thence North 00° 55' 51" East, 45.00 feet to an iron pin set in the existing northerly right of way line of Howe Avenue at its intersection with the westerly line of land conveyed to HD Development of Maryland, Inc. by instrument recorded in Reception No. 54379289 of the Summit County Records, said point being 45.00 feet LEFT of Station 68+05.72 and further being the principal place of beginning;

Thence South 89° 04' 09" East, along said existing Northerly right of way line of Howe Avenue, 10.72 feet to an iron pin set 45.00 feet LEFT of Station 67+95.00;

Thence North 00° 55' 51" East, 14.00 feet to an iron pin set 59.00 feet LEFT of Station 67+95.00;

Thence South 89° 04' 09" East, 10.72 feet to an iron pin set in the above said westerly line of land of HD Development of Maryland, Inc., said point being 59.00 feet LEFT of Station 68+05.72;

Thence South 00° 55' 51" West, along said easterly line of land of HD Development of Maryland, Inc., 14.00 feet to the principal place of beginning and containing 0.003 acres (150 square feet) of land as surveyed and described in June 2016 by Timothy P. Hadden, Ohio Professional Survey No. 6786 of CT Consultants, Inc. Registered Engineers and Surveyors.

Prior instrument reference as of the date this survey was prepared: Reception No. 55152488 of the Summit County Records.

The above described area is part of Summit County Auditor's Parcel No. 02-19626.

Bearings contained herein are for project use only and are based on Ohio State Plane (North Zone) Coordinates, Horizontal Datum NAD83(2011).



**EXHIBIT A**

Page 1 of 2

RX 286 T

Rev. 06/09

Ver. Date 7/13/2017

PID 93819

**PARCEL 7-T  
SUM-HOWE AVENUE (C.R. 602)  
TEMPORARY EASEMENT FOR THE PURPOSE OF  
PERFORMING THE WORK NECESSARY TO  
GRADE  
FOR 12 MONTHS FROM DATE OF ENTRY BY THE  
STATE OF OHIO, DEPARTMENT OF TRANSPORTATION**

[Surveyor's description of the premises follows]

Situated in the City of Cuyahoga Falls, County of Summit and State of Ohio and known as being a part of Original Tallmadge Township Tract 1 in Township 2 North, Range 10 West of the Connecticut Western Reserve, and also being part of the Cuyahoga Falls MarketCenter Outparcel 1 as recorded in Plat Cabinet N, Slides 333-353 of the Summit County records and is bounded and described as follows:

Being a parcel of land lying on the LEFT side of the centerline of survey made for the City of Cuyahoga Falls as shown by plat recorded in Volume \_\_, Page \_\_, of the Summit County Records and being located within the following described points in the boundary thereof:

Beginning in the existing northerly right of way line of Howe Avenue at its intersection with the easterly line of land conveyed to RLM Saturn Chapel Hill, LLC, by instrument recorded in Reception Number 54431392 of the Summit County Records, said point being 45.00 feet LEFT of Station 65+81.60 in said centerline survey;

Thence North 00° 55' 51" East, along said easterly line of land of RLM Saturn Chapel Hill, LLC, 5.00 feet to a point 50.00 feet LEFT of Station 65+81.60;

Thence South 89° 04' 09" East, 213.40 feet to a point 50.00 feet LEFT of Station 67+95.00;

Thence South 00° 55' 51" West, 5.00 feet to a point in the above said existing northerly right of way line of Howe, Avenue, said point being 45.00 feet LEFT of Station 67+95.00;

Thence North 89° 04' 09" West, along said existing northerly right of way line of Howe Avenue, 213.40 feet to the place of beginning and containing 0.024 acres (1,067 square feet) of land as surveyed and described in June 2016 by Timothy P. Hadden, Ohio Professional Survey No. 6786 of CT Consultants, Inc. Registered Engineers and Surveyors.

**EXHIBIT A**

Page 2 of 2

RX 286 T

Rev. 06/09

Prior instrument reference as of the date this survey was prepared: Reception No. 55152488 of the Summit County Records.

The above described area is part of Summit County Auditor's Parcel No. 02-19626.

Bearings contained herein are for project use only and are based on Ohio State Plane (North Zone) Coordinates, Horizontal Datum NAD83(2011).



**EXHIBIT A**

RX 271 SHV

Page 1 of 2

Rev. 06/09

Ver. Date 07/06/2016

PID 93819

**PARCEL 8-SHV  
SUM-HOWE AVENUE (C.R. 602)  
PERPETUAL EASEMENT FOR HIGHWAY PURPOSES  
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS  
IN THE NAME AND FOR THE USE OF THE  
CITY OF CUYAHOGA FALLS, SUMMIT COUNTY, OHIO**

An exclusive perpetual easement for public highway and road purposes, including, but not limited to any utility construction, relocation and/or utility maintenance work deemed appropriate by the City Of Cuyahoga Falls, Summit County, Ohio, its successors and assigns forever.

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Situated in the City of Cuyahoga Falls, County of Summit and State of Ohio and known as being a part of Original Tallmadge Township Tract 1 in Township 2 North, Range 10 West of the Connecticut Western Reserve, and also known as being part of the Cuyahoga Falls MarketCenter Parcel 1, as recorded in Plat Cabinet N, Slides 333-353 of the Summit County records and is bounded and described as follows:

Being a parcel of land lying on the LEFT side of the centerline of survey made for the City of Cuyahoga Falls as shown by plat recorded in Volume \_\_\_\_, Page \_\_\_\_, of the Summit County Records and being located within the following described points in the boundary thereof:

Beginning in the centerline of Howe Avenue at its intersection with the centerline of Main Street, said point of beginning being Station 60+34.54 in said centerline survey and being located South 08° 48' 43" West, a distance of 1,405.53 feet from an iron pin in a monument box found marking Station 44+05.60 in said centerline of Main Street as shown by plans for SUM-C.R. 602-2.07, PID No. 78416 prepared by GPD Group for the State of Ohio in April, 2010;

Thence South 89° 04' 09" East, along said centerline of Howe Avenue, 771.18 feet to a point at Station 68+05.72;

EXHIBIT A

Page 2 of 2

RX 271 SHV

Rev. 06/09

Thence North 00° 55' 51" East, 45.00 feet to an iron pin set in the existing northerly right of way line of Howe Avenue at its intersection with the easterly line of land conveyed to LI Development Ohio, LLC, by instrument recorded in Reception No. 55152488 of the Summit County Records, said point being 45.00 feet LEFT of Station 68+05.72 and further being the principal place of beginning;

Thence North 00° 55' 51" East along said easterly line of land of LI Development Ohio, LLC, 14.00 feet to an iron pin set 59.00 feet LEFT of Station 68+05.72;

Thence South 89° 04' 09" East, 80.00 feet to an iron pin set in the westerly line of land conveyed to Cuyakin, LLC by instrument recorded in Reception No. 55830283 of the Summit County Records, said point being 59.00 feet LEFT of Station 68+85.72;

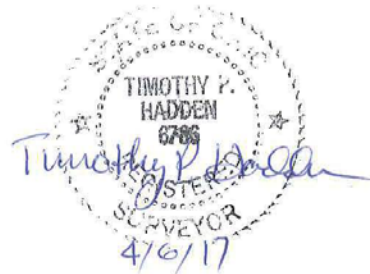
Thence South 00° 55' 51" West, along said westerly line of land of Cuyakin LLC, 14.00 feet to an iron pin set in the above said existing northerly right of way line of Howe Avenue, said point being 45.00 feet LEFT of Station 68+85.72;

Thence North 89° 04' 09" West, along said existing northerly right of way line of Howe Avenue, 80.00 feet to the principal place of beginning and containing 0.026 acres (1,120 square feet) of land as surveyed and described in June 2016 by Timothy P. Hadden, Ohio Professional Survey No. 6786 of CT Consultants, Inc. Registered Engineers and Surveyors.

Prior instrument reference as of the date this survey was prepared: Reception No. 54379289 of the Summit County Records.

The above described area is part of Summit County Auditor's Parcel No. 02-19624.

Bearings contained herein are for project use only and are based on Ohio State Plane (North Zone) Coordinates, Horizontal Datum NAD83(2011).





**EXHIBIT A**

RX 286 T

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Rev. 06/09

Ver. Date 6/27/2016

PID 93819

**PARCEL 8-T  
SUM-HOWE AVENUE (C.R. 602)  
TEMPORARY EASEMENT FOR THE PURPOSE OF  
PERFORMING THE WORK NECESSARY TO  
CONSTRUCT DRIVEWAY AND GRADE  
FOR 12 MONTHS FROM DATE OF ENTRY BY THE  
STATE OF OHIO, DEPARTMENT OF TRANSPORTATION**

[Surveyor's description of the premises follows]

Situated in the City of Cuyahoga Falls, County of Summit and State of Ohio and known as being a part of Original Tallmadge Township Tract 1 in Township 2 North, Range 10 West of the Connecticut Western Reserve, and also known as being part of the Cuyahoga Falls MarketCenter Parcel 1, as recorded in Plat Cabinet N, Slides 333-353 of the Summit County records and is bounded and described as follows:

Being a parcel of land lying on the LEFT side of the centerline of survey made for the City of Cuyahoga Falls as shown by plat recorded in Volume \_\_\_, Page \_\_\_, of the Summit County Records and being located within the following described points in the boundary thereof:

Beginning at an iron pin set in the existing northerly right of way line of Howe Avenue at its intersection with the easterly line of land conveyed to LI Development Ohio, LLC, by instrument recorded in Reception No. 55152488 of the Summit County Records, said point being 45.00 feet LEFT of Station 68+05.72;

Thence North 00° 55' 51" East, along said easterly line of land of LI Development Ohio, LLC, 14.00 feet to an iron pin set 59.00 feet LEFT of Station 68+05.72 and further being the principal place of beginning;

Thence North 00° 55' 51" East, continuing along said easterly line of land of LI Development Ohio, LLC, 6.00 feet to a point 65.00 feet LEFT of Station 68+05.72;

Thence South 89° 04' 09" East, continuing along said easterly line of land of LI Development Ohio, LLC, 5.00 feet to a point 65.00 feet LEFT of Station 68+10.72;

Thence North 00° 55' 51" East, continuing along said easterly line of land of LI Development Ohio, LLC, 95.00 feet to a point 160.00 feet LEFT of Station 68+10.72;

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Thence South 89° 04' 09" East, 70.00 feet to a point in the westerly line of land conveyed to Cuyakin, LLC by instrument recorded in Reception Number 55830283 of the Summit County Records, said point being 160.00 feet LEFT of Station 68+80.72;

Thence South 00° 55' 51" West, along said westerly line of land of Cuyakin, LLC, 95.00 feet to a point 65.00 feet LEFT of Station 68+80.72;

Thence South 89° 04' 09" East, continuing along said westerly line of land of Cuyakin, LLC, 5.00 feet to a point 65.00 feet LEFT of Station 68+85.72;

Thence South 00° 55' 51" West, continuing along said westerly line of land of Cuyakin, LLC, 6.00 feet to an iron pin set 59.00 feet LEFT of Station 68+85.72;

Thence North 89° 04' 09" West, 80.00 feet to the place of beginning and containing 0.164 acres (7,130 square feet) of land as surveyed and described in June 2016 by Timothy P. Hadden, Ohio Professional Survey No. 6786 of CT Consultants, Inc. Registered Engineers and Surveyors.

Prior instrument reference as of the date this survey was prepared: Reception No. 54379289 of the Summit County Records.

The above described area is part of Summit County Auditor's Parcel No. 02-19624.

Bearings contained herein are for project use only and are based on Ohio State Plane (North Zone) Coordinates, Horizontal Datum NAD83(2011).



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RX 271 SHV

Rev. 06/09

Ver. Date 3/31/2017

PID 93819

**PARCEL 15-SHV1  
SUM-HOWE AVENUE (C.R. 602)  
PERPETUAL EASEMENT FOR HIGHWAY PURPOSES  
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS  
IN THE NAME AND FOR THE USE OF THE  
CITY OF CUYAHOGA FALLS, SUMMIT COUNTY, OHIO**

An exclusive perpetual easement for public highway and road purposes, including, but not limited to any utility construction, relocation and/or utility maintenance work deemed appropriate by the City Of Cuyahoga Falls, Summit County, Ohio, its successors and assigns forever.

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

**[Surveyor's description of the premises follows]**

---

Situated in the City of Cuyahoga Falls, County of Summit and State of Ohio and known as being a part of Original Tallmadge Township Tract 1 in Township 2 North, Range 10 West of the Connecticut Western Reserve, and also known as being part of the Cuyahoga Falls MarketCenter Parcel No. 5, as recorded in Plat Cabinet N, Slides 333-353 of the Summit County records and is bounded and described as follows:

Being a parcel of land lying on the LEFT side of the centerline of survey made for the City of Cuyahoga Falls as shown by plat recorded in Volume \_\_\_, Page \_\_\_, of the Summit County Records and being located within the following described points in the boundary thereof:

Beginning in the centerline of Howe Avenue at its intersection with the centerline of Main Street, said point of beginning being Station 60+34.54 in said centerline survey and being located South 08° 48' 43" West, a distance of 1,405.53 feet from an iron pin in a monument box found marking Station 44+05.60 in said centerline of Main Street as shown by plans for SUM-C.R. 602-2.07, PID No. 78416 prepared by GPD Group for the State of Ohio in April, 2010;

Thence South 89° 04' 09" East, along said centerline of Howe Avenue, 1,884.05 feet to a point at Station 79+18.60;



Dayton Hudson Corporation

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Thence North 00° 55' 51" East, 45.00 feet to an iron pin set in the existing northerly right of way line of Howe Avenue at its intersection with easterly line of land conveyed to Commercial Net Lease Realty, Inc., by instrument recorded in Reception Number 54035572 of the Summit County Records, said point being 45.00 feet LEFT of Station 79+18.60 and further being the principal place of beginning;

Thence North 00° 02' 56" East, along said easterly line of land of Commercial net Lease Realty, Inc., 7.00 feet to an iron pin set 52.00 feet LEFT of Station 79+18.49;

Thence South 89° 04' 09" East, 46.51 feet to an iron pin set 52.00 feet LEFT of Station 79+65.00;

Thence South 00° 55' 51" West, 7.00 feet to an iron pin set in the above said existing northerly right of way line of Howe Avenue, said point being 45.00 feet LEFT of Station 79+65.00;

Thence North 89° 04' 09" West, along said existing northerly right of way line of Howe Avenue, 46.40 feet to the principal place of beginning and containing 0.007 acres (325 square feet) of land as surveyed and described in April 2017 by Timothy P. Hadden, Ohio Professional Survey No. 6786 of CT Consultants, Inc. Registered Engineers and Surveyors.

Prior instrument reference as of the date this survey was prepared: Original Volume 2362, Page 519 of the Summit County Records.

The above described area is part of Summit County Auditor's Parcel No. 02-19631.

Bearings contained herein are for project use only and are based on Ohio State Plane (North Zone) Coordinates, Horizontal Datum NAD83(2011).



Dayton Hudson Corporation

EXHIBIT A

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RX 271 SHV

Rev. 06/09

Ver. Date 4/03/2017

PID 93819

**PARCEL 15-SHV2  
SUM-HOWE AVENUE (C.R. 602)  
PERPETUAL EASEMENT FOR HIGHWAY PURPOSES  
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS  
IN THE NAME AND FOR THE USE OF THE  
CITY OF CUYAHOGA FALLS, SUMMIT COUNTY, OHIO**

An exclusive perpetual easement for public highway and road purposes, including, but not limited to any utility construction, relocation and/or utility maintenance work deemed appropriate by the City Of Cuyahoga Falls, Summit County, Ohio, its successors and assigns forever.

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Situated in the City of Cuyahoga Falls, County of Summit and State of Ohio and known as being a part of Original Tallmadge Township Tract 1 in Township 2 North, Range 10 West of the Connecticut Western Reserve, and also known as being part of the Cuyahoga Falls MarketCenter Parcel No. 5, as recorded in Plat Cabinet N, Slides 333-353 of the Summit County records and is bounded and described as follows:

Being a parcel of land lying on the LEFT side of the centerline of survey made for the City of Cuyahoga Falls as shown by plat recorded in Volume \_\_\_, Page \_\_\_, of the Summit County Records and being located within the following described points in the boundary thereof:

Beginning in the centerline of Howe Avenue at its intersection with the centerline of Main Street, said point of beginning being Station 60+34.54 in said centerline survey and being located South 08° 48' 43" West, a distance of 1,405.53 feet from an iron pin in a monument box found marking Station 44+05.60 in said centerline of Main Street as shown by plans for SUM-C.R. 602-2.07, PID No. 78416 prepared by GPD Group for the State of Ohio in April, 2010;

Thence South 89° 04' 09" East, along said centerline of Howe Avenue, 2,235.46 feet to a point at Station 82+70.00;

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Thence North  $00^{\circ} 55' 51''$  East, 45.00 feet to an iron pin set in the existing northerly right of way line of Howe Avenue, said point being 45.00 feet LEFT of Station 82+70.00 and further being the principal place of beginning;

Thence North  $47^{\circ} 44' 34''$  East, 48.00 feet to an iron pin set 77.85 feet LEFT of Station 83+05.00;

Thence South  $00^{\circ} 55' 51''$  West, 27.85 feet to an iron pin set 50.00 feet LEFT of Station 83+05.00;

Thence South  $89^{\circ} 04' 09''$  East, 50.00 feet to an iron pin set 50.00 feet LEFT of Station 83+55.00;

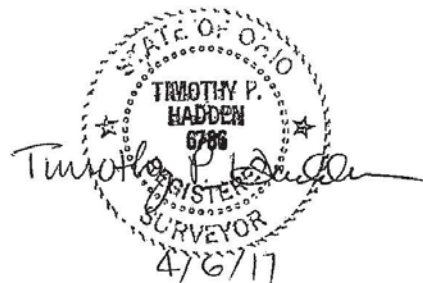
Thence South  $00^{\circ} 55' 51''$  West, 5.00 feet to an iron pin set in the above said existing northerly right of way line of Howe Avenue, said point being 45.00 feet LEFT of Station 83+55.00;

Thence North  $89^{\circ} 04' 09''$  West, along said existing northerly right of way line of Howe Avenue, 85.00 feet to the principal place of beginning and containing 0.019 acres (825 square feet) of land as surveyed and described in April 2017 by Timothy P. Hadden, Ohio Professional Survey No. 6786 of CT Consultants, Inc. Registered Engineers and Surveyors.

Prior instrument reference as of the date this survey was prepared: Original Volume 2362, Page 519 of the Summit County Records.

The above described area is part of Summit County Auditor's Parcel No. 02-19631.

Bearings contained herein are for project use only and are based on Ohio State Plane (North Zone) Coordinates, Horizontal Datum NAD83(2011).



Dayton Hudson Corporation

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RX 286 T

Rev. 06/09

Ver. Date 3/31/2017

PID 93819

**PARCEL 15-T  
SUM-HOWE AVENUE (C.R. 602)  
TEMPORARY EASEMENT FOR THE PURPOSE OF  
PERFORMING THE WORK NECESSARY TO  
CONSTRUCT DRIVE AND GRADE  
FOR 12 MONTHS FROM DATE OF ENTRY BY THE  
STATE OF OHIO, DEPARTMENT OF TRANSPORTATION**

[Surveyor's description of the premises follows]

Situated in the City of Cuyahoga Falls, County of Summit and State of Ohio and known as being a part of Original Tallmadge Township Tract 1 in Township 2 North, Range 10 West of the Connecticut Western Reserve, and also known as being part of the Cuyahoga Falls MarketCenter Parcel No. 5 as recorded in Plat Cabinet N, Slides 333-353 of the Summit County records and is bounded and described as follows:

Being a parcel of land lying on the LEFT side of the centerline of survey made for the City of Cuyahoga Falls as shown by plat recorded in Volume \_\_\_, Page \_\_\_, of the Summit County Records and being located within the following described points in the boundary thereof:

Beginning at a point in the existing northerly right of way line of Howe Avenue at its intersection with the easterly line of land conveyed to Commercial Net Lease Realty, Inc., by instrument recorded in Reception Number 54035572 of the Summit County Records, said point being 45.00 feet LEFT of Station 79+18.60 in said centerline survey;

Thence North 00° 02' 56" East, along said easterly line of land of Commercial Net Lease Realty, Inc., 7.00 feet to an iron pin set 52.00 feet LEFT of Station 79+18.49 and further being the principal place of beginning;

Thence North 00° 02' 56" East, continuing along said easterly line of land of Commercial Net Lease Realty, Inc., 83.01 feet to a point 135.00 feet LEFT of Station 79+17.21;

Thence South 89° 04' 09" East, 43.79 feet to a point 135.00 feet LEFT of Station 79+61.00;

Thence South 00° 55' 51" West, 80.00 feet to a point 55.00 feet LEFT of Station 79+61.00;

Thence South 72° 40' 46" East, 17.72 feet to a point 50.00 feet LEFT of Station 79+78.00;

Thence South 89° 04' 09" East, 294.00 feet to a point 50.00 feet LEFT of Station 82+72.00;



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Thence North 30° 30' 32" East, 42.54 feet to a point 87.00 feet LEFT of Station 82+93.00;

Thence North 00° 55' 51" East, 47.00 feet to a point 134.00 feet LEFT of Station 82+93.00;

Thence South 89° 04' 09" East, 53.00 feet to a point 134.00 feet LEFT of Station 83+46.00;

Thence South 00° 55' 51" West, 51.00 feet to a point 83.00 feet LEFT of Station 83+46.00;

Thence South 23° 58' 26" East, 30.87 feet to a point 55.00 feet LEFT of Station 83+59.00;

Thence South 89° 04' 09" East, 83.81 feet to a point in the westerly line of land conveyed to Akron Jupiter, LLC by instrument recorded in Reception Number 56085429 of the Summit County Records, said point being 55.00 feet LEFT of Station 84+42.81;

Thence South 00° 02' 09" West, along said westerly line of land of Akron Jupiter, LLC 10.00 feet to a point in the above said existing northerly right of way line of Howe Avenue, said point being 45.00 feet LEFT of Station 84+42.96;

Thence North 89° 04' 09" West, along said existing northerly right of way line of Howe Avenue, 87.96 feet to an iron pin set 45.00 feet LEFT of Station 83+55.00;

Thence North 00° 55' 51" East, 5.00 feet to an iron pin set 50.00 feet LEFT of Station 83+55.00;

Thence North 89° 04' 09" West, 50.00 feet to an iron pin set 50.00 feet LEFT of Station 83+05.00;

Thence North 00° 55' 51" East, 27.85 feet to an iron pin set 77.85 feet LEFT of Station 83+05.00;

Thence South 47° 44' 34" West, 48.00 feet to an iron pin set in the existing northerly right of way line of Howe Avenue, said point being 45.00 feet LEFT of Station 82+70.00;

Thence North 89° 04' 09" West, along said existing northerly right of way line of Howe Avenue, 305.00 feet to the principal place of beginning and containing 0.245 acres (10,687 square feet) of land as surveyed and described in April 2017 by Timothy P. Hadden, Ohio Professional Survey No. 6786 of CT Consultants, Inc. Registered Engineers and Surveyors.

Prior instrument reference as of the date this survey was prepared: Original Volume 2362, Page 519 of the Summit County Records.

Dayton Hudson Corporation

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The above described area is part of Summit County Auditor's Parcel No. 02-19631.

Bearings contained herein are for project use only and are based on Ohio State Plane (North Zone) Coordinates, Horizontal Datum NAD83(2011).



**EXHIBIT A**

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RX 271 SHV

Rev. 06/09

Ver. Date 07/06/2016

PID 93819

**PARCEL 27-SHV  
SUM-HOWE AVENUE (C.R. 602)  
PERPETUAL EASEMENT FOR HIGHWAY PURPOSES  
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS  
IN THE NAME AND FOR THE USE OF THE  
CITY OF CUYAHOGA FALLS, SUMMIT COUNTY, OHIO**

An exclusive perpetual easement for public highway and road purposes, including, but not limited to any utility construction, relocation and/or utility maintenance work deemed appropriate by the City Of Cuyahoga Falls, Summit County, Ohio, its successors and assigns forever.

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Situated in the City of Cuyahoga Falls, County of Summit and State of Ohio and known as being a part of Original Tallmadge Township Lot 3, Tract 5 in Township 2 North, Range 10 West of the Connecticut Western Reserve, and also known as being Parcel 1 in Sam's Club 4750 Subdivision as recorded in Reception Number 54560751 Pages 1-4 of the Summit County Records and is bounded and described as follows:

Being a parcel of land lying on the RIGHT side of the centerline of survey made for the City of Cuyahoga Falls as shown by plat recorded in Volume \_\_\_\_, Page \_\_\_\_, of the Summit County Records and being located within the following described points in the boundary thereof:

Beginning in the centerline of Howe Avenue at its intersection with the centerline of Buchholzer Boulevard, said point of beginning being Station 96+66.73 in said centerline survey;

Thence South 89° 04' 09" East, along said centerline of Howe Avenue, 25.00 feet to an angle point at Station 96+91.73;

Thence South 89° 23' 49" East, continuing along said centerline of Howe Avenue, 47.27 feet to a point at Station 97+39.00;

**EXHIBIT A**

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Thence South 00° 36' 11" West, 40.00 feet to an iron pin set in the existing northerly right of way line of Howe Avenue, said point being 40.00 feet RIGHT of Station 97+39.00 and further being the principal place of beginning;

Thence South 37° 40' 51" West, 37.60 feet to an iron pin set in the existing easterly right of way line of Buchholzer Boulevard, said point being 70.00 feet RIGHT of Station 97+16.33;

Thence North 00° 55' 51" East, along said existing easterly right of way line of Buchholzer Boulevard, 10.11 feet to an iron pin set 59.89 feet RIGHT of Station 97+16.39;

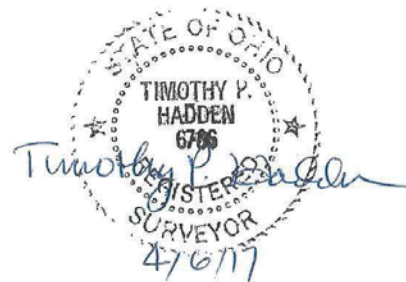
Thence northeasterly along said existing easterly right of way line of Buchholzer Boulevard on the arc of a curve deflecting to the RIGHT (said curve having a radius of 20.00 feet, an included angle of 89° 40' 20" and a chord which bears North 45° 46' 01" East and is 28.20 feet in length) a distance of 31.30 feet to an iron pin set in the above said existing southerly right of way line of Howe Avenue, said point being 40.00 feet RIGHT of Station 97+36.39;

Thence South 89° 23' 49" East, 2.61 feet to the principal place of beginning and containing 0.006 acres (253 square feet) of land as surveyed and described in June 2016 by Timothy P. Hadden, Ohio Professional Survey No. 6786 of CT Consultants, Inc. Registered Engineers and Surveyors.

Prior instrument reference as of the date this survey was prepared: Reception No. 54560915 of the Summit County Records.

The above described area is part of Summit County Auditor's Parcel No. 02-19838.

Bearings contained herein are for project use only and are based on Ohio State Plane (North Zone) Coordinates, Horizontal Datum NAD83(2011).





2 Presented by the Administration upon  
3 recommendation of the Traffic Committee

4  
5 CITY OF CUYAHOGA FALLS, OHIO

6  
7 ORDINANCE NO. - 2018

8  
9 AN ORDINANCE AMENDING THE TRAFFIC  
10 CONTROL FILE BY PROVIDING FOR INSTALLATION  
11 OF VARIOUS TRAFFIC CONTROL DEVICES, AND  
12 DECLARING AN EMERGENCY.

13  
14 WHEREAS, site-specific traffic control regulations of the City are established  
15 and maintained in the "Traffic Control File," a document established and  
16 maintained by the Chief of Police pursuant to Chapter 305 of the Codified  
17 Ordinances, and

18  
19 WHEREAS, Section 305.02 of said Chapter requires that amendments to the  
20 Traffic Control File be made only through legislation passed by City Council.

21  
22 NOW, THEREFORE, BE IT ORDAINED by the Council of the City of  
23 Cuyahoga Falls, County of Summit, and State of Ohio, that:

24  
25 Section 1. Upon the recommendation of the Traffic Committee, the Traffic  
26 Control File is hereby amended as follows:

- 27  
28 1. Prohibit parking on both sides of Seattle Street from Northmoreland  
29 Boulevard to Oneida Street.  
30 2. Remove the 15 minute parking restriction for two (2) parking spots on  
31 Front Street in front of the Watermark building.

32  
33 Section 2. The Chief of Police is hereby authorized and directed to note in  
34 the Traffic Control File the proper legends.

35  
36 Section 3. The Mayor is hereby authorized and directed to cause the  
37 installation or removal of the proper signage reflecting the above amendments.

38  
39 Section 4. Any other ordinances and resolutions or portions of ordinances  
40 and resolutions inconsistent herewith are hereby repealed but any ordinances  
41 and resolutions or portions of ordinances and resolutions not inconsistent  
42 herewith and which have not been previously repealed are hereby ratified and  
43 confirmed.

44  
45 Section 5. It is found and determined that all formal actions of this Council  
46 concerning and relating to the adoption of this ordinance were adopted in an  
47 open meeting of this Council and that all deliberations of this Council and of  
48 any of its committees that resulted in such formal action were in meetings open  
49 to the public, in compliance with all legal requirements including Chapter 107  
50 of the Codified Ordinances.

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Section 6. This ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety, convenience and welfare of the City of Cuyahoga Falls and the inhabitants thereof and provided it receives the affirmative vote of two-thirds of the members elected or appointed to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise it shall take effect and be in force at the earliest period allowed by law.

Passed: \_\_\_\_\_  
President of Council

\_\_\_\_\_  
Clerk of Council

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

6/11/18  
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2  
3 CITY OF CUYAHOGA FALLS, OHIO

4  
5 ORDINANCE NO. - 2018

6  
7 AN ORDINANCE AUTHORIZING THE MAYOR TO  
8 EXECUTE THE SUMMIT COUNTY  
9 INTERGOVERNMENTAL MEMORANDUM OF  
10 UNDERSTANDING FOR JOB CREATION AND  
11 RETENTION AND TAX REVENUE SHARING, AND  
12 DECLARING AN EMERGENCY.  
13

14 WHEREAS, job losses result in social and human costs which can be a significant burden  
15 to the area, the region and State; and  
16

17 WHEREAS, the City, the County of Summit ("County") and communities throughout  
18 Summit County recognize that it is imperative to cooperate and collaborate with each other for  
19 the economic benefit of the region and its resident-taxpayers in order to attract and retain  
20 businesses and jobs; and  
21

22 WHEREAS, there are many current and prospective employers who desire to remain or  
23 locate in Summit County; and  
24

25 WHEREAS, the City of Cuyahoga Falls, the County and communities throughout Summit  
26 County further recognize that cooperation is necessary for regional prosperity and  
27 enhancement of the local tax base and to compete successfully in global markets; and  
28

29 WHEREAS, the County, the City and communities throughout Summit County work with  
30 employers, prospective employers and individual communities within Summit County to  
31 provide tax and other incentives for purposes of retaining and locating prospective employers  
32 and facilities in communities within Summit County; and  
33

34 WHEREAS, the County and signatory communities do not desire to have any adverse  
35 impact on a business or company's decision to locate or relocate within Summit County, but  
36 merely wish to address the relationship of government bodies that may be affected by those  
37 independent business decisions; and  
38

39 WHEREAS, the City, the County and communities throughout Summit County entered  
40 into the Summit County Intergovernmental Memorandum of Understanding for Job Creation  
41 and Tax Revenue Sharing ("Agreement") beginning in 2010 for the purposes of discouraging  
42 business poaching between communities, providing for revenue sharing between signatory  
43 communities in the event certain businesses relocate, and to provide certain economic  
44 development grant scoring incentives to signatory communities; and  
45

46 WHEREAS, by the terms of the Agreement, all signatories to the Agreement are required  
47 to review the Agreement each year and to submit any proposed modifications to the Agreement  
48 to the legislative body of each participating community for approval; and  
49

50 WHEREAS, the Council, after reviewing all pertinent information, has determined that it  
51 is necessary and in the best interest of the City of Cuyahoga Falls to authorize the Mayor to  
52 execute the Summit County Intergovernmental Memorandum of Understanding for Job  
53 Creation and Tax Revenue Sharing, as amended, and to encourage communities throughout  
54 Summit County to execute the same.

55  
56 NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Cuyahoga Falls, County  
57 of Summit and State of Ohio, that:

58  
59 Section 1. The Mayor is hereby authorized to enter into the Summit County  
60 Intergovernmental Memorandum of Understanding for Job Creation and Retention and Tax  
61 Revenue Sharing (the "Agreement"), as amended, substantially in the form of the Agreement in  
62 Exhibit A.

63  
64 Section 2. Any other ordinances and resolutions or portions of ordinances and resolutions  
65 inconsistent herewith are hereby repealed but any ordinances and resolutions or portions of  
66 ordinances and resolutions not inconsistent herewith and which have not previously been  
67 repealed are hereby ratified and confirmed.

68  
69 Section 3. It is found and determined that all formal actions of this Council concerning  
70 and relating to the adoption of this ordinance were adopted in an open meeting of this Council  
71 and that all deliberations of this Council and of any of its committees that resulted in such  
72 formal action were in meetings open to the public, in compliance with all legal requirements  
73 including Chapter 107 of the Codified Ordinances.

74  
75 Section 4. This ordinance is hereby declared to be an emergency measure necessary for  
76 the preservation of the public peace, health, safety, convenience and welfare and for the reason  
77 that the Agreement must be executed by June 29, 2018 for the City to remain a party and to  
78 qualify for incentives, and provided it receives the affirmative vote of two-thirds of the members  
79 elected or appointed to Council, it shall take effect and be in force immediately upon its passage  
80 and approval by the Mayor; otherwise it shall take effect and be in force at the earliest period  
81 allowed by law.

82  
83  
84 Passed: \_\_\_\_\_  
85 \_\_\_\_\_  
86 President of Council  
87

88  
89 \_\_\_\_\_  
90 Clerk of Council  
91

92 Approved: \_\_\_\_\_  
93 \_\_\_\_\_  
94 Mayor

94 6/11/18  
95 O:\2018ords\2018-2019 Jobs Preservation Agreement Ord Final.docx

**SUMMIT COUNTY INTERGOVERNMENTAL MEMORANDUM  
OF UNDERSTANDING FOR JOB CREATION AND  
RETENTION AND TAX REVENUE SHARING**

**2018-2019 Version  
October 1, 2018 to June 30, 2019**

**WHEREAS**, the loss of jobs results in social and human costs which can be a significant burden to the area, the region and State, and

**WHEREAS**, the County of Summit and communities throughout the County recognize it is imperative to cooperate and collaborate with each other for the economic benefit of the region and its resident-taxpayers in order to attract and retain businesses and jobs; and

**WHEREAS**, there are many current and prospective employers who desire to remain or locate in the County of Summit; and

**WHEREAS**, the communities further recognize that cooperation is necessary for regional prosperity and enhancement of the local tax base and to successfully compete in global markets; and

**WHEREAS**, the County of Summit, hereinafter “County”, works with employers, prospective employers and individual communities within the County to provide tax and other incentives for purposes of retaining and locating prospective employers and facilities in communities within the County; and

**WHEREAS**, the communities further recognize that active attempts to relocate businesses from other local communities has a negative effect on economic development and growth in the region; and

**WHEREAS**, this Agreement is not intended to have any adverse impact on a business or company’s decision to locate or relocate within the County but merely addresses the relationship of government bodies that may be affected by those independent business decisions; and

**NOW THEREFORE**, the County and the communities who are signatories herein have reached an understanding concerning their joint and respective interests touching upon a mutual desire to retain and attract businesses and jobs. As a result, the parties agree as follows:

**SECTION 1.** The signatory communities agree to adhere to a Model Code of Conduct which is attached to this Agreement and made a part hereof as if fully re-written herein. Communities offering any economic incentive or other financial assistance, as defined herein, to

potential employers and/or businesses presently located within another signatory community may do so only as specified herein.

**SECTION 2(a)** As used in this Agreement:

(1) “economic incentive or other financial assistance” means a financial or “in kind” benefit offered by a community to an employer or business of such a nature that it would provide a reasonably operated employer or business with an incentive to relocate its business from one signatory community to the community offering the financial benefit. For purposes of illustration and without limiting the scope of the term, examples of “economic incentives or other financial assistance” include tax abatements, exemptions or credits; reduction or subsidization of utility services not comparably offered to other businesses; direct financing of business-related costs, facilities or expenses at below market rates or differing market terms. For purposes of illustration and without limiting the scope of the term, “Economic incentive” does not include financial benefits that are available to all employers or businesses throughout the community such as free or low-cost advertising on a community website, other government services offered or available to all employers or businesses, utility and tax rates which may be lower than the departed community but are available to all businesses; “sales pitches” which provide information concerning existing matters in the community (ie. the availability of properly zoned property, commercial properties available for lease or sale, existing infrastructure capacity, current or proposed tax rates, etc.).

(2) “departed community” means the signatory community from which the employer or business is moving.

(3) “destination community” means the signatory community to which the employer or business is moving.

(4) “communities affected by the relocation” means the “departed community” and the “destination community” collectively.

(5) “income tax revenue” means both (i) the revenue received by a community for municipal, JEDD or JEDZ income taxes on the compensation of the employees and officers of a business and (ii) the revenue received by a community for municipal, JEDD or JEDZ income taxes on the income, profits and/or earnings of the business.

(6) “aggregate income tax revenue” means the income tax revenue received by a community from all businesses in the community.

(7) “service sharing agreement” is a pre-existing agreement requiring a community to pay to another community a share of income tax received from a business in exchange for a service, utility or other consideration (i.e. an agreement providing for a sharing of income tax revenue in exchange for the extension of municipal water service to the area where the business locates).

**SECTION 2(b)** The relocation of an employer or business between signatory communities, shall trigger revenue sharing in either of the following events: (i) the employer or business which relocated created a significant revenue loss to the community from which the employer or business departed. A significant revenue loss to the departed community will arise if the departed employer or business had, based on an average of the last two full calendar years prior to a relocation, either a \$3.5 million dollar or larger annual payroll or constituted 5% or more of the aggregate income tax revenue of the departed community; or (ii) the employer or business which relocated was the beneficiary of any economic incentive(s) or other financial assistance from the community to which it relocated.

**SECTION 2(c)** As used in this Agreement, a “partial relocation” occurs when a business moves or transfers some of its employees and payroll from a departed community to a destination community but continues to maintain some business presence in the departed community.

If such a partial relocation occurred due to economic incentives or other financial assistance offered by the destination community, then revenue sharing shall be required as set forth in Section 4 of this Agreement.

If the partial relocation was not the result of economic incentives or other financial assistance offered by the destination community, revenue sharing will occur only if the partial relocation would support revenue sharing based on the criteria set forth in Section 4, Tier Two of this Agreement.

**SECTION 2(d)** As used in this Agreement, a “split relocation” occurs when a business moves or transfers some or all of its employees and payroll from a departed community to two or more destination communities and may or may not continue to maintain some business presence in the departed community.

If such split relocation occurred due to economic incentives or other financial assistance offered by any destination community, revenue sharing shall be required between the destination community which offered economic incentives or other financial assistance and the departed community as set forth in Section 4 of this Agreement.

If such split relocation was not the result of economic incentives or other financial assistance offered by a destination community, revenue sharing will occur only if the split relocation would support revenue sharing based on the criteria set forth in Section 4, Tier Two of this Agreement. In determining the threshold triggering criteria, as set forth in Section 4, Tier Two of this Agreement, the income tax revenue loss to, and the aggregate income tax revenue of, the departed community at the time of the split relocation shall constitute the base for determining whether all destination communities shall share revenue. In the event revenue sharing is required each destination community shall pay its proportional share for the time periods specified under this Agreement.

**SECTION 2(e)** “Satellite” or branch office occurs when a business expands to open an additional office or facility at another location. Satellite or branch office will be considered a separate business and not subject to revenue sharing under this Agreement providing the destination community did not offer economic incentives and the expansion does not involve a significant relocation of existing employer or business facilities or employees during the first year of its existence. For purposes of this Agreement, significant relocation will be considered twenty (20%) percent or greater based on the employer or businesses last annual payroll filed with the departed community.

**SECTION 3.** When a business or employer relocates from one signatory community to another, prior to invoking the hearing provisions of this Agreement, the communities affected by the relocation shall first attempt to agree between themselves on revenue sharing obligations. The signatory communities involved in the relocation may use the formulas and other criteria as set forth in this Agreement as guidance in their negotiations. In the event the communities affected by the relocation enter into an agreement to share revenue, that agreement will control the parties’ rights and obligations notwithstanding anything to the contrary contained herein and no other signatory community not affected by the relocation shall have standing to challenge the agreement entered into by the communities affected by the relocation.

In the event the communities affected by the relocation do not agree or cannot negotiate a resolution on any matter under this Agreement, a determination shall be made by the District Eight Public Works Integrating Committee of the Ohio Public Works Commission (hereinafter “Committee”) after a hearing. Any signatory community affected by the relocation of the business or employer may petition the Committee for a hearing by sending notice to all Committee members or their designees and a copy of the hearing request to the County Executive. The Summit County Director of Community and Economic Development shall set a meeting of the Committee within sixty (60) days of receipt of notice. No Committee member may participate in such a determination if his or her community is a party to the hearing. Each party affected by the relocation of the business or employer shall be afforded a reasonable opportunity to present evidence and arguments on behalf of the position of its community. Determinations by the Committee shall be by majority vote of those present subject to quorum and other applicable rules for the routine conduct of Committee business. The ultimate fact question for consideration by the Committee or arbitration panel is whether the triggering events for tax sharing have occurred and/or the amount of tax revenue to be shared.

Any community which disagrees with the determination of the Committee may, within sixty (60) days of the Committee determination, submit a demand in writing to present any matter(s) for determination to arbitration pursuant to Chapter 2711 of the Ohio Revised Code. The party requesting submission of the matter to Arbitration must set forth a demand in writing for arbitration to all other affected communities and the County Executive. All demands for arbitration must be sent by certified U.S. mail, return receipt requested, and must set forth the subject of the dispute with reasonable specificity and recite that the matter has been duly submitted to and a determination made by the Committee. The departed community shall select one arbitrator, the destination community or communities shall select one arbitrator and the County Executive shall select one arbitrator. Every arbitrator shall be an attorney duly licensed to the practice of law in



the State of Ohio. All arbitrations hearings shall be held in the County of Summit, Ohio at a mutually agreeable time and place and no later than ninety (90) days after notice to affected communities as provided for herein. Any award or decision of the arbitrators shall be reduced to writing and be binding upon the parties as provided for by Chapter 2711 of the Ohio Revised Code. Notwithstanding any award or determination made by an arbitration panel hereunder, each community shall bear its own arbitration costs and shall equally share any arbitration costs incurred by the County.

Under no circumstances may the Committee or any Arbitration Panel award a sum of money for revenue sharing greater than the amount and percentages contained in Section 4 of this Agreement.

**SECTION 4.** Should revenue sharing be deemed appropriate under this Agreement, the recommended approach would be a two tier model as more fully set forth below:

**Tier One.** Tier One covers business relocations that involve the relocation of a business which, based on an average of the last two full calendar years prior to a relocation, had an annual payroll of less than \$3.5 million and constituted less than five (5%) percent of the aggregate income tax revenue of the departed community. In the first year of a tier one relocation, the destination community will pay forty (40%) percent of the new income tax revenue received from that business by the destination community to the departed community, thirty (30%) percent in the second year and twenty (20%) percent in the third year.

**Tier Two.** Tier two covers business relocations that involve the relocation of a business which, based on an average of the last two full calendar years prior to a relocation, had an annual payroll of more than \$3.5 million or constituted more than five (5%) percent of the aggregate income tax revenues of the departed community. In the first year of a tier two relocation, the destination community will pay fifty (50%) percent of the new income tax revenue received from that business by the destination community to the departed community, forty (40%) percent in the second year, thirty (30%) percent in the third year, twenty (20%) percent in the fourth year and ten (10%) percent in the fifth year.

For purposes of determining the revenue sharing formula provided under this section, the “new income tax revenue received from that business by the destination community” shall be capped at and shall not exceed the amount of income tax revenue that was collected by the departed community for that business in the last full calendar year prior to relocation. Additionally, if any destination community has an income tax rate exceeding 2%, then that community is only obligated to share income tax revenue in an amount that would be received by that community if it had an income tax rate of 2%.

In the event a business relocation occurs, and the business relocates to an area of a destination community that is governed by a Service Sharing Agreement between the destination community and departed community, then the destination community shall share income tax revenue with the departed community to the extent set forth in this Section on the net income tax

revenue received by the destination community after the application of the Service Sharing Agreement to the income tax revenue received by the destination community.

In the event a business relocation occurs, and the business relocates to an area of a destination community that is governed by a Service Sharing Agreement with a community other than the departed community, then the destination community shall continue to share income tax revenue with the departed community to the extent set forth in this Section on the total/gross amount of income tax revenue received by the destination community without any reduction or set-off for the Service Sharing Agreement.

In the event any signatory communities engage in revenue sharing under this Agreement, for any reason, and the community which had a business depart and received revenue sharing is thereafter able to fill the vacancy at the real property where the business was located, in whole or in part, before the expiration of revenue sharing, then the previously agreed or awarded revenue sharing shall be subject to modification or elimination. Should income tax revenues from the business which filled the vacancy equal or exceed the income tax revenues of the business which departed, in the last full calendar year prior to its departure, revenue sharing shall cease at the time new income tax revenue equaled or exceeded the income tax revenue of the departed business. Should income tax revenues from the business which filled the vacancy be less than that of the departed business, in the last full calendar year prior to its departure, then such revenue sharing shall be subject to modification. Any continuing revenue sharing should be calculated upon the difference between income tax revenue generated by the departed business in the last full year prior to its departure and the lower income tax revenue generated by the business filling the vacancy which led to revenue sharing under this Agreement. The same procedures to make a claim for revenue sharing under this Agreement shall be used by a community that claims or requests an elimination or modification of previously agreed or awarded revenue sharing under this Section.

It is acknowledged by the signatory communities that the above formula(s) are general and illustrative and the communities affected by the relocation or involved in Service Sharing Agreements may deviate therefrom in any agreement entered into between them.

**SECTION 5.** The parties acknowledge that one or more signatory communities to this Memorandum may also be parties to a Joint Economic Development District (“JEDD”) or Joint Economic Development Zone (“JEDZ”) agreement. Except as modified or limited in this Section, in the event a business relocates to or from a JEDD or JEDZ area, the revenue sharing provisions set forth in Sections 3 and 4 shall apply, provided all of the following conditions are met:

- a. The departed community must either be a municipality or township that is a signatory to this Memorandum or a JEDD or JEDZ area to which all parties to the JEDD or JEDZ agreement are signatories to this Memorandum.
- b. The destination community must either be a municipality or township that is a signatory to this Memorandum or a JEDD or JEDZ area to which all parties to the JEDD or JEDZ agreement are signatories to this Memorandum.

c. The provisions for revenue sharing provided under this Section and Sections 3 and 4 shall apply only to income tax revenue collected under the JEDD or JEDZ agreement and shall not apply to any other revenue or services that are shared or provided under or subject to the JEDD or JEDZ agreement (ie sewer or water infrastructure).

If the JEDD or JEDZ area is the destination community, then the income tax revenue to be shared to the departed community shall be the actual income tax collected under the JEDD or JEDZ agreement, and each signatory to the JEDD or JEDZ agreement shall contribute to the shared revenue in the same proportion that they receive income tax revenue under the JEDD or JEDZ agreement, unless otherwise agreed in writing amongst the signatories of the JEDD or JEDZ agreement.

If the JEDD or JEDZ area is the departed community, then the income tax revenue to be shared back by the destination community shall be shared back to the signatories to the JEDD or JEDZ agreements in the same proportion that they receive income tax revenue under the JEDD or JEDZ agreement, unless otherwise agreed in writing amongst the signatories of the JEDD or JEDZ agreement.

For purposes of determining the triggering of revenue sharing under Section 2(b) hereof, revenue sharing shall be required when an employer or business that relocates is the beneficiary of any economic incentive(s) or financial assistance from **any** community that is signatory to a covered JEDD or JEDZ agreement. In such event, all parties to the JEDD or JEDZ agreement shall be obligated to share revenue as set forth herein.

For purposes of determining the 5% threshold for a significant revenue loss under Section 2(b), hereof, when a business relocates from a covered JEDD or JEDZ area to another signatory community, a significant revenue loss shall be deemed to occur, and revenue sharing shall be required hereunder, if the income tax revenue received from the departed businesses constitutes 5% or more of the aggregate income tax revenue of **any** signatory community to the JEDD or JEDZ agreement, inclusive of income tax revenue received through both JEDD/JEDZ areas and non-JEDD/JEDZ areas, and, in such event, revenue sharing shall be provided by the destination community back to all of the signatory communities of JEDD or JEDZ, in the manner prescribed herein.

If a business relocates from a signatory community to an area of a township that is not subject to a JEDD or JEDZ agreement, and that township is a signatory to this Memorandum, the Township shall have no obligation to share revenue or make other compensation to the departed community. Conversely, in the event a business relocates from an area of a township not subject to a JEDD or JEDZ agreement, and that township is a signatory to this Memorandum, the destination community shall have no obligation to share revenue with the township.

In the event a township is signatory to this Memorandum and is not a signatory to any JEDD or JEDZ agreement, that township shall not be subject to the revenue sharing provisions of

this Memorandum, either as a departed or destination community. However, that same township shall receive the 5% additional points on grant application(s) and be subject to deduction of points on grant applications as more fully set forth herein.

The inclusion of JEDDs and JEDZs in this Memorandum shall be effective July 1, 2012. Any relocations to or from a JEDD or JEDZ completed prior to July 1, 2012 shall not require revenue sharing or trigger the penalty or other provisions of this Memorandum.

**SECTION 6.** The parties understand and agree that from time to time a signatory community may offer an economic incentive or financial assistance to a relocating business that is calculated or based on the payroll of the relocating business and entails crediting or rebating a portion of the income taxes paid by that relocating business for a period of years (“income tax credit incentive”). In the event a signatory community provides an income tax credit incentive to a business that is relocating from another signatory community or applicable JEDD or JEDZ (as set forth in Section 8), that income tax credit incentive shall be calculated by and limited to crediting or rebating income tax payments only from newly created jobs associated with the relocating business and not any relocated jobs from the departed community. Any signatory community that provides an income tax credit incentive contrary to this Section shall be subject to Section 11 of this Agreement.

**SECTION 7.** Except as otherwise provided herein, this Agreement sets forth the exclusive rights of the communities concerning business relocations and tax revenue sharing between and among themselves and limits any and all claims for legal relief to the monetary remedies and grant fund inducements set forth herein. The parties waive any and all claims to injunctive or other equitable relief which could or might be asserted hereunder. It is further acknowledged that this Agreement is only between the communities and may not be used to prohibit, impede, delay or otherwise encumber any business/employer from moving or relocating. This Agreement may not be used to assert any claim or cause of action in law or equity against any business/employer arising from or due to any decision to relocate.

**SECTION 8.** When a business departs and relocates to another signatory community and the departed community believes it may be entitled to revenue sharing as set forth in Section 2(b) of this Agreement, the departed community shall provide the destination community with notice of a claim for tax sharing. Such notice shall be sent on or before ninety (90) days of the employer or business’s last payroll tax filing with the departed community. Notice must be sent by personal delivery or U.S. certified mail, return receipt requested and notice shall also be served upon the County. Failure to send the notice provided for herein shall constitute a waiver of any claim to tax sharing. In the event the departed community is a covered JEDD or JEDZ as set forth in Section 5, notice is achieved by all parties to the JEDD or JEDZ collectively noticing the destination community. In the event the destination community is a JEDD or JEDZ, notice is achieved by the departed community noticing all parties to the covered JEDD or JEDZ.

In the event that a signatory community (i) offers financial incentives to a businesses which is currently located in another signatory community, (ii) is aware of the identity of the business and (iii) is aware that the business is located in another signatory community, then that community shall notify the current community of the offering of the financial incentives in writing, as soon as

possible, but not later than three (3) business days of the satisfaction of all three conditions, above. In the event the incentive or financial assistance is being offered by a signatory community to induce a relocation of a business to a covered JEDD or JEDZ of which that offering community is also signatory, that offering community shall be obligated to provide the notice provided herein, and any other communities that are signatory to the JEDD or JEDZ that did not offer an incentive are not obligated to provide notice.

The community contacted by the business or offering a business financial incentive may provide information and may work with the prospective business.

It is understood by all signatory communities that the notice requirements set forth above reflect the intent to allow a community which may be negatively impacted by a business relocation between signatory communities to explore what action may be taken to retain the business in the community. A prospective community may nevertheless provide information since it is also recognized that if a business relocates it is preferable that the relocation be between signatory communities.

Any notice required when prospective business relocation is proposed or discussed shall include notice to the County of Summit as the facilitator of this Agreement. See Section 10.

The above notification provisions shall apply to business consolidations, which shall be treated as relocations.

**SECTION 9.** This Agreement is subject to the legislative approval of all participating communities including the County.

**SECTION 10.** The County of Summit shall act as facilitator of the provisions of this Agreement and shall: (1) assist the signatory communities in applying for and participating in any state or federal programs or other eligible grant fund programs which may be offered to communities for economic assistance; (2) assist in any dispute resolution offered under this Agreement including offering mediation to signatory communities; (iii) be noticed or sent copies of any notices required under this Agreement. The Director of Community and Economic Development of the County of Summit shall be designated as the person to receive any notice required under this Agreement.

In order to facilitate the provisions of this Agreement, each signatory shall, upon execution of the 2018-2019 Version of this Memorandum, notify the County, in writing, of the aggregate income tax revenue collected by that community in the previous two (2) calendar years. Thereafter, each signatory community shall notify the County, in writing, not later than March 1<sup>st</sup> of each year, of its aggregate income tax revenue for the preceding calendar year.

**SECTION 11.** The County, in addition to other duties set forth above, will offer signatory communities opportunities to score an additional five (5%) percent of total possible points on applications for SCIP/LTIP, Job Ready Sites, Industrial Site Improvement Funding, and other

application mechanisms that are administered or scored by the County, beginning with Fiscal Year (FY) 2010 projects, provided approval for the same has been granted or given by the necessary grantor agencies. This incentive structure has been approved by the Ohio Public Works Commission for SCIP/LTIP funding. In the event it is determined by an opinion of the Ohio Attorney General or by a Court of competent jurisdiction that the County is prohibited by law from providing the signatory communities with the opportunity to score an additional five (5%) percent of total points on grant applications, as set forth herein, then any signatory community may withdraw from this Agreement by sending notice of their withdrawal to the County and they need not comply with the notice requirements provided for in Section 12 of this Agreement.

If a signatory community has been determined by written stipulation or by the Committee after the hearing provided for under this Agreement or by an Arbitration panel under this Agreement to have caused a business or employer to relocate from another signatory community by offering economic incentive(s), then a penalty on the above development-grant programs shall apply. The signatory community determined by stipulation, the Committee or arbitration panel to have caused a business relocation shall receive a deduction of five (5%) percent of the total possible points on each application for the above cited programs which are administered and/or scored by the County. Said deduction shall last for a period of two (2) years from the final determination that a signatory community offered economic incentives to induce the employer or business to relocate from another signatory community. The deduction provided for herein shall not be levied against any signatory community which has entered into a tax sharing agreement with another signatory community in lieu of the hearing and other remedies provided for in Section 3 of this Agreement. The failure of any signatory community to comply with the dispute resolution process as set forth in Section 3 of this Agreement including compliance with any lawful decision of the Committee or any Arbitration Panel will subject the noncomplying community to the penalty deduction of total possible points on its grant applications for two (2) years from the time non-compliance began or until such time as the community comes into full compliance, whichever time period is shorter.

In the event a covered JEDD or JEDZ, as set forth in Section 5, is the destination community to which a business relocates, no penalty shall apply under this Section to any community that is signatory to that JEDD or JEDZ if that community has agreed to share revenue with the departed community, regardless of whether the other signatory communities that are also signatory to the JEDD or JEDZ fail or refuse to share revenue.

**SECTION 12.** All signatories to this Agreement agree to participate in a review of this Agreement once per year to consider any modifications, alterations or other changes which the signatories may find necessary or desirable. Any change or modification to this Agreement must be approved by the legislative body of each participating community. A community electing to withdraw from this Agreement shall provide at least one hundred eighty (180) days advanced notice, in writing, to the County prior to the effective date of any legislation authorizing such withdrawal except as provided for below. Any community which exercises its right to withdraw from this Agreement may not rejoin or otherwise become a signatory community to this Agreement for a minimum period of two (2) years after such a withdrawal.

Any existing signatory or member community may elect to withdraw from this Agreement without providing the one hundred eighty (180) day notice whenever a community's legislative body will not approve or accept a proposed modification to this Agreement made during the annual review as set forth above. In such event the community must pass a legislative resolution or ordinance affirmatively withdrawing from this Agreement due to proposed modifications. Such withdrawal will be effective immediately but will not alter, abrogate or otherwise modify any existing revenue sharing agreed upon or determined to be appropriate under this Agreement. Such withdrawal shall not alter any pending claim for revenue sharing which was initiated before a community withdrew from the Agreement. Should the proposed modification be subsequently eliminated or materially changed, such a community may rejoin the signatory communities to this Agreement with the two year waiting period being waived; otherwise the two year waiting period shall remain in effect. The decision to rejoin must be accomplished by legislative resolution or ordinance.

In the event an annual review is not conducted as contemplated above, this Agreement and its terms shall continue during the next year under those terms and conditions set forth in the most current version of this Agreement and the failure to conduct an annual review shall not cause this Agreement to terminate. Furthermore, the terms of this version of the Agreement shall remain in effect until the effective date of any subsequent version adopted by the signatory communities.

Each signatory community to this Memorandum has participated, and/or had the opportunity to participate, in the annual review during 2018. The parties agree that to remain parties to this Memorandum, and to qualify for the 5% additional points on the OPWC District 8 LTIP/SCIP applications, that their legislative authority must approve, and the appropriate authority must sign, the 2018-2019 Version of the Memorandum no later than September 29, 2018.

**SECTION 13.** This Agreement does not prohibit or otherwise limit the signatory communities from entering into Agreements between themselves concerning job creation, retention or revenue sharing. This Agreement does not abrogate or supersede any existing Agreement between signatory communities.

**SECTION 14.** Time is of the essence of this Agreement.

**IN WITNESS WHEREOF, WE HAVE SIGNED AS REPRESENTATIVES OF OUR RESPECTIVE ENTITIES ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.**

**Title or Jurisdiction**

**Signature**

\_\_\_\_\_  
**County of Summit**

\_\_\_\_\_  
**Ilene Shapiro, County Executive    Date**

**Name and Title**

**Date**

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**Name and Title**

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## **MODEL CODE OF CONDUCT OF SIGNATORY COMMUNITIES**

**1.** The signatory communities recognize that in a free marketplace employers and business can and will relocate. This Agreement concerns only jobs and businesses locating from one Summit County signatory community to another Summit County signatory community. Jobs and businesses relocating from outside of Summit County do not qualify for tax revenue sharing under this Agreement.

**2.** The signatory communities recognize that good faith efforts to fulfill their rights and obligations between themselves are essential to successful job creation/retention and revenue sharing. This includes the obligation to provide timely notice to fellow communities and the County as required under this Agreement, accurate disclosure of financial data, tax information and other matters and the prompt sharing of tax revenues which may be due pursuant to this Agreement.

**3.** The signatory communities agree to participate in good-faith negotiations to resolve disputes and cooperatively participate in dispute resolution mechanisms provided for under this Agreement which may be required from time to time.

**4.** When considering changes or modifications to this Agreement, due consideration will be given to the needs and welfare of all signatory communities.

**5.** The signatory communities will not attempt to circumvent their obligations imposed hereunder by means of subterfuge, the use of third party intermediaries or other methods.