

NEW LEGISLATION

September 14, 2015

Temp. No.	Introduced	Committee	Description
B-67	9/14/15	Fin	An ordinance authorizing the Director of Public Service to enter into a contract or contracts, for the construction of a concrete floor at the Street/Sanitation Department storage building, located at 2560 Bailey Road, and declaring an emergency.
B-68	9/14/15	Fin	An ordinance authorizing the Director of Public Service to enter into a contract or contracts, without competitive bidding, with Bell Equipment Company for the purchase of a front loader for use in the Sanitation Division, and declaring an emergency.
B-69	9/14/15	PI	An ordinance authorizing the Director of Public Service to enter into a contract or contracts, to extend sanitary sewer on Cochran Road, from Cavalier Trail to 1,300 ft. west of Cavalier Trail, and declaring an emergency.
B-70	9/14/15	PA	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.
B-71	9/14/15	PA	An ordinance amending Section 925.06 of the Codified Ordinances to adjust the surcharge, and declaring an emergency.
B-72	9/14/15	PA	An ordinance amending Chapter 945.10 of the Codified Ordinances, relating to lots and memorials for Veterans, and declaring an emergency.
B-73	9/14/15	PA	A resolution expressing support for and urging passage of Issue 12, the Cuyahoga Falls City School District levy, at the

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general election to be held on November 3, 2015, and declaring an emergency.

B-74	9/14/15	PA	A resolution expressing support for and urging passage of Issue 19, the Woodridge Local School District levy, at the general election to be held on November 3, 2015, and declaring an emergency.
B-75	9/14/15	CD	An ordinance approving an amendment to the Community Development Block Grant Annual Action Plan for Fiscal Year 2015, and declaring an emergency.
B-76	9/14/15	CD	An ordinance authorizing the Director of Community Development to enter into a Community Reinvestment Area Tax Exemption Agreement with North Falls Reserve – Buckeye Urban, LLC., and declaring an emergency.
B-77	9/14/15	CD	An ordinance authorizing the Director of Community Development to enter into a Community Reinvestment Area Tax Exemption Agreement with Buckeye Sports Center, Inc., and declaring an emergency.

CALENDAR

September 14, 2015

The following legislation will be up for passage at the Council Meeting on September 14, 2015.

Temp. No.	Introduced	Committee	Description
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No pending legislation.

PENDING LEGISLATION

September 14, 2015

Temp. No.	Introduced	Committee	Description
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No pending legislation.

2
3 CITY OF CUYAHOGA FALLS, OHIO

4
5 ORDINANCE NO. -2015

6
7 AN ORDINANCE AUTHORIZING THE DIRECTOR OF PUBLIC
8 SERVICE TO ENTER INTO A CONTRACT OR CONTRACTS,
9 FOR THE CONSTRUCTION OF A CONCRETE FLOOR AT
10 THE STREET/SANITATION DEPARTMENT STORAGE
11 BUILDING, LOCATED AT 2560 BAILEY ROAD, AND
12 DECLARING AN EMERGENCY.
13

14
15 BE IT ORDAINED by the Council of the City of Cuyahoga Falls, County of Summit and
16 State of Ohio, that:

17
18 Section 1. The Director of Public Service is hereby authorized to enter into a contract or
19 contracts, for the construction of a concrete floor at the Street/Sanitation Department
20 storage building, located at 2560 Bailey Road.
21

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

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

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

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

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43 Passed: _____

President of Council

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48 _____
Clerk of Council

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51 Approved: _____

Mayor

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54
55 9/14/15

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3
4 CITY OF CUYAHOGA FALLS, OHIO

5 ORDINANCE NO. - 2015

6
7
8 AN ORDINANCE AUTHORIZING THE DIRECTOR OF PUBLIC
9 SERVICE TO ENTER INTO A CONTRACT OR CONTRACTS, WITHOUT
10 COMPETITIVE BIDDING, WITH BELL EQUIPMENT COMPANY FOR
11 THE PURCHASE OF A FRONT LOADER FOR USE IN THE
12 SANITATION DIVISION, AND DECLARING AN EMERGENCY.

13
14 BE IT ORDAINED by the Council of the City of Cuyahoga Falls, County of Summit and State
15 of Ohio, that:

16
17 Section 1. The Director of Public Service is hereby authorized to enter into a contract or
18 contracts, without competitive bidding, with Bell Equipment Company, on the basis of its
19 proposal dated July 7, 2015, for the purchase of a front loader for use in the Sanitation Division.
20

21 Section 2. The Director of Finance is hereby authorized and directed to make payment for
22 same from the Sanitation Fund, line item Capital Outlay and to increase appropriations in the
23 Sanitation fund, line item Capital Outlay by \$306,300.
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
28 repealed 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
32 that all deliberations of this Council and of any of its committees that resulted in such formal
33 action were in meetings open to the public, in compliance with all legal requirements including
34 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
38 Falls and the inhabitants thereof, and provided it receives 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
41 period allowed by law.
42
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44 Passed: _____
45 _____
46 President of Council

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48 _____
49 Clerk of Council

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52 Approved: _____
53 _____
54 Mayor

55 9/14/15

2
3 CITY OF CUYAHOGA FALLS, OHIO

4
5 ORDINANCE NO. - 2015

6
7 AN ORDINANCE AUTHORIZING THE DIRECTOR OF
8 PUBLIC SERVICE TO ENTER INTO A CONTRACT OR
9 CONTRACTS, TO EXTEND SANITARY SEWER ON
10 COCHRAN ROAD, FROM CAVALIER TRAIL TO 1,300 FT.
11 WEST OF CAVALIER TRAIL, AND DECLARING AN
12 EMERGENCY.
13

14 WHEREAS, several property owners have requested sanitary sewer be extended on Cochran Road; and

15
16 WHEREAS, the extension of sanitary sewer will benefit property owners on Cochran Road and the City as
17 a whole;

18
19 NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Cuyahoga Falls, County of Summit
20 and State of Ohio, that:

21
22 Section 1. The Director of Public Service is hereby authorized to enter into a contract or contracts, to
23 extend sanitary sewer on Cochran Road from Cavalier Trail to 1,300 ft. west of Cavalier Trail.
24

25
26 Section 2. The Director of Finance is hereby authorized and directed to make payment for same from
27 the Community Development Block Grant Fund, line item Capital Outlay.

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

32
33 Section 4. It is found and determined that all formal actions of this Council concerning and relating to
34 the adoption of this ordinance 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 5. This ordinance 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, for the reason that it is immediately necessary to permit timely and appropriate development of this
42 property, and provided it receives the affirmative vote of two thirds of the members elected or appointed to
43 Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor;
44 otherwise it shall take effect and be in force at the earliest period allowed by law.
45

46 Passed: _____

President of Council

Clerk of Council

51
52 Approved: _____

Mayor

53
54 9/14/15

2
3 CITY OF CUYAHOGA FALLS, OHIO

4
5 ORDINANCE NO. - 2015

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
15 burden 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
19 for 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
48 Agreement to the legislative body of each participating community for approval; and
49

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

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

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

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

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

75
76 Section 4. This ordinance is hereby declared to be an emergency measure necessary for
77 the preservation of the public peace, health, safety, convenience and welfare and for the
78 reason that the Agreement must be executed by September 30, 2015 for the City to remain a
79 party and to qualify for incentives, and provided it receives the affirmative vote of two-thirds
80 of the members elected or appointed to Council, it shall take effect and be in force
81 immediately upon its passage and approval by the Mayor; otherwise it shall take effect and
82 be in force at the earliest period allowed by law.

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85 Passed: _____
86 _____
87 President of Council
88

89 _____
90 Clerk of Council
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93 Approved: _____
94 _____
95 Mayor

96 9/14/15
97 O:\2015 ords\2015-2016 Jobs Preservation Agreement Ord.dot

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

**2015-2016 Version
October 1, 2015 to June 30, 2016**

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 2015-2016 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 1st 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 2015. The parties agree that to remain parties to this Memorandum, and to qualify for the 5% additional points on the PY30 LTIP/SCIP applications, that their legislative authority must approve, and the appropriate authority must sign, the 2015-2016 Version of the Memorandum no later than September 30, 2015.

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.

(Signatures on following page.)

IN WITNESS WHEREOF, WE HAVE SIGNED AS REPRESENTATIVES OF OUR RESPECTIVE ENTITIES ON THIS _____ DAY OF _____, 2015.

Title or Jurisdiction

Signature

County of Summit

Russell M. Pry, County Executive Date

Name and Title

Date

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.

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3
4 CITY OF CUYAHOGA FALLS, OHIO

5
6 ORDINANCE NO. - 2015

7
8 AN ORDINANCE AMENDING SECTION 925.06 OF
9 THE CODIFIED ORDINANCES TO ADJUST THE
10 SURCHARGE, AND DECLARING AN EMERGENCY.

11
12 BE IT ORDAINED by the Council of the City of Cuyahoga Falls, County of
13 Summit, and State of Ohio:

14
15 Section 1. That Section 925.06(a)(2) of the Codified Ordinances is
16 hereby amended to read as follows (new text underlined; deleted text in
17 ~~strikethrough~~):

18
19 (a) (2) The surcharge amount shall be in effect for and apply to all users
20 located in the surcharge area depicted in Exhibit A attached to original
21 Ordinance 102-1996. The surcharge amount shall be paid by all such users,
22 with a tap-in-permit in the surcharge area depicted in such Exhibit A prior to
23 connection to the system, and said surcharge amount shall be Five Thousand
24 dollars (\$5,000.00)~~be equal to the following amounts for each calendar year in~~
25 ~~which a tap in permit is obtained.~~

Year	Base Surcharge
1996	\$ 5,100.00
1997	5,406.00
1998	5,730.36
1999	6,074.18
2000	6,438.63
2001	6,824.95
2002	7,234.45
2003	7,668.52
2004	8,128.63
2005	8,616.35
2006	9,133.33
2007	9,681.33
2008	10,262.21
2009	10,877.94
2010	11,530.80
2011	12,222.65
2012	12,956.01
2013	13,733.37
2014	14,557.37
2015	15,430.81
2016	16,356.66
2017	17,338.06
2018	18,378.34

51	2019	19,481.04
52	2020	20,649.91
53	2021	21,888.90
54	2022	23,202.24
55	2023	24,594.37
56	2024	26,070.03
57	2025	27,634.23
58	2026	29,292.29
59	2027	31,049.82
60	2028	32,912.81
61	2029	34,887.58
62	2030	36,980.84

63

64 ~~Any person planning to connect to the City's sanitary sewer system may pay~~
65 ~~the entire surcharge amount by March 31 of the year of connection in an~~
66 ~~amount equal to the amount that would apply in the year prior to connection;~~
67 ~~provided, however, if the use of applicable property changes by the date of the~~
68 ~~actual connection, the amount due will be adjusted. The owner of a property~~
69 ~~connecting to the City's sanitary sewer shall have an option of paying the~~
70 ~~surcharge in 120 monthly installment payments, which payments increase~~
71 ~~each calendar year. The installment payments to be made each calendar year~~
72 ~~shall be calculated by dividing the lump sum surcharge which would apply as if~~
73 ~~a connection had been made in the year the payment is due by 120. At any~~
74 ~~time a user determine to prepay the remaining installments due by paying an~~
75 ~~amount calculated by dividing the remaining installment payments due by 120~~
76 ~~and multiplying the quotient by the applicable lump sum surcharge for the year~~
77 ~~in which the prepayment is made.~~

78 ~~— In the event a property owner moves before making all 120 payments, the~~
79 ~~new owner of the property shall be responsible for all remaining surcharge~~
80 ~~payments due under this section. The owner of each property is responsible for~~
81 ~~the payment of the surcharge in the event of failure of a tenant to make such~~
82 ~~payment.~~

83 ~~— In the event that within ten years following the payment of all or any portion~~
84 ~~of a surcharge there is a substantial change in the usage of or substantial~~
85 ~~development of any property or facility served by the connection to the City's~~
86 ~~sanitary sewer system which does not result in a new connection to the City's~~
87 ~~system, the Director of Public Service shall determine in his discretion whether~~
88 ~~a new surcharge or an additional surcharge amount shall be imposed.~~

89

90 Section 2. That any ordinances or resolutions or portions of ordinances
91 and resolutions inconsistent herewith are hereby repealed, but any ordinances
92 and resolutions not inconsistent herewith and which have not previously been
93 repealed are hereby ratified and confirmed.

94

95 Section 3 That it is found and determined that all formal actions of this
96 Council concerning and relating to the passage of this ordinance were taken in
97 an open meeting of this Council and that all deliberations of this Council and of
98 any committees that resulted in those formal actions were in meetings open to
99 the public, in compliance with all legal requirements including, to the extent
100 applicable, Chapter 107 of the Codified Ordinances.

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Section 4. That 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

9/14/15
O:\2015 ords\Amend -925.06 Sewer Surcharge Working.doc

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3
4 CITY OF CUYAHOGA FALLS, OHIO

5
6 ORDINANCE NO. - 2015

7
8 AN ORDINANCE AMENDING CHAPTER 945.10 OF THE
9 CODIFIED ORDINANCES, RELATING TO LOTS AND
10 MEMORIALS FOR VETERANS, AND DECLARING AN
11 EMERGENCY.
12

13
14 WHEREAS, the City of Cuyahoga Falls currently offers plots in the Veterans' Section
15 of Oakwood Cemetery free of charge to honorably discharged resident veterans of the
16 United States Armed Services; and

17
18 WHEREAS, the Codified Ordinances of the City of Cuyahoga Falls currently allow
19 only for the burial of the veteran and does not allow for a spouse to share the plot; and
20

21 WHEREAS, the United States Department of Veterans Affairs and the National
22 Cemetery Administration allow spouses to be buried with veterans in national
23 cemeteries as part of the burial benefits provided to United States veterans; and
24

25 WHEREAS, the size of the plots in Oakwood Cemetery and burial practices allow the
26 city to offer the opportunity to share a veteran's plot to one spouse.
27

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

31 Section 1. Chapter 945.10 of the Codified Ordinances of the City of Cuyahoga Falls
32 is hereby amended to read in full as follows (new text double underlined; deleted text in
33 ~~strikethrough~~):
34

35 945.10 LOTS AND MEMORIALS FOR VETERANS.
36

37 (a) The following described plot of ground has been set aside in Oakwood Cemetery
38 for the burial of honorably discharged Veterans, and shall be known as the Veterans
39 Section:

40 Beginning at the intersection of the center line of Fourth Street at the center line of
41 Oakwood Drive marked by an iron pin survey monument; thence N. 12° 57' W. along
42 the center line of Oakwood Drive, a distance of 443.42 feet to a point; thence S. 77° 63'
43 W. a distance of 82.88 feet to a point; thence S. 12° 57' E. a distance of 45.95 feet to a
44 point; thence S. 33 ° 03' W. a distance of 98.95 feet to the true radii center of the parcel
45 of land hereby described with a circumscribing circle have a radius of 43.00 feet, a
46 circumference of 270.18 feet containing within the boundary so described 0.1334 acres
47 of land.
48

49 (b) The burial plots within the Veterans Section are to be maintained by the City
50 and shall remain orderly and in a uniform fashion free of plantings. A burial plot is
51 provided at no charge to an honorably discharged Veteran. All other charges shall apply
52 where applicable. Veterans include those recognized for veteran status by the United
53 States government, provided the veteran was honorably discharged, and was a resident
54 of the City on the date of enlistment or on the date of death.
55

56 (c) The Charles Faust Post Inc., American Legion, Cuyahoga Falls, is hereby
57 authorized to erect, at their own expense, a suitable memorial in the burial plot under
58 the supervision of the Director of Public Service.

59
60 (d) When a plot in this section has been granted to a veteran, the remains of no
61 more than one spouse of the veteran may share the plot. If the veteran had more than
62 one spouse in his or her lifetime, it shall be the sole responsibility of the veteran's heirs
63 or executor to determine which spouse shall share the plot. A fee will not be assessed
64 for the use of the plot, but all other charges shall apply as applicable. Each plot shall
65 have one marker and it shall be in uniformity with those preexisting, naming the
66 spouse on the back of the marker. Due to space constraints, the spousal remains shall
67 be added as follows:

68
69 (1) For plots granted prior to the passage of this ordinance, only spousal
70 cremains shall be added to a plot.

71
72 (2) For plots granted after the passage of this ordinance, if at the time of the
73 veteran's burial the City is informed in writing of the possibility of a spouse sharing the
74 plot, the veteran's burial shall be made in such a way as to reasonably accommodate
75 the addition of cremains or an additional casket. These accommodations shall not
76 require the use of more than one plot.

77
78 (3) For plots granted after the passage of this ordinance, if the City was
79 not informed of the possibility of a spouse sharing the plot at the time of the veteran's
80 burial, only spousal cremains shall be added to a plot with a preexisting casket. If the
81 veteran was cremated, spousal cremains or a casket may be added to a plot.

82
83 (e) An otherwise qualifying veteran who resides in Cuyahoga Falls with his or her
84 spouse at the time of the spouse's death may request a plot for the burial of the spouse
85 in the veterans' section. The City shall provide this plot and in exchange the veteran
86 must meet with the City of Cuyahoga Falls Building and Grounds Maintenance
87 Superintendent, or their designee, and sign an agreement with the City stating that the
88 veteran will use the plot upon his or her death and specifying whether the veteran
89 wishes to be cremated. Upon the burial of the spouse, one marker shall be erected for
90 the plot, in uniformity with those preexisting, naming the spouse on the back of the
91 marker and naming the veteran with his or her date of death left blank on the front of
92 the marker. Upon the death of the veteran, he or she shall be buried in the reserved
93 plot as indicated in the agreement with the City. This plot shall be provided at no
94 charge. All other charges shall apply where applicable.

95
96 Section 2. Any ordinances or resolutions or portions of ordinances and resolutions
97 inconsistent herewith are hereby repealed, but any ordinances and resolutions not
98 inconsistent herewith and which have not previously been repealed are hereby ratified
99 and confirmed.

100
101 Section 3. It is found and determined that all formal actions of this Council
102 concerning and relating to the passage of this ordinance were taken in an open meeting
103 of this Council and that all deliberations of this Council and of any committees that
104 resulted in those formal actions were in meetings open to the public, in compliance with
105 all requirements including Chapter 107 of the Codified Ordinances.

106
107 Section 4. This ordinance is hereby declared to be an emergency measure necessary
108 for the preservation of the public peace, health, safety, convenience and welfare of the
109 City of Cuyahoga Falls and the inhabitants thereof, and provided it receives the
110 affirmative vote of two-thirds of the members elected or appointed to Council, it shall

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

113

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115 Passed:_____

President of Council

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Clerk of Council

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123 Approved_____

Mayor

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126 9/14/15

127 O:\2015 ords\Amend -945.10 Veteran Graves.doc

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2
3 CITY OF CUYAHOGA FALLS, OHIO

4
5 RESOLUTION NO. - 2015

6
7 A RESOLUTION EXPRESSING SUPPORT FOR AND URGING
8 PASSAGE OF ISSUE 12, THE CUYAHOGA FALLS CITY SCHOOL
9 DISTRICT LEVY, AT THE GENERAL ELECTION TO BE HELD ON
10 NOVEMBER 3, 2015, AND DECLARING AN EMERGENCY.

11
12 WHEREAS, the Cuyahoga Falls City School District has caused a proposed levy to be placed on
13 the November 3, ballot as Issue 12, and

14
15 WHEREAS, the current aged school facilities are hazardous and inefficient and do not meet state
16 minimum building standards, and

17
18 WHEREAS, costly, temporary fixes drain money from the classrooms without providing long term
19 benefits, and

20
21 WHEREAS, funds generated by Issue 12 are necessary to provide for modern school facilities
22 which are crucial for effective learning in today's society, and

23
24 WHEREAS, the sustained value and appeal of housing in communities is directly related to the
25 success of the school districts.

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

29
30 Section 1. The Council and Administration express their support for the Cuyahoga Falls City
31 School District and urge the passage of Issue 12 at the November 3, 2015 general election.

32
33 Section 2. It is found and determined that all formal actions of this Council concerning and
34 relating to the adoption of this resolution were adopted in an open meeting of this Council and that
35 all deliberations of this Council and of any of its committees that resulted in such formal action were
36 in meetings open to the public, in compliance with all legal requirements including Chapter 107 of
37 the Codified Ordinances.

38
39 Section 3. This resolution is hereby declared to be an emergency measure necessary for the
40 preservation of the public peace, health, safety, convenience and welfare of the City of Cuyahoga
41 Falls and the inhabitants thereof and provided it receives the affirmative vote of two-thirds of the
42 members elected or appointed to Council, it shall take effect and be in force immediately upon its
43 passage and approval by the Mayor; otherwise it shall take effect and be in force at the earliest period
44 allowed by law.

45
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47 Passed: _____

President of Council

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51 _____
52 Clerk of Council

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55 Approved _____

Mayor

56
57 9/14/15

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3
4 CITY OF CUYAHOGA FALLS, OHIO

5
6 RESOLUTION NO. - 2015

7
8 A RESOLUTION EXPRESSING SUPPORT FOR AND URGING
9 PASSAGE OF ISSUE 19, THE WOODRIDGE LOCAL SCHOOL
10 DISTRICT LEVY, AT THE GENERAL ELECTION TO BE HELD ON
11 NOVEMBER 3, 2015, AND DECLARING AN EMERGENCY.

12
13 WHEREAS, the Woodridge Local School District has caused a proposed tax levy to be placed on
14 the November 3, 2015 general election ballot as Issue 19, and

15
16 WHEREAS, funds generated by the levy are necessary to provide for a new primary and
17 intermediate school facility on the Quick Road campus, a new roof on the existing middle school and
18 expanded classroom space, including a new gymnasium at the existing high school, and

19
20 WHEREAS, the campus setting will create cost savings and efficiencies, while making
21 transportation easier for parents with students in multiple buildings, and

22
23 WHEREAS, the Woodridge Local School District has a tradition of being a small district with the
24 ability to provide individual attention to the students and the updated facilities and increased space
25 will allow the district to continue specialized learning for all students.

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

29
30 Section 1. The Council and Administration express their support for the Woodridge Local
31 School District and urge the passage of Issue 19 at the November 3, 2015 general election.

32
33 Section 2. It is found and determined that all formal actions of this Council concerning and
34 relating to the adoption of this resolution were adopted in an open meeting of this Council and that
35 all deliberations of this Council and of any of its committees that resulted in such formal action were
36 in meetings open to the public, in compliance with all legal requirements including Chapter 107 of
37 the Codified Ordinances.

38
39 Section 3. This resolution is hereby declared to be an emergency measure necessary for the
40 preservation of the public peace, health, safety, convenience and welfare of the City of Cuyahoga
41 Falls and the inhabitants thereof and provided it receives the affirmative vote of two-thirds of the
42 members elected or appointed to Council, it shall take effect and be in force immediately upon its
43 passage and approval by the Mayor; otherwise it shall take effect and be in force at the earliest period
44 allowed by law.

45
46
47 Passed: _____

President of Council

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51 _____
Clerk of Council

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55 Approved _____

Mayor

56
57 9/14/15

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3
4 CITY OF CUYAHOGA FALLS, OHIO

5
6 ORDINANCE NO. - 2015

7
8 AN ORDINANCE APPROVING AN AMENDMENT TO
9 THE COMMUNITY DEVELOPMENT BLOCK GRANT
10 ANNUAL ACTION PLAN FOR FISCAL YEAR 2015, AND
11 DECLARING AN EMERGENCY.
12
13

14 WHEREAS, this Council approved the 2015 Community Development Block
15 Grant (CDBG) Annual Action Plan for HUD Fiscal Year 2015, and
16

17 WHEREAS, the CDBG Consolidated Plan, adopted for the years 2014-2018,
18 requires that any substantial amendment to an Annual Action Plan which
19 increases the funding level reported therein be first approved by this Council, after
20 a 30-day comment period and a public meeting,
21

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

25 Section 1. The 2015 Community Development Block Grant Annual Action Plan
26 shall be amended by reallocating \$143,939.92 of Revolving Loan Funds towards
27 increasing economic opportunities and \$95,641.20 of Revolving Loan Funds
28 toward owner occupied rehabilitation, and is hereby approved, and the Community
29 Development Department is authorized to carry out the programs contained in
30 these documents.
31

32 Section 2. Any other ordinances or resolutions or portions of ordinances and
33 resolutions inconsistent herewith are hereby repealed, but any ordinances and
34 resolutions not inconsistent herewith and which have not previously been repealed
35 are hereby ratified and confirmed.
36

37 Section 3. It is found and determined that all formal actions of this Council
38 concerning and relating to the adoption of this ordinance were adopted in an open
39 meeting of this Council, and that all deliberations of this Council and of any of its
40 committees that resulted in such formal action, were in meetings open to the
41 public, in compliance with all legal requirements, to the extent applicable,
42 including Chapter 107 of the Codified Ordinances.
43

44 Section 4. This ordinance is hereby declared to be an emergency measure
45 necessary for the preservation of the public peace, health, safety, convenience and
46 welfare of the City of Cuyahoga Falls and the inhabitants thereof, provided it
47 receives the affirmative vote of two thirds of the members elected or appointed to
48 Council, it shall take effect and be in force immediately upon its passage and

49 approval by the Mayor; otherwise it shall take effect and be in force at the earliest
50 period allowed by law.

51

52

53 Passed: _____

President of Council

55

56

57

58

Clerk of Council

59

60

61 Approved: _____

Mayor

63

64 9/14/15

65 O:\2015 ords\CDBG Annual Action Plan.doc

2
3 CITY OF CUYAHOGA FALLS, OHIO

4
5 ORDINANCE NO. -2015

6
7 AN ORDINANCE AUTHORIZING THE DIRECTOR OF
8 COMMUNITY DEVELOPMENT TO ENTER INTO A
9 COMMUNITY REINVESTMENT AREA TAX EXEMPTION
10 AGREEMENT WITH NORTH FALLS RESERVE –
11 BUCKEYE URBAN, LLC., AND DECLARING AN
12 EMERGENCY.
13
14

15 WHEREAS, pursuant to Ordinance No. 69-2006, passed June 26, 2006, this
16 Council established and designated the boundaries of the Cuyahoga Falls Northern
17 Community Reinvestment Area (“CRA”) pursuant to Ohio Revised Code §3735.65 et
18 seq., to encourage the development of real property within the CRA; and
19

20 WHEREAS, the State of Ohio Director of Development has made a
21 determination that the findings contained in Ord. No. 69- 2006 are valid, and that
22 the classification of structures and/or remodeling eligible for exemption under the
23 Ordinance is consistent with zoning restrictions applicable to the CRA, and
24

25 WHEREAS, with receipt of the Director’s positive determination, the City is
26 enabled to abate certain taxes on real property located in the CRA, in order to
27 provide an incentive for the creation and retention of jobs and investment within
28 the CRA; and
29

30 WHEREAS, this Council has determined to provide economic development
31 assistance in the form of tax abatement to North Falls Reserve – Buckeye Urban,
32 LLC., in connection with development of a luxury multifamily community
33 consisting of approximately 185 units and approximately 5,000 SF of retail space
34 on parcel numbers 37-00485 and 37-00484, State Road, hereinafter the “Project”.
35

36 NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Cuyahoga
37 Falls, County of Summit, and State of Ohio, that:
38

39 Section 1. The Director of Community Development is hereby authorized to
40 enter into a Community Reinvestment Area tax exemption agreement in
41 accordance with Ohio Revised Code §§3735.67 and 3735.671, with North Falls
42 Reserve – Buckeye Urban, LLC., consistent with Ordinance No. 69–2006 and the
43 terms set forth in the application for tax exemption attached hereto as Exhibit A, to
44 provide the Project with an exemption from real property tax at (or not exceeding)
45 the percentage and for (or not exceeding) the duration stipulated in said
46 application.
47

48 Section 2. This Council further authorizes the Mayor, Director of Finance,
49 Director of Community Development, Director of Law and any other city officials,

50 individually and/or collectively as may be appropriate, to prepare and execute such
51 other documents and do other things as are necessary or incidental to carrying out
52 the requirements of this legislation consistent with the terms of the attached
53 application.

54
55 Section 3. Any ordinances or resolutions or portions of ordinances and
56 resolutions inconsistent herewith are hereby repealed, but any ordinances and
57 resolutions not inconsistent herewith and which have not previously been repealed
58 are hereby ratified and confirmed.

59
60 Section 4. It is found and determined that all formal actions of this Council
61 concerning and relating to the adoption of this ordinance were adopted in an open
62 meeting of this Council, and that all deliberations of this Council and of any of its
63 committees that resulted in such formal action, were in meetings open to the
64 public, in compliance with all legal requirements including Chapter 107 of the
65 Codified Ordinances.

66
67 Section 5. This ordinance is hereby declared to be an emergency measure
68 necessary for the preservation of the public peace, health, safety, convenience and
69 welfare of the City of Cuyahoga Falls and the inhabitants thereof, and provided it
70 receives the affirmative vote of two thirds of the members elected or appointed to
71 Council, it shall take effect and be in force immediately upon its passage and
72 approval by the Mayor; otherwise it shall take effect and be in force at the earliest
73 period allowed by law.

74
75
76 Passed: _____
77 _____
78 President of Council

79
80 _____
81 Clerk of Council

82
83
84 Approved: _____
85 _____
86 Mayor

87 9/14/15
88 O:\2015 ords\CRA North Falls Reserve.doc

PROPOSED AGREEMENT for Community Reinvestment Area Tax Incentives between the City of Cuyahoga Falls located in the County of Summit and:

North Falls Reserve

(Company Name)

- 1. a. Name of property owner, home or main office address, contact person, and telephone number (attach additional pages if multiple enterprise participants).

Buckeye Urban, LLC

Enterprise Name

Danny Karam

Contact Person

265 West Portage Trail Cuyahoga Falls
44223

Address

330 928 4514

Telephone Number

dekaram@aol.com

Contact Email

Project site:

State Road, Cuyahoga Falls 44223

Address

37-00485 & 37-00484

Parcel Number

Danny Karam

Contact Person

330 928 4514

Telephone Number

dekaram@aol.com

Contact Email

	Permanent	Temporary
Full Time	N.A	
Part Time		

(To be considered full time the individual must work at least 35 hours per week.)

e. State the enterprise's current employment level for each facility to be affected by the relocation of employment positions or assets:

N.A.

f. What is the projected impact of the relocation, detailing the number and type of employees and/or assets to be relocated?

N.A.

5. Does the Property Owner Currently Owe:

a. Any delinquent taxes to the State of Ohio or a political subdivision of the state?

Yes

b. Any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State? No

c. Any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not?

No

d. If yes to any of the above, please provide details of each instance including but not limited to the location, amounts and/or case identification numbers.

Property tax needs to be paid current

6. Project Description. Be as detailed as possible:

The proposed new community will consist of approximately one hundred eighty five (185) luxury multifamily units that will sit on 33 acres with a mix of town homes, ranch style units and two three story buildings. This is a former brownfield site which is now remediated to residential standards. There will

also be anticipated retail space of approximately 5,000 sf per the zoning code, but the specifics cannot be made public at this point in time.

We anticipate the lease rates for the spacious 2 & 3 bedroom luxury suites of approximately 1,200 sf to 1,400 sf to start around \$1,299.00 month plus all utilities. The suites will have their own washer/ dryer hook ups. The town home and ranches will have attached garages.

The community also boasts a beautiful 10 acre scenic lake with lighted fountains and on-site, staffed management office. A potential clubhouse is planned. The community will have a much needed new dedicated main roadway (east / west) that will eventually connect State Road to Quick Road.

In addition, the new roadway will include the installation of main line infrastructure (sanitary mains, water mains, electric etc). The roadway which will be an investment by the developer of approximately \$1,500,000.will be dedicated to the City of Cuyahoga Falls.

7.

Project will begin on December 1, 2015 and be completed by December 1, 2018
Provided a tax exemption is provided.

8. a. Estimate the number of new employees the property owner will cause to be created at the facility that is the project site (job creation projection must be itemized by the name of the employer, full and part-time and permanent and temporary):

	Permanent	Temporary
Full Time	10	103
Part Time	0	0

(To be considered full time the individual must work at least 35 hours per week.)

- b. State the time frame of this projected hiring: 36 months.

- c. State proposed schedule for hiring (itemize by full and part-time and permanent and temporary employees):

Full time permanent employees will be hired before December 2018. The full time temporary employees will be hired throughout the construction period. No part time

employee are anticipated to be hired.

9.

- a. Estimate the amount of annual payroll such new employees will add (New annual payroll must be itemized by full and part-time and permanent and temporary new employees).

	Permanent		Temporary	
Full-time	\$	10	\$	103
Part-time	\$	0	\$	0
TOTAL:	\$	420,000	\$	4,633,000

(To be considered full time the individual must work at least 35 hours per week.)

- b. Indicate separately the amount of existing annual payroll relating to any job retention claim resulting from the project: \$ N.A.

10. An estimate of the amount to be invested by the enterprise to establish, expand, renovate or occupy a facility:

A. Acquisition of Land	\$	<u>1,500,000</u>
B. Additions/New Construction	\$	<u>17,400,000</u>
C. Improvements to Existing Buildings	\$	<u> </u>
D. Machinery & Equipment	\$	<u> </u>
E. Furniture & Fixtures	\$	<u> </u>
F. Inventory	\$	<u> </u>
Total New Project Investment	\$	<u>18,900,000</u>

11.

- a. Business requests the following tax exemption incentives: 50 % for 10 years covering the real property improvements as described above.

- b. Business's reasons for requesting tax incentives (be quantitatively specific as possible)

The developers of this proposed new luxury multifamily community have been very successful in the Summit County/Cuyahoga Falls area with the same or similar product over the past 15 years. The success is mainly attributed to the high quality, award winning buildings/communities with special attention in the ongoing upkeep and maintenance of the properties.

North Falls Reserve will be another well planned high quality luxury community in Cuyahoga Falls. There will be an east-west main roadway constructed that will eventually connect State Road with Quick Road. This roadway will be built and paid for by the developer which will include sanitary sewer mainlines, city water mainlines, power mainlines as well as gas, phone

and cable TV.

In order for the development to occur, an abatement is necessary to defray the extremely high costs of the infrastructure. It is anticipated the infrastructure cost will be well over \$1,500,000. Once the fully improved road is constructed it will be available for the public to utilize. The new road will eventually connect State Road to Quick Road which we anticipate will improve the quality of life for all residents and visitors of the City, especially northern Cuyahoga Falls.

Without the abatement, the \$18.9MM development is unlikely to occur due to the high cost of infrastructure. The land will remain vacant which is detrimental to the school district and the City Of Cuyahoga Falls.

Submission of this application expressly authorizes the City of Cuyahoga Falls to contact the Ohio Environmental Protection Agency to confirm statements contained within this application including item # 5 and to review applicable confidential records. As part of this application, the property owner may also be required to directly request from the Ohio Department of Taxation, or complete a waiver form allowing the Department of Taxation to release specific tax records to the local jurisdiction considering the request.

The Applicant agrees to supply additional information upon request.

The Applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct and is aware of the ORC Sections 9.66(C)(1) and 2921.13(D)(1) penalties for falsification which could result in the forfeiture of all current and future economic development assistance benefits as well as a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

Name of Property Owner

Title

Signature

Date

2
3 CITY OF CUYAHOGA FALLS, OHIO

4
5 ORDINANCE NO. -2015

6
7 AN ORDINANCE AUTHORIZING THE DIRECTOR OF
8 COMMUNITY DEVELOPMENT TO ENTER INTO A
9 COMMUNITY REINVESTMENT AREA TAX EXEMPTION
10 AGREEMENT WITH BUCKEYE SPORTS CENTER, INC.,
11 AND DECLARING AN EMERGENCY.
12
13

14 WHEREAS, pursuant to Ordinance No. 69-2006, passed June 26, 2006, this
15 Council established and designated the boundaries of the Cuyahoga Falls Northern
16 Community Reinvestment Area (“CRA”) pursuant to Ohio Revised Code §3735.65 et
17 seq., to encourage the development of real property within the CRA; and
18

19 WHEREAS, the State of Ohio Director of Development has made a
20 determination that the findings contained in Ord. No. 69- 2006 are valid, and that
21 the classification of structures and/or remodeling eligible for exemption under the
22 Ordinance is consistent with zoning restrictions applicable to the CRA, and
23

24 WHEREAS, with receipt of the Director’s positive determination, the City is
25 enabled to abate certain taxes on real property located in the CRA, in order to
26 provide an incentive for the creation and retention of jobs and investment within
27 the CRA; and
28

29 WHEREAS, this Council has determined to provide economic development
30 assistance in the form of tax abatement to Buckeye Sports Center, Inc., in
31 connection with development of a new 7,500 SF warehouse/auxiliary boat display
32 and the acquisition of corresponding inventory for parcel number 37-00002, 4610
33 State Road, hereinafter the “Project”.
34

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

38 Section 1. The Director of Community Development is hereby authorized to
39 enter into a Community Reinvestment Area tax exemption agreement in
40 accordance with Ohio Revised Code §§3735.67 and 3735.671, with Buckeye Sports
41 Center, Inc., consistent with Ordinance No. 69-2006 and the terms set forth in the
42 application for tax exemption attached hereto as Exhibit A, to provide the Project
43 with an exemption from real property tax at (or not exceeding) the percentage and
44 for (or not exceeding) the duration stipulated in said application.
45

46 Section 2. This Council further authorizes the Mayor, Director of Finance,
47 Director of Community Development, Director of Law and any other city officials,
48 individually and/or collectively as may be appropriate, to prepare and execute such
49 other documents and do other things as are necessary or incidental to carrying out

50 the requirements of this legislation consistent with the terms of the attached
51 application.

52
53 Section 3. Any ordinances or resolutions or portions of ordinances and
54 resolutions inconsistent herewith are hereby repealed, but any ordinances and
55 resolutions not inconsistent herewith and which have not previously been repealed
56 are hereby ratified and confirmed.

57
58 Section 4. It is found and determined that all formal actions of this Council
59 concerning and relating to the adoption of this ordinance were adopted in an open
60 meeting of this Council, and that all deliberations of this Council and of any of its
61 committees that resulted in such formal action, were in meetings open to the
62 public, in compliance with all legal requirements including Chapter 107 of the
63 Codified Ordinances.

64
65 Section 5. This ordinance is hereby declared to be an emergency measure
66 necessary for the preservation of the public peace, health, safety, convenience and
67 welfare of the City of Cuyahoga Falls and the inhabitants thereof, and provided it
68 receives the affirmative vote of two thirds of the members elected or appointed to
69 Council, it shall take effect and be in force immediately upon its passage and
70 approval by the Mayor; otherwise it shall take effect and be in force at the earliest
71 period allowed by law.

72
73
74 Passed: _____
75 _____
76 President of Council

77
78 _____
79 Clerk of Council

80
81
82 Approved: _____
83 _____
84 Mayor

85
86 9/14/15
87 O:\2015 ords\CRA Buckeye Sports Center.doc

PROPOSED AGREEMENT for Community Reinvestment Area Tax Incentives between the City of Cuyahoga Falls located in the County of Summit and:

BSC, L.P.

(Company Name)

- 1. a. Name of property owner, home or main office address, contact person, and telephone number (attach additional pages if multiple enterprise participants).

Buckeye Sports Center, Inc
Enterprise Name

Jim Armington
Contact Person

4610 State Road
Address

330.929.3366
Telephone Number

jimarmington@yahoo.com
Contact Email

Project site:

Same
Address

37-00002
Parcel Number

same
Contact Person

Telephone Number

Same as above
Contact Email

2. a. Nature of commercial/industrial activity (manufacturing, warehousing, wholesale or retail stores, or other) to be conducted at the site. Please be specific with details.

Buckeye Sports Center is a retail/service facility specializing in snow sports in the winter and boats and related equipment in the summer. We have been fortunate to grow considerably in the past five years and are now the second largest ski/snowboard retailer in the Midwest. We were named the top 100 boat dealers in North America last year. Our dilemma is "how do we continue to grow and survive with Bass Pro moving in just 5 miles up the road from us"? We would like to take the more aggressive approach and add a new, separate 7,500 SF warehouse/auxiliary boat display building to our existing property and the corresponding inventory and personnel to compete.

- b. List primary 6 digit North American Industry Classification System (NAICS) #

Business may list other relevant SIC numbers.

- c. If a consolidation, what are the components of the consolidation? (must itemize the location, assets, and employment positions to be transferred):

N/A

- d. Form of business of enterprise:

Corporation Partnership Proprietorship Other

3. Name of principal owner(s) or officers of the business.

James R. Armington, Jr BSC, L.P ; James R. Armington III, Elizabeth Armington, Sue Jean Armington Wagner

4. a. State the enterprise's current employment level at the proposed project site:

Full Time: 13 permanent Part Time: 2 permanent
(To be considered full time the individual must work at least 35 hours per week.)

- b. Will the project involve the relocation of employment positions or assets from one Ohio location to another? Yes No

- c. If yes, state the locations from which employment positions or assets will be relocated and the location to where the employment positions or assets will be located:

N/A

d. State the enterprise's current employment level in Ohio (itemized for full and part-time and permanent and temporary employees):

	Permanent	Temporary
Full Time	13	0
Part Time	2	27

(To be considered full time the individual must work at least 35 hours per week.)

e. State the enterprise's current employment level for each facility to be affected by the relocation of employment positions or assets:

N/A

f. What is the projected impact of the relocation, detailing the number and type of employees and/or assets to be relocated?

N/A

5. Does the Property Owner Currently Owe:

a. Any delinquent taxes to the State of Ohio or a political subdivision of the state?

Yes No

b. Any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State? Yes No

c. Any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not?

Yes No

d. If yes to any of the above, please provide details of each instance including but not limited to the location, amounts and/or case identification numbers.

n/a

6. Project Description. Be as detailed as possible:

Project includes building a new 7,500 SF storage/aux boat showroom, new covered outdoor display area, new parking lot for 21 cars, new pond with a boat ramp for testing, demonstrating and displaying boats and a new 35,000 SF fenced in boat storage lot.

7.

Project will begin on 10/29/15 and be completed by 2/29/2016 provided a tax exemption is provided.

8. a. Estimate the number of new employees the property owner will cause to be created at the facility that is the project site (job creation projection must be itemized by the name of the employer, full and part-time and permanent and temporary):

	Permanent	Temporary
Full Time	3	0
Part Time	2	2

(To be considered full time the individual must work at least 35 hours per week.)

b. State the time frame of this projected hiring: 12 months

c. State proposed schedule for hiring (itemize by full and part-time and permanent and temporary employees):

3 permanent full time and 2 permanent part time employees will be hired before 10/29/2016.

9.

- a. Estimate the amount of annual payroll such new employees will add (New annual payroll must be itemized by full and part-time and permanent and temporary new employees).

	Permanent		Temporary	
Full-time	\$	120,000	\$	0
Part-time	\$	20,000	\$	10,000
TOTAL:	\$	220,000	\$	10,000

(To be considered full time the individual must work at least 35 hours per week.)

- b. Indicate separately the amount of existing annual payroll relating to any job retention claim resulting from the project: \$ 1,250,000 as of fiscal year ending July 31, 2015 .

10. An estimate of the amount to be invested by the enterprise to establish, expand, renovate or occupy a facility:

A. Acquisition of Land	\$	<u>0</u>
B. Additions/New Construction	\$	<u>550,000</u>
C. Improvements to Existing Buildings	\$	<u>100,000</u>
D. Machinery & Equipment	\$	<u>0</u>
E. Furniture & Fixtures	\$	<u>50,000</u>
F. Inventory	\$	<u>500,000</u>
Total New Project Investment	\$	<u>1,200,000</u>

11.

- a. Business requests the following tax exemption incentives: 50 % for 10 years covering the real property improvements as described above.

- b. Business's reasons for requesting tax incentives (be quantitatively specific as possible)

Buckeye's growth in Cuyahoga Falls over the past 50 years has been slow but consistent. We have been profitable and paying income taxes to the Falls for the last 22 years in a row. Our continued growth and even existence depends on our ability to compete with Bass Pro Shops which requires an improved, expanded and updated facility where we can afford to hire more employees and continue our growth and profitability, We know the next several years will be difficult but by investing in these improvements now we can survive and compete in the future.

Submission of this application expressly authorizes the City of Cuyahoga Falls to contact the Ohio Environmental Protection Agency to confirm statements contained within this application including item # 5 and to review applicable confidential records. As part of this application, the property owner may also be required to directly request from the Ohio Department of Taxation, or complete a waiver form allowing the Department of Taxation to release specific tax records to the local jurisdiction considering the request.

The Applicant agrees to supply additional information upon request.
The Applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct and is aware of the ORC Sections 9.66(C)(1) and 2921.13(D)(1) penalties for falsification which could result in the forfeiture of all current and future economic development assistance benefits as well as a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

_____ Name of Property Owner	_____ Title
_____ Signature	_____ Date