



City of Strongsville

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Strongsville, Ohio 44149-5598
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January 16, 2014

City Council

Michael J. Daymut
President of Council
Ward 1

Matthew A. Schonhut
Ward 2

James E. Carbone
Ward 3

J. Scott Maloney
Ward 4

Joseph C. DeMio
At-Large

Kenneth M. Dooner
President Pro Tem
At-Large

Duke Southworth
At-Large

Leslie J. Seefried, MMC
Clerk of Council
leslie.seefried@strongsville.org

MEETING NOTICE

City Council has scheduled the following meetings for **Tuesday, January 21, 2014**, to be held in the Caucus Room and the Council Chamber at the ***Mike Kalinich Sr. City Council Chamber, 18688 Royalton Road***:

Caucus will begin at 7:30 p.m. All committees listed will meet immediately following the previous committee:

7:30 P.M.

Planning, Zoning and Engineering Committee will meet to discuss Ordinance Nos. 2013-214, 2013-241, 2013-260, and 2013-273, and Resolution Nos. 2014-008 and 2014-009.

Communications and Technology Committee will meet to discuss Ordinance Nos. 2014-010 and 2014-011.

Public Safety and Health Committee will meet to discuss Ordinance No. 2014-012.

Public Service and Conservation Committee will meet to discuss Ordinance Nos. 2014-013 and 2014-014.

Recreation and Community Services Committee will meet to discuss Ordinance No. 2014-015.

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

Committee of the Whole will meet to discuss Ordinance No. 2014-016 and Resolution No. 2014-017.

8:00 P.M.

Regular Council Meeting

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

BY ORDER OF THE COUNCIL:

Leslie J. Seefried, MMC
Clerk of Council

STRONGSVILLE CITY COUNCIL REGULAR MEETING

TUESDAY, JANUARY 21, 2014 AT 8:00 P.M.

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

AGENDA

1. CALL TO ORDER:
2. PLEDGE OF ALLEGIANCE:
3. CERTIFICATION OF POSTING:
4. ROLL CALL:
5. COMMENTS ON MINUTES:
 - Organizational and Regular Council Meeting – January 6, 2014
6. APPOINTMENTS AND CONFIRMATIONS:
 - Mayor's re-appointment and Council confirmation of Jeanne Georgeadis to a four (4) year term on the City's Civil Service Commission effective February 1, 2014 and expiring on January 31, 2018. (Oath of Office to follow)
 - Mayor's re-appointment and Council confirmation of Charles F. Hawk to a four (4) year term on the City's Civil Service Commission effective February 1, 2014 and expiring on January 31, 2018. (Oath of Office to follow)
 - Mayor's re-appointment and Council confirmation of Mary Jane Walker to a four (4) year term as a member of the City's Planning Commission, effective January 20, 2014 and expiring January 19, 2018.
7. PUBLIC HEARING:

Ordinance No. 2013-075 by Mayor Perciak and Mr. Daymut. AN ORDINANCE AMENDING SECTIONS 1262.04 AND 1262.05 OF CHAPTER 1262 OF TITLE SIX OF PART TWELVE-PLANNING AND ZONING CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE TO REVISE CERTAIN ACCESSORY USES INCLUDING REMOVAL OF RECREATION AND PHYSICAL FITNESS FACILITIES FROM GENERAL INDUSTRIAL (GI) AND GENERAL INDUSTRIAL-A (GI-A) DISTRICTS, AND DECLARING AN EMERGENCY, AS AMENDED. *First reading 03-18-13. Second reading 04-01-13; amended by substitution. Third reading 11-18-13. Favorable recommendation by Planning Commission 12-05-13. Fourth reading 12-16-13.*

Ordinance No. 2013-260 by Mr. Maloney. AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE LOCATED AT 8000 PEARL ROAD IN THE CITY OF STRONGSVILLE FROM MS (MOTORIST SERVICE) CLASSIFICATION TO CS (COMMERCIAL SERVICE) CLASSIFICATION (PART OF PPN 395-05-016) AND FROM PF (PUBLIC FACILITIES) CLASSIFICATION TO CS (COMMERCIAL SERVICE) CLASSIFICATION (PART OF PPN 395-05-016), AND DECLARING AN EMERGENCY. (PDS Properties, Ltd., Owner. Proposed use: Existing auto collision repair facility with proposed building addition.) *First reading 11-18-13. Favorable recommendation by Planning Commission 12-05-13. Second reading 12-16-13.*

8. REPORTS OF COUNCIL COMMITTEES:

SOUTHWEST GENERAL HEALTH SYSTEM – Mr. Southworth:

SCHOOL BOARD – Mr. Carbone:

BUILDING AND UTILITIES – Mr. Schonhut:

COMMUNICATIONS AND TECHNOLOGY – Mr. Schonhut:

ECONOMIC DEVELOPMENT– Mr. Daymut:

FINANCE – Mr. Dooner:

PLANNING, ZONING AND ENGINEERING – Mr. Maloney:

PUBLIC SAFETY AND HEALTH – Mr. DeMio:

PUBLIC SERVICE AND CONSERVATION – Mr. Carbone:

RECREATION AND COMMUNITY SERVICES – Mr. Southworth:

COMMITTEE-OF-THE-WHOLE – Mr. Daymut:

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

MAYOR PERCIAK:

FINANCE DEPARTMENT - Mr. Dubovec:

LAW DEPARTMENT- Mr. Kraus:

10. AUDIENCE PARTICIPATION:

11. ORDINANCES AND RESOLUTIONS:

Ordinance No. 2013-214 by Mr. Maloney. AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE LOCATED AT 8422 PEARL ROAD (PART OF PPN 395-05-012), IN THE CITY OF STRONGSVILLE FROM R1-75 (ONE FAMILY 75) CLASSIFICATION TO GB (GENERAL BUSINESS) CLASSIFICATION. (Nicholas North America, Owner. Proposed use consistent with a general business zoning district.) *First reading 10-07-13. Favorable recommendation by Planning Commission 11-07-13. Second reading 11-18-13. Public Hearing 01-06-14.*

Ordinance No. 2013-241 by Mayor Perciak and Mr. Maloney. AN ORDINANCE AMENDING SECTION 1256.04 OF TITLE SIX OF PART TWELVE-PLANNING AND ZONING CODE, OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE CONCERNING YARD REGULATIONS IN A PUBLIC FACILITIES DISTRICT. *First reading 11-04-13. Favorable recommendation by Planning Commission 11-07-13. Second reading 11-18-13. Public Hearing 1-06-14.*

Ordinance No. 2013-260 by Mr. Maloney. AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE LOCATED AT 8000 PEARL ROAD IN THE CITY OF STRONGSVILLE FROM MS (MOTORIST SERVICE) CLASSIFICATION TO CS (COMMERCIAL SERVICE) CLASSIFICATION (PART OF PPN 395-05-016) AND FROM PF (PUBLIC FACILITIES) CLASSIFICATION TO CS (COMMERCIAL SERVICE) CLASSIFICATION (PART OF PPN 395-05-016), AND DECLARING AN EMERGENCY. (PDS Properties, Ltd., Owner. Proposed use: Existing auto collision repair facility with proposed building addition.) *First reading 11-18-13. Favorable recommendation by Planning Commission 12-05-13. Second reading 12-16-13. Public Hearing 01-21-14.*

Ordinance No. 2013-273 by Mr. Maloney. AN ORDINANCE APPROVING AND AUTHORIZING THE GRANT OF A REVOCABLE LICENSE TO PDS PROPERTIES, LTD. DBA CARSTAR COLLISION FOR USE OF PUBLIC PROPERTY IN CONNECTION WITH A BUSINESS GROUND SIGN, SEPARATE LANDSCAPING, AND APPURTENANCES; AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT IN FURTHERANCE THEREOF; AND DECLARING AN EMERGENCY. *First reading 12-02-13. Second reading 12-16-13.*

Resolution No. 2014-008 by Mayor Perciak and All Members of Council. A RESOLUTION PROVIDING FOR THE SUBMISSION OF ORDINANCE NO. 2013-214 TO THE ELECTORS, ESTABLISHING AN ELECTION DATE THEREFOR, AND DECLARING AN EMERGENCY.

Resolution No. 2014-009 by Mayor Perciak and Mr. Maloney. A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS FOR THE PROSPECT ROAD SANITARY RELOCATION PROJECT 2014, IN THE CITY OF STRONGSVILLE.

Ordinance No. 2014-010 by Mr. Schonhut. AN ORDINANCE REQUESTING PARTICIPATION IN UNITED STATES GENERAL SERVICES ADMINISTRATION CONTRACTS FOR THE PURCHASE OF SERVICES AND SUPPORT FOR VIDEO PROCESSING AND SURVEILLANCE, FORENSIC AND FRAUD PREVENTION, DATA NETWORK ENGINEERING, AND COMPUTER HARDWARE AND SOFTWARE MAINTENANCE FOR USE BY VARIOUS DEPARTMENTS OF THE CITY; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO DO ALL THINGS NECESSARY TO ENTER INTO AGREEMENTS IN CONNECTION THEREWITH; AND DECLARING AN EMERGENCY.

Ordinance No. 2014-011 by Mayor Perciak and Mr. Schonhut. AN ORDINANCE REQUESTING PARTICIPATION IN UNITED STATES GENERAL SERVICES ADMINISTRATION CONTRACTS FOR THE PURCHASE OF CELLULAR COMMUNICATIONS SERVICES AND EQUIPMENT FOR USE BY VARIOUS DEPARTMENTS OF THE CITY; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO DO ALL THINGS NECESSARY TO ENTER INTO AGREEMENTS IN CONNECTION THEREWITH; AND DECLARING AN EMERGENCY.

Ordinance No. 2014-012 by Mayor Perciak and All Members of Council. AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT TO PROVIDE PUBLIC SAFETY DISPATCH SERVICES TO THE CITY OF NORTH ROYALTON, AND DECLARING AN EMERGENCY.

Ordinance No. 2014-013 by Mr. Carbone. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO STATE OF OHIO ADMINISTRATIVE SERVICES CONTRACTS FOR THE PURCHASE OF ONE (1) JOHN DEERE 5085M UTILITY TRACTOR AND ONE (1) ALAMO VERSA SERIES ROADSIDE MOWER ATTACHMENT, ALL WITH APPURTENANCES, FOR USE BY THE DEPARTMENT OF PUBLIC SERVICE OF THE CITY, WITH THE SALE, TRADE-IN AND CREDIT FOR VARIOUS OBSOLETE MUNICIPAL EQUIPMENT, AND DECLARING AN EMERGENCY.

Ordinance No. 2014-014 by Mr. Carbone. AN ORDINANCE RATIFYING, APPROVING AND AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH A RECYCLING COMPANY FOR SALE OF RESIDENTIAL AND MUNICIPAL RECYCLABLE WASTE PAPER AND CARDBOARD PAPER MATERIALS, AND DECLARING AN EMERGENCY.

Ordinance No. 2014-015 by Mayor Perciak and Mr. Southworth. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A NON-EXCLUSIVE RENTAL/OCCUPANCY AGREEMENT WITH THE STRONGSVILLE LACROSSE ASSOCIATION ON A LIMITED BASIS FOR 2014, FOR THE CITY'S FOOTBALL FIELDS LOCATED ON LUNN ROAD IN THE CITY OF STRONGSVILLE.

Ordinance No. 2014-016 by Mayor Perciak and All Members of Council. AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO FILE AN APPLICATION ON BEHALF OF THE CITY OF STRONGSVILLE FOR FUNDING ASSISTANCE UNDER THE OHIO DEPARTMENT OF TRANSPORTATION-OHIO TURNPIKE INFRASTRUCTURE COMMISSION'S TURNPIKE MITIGATION PROGRAM, IN CONNECTION WITH THE CITY'S BLAZEY TRAIL NOISE BARRIER WALL PROJECT, AND DECLARING AN EMERGENCY.

Resolution No. 2014-017 by Mayor Perciak and All Members of Council. A RESOLUTION DECLARING IT NECESSARY TO RENEW AN EXISTING 1.5 MILL TAX LEVY FOR THE PURPOSE OF CURRENT EXPENSES OF THE CITY OF STRONGSVILLE PURSUANT TO SECTION 5705.19(A) OF THE OHIO REVISED CODE, REQUESTING THE COUNTY FISCAL OFFICER TO CERTIFY THE TOTAL CURRENT TAX VALUATION OF THE CITY AND THE DOLLAR AMOUNT OF REVENUE THAT WOULD BE GENERATED BY THAT RENEWAL LEVY, AND DECLARING AN EMERGENCY

12. COMMUNICATIONS, PETITIONS AND CLAIMS:

13. MISCELLANEOUS BUSINESS:

14. ADJOURNMENT:

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2013 – 075

By: Mayor Perciak and Mr. Daymut

AN ORDINANCE AMENDING SECTIONS 1262.04 and 1262.05 OF CHAPTER 1262 OF TITLE SIX OF PART TWELVE-PLANNING AND ZONING CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE TO REVISE CERTAIN ACCESSORY USES INCLUDING REMOVAL OF RECREATION AND PHYSICAL FITNESS FACILITIES FROM GENERAL INDUSTRIAL (GI) AND GENERAL INDUSTRIAL-A (GI-A) DISTRICTS, AND DECLARING AN EMERGENCY, **AS AMENDED.**

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

Section 1. That Sections **1262.04(a)(4)** and 1262.04(c) and ~~1262.05(c)~~ of Chapter 1262 of Title Six of Part Twelve of the Codified Ordinances of the City of Strongsville be and are hereby amended to read in their entirety as follows:

1262.04 USE REGULATIONS; GENERAL INDUSTRIAL (GI) DISTRICT.

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

(a) Main Uses Permitted.

* * *

(4) *The following uses may be permitted provided a conditional use permit is granted in accordance with the standards set forth in Section 1242.07 of this Zoning Code.*

A. *Bulk distribution station for gasoline and oil.*

B. *Day care facilities.*

C. *Wireless telecommunication facilities in accordance with the provisions of C.O. Chapter 1273.*

~~D. *Active and passive recreation and physical fitness facilities.*~~

~~E.D. *The filling, sale and/or exchange of propane canisters.*~~

~~(Ord. 2010-097. Passed 9-20-10.)~~

* * *

(c) Accessory Uses Permitted.

- (1) Storage of materials and products and processes clearly accessory to the main use;
- (2) Signs shall be designed, erected, altered, moved or maintained in whole or in part in accordance with the regulations set forth in Chapter 1272 of this Zoning Code;
- (3) Off-street parking and loading facilities as required and set forth in Chapter 1270 of this Zoning Code; **and**
- (4) Oil and gas well drilling, operation and maintenance, ~~provided that a conditional use permit is granted in accordance with standards and procedures set forth in Section 1242.07 of this Zoning Code;~~ **and as permitted by State law.**
- (5) ~~Active and passive recreation and physical fitness facilities, provided that a conditional use permit is granted in accordance with standards and procedures set forth in Section 1242.07 of this Zoning Code.~~

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

Section 2. That Sections 1262.05(a)(5) and 1262.05(c) of Chapter 1262 of Title Six of Part Twelve of the Codified Ordinances of the City of Strongsville be and are hereby amended to read in their entirety as follows:

1262.05 USE REGULATIONS; GENERAL INDUSTRIAL-A (GI-A) DISTRICT.

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

(a) Main Uses Permitted.

* * *

- (5) **The following uses may be permitted provided a conditional use permit is granted in accordance with the standards set forth in Section 1242.07 of this Zoning Code.**
 - A. **Bulk distribution station for gasoline and oil.**
 - B. **Wireless telecommunication facilities in accordance with the provisions of C.O. Chapter 1273.**
 - C. ~~Active and passive recreation and physical fitness facilities.~~
 - D.C. **The filling, sale and/or exchange of propane canisters.**

* * *

(c) Accessory Uses Permitted.

- (1) Storage of materials and products and processes clearly accessory to the main use;
- (2) Signs shall be designed, erected, altered, moved or maintained in whole or in part in accordance with the regulations set forth in Chapter 1272 of this Zoning Code;
- (3) Off-street parking and loading facilities as required and set forth in Chapter 1270 of this Zoning Code; **and**
- (4) Oil and gas well drilling, operation and maintenance, ~~provided that a conditional use permit is granted in accordance with standards and procedures set forth in Section 1242.07 of this Zoning Code;~~ **and as permitted by State law.**
- (5) ~~Active and passive recreation and physical fitness facilities, provided that a conditional use permit is granted in accordance with standards and procedures set forth in Section 1242.07 of this Zoning Code.~~

(Ord. 2011-093. Passed 9-19-11.)

Section 2.3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 3.4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reasons that it is necessary to provide for proper development and zoning of lots and lands within the City, and to facilitate economic development. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

First reading: LOA 137 March 18, 2013

Referred to Planning Commission 11/18/13

Second reading: April 1, 2013 by Sub

Amended Favorable recommendation by PC

Third reading: November 18, 2013

Approved: 12/05/13

Fourth reading: December 16, 2013

Public Hearing: January 21, 2014

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2013 - 075
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President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
Clerk of Council

ORD. No. 2013-075 (SUB) Removed: _____
1st Rdg. 02-18-13 Ref: PC/P2E
2nd Rdg. 04-01-13 ^{amended} Ref: P2E
3rd Rdg. 11-18-13 Ref: PC/P2E
4th Rdg. 12-16-13 Ref: P2E
Pub Hrg. 01/21/14 Ref: _____
Adopted: _____ Defeated: _____

CITY OF STRONGSVILLE
OFFICE OF THE COUNCIL

MEMORANDUM

TO: Planning Commission

FROM: Leslie Seefried, Clerk of Council

DATE: November 19, 2013

SUBJECT: Referrals from Council: Ordinance No. 2013-260, 2013-261, 2013-075

At its regular meeting of November 18, 2013, City Council referred the following Ordinances to the Planning Commission for its report and recommendation thereon:

Ordinance No. 2013-260 by Mr. Maloney. AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE LOCATED AT 8000 PEARL ROAD IN THE CITY OF STRONGSVILLE FROM MS (MOTORIST SERVICE) CLASSIFICATION TO CS (COMMERCIAL SERVICE) CLASSIFICATION (PART OF PPN 395-05-016) AND FROM PF (PUBLIC FACILITIES) CLASSIFICATION TO CS (COMMERCIAL SERVICE) CLASSIFICATION (PART OF PPN 395-05-016), AND DECLARING AN EMERGENCY. (PDS Properties, Ltd., Owner. Proposed use: Existing auto collision repair facility with proposed building addition.) *First reading 11-18-13.*

Ordinance No. 2013-261 by Mr. Maloney. AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE LOCATED ON FALLINGWATER ROAD (PPN 396-14-015) IN THE CITY OF STRONGSVILLE, FROM SC (SHOPPING CENTER) CLASSIFICATION TO MS (MOTORIST SERVICE) CLASSIFICATION. (Strongsville Falling Water II, LTD., Owner. Proposed use: Hotel-Hampton Inn & Suites.) *First reading 11-18-13.*

Ordinance No. 2013-075 by Mayor Perciak and Mr. Daymut. AN ORDINANCE AMENDING SECTIONS 1262.04 AND 1262.05 OF CHAPTER 1262 OF TITLE SIX OF PART TWELVE-PLANNING AND ZONING CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE TO REVISE CERTAIN ACCESSORY USES INCLUDING REMOVAL OF RECREATION AND PHYSICAL FITNESS FACILITIES FROM GENERAL INDUSTRIAL (GI) AND GENERAL INDUSTRIAL-A (GI-A) DISTRICTS, AND DECLARING AN EMERGENCY, AS AMENDED. *First reading 03-18-13. Second reading 04-01-13; amended by substitution. Third reading 11-18-13.*

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

LJS
Attachments

RECEIVED

DEC - 6 2013

CITY OF STRONGSVILLE
CITY COUNCIL

MEMORANDUM

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

FROM: Carol Oprea, Administrative Assistant, Boards & Commissions

SUBJECT: Referrals to Council

DATE: December 6, 2013

Please be advised that at its meeting of December 5, 2013 the Strongsville Planning Commission gave Favorable Recommendation to the following;

ORDINANCE NO. 2013-260

An Ordinance Amending the Zoning Map of the City of Strongsville adopted by Section 1250.03 of Title Six, Part Twelve of the codified Ordinances of Strongsville to change the Zoning Classification of certain real estate located at 8000 Pearl Road in the City of Strongsville from MS (Motorist Service) Classification to CS (Commercial Service) Classification (Part of PPN 395-05-016 and from PF (Public Facilities) Classification to CS (Commercial Service) Classification (Part of PPN 395-06-016).

ORDINANCE NO. 2013-075

An Ordinance Amending Sections 1262.04 and 1262.05 of Chapter 1262 of Title Six of Part Twelve-Planning and Zoning Code of the Codified Ordinances of the City of Strongsville to Revise Certain Accessory Uses Including Removal of Recreation and Physical Fitness Facilities from General Industrial (GI) and General Industrial-A (GI-A) Districts.

Also at that meeting the Planning Commission Tabled the following to allow more time to study the Ordinance.

ORDINANCE NO. 2013-261

An Ordinance Amending the Zoning Map of the City of Strongsville adopted by Section 1250.03 of Title Six, Part Twelve of the codified Ordinances of Strongsville to change the Zoning Classification of certain real estate located on Fallingwater Road (PPN 396-14-015) in the City of Strongsville, from SC (Shopping Center) Classification to MS (Motorist Service) Classification.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2013 – 260

By: Mr. Maloney

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE LOCATED AT 8000 PEARL ROAD IN THE CITY OF STRONGSVILLE FROM MS (MOTORIST SERVICE) CLASSIFICATION TO CS (COMMERCIAL SERVICE) CLASSIFICATION (PART OF PPN 395-05-016) AND FROM PF (PUBLIC FACILITIES) CLASSIFICATION TO CS (COMMERCIAL SERVICE) CLASSIFICATION (PART OF PPN 395-05-016), AND DECLARING AN EMERGENCY.

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

Section 1. That the Zoning Map of the City of Strongsville, adopted by Section 1250.03 of Title Six, Part Twelve of the Codified Ordinances of Strongsville, be amended to change the zoning classification of certain property located at 8000 Pearl Road, in the City of Strongsville, from MS (Motorist Service) classification to CS (Commercial Service) classification (part of PPN 395-05-016) and from PF (Public Facilities) classification to CS (Commercial Service) classification (part of PPN 395-05-016), which property is more fully described in Exhibits "A" and "B" respectively, and depicted in Exhibit "C," all attached hereto and incorporated herein by reference.

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

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

Section 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2013 - ²⁶⁰
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rezone such property in order to provide for the orderly development of lots and lands within the City, to afford the applicant an opportunity to submit plans and commence construction, to enhance economic development within the City, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

First reading: November 18, 2013 Referred to Planning Commission

Second reading: December 16, 2013 Favorable Recommendation by PC

Third reading: _____ Approved: 12/05/13

Public Hearing: January 21, 2014

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
Clerk of Council

ORD. No.	<u>2013-260</u>	Removed:	_____
1st Rdg.	<u>11-18-13</u>	Ref:	<u>PC/PZE</u>
2nd Rdg.	<u>12-16-13</u>	Ref:	<u>PZE</u>
3rd Rdg.	_____	Red:	_____
Pub Hrg.	<u>01/21/14</u>	Ref:	_____
Adopted:	_____	Defeated:	_____

PETITION FOR ZONING CHANGE

Ordinance Number: 2013-260

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

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

Such change is necessary for the preservation and enjoyment of a substantial property right because: currently the previously existing parcels consisted of 3 lots and three separately zoned areas.

the various lots have been consolidated into one single lot and recorded in #201310100113 of the Cuyahoga

County Records and a single zoning district is appropriate for what is now a single parcel/lot.

Such change will not be materially detrimental to the public welfare nor to the property of other persons located in the vicinity because: it will provide consistency of zoning and create a single use.

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

1. Legal description & Tax Bill
2. Proof of recording from Cuyahoga County Office of the Fiscal Officer Recording Division
3. Lot consolidation Plat drawing & Site Plan (C102)

THE PROPOSED USE OF THE PROPERTY IS: Existing Auto Collision Repair facility with proposed building addition

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

Name: Matthew L. Weber, P.E. (Weber Engineering Services, LLC)

Address: 2555 Hartville Road, Suite B, Rootstown, OH 44272

Telephone Number: 330-329-2037

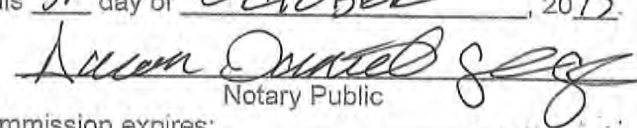

Signature of Owner(s)

State of Ohio)
County of Cuyahoga)

Sworn to and subscribed in my presence this 31ST day of OCTOBER, 2013.

AARON DANIEL SAGE
NOTARY PUBLIC • STATE OF OHIO

Recorded in Cuyahoga County
My commission expires Jan. 31, 2015


Notary Public

* Please pay particular attention to the details in item number 5 on page one. The certified list of property owners must be prepared by a title insurance company. Please provide a cover letter from the title insurance company verifying that said list was prepared by them.

PROPERTY DESCRIPTION FORM

Ordinance Number: 2013-260

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

Address of Property: 8000 Pearl Road

Permanent Parcel No.: 395-05-020

The property is bounded by the following streets: (indicate direction; i.e., north, south, etc.) North (Sprague Road) East (Pearl Road)

Number and type of buildings which now occupy property (if any): One (1) Single Story Metal Clad Building

Acreage: 2.5584 Acres

Said property (has) (had) the following deed restrictions affecting the use thereof (attach copy): NONE

Said deed restrictions (will) (have) expire(d) on: Not Applicable

Said property is presently under lease or otherwise encumbered as follows: Not Applicable

Owner(s)	Percent of Ownership:
1. <u>PDS Properties, Ltd. (Paul Struhar)</u>	<u>100</u> %
2. _____	_____ %
3. _____	_____ %


Signature of Owner(s)

State of Ohio)
County of Cuyahoga)

Sworn to and subscribed to in my presence this 31st day of OCTOBER, 2013.


Notary Public

My commission expires _____
AARON DANIEL SAGE
NOTARY PUBLIC • STATE OF OHIO
Recorded in Cuyahoga County
My commission expires Jan. 31, 2015

* Please pay particular attention to the details in item number 5 on page one. The certified list of property owners must be prepared by a title insurance company. Please provide a cover letter from the title insurance company verifying that said list was prepared by them.



**LEGAL DESCRIPTION
ZONING PARCEL 1
(TO BE REZONED FROM MS TO CS)
0.3664 ACRES**

Situated in the City of Strongsville, County of Cuyahoga, and State of Ohio, and known as being part of Lot A in the Lot Consolidation Plat for PDS Properties, LTD. of part of Original Strongsville Township Lot No. 50 as recorded in Volume 375 of Maps, Page 88 of Cuyahoga County Records and being more particularly described as follows:

Beginning on the center line of Pearl Road, also known as U. S. Route 42, at a 1" iron pin monument found at a point of curvature, said point of curvature being located at Station 343 + 21.21 on the State of Ohio Department of Highways Location Plan and Center Line Survey of CUY-42-5.18-9.88, dated October 1, 1951; thence northeasterly 35.29 feet along the center line of Pearl Road, along said curve concave to the west, having a radius of 1910.15 feet, a central angle of 1 degree 03 minutes 30 seconds, and a chord which bears North 31 degrees 03 minutes 03 seconds East, 35.28 feet; thence North 58 degrees 25 minutes 13 seconds West along the southwesterly line of land conveyed to David J. Enterprises, Inc. by deed dated June 18, 1977 and recorded in Volume 14487, Page 501 of Cuyahoga County Deed Records, a distance of 80.01 feet to a point on the northerly line of said Pearl Road, witness by a 5/8" iron pin found North 65 degrees 51 minutes West, 0.08 feet therefrom, said point also being the southeasterly corner of said Lot A; Thence along the westerly line of Pearl Road, with arc of a curve to the left, having a radius of 1830.15 feet, a central angle of 03 degrees 08 minutes 04 seconds, the chord of which bears North 28 degrees 54 minutes 29 seconds East 100.11 feet, an arc distance of 100.12 feet to the southeasterly corner of lands conveyed to PDS Properties, LTD. by deed recorded in AFN 201207060424 of Cuyahoga County Records and the PRINCIPAL PLACE OF BEGINNING of the parcel described herein;

Course 1) Thence along a southwesterly line of said lands conveyed to PDS Properties, LTD., North 58 degrees 25 minutes 13 seconds West a distance of 174.99 feet to an angle point therein;

Course 2) Thence North 31 degrees 34 minutes 47 seconds East a distance of 48.25 feet to the southwesterly line of lands conveyed to the City of Strongsville by deed recorded in Volume 10624, Page 463 of Cuyahoga County Deed Records;

Course 3) Thence along the southwesterly line of said City of Strongsville lands along the arc of a curve to the left having a radius of 330.00 feet, a central angle of 13 degrees 01 minutes 59 seconds, the chord of which bears North 75 degrees 02 minutes 38 seconds East 74.90 feet, an arc distance of 75.06 feet to the most southerly corner of land so conveyed to the City of Strongsville, witness by a 1/2" iron pin found South 12 degrees 08 minutes West, 0.46 feet therefrom;

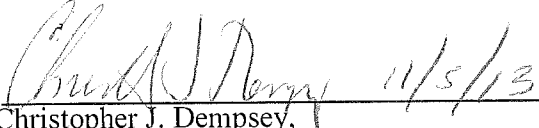
Course 4) Thence South 58 degrees 25 minutes 13 seconds East a distance of 112.95 feet to the

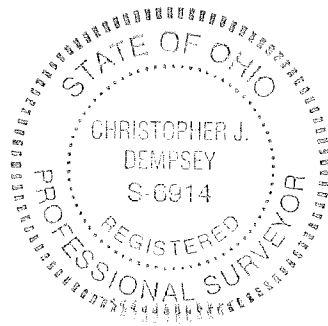
Professional Land Surveyors

westerly line of Pearl Road;

Course 5) Thence along the westerly line of Pearl Road, along the arc of a curve to the right having a radius of 1830.15 feet, a central angle of 03 degrees 13 minutes 48 seconds, the chord of which bears South 25 degrees 43 minutes 33 seconds West 103.16 feet, an arc distance of 103.17 feet to the principal place of beginning and containing 0.3664 acres, according to a survey by Christopher J. Dempsey, Professional Surveyor No. 6914 of Dempsey Surveying Company dated June 26, 2013, being the same more or less, but subject to all legal highways.

Note: bearings shown are to an assumed meridian and are used to denote angles only.


Christopher J. Dempsey,
Professional Surveyor No. 6914





**LEGAL DESCRIPTION
ZONING PARCEL 2
(TO BE REZONED FROM PF TO CS)
0.8664 ACRES**

Situated in the City of Strongsville, County of Cuyahoga, and State of Ohio, and known as being part of Lot A in the Lot Consolidation Plat for PDS Properties, LTD. of part of Original Strongsville Township Lot No. 50 as recorded in Volume 375 of Maps, Page 88 of Cuyahoga County Records and being more particularly described as follows:

Beginning on the center line of Pearl Road, also known as U. S. Route 42, at a 1" iron pin monument found at a point of curvature, said point of curvature being located at Station 343 + 21.21 on the State of Ohio Department of Highways Location Plan and Center Line Survey of CUY-42-5.18-9.88, dated October 1, 1951; thence northeasterly 35.29 feet along the center line of Pearl Road, along said curve concave to the west, having a radius of 1910.15 feet, a central angle of 1 degree 03 minutes 30 seconds, and a chord which bears North 31 degrees 03 minutes 03 seconds East, 35.28 feet; thence North 58 degrees 25 minutes 13 seconds West along the southwesterly line of land conveyed to David J. Enterprises, Inc. by deed dated June 18, 1977 and recorded in Volume 14487, Page 501 of Cuyahoga County Deed Records, a distance of 80.01 feet to a point on the northerly line of said Pearl Road, witness by a 5/8" iron pin found North 65 degrees 51 minutes West, 0.08 feet therefrom, said point also being the southeasterly corner of said Lot A; Thence along the westerly line of Pearl Road, with arc of a curve to the left, having a radius of 1830.15 feet, a central angle of 03 degrees 08 minutes 04 seconds, the chord of which bears North 28 degrees 54 minutes 29 seconds East 100.11 feet, an arc distance of 100.12 feet to the southeasterly corner of lands conveyed to PDS Properties, LTD. by deed recorded in AFN 201207060424 of Cuyahoga County Records; Thence continuing along the westerly line of Pearl Road with the arc of a curve to the left, having a radius of 1830.15 feet, a central angle of 03 degrees 13 minutes 48 seconds, the chord of which bears North 25 degrees 43 minutes 33 Seconds East 103.16 feet, an arc distance of 103.17 feet to the PRINCIPAL PLACE OF BEGINNING of the parcel described herein;


Course 1) Thence North 58 degrees 25 minutes 13 seconds West a distance of 112.95 feet to the most southerly corner of lands conveyed to the City of Strongsville by deed recorded in Volume 10624, Page 463 of Cuyahoga County Deed Records, witness by a 1/2 inch iron pin found South 12 degrees 08 minutes West, 0.46 feet therefrom;

Course 2); Thence along the southeasterly line of land so conveyed to the City of Strongsville, North 22 degrees 42 minutes 16 seconds East, a distance of 339.86 feet to a 5/8" capped iron pin set on the southerly line of Sprague Road, variable width;

Course 3) Thence along the southerly line of Sprague Road, North 89 degrees 35 minutes 08 seconds East, a distance of 86.02 feet to a 5/8" capped iron pin set on the westerly line of said Pearl Road;

Course 4) Thence along the westerly line of said Pearl Road along the arc of a curve to the right having a radius of 1830.15 feet, a central angle of 12 degrees 18 minutes 31 seconds, the chord of which bears South 17 degrees 57 minutes 24 seconds West 392.41 feet, an arc distance of 393.16 feet to the principal place of beginning and containing 0.8664 acres, according to a survey by Christopher J. Dempsey, Professional Surveyor No. 6914 of Dempsey Surveying Company dated June 26, 2013, being the same more or less, but subject to all legal highways.

Note: bearings shown are to an assumed meridian and are used to denote angles only.

 11/5/13

Christopher J. Dempsey,
Professional Surveyor No. 6914



**ZONING EXHIBIT
1.2328 ACRES**



NUMBER	DELTA ANGLE	CHORD DIRECTION	RADIUS	ARC LENGTH	CHORD LENGTH
C1	15°32'18"	N 19°34'18" E	1830.15	496.33	494.81
C2	03°08'04"	N 28°54'29" E	1830.15	100.12	100.11
C3	21°59'25"	S 87°26'40" E	330.00	126.65	125.68
C4	13°01'50"	N 75°02'38" E	330.00	75.06	74.90
C5	33°42'36"	N 43°31'21" E	255.00	150.03	147.87
C6	25°16'10"	S 18°56'42" W	1910.15	842.45	835.63
C7	01°03'30"	N 31°03'03" E	1910.15	35.29	35.28
C8	35°01'24"	N 86°02'20" E	330.00	201.72	198.59
C9	18°40'23"	S 21°08'20" W	1830.15	596.45	593.62
C10	12°18'31"	S 17°57'24" W	1830.15	393.16	392.41
C11	03°13'48"	S 25°43'33" W	1830.15	103.17	103.16

BOARD OF PARK COMMISSIONERS OF THE
CLEVELAND METROPOLITAN PARK DISTRICT
VOL. 3745, P. 296 C.C.R.
PPN 395-04-001

CITY OF STRONGSVILLE
AFN #200003200581 C.C.R.
PPN 395-05-001

CITY OF STRONGSVILLE
VOL. 10674, P. 463 C.C.R.
PPN 395-05-001

PDS PROPERTIES, LTD.
PPN 395-05-020

GARCIA & GARCIA
VOL. 94-06614, P. 6 C.C.R.
PPN 395-05-002

PDS PROPERTIES, LTD.
VOL. 98-3007, P. 23 C.C.R.
PPN 395-05-020

P.O.B. PARCELS 1&2

P.F.O.B. PARCEL 1

P.O.B. PARCEL 2

TOTAL AREA:
1.2328 AC.
(53,703 SQ. FT.)

PARCEL 2 TO BE
REZONED FROM
PF TO CS
0.8664 AC.
(37,742 SQ. FT.)

LOT CONSOLIDATION FOR PDS PROPERTIES, LTD.
VOL. 374, P. 88 C.C.M.R.

PARCEL 1 TO BE
REZONED FROM
MS TO CS
0.3864 AC.
(15,961 SQ. FT.)

PDS PROPERTIES, LTD.
AFN #201207060424 C.C.R.
PPN 395-05-016

SPRAGUE ROAD (WIDTH VARIES)

PEARL ROAD (U.S. 42) (WIDTH VARIES)

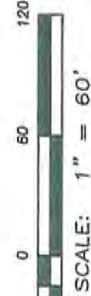


EXHIBIT C

DELMPEY/SURVEYING COMPANY
P. 215/225-1120 12815 DETROIT AVENUE
CLEVELAND, OH 44107-2020
P. 215/225-1131

DATE: 11-05-2013
FILE NO. 8260

CITY OF STRONGSVILLE
OFFICE OF THE COUNCIL

MEMORANDUM

TO: Planning Commission

FROM: Leslie Seefried, Clerk of Council

DATE: November 19, 2013

SUBJECT: Referrals from Council: Ordinance No. 2013-260, 2013-261, 2013-075

At its regular meeting of November 18, 2013, City Council referred the following Ordinances to the Planning Commission for its report and recommendation thereon:

Ordinance No. 2013-260 by Mr. Maloney. AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE LOCATED AT 8000 PEARL ROAD IN THE CITY OF STRONGSVILLE FROM MS (MOTORIST SERVICE) CLASSIFICATION TO CS (COMMERCIAL SERVICE) CLASSIFICATION (PART OF PPN 395-05-016) AND FROM PF (PUBLIC FACILITIES) CLASSIFICATION TO CS (COMMERCIAL SERVICE) CLASSIFICATION (PART OF PPN 395-05-016), AND DECLARING AN EMERGENCY. (PDS Properties, Ltd., Owner. Proposed use: Existing auto collision repair facility with proposed building addition.) *First reading 11-18-13.*

Ordinance No. 2013-261 by Mr. Maloney. AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE LOCATED ON FALLINGWATER ROAD (PPN 396-14-015) IN THE CITY OF STRONGSVILLE, FROM SC (SHOPPING CENTER) CLASSIFICATION TO MS (MOTORIST SERVICE) CLASSIFICATION. (Strongsville Falling Water II, LTD., Owner. Proposed use: Hotel-Hampton Inn & Suites.) *First reading 11-18-13.*

Ordinance No. 2013-075 by Mayor Perciak and Mr. Daymut. AN ORDINANCE AMENDING SECTIONS 1262.04 AND 1262.05 OF CHAPTER 1262 OF TITLE SIX OF PART TWELVE-PLANNING AND ZONING CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE TO REVISE CERTAIN ACCESSORY USES INCLUDING REMOVAL OF RECREATION AND PHYSICAL FITNESS FACILITIES FROM GENERAL INDUSTRIAL (GI) AND GENERAL INDUSTRIAL-A (GI-A) DISTRICTS, AND DECLARING AN EMERGENCY, AS AMENDED. *First reading 03-18-13. Second reading 04-01-13; amended by substitution. Third reading 11-18-13.*

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

LJS
Attachments

RECEIVED

DEC - 6 2013

CITY OF STRONGSVILLE
CITY COUNCIL

MEMORANDUM

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

FROM: Carol Oprea, Administrative Assistant, Boards & Commissions

SUBJECT: Referrals to Council

DATE: December 6, 2013

Please be advised that at its meeting of December 5, 2013 the Strongsville Planning Commission gave Favorable Recommendation to the following;

ORDINANCE NO. 2013-260

An Ordinance Amending the Zoning Map of the City of Strongsville adopted by Section 1250.03 of Title Six, Part Twelve of the codified Ordinances of Strongsville to change the Zoning Classification of certain real estate located at 8000 Pearl Road in the City of Strongsville from MS (Motorist Service) Classification to CS (Commercial Service) Classification (Part of PPN 395-05-016 and from PF (Public Facilities) Classification to CS (Commercial Service) Classification (Part of PPN 395-06-016).

ORDINANCE NO. 2013-075

An Ordinance Amending Sections 1262.04 and 1262.05 of Chapter 1262 of Title Six of Part Twelve-Planning and Zoning Code of the Codified Ordinances of the City of Strongsville to Revise Certain Accessory Uses Including Removal of Recreation and Physical Fitness Facilities from General Industrial (GI) and General Industrial-A (GI-A) Districts.

Also at that meeting the Planning Commission Tabled the following to allow more time to study the Ordinance.

ORDINANCE NO. 2013-261

An Ordinance Amending the Zoning Map of the City of Strongsville adopted by Section 1250.03 of Title Six, Part Twelve of the codified Ordinances of Strongsville to change the Zoning Classification of certain real estate located on Fallingwater Road (PPN 396-14-015) in the City of Strongsville, from SC (Shopping Center) Classification to MS (Motorist Service) Classification.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2013 - 214

By: Mr. Maloney

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE LOCATED AT 8422 PEARL ROAD (PART OF PPN 395-05-012), IN THE CITY OF STRONGSVILLE FROM R1-75 (ONE FAMILY 75) CLASSIFICATION TO GB (GENERAL BUSINESS) CLASSIFICATION.

WHEREAS, the owner of certain property located at the back of 8422 Pearl Road, being part of permanent parcel number 395-05-012, (the "property") has submitted a petition to the City requesting rezoning of the property from R1-75 (One Family 75) classification to GB (General Business) classification; and

WHEREAS, Article VIII, Section 6 of the City Charter provides that neither the Council, the Mayor, any Board, including Board of Appeals, or Commission appointed pursuant to this Charter, or any ordinance or resolution of this Municipality, nor any other agent, employee, person or organization acting for or on behalf of this Municipality, by whatever authority or purported authority, shall by ordinance, resolution, motion, proclamation, statement, legislative or administrative action, or variance effect a change in the zoning classification or district of any property or area in the City of Strongsville from R1-75 (One Family 75) or R1-100 (One Family 100) commonly known as single family residential, or by whatever other name called, to any other zoning classification or district unless the change or grant, after adoption in accordance with applicable administrative and/or legislative procedures, is approved at a regularly scheduled election by a majority vote of the electors voting thereon, in the City of Strongsville and in each ward in which the change is applicable to property in the ward;

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

Section 1. That the Zoning Map of the City of Strongsville, adopted by Section 1250.03 of Title Six, Part Twelve of the Codified Ordinances of Strongsville, be amended to change the zoning classification from R1-75 (One Family 75) classification to GB (General Business) classification, of certain property described in Exhibit "A" and depicted in Exhibit B, attached hereto and incorporated herein as if fully rewritten; provided that such amendment is approved at a regularly scheduled election by a majority vote of the electors voting thereon in the City of Strongsville and in each ward in which the change is applicable to the property in the ward.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2013 - 214
Page 2

Section 2. That, after approval by the electors as set forth in Section 1 above, the Clerk of Council is hereby authorized to cause the necessary changes on the Zoning Map to be made in order to reflect the zoning change in classification as provided in this Ordinance.

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

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

First reading: October 7, 2013 Referred to Planning Commission

Second reading: November 18, 2013 Favorable Recommendation by PC

Third reading: _____ Approved: November 7, 2013

Public Hearing: January 6, 2014

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
Clerk of Council

ORD. No. <u>2013-214</u>	Removed: _____
1st Rdg. <u>10-07-13</u>	Ref: <u>PC/PZE</u>
2nd Rdg. <u>11-18-13</u>	Ref: <u>PZE</u>
3rd Rdg. _____	Red: _____
Pub Hrg. <u>01-06-14</u>	Ref: _____
Adopted: _____	Defeated: _____

PROPERTY DESCRIPTION FORM

Ordinance Number: 2013-214

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

Address of Property: 8422 Pearl Road, Strongsville, Ohio 44136

Permanent Parcel No.: 395-05-012

The property is bounded by the following streets: (indicate direction; i.e., north, south, etc.)
Pearl Road on the Southeast. Property is land-locked on all other sides.

Number and type of buildings which now occupy property (if any): 1 personal residence

Acreage: 2.1057

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

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

Said property is presently under lease or otherwise encumbered as follows: (1) Mortgage to Amerquest Mortgage Company in the amount of \$35,600 filed as Instrument 200508170636, and (2) Mortgage to Amerquest Mortgage Company in the amount of \$142,400 filed as Instrument 200508170635

Owner(s)
1. Nicholas North America
2. _____
3. _____

Percent of Ownership:
_____ 100 %
_____ %
_____ %

[Signature]
Signature of Owner(s)

State of Ohio)
County of Cuyahoga)



Sworn to and subscribed to in my presence this 6 day of September, 2013

NICHOLAS R. CATANZARITE,
Attorney At Law
Notary Public, State of Ohio
My commission has
no expiration date.
Section 147.03 O.R.C.

[Signature]
Notary Public

My commission expires: never

* Please pay particular attention to the details in item number 5 on page one. The certified list of property owners must be prepared by a title insurance company. Please provide a cover letter from the title insurance company verifying that said list was prepared by them.

PETITION FOR ZONING CHANGE

Ordinance Number: 2013-214

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

I/We, the undersigned owner(s) of the property set above our names on the Property Description Form attached to this document, hereby petition your Honorable Body that said property be changed from a class R1-75 use to a class GB use.

Such change is necessary for the preservation and enjoyment of a substantial property right because: The property is located within a commercial district and the highest and best use of the property is a use consistent with a general business zoning designation.

Such change will not be materially detrimental to the public welfare nor to the property of other persons located in the vicinity because: It is consistent with the current use of immediately surrounding properties.

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

1. _____
2. _____
3. _____

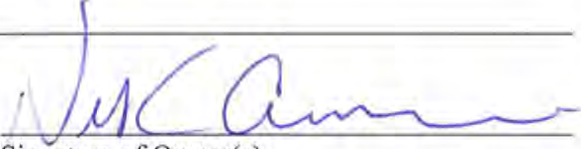
THE PROPOSED USE OF THE PROPERTY IS: A use consistent with a general business zoning district.

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

Name: Nicholas R. Catanzarite

Address: 1301 E. 9th Street, Suite 3500, Cleveland, OH 44114

Telephone Number: 216-928-2981


Signature of Owner(s)

State of Ohio)
County of Cuyahoga)

SWORN TO AND SUBSCRIBED in my presence this 6 day of September, 2013



NICHOLAS R. CATANZARITE,
Attorney At Law
Notary Public, State of Ohio
My commission expires
no expiration date.
Section 147.03 O.R.C.


Notary Public
My commission expires: never

* Please see, particularly, Notary Public details on Ohio number 5 on page one. The certified list of property owners must be prepared by a title insurance company. Please provide a cover letter from the title insurance company verifying that said list was prepared by them.

The Western Reserve Surveying Co.

4705 STATE ROAD
CLEVELAND, OHIO 44109
PHONE: 216 / 741-0110 741-3243
FAX: 216 / 741-3926

A-4209
September 24, 2013

LEGAL DESCRIPTION OF PARCEL ZONED R1-75

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio and known as being part of Original Strongsville Township Lot No. 50 and more fully described as follows:

Beginning in the centerline of Pearl Road, aka Wooster Pike (width varies), at a point distant North $31^{\circ}-39'-20''$ East along said centerline of Pearl Road, 440.00 feet from its intersection with the centerline of Strongsville Boulevard (60 feet wide), as shown dedicated in Volume 111 of Maps, Page 16 of Cuyahoga County Records, said place of beginning being also the most Southerly corner of a parcel of land conveyed to Parkside Towers Apartments by deed recorded in Volume 12908, Page 143 of Cuyahoga County Records;

Thence North $58^{\circ}-20'-40''$ West along the Southwesterly line of said parcel conveyed to Parkside Towers Apartments 350.00 feet to a point and the principal place of beginning;

Thence South $31^{\circ}-39'-20''$ West parallal with the centerline of Pearl Road, as aforesaid, 133.05 feet to the Northeasterly line of a parcel of land conveyed to George Papas by deed recorded in Volume 86-5336, Page 40 of Cuyahoga County Records;

Thence North $63^{\circ}-44'-18''$ West along the Northeasterly line of said land conveyed to George Papas, 343.06 feet to a point;

Thence North $31^{\circ}-39'-20''$ East, 165.31 feet to a point in the Southwesterly line of said land conveyed to Parkside Towers Apartments;

Thence South $58^{\circ}-20'-40''$ East along said Southwesterly line of land conveyed to Parkside Towers Apartments 341.52 feet to a point and the principal place of beginning and containing 1.1696 acres of land, be the same more or less, but subject to all legal highways.

EXHIBIT A

LEGEND:

- - INDICATES 5/8" ϕ IRON PIN WITH CAP SET UNLESS NOTED

MAP OF SURVEY

FOR

NICHOLAS NORTH AMERICA

SITUATED IN THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO AND KNOWN AS BEING PART OF ORIGINAL STRONGSVILLE TOWNSHIP LOT NO 50

Portion to be re-zoned from R1-75 to GB

1/2" ϕ I. PIN FND.
0.31' S., 0.40' W.

N 31°-39'-20" E

3/4" I. PIPE FND.
0.07' N., 0.15' E

160.31' DEED \neq USED

N 63°-44'-18" W

691.52' DEED \neq USED

P.P.N. 395-05-012
NICHOLAS NORTH AMERICA
A.F.N. 20050810632
C.C.D.R.

P.P.N. 395-05-003

WORKSIDE TOWERS APARTMENT
VOL. 12908, PG. 143
C.C.D.R.

HN. 8422

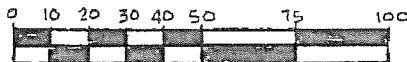
318.27'

S 58°-28'-40" E

335

1" ϕ I. PIN MON.
FND \neq USED @ P.C.

The Western Reserve
Surveying Co.
CLEVELAND, OHIO



SCALE IN FEET
SCALE: 1" = 50'
SEPT. 2005

P.P.N. 395-05-019
GEORGE PAPAS
VOL. 86-5336, PG. 40
C.C.D.R.

694.62' DEED \neq USED

319.69'

R/W

55.25'

100.00' DEED \neq USED

440.00' DEED \neq USED

931°-39'-20" W

2567.88' OBS.

PEARL ROAD (WIDTH VARIES)
FORMERLY WOOSTER PIKE RD.

EXHIBIT B

CITY OF STRONGSVILLE
OFFICE OF THE COUNCIL

MEMORANDUM

TO: Planning Commission

FROM: Leslie Seefried, Clerk of Council

DATE: October 8, 2013

SUBJECT: Referral from Council: Ordinance No. 2013-214

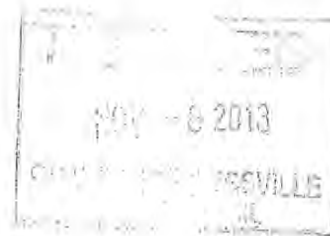
At its regular meeting of October 7, 2013, City Council referred the following Ordinance to the Planning Commission for its report and recommendation thereon:

Ordinance No. 2013-214 by Mr. Maloney. AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE LOCATED AT 8422 PEARL ROAD (PART OF PPN 395-05-012), IN THE CITY OF STRONGSVILLE FROM R1-75 (ONE FAMILY 75) CLASSIFICATION TO GB (GENERAL BUSINESS) CLASSIFICATION. (Nicholas North America, Owner. Proposed use consistent with a general business zoning district.) *First reading 10-07-13.*

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

LJS
Attachment

MEMORANDUM



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

FROM: Carol Oprea, Administrative Assistant, Boards & Commissions

SUBJECT: Referrals to Council

DATE: November 8, 2013

Please be advised that at its meeting of November 7, 2013 the Strongsville Planning Commission gave Favorable Recommendation to the following;

ORDINANCE NO. 2013-214

An Ordinance Amending the Zoning Map of the City of Strongsville adopted by Section 1250.03 of Title Six, Part Twelve of the Codified Ordinances of Strongsville to change the Zoning Classification of certain real estate located at 8422 Pearl Road (Part of PPN 395-05-012), in the City of Strongsville from R1-75 (One Family 75) Classification to GB (General Business) Classification.

ORDINANCE NO. 2013-241

An Ordinance Amending Section 1256.04 of Title Six Part Twelve-Planning and Zoning Code, of the Codified Ordinances of the City of Strongsville concerning Yard Regulations in a Public Facilities District.

Legal Advertisement

CITY OF STRONGSVILLE, OHIO

NOTICE OF PUBLIC HEARING

Notice is hereby given that a Public Hearing will be conducted by the Council of the City of Strongsville on **Monday, January 6, 2014 at 8:00 p.m., current time**, in the Mike Kalinich Sr. City Council Chamber, 18688 Royalton Road, Strongsville, Ohio, upon the following Ordinance, which has been introduced in and is currently pending before the Council, entitled:

Ordinance No. 2013-214. AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE LOCATED AT 8422 PEARL ROAD (PART OF PPN 395-05-012), IN THE CITY OF STRONGSVILLE FROM R1-75 (ONE FAMILY 75) CLASSIFICATION TO GB (GENERAL BUSINESS) CLASSIFICATION. (Nicholas North America, Owner. Proposed use consistent with a general business zoning district.) *First reading 10-07-13. Favorable recommendation by Planning Commission 11-07-13. Second reading 11-18-13.*

The ordinance is on file in the office of the Clerk of Council at the Strongsville Service Center, 16099 Foltz Parkway, Strongsville, Ohio, for public inspection.

Any person desiring to be heard on the subject of the proposed rezoning, or who may wish to object thereto, may appear at the time and place set forth above.

BY ORDER OF THE COUNCIL OF THE CITY OF STRONGSVILLE, OHIO:

Leslie J. Seefried, MMC
Clerk of Council

Editor's Note: To be published in the Strongsville Post on
December 7 and December 14, 2013.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2013 – 214

By: Mr. Maloney

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE LOCATED AT 8422 PEARL ROAD (PART OF PPN 395-05-012), IN THE CITY OF STRONGSVILLE FROM R1-75 (ONE FAMILY 75) CLASSIFICATION TO GB (GENERAL BUSINESS) CLASSIFICATION, AND DECLARING AN EMERGENCY, **AS AMENDED.**

WHEREAS, the owner of certain property located at the back of 8422 Pearl Road, being part of permanent parcel number 395-05-012, (the "property") has submitted a petition to the City requesting rezoning of the property from R1-75 (One Family 75) classification to GB (General Business) classification; and

WHEREAS, Article VIII, Section 6 of the City Charter provides that neither the Council, the Mayor, any Board, including Board of Appeals, or Commission appointed pursuant to this Charter, or any ordinance or resolution of this Municipality, nor any other agent, employee, person or organization acting for or on behalf of this Municipality, by whatever authority or purported authority, shall by ordinance, resolution, motion, proclamation, statement, legislative or administrative action, or variance effect a change in the zoning classification or district of any property or area in the City of Strongsville from R1-75 (One Family 75) or R1-100 (One Family 100) commonly known as single family residential, or by whatever other name called, to any other zoning classification or district unless the change or grant, after adoption in accordance with applicable administrative and/or legislative procedures, is approved at a regularly scheduled election by a majority vote of the electors voting thereon, in the City of Strongsville and in each ward in which the change is applicable to property in the ward;

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

Section 1. That the Zoning Map of the City of Strongsville, adopted by Section 1250.03 of Title Six, Part Twelve of the Codified Ordinances of Strongsville, be amended to change the zoning classification from R1-75 (One Family 75) classification to GB (General Business) classification, of certain property described in Exhibit "A" and depicted in Exhibit B, attached hereto and incorporated herein as if fully rewritten; provided that such amendment is approved at a regularly scheduled election by a majority vote of the electors voting thereon in the City of Strongsville and in each ward in which the change is applicable to the property in the ward.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2013 - 214
Page 2

Section 2. That, after approval by the electors as set forth in Section 1 above, the Clerk of Council is hereby authorized to cause the necessary changes on the Zoning Map to be made in order to reflect the zoning change in classification as provided in this Ordinance.

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

Section 4. That this Ordinance shall take effect and be in force from and after the earliest period allowed by law. *That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to process rezoning of such property in order to meet the deadline for submittal of this issue to the ballot in accordance with law, to enhance economic development within the City, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.*

First reading: October 7, 2013 Referred to Planning Commission
(orig)

Second reading: November 18, 2013 Favorable Recommendation by PC
(orig)

Third reading: _____ Approved: November 7, 2013

Public Hearing: January 6, 2014
(orig)

President of Council
Approved: _____
Mayor

Date Passed: _____ Date Approved: _____

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

Attest: _____
Clerk of Council
ORD. NO. 2013-214
1st Rdg. 10-07-13 Ref: PC/P2E
2nd Rdg. 11-18-13 Ref: P2E
3rd Rdg. _____ Ref: _____
Pub Hrg. 01-06-14 Ref: _____
Adopted: _____ Defeated: _____

PROPERTY DESCRIPTION FORM

Ordinance Number: 2013-214

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

Address of Property: 8422 Pearl Road, Strongsville, Ohio 44136

Permanent Parcel No.: 395-05-012

The property is bounded by the following streets: (indicate direction; i.e., north, south, etc.)
Pearl Road on the Southeast. Property is land-locked on all other sides.

Number and type of buildings which now occupy property (if any): 1 personal residence

Acreage: 2.1057

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

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

Said property is presently under lease or otherwise encumbered as follows: (1) Mortgage to Ameriquist Mortgage Company in the amount of \$35,600 filed as Instrument 200508170636, and (2) Mortgage to Ameriquist Mortgage Company in the amount of \$142,400 filed as Instrument 200508170635

Owner(s)
1. Nicholas North America
2. _____
3. _____

Percent of Ownership:
_____ 100 %
_____ %
_____ %

Nicholas North America
Signature of Owner(s)

State of Ohio)
County of Cuyahoga)



NICHOLAS R. CATANZARITE,
Attorney At Law
Notary Public, State of Ohio
My commission has
no expiration date.
Section 147.03 O.R.C.

Subscribed to in my presence this 6 day of September, 2013.

Nicholas North America
Notary Public

My commission expires: never

* Please pay particular attention to the details in item number 5 on page one. The certified list of property owners must be prepared by a title insurance company. Please provide a cover letter from the title insurance company verifying that said list was prepared by them.

PETITION FOR ZONING CHANGE

Ordinance Number: 2013-214

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

I/We, the undersigned owner(s) of the property set above our names on the Property Description Form attached to this document, hereby petition your Honorable Body that said property be changed from a class R1-75 use to a class GB use.

Such change is necessary for the preservation and enjoyment of a substantial property right because: The property is located within a commercial district and the highest and best use of the property is a use consistent with a general business zoning designation.

Such change will not be materially detrimental to the public welfare nor to the property of other persons located in the vicinity because: It is consistent with the current use of immediately surrounding properties.

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

1. _____
2. _____
3. _____

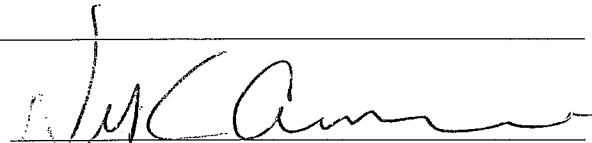
THE PROPOSED USE OF THE PROPERTY IS: A use consistent with a general business zoning district.

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

Name: Nicholas R. Catanzarite

Address: 1301 E. 9th Street, Suite 3500, Cleveland, OH 44114

Telephone Number: 216-928-2981

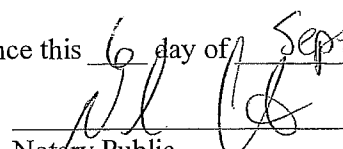

Signature of Owner(s)

State of Ohio)
County of Cuyahoga)

SWORN TO AND SUBSCRIBED in my presence this 6 day of September, 2013



NICHOLAS R. CATANZARITE,
Attorney At Law
Notary Public, State of Ohio
My commission has
no expiration date.
Section 147.03 O.R.C.


Notary Public

My commission expires: never

* If the title insurance company number 5 on page one. The certified list of property owners must be provided. Please provide a cover letter from the title insurance company verifying the information was prepared by them.

The Western Reserve Surveying Co.

4705 STATE ROAD
CLEVELAND, OHIO 44109
PHONE: 216 / 741-0110 741-3243
FAX: 216 / 741-3926

A-4209
September 24, 2013

LEGAL DESCRIPTION OF PARCEL ZONED R1-75

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio and known as being part of Original Strongsville Township Lot No. 50 and more fully described as follows:

Beginning in the centerline of Pearl Road, aka Wooster Pike (width varies), at a point distant North $31^{\circ}-39'-20''$ East along said centerline of Pearl Road, 440.00 feet from its intersection with the centerline of Strongsville Boulevard (60 feet wide), as shown dedicated in Volume 111 of Maps, Page 16 of Cuyahoga County Records, said place of beginning being also the most Southerly corner of a parcel of land conveyed to Parkside Towers Apartments by deed recorded in Volume 12908, Page 143 of Cuyahoga County Records;

Thence North $58^{\circ}-20'-40''$ West along the Southwesterly line of said parcel conveyed to Parkside Towers Apartments 350.00 feet to a point and the principal place of beginning;

Thence South $31^{\circ}-39'-20''$ West parallal with the centerline of Pearl Road, as aforesaid, 133.05 feet to the Northeasterly line of a parcel of land conveyed to George Papas by deed recorded in Volume 86-5336, Page 40 of Cuyahoga County Records;

Thence North $63^{\circ}-44'-18''$ West along the Northeasterly line of said land conveyed to George Papas, 343.06 feet to a point;

Thence North $31^{\circ}-39'-20''$ East, 165.31 feet to a point in the Southwesterly line of said land conveyed to Parkside Towers Apartments;

Thence South $58^{\circ}-20'-40''$ East along said Southwesterly line of land conveyed to Parkside Towers Apartments 341.52 feet to a point and the principal place of beginning and containing 1.1696 acres of land, be the same more or less, but subject to all legal highways.

EXHIBIT A

LEGEND:

- - INDICATES 5/8" ϕ IRON PIN WITH CAP SET UNLESS NOTED

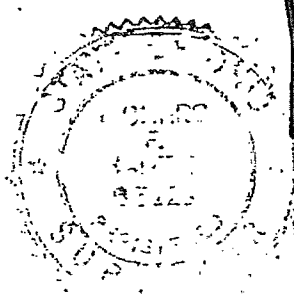
Portion to be re-zoned from R1-75 to GB

MAP OF SURVEY

FOR

NICHOLAS NORTH AMERICA

SITUATED IN THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO AND KNOWN AS BEING PART OF ORIGINAL STRONGSVILLE TOWNSHIP LOT NO 50



1/2" ϕ I. PIN FND.
0.3' S., 0.40' W.

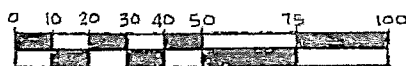
3/4" I. PIPE FND.
0.07' N., 0.15' E



P.P.N. 395-05-010
STRONGSVILLE (POST 3345)
VETERANS OF FOREIGN WARS
OF UNITED STATES
VOL. 15258 PG. 401
C.C.D.R.

The Western Reserve
Surveying Co.

CLEVELAND, OHIO



SCALE IN FEET
SCALE: 1" = 50'
SEPT. 2005

P.P.N. 395-05-019
GEORGE PAPAS
VOL. 86-5336, PG. 40
C.C.D.R.

P.P.N. 395-05-012
NICHOLAS NORTH AMERICA
AFN. 2005087063A
C.C.R.
HN. 8422

P.P.N. 395-05-003
PARKSIDE TOWERS APARTMENT
VOL. 12908, PG. 143
C.C.D.R.

1/2" ϕ I. PIN
MON. FND. (USE IT)
WHITNEY RD.

1" ϕ I. PIN MON. FND.

STRONGSVILLE BLVD.

R/W

340.00' REC. \neq USED

100.00' DEED \neq USED

440.00' DEED \neq USED

931°-39'-20" W

2567.88' OBS.

PEARL ROAD (WIDTH VARIES)
FORMERLY WOOSTER PIKE RD.

1" ϕ I. PIN MON.
FND \neq USED @ P.C.

EXHIBIT B

CITY OF STRONGSVILLE
OFFICE OF THE COUNCIL

MEMORANDUM

TO: Planning Commission

FROM: Leslie Seefried, Clerk of Council

DATE: October 8, 2013

SUBJECT: Referral from Council: Ordinance No. 2013-214

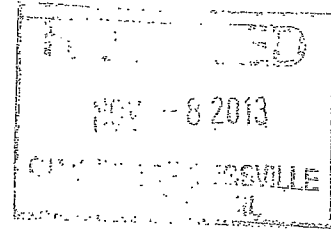
At its regular meeting of October 7, 2013, City Council referred the following Ordinance to the Planning Commission for its report and recommendation thereon:

Ordinance No. 2013-214 by Mr. Maloney. AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE LOCATED AT 8422 PEARL ROAD (PART OF PPN 395-05-012), IN THE CITY OF STRONGSVILLE FROM R1-75 (ONE FAMILY 75) CLASSIFICATION TO GB (GENERAL BUSINESS) CLASSIFICATION. (Nicholas North America, Owner. Proposed use consistent with a general business zoning district.) *First reading 10-07-13.*

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

LJS
Attachment

MEMORANDUM



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

FROM: Carol Oprea, Administrative Assistant, Boards & Commissions

SUBJECT: Referrals to Council

DATE: November 8, 2013

Please be advised that at its meeting of November 7, 2013 the Strongsville Planning Commission gave Favorable Recommendation to the following;

ORDINANCE NO. 2013-214

An Ordinance Amending the Zoning Map of the City of Strongsville adopted by Section 1250.03 of Title Six, Part Twelve of the Codified Ordinances of Strongsville to change the Zoning Classification of certain real estate located at 8422 Pearl Road (Part of PPN 395-05-012), in the City of Strongsville from R1-75 (One Family 75) Classification to GB (General Business) Classification.

ORDINANCE NO. 2013-241

An Ordinance Amending Section 1256.04 of Title Six Part Twelve-Planning and Zoning Code, of the Codified Ordinances of the City of Strongsville concerning Yard Regulations in a Public Facilities District.

Legal Advertisement

CITY OF STRONGSVILLE, OHIO

NOTICE OF PUBLIC HEARING

Notice is hereby given that a Public Hearing will be conducted by the Council of the City of Strongsville on **Monday, January 6, 2014 at 8:00 p.m., current time**, in the Mike Kalinich Sr. City Council Chamber, 18688 Royalton Road, Strongsville, Ohio, upon the following Ordinance, which has been introduced in and is currently pending before the Council, entitled:

Ordinance No. 2013-214. AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE LOCATED AT 8422 PEARL ROAD (PART OF PPN 395-05-012), IN THE CITY OF STRONGSVILLE FROM R1-75 (ONE FAMILY 75) CLASSIFICATION TO GB (GENERAL BUSINESS) CLASSIFICATION. (Nicholas North America, Owner. Proposed use consistent with a general business zoning district.) *First reading 10-07-13. Favorable recommendation by Planning Commission 11-07-13. Second reading 11-18-13.*

The ordinance is on file in the office of the Clerk of Council at the Strongsville Service Center, 16099 Foltz Parkway, Strongsville, Ohio, for public inspection.

Any person desiring to be heard on the subject of the proposed rezoning, or who may wish to object thereto, may appear at the time and place set forth above.

BY ORDER OF THE COUNCIL OF THE CITY OF STRONGSVILLE, OHIO:

Leslie J. Seefried, MMC
Clerk of Council

Editor's Note: To be published in the Strongsville Post on
December 7 and December 14, 2013.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2013 – 241

By: Mayor Perciak and Mr. Maloney

AN ORDINANCE AMENDING SECTION 1256.04 OF TITLE SIX OF PART TWELVE-PLANNING AND ZONING CODE, OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE CONCERNING YARD REGULATIONS IN A PUBLIC FACILITIES DISTRICT.

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

Section 1. That Section 1256.04 of Title Six of Part Twelve-Planning and Zoning Code of the Codified Ordinances of the City of Strongsville be and is hereby amended to read in its entirety as follows:

* * *

1256.04 YARD REGULATIONS.

(a) Front Yards. The front yard setback shall be not less than the required front yard setback for any adjacent use district.

(b) Side and Rear Yards. The yards for each public facility building shall be not less than the criteria set forth in the following schedule ~~when adjacent to any One or Two-Family Residential District:~~

Main Buildings and Uses	Minimum Yard – Side and Rear (ft.)	
	Adjacent to Residential Districts	Adjacent to Non-Residential Districts
Governmental: Administrative Buildings	50	10
Civic: Nonassembly Buildings, Assembly Buildings and Churches	50 75 50	10 20 10
Educational: Public, Private and Parochial Schools	75	10
Welfare: General Hospitals, Special Hospitals and Homes for Children and the Aged	75 200 50	20 30 10
Recreational: Buildings	75	10

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2013 - 241
Page 2

(c) Open Uses. Driveways and parking areas serving the public facility may be located within the side or rear yard set forth in the above schedule, but driveways shall be located not less than ten feet and parking areas not less than twenty feet from any adjacent lot line, and play areas shall not be located less than fifty feet from any adjacent boundary line of a Residential District.

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

* * *

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

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

First reading: November 4, 2013

Second reading: November 18, 2013

Third reading: _____

Public Hearing: January 6, 2014

Referred to Planning Commission

Favorable Recommendation by PC

Approved: November 7, 2013

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
Clerk of Council

ORD. No.	<u>2013-241</u>	Removed:	_____
1st Rdg.	<u>11-04-13</u>	Ref:	<u>PC/P2E</u>
2nd Rdg.	<u>11-18-13</u>	Ref:	<u>P2E</u>
3rd Rdg.	_____	Red:	_____
Pub Hrg.	<u>01-06-14</u>	Ref:	_____
Adopted:	_____	Defeated:	_____

CITY OF STRONGSVILLE
OFFICE OF THE COUNCIL

MEMORANDUM

TO: Planning Commission

FROM: Leslie Seefried, Clerk of Council

DATE: November 5, 2013

SUBJECT: Referral from Council: Ordinance No. 2013-241

At its regular meeting of November 4, 2013, City Council referred the following Ordinance to the Planning Commission for its report and recommendation thereon:

Ordinance No. 2013-241 by Mayor Perciak and Mr. Maloney. AN ORDINANCE AMENDING SECTION 1256.04 OF TITLE SIX OF PART TWELVE-PLANNING AND ZONING CODE, OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE CONCERNING YARD REGULATIONS IN A PUBLIC FACILITIES DISTRICT. *First reading 11-04-13.*

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

LJS
Attachment

MEMORANDUM



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

FROM: Carol Oprea, Administrative Assistant, Boards & Commissions

SUBJECT: Referrals to Council

DATE: November 8, 2013

Please be advised that at its meeting of November 7, 2013 the Strongsville Planning Commission gave Favorable Recommendation to the following;

ORDINANCE NO. 2013-214

An Ordinance Amending the Zoning Map of the City of Strongsville adopted by Section 1250.03 of Title Six, Part Twelve of the Codified Ordinances of Strongsville to change the Zoning Classification of certain real estate located at 8422 Pearl Road (Part of PPN 395-05-012), in the City of Strongsville from R1-75 (One Family 75) Classification to GB (General Business) Classification.

ORDINANCE NO. 2013-241

An Ordinance Amending Section 1256.04 of Title Six Part Twelve-Planning and Zoning Code, of the Codified Ordinances of the City of Strongsville concerning Yard Regulations in a Public Facilities District.

Legal Advertisement

CITY OF STRONGSVILLE, OHIO

NOTICE OF PUBLIC HEARING

Notice is hereby given that a Public Hearing will be conducted by the Council of the City of Strongsville on **Monday, January 6, 2014 at 8:00 p.m., current time**, in the Mike Kalinich Sr. City Council Chamber, 18688 Royalton Road, Strongsville, Ohio, upon the following Ordinance, which has been introduced in and is currently pending before the Council, entitled:

Ordinance No. 2013-241. AN ORDINANCE AMENDING SECTION 1256.04 OF TITLE SIX OF PART TWELVE-PLANNING AND ZONING CODE, OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE CONCERNING YARD REGULATIONS IN A PUBLIC FACILITIES DISTRICT. *First reading 11-04-13. Favorable recommendation by Planning Commission 11-07-13. Second reading 11-18-13.*

The ordinance is on file in the office of the Clerk of Council at the Strongsville Service Center, 16099 Foltz Parkway, Strongsville, Ohio, for public inspection.

Any person desiring to be heard on the subject of the proposed amendment, or who may wish to object thereto, may appear at the time and place set forth above.

BY ORDER OF THE COUNCIL OF THE CITY OF STRONGSVILLE, OHIO:

Leslie J. Seefried, MMC
Clerk of Council

Editor's Note: To be published in the Strongsville Post on
December 7 and December 14, 2013.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2013 – 273

By: Mr. Maloney

AN ORDINANCE APPROVING AND AUTHORIZING THE GRANT OF A REVOCABLE LICENSE TO PDS PROPERTIES, LTD. DBA CARSTAR COLLISION FOR USE OF PUBLIC PROPERTY IN CONNECTION WITH A BUSINESS GROUND SIGN, SEPARATE LANDSCAPING, AND APPURTENANCES; AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT IN FURTHERANCE THEREOF; AND DECLARING AN EMERGENCY.

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

Section 1. That this Council hereby approves and authorizes the grant of a revocable license to **PDS PROPERTIES, LTD. dba CARSTAR COLLISION**, a business within the City of Strongsville, for the use of a portion of public property and right-of-way located near its property at 8000 Pearl Road, for purposes of the erection, maintenance and repair of a ground sign, separate landscaping, and appurtenances, upon the terms and conditions set forth in the License Agreement, attached hereto as Exhibit "A" and incorporated herein by reference, which in all respects is approved.

Section 2. That the Mayor be and is hereby authorized to enter into and execute the License Agreement and to do all things necessary to carry out the provisions thereof.

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

Section 4. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that the immediate grant of the aforesaid license is necessary to allow the aforesaid signage, landscaping and appurtenances on the public premises. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2013 - 273
Page 2

President of Council

Approved: _____
Mayor

Date Passed: _____ Date Approved: _____

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

Attest: _____
Clerk of Council

ORD. No. 2013-273 Removed: _____
1st Rdg. 12-2-13 Ref: PZE
2nd Rdg. 12-16-13 Ref: PZE
3rd Rdg. _____ Red: _____

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

LICENSE AGREEMENT

Agreement made this 14th day of NOVEMBER, 2013, between the **CITY OF STRONGSVILLE**, County of Cuyahoga, State of Ohio, an Ohio municipal corporation located at 16099 Foltz Parkway, Strongsville, Ohio 44149, herein called "City," and **PDS PROPERTIES, LTD. dba CARSTAR COLLISION**, an Ohio limited liability company, located at 8000 Pearl Road, Strongsville, Ohio 44136, herein called "Licensee."

SECTION ONE

Grant of License; Description of Premises

City hereby grants to Licensee a license to occupy and use, subject to all of the terms and conditions hereof, the public right-of-way reflected in Exhibit 1, attached hereto and incorporated herein by reference, and as approved by the Planning Commission (the "Premises").

SECTION TWO

Limitation to Described Purpose

The Premises may be occupied and used by Licensee solely for the erection, maintenance and repair of a business ground sign, separate landscaping and appurtenances in, on, over and under the Premises and for incidental purposes related thereto as depicted in Exhibit 1, during the period beginning November 19, 2013, and continuing until this Agreement is terminated as hereinafter provided.

SECTION THREE

Periodic Payments

Licensee shall pay City for this license at the rate of Twelve and No/100 Dollars (\$12.00) per year payable in advance. The first payment shall be made on the date of the beginning of the period specified above. Subsequent payments shall be made in advance on the first day of November of each year thereafter during the continuance of this Agreement.

SECTION FOUR

EXISTING SIGN AND LANDSCAPING

The sign, landscaping and appurtenances in, on, under and over the Premises are already constructed, and shall be reconstructed, maintained and repaired in accordance with plans and specifications approved by the City; and such signage, landscaping and appurtenances shall be maintained so that there will be no danger of the same obstructing the view of pedestrian and/or vehicular traffic or otherwise posing a hazard or risk to the safety of the public. The expense of construction shall be borne solely by the Licensee.

SECTION FIVE

Maintenance by Licensee

The signage, landscaping and appurtenances shall be maintained in good repair by the Licensee at its sole cost and expense. In furtherance thereof, Licensee agrees to provide the necessary labor and materials to continuously maintain the signage, Premises, landscape care, and any and all other related appurtenances in a good, safe and sanitary condition and repair throughout the term of this License. In the maintenance of the Premises and the landscaping therein, no changes shall be made in existing structures or plantings without the written authorization of the Building Commissioner and such other appropriate body as the circumstances require. If the Building Commissioner finds that the signage and appurtenances obstruct the view of vehicle or pedestrian traffic or otherwise pose a hazard or risk to the safety of the public; or are required by the City to be removed in connection with the construction, reconstruction, maintenance and/or repair of the municipal sewer system; or if the Premises shall not be maintained by the Licensee as herein required, the City, upon the order of the Building Commissioner with or without notice, may cure the defect, obstruction or safety hazard and/or perform the required maintenance or removal. Should any of the foregoing events occur, Licensee agrees to pay the City, in addition to any other sums required by this Agreement, all reasonable costs and expenses incurred by the City in undertaking such work.

SECTION SIX

Insurance

Licensee, at its sole expense, shall keep in force during the term of this License comprehensive, public liability and property damage insurance issued by responsible insurance companies naming the City and the Licensee as insureds and in a form acceptable to the City for the protection of the City and Licensee against all liabilities, judgments, costs, damages and expenses which may accrue against, be charged to, or recovered from the City by reason of damage to the property of, injury to or death of any person or persons on account of any accident or event which may occur on the demised Premises in an amount not less than \$1,000,000.00 with respect to any one person, and \$2,000,000.00 with respect to any one accident or disaster, and \$500,000.00 with respect to property damage.

SECTION SEVEN

Indemnification

Licensee agrees, at its expense, to defend, indemnify and hold harmless the City, its officers, agents and employees from and against all liability or loss for injuries to or deaths of persons or damages to property caused by any act or omission to act, or use or occupancy of the Premises by Licensee, its invitees and guests or any other person authorized by Licensee to use the Premises or any portion thereof. Each party hereto shall give to the other prompt and timely notice of any claim made or suit instituted coming to the knowledge of their respective officers or employees, and both

shall have the right to participate in the defense of same to the extent of its own interest. In the event the City shall decide to so defend, such defense shall not be deemed a waiver by the City of any of its rights against Licensee under the foregoing indemnification provisions.

SECTION EIGHT

Termination

Either party may terminate this Agreement at any time, without regard to payment periods, by giving written notice to the other, specifying the date of termination, such notice to be given not less than thirty (30) days prior to the date therein specified. Should the signage and/or appurtenances, or any essential part thereof, be totally destroyed by fire or other casualty, this Agreement shall immediately terminate; and in the case of partial destruction, this Agreement may be terminated by either party by giving written notice to the other, specifying the date of termination, such notice to be given within fifteen (15) days following such partial destruction and not less than five (5) days prior to the termination date therein specified. If Licensee shall make an assignment for the benefit of creditors, or be placed in receivership or adjudicated a bankrupt, or take advantage of any bankruptcy or insolvency law, City may terminate this Agreement by giving written notice to the Licensee, specifying the date of termination, such notice to be given not less than ten (10) days prior to the date therein specified. Upon termination by either party, all signage, landscaping and appurtenances shall be immediately removed from the City right of way at the sole cost of the Licensee; and if not so removed by the Licensee, the signage and appurtenances may be removed by the City, and the cost incurred by the City for the removal shall be charged back to the Licensee.

SECTION NINE

General Provisions

A. *Successors and Assigns/No Assignment.* The license privileges hereunder are personal to Licensee and shall not be assignable by Licensee in whole or in part without the advance, written permission of the City which the City is not required to provide. The rights and obligations hereunder shall be binding upon and inure to the benefit of the Licensee and the City and their respective successors and permitted assigns.

B. *Privilege not exclusive.* The permission given herewith is not exclusive; and the City may at any time permit the installation of improvements of a similar or dissimilar nature to those of Licensee.

C. *Public Access.* This license is not a grant of an exclusive use of the Premises to the Licensee for any purpose, and the Licensee shall at all times keep and maintain the Premises to allow for the free and open use thereof by the public and the City, its officers, agents, employees and others authorized by it.

D. *Notices.* Any notice mailed, addressed to Licensee at the address listed above, or delivered to Licensee, shall be deemed to be proper notice hereunder to the

Licensee. Any notice mailed or delivered to the Mayor shall be notice by Licensee to the City, unless and until City shall designate a different representative or address.

E. **Sole Understanding.** This Agreement represents the sole understanding of the parties concerning the subject signage and landscaping, and shall supersede any other prior writings, agreements or understanding, written or oral, regarding the same subject matter.

IN WITNESS WHEREOF, the parties being duly authorized have executed this license at Strongsville, Ohio the day and year first above written.

Signed in the presence of:

CITY OF STRONGSVILLE

By: _____
Thomas P. Perciak, Mayor

**PDS PROPERTIES, LTD.
dba CARSTAR COLLISION**

David Bell
Lais Chawvsky

By: *[Signature]*
Its: PRINCIPLE

STATE OF OHIO)
) ss
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named **CITY OF STRONGSVILLE**, by Thomas P. Perciak, its Mayor, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed and the free act and deed of said municipal corporation.


IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Strongsville, Ohio, this ____ day of _____, 2013.

Notary Public

STATE OF OHIO)
) ss
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named **PDS PROPERTIES, LTD. dba CARSTAR COLLISION**, an Ohio limited liability company, by PAUL T. STRUHAR, its Principal, who acknowledged that he/she did sign the foregoing instrument and that the same is his/her free act and deed and the free act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Strongsville, Ohio, this 14th day of NOVEMBER, 2013.



Notary Public

DAVID D. BRILLER, ATTY.
NOTARY PUBLIC • STATE OF OHIO
My Commission Has No Expiration Date
Section 147.03 R.C.

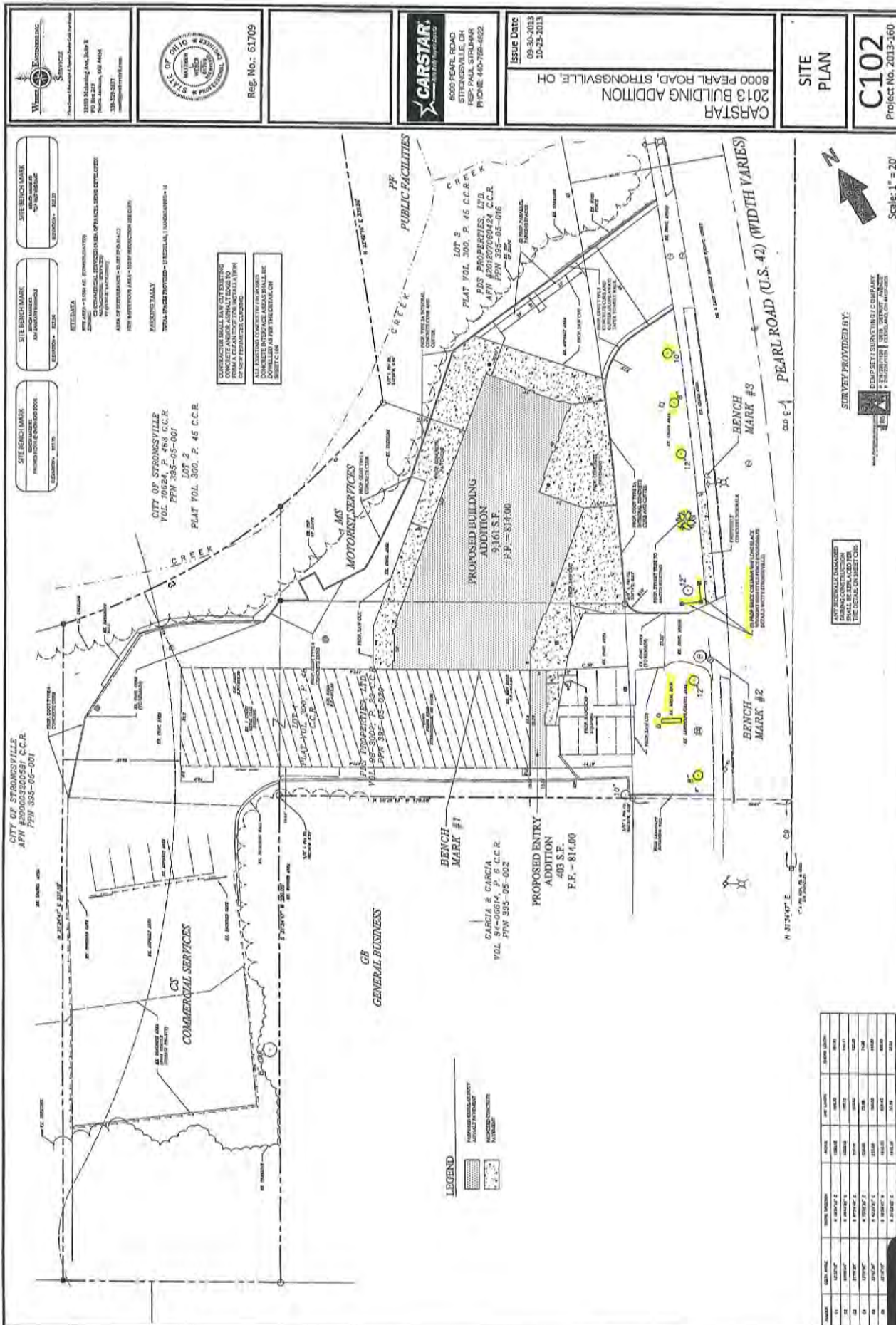


EXHIBIT 1

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2014 – 008

By: Mayor Perciak and All Members of Council

**A RESOLUTION PROVIDING FOR THE SUBMISSION OF
ORDINANCE NO. 2013-214 TO THE ELECTORS,
ESTABLISHING AN ELECTION DATE THEREFOR, AND
DECLARING AN EMERGENCY.**

WHEREAS, on January 21, 2014, Council passed Ordinance No. 2013-214, entitled "An Ordinance amending the Zoning Map of the City of Strongsville adopted by Section 1250.03 of Title Six, Part Twelve of the Codified Ordinances of Strongsville to change the zoning classification of certain real estate located at 8422 Pearl Road (Part of PPN 395-05-012) in the City of Strongsville from R1-75 (One Family 75) Classification to GB (General Business) Classification, and Declaring an Emergency, As Amended."; and

WHEREAS, Article VIII, Section 6 of the City Charter provides that neither the Council, the Mayor, any Board, including Board of Appeals, or Commission appointed pursuant to this Charter, or any ordinance or resolution of this Municipality, nor any other agent, employee, person or organization acting for or on behalf of this Municipality, by whatever authority or purported authority, shall by ordinance, resolution, motion, proclamation, statement, legislative or administrative action, or variance effect a change in the zoning classification or district of any property or area in the City of Strongsville from R1-75 (One Family 75) or R1-100 (One Family 100) commonly known as single family residential, or by whatever other name called, to any other zoning classification or district unless the change or grant, after adoption in accordance with applicable administrative and/or legislative procedures, is approved at a regularly scheduled election by a majority vote of the electors voting thereon, in the City of Strongsville and in each ward in which the change is applicable to property in the ward, and the results of that election have been certified by the Board of Elections;

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

Section 1. That this Council hereby sets the date of the next regularly scheduled primary election of May 6, 2014, for submission of Ordinance No. 2013-214 (as amended), to the electors of the City of Strongsville, a copy of which is attached hereto and incorporated herein as if fully rewritten.

Section 2. That this Council hereby requests the Board of Elections to do all things necessary to provide for the submission to the electors of the City of Strongsville of Ordinance No. 2013-214 (as amended) on said date.

Section 3. That it is the recommendation of this Council that the ballots for said question shall be in substantially the following form:

PROPOSED ZONING AMENDMENT

A majority affirmative vote of the electors voting thereon in the City and in Ward 3 is necessary for passage.

Shall the Zoning Map of Strongsville adopted by Section 1250.03 of the Codified Ordinances of Strongsville be amended to change the classification of certain real estate located at 8422 Pearl Road (Part of PPN 395-05-012) in the City of Strongsville for the purpose of rezoning the property from its present zoning classification of R1-75 (One Family 75) to GB (General Business) classification?

☐ YES

☐ NO

Section 4. That the Clerk of Council is hereby authorized and directed to forward a certified copy of this Resolution to the Board of Elections of Cuyahoga County on or before February 5, 2014.

Section 5. That the Board of Elections of Cuyahoga County is requested to cause an appropriate notice to be duly given of the primary election to be held on May 6, 2014, on the foregoing Ordinance of this City and otherwise to provide for such election in the manner provided by the general laws of the State of Ohio.

Section 6. That there is hereby appropriated from the General Fund a sufficient sum of money to pay the costs of carrying out the authorizations and directions of this Resolution.

Section 7. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 8. That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that, in accordance with the City

CITY OF STRONGSVILLE, OHIO
RESOLUTION NO. 2014 – 008
Page 3

Charter, it is immediately necessary to submit the aforementioned zoning amendment to the Board of Elections in order to meet the legal deadline and place said question before the electorate at the May 6, 2014 primary election. Therefore, provided this Resolution receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

President of Council

Approved: _____
Mayor

Date Passed: _____ Date Approved: _____

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

Attest: _____
Clerk of Council

Res.
ORD. No. 2014-008 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2014 – 009

By: Mayor Perciak and Mr. Maloney

**A RESOLUTION AUTHORIZING THE MAYOR TO
ADVERTISE FOR BIDS FOR THE PROSPECT ROAD
SANITARY RELOCATION PROJECT 2014, IN THE CITY
OF STRONGSVILLE.**

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

Section 1. That the Mayor be and is hereby authorized to advertise for bids for the Prospect Road Sanitary Relocation Project 2014, consisting of the installation of approximately 650 linear feet of sanitary sewer, storm sewer, manholes, sanitary connections watermain lowering, and pavement replacement, in accordance with specifications and bid documents on file in the office of the City Engineer, which are in all respects hereby approved.

Section 2. That the funds for the purposes of this Resolution have been appropriated and shall be paid from the Sanitary Sewer Fund.

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

Section 4. That this Resolution shall take effect and be in force immediately upon its passage and approval by the Mayor.

President of Council

Approved: _____
Mayor

Date Passed: _____ Date Approved: _____

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

Attest: _____
RES. Clerk of Council
ORD. No. 2014-009 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – 010

By: Mr. Schonhut

AN ORDINANCE REQUESTING PARTICIPATION IN UNITED STATES GENERAL SERVICES ADMINISTRATION CONTRACTS FOR THE PURCHASE OF SERVICES AND SUPPORT FOR VIDEO PROCESSING AND SURVEILLANCE, FORENSIC AND FRAUD PREVENTION, DATA NETWORK ENGINEERING, AND COMPUTER HARDWARE AND SOFTWARE MAINTENANCE FOR USE BY VARIOUS DEPARTMENTS OF THE CITY; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO DO ALL THINGS NECESSARY TO ENTER INTO AGREEMENTS IN CONNECTION THEREWITH; AND DECLARING AN EMERGENCY.

WHEREAS, Federal law provides the opportunity for state, local, regional or tribal governments or any instrumentality thereof to participate in contracts of the United States General Services Administration for the purchase of a variety of information technology including services from contracts awarded under General Services Administration Federal Supply Schedule, Information Technology, as well as from contracts under the Corporate Schedule containing information technology special item numbers; and

WHEREAS, based upon recommendation of the City's Director of Communication and Technology, this Council wishes to take advantage of that opportunity in connection with the purchase of various services and support for video processing and surveillance, forensic and fraud prevention, data network engineering, and computer hardware and software maintenance (Contract No. GS-35F-0434W) for use by various City departments.

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

Section 1. That the Mayor be and is hereby authorized and directed to request authority in the name of the City of Strongsville to participate in the United States General Services Administration Federal Supply Schedule, Information Technology contracts for the purchase of various services and support for video processing and surveillance, forensic and fraud prevention, data network engineering, and computer hardware and software maintenance from **SEMS & ASSOCIATES LIMITED** for use by various departments of the City in amounts not to exceed a total of \$100,000.00 during 2014, based upon the hourly pricing rates set forth in the price list for such contract, which the General Services Administration has entered into pursuant to law, and that is on file with the City's Director of Communication and Technology.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2014 – 010
Page 2

Section 2. That the City of Strongsville hereby agrees to be bound by the terms and conditions prescribed by the United States General Services Administration for such purchases and to directly pay the vendor, under each such contract of the United States General Services Administration in which the City participates for items and services it receives pursuant to the contracts.

Section 3. That the Mayor, Director of Finance and Director of Communication and Technology be and are hereby authorized to enter into and execute such agreements and documents as may be necessary to participate in the United States General Services Administrative Cooperative Purchasing Program.

Section 4. That the funds for the purposes of this Ordinance have been appropriated and shall be paid from the General Fund; Street Construction, Maintenance & Repair Fund; Fire Levy Fund; and the Multi-Purpose Complex Fund.

Section 5. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 6. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare, and for the further reason that it is immediately necessary to participate in the purchase of such services and support items in order to maintain and audit necessary technological systems, data network, and computer systems, to maintain continuity and efficiency in the operation of the various departments of the City, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise from and after the earliest period allowed by law.

President of Council

Approved: _____
Mayor

Date Passed: _____ Date Approved: _____

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

Attest: _____
Clerk of Council

ORD. No. 2014-010 Amended: _____

1st Rdg. _____ Ref: _____

2nd Rdg. _____ Ref: _____

3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____

Adopted: _____ Defeated: _____

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – 011

By: Mayor Perciak and Mr. Schonhut

AN ORDINANCE REQUESTING PARTICIPATION IN UNITED STATES GENERAL SERVICES ADMINISTRATION CONTRACTS FOR THE PURCHASE OF CELLULAR COMMUNICATIONS SERVICES AND EQUIPMENT FOR USE BY VARIOUS DEPARTMENTS OF THE CITY; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO DO ALL THINGS NECESSARY TO ENTER INTO AGREEMENTS IN CONNECTION THEREWITH; AND DECLARING AN EMERGENCY.

WHEREAS, Federal law provides the opportunity for state, local, regional or tribal governments or any instrumentality thereof to participate in contracts of the United States General Services Administration for the purchase of a variety of information technology from contracts awarded under General Services Administration Federal Supply Schedule, Information Technology, as well as from contracts under the Corporate Schedule containing information technology special item numbers; and

WHEREAS, based upon recommendation of the City's Director of Communication & Technology, this Council wishes to take advantage of that opportunity in connection with the purchase of various cellular communications services and equipment, including wireless voice and data services (Contract No. GSA-FSS GS-35F-0119P) for use by various City departments.

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

Section 1. That the Mayor be and is hereby authorized and directed to request authority in the name of the City of Strongsville to participate in the United States General Services Administration Federal Supply Schedule, Information Technology contracts for the purchase of cellular communications services and equipment from **VERIZON WIRELESS** for use by various departments of the City in amounts not to exceed a total of \$150,000.00 during 2014, based upon the rates set forth in the price list for such contract, which the General Services Administration has entered into pursuant to law, and that is on file with the City's Director of Communication & Technology and summarized on Exhibit A attached hereto and incorporated herein.

Section 2. That the City of Strongsville hereby agrees to be bound by the terms and conditions prescribed by the United States General Services Administration for

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2014 – 011
Page 2

such purchases and to directly pay the vendor, under each such contract of the United States General Services Administration in which the City participates for items and services it receives pursuant to the contracts.

Section 3. That the Mayor, Director of Finance and Director of Communication & Technology be and are hereby authorized to enter into and execute such agreements and documents as may be necessary to participate in the United States General Services Administrative Cooperative Purchasing Program.

Section 4. That the funds for the purposes of this Ordinance have been appropriated and shall be paid from the General Fund; Street Construction, Maintenance & Repair Fund; and the Fire Levy Fund.

Section 5. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 6. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare, and for the further reason that it is immediately necessary to participate in the purchase of such services and equipment in order to maintain necessary communications capabilities, and continuity and efficiency in the operation of the various departments of the City, and conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise from and after the earliest period allowed by law.

President of Council

Approved: _____
Mayor

Date Passed: _____ Date Approved: _____

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

Attest: _____
Clerk of Council

ORD. No. 2014-011 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

Katie Grace

From: Hulec, Heather <Heather.Hulec@VerizonWireless.com>
Sent: Friday, January 10, 2014 11:53 AM
To: Katie Grace
Subject: RE: Verizon
Attachments: 00000GSAFSS Contract Summary (GS-35F-0119P).docx

Hi Katie,

Per our conversation this morning, I will follow-up to this e-mail with the official GSA-FSS quote summarizing all of your rate plans I have outlined below as soon as I receive it back from my Government Contracts & Proposals Dept.

I have attached the current GSA-FSS Contract Summary, and I have also outlined your current rate plans below as requested. The rates below are after the GSA-FSS monthly discount:

America's Choice II For Business 200 Share \$26.24/mnth
America's Choice II For Business 400 Share For Smartphones \$48.07/mnth
3G/4G Mobile Broadband Access Unlimited \$39.99/mnth
Corporate Flat Rate \$11.99/mnth
Machine to Machine 5GB Share Plan \$45.00/mnth
Corporate 2MB Telemetry Plan \$7.50/mnth

Thanks,

Heather Hulec
Government, Education & Non-Profit Account Executive
Verizon Wireless
Phone: 440-823-1380
Fax: 614-560-8731
Sales ID: EUQ47
Heather.Hulec@VerizonWireless.com

[Government & Education Solutions](#)

[Check out the Verizon Solutions Lab](#)



EXHIBIT A



FEDERAL GOVERNMENT CONTRACT SUMMARY

Contract Name: **GSA Federal Supply Schedule (FSS)**
Contract #: **GSA – FSS (GS-35F- 0119P)**
Contract Description: **Nationwide – Government Agency Liability Only**

Federal Supply Schedules Program:

The Federal Supply Schedules Program closely mirrors commercial buying practices. It provides ordering activities with literally millions of state-of-the-art, high-quality commercial products and services at volume discount pricing on a direct delivery basis. Ordering activities place orders directly with vendors. All ordering activities, large or small, even those in remote locations, are provided with the same services, convenience, and pricing. The Federal Supply Schedules Program also offers the benefits of shorter lead-times, lower administrative costs, and reduced inventories.

Contract Term: 5 years plus 3 options (potential 20yrs)
Extension through 5/31/2014

Issue Date: 12/03

Schedule: Group 70 I/T

SIN: 132-53

Web Site: www.gsaadvantage.gov
(Enter contract number GS-35F-0119P in the "Search/Browse" section and click "Go!")

Pricing: 19%-25% access discount for eligible promotional or non-promotional pricing plans of \$34.99 and above

Equipment discount: (Open Market Government pricing)

Accessory discount: 25%

Product/Services Offering: Wireless Voice and Data Service
America's Choice for Business, America's Choice for Business with PTT, IN Calling, PTT Unlimited, NationalAccess/Broadband Access and GlobalAccess, Field Force Manager, Fleet Administrator, QSec, WPS, Telemetry, RIM Blackberry®, Smart Phone PDA, Picture Messaging, Global voice and data plans, National and Regional voice and data pooling options, Nationwide calling plans

ETF Y/N: No

Activation Fee: No

Billing Options: Direct Bill or Consolidated IBAS billing is available



Employee line eligible: No

FEDERAL GOVERNMENT CONTRACT SUMMARY

Federal Acquisitions Regulation

FAR 8.4 Compliant: Orders placed against a GSA Multiple Award Schedule (MAS) contract are **considered to be issued using full and open competition** (see FAR 6.102(d)(3)). Ordering offices need not seek further competition, synopses the requirement, make a separate determination of fair and reasonable pricing, or consider small business programs. By placing an order against a GSA Schedule contract using the procedures in this section, the ordering office has concluded that the order represents the best value and results in the lowest overall cost alternative (considering price, special features, administrative costs, etc.) to meet the government's needs. Note: Certain additional requirements and limitations may exist for DOD customers.

FAR Web Site: [http://www.arnet.gov/far/current/html/Subpart 8 4.html#1046478](http://www.arnet.gov/far/current/html/Subpart%208%204.html#1046478)

Eligible Customers:

- (1) Executive agencies including non-appropriated fund
- (2) Government contractors authorized in writing by a Federal agency;
- (3) Mixed ownership Government corporations
- (4) Federal Agencies, including establishments in the legislative or judicial branch of government
- (5) The Government of the District of Columbia;
- (6) Authorized Tribal governments
- (7) Qualified Nonprofit Agencies;
- (8) Organizations authorized by GSA pursuant to statute or regulation to use GSA as a source of supply; and
- (9) State, local, regional or tribal governments or any instrumentality thereof (including any local educational agency or institution of higher learning)

VZW Contract Administrator: Clover Franklin, 240-568-2101
Clover.Franklin@verizonwireless.com

**VZW Federal Supply
Schedule Support Line:** 1-800-561-6227
Monday – Friday / 7:00AM – 9:00PM EST

Purchase Cards accepted: Yes

BPA's: Yes (must be reviewed/approved by VZW contracts Federal Government Contracts team)

Cooperative Purchasing:

Under Cooperative Purchasing, state and local entities may purchase a variety of information technology (IT) from contracts awarded under GSA Federal Supply Schedule 70, Information Technology, as well as from contracts under the Corporate Schedule containing IT special item numbers.

GSA- Federal Supply Schedule – Cooperative Purchasing FAQ Link:

[http://www.gsa.gov/Portal/gsa/ep/contentView.do?faq=yes&pageTypeId=8199&contentId=8125
&contentType=GSA_OVERVIEW](http://www.gsa.gov/Portal/gsa/ep/contentView.do?faq=yes&pageTypeId=8199&contentId=8125&contentType=GSA_OVERVIEW)

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – 012

By: Mayor Perciak and All Members of Council

**AN ORDINANCE APPROVING AND AUTHORIZING THE
MAYOR TO ENTER INTO AN AGREEMENT TO PROVIDE
PUBLIC SAFETY DISPATCH SERVICES TO THE CITY OF
NORTH ROYALTON, AND DECLARING AN EMERGENCY.**

WHEREAS, Ohio Revised Code Section 737.04 authorizes the legislative authority of any municipal corporation to enter into a contract with another municipal corporation, upon any terms that are agreed upon, for police protection services; and

WHEREAS, Ohio Revised Code Section 9.60 authorizes a governmental entity to contract with another jurisdiction to obtain fire protection or emergency medical services; and

WHEREAS, Strongsville and North Royalton are both charter municipalities with constitutionally-granted home rule powers; and

WHEREAS, North Royalton seeks to obtain additional police and fire protection services from the City of Strongsville in the form of dispatch services ("Public Safety Services"); and

WHEREAS, the North Royalton City Council is concurrently considering passage of an Ordinance authorizing this Agreement with Strongsville for purchase of public safety services; and

WHEREAS, it is the desire of Strongsville and Royalton to provide for public safety dispatch services in accordance with the terms and conditions set forth herein; and

WHEREAS, the parties desire to evidence their agreement that the City of Strongsville will provide dispatch services to the City of North Royalton in exchange for compensation, and to evidence their respective responsibilities and obligations thereunder, all as set forth in the Agreement attached hereto and incorporated herein as Exhibit 1.

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

Section 1. That for the foregoing reasons, this Council approves and authorizes the Mayor to enter into an Agreement with the City of North Royalton to provide certain Dispatch Services to Royalton, based upon various terms and conditions reflected in an "Agreement for Public Safety Dispatch Services between the City of Strongsville, Ohio

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2014 – 012
Page 2

and the City of North Royalton, Ohio,” all in substantially the form attached hereto as Exhibit 1, but subject to final adjustment by the Law Director.

Section 2. That the Mayor, Human Resources Director, Director of Communication & Technology, and Director of Public Safety be and are hereby otherwise authorized to do whatever is reasonably necessary to implement and effectuate this Agreement.

Section 3. That any funds received pursuant to this Ordinance shall be deposited into the General Fund, and any expenditures required by the City to effectuate the Agreement have been appropriated for 2014 and shall be paid from the General Fund.

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

Section 5. That this Ordinance is hereby declared an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and further to ensure continuity of vital City communications operations and functions directly related to public safety, to facilitate applications for various related federal, state and/or county grants, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

President of Council

Approved: _____
Mayor

Date Passed: _____ Date Approved: _____

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

Attest: _____
Clerk of Council

ORD. No. 2014-012 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

AGREEMENT FOR PUBLIC SAFETY DISPATCH SERVICES
BETWEEN THE CITY OF STRONGSVILLE, OHIO AND
THE CITY OF NORTH ROYALTON, OHIO

This Agreement is entered into as of this ____ day of _____, 2014, by and between the **CITY OF STRONGSVILLE, OHIO** ("Strongsville"), an Ohio Municipal Corporation, with principal offices located at 16099 Foltz Parkway, Strongsville, Ohio 44149, and the **CITY OF NORTH ROYALTON, OHIO** ("Royalton"), an Ohio Municipal Corporation, with principal offices located at 13834 Ridge Road, North Royalton, Ohio 44133.

WHEREAS, Ohio Revised Code Section 737.04 authorizes the legislative authority of any municipal corporation to enter into a contract with another municipal corporation, upon any terms that are agreed upon, for police protection services; and

WHEREAS, Ohio Revised Code Section 9.60 authorizes a governmental entity to contract with another jurisdiction to obtain fire protection or emergency medical services; and

WHEREAS, Strongsville and North Royalton are both charter municipalities with constitutionally-granted home rule powers; and

WHEREAS, North Royalton seeks to obtain additional police and fire protection services from the City of Strongsville in the form of dispatch services ("Public Safety Services"); and

WHEREAS, the Strongsville City Council on _____, 2014 passed Ordinance No. _____, authorizing this Agreement with Royalton for public safety services; and

WHEREAS, the North Royalton City Council on _____, 2014 passed Ordinance No. _____, authorizing this Agreement with Strongsville for purchase of public safety services; and

WHEREAS, it is the desire of Strongsville and Royalton to provide for public safety services in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and agreements herein contained, the parties, intending to be legally bound, agree as follows:

ARTICLE I – PUBLIC SAFETY DISPATCH SERVICES

A. Dispatch Services: Strongsville, through its dispatch center currently located at 18688 Royalton Road, Strongsville, Ohio, but likely to be ultimately relocated to the City's Communications Center located at 13213 Pearl Road, Strongsville, Ohio, ("Dispatch Center"), agrees to dispatch Royalton Police Department and Fire Department calls, on a twenty-four (24) hour basis, to authorized personnel of the Royalton Police Department and the Royalton Fire Department and other public safety resources (such as animal control) generally with regard to emergency and non-emergency incidents, and with communication support and services/systems directly related to the dispatch function ("Dispatch Services"). Dispatch Services include but are

not limited to the following: dispatching of Royalton police, fire, EMS and service resources on emergency and non-emergency incidents, tracking and documenting the activity of Strongsville personnel providing dispatch services to Royalton on incidents, providing communication support on incidents, providing routine call information data, maintaining Dispatch Services to be Police LEADS capable, and fire station alerting system. The Dispatch Services including processing of calls, to be made available and provided to Royalton shall be equivalent to those Dispatch Services that are provided to the City of Strongsville, and any and all other communities served by Strongsville Dispatch.

B. Dispatch Services Equipment: Strongsville shall furnish all equipment necessary to provide the Dispatch Services to Royalton, including but not limited to all initial base station radio equipment, furniture, consoles and telephone equipment directly related to dispatch functions, and shall routinely maintain such equipment in a reasonable manner. All decisions relating to the provision, maintenance, upgrading, and replacement of such equipment are and shall remain within the sole discretion of Strongsville. However, the parties agree that notice of major capital expenditures which may impact Royalton shall be provided thirty (30) days prior to implementation.

Royalton shall provide all equipment necessary to receive the Dispatch Services in the field provided by Strongsville, including portable radios, mobile radios, mobile data terminals, in-car radio equipment, video cameras and monitors, and any other communications equipment, and shall maintain and replace such equipment in a manner that ensures compatibility with Strongsville's provision of Dispatch Services. Royalton agrees to update and/or replace all equipment necessary to receive the Dispatch Services provided by Strongsville as may be necessary to ensure the provision of Dispatch Services.

Royalton acknowledges that Strongsville in the future may incur additional costs in upgrading, repairing, and replacing equipment necessary to provide the Dispatch Services for the benefit of Royalton and other communities. Royalton and Strongsville agree to negotiate, in good faith, their respective responsibility for any such costs for the benefit of Royalton that are not reimbursed by grants.

Royalton shall be solely responsible to individually pay for its own user fees for such services as LEADS, CAD, RMS or MDC airtime.

C. Personnel: Strongsville shall provide all personnel necessary to provide Dispatch Services to Royalton. All staffing issues, including the number of dispatchers working at any given time, shall be determined by the Strongsville Chief of Police, Fire Chief and Safety Director. Strongsville shall be solely responsible for the management of all Dispatch Center personnel and all personnel-related issues are within the sole management discretion of Strongsville.

Strongsville agrees after the effective date of this Agreement and prior to the commencement of services date to increase the total number of dispatchers employed by Strongsville as necessary within its discretion to handle the increased volume of dispatch activity generated as a result of this Agreement. Any additional positions created shall be full-time bargaining unit positions.

All dispatchers who are hired will become employees of the City of Strongsville. Subject to legal provisions and waiver of civil service requirements, preference will be offered to applicants who are currently full-time public safety dispatchers in Royalton, but their employment is not guaranteed, and is specifically conditioned, among other things, on all of the following:

- (1) Any personnel seeking to be hired must meet all routine City of Strongsville employment requirements for public safety dispatcher.
- (2) All accrued benefits for such applicants including but not limited to vacation leave, sick leave (subject to State law provisions), longevity, personal leave and union benefits shall have been utilized and/or paid off by Royalton prior to their date of hire by the City of Strongsville. Royalton agrees to reimburse Strongsville for any transfers of employee sick leave which may individually exceed four (4) weeks due to an employee invoking State law provisions.
- (3) Any prior dispatcher appointed for employment as a full-time dispatcher by the City of Strongsville will become a member of the applicable Strongsville bargaining unit and subject to the terms of the City of Strongsville applicable bargaining unit agreement ("CBA").
- (4) Any full time dispatchers appointed by the City of Strongsville shall be deemed to be strictly new employees with regard to any provision of the applicable CBA including seniority, layoff order, and any other benefits or privileges that accrue with time.
- (5) Any full-time dispatchers hired/employed by Strongsville shall become civil service employees, and be subject to the applicable one-year probationary period.
- (6) Certifications and training of new personnel shall be the sole responsibility and expense of the City of Strongsville.

Royalton agrees that it will be solely responsible for undertaking arrangements to cause the de-certification of their current collective bargaining unit for dispatchers, if deemed necessary by Royalton, which should be accomplished prior to any employees being hired. Evidence of such de-certification, if any, will be provided to Strongsville. Royalton will be solely responsible and liable in this regard for any claims, actions, grievances or legal issues arising under its collective bargaining agreement with its dispatchers and arising as a result of entering into this Agreement.

The parties agree that, in the event this Agreement is terminated, Strongsville will experience a lack of work and/or lack of funds and will not be obligated to retain any new dispatch positions created by this Agreement. The parties further agree, in the event this Agreement is terminated, that layoffs of dispatch personnel shall occur in accordance with the collective bargaining agreement then in effect between the City of Strongsville and the Fraternal Order of Police Parma Lodge 15 (Dispatchers) or any other applicable agreement then in effect.

D. Operating Procedures/Operations: Control of operating procedures and operations for the dispatch center shall generally rest within the sole discretion of Strongsville. However, Strongsville agrees to undertake consultations in advance with the Royalton and any other contracting communities regarding any proposed material changes in operating procedures or policies, through a joint advisory board composed of two (2) representatives from each contracting community, being the Police and Fire Chiefs of each participating municipality/township or their respective designees. The board shall be established to meet

periodically and make non-binding recommendations to the City of Strongsville concerning such operating procedures or policies, including but not limited to review, revisions and recommended changes concerning training standards and requirements; standard operating guidelines, policies and procedures; and purchasing and replacement of technical equipment to enhance operations and public safety. Supervision and management over dispatch personnel shall lie solely with the City of Strongsville. Notwithstanding the above, nothing undertaken by the City of Strongsville in connection with its operation of the dispatch center shall materially interfere with the standard operating procedures, response protocols, or other internal operations of the Royalton or the other various individual contracting communities.

E. Payment for Dispatch Services: Royalton, in consideration of the provision of the Dispatch Services outlined herein, agrees to pay Strongsville the amount of Forty Thousand Dollars (\$40,000.00) per month by the first (1st) of each month for Dispatch Services provided in that month, for a total annual fee of Four Hundred Eighty Thousand Dollars (\$480,000.00) for the first year of operation.

The parties agree to meet directly and/or through the Advisory Board by July 31st of each calendar year, or such other date as is mutually agreeable, to evaluate the sufficiency of payments for future Dispatch Services and to discuss in good faith any proposed changes whether increases or decreases in user fees based on an operational cost analysis to include evaluation of costs distribution, changes in workloads, economies of scale and labor costs.

In any event, if workload volume directly related to Royalton increases to a point that additional staffing becomes necessary, the City of Strongsville may within its sole discretion, but after consultation with Royalton, increase monthly fees, and if announced by October 1st for the following calendar year. Notwithstanding, the parties further agree that the foregoing monthly payments shall increase, as necessary, to cover any additional expenses, including contractual wage increases, health insurance increases, and other personnel-related costs, associated with Strongsville's cost of employing the additional dispatch personnel necessary to provide Dispatch Services to Royalton. Strongsville shall notify Royalton, in writing, of any such additional expenses at least thirty (30) days prior to the effective date of any increase in payment to Strongsville for dispatch services.

F. No Obligation to Respond/No Liability: This Agreement is not intended to and shall not be construed to require Strongsville to respond beyond the dispatch function to calls or incidents whether of a law enforcement, fire or EMS basis, nor to otherwise provide law enforcement services for events that occur in Royalton. In this regard, Strongsville shall have no liability or responsibility for the actions, errors, omissions or negligence of the Royalton Police or Fire safety forces or service personnel in responding to any dispatch calls taken through the Dispatch Center. And Royalton shall maintain proper levels of insurance in this regard. Notwithstanding this provision, Strongsville may render assistance in accordance with Ohio law, any current mutual aid agreements, and/or any current agreements for dispatch services.

ARTICLE II – TERM/TERMINATION

It is estimated that Strongsville shall begin providing the Public Safety Services at twelve a.m. on March 17, 2014 or as soon thereafter as Strongsville reasonably determines that all training, staffing, systems (including LEADS), and operational prerequisites are set in place and ready ("commencement of services date"). In the interim, the Royalton shall continue to

maintain their current dispatch services and shall provide necessary support to Strongsville for transition efforts. This Agreement shall remain in effect for an initial term of one (1) year, but will renew automatically from year to year unless terminated upon six (6) months advance written notice by either party terminating the Agreement, with or without cause for any reason or no reason.

ARTICLE III – FEMA GRANT

The City of Strongsville has requested transfer of an Assistance to Firefighters Grant Program grant award from FEMA (U.S. Department of Homeland Security) originally directed to the City of Olmsted Falls, to support construction of the within combined dispatch center. Royalton agrees to fully cooperate and do whatever is reasonably necessary, if any, to facilitate transfer of the grant to the City of Strongsville and its designation as grant recipient.

ARTICLE IV – PUBLIC RECORDS

The parties agree and acknowledge that records created pursuant to this Agreement may be public records under the Ohio Public Records Act and agree to coordinate with each other, in a timely manner, on responses to public records requests and with regard to determination of records schedules retention periods and times for destruction. Notwithstanding this provision, the parties agree that nothing in this Article shall be construed as limiting a party from responding to a public records request in accordance with Ohio law. Processes will be established to enable Royalton to obtain access to its recordings of radio and telephone traffic.

ARTICLE V – NOTICE

All notices required hereunder shall be in writing and delivered to the following addresses:

Strongsville:

Contact Name:	Mayor Thomas P. Perciak
Address:	16099 Foltz Parkway, Strongsville, OH 44149
Telephone:	440-580-3100
e-mail:	tom.perciak@strongsville.org

With a copy to:

Contact Name:	Kenneth A. Kraus, Law Director
Address:	16099 Foltz Parkway, Strongsville, OH 44149
Telephone:	440-580-3145
e-mail:	strongsville.law@strongsville.org

North Royalton:

Contact Name:	Mayor Robert A. Stefanik
Address:	13834 Ridge Road, North Royalton, OH 44133
Telephone:	440-237-4300
e-mail:	mayorstefanik@northroyalton.org

With a copy to:

Contact Name: Thomas A. Kelly, Law Director
Address: 13834 Ridge Road, North Royalton, OH 44133
Telephone: 440-877-1178
e-mail: tkelly@northroyalton.org

Any notice or communication shall be deemed effectively given (a) on the date of delivery, if delivered by hand or (b) on the date mailed if sent by overnight express delivery or U.S. Mail.

ARTICLE VI – CERTIFICATION OF FUNDS

Ohio Revised Code Section 5705.41 requires Royalton to certify that the funds necessary to pay for this Agreement have been appropriated and either collected or are in the process of collection. Royalton and Strongsville acknowledge and agree this Agreement may automatically renew, and does not provide for a specified final term or end date.

Royalton, in accordance with Ohio Revised Code Section 5705.41, will initially certify this Agreement for Four Hundred Eighty Thousand Dollars (\$480,000.00) and shall re-certify this Agreement each year it is in effect for such amounts as may be required to ensure its respective obligations under this Agreement. Upon obtaining the appropriation of additional funds, the Agreement shall be re-certified by the Treasurer or Finance Director of Royalton; and a copy of the additional certification shall be provided to Strongsville's Finance Director.

Failure to certify additional funds, as required by this Agreement, shall be grounds for immediate termination of this Agreement.

ARTICLE VII – MISCELLANEOUS PROVISIONS

A. Entire Agreement: This Agreement represents the entire and integrated agreement between Strongsville and Royalton concerning the within subject, and supersedes all prior negotiations, representations or agreements, either written or oral.

B. Modification of Contract: It is understood and agreed that this Agreement may not be changed, modified, or altered except by an instrument, in writing, signed by both parties and duly approved and authorized by each party's legislative authority in accordance with the laws of the State of Ohio and of each individual party.

C. Multiple Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

D. Assignment of Contract: Neither party shall assign, delegate, or subcontract any portion of the Dispatch Services without prior written express approval of the other party.

E. Choice of Law/Forum: This Agreement shall be deemed made and entered into in the State of Ohio and shall be governed by and construed in accordance with the law of Ohio.

Any controversy or claim related directly or indirectly to this Agreement will be resolved in the appropriate court in Cuyahoga County, Ohio.

F. Severability: If any provision of this Agreement, or any covenant, obligation or agreement contained here is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if such invalid or unenforceable provision were not contained herein. Such invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement, shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

G. Other Similar Agreements by Strongsville: Nothing in this Agreement is intended to nor shall it serve to in any way limit the sole and unfettered discretion of the City of Strongsville to contract with other municipalities, townships or political subdivisions for dispatch services and to establish appropriate fees for such purpose totally independent of the arrangement and fees determined for services provided under the within Agreement.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT as of the _____ day of _____, 2014.

CITY OF NORTH ROYALTON
("ROYALTON")

CITY OF STRONGSVILLE
("STRONGSVILLE")

Mayor Robert A. Stefanik
City of North Royalton

Mayor Thomas P. Perciak
City of Strongsville

Approved as to form:

Approved as to form:

City of North Royalton Law Department
Thomas A. Kelly, Law Director
13834 Ridge Road
North Royalton, OH 44133
440-877-1178

City of Strongsville Law Department
Kenneth A. Kraus, Law Director
16099 Foltz Parkway
Strongsville, OH 44149
440-580-3145

INITIAL CERTIFICATION OF AVAILABLE FUNDS

I certify that the money required to meet the first year of this proposal has hereby been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of this fund, free from any previous obligation or certification as required by Ohio Revised Code §5705.01 to §5705.47.

Date

Finance Director, City of North Royalton

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – 013

By: Mr. Carbone

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO STATE OF OHIO ADMINISTRATIVE SERVICES CONTRACTS FOR THE PURCHASE OF ONE (1) JOHN DEERE 5085M UTILITY TRACTOR AND ONE (1) ALAMO VERSA SERIES ROADSIDE MOWER ATTACHMENT, ALL WITH APPURTENANCES, FOR USE BY THE DEPARTMENT OF PUBLIC SERVICE OF THE CITY, WITH THE SALE, TRADE-IN AND CREDIT FOR VARIOUS OBSOLETE MUNICIPAL EQUIPMENT, AND DECLARING AN EMERGENCY.

WHEREAS, Ohio Revised Code Section 5513.01(B) provides the opportunity for counties, townships and municipal corporations to participate in contracts of Ohio Department of Administrative Services for the purchase of machinery, materials, supplies or other articles; and

WHEREAS, this Council wishes to take advantage of that opportunity to purchase one (1) John Deere 5085M Utility Tractor (Schedule/Contract No. 800276, Index No. STS515) and one (1) Alamo Versa Series roadside mower attachment (Schedule/Contract No. 800316, Index No. STS515), all with appurtenances, for use by the Department of Public Service of the City; and

WHEREAS, the Department of Public Service has various tractors and equipment that are no longer in running condition, are obsolete and, therefore, no longer needed for municipal public purposes; and

WHEREAS, pursuant to Article IV, §3(e) of the City Charter, the Director of Finance is authorized to sell obsolete or surplus equipment in such manner as Council may by ordinance authorize; and

WHEREAS, this Council is desirous of having the Director of Finance sell and trade-in the existing obsolete equipment, and have the selling prices credited against the purchase price of the new John Deere 5085M Utility Tractor and Alamo Versa Series roadside mower attachment, and appurtenances.

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

Section 1. That this Council finds that the Service Department of the City of Strongsville has various tractors and equipment, as reflected on the itemization attached hereto as Exhibit B, and which are obsolete, no longer running, and therefore,

are no longer needed for any municipal purpose, and further finds that it will be in the best interests of the City to sell and trade-in such equipment through State contract, and have the selling prices applied as a credit against the purchase of the new John Deere 5085M Utility Tractor and Alamo Versa Series roadside mower attachment, all with appurtenances.

Section 2. That the Mayor accordingly be and is hereby authorized and directed to request authority in the name of the City of Strongsville to participate in Ohio Department of Administrative Services contracts with **POLEN IMPLEMENT, INC.**, for the purchase of one (1) John Deere 5085M Utility Tractor and one (1) Alamo Versa Series roadside mower attachment, all with appurtenances, and for the sale and trade-in of various tractors and equipment for the value and amount of \$42,000.00, and providing that such sale price be credited towards the purchase price of the John Deere 5085M Utility Tractor and the Alamo Versa Series roadside mower attachment, all with appurtenances, which total \$83,593.63, thereby resulting in a total net contract price for the new equipment plus trade-ins, in an amount not to exceed \$41,593.63, all as reflected on the quote summary and invoices attached hereto as Exhibit A, and the list of trade-in values set forth on attached Exhibit B, all incorporated herein.

Section 3. That the City of Strongsville hereby agrees to be bound by the terms and conditions prescribed by the Director of Administrative Services for such purchases, and to directly pay the vendor, under each such contract of the Ohio Department of Administrative Services in which the City participates for items it receives pursuant to the contract.

Section 4. That the Mayor and Director of Finance be and are hereby authorized to enter into and execute such agreements and documents as may be necessary to participate in the Ohio Department of Administrative Services Cooperative Purchasing Program.

Section 5. That the funds for the purposes of said contract have been appropriated and shall be paid from the Street Construction, Maintenance & Repair Fund.

Section 6. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 7. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to enter into said contracts to provide for the continuity of services and efficient operation of the City of Strongsville Department of Public Service, to provide updated equipment,

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2014 – 013
Page 3

and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

President of Council

Approved: _____
Mayor

Date Passed: _____ Date Approved: _____

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

Attest: _____
Clerk of Council

ORD. No. 2014-013 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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



JOHN DEERE

Quote Id: 8569317

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

John Deere Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580;
DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Polen Implement, Inc.
42255 Oberlin-elyria Road
Elyria, OH 44035
440-322-8821
POLENIMP@POLENIMPLEMENT.COM

Quote Summary

Prepared For:
CITY OF STRONGSVILLE
, OH

Delivering Dealer:
POLEN IMPLEMENT, INC.
TONY POLEN
42255 OBERLIN-ELYRIA ROAD
ELYRIA, OH 44035
Phone: 440-322-8821
tonyp@polenimplement.com

Quote ID: 8569317
Created On: August 28, 2013
Last Modified On: Nov. 25, 2013
Expiration Date: Nov. 27, 2013

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 5085M Utility Tractor (70 PTO hp)	\$ 59,116.00	\$ 43,006.89 X	1 =	\$ 43,006.89
Contract: State of Ohio STS515 AG Mach, Mowers, Tractors #800276				
Price Effective Date: May 6, 2013				

Equipment Total **\$ 43,006.89**

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 43,006.89
Trade In	
SubTotal	\$ 43,006.89
Total	\$ 43,006.89
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 43,006.89

ALAMO VERSA Boom
mower 17' w/ 80" Rotary
Head. w/ front stabilizer
mounted to tractor ready
to run

State Contract \$ 40,586.74

Total w/ mower 83,593.63

LESS trades (listed on separate
quote) - 42,000.00
41,593.63

EXHIBIT A

Salesperson : X

Accepted By : X

**JOHN DEERE**

Selling Equipment

Quote Id: 8569317

Customer Name:

ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):John Deere Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580;
DUNS#: 60-7690989ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:Polen Implement, Inc.
42255 Oberlin-elyria Road
Elyria, OH 44035
440-322-8821
POLENIMP@POLENIMPLEMENT.COM**JOHN DEERE 5085M Utility Tractor (70 PTO hp)****Contract:** State of Ohio STS515 AG Mach, Mowers, Tractors
#800276**Suggested List ***

\$ 59,116.00

Price Effective Date: May 6, 2013**Selling Price ***

\$ 43,006.89

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
1922LV	5085M Utility Tractor (70 PTO hp)	1	\$ 49,186.00	27.25	\$ 13,403.19	\$ 35,782.81	\$ 35,782.81
Standard Options - Per Unit							
0409	English Operators Manual and Decal Kit	1	\$ 0.00	27.25	\$ 0.00	\$ 0.00	\$ 0.00
1380	16F/16R PowrReverser Transmission - 540/540E	1	\$ 0.00	27.25	\$ 0.00	\$ 0.00	\$ 0.00
2050	Economy Cab	1	\$ 11,256.00	27.25	\$ 3,067.26	\$ 8,188.74	\$ 8,188.74
2400	Less Instructional Seat	1	\$ 0.00	27.25	\$ 0.00	\$ 0.00	\$ 0.00
3020	Vertical Exhaust	1	\$ 0.00	27.25	\$ 0.00	\$ 0.00	\$ 0.00
3320	Dual Rear Valve with Lever Controls	1	\$ 0.00	27.25	\$ 0.00	\$ 0.00	\$ 0.00
3400	Less Mid Valve	1	\$ -1,326.00	27.25	\$ -361.34	\$ -964.66	\$ -964.66
4010	Mechanical	1	\$ 0.00	27.25	\$ 0.00	\$ 0.00	\$ 0.00
5121	16.9-30 In. 6PR R1 Bias	1	\$ 0.00	27.25	\$ 0.00	\$ 0.00	\$ 0.00
6040	MFWD (4 Wheel Drive)	1	\$ 0.00	27.25	\$ 0.00	\$ 0.00	\$ 0.00
6111	11.2-24 In. 6PR R1 Bias	1	\$ 0.00	27.25	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 9,930.00		\$ 2,705.92	\$ 7,224.08	\$ 7,224.08
Suggested Price							\$ 43,006.89
Total Selling Price			\$ 59,116.00		\$ 16,109.11	\$ 43,006.89	\$ 43,006.89

EXHIBIT A-1

Description	City ID#	Serial/VIN/Part#	Trade in Value
John Deere Grader	570	000552U	\$ 7,000.00
Ford Roadside mower with boom	7740	024396B	\$ 8,500.00
Ford Model 1710 tractor	1710	UL01759	\$ 2,500.00
Ford Model 455D tractor with loader bucket	455-D	A418506	\$ 5,500.00
Vermeer Trencher V-430	VR-40	1VRFO62B161000850	\$ 2,500.00
Dadhmer Forklift	N/A	WS16-6204	\$ 5,500.00
New Holland Loader Model 17LA	N/A	Y6B380013	\$ 2,500.00
Gradall with buckets	Gradall	G48109	\$ 2,000.00
Sweepster Broom	Sweep b-1	9936006	\$ 1,500.00
5' Rock Hound	N/A	B011901	\$ 1,500.00
Hypac Roller	SDR2	109B1503600	\$ 3,000.00
Total Trade in value			\$ 42,000.00

SALES QUOTATION

POLEN

IMPLEMENT

42255 Oberlin-Elyria Rd.
Elyria, Ohio 44035
440-322-8821
www.polenimplement.com

1647

CUSTOMER
NAME

City of Strongsville

DATE

14 Sept 14

QUOTE VALID FOR 30 DAYS.

ADDRESS
CITY
STATE
ZIPCUSTOMER
PHONE NO.

SALESMAN

TONY

DESCRIPTION

PRICE

trade VALUES

John Deere Model 570 GRADER

7000.00

Ford Model 7740 w/ Boom mower add. Head

8500.00

Ford Model 1710 TRACTOR 2WD

2500.00

Ford Model 4550 TRACTOR w/ LOADER

5500.00

Vermeer Trencher

2500.00

Dahmer 6000 LB Forklift

5500.00

Model 171A New Holland Loader w/ Pallets

2500.00

Grader w/ 2 Buckets

2000.00

Sweepster Broom

1500.00

5' Rock Hound

1500.00

Hypac Roller (yr 2000)

3000.00

Total trade Amount - 42,000.00

TRADE-IN

TRADE ALLOWANCE

TOTAL

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – 014

By: Mr. Carbone

AN ORDINANCE RATIFYING, APPROVING AND AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH A RECYCLING COMPANY FOR SALE OF RESIDENTIAL AND MUNICIPAL RECYCLABLE WASTE PAPER AND CARDBOARD PAPER MATERIALS, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Strongsville over the years has had an active program, financed in part through various grants, to encourage and facilitate recycling of residents' waste and waste products and those generated through municipal activities and facilities; and

WHEREAS, to date, the City has been paying a firm for separate disposal of certain paper and cardboard waste products; and

WHEREAS, after reviewing available recycling services available in the market place, the City has received a proposal from River Valley Paper Company of Akron, Ohio for them to purchase certain accumulations of waste paper and cardboard paper located at various City facilities and locations, and to remit payment to the City for same by weight on a monthly basis; and

WHEREAS, consistent with the above, the River Valley Paper Company and the City are desirous of entering into an agreement for sale and purchase of certain recyclable paper and cardboard waste products on a regular monthly basis.

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

Section 1. That the Mayor's entering into a recycling Services Agreement with **RIVER VALLEY PAPER COMPANY** for sale of certain residential and municipal paper and cardboard waste items substantially in the form attached hereto as Exhibit A, is hereby ratified, approved and authorized.

Section 2. That any funds remitted to the City as a result of the aforesaid Agreement and any funds expended by the City shall be paid into and/or from the General Fund.

Section 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2014 – 014
Page 2

meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 4. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary for the execution of said Agreement in order to proceed with a program for sale of certain recyclables, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

President of Council

Approved: _____
Mayor

Date Passed: _____ Date Approved: _____

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

Attest: _____
Clerk of Council

ORD. No. 2014-014 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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



The City of Strongsville will sell and River Valley Paper Company, located at 120 East Mill Street #337, Akron, OH 44308, will purchase and pick-up all waste paper & cardboard paper. This agreement is ongoing for the City of Strongsville to sell all waste paper and cardboard generated at the Service Center, Recreation lot, 4 Fire Stations, Jim Nichols Park and Surrerar Park to River Valley Paper Company until terminated by notice 30 days in advance. Conditions are as follow:

- A. **Quantity:** Entire accumulation of waste paper & cardboard paper put into River Valley Paper Recycling Bins.
- B. **Packing:** 10 Cu. Yd. paper and cardboard bins to support volume at each location. Additional bins as needed.
- C. **Service:** Pick up 3x week at Service Center and Recreation Lot. Weekly pick up at Firestations and 2 park locations to maintain neat, tidy area around the bin. Customized per location as needed.
- D. **Payment Terms:** Checks detailing monthly weight and environmental impact report will be issued the 15th of the month for the previous month's shipments.
- E. **Pricing:** \$30 per ton
- F. **Materials accepted:** Newspapers, Phonebooks, Office and School Paper, Magazines, Mail, Catalogs, Hard and Soft Bound Books, Brown Paper Bags, Cardboard.

RIVER VALLEY PAPER COMPANY **CITY OF STRONGSVILLE**

BUYER

SELLER

By: _____
Thomas P. Perciak, Mayor

120 East Mill St. Suite 337 ~ Akron, OH 44309 ~ (330) 535-1001 ~ www.RiverValleyPaper.com

Date: _____

ADDENDUM TO SERVICE AGREEMENT BETWEEN
CITY OF STRONGSVILLE ("CITY") AND
RIVER VALLEY PAPER COMPANY ("RIVER VALLEY")

1. **WARRANTIES.** River Valley warrants that its services will be performed in a professional manner and in accordance with prevailing and applicable industry standards within the Northeast Ohio area.

2. **INDEMNIFICATION.** River Valley agrees to defend, indemnify and hold the City, and its employees and agents, harmless from any and all claims, demands, loss, personal injuries, property damage, or damage of any kind or nature whatsoever to the extent caused by the acts, errors or omissions of River Valley, its employees, agents, subcontractors, or by anyone directly or indirectly employed by any of them, or by anyone for whose negligence or willful misconduct any of them may be liable and arising out of the operation of this Agreement.

3. **INSURANCE.** River Valley shall maintain the various insurance coverages, including comprehensive general liability insurance naming the City as an additional insured and appropriate Automobile insurance and Worker's Compensation coverage. Policies shall name the City as an additional insured and shall be maintained with responsible insurance carriers qualified to do business in the State of Ohio and approved by the State Superintendent of Insurance. As soon as practical upon execution of this Agreement and before commencing any performance hereunder, River Valley shall deposit with the Director of Finance, the policies of insurance, or certificates therefore, bearing notations or accompanied by other evidence satisfactory to the Director of Finance and/or Law Director of the payment of premiums and thereafter prior to the expiration dates of the expiring policies. The City must be advised of any cancellation of policies or coverages.

4. **POWERS OF THE CITY.** Nothing contained in this Agreement shall be considered to diminish the governmental or police powers of the City, including, but not limited to, the City's authority to enter into a similar agreement with any other entity.

5. **NONDISCRIMINATION.** River Valley agrees to comply with all applicable federal, state, county and local laws regarding nondiscrimination, and specifically agrees not to discriminate against any employee or applicant for employment because of race, color, religion, creed, gender, national origin, or disability.

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

7. **NOTICES.** Any notice or other communication required or permitted hereunder shall be deemed to be properly given when sent by certified or registered mail, postage prepaid, return receipt requested, or when hand delivered, and addressed as follows:

If to City:
Director of Public Service
City of Strongsville
16099 Foltz Parkway
Strongsville, Ohio 44149
with a copy to the Law Director

If to River Valley:
Carol Pannent
Account Representative
River Valley Paper Company
120 East Mill Street, Suite 337
Akron, Ohio 44309

Either party may at any time, by giving ten (10) days' written notice to the other party, designate any other address in substitution of the foregoing address to which the notice or communication shall be transmitted.

8. PARAGRAPH HEADINGS. The paragraph headings contained herein are merely for convenience and reference, and are not intended to be a part of this Agreement, or in any manner to limit or describe the scope or intent of this Agreement or the particular paragraphs to which they refer.

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

10. NO PARTNERSHIP. Nothing contained herein shall make, or be deemed to make, the City and River Valley a partner of one another, and this Agreement shall not be construed as creating a partnership between the parties.

11. COMPLIANCE WITH CERTAIN STATE LAWS. River Valley is in compliance with and shall abide by the reporting provisions of O.R.C. Sections 9.23-9.239 regarding reporting obligations with respect to the State Auditor; and also with respect to the amended requirements of O.R.C. Section 3517.13 regarding limitations and restrictions on contributions to the campaign committees of certain City officials.

12. SINGULAR AND PLURAL. Wherever the context shall so require, the singular shall include the plural and the plural shall include the singular.

13. BINDING EFFECT AND SUCCESSORS AND ASSIGNS. This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the City and River Valley respectively and their respective partners, successors, permitted assigns and legal representatives. Neither the City nor River Valley shall have the right to assign or transfer its interests or obligations hereunder without the written consent of the other party.

Acceptance of the terms of this Addendum to the Agreement is acknowledged by both River Valley and City through the following signatures of their respective authorized representatives.

"CITY"
CITY OF STRONGSVILLE

"RIVER VALLEY"
RIVER VALLEY PAPER COMPANY

Signature

Thomas P. Perciak, Mayor
Typed Name/Title

Date of Signature

Signature

Carol Pannent, Account Representative
Typed Name/Title

Date of Signature

CERTIFICATE OF LAW DIRECTOR

I hereby certify that I have reviewed and approved the form of the foregoing Contract this _____ day of January, 2014.

Kenneth A. Kraus, Law Director

AFFIRMATIVE ACTION CERTIFICATE

In providing goods and/or services hereunder vendor, lessor or contractor agrees to comply with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 and the provisions of Executive Order No. 11246, dated September 24, 1965, as amended by Executive Order No. 11375, dated October 13, 1967, and such other executive orders on nondiscrimination in employment as may be issued, with all the rules, regulations and orders made pursuant thereto, as the same may be amended or revised from time to time, all of which are specifically included by reference and made a part hereof. Vendor, lessor or contractor agrees to include the substance of the foregoing clause in every subcontract or purchase order for performance of work in furnishing goods and/or services hereunder.

Company: _____

By: _____

Date: _____

NON-COLLUSION AFFIDAVIT

STATE OF _____)
) SS:
COUNTY _____)

_____, being first duly sworn, deposes and says that

he/she is _____ of the party making the foregoing
(Title)

Proposal; that such Proposal filed herewith is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such Proposal is genuine and not collusive or sham; that said Proposer has not, directly or indirectly, induced or solicited any other Proposer to put in a false or sham Proposal, and has not, directly or indirectly, colluded, conspired, connived or agreed with any Proposer or anyone else to put in a sham Proposal or that anyone shall refrain from proposing; that said Proposer has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the Proposal price of said Proposer or of any other Proposer or to fix any overhead, profit, or cost element of such Proposal price or that of any other Proposer, or to secure any advantage against the City of Strongsville or anyone interested in the proposed Contract; that all statements contained in such Proposal are true; that said Proposer has not, directly or indirectly, submitted his Proposal price or any breakdown thereof or the contents thereof, or divulged information or data relative thereto, or paid or agreed to pay, directly or indirectly, any money, or other valuable consideration for assistance or aid rendered or to be rendered in procuring or attempting to procure the Contract above referenced, to any corporation, partnership, company, association, organization, or to any member or agent thereof, or to any other individual, except to such person or persons as hereinabove disclosed to have a partnership or other financial interest with said Proposer in his general business; and further that said Proposer shall not pay or agree to pay, directly or indirectly, any money or other valuable consideration to any corporation, partnership, company, association, organization, or to any member or agent thereof, or to any other individual, for aid or assistance in securing the Contract above referenced in the event the same is awarded to the Proposer.

Affiant

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE THIS
_____ day of _____, 20__.

Notary Public

DELINQUENT PERSONAL PROPERTY STATEMENT

_____, having been awarded a Contract by the City of
(name of proposer)

Strongsville hereby affirms under oath, pursuant to R.C. 5719.042 that at the time the Proposal was submitted, my company (was) (was not) charged with delinquent personal property taxes on the General Tax List of Personal Property for Cuyahoga County, Ohio.

If such charge for personal property tax exists on the General Tax List of Personal Property Cuyahoga County, Ohio the amount of such due and unpaid delinquent taxes including due and unpaid penalties and interest shall be set forth below.

A copy of this statement shall be transmitted to the Cuyahoga County Fiscal Officer and the Cuyahoga County Treasurer within thirty days of the date it is submitted. A copy of this statement shall also be incorporated into the Contract made between the City of Strongsville and the Proposer, and no payment shall be made with respect to any Contract unless such statement has been so incorporated as a part thereof.

Delinquent Personal Property Tax \$ _____

Penalties \$ _____

Interest \$ _____

(Company Name)

By:

Its:

STATE OF _____)
COUNTY _____) SS:

SWORN TO BEFORE ME, a Notary Public in and for said county and state, on this
_____ day of _____, 201____.

Notary Public

**DECLARATION AND REPRESENTATION
IN ACCORDANCE WITH O.R.C. §9.24
(Unresolved Findings for Recovery)**

In accordance with provisions of Ohio Revised Code Section 9.24, the undersigned vendor hereby certifies and represents to the City that it does not currently have any unresolved findings for recovery against it pending with the Ohio Auditor of State. The undersigned further understands and acknowledges that pursuant to law, the City, as owner, will conduct a search of the Auditor of State's available database to verify the within information; and further that if the undersigned vendor appears on the list indicating that there are one or more unresolved findings for recovery, then it will be prohibited under law and disqualified from being awarded a contract for goods, services or construction paid for in whole or in part with state funds. Such findings may also be considered by the City in determining the lowest and best bidder or vendor, even if no state funds are involved.

VENDOR

[illegible]

By: _____

Title: _____

Date: _____

STATE OF _____)
) SS:
COUNTY OF _____)

SWORN TO AND SUBSCRIBED before me this _____ day of _____,
20____.

Notary Public

**CERTIFICATION AND REPRESENTATIONS
CONCERNING CAMPAIGN CONTRIBUTIONS TO CITY OFFICIALS**

In accordance with City policy and consistent with the intent of provisions of Ohio Revised Code Section 3517.13 as amended, the undersigned contractor/bidder hereby certifies and represents to the City that neither it nor any of the following have during the past two (2) years made individual contributions exceeding \$1,000.00 to any City officials or their campaign committees who have or would be involved in awarding the contract, bid or purchase order being proposed or entered into: (i) an individual; or (ii) partner or owner of partnership or unincorporated association; (iii) shareholder of association; (iv) more than 20% shareholder if a corporation; (v) administrator of estate; (vi) executor of estate; (vii) trustee of trust or; (viii) spouse of any of the above.

The undersigned further understands and acknowledges that the City can confirm and verify the above information; and that if any of these certifications or representations are false, then the City will have the discretion to prohibit and disqualify the undersigned from being awarded a contract, bid or purchase order by the City for goods or services exceeding \$500.00 in value during any calendar year.

CONTRACTOR/BIDDER

By: _____

Title: _____

Date: _____

STATE OF _____)

) SS:

COUNTY OF _____)

SWORN TO AND SUBSCRIBED before me this ____ day of _____,
20__.

Notary Public

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – 015

By: Mayor Perciak and Mr. Southworth

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A NON-EXCLUSIVE RENTAL/OCCUPANCY AGREEMENT WITH THE STRONGSVILLE LACROSSE ASSOCIATION ON A LIMITED BASIS FOR 2014, FOR THE CITY'S FOOTBALL FIELDS LOCATED ON LUNN ROAD IN THE CITY OF STRONGSVILLE.

WHEREAS, the City of Strongsville previously purchased some twenty-five (25) acres of land located on Lunn Road near 21255 Lunn Road, primarily for purposes of a recreational park and recreational fields, and has expended sufficient sums to develop part of said land into a regulation game field and an adjacent practice field for football play by youth of the Strongsville community; and

WHEREAS, through adoption of Ordinance No. 2009-081, the City entered into a non-exclusive Lease Agreement with the Strongsville Football League, Inc. for lease of such premises and fields for a period of five (5) years; and

WHEREAS, the Strongsville Lacrosse Association (SLA), is a Strongsville community-based nonprofit, volunteer organization that offers Strongsville residents a lacrosse program for boys and girls in grades 3 through 12; and further which views its mission to be using the game of lacrosse as a vehicle for teaching life lessons to the youth of Strongsville, regardless of skill level; and

WHEREAS, through adoption of Ordinance No. 2012-030, this Council later authorized the Mayor to enter into a limited, non-exclusive Rental/Occupancy Agreement with the Strongsville Lacrosse Association for 2012; and

WHEREAS, through adoption of Ordinance No. 2013-071, Council further authorized the Mayor to enter into another limited, non-exclusive Rental/Occupancy Agreement with the SLA for 2013; and

WHEREAS, SLA again desires to occupy and play its games on the City football fields on a limited and non-exclusive basis for 2014; and

WHEREAS, the City welcomes this effort to provide the children and families of Strongsville a safe and rewarding youth lacrosse experience; and

WHEREAS, the parties, therefore, now desire to enter into another limited Rental/Occupancy Agreement for 2014 to be authorized in accordance with Strongsville Codified Ordinance 264.02;

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2014 – 015
PAGE 2

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO, TWO-THIRDS OF THE MEMBERS CONCURRING:

Section 1. That this Council finds and determines that the premises owned by the City and located on Lunn Road, Strongsville, Ohio, and described in Exhibits A and B attached hereto, are not needed entirely for municipal public use; and authorizes and directs the Mayor to enter into another limited, non-exclusive Rental/Occupancy Agreement with the Strongsville Lacrosse Association for 2014, and upon the other terms and conditions set forth in the Rental/Occupancy Agreement, attached hereto and designated Exhibit 1, which is approved in all respects.

Section 2. That to the extent any funds will be required for the implementation of this Ordinance, such will be paid from the Multi-Purpose Complex Fund (Ehrnfelt Center).

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

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

President of Council

Approved: _____
Mayor

Date Passed: _____ Date Approved: _____

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

Attest: _____
Clerk of Council

ORD. No. 2014-015 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

RENTAL/OCCUPANCY AGREEMENT

THIS RENTAL/OCCUPANCY AGREEMENT is made effective the ____ day of _____, 2014, by and between **THE CITY OF STRONGSVILLE, OHIO**, a municipal corporation organized and existing pursuant to law and located at 16099 Foltz Parkway, Strongsville, Ohio 44149 (hereinafter "City") and **STRONGSVILLE LACROSSE ASSOCIATION**, c/o Geoff Belz, an Ohio nonprofit limited liability company, qualified as a 501(c)(3) nonprofit organization and located at 20703 Pembroke Oval, Strongsville, Ohio 44149 (hereinafter called "SLA" or "Tenant").

WITNESSETH:

WHEREAS, the City of Strongsville previously purchased some twenty-five (25) acres of land located on Lunn Road near 21255 Lunn Road, primarily for purposes of a recreational park and recreational fields, and has expended sufficient sums to develop part of said land into a regulation game field and an adjacent practice field for football play by youth of the Strongsville community; and

WHEREAS, through adoption of Ordinance No. 2009-081, the City entered into a non-exclusive Lease Agreement with the Strongsville Football League, Inc. for lease of such premises and fields for a period of five (5) years; and

WHEREAS, the Strongsville Lacrosse Association, is a Strongsville community-based nonprofit, volunteer organization that offers Strongsville residents a lacrosse program for boys and girls in grades 3 through 12; and further which views its mission to be using the game of lacrosse as a vehicle for teaching life lessons to the youth of Strongsville, regardless of skill level; and

WHEREAS, through adoption of Ordinance Nos. 2012-030 and 2013-071, Council authorized the Mayor to enter into limited, non-exclusive Rental/Occupancy Agreements with the SLA; and

WHEREAS, SLA again desires to occupy and play its games on the City football fields on a limited and non-exclusive basis for 2014; and

WHEREAS, the City welcomes this effort to provide the children and families of Strongsville a safe and rewarding youth lacrosse experience.

NOW, THEREFORE, the parties, in consideration of the above, and the following agreements, covenants and representations, agree that:

1. DESCRIPTION AND RENTAL OF PREMISES

The City hereby rents to Tenant for limited occupancy, and Tenant hereby rents from City, certain premises situated on Lunn Road near 21255 Lunn Road, in the City of Strongsville, County of Cuyahoga, and State of Ohio and commonly known as the "City of Strongsville Football Fields," as reflected on the drawing attached as Exhibit A, which is made a part hereof (hereinafter the "Premises").

Ex. 1

2. TERM

2.1 Term

The term of this Rental/Occupancy shall commence March 30, 2014 and end at midnight June 2, 2014, with the football fields (other than practices) only being occupied for games on the specific dates indicated on the attached Exhibit C incorporated herein.

2.2 Termination

Tenant hereby acknowledges that the City may, at any time, and without cause, terminate this Agreement upon thirty (30) days written notice. The City will make every good faith effort to apprise Tenant of its intentions at the earliest possible date, but reserves the right to terminate this Agreement within its sole discretion.

2.3. Holding Over

If Tenant holds over in possession of the Premises after the expiration date of the term of this Rental Agreement, and no new agreement is executed, the City shall have the option of (i) renewing this Rental Agreement for an additional term of one (1) year, or (ii) considering Tenant a month-to-month tenant, in either event under the same conditions, other than term, as are provided in this Agreement and then in effect, including rent; or (iii) declaring Tenant in Default. The City may exercise its option to renew this Agreement as provided above by giving Tenant notice thereof as provided in this Agreement within thirty (30) days after commencement of Tenant's holding over in possession. If the City fails to give such notice within the time provided therefore, a month-to-month tenancy shall be deemed to have been created.

3. RENT

3.1 Basic Rent

Tenant agrees to pay to the City as rental for the term of this Rental/Occupancy the sum of Ten and No/100 Dollars (\$10.00), per game date for a total of Ninety and No/100 Dollars (\$90.00), payable in full and in advance on March 30, 2014.

3.2 Effect of Increase in the City's Insurance Premiums

(a) If the City's expense for insurance premiums relating to the Premises is increased over that for the period immediately prior to the commencement of the original term of this Agreement by reason of Tenant's use of the Premises, then the rental shall be increased over the amounts otherwise provided for in this Agreement by the amount of such increase in premiums over the premium paid by the City immediately prior to the entry of Tenant into possession of the Premises.

(b) Upon receipt of each premium notice, the City shall prepare and render to Tenant a statement for the amount of additional rent to be paid to the City hereunder. Such amount shall be payable within fifteen (15) days after such statement shall have been rendered.

3.3 Method of Payment

All Basic Rent payments shall be made payable to the City of Strongsville and shall be sent to the City of Strongsville, 16099 Foltz Parkway, Strongsville, Ohio

44149, Attention: Finance Department, unless the City shall direct otherwise by notice to Tenant.

4. POSSESSION

Tenant may enter into possession and occupancy of the Premises on the commencement date of the Term.

5. CONDITION OF PREMISES, REPAIRS, ALTERATIONS AND MAINTENANCE

5.1 Condition of Premises at Commencement of Term

Tenant has examined the Premises, knows their condition and accepts the Premises in their present condition. Tenant acknowledges that the City has made no representations to Tenant as to the condition of the Premises prior to or at the execution of this Agreement, and has promised no repairs or alterations thereto.

5.2 Repairs and Maintenance

(a) The City shall have sole responsibility, at its expense, but within its sole discretion, to repair and maintain the Premises, including but not limited to lining and reasonable maintenance of the football game field, plus all driveways, sidewalks, parking areas or other paved areas servicing the Premises. City shall also, at its sole expense, keep all walks, driveways, sidewalks, parking areas or other paved areas servicing the Premises free of excessive snow, ice, water, rubbish and dirt and other natural or artificial accumulations.

(b) City shall perform such repairs and maintenance thereon as may be reasonably necessary within its sole discretion to maintain such areas in a clean, safe, serviceable and sound condition, and to comply with the laws, ordinances and regulations of all authorities which have jurisdiction over the Premises.

5.3 Condition of Premises at Termination of Agreement

Upon the expiration or other termination of this Agreement, Tenant shall remove its goods and effects and those of all persons claiming under it from the Premises, and shall deliver and yield the Premises to the City in as good repair and condition as the Premises were at the commencement of the term of this Agreement, reasonable wear and tear excepted.

6. UTILITIES

The City shall pay all charges for the use of sewers, water, light, fuel or other utilities relating to the Premises, if any.

7. INSURANCE AND INDEMNIFICATION

7.1 Public Liability Insurance

Tenant shall obtain, at its expense, effective as of the commencement of its right to occupy the Premises, and will maintain so long as Tenant continues to occupy or rent any part of the Premises, complete comprehensive, general liability insurance, under which the City will be named as an additional insured, the policy or policies to be in such form and issued by such company or companies as are satisfactory to the City, in the sum of One Million Dollars (\$1,000,000.00) in the event of

injury to one person or damage to property and Two Million Dollars (\$2,000,000.00) in the event of injuries to more than one person or damage to property arising out of each occurrence for which a claim for damages may result. Said policy or policies, or a copy or copies thereof, or a certificate or certificates thereof, will be deposited with the City together with evidence of payment of the premiums thereon, within thirty (30) days after their issuance.

7.2 Fire, Extended Coverage and Similar Coverages

If insurance coverage of all or any part of the Premises against loss or damage by fire, lightning, such perils as are at this time comprehended within the term "Extended Coverage," vandalism, malicious mischief, boiler and risk form, such perils as are included in the "Superior Form" of policy as issued by the Factory Insurance Association, Improved Risk Mutual, or similar organization, war risk, floods, earthquakes, rent insurance, etc., should be desired by the City, such insurance shall be obtained and maintained at the sole responsibility and expense of Tenant. If such additional insurance coverage is required by the City, Tenant will be notified consistent with Section 15 of this Agreement.

7.3 Indemnification

Tenant will defend, indemnify, and hold harmless the City, its agents, employees and individual board and Council members from any and all claims, liabilities, demands, costs, expenses, damage or loss to persons (including loss of life) or property which may arise from the use of the Premises or from the conduct or management of or from anything done in or about the Premises by or on behalf of Tenant or any employee, agent, invitee, or licensee of Tenant, together with all costs, expenses and attorneys' fees incurred by the City in connection with any such claim, demand, or legal proceeding arising therefrom and brought against the City. The foregoing will also include, but not be limited to, any such damage or loss caused by Tenant itself or its officers, agents, representatives, guests or invitees.

8. USE

8.1 General

(a) Tenant's times and schedule of specific use shall be on a non-exclusive basis and specifically designated by the City through its Director of Recreation & Senior Services; provided, however, that scheduling of games and practice sessions shall be afforded to the Tenant in order to attempt to accommodate the Tenant's needs over any other potential users or occupiers. The foregoing is subject, however, to City Recreation Department programs which will always take precedence with regard to scheduling; and also to the fact that the City's Recreation Department reserves the right to alter, modify, supplement, amend and revise schedules, rules and regulations within its sole discretion.

(b) Tenant shall occupy and use the Premises for recreational purposes only and for no other purpose, and in a careful, safe and proper manner, and shall not commit or suffer any waste therein. Tenant shall not occupy or use the Premises for any unlawful purpose, in violation of any lawful covenant or condition of record restricting the use of the Premises, or in any way that would increase or cause foreseeable harm or injury to others. In its occupation and use of the Premises, Tenant shall comply with all laws, ordinances, rules, regulations, requirements and orders of all governmental authorities having jurisdiction over the Premises.

(c) If any such authority notifies the City of a violation of any such law, ordinance or regulations, the City shall notify Tenant thereof, and Tenant shall have ten (10) days following such notice to correct such violations. Failure by Tenant so to act within such ten (10) day period shall constitute a default for the purpose of this Agreement.

(d) All excise taxes, license fees and charges for permits which may arise from the use or operation of the Premises or the conduct of any business thereon shall be payable by Tenant, and Tenant shall save the City harmless from all liability therefor.

8.2 Alterations and Improvements

(a) Tenant shall not be permitted under any circumstances to make alterations or improvements to the Premises.

(b) The City may make such alterations and additions affecting the Premises as it might desire, provided that the same shall not materially impair Tenant's use of the Premises consistent with this Agreement.

8.3 Other Conditions

(a) The dimensions of the game field will be slightly different from a regulation lacrosse field due to safety concerns (see attached Exhibit B for the dimensions and layout).

(b) The City will have the sole discretion to cancel games or practices due to field conditions; with such information disseminated through the City's rain-out number (440-580-3102).

(c) Practices are permissible on the fields behind the football fields.

(d) SLA will finance all of its operating costs including, but not limited to any necessary equipment, uniforms or referee fees and costs of marketing and fundraising efforts on its own and without any assistance from the City of Strongsville.

9. DEFAULT

9.1 Events Constituting Default

For the purpose of this Agreement, "default" shall mean any of the following events: (a) abandonment of the Premises by Tenant, or (b) failure by Tenant to pay any installment of rent or other money or obligations within ten (10) days after the City shall have given Tenant written notice that such rent or other obligation is past due, or (c) failure by Tenant to perform or observe any other covenant or agreement under this Agreement, which failure shall continue uncured for a period of thirty (30) days after delivery to Tenant of written notice thereof, or (d) Tenant's permitting the Premises to be vacant or unoccupied for more than thirty (30) consecutive days.

9.2 Effect of Default

In the event of default, the City may at its option (a) terminate this Agreement, or, without terminating this Agreement, terminate Tenant's right to possession of the Premises under this Agreement, (b) re-enter the Premises with or without process of law, using such force as may be necessary and remove all persons and chattels therefrom and the City shall not be liable for damages or otherwise by reason of such re-entry, (c) cure any default relating to the condition of the Premises and obtain reimbursement of expenses therefor from Tenant, or (d) employ any other remedy provided by law. The foregoing remedies may be exercised individually or

cumulatively at the option of the City, and the exercise of any one shall not be deemed a waiver of the City's right to exercise one or more additional remedies. Except as provided in this Agreement, Tenant waives the necessity of demand for rent and any other demand or notice that may now or thereafter be required by any statute, regulation or decision for the maintenance by City of any action in forcible entry and detainer. The commencement of such an action by the City shall for the purpose of this Agreement be equivalent to the City's exercise of its right to re-enter the Premises.

9.3 Waiver or Default

No waiver of any condition or covenant of this Agreement by the City or Tenant shall be construed as constituting a waiver of any subsequent breach of any such condition or covenant, or as justification or authorization for the breach or any other covenant or condition of this Agreement; nor shall the acceptance of rent by the City at a time when Tenant is in default under any covenant or condition of this Agreement be construed as a waiver of such default or any of the City's rights, including, but not limited to, the right to terminate this Agreement on account of such default or as an estoppel against the City, or be construed as an amendment to this Agreement or as a waiver by the City of any other right created herein or by law in favor of the City and against Tenant on account of such default.

10. MECHANICS' LIENS

The Tenant shall not permit any mechanics', laborers', materialmens' or other liens to stand against the Premises for any labor, machinery or materials furnished or claimed to have been furnished in connection with the work of any character performed or claimed to have been performed on, or pertaining to the Premises solely for Tenant or under Tenant's control, whether such work was performed or materials furnished prior to or subsequent to the commencement of the term of this Agreement. If any such lien shall be filed or shall attach, the Tenant shall promptly either pay the same or procure the discharge thereof by giving security or in such other manner as is required or permitted by law. If Tenant fails to do so within thirty (30) days after receiving written notice from the City, the City may procure the discharge of such lien, by payment or otherwise, and may recover all costs and expenses of so doing from Tenant. Moreover, Tenant shall defend, indemnify and hold harmless the City from and against all claims, demands and legal proceedings on account of such furnishing or claimed furnishing of labor, machinery, material and fuel, and shall directly pay or reimburse the City for all costs and expenses thereof, including, but not limited to, attorneys' fees (to the extent permitted by law), bond premiums and court costs.

11. QUIET ENJOYMENT

Upon Tenant's paying the rent, and performing and observing the agreements and conditions on its part to be performed and observed, Tenant shall and may peaceably and quietly have, hold, and enjoy the Premises during the term of this Rental/Occupancy Agreement on a non-exclusive basis and subject to the City's scheduling of its use, but otherwise without interference by the City or anyone claiming by, through or under the City. However, the City shall not be liable for any damage or interference with use occasioned by or from (a) any gas, water or other pipes bursting or leaking, or (b) water, snow or ice on the Premises.

12. RIGHT OF ENTRY

The City, its agents and employees shall have the right, at all reasonable times during the term of this Rental/Occupancy, to enter the Premises to view and inspect the same and to perform any work therein which may be required or permitted of the City hereunder; provided, however, that the City, its agents and employees shall in exercising such right not unreasonably interfere with Tenant's use of the Premises. The City also shall have the right to use or arrange for use of the Premises by others when it is not in use by Tenant.

13. ASSIGNMENT, SUBLEASE AND CHANGE OF ORGANIZATION

13.1 Assignment and Sublease

Tenant shall not assign this Rental/Occupancy or any of its benefits or burdens under this Agreement, or sublet all or any part of the Premises, or permit all or any part of the Premises to be used or occupied by others unless Tenant first obtains the City's prior written consent, which the City may, in its discretion, withhold for any reason or none at all.

13.2 Change of Organization of Tenant

Tenant shall not terminate its existence, change its form of organization or permit the change of identity of its principal officers or the transfer of all, or substantially all of its assets without first having obtained the City's written consent. The City shall not unreasonably withhold such consent, and shall be deemed to consent to any change in officer status or otherwise resulting from the death or long-term disability of any officer or trustee of Tenant.

14. NOTICES

All notices to the City
shall be sent to:

The City of Strongsville
18100 Royalton Road
Strongsville, Ohio 44136
Attention: Bryan V. Bogre, Director
of Recreation & Senior Services
(With a copy to the Law Director)

All notices to the Tenant
shall be sent to:

Strongsville Lacrosse Association
c/o Geoff Belz
20703 Pembroke Oval
Strongsville, Ohio 44149

Either party may at any time change the address to which notice shall be sent by advising the other party in writing of such a change. Notice shall be deemed given if sent by certified mail, postage prepaid, return receipt requested, and any such notice shall be deemed given when mailed as provided in this Section.

15. PARTIES BOUND AND BENEFITED

This Agreement shall bind and benefit the parties hereto, their successors and permitted assigns. The words "City" and "Tenant" in this Agreement shall be construed to include the corporations and/or entities named herein as City and Tenant, respectively, and their respective successors and permitted assigns. This Section shall

not be construed to abridge, modify or remove the prohibitions or restrictions on assignment, subleasing, permission to occupy or similar acts contained elsewhere in this Agreement.

16. RELATIONSHIP OF THE PARTIES

Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, or any relationship between the parties hereto other than that of City and Tenant.

17. ONLY AGREEMENT

This instrument contains the entire and only agreement between the parties, and neither party has made any representations or warranties other than those contained herein. It shall not be modified in any way except by a writing signed by both parties and approved in accordance with law.

18. CAPTIONS

The captions utilized as headings for the various articles and sections of this Agreement are used only as a matter of convenience for reference, and are not to be considered a part of this Agreement nor to be used in determining the intent of the parties to this Agreement.

19. GOVERNING LAW

The validity and construction of this Agreement shall be governed by the law of the State of Ohio, where the Premises are located.

20. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, the City and Tenant have caused this Rental/Occupancy Agreement to be executed by their duly authorized officers on the dates written below.

Witnesses:

CITY OF STRONGSVILLE

By: _____
Thomas P. Perciak
Its: Mayor _____

Date: _____

Approved for form:

By: _____
Law Director

**STRONGSVILLE LACROSSE
ASSOCIATION**
(an Ohio Non-Profit Limited
Liability Co.)

By: _____
Geoff Belz
Its: President

Date: _____

STATE OF OHIO)
) ss
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named **CITY OF STRONGSVILLE**, by Thomas P. Perciak, its Mayor, who acknowledged that he did sign the foregoing instrument and that the same is his free and voluntary act and deed as Mayor, and the free and voluntary act and deed of said municipal corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Strongsville, Ohio, this ____ day of _____, 2014.

Notary Public

STATE OF OHIO)
) ss
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named **STRONGSVILLE LACROSSE ASSOCIATION**, by Geoff Belz, its President, who acknowledged that he did sign the foregoing instrument and that the same is his free and voluntary act and deed, and the free and voluntary act and deed of said non-profit limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Strongsville, Ohio, this ____ day of _____, 2014.

Notary Public

RENTAL AREA EXHIBIT

P.O.C.

P.P.O.B.

Rental AREA

Lunn Road 60'

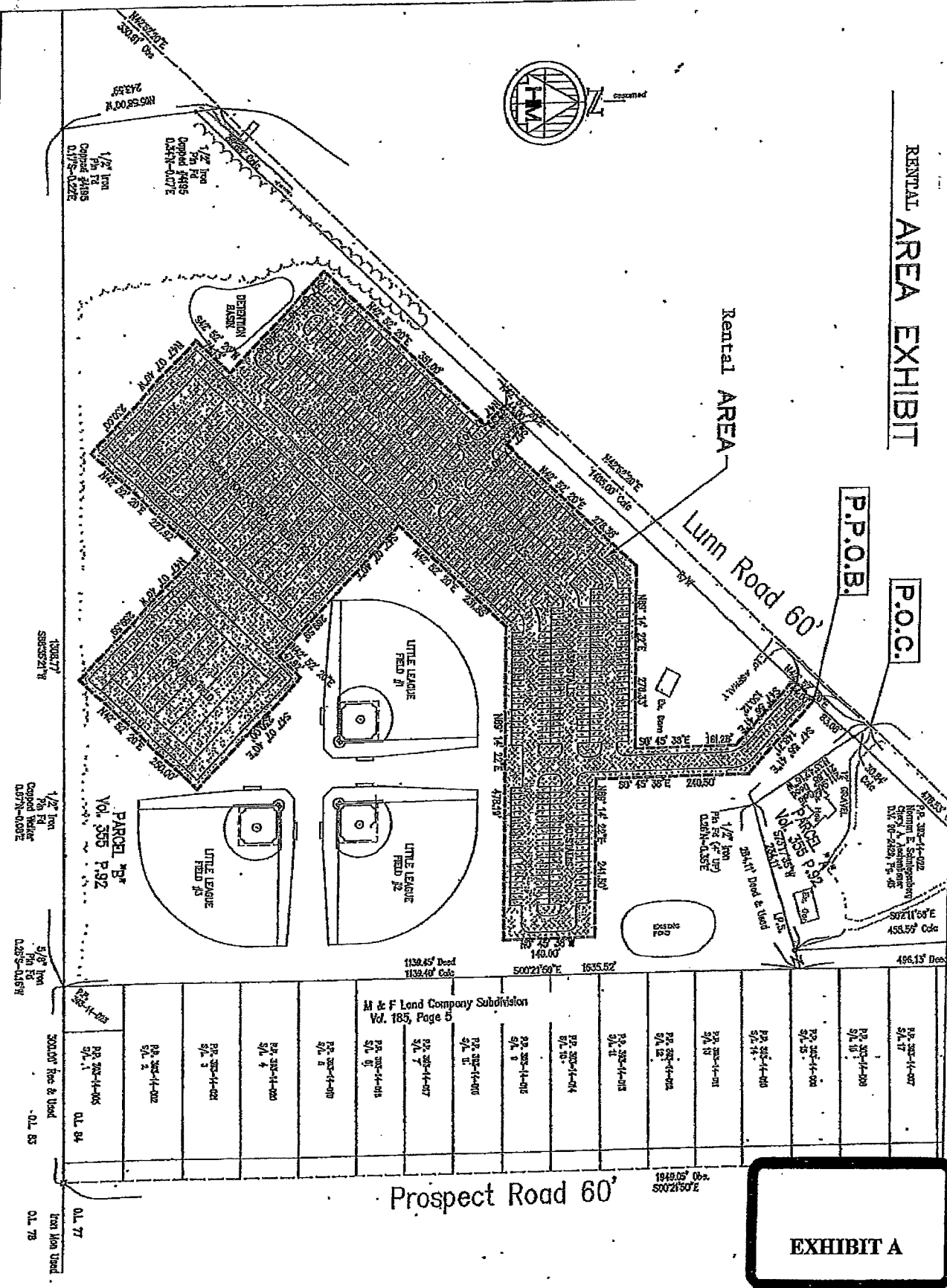
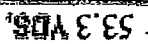


EXHIBIT A

THE UNIVERSITY OF CHICAGO

**EXHIBIT B**

Strongsville High School Lacrosse 2014 Home Games

Team	Month	Date	Day	Time
Boys	April	8	Tuesday	5:30pm
Boys	April	14	Monday	5pm
Girls	April	23	Wednesday	6:30pm
Boys	April	24	Thursday	5pm
Girls	April	25	Friday	5pm
Boys	April	26	Saturday	10am
Girls	April	29	Tuesday	6pm
Girls	May	1	Thursday	6pm
Boys	May	3	Saturday	12pm

EXHIBIT C

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – 016

By: Mayor Perciak and All Members of Council

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO FILE AN APPLICATION ON BEHALF OF THE CITY OF STRONGSVILLE FOR FUNDING ASSISTANCE UNDER THE OHIO DEPARTMENT OF TRANSPORTATION-OHIO TURNPIKE INFRASTRUCTURE COMMISSION'S TURNPIKE MITIGATION PROGRAM, IN CONNECTION WITH THE CITY'S BLAZEY TRAIL NOISE BARRIER WALL PROJECT, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Strongsville is planning to initiate a project to mitigate certain traffic noise on and near BlazeY Trail by constructing a barrier wall in order to address audio effects of traffic to residents arising from the flow of traffic on the nearby Ohio Turnpike (the "Project"); and

WHEREAS, the Ohio Turnpike Commission in 2009 prepared a Noise Mitigation Study to review and study noise impact mitigation measures that may be used along the Ohio Turnpike; and such study identified the Strongsville location where a barrier would be beneficial to residential homes within the area; and

WHEREAS, the Project consists of the design and construction of approximately 2,350 linear feet of an 8-foot high noise barrier wall located on the south side of the Ohio Turnpike near mile marker 164; and

WHEREAS, the City intends to request funding from the Ohio Department of Transportation-Ohio Turnpike Infrastructure Commission under the Ohio Turnpike Commission's Turnpike Mitigation Program in order to assist the City in supporting the Project; and

WHEREAS, in order to avail itself of the aforesaid funding and meet the application filing deadline for financial assistance, the City must proceed with prompt application to the Ohio Department of Transportation-Ohio Turnpike Infrastructure Commission for funding assistance in connection with the Project.

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

Section 1. That this Council hereby approves and authorizes the filing of an application with the Ohio Department of Transportation-Ohio Turnpike Infrastructure

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – 016

Page 2

Commission for funds under its Ohio Turnpike Mitigation Program in an amount up to \$770,000.00, on behalf of the City of Strongsville, for funding of a noise barrier wall at mile marker 164 on the south side of the Turnpike with regard to the City's Blazey Trail Noise Barrier Wall Project, a copy of which application is on file with the City's Engineer and which is, in all respects, hereby approved.

Section 2. That the City's portion of the costs in connection with the Project estimated to be some \$70,000.00 of the total Project costs, shall be paid from the General Capital Improvement Fund.

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

Section 4. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reasons that it is immediately necessary to approve and authorize the filing of the application in order to meet the filing deadline and be eligible for the grant program, to alleviate and mitigate undue noise and audio effects of the flow of high-speed traffic within certain areas of the municipality, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

President of Council

Approved: _____
Mayor

Date Passed: _____ Date Approved: _____

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

Attest: _____
Clerk of Council

ORD. No. 2014-016 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2014-017

BY: Mayor Perciak and All Members of Council

A RESOLUTION DECLARING IT NECESSARY TO RENEW AN EXISTING 1.5 MILL TAX LEVY FOR THE PURPOSE OF CURRENT EXPENSES OF THE CITY OF STRONGSVILLE PURSUANT TO SECTION 5705.19(A) OF THE OHIO REVISED CODE, REQUESTING THE COUNTY FISCAL OFFICER TO CERTIFY THE TOTAL CURRENT TAX VALUATION OF THE CITY AND THE DOLLAR AMOUNT OF REVENUE THAT WOULD BE GENERATED BY THAT RENEWAL LEVY, AND DECLARING AN EMERGENCY.

WHEREAS, the electors of this City on November 3, 2009, approved the renewal of the then existing 1.5 mill levy for five years for the purpose of current expenses of the City; and

WHEREAS, the authority to levy the aforesaid tax expires with the levy to be made on the 2013 tax duplicate for distribution to the City in 2014; and

WHEREAS, this Council finds it necessary to renew said 1.5 mill levy in excess of the ten-mill limitation in accordance with Sections 5705.19(A) and 5705.191 of the Revised Code in order to continue receiving such revenue without interruption; and

WHEREAS, in accordance with Division (B) of Section 5705.03 of the Revised Code, in order to submit the question of a tax levy pursuant to Sections 5705.19(A) and 5705.191 of the Revised Code, this Council must request that the County Fiscal Officer certify (i) the total current tax valuation of the City and (ii) the dollar amount of revenue that would be generated by the levy; and

WHEREAS, in accordance with Division (B) of Section 5705.03 of the Revised Code, upon receipt of a certified copy of a resolution of this Council declaring the necessity of the tax, stating its purpose, whether it is an additional levy or a renewal or a replacement of an existing tax, and the Section of the Revised Code authorizing its submission to the electors, and requesting such certification, the County Fiscal Officer is to certify the total current tax valuation of the City and the dollar amount of revenue that would be generated by the proposed levy;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, CUYAHOGA COUNTY, OHIO, two-thirds of all the members elected thereto concurring, that:

Section 1. This Council declares that it is necessary to renew, for a period of five years, beginning with the tax list and duplicate for the year 2014, the proceeds of which would be available to this City in the calendar year 2015, an existing 1.5 mill ad valorem property tax outside of the ten-mill limitation for the purpose of current expenses of the City, and that it intends to submit the question of the renewal of that levy to the electors at an election on May 6, 2014, as authorized by Sections 5705.19(A) and 5705.191 of the Revised Code.

Section 2. This Council requests the County Fiscal Officer to certify to it both (i) the total current tax valuation of the City and (ii) the dollar amount of revenue that would be generated by the renewal levy specified in Section 1.

Section 3. The Clerk of Council is hereby authorized and directed to deliver promptly to the County Fiscal Officer a certified copy of this resolution.

Section 4. This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this resolution were taken in an open meeting of this Council and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 5. This resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City and for the further reason that this resolution is required to be immediately effective in order to permit necessary arrangements to be made in sufficient time for the aforesaid election; wherefore, this resolution shall be in full force and effect from and immediately after its adoption and approval by the Mayor.

President of Council

Approved: _____
Mayor

Adopted: _____, 2014

Date Approved: _____, 2014

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

Attest: _____
Clerk of Council

RES.
ORD. No. 2014-017 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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