

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

City of Strongsville

16099 Foltz Parkway Strongsville, Ohio 44149-5598 Phone: 440-580-3110 Council Office Fax: 440-572-1648 www.strongsville.org January 30, 2014

MEETING NOTICE

City Council has scheduled the following meetings for <u>Monday, February 3, 2014</u>, to be held in the Caucus Room and the Council Chamber at the <u>Mike Kalinich Sr. City Council Chamber</u>, 18688 Royalton Road:

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

7:30 P.M. Communications and Technology Committee will meet to discuss Ordinance No. 2014-018.

<u>Planning, Zoning and Engineering Committee</u> will meet to discuss Ordinance Nos. 2013-075, 2014-019 and 2014-020.

<u>Public Safety and Health Committee</u> will meet to discuss Ordinance No. 2014-012.

<u>Public Service and Conservation Committee</u> will meet to discuss Ordinance Nos. 2014-021, 2014-022 and 2014-023.

Recreation and Community Services Committee will meet to discuss Ordinance Nos. 2014-015 and 2014-024.

<u>Economic Development Committee</u> will meet to discuss items pertinent to the Committee.

Committee of the Whole will meet to discuss Resolution No. 2014-025. The Committee will also consider a motion to approve the minutes of the Committee of the Whole meeting held on January 27, 2014. The Council will then meet in **Executive Session** to discuss the appointment, employment and compensation of public employees.

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 MONDAY, FEBRUARY 3, 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:
 - Regular Council Meeting January 21, 2014
- 6. APPOINTMENTS AND CONFIRMATIONS:
- 7. PUBLIC HEARING:
- 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. 2013-075 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. Public Hearing 01-21-14.

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. First reading 01-21-14.

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. First reading 01-21-14.

Ordinance No. 2014-018 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH AT&T (PUBLIC SAFETY SOLUTIONS) FOR THE PURCHASE AND INSTALLATION OF A NEW, UPDATED 911 CALL HANDLING SYSTEM TO ENHANCE THE CITY'S DISPATCH SERVICES, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.

Ordinance No. 2014-019 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 16403 and 16445 PEARL ROAD (PARTS OF PPNS 397-09-009 and 397-09-003), IN THE CITY OF STRONGSVILLE FROM R1-75 (ONE FAMILY 75) CLASSIFICATION TO GB (GENERAL BUSINESS) CLASSIFICATION. (J-LIN-J Inc. [Fran and Vince Mancuso], Owner. Proposed rezoning for possible future development.)

Ordinance No. 2014-020 by Mr. Maloney. AN ORDINANCE ACCEPTING FOR DEDICATION TO PUBLIC USE CERTAIN LANDS WITHIN ANDRUS WOODS WESTWOOD FARMS SUBDIVISION NO. 16, PHASE II; ACCEPTING CERTAIN PUBLIC UTILITIES CONSTRUCTED THEREIN AND AUTHORIZING AND DIRECTING THE ACTS REQUIRED IN FURTHERANCE THEREOF, AND DECLARING AN EMERGENCY.

Ordinance No. 2014-021 by Mr. Carbone. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE PURCHASE AND DELIVERY OF READY MIX CONCRETE FOR USE BY THE SERVICE DEPARTMENT OF THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

Ordinance No. 2014-022 by Mayor Perciak and Mr. Carbone. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR UNIFORM RENTAL SERVICE THROUGH 2015 FOR USE BY THE CITY'S SERVICE DEPARTMENT, AND DECLARING AN EMERGENCY.

Ordinance No. 2014-023 by Mr. Carbone. AN ORDINANCE AUTHORIZING THE SALE BY INTERNET AUCTION, OF CERTAIN OBSOLETE PROPERTY NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE BY THE CITY'S PUBLIC SERVICE DEPARTMENT, AND DECLARING AN EMERGENCY.

Ordinance No. 2014-024 by Mr. Southworth. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE PURCHASE OF YOUTH SPORTS WEARING APPAREL FOR USE BY THE RECREATION DEPARTMENT OF THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

Resolution No. 2014-025 by Mayor Perciak and All Members of Council. A RESOLUTION SUBMITTING THE QUESTION OF THE RENEWAL OF A 1.5 MILL TAX LEVY FOR THE PURPOSE OF CURRENT EXPENSES OF THE CITY OF STRONGSVILLE PURSUANT TO SECTIONS 5705.19(A) AND 5705.191 OF THE OHIO REVISED CODE, AND DECLARING AN EMERGENCY.

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2013 – <u>075</u>

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; andas 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.

CITY OF STRONGSVILLE, OHIO ORDINANCE NO. 2013 - <u>075</u> Page 3

(c) <u>Accessory Uses Permitted</u>.

- (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; andas 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: Logical Much 18, 2013 Referred to Planning Commission-11/18/13 |
|--|
| Second reading april / 20/3 by sub / favorable recommendation by pe |
| Second reading with the system of the second reading with the second reading w |
| Third reading: Munitur 18,2013 Approved: 19/05/13 Houry Meading: December 16,943 |
| tourthreading: December 16, 203 |
| Public Hearing: WWW W , WU/4 |

CITY OF STRONGSVILLE, OHIO ORDINANCE NO. 2013 - <u>075</u> Page 4

| Pres | ident of Co | uncil | Approved: Mayor |
|-----------------|---|------------|--|
| Date Passe | ed: | | Date Approved: |
| | <u>Yea</u> | <u>Nay</u> | Attest: |
| Carbone | | | Clerk of Council |
| Daymut DeMio | | | (SUB) |
| Dooner | *************************************** | | ORD. No. <u>2013-075</u> Removed: |
| Maloney | | | 1st Rdg. (0.1/4) 03-/8-/3 Ref: (C) PZE |
| Schonhut | | | 2nd Rdg. 04-01-18 8 Ref: P2E |
| Southworth | <u> </u> | | 3rd Rdg. //-/8-/3 Red: PC/P2E |
| | | | 77h Rdg. 12-10-13 Ref: P2E |
| | | | Pub Hrg. <u>8//9///4</u> 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.

RECEIVED

MEMORANDUM

DEC - 6 2013

TO:

Leslie Seefried, Council Clerk

Ken Kraus, Law Director

CITY OF STRONGSVILLE CITY COUNCIL

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. 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

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.

| Presi | dent of Co | uncil | Approved: | Mayor |
|------------------------|------------|-------|-------------------|--------------------------|
| Date Passe | d: | | Date Approved | d: |
| | <u>Yea</u> | Nay | Attest: | |
| Carbone | | | ORD. No. 2014-013 | Clerk of Council |
| Daymut DeMio | | | 1st Rdg. 01-21-14 | Ref. Fuller Safety & Hos |
| Dooner | | | 2nd Rdg. | Ref: |
| Maloney | | | 3rd Rdg | Ref: |
| Schonhut Southworth | | | | |
| | | | 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. <u>Dispatch Services</u>: 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. <u>Dispatch Services Equipment</u>: 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. <u>Personnel</u>: 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. <u>Operating Procedures/Operations</u>: 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. <u>Payment for Dispatch Services</u>: 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. <u>Entire Agreement</u>: 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. <u>Modification of Contract</u>: 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. <u>Multiple Counterparts</u>: 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. <u>Assignment of Contract</u>: Neither party shall assign, delegate, or subcontract any portion of the Dispatch Services without prior written express approval of the other party.
- E. <u>Choice of Law/Forum</u>: 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. <u>Severability</u>: 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 par day of, 201 | ties have executed this AGREEMENT as of the 4. |
|---|--|
| <u>CITY OF NORTH ROYALTON</u> ("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 | City of Strongsville Law Department |
| Thomas A. Kelly, Law Director | Kenneth A. Kraus, Law Director |
| 13834 Ridge Road | 16099 Foltz Parkway |
| North Royalton, OH 44133 | Strongsville, OH 44149 |
| 440-877-1178 | 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 – <u>015</u>

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.

| Presi | ident of Co | uncil | Approved: | Mayor |
|---|-------------|------------|--|--|
| Date Passe | d: | | Date Approved | l: |
| Carbone Daymut DeMio Dooner Maloney Schonhut Southworth | <u>Yea</u> | <u>Nay</u> | ORD. No 2014-01 1st Rdg. 01-21-19 2nd Rdg. | Clerk of Council Server Amended: Ref: Ref: Ref: Ref: |
| | | | Pub HrgAdopted: | Ref: |

RENTAL/OCCUPANCY AGREEMENT

| THIS RENTAL/OCCUPANCY AGREEMENT is made effective the day o |
|---|
| , 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 Pembrooke 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:

All notices to the Tenant 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)

Strongsville Lacrosse Association c/o Geoff Belz 20703 Pembrooke 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.

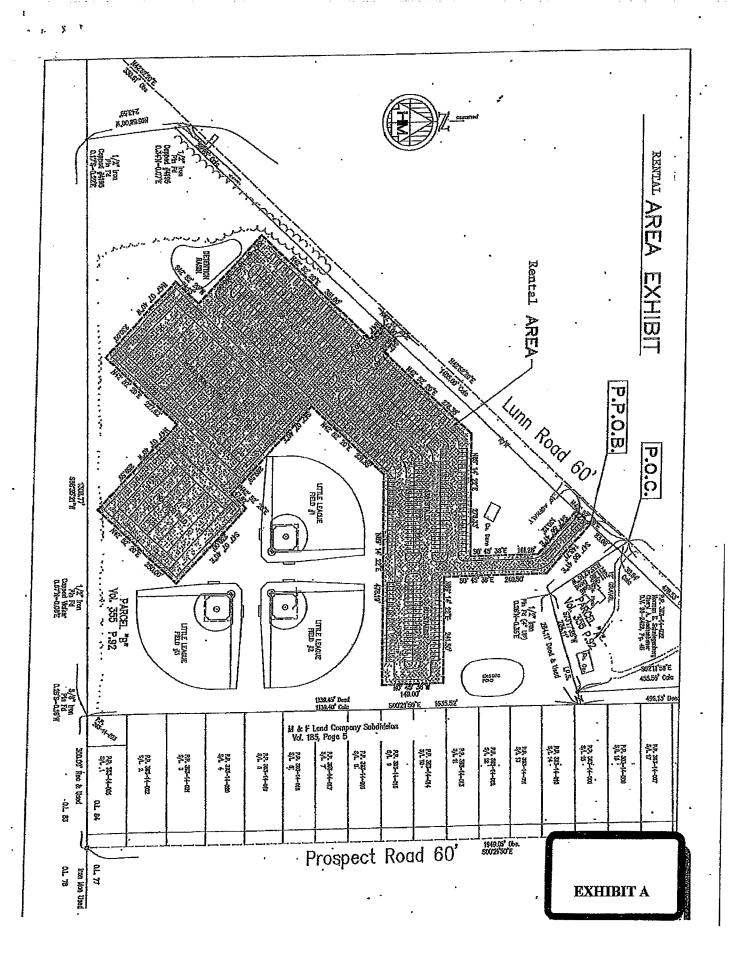
20. COUNTERPARTS

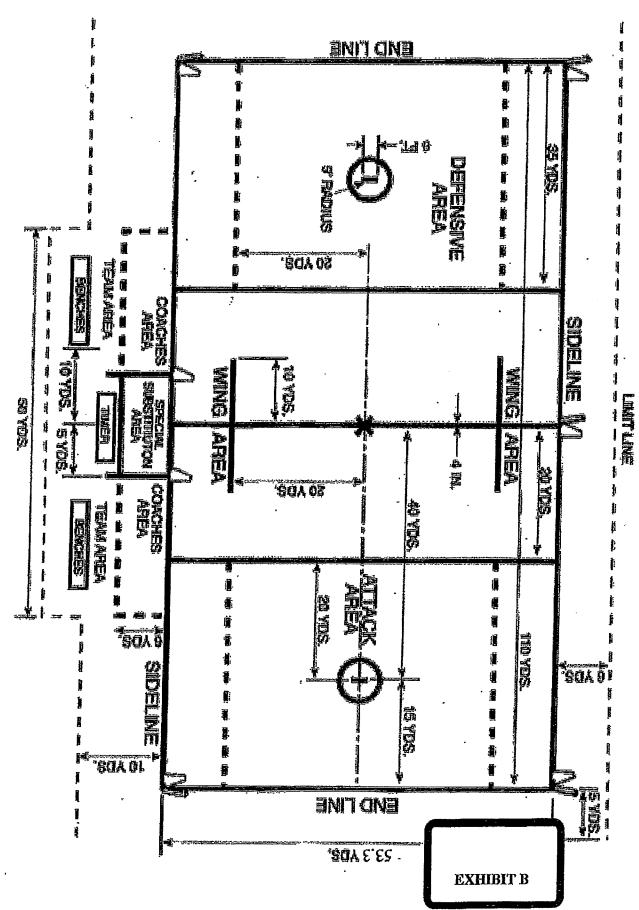
This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original.

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 |) | |
| COUNTY OF CUYAHOGA |) ss) | |
| appeared the above-named CI Mayor, who acknowledged that his his free and voluntary act and deed of said municipal corporation | TY OF STROME of the did sign the did sign the did sign the did sign to the did sign the did | d for said County and State, personally ONGSVILLE, by Thomas P. Perciak, its ne foregoing instrument and that the same layor, and the free and voluntary act and reunto set my hand and official seal, at, 2014. |
| | N | otary Public |
| STATE OF OHIO COUNTY OF CUYAHOGA |))ss) | |
| appeared the above-named ST l Belz, its President, who acknow | RONGSVILL /ledged that untary act and | d for said County and State, personally E LACROSSE ASSOCIATION , by Geoff he did sign the foregoing instrument and deed, and the free and voluntary act and y. |
| IN TESTIMONY WHERE Strongsville, Ohio, this day | | nereunto set my hand and official seal, at _, 2014. |
| | - N | otary Public |





Youth and Tigh School Rea's Lacrosse Field of Play

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 |

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – <u>018</u>

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH AT&T (PUBLIC SAFETY SOLUTIONS) FOR THE PURCHASE AND INSTALLATION OF A NEW, UPDATED 911 CALL HANDLING SYSTEM TO ENHANCE THE CITY'S DISPATCH SERVICES, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.

WHEREAS, in 2005, and through this Council's passage of Ordinance No. 2005-221, the City of Strongsville purchased and installed various upgraded 911 equipment to replace the then existing 911 equipment utilized by the City; and

WHEREAS, it is now the recommendation of the City's Director of Communication & Technology that the entire existing 911 system, both hardware and software, should be replaced at this time in order to upgrade and enhance the City's public safety dispatch services; and

WHEREAS, after appropriate study, the Director of Communication & Technology has concluded that to meet the City's specifications and requirements, the best new system for such purposes is the "Geo-Diverse Cassidian Communication 4X System," as provided by AT&T, a public utility, through its Public Safety Solutions; and

WHEREAS, AT&T has submitted its proposal to the City for the purchase and installation of such a new 911 Call Handling System with training and professional services but without any other options, to enhance the City's dispatch services, all as set forth in the Proposal attached hereto as Exhibit "A" and incorporated herein; and

WHEREAS, Article V, Section 5(b) of the Strongsville City Charter provides that the City can authorize the expenditure of funds without public bidding for the product or service of public utilities; and

WHEREAS, Ohio Revised Code Section 9.30 provides that a municipal corporation may acquire the service, product, or commodity of a public utility at the schedule of rates and charges applicable to such service, product or commodity on file with the Public Utilities Commission, without the necessity of advertising to obtain bids, and without notice, irrespective of the amount of money involved; and

WHEREAS, recently adopted Ohio Revised Code Sections 128.03 and 128.09 further specifically provide that requirements of competitive bidding are not applicable in connection with purchase and installation of an enhanced wireless 911 system; and

WHEREAS, this Council has reviewed the Proposal submitted by AT&T and is desirous of the City entering into a contract for such new 911 Call Handling System without the necessity of public bidding.

CITY OF STRONGSVILLE, OHIO ORDINANCE NO. 2014 – _018_ Page 2

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

Section 1. That the Mayor be and is hereby authorized and directed to enter into a contract, without public bidding, with **AT&T** (**PUBLIC SAFETY SOLUTIONS**) for the purchase and installation of a next generation 911 Call Handling System and related training and professional services, but without options, all consistent with the Proposal and for the prices attached hereto as Exhibit "A," but in a total amount not to exceed \$170,536.00, and in a contractual form to be approved by the Law Director.

Section 2. That the funds for the purposes of said contract have been appropriated and shall be paid from the General Capital Improvement Fund.

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

Section 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to enter into such contract in order to replace, enhance and upgrade the existing 911 call system related to providing dispatch services, to ensure the usual daily operation and continuity of services of the public safety department of the City, and to conserve public funds. Therefore, provided this Ordinance receives the unanimous vote of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor.

| President of Council Date Passed: | | | Approved:Mayor Date Approved: | |
|------------------------------------|--|---------------------|--------------------------------|--|
| | | | | |
| | | Pub Hrg Adopted: | Defeated: | |



911 Call Handling Solution

For

Strongsville

Proposed by:

AT&T Public Safety Solutions

10/28/2013



EXECUTIVE SUMMARY

AT&T is pleased to have an opportunity to provide a proposal to the City of Strongsville for a next generation 9-1-1 Call Handling system.

AT&T's next generation call handling solution will allow for better collaboration and by bringing multiple PSAPs under a standardized system versus what has historically been handled by disparate systems on a city by city basis. It is our belief that the sharing of personnel, resources and information will aid all the people living and working within the city and surrounding area as it will be more cost effective and it will help attract new businesses. It also provides business continuity and disaster recovery capabilities that are not currently in place. The flexibility of the new system will allow call takers from one PSAP to answer calls for their own jurisdiction or providing both back up and a standard appearance to the call taker.

The new system proposed by AT&T will directly impact the ability of those in the City of Strongsville and surrounding areas to communicate and allocate critical resources in a time of an emergency which will improve upon the efficiency. Better use of resources in this day and age is a requirement and not a luxury. This next generation infrastructure not only will replace end of life hardware that is in place today, but it also allows the communities served by the new call handling solution an opportunity to take advantage of Text to 911 capabilities and other IP based services that are only available in an I3 compliant architecture. Overall, this new platform will enable dispatch center call taking operations while reducing the amount of equipment being purchased.

As the City of Strongsville looks to select a vendor for the next generation call handling solution they need to select a vendor that not only has a long track record of success, a deep understanding of technology, but one that can integrate, manage and support the system throughout the life of the contract. Any solution that is recommended needs to be an NENA i3 compliant architecture. Once that architecture is in place this will allow adoption to a state wide or even nationwide network when the opportunity arises.

AT&T is committed to providing the City of Strongsville the most complete, secure, standards based next generation public safety solution that is available.

Our experience working with the City over the years has allowed AT&T to fully understand the goals and objectives of the City of Strongsville as you look to migrate away from legacy infrastructure to next generation infrastructure..

This project is very important to AT&T. As one of the most densely populated cities in Cuyahoga County we feel that the City of Strongsville will play an integral role in the development of a County or Statewide ESINet and Next Generation 9-1-1 network when legislation and funding will allow. It is important for AT&T to have the City of Strongsville as a strategic partner in moving forward in providing future Next Generation network and

applications. AT&T has a vested interest in this process as well as we have over 7,000 employees who work and live within the state of Ohio, many of which reside in the City of Strongsville.

AT&T is the most capable partner to satisfy all of the City of Strongsville's current needs, while providing the flexibility of technology and contract to accommodate the changes expected over the life of this project. In today's world, fast, reliable emergency response is more important than ever. Citizens expect prompt response and accurate dispatch. The City of Strongsville faces challenges similar to many emergency response organizations around the country, including:

Complying with government guidelines, NENA i3 & APCO specification intended to address constant change in the NG E911 & technology markets.

Increasing efficiency, reducing response time, and doing more with fewer resources.

Providing call takers with fast, accurate information in order to make quick decisions.

Selecting equipment that will continue to serve your needs well into the future.

High Level Overview

AT&T is proposing a NENA standards compliant i3 IP- call handing Hosted Solution, with a migration path to the Emergency Services Internet Protocol (ESINet) solution. Because the architecture is completely software-based, this system will evolve as new technologies become available. It also means the City will not be locked into a proprietary based hardware platform. Common off the shelf servers, switches and other hardware components can easily be procured from any of the leading hardware manufacturers offering the city flexibility in the selection of hardware and provide significant cost savings.

As much as we plan, build in redundancy and backup plans there is always the possibility for things to go wrong. In the Public Safety environment these risks must be mitigated. AT&T is the only company that can do this by providing an End to End Enterprise Solution. What that means to the City of Strongsville is that there is one phone call regardless if it's the 911 CAMA trunks, Hardware, IP Network, Maintenance, or database. Precious time and money can be saved versus waiting for multiple vendors trying to isolate and resolve the problem. We feel this is a compelling argument as one looks to ensure the safety of the citizens they are trying to protect.

AT&T is a partner of many of the premier 9-1-1 system manufacturers. This is important, because this position gives only AT&T the ability to evaluate each individual community's needs, and appropriately define the right platform for that given situation. There is no single manufacturer that is right for all situations. AT&T is proposing a Geo-Diverse /Multi Mode Solution with the control functionality at 2 of the City of Strongsville locations. Once these fully redundant controllers are connected by an IP network it becomes ONE Enterprise System. It would not matter which workstation would be assigned which Controller. The Controllers can grow up to 200 positions. This will provide for greater flexibility and redundancy.

i3 compliant versus i3 aligned

AT&T is committed to the success of a standards based, Next Generation 9-1-1 enterprise – i3. AT&T is not "i3 like", "materially similar to i3" or "i3 aligned". The solution proposed herein and the commitment going forward is that the AT&T solution for the City of Strongsville, as well as all other AT&T solutions, is fully i3 compliant. As elements of the i3 standard continue to be ratified, updated and enhanced – AT&T will continue to be fully compliant.

With AT&T, i3 and ESInet is not a concept but a reality. We have a number of systems already in production or in the process if implementation that include the State of Tennessee, Brevard County FL, Palm Beach County FL, San Antonio TX, and the US Navy.

There is a significant risk in pursuing options that are not fully i3 compliant. When a manufacturer pursues a course that includes non-standard or proprietary elements, that solution has a tendency to stagnate when compared to the industry standard. Additionally, that solution has a tendency to become an island environment, too dissimilar from neighbors or other entities that the City may want to share information with or mutually provide emergency services — in whatever form they may be.

It is also important to mention Text to 911. Currently AT&T is conducting field trials of SMS to 911 in the State of Tennessee. Unlike trials conducted by other vendors our trial will be conducted on a statewide level to PSAP's that are i3 standards compliant regardless of what type of equipment. More information will be provided as this trial continues.

You want experienced providers to design, implement, and manage your new IP- E911 system.

AT&T's experience in public safety dates back to 1975 when one of the original AT&T companies Illinois Bell installed the first E911 system in the United States for the Chicago Police Department. Today, AT&T provides system integration services to large and small public safety agencies throughout the nation including the US Navy. AT&T represents much more than a vendor performing a one-time service. AT&T companies have an established, long-term commitment to customer support. The AT&T 911 Resolution Center provides quick responses to customer requests for remote diagnostics, service, and repair. This center operates on a 24x7x365 basis offering our customers support at all times. Combined with AT&T installation, maintenance, project management, and training support, your new IP- hardware will provide a cost-effective means for meeting Strongsville's Public Safety requirements for decades to come. Our solution will allow for easier programming and faster, more accurate dispatch.

One Truck versus Fleet of Trucks

AT&T doesn't rest its emergency preparedness on a single truck. Rather, AT&T has over 86,000 vehicles in their fleet, making AT&T the largest commercial fleet in the United States—larger than UPS.. Because the fleet was in place, AT&T is not dependent on moving vehicles

from other commitments, customer tours or other distractions to being on site when needed. We are the only telecommunication company in the United States that owns a fleet of trucks and people that can support communities such as the City of Strongsville.

We can help you realize the benefits of new technology to increase productivity and communicate more effectively.

We are in a most exciting time period for the public safety telecommunications industry. New technology is being applied in the communications center. CTI, coupled with Local Area Networks, is fostering new levels of call-processing proficiency. Today's intelligent workstations consolidate desktop equipment into multi-functional call processing tools. Islands of technology such as the telephone, recording devices, teletype, and computer-aided dispatch are integrated into a PC-based computer interface where 911 Call Takers process calls and perform a variety of life-saving functions with point-and-click efficiency. In the critical call center, this translates to increased productivity, greater efficiencies, and highly effective communications.

AT&T's experience, understanding of technology, long-term commitment to the customers we serve, and our service delivery expertise. We use the best equipment and provide it at the best blend of price and performance. We hire, train and retrain the best people to ensure that your systems are supported at all times. We provide the support you need after we implement the system. We are proposing a system that provides flexibility and ample room for growth.



- City of Strongsville

Pricing Assumptions - Cassidian Platform

10/25/2013

The following is a brief description of pricing and services proposed. If the City of Strongsville chooses to move forward a mutually agreed upon Scope of Work will be developed. The Scope of Work will provide detailed description of the project as well as roles and responsibilities. This document will become port of the contract.

AT&T's solution is a turkey solution which included all the implantation services such as on site technical installation, project management, and training. One year of Cassidian Software Support is included in the base price (additional years are provided as an option). A one year warranty that includes all parts and labor warranty is included in the base pricing.

- The system proposed is a Geo- Diverse Cassidian 4X Communication System. The system will be
 installed as a Side A at the Strongsville Communication Center and Side B at a currently
 unmanned backup center within the City of Strongsville. . The pricing is based on the
 installation of 8- 911 Sentinel workstations installed at the Communication Center; however a
 number of workstations can be installed at the backup center with no additional charge if
 identified pre-site survey.
- 2. An Aurora MIS System is included in the base price. The Aurora server has been configured for up to 250,000 calls annually.
- 3. The system was designed with up to 16-911 CAMA trunks with redundant gateways. 8 CAMA trunks will be installed at both the A and B sides for redundancy.
- 4. CAD interface is included at both the A&B Sides.
- 5. A T-1 Interface is included for the connectivity of 10 digit trunks from the Cisco Call Manager.
- 6. The system included an IP interface for LTR

City of Strongsville Requirements

- 1. Provide the Multi-Mode fiber between the A and B side.
- 2. Provide the Routers at both the A and B side. AT&T will provide connectivity requirements
- 3. Netclock (or other) will be required at both the A and B side.
- 4. Racks for Servers, routers, and workstations as required. AT&T will provide requirements.

- 5. Printers, and monitors for workstations. Cassidian recommends 25" monitors for the workstations. If a multi application monitors is provided a Video Arbitrator will need to be provide by the City of Strongsville. AT&T and Cassidian will assist and provide best effort.
- 7. Provide VPN or DSL for remote access and Firewall.

Pricing Summary

10/25/2013

Cassidian Communication 4X System

Sentinel 4 - Geo-Diverse System

| Total | \$170,536.00 |
|---------------------------------|--------------|
| AT&T Installation Services | \$ 15,390.00 |
| Training – User and Admin | \$ 13.387.00 |
| Cassidian Professional Services | \$ 19,152.00 |
| A and B side- Hardware/Software | \$122,607.00 |

Options - Not included in the above pricing

| Cassidian Software Support (4 year total) | \$42,517.00* |
|--|-----------------------------------|
| 3 Position Command Post | \$47,025.00 |
| 4 year Software Support for CP | \$10,479.00 |
| AT&T Maintenance Agreement | |
| (Annual based on 5 year term) | \$13,397.00 Annual/Post warranty. |
| Spare Parts Kit | \$11,756.00 |

^{*}Year 1 of Cassidian Software Support of \$14,995. is included in the base price. AT&T and Cassidian will provide Software Support for years 6-10 as the same cost for as initially configured.





Strongsville PD - Side A

Cassidian Communications 4X System

| Qty | Part No. | Description | Unit Price | U/M | Total |
|-----|--|---|--|------|--------------------------|
| Ach | . Fait NO. | Cassidian Communications 4X Syst | AND RESIDENCE OF THE PARTY OF T | - OM | TOTAL |
| 1 | 873000_00104 | SENT 4 R2 LIC/DOC/MED | \$1,710.00 | EA | \$1,710.00 |
| 1 | 873099-03002 | R4 CAD INTF LIC | \$570.00 | | \$1,710.00 \$570.00 |
| 1 ' | 070000-00002 | INTO OAD INTELES | Ψ370.00 | L/\ | \$370.00 |
| 1 | 04000-01584 | BLKBX TL158A-R4 DATACAST | \$401.28 | EA | \$401.28 |
| 1 | 04000-01010 | CBL DB25M/DB25M 10FT | \$9.12 | EA | \$9.12 |
| 1 | 65000-00182 | CBL RJ45-10P/DB25M 4FT | \$23.94 | EA | \$23.94 |
| 1 ' | 00000-00102 | OBE 16040-1617BB23W 417 | Ψ20.34 | LA | \$23.34 |
| | | VM Medium/Large Server Bundle | | | |
| 1 | 853031-MLSVR | V-ML SVR BNDL GEO | \$13,929.66 | EA | \$13,929.66 |
| 1 | 06500-00501 | 2-POST 5U RACKMNT KIT | \$297.54 | EA | \$297.54 |
| 1 | 04000-68005 | V-SVR BASIC SPT 1YR | \$108.30 | EA | \$108.30 |
| 1 ' | 04000-00003 | V-SVK BASIC SFT TTK | \$100.30 | EA | \$100.30 |
| | | Cassidian Communications 4X Licen | lege | | |
| 8 | 873099-00314 (| SENT 4 PER SEAT LIC | \$6,270.00 | EA | \$50,160.00 |
| 8 | i | R4 SW SPT 1YR | \$1,128.60 | EA | \$9,028.80 |
| " | 000000 | 117077 61 1 1111 | ψ1,120.00 | L/\ | ψυ,υΔυ.υυ |
| | | Workstation Equipment - z220 | | | |
| 8 | 61000-4096038 | WKST HP Z220 SFF | \$1,810.32 | EA | \$14,482.56 |
| 8 | 65000-47001 | TWR STAND SFF Z220 | \$42.00 | EA | \$336.00 |
| 8 | 04000-26957 | ADPTR DISPLAY PORT-VGA | \$53.00 | EA | \$424.00 |
| 8 | 853004-00401 | SAM EXT SPKR KIT | \$168.00 | EA | \$1,344.00 |
| 8 | 853030-00302 | R4 SAM HDWR KIT | \$1,652.00 | EA | |
| 8 | E . | R4 IWS CFG | | | \$13,216.00 |
| 8 | process has not been been as received by enterting | Na Andrea de Corta de Carta de Carta | \$200.00 | EA | \$1,600.00 |
| 1 | 809800-35108 | R4 IWS STG FEE | \$300.00 | EA | \$2,400.00 |
| 1 | 870890-07501 | CPR/SYSPREP IMAGING | \$0.00 | EA | \$0.00 |
| | | Cassidian Communications 4X Modu | lac | 1 | |
| | | Cassidian Communications 4X IMOGU | | | |
| 8 | 873099-00502 | R4 IRR LIC/DOC/MED | \$1,134.30 | EA | \$9,074.40 |
| 8 | 1 1 | R4 IRR SW SPT 1YR | \$179.00 | EA | \$3,074.40 \$1,432.00 |
| | 000000000110 | IX-HAICOVOI I IIIX | \$179.00 | LA | φ1,43Z.00 |
| 2 | 04000-29616 | SWITCH 2960 + CBL 24-PORT | \$1,094.40 | EA | \$2,188.80 |
| 2 | 1 1 | SPT 24X7 24-P 2960 1YR | \$266.76 | EA | \$533.52 |
| 1 | THE ADMINISTRATION MANAGEMENT AND ADMINISTRAL | RACK MNT KIT 1921 ROUTER | \$1,068.18 | EA | \$1,068.18 |
| 1 | | ROUTER 1900 DATA LIC | \$497.04 | EA | |
| 1 | 1 | SPT 1921 ROUTER 1YR 24X7 | \$186.96 | EA | \$497.04 |
| 1 | The state of the s | ROUTER CFG FEE | \$606.48 | EA | \$186.96 |
| ' | 003000-00199 | NOUTEN OFG FEE | φυυυ.40 | EA | \$606.48 |
| | | Peripherals & Gateways | | | |
| 1 | | KIT EXT MODEM PKG 56K | \$666.90 | EA | \$666.90 |
| 2 | | MED 1000B CHASSIS BNDL | \$2,091.90 | | |
| 3 | | MED 1000B CHASSIS BNDL MED 1000 FXO-LS BNDL | | EA | \$4,183.80 |
|) | 04000-00110 | MED 1000 LVO-F9 BIADE | \$394.44 | EA | \$1,183.32 |

| 2 | 04000-00119 | MED 1000 FXS BNDL | \$378.48 | EA | \$756.96 |
|---|-------------------------------|--|-------------|----|--------------|
| 2 | 04000-00186 | SW SPT M1000 GATEWAY 1YR | \$342.00 | EA | \$684.00 |
| 1 | 04000-00112 | MED 1000 DIGITAL BNDL | \$4,637.52 | EA | \$4,637.52 |
| | | (1) T1 for admin / PBX interface, (1) T1 | for 911 | | |
| 1 | 04000-00191 | SW SPT M1000 T1 MOD 1YR | \$342.00 | EA | \$342.00 |
| | | Note: Strongsville to provide Firewall. | | | |
| | | | | | |
| | | Peripherals & Equipment Racks | | | |
| | | Note: Strongsville to provide racks, | 17 | | |
| | | monitors, KVM , printers, and cables | | | |
| | | for server and workstations | | | |
| 8 | 65000-00002 | CBL PATCH PNL/SW GRAY 3FT | \$10.26 | EA | \$82.08 |
| 2 | 65000-00124 | CBL PATCH 15FT | \$15.96 | EA | \$31.92 |
| | | | | I | |
| | | Time Synchronization Equipment | | 1 | |
| - | | Note: Strongsville to provide Time Sync | | | |
| | ALL HER STATE OF THE STATE OF | Cassidian Communications 4X Syst | em Subtotal | | \$138,197.08 |

Aurora - MIS System

| Aurora - MIS System | | | | | |
|---------------------|--|---|--|----------------------|--|
| Qty. | Part No. | Description | Unit Price | U/M | Total |
| 1 | | Aurora 2.2 - Standard MIS System AURORA 2.2 DOC/MED AURORA STD LIC | \$0.00 \$2,280.00 | | 1 |
| 1 1 | 873391-00301 04000-00339 | AURORA USER LIC SQL 2008R2 CAL RUN ENT | \$855.00 \$200.64 | EA EA | |
| 8 | 873391-00201 809800-03301 | AURORA COLLECTION LIC AURORA STD SPT 1YR | \$912.00 \$164.16 | EA EA | |
| 1 | 62040-J819201 64021-10025 | Aurora Server Equipment ML350p/G8 Server Equipment SVR RACK ML350P/G8 KYBD/MOUSE BNDL Note: A keyboard and mouse is not part of the G8 server | \$3,328.80 \$50.16 | EA <i>EA</i> | \$3,328.80 \$50.16 |
| 4 | 06500-00501 64000-20064 64000-20064 | 2-POST 5U RACKMNT KIT HD DRIVE 300GB SAS 10K G8 HD DRIVE 300GB SAS 10K G8 Note: Configure server with R10 (4 x 300GB) and 12GB RAM. Server is | \$297.54 \$500.46 \$500.46 | EA EA EA | \$0.00 \$2,001.84 \$500.46 |
| 1 1 1 | 64000-40093 04000-00396 04000-00340 04000-00426 809800-01416 | configured for up to 250,000 calls 4GB RAM ML350P/DL380P/G8 SVR WIN 2008 + 5 CAL SQL 2008R2 SVR RUN ENT PRESENT TENSE CLIENT MIS SVR CFG | \$169.86 \$974.70 \$78.66 \$62.70 \$570.00 | EA EA EA EA | \$169.86 \$974.70 \$78.66 \$62.70 \$570.00 |
| 1 | 65000-00124 · | Peripherals & Equipment Racks CBL PATCH 15FT | \$15.96 | EA | \$15.96 |
| | | Aurora - MIS Syste | em Subtotal | 运用的 | \$19,698.06 |

Cassidian Communications Services

| Qty. | Part No. | Description | Unit Price | U/M | Total |
|------|--------------|----------------------------------|--------------|-----|-------------|
| | | Field Engineering Services | | | |
| 128 | 809800-17101 | FIELD ENG-PRIMARY | \$114.00 | UN | \$14,592.00 |
| | | Training | 1 | 1 | |
| 3 | 000001-06701 | VSENT 4.X AGENT TRNG | \$1,368.00 | EA | \$4,104.00 |
| 1 | 000001-06704 | VSENT 4.X ADMIN TRNG | \$4,560.00 | EA | \$4,560.00 |
| 1 | 000002-24404 | AURORA ADMIN TRNG | \$2,280.00 | SU | \$2,000.00 |
| 1 | 000000-08538 | CUTOVER COACHING TRNG | \$1,425.00 | EA | \$1,425.00 |
| 1 | 809800-00114 | TRAVEL EXPENSE TRNG | \$607.62 | EA | \$607.62 |
| 2 | 809800-00115 | DAILY TRAINER EXPENSE | \$345.42 | EA | \$690.84 |
| | | Cassidian Communications Service | ces Subtotal | | \$27,979.46 |

Quote Summary

| 0 | PRODUCT | TOTAL |
|--|------------------------------------|---------------|
| | Cassidian Communications 4X System | \$138,197.08 |
| Quita de la constante de la co | Aurora - MIS System | \$19,698.06 |
| | Cassidian Communications Services | \$27,979.46 |
| _ | AT&T Professional Services | \$10,260.00 |
| in the | TOTAL QUOTE | \$196,134.60 |
| | Strategic Incentive | (\$63,700.00) |
| | GRAND TOTAL | \$132,434.60 |

Power Draw Information

| i ondi Bian infolliación | | | | |
|------------------------------------|------------|--|--|--|
| Product | Total Amps | | | |
| Cassidian Communications 4X System | 25.2 | | | |
| Aurora - MIS System | 4.6 | | | |
| ORION Mapping | 0 | | | |
| 7.414 | | | | |
| Total Amps | 29.8 | | | |
| Total Watts/VA | 3576 | | | |
| Total KVA | 3.576 | | | |
| BTU's | 9766.06 | | | |





Strongsville PD - Side B

Sentinel 4 (Geo-Diverse on LAN) Cassidian Communications 4X System

| Qty. | Part No. | Description | Unit Price | U/M | Total |
|-----------------|------------------|--|--|--|----------------------|
| | | Cassidian Communications 4X System | | The state of the s | |
| 1 1 | 873099-00104.2 | SENT 4 R2 LIC/DOC/MED | \$1,710.00 | EA | \$1,710.00 |
| 1 | 873099-03002 | R4 CAD INTF LIC | \$570.00 | | |
| 1 | 04000-01584 | BLKBX TL158A-R4 DATACAST | \$401.28 | | |
| 11 | 04000-01010 | CBL DB25M/DB25M 10FT | \$9.12 | | - 2 THO 11 A SHARES |
| 1 | 65000-00182 | CBL RJ45-10P/DB25M 4FT | \$23.94 | EA. | |
| 1 1 1 2 2 1 1 2 | | VM Medium/Large Server Bundle V-ML SVR BNDL GEO 2-POST 5U RACKMNT KIT V-SVR BASIC SPT 1YR Cisco Switch/Router Equipment SWITCH 2960 + CBL 24-PORT SPT 24X7 24-P 2960 1YR RACK MNT KIT 1921 ROUTER Peripherals & Gateways KIT EXT MODEM PKG 56K MED 1000B CHASSIS BNDL MED 1000 FXO-LS BNDL MED 1000 FXS BNDL SW SPT M1000 GATEWAY 1YR Note: AT&T to provide Firewall. | \$23.94 \$13,929.66 \$297.54 \$108.30 \$1,094.40 \$266.76 \$1,068.18 \$666.90 \$2,091.90 \$394.44 \$378.48 \$342.00 | | \$297.54 \$108.30 |
| 8 | 65000-00002 | CBL PATCH PNL/SW GRAY 3FT | \$10.26 | EA | \$82.08 |
| 2 | 65000-00124 | CBL PATCH 15FT | \$15.96 | EA | \$31.92 |
| - | | Time Synchronization Equipment Note: Customer to provide Time Sync | m Subtata | | 630 443 06 |
| | 《公司》是《新疆》 | Cassidian Communications 4X Syste | m Subtotal | | \$28,412.26 |

Aurora - MIS System

| Qty. | Part No. | Description | Unit Price | U/M | Total |
|------|-------------|--------------------|-------------|-----|--------|
| | | Included at A side | | | |
| | SHEET STATE | Aurora - MIS Syst | em Subtotal | | \$0.00 |

Cassidian Communications Services

| Qty. | Part No. | Description | Unit Price | U/M | Total |
|------|--|--|-------------|-----|------------|
| 40 | Provide the Control of the Control o | Field Engineering Services FIELD ENG-PRIMARY | \$114.00 | UN | \$4,560.00 |
| RESE | ESSENTIAL TRACE | Cassidian Communications Service | es Subtotal | | \$4,560.00 |

Quote Summary

| PRODUCT | TOTAL |
|------------------------------------|-------------|
| Cassidian Communications 4X System | \$28,412.26 |
| Aurora - MIS System | \$0.00 |
| Cassidian Communications Services | \$4,560.00 |
| AT&T Professional Services | \$5,130.00 |
| TOTAL QUOTE | \$38,102.26 |
| GRAND TOTAL | \$38,102.26 |

Power Draw Information

| i ower plaw information | | | | | |
|------------------------------------|------------|---|--|--|--|
| Product | Total Amps | | | | |
| Cassidian Communications 4X System | 8.2 | | | | |
| Aurora - MIS System | 0 | | | | |
| ORION Mapping | 0 | | | | |
| Total Amps | 8.2 | * | | | |
| Total Watts/VA | 984 | | | | |
| Total KVA | 0.984 | | | | |
| BTU's | 2687.3 | | | | |





CommandPOSTs

Sentinel 4 (Geo-Diverse on LAN)

Cassidian Communications 4X CommandPOST System

| Qty. | Part No. | Description | Unit Price | U/M | Total |
|------|--|---|--|-----|-------------------|
| | Cassidian Communications 4X CommandPOST System | | | | |
| 3 | 873099-00314.0 | SENT 4 PER SEAT LIC | \$6,270.00 | | \$18,810.00 |
| 3 | 809800-35090 | R4 SW SPT 1YR | \$1,128.60 | EA | \$3,385.80 |
| 3 | 61050-J409611-V | CommandPOST Hardware SENT CPOST 8570P W7 | \$1,586.88 | EA | \$4,760.64 |
| 3 | 04000-00486 | ADV DOCK STATION 8570P | \$459.42 | EA | Optional |
| 3 | 04401-00097 | BATTERY 9-CELL 8570P 100W | \$322.62 | EA | Optional |
| 3 | 64021-10025 | KYBD/MOUSE BNDL | \$50.16 | EA | Optional |
| 3 | 64007-50014 | KEYPAD 24 KEY PS2/USB | \$111.72 | EA | Optional |
| 3 | 64007-50015 | KEYPAD 35 KEY PS2/USB | \$248.52 | EA | Optional |
| 3 | 853004-00401 | SAM EXT SPKR KIT | \$191.52 | EA | \$574 . 56 |
| 3 | 853004-00301 | CPOST SAM HDWR KIT | \$2,601.48 | EA | \$7,804.44 |
| 3 | 809800-35109 | R4 IWS CFG | \$228.00 | EA | \$684.00 |
| 3 | 809800-35108 | R4 IWS STG FEE | \$342.00 | EA | \$1,026.00 |
| | | Cassidian Communications 4X I | The state of the s | | |
| 1 1 | | R4 IRR LIC/DOC/MED | \$1,134.30 | EA | \$3,402.90 |
| | | R4 IRR SW SPT 1YR | \$204.06 | EA | \$612.18 |
| Cas | sidian Communic | cations 4X CommandPOST Syste | em Subtotal | | \$41,060.52 |

Aurora - MIS System

| Qty. | Part No. | Description | Unit Price | U/M | Total |
|------|--------------|---------------------------------|-------------|-----|------------|
| | | Aurora 2.2 - Standard MIS Syste | m | | |
| 3 | 873391-00201 | AURORA COLLECTION LIC | \$912.00 | EA | \$2,736.00 |
| 3 | 809800-03301 | AURORA STD SPT 1YR | \$164.16 | EA | \$492.48 |
| | | Aurora - MIS Syste | em Subtotal | | \$3,228.48 |

Cassidian Communications Services

| Qty. | Part No. | Description | Unit Price | U/M | Total |
|------|--------------|--|--------------|-----|------------|
| 24 | 809800-17101 | Field Engineering Services FIELD ENG-PRIMARY | \$114.00 | UN | \$2,736.00 |
| | | | ces Subtotal | | \$2,736.00 |

Quote Summary

| TOTAL |
|-------------|
| \$41,060.52 |
| \$3,228.48 |
| \$2,736.00 |
| |
| \$47,025.00 |
| |
| |
| \$47,025.00 |
| |

Power Draw Information

| Product | Total Amps | | | | |
|--|------------|-----------------------|--|--|--|
| Cassidian Communications 4X CommandPOS | 3.27 | | | | |
| Aurora - MIS System | 0 | | | | |
| ORION Mapping | 0 | | | | |
| Total Amps | 3.27 | | | | |
| Total Watts/VA | 392.4 | 1 | | | |
| Total KVA | 0.3924 | | | | |
| BTU's | 1071.64 | | | | |
| Approximate and the second sec | | And the second second | | | |





Solutions Engineering

42505 Rio Nedo Temecula, CA 92590 Tel. 951,719,2100 Fax 951,269,2727

www.cassidiancommunications.com

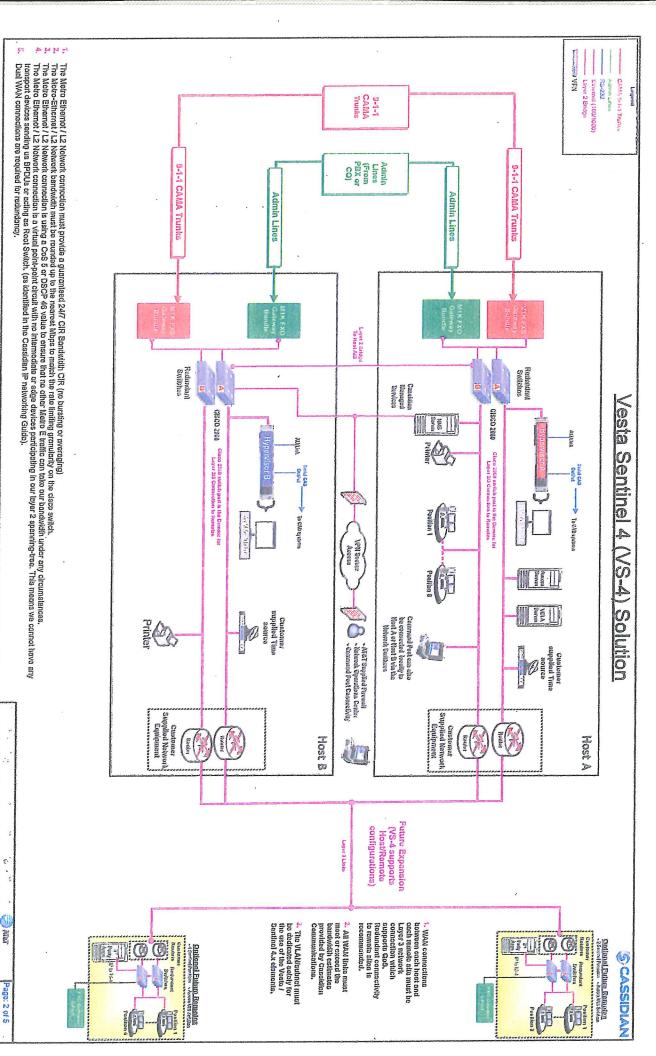
Strongsville PD

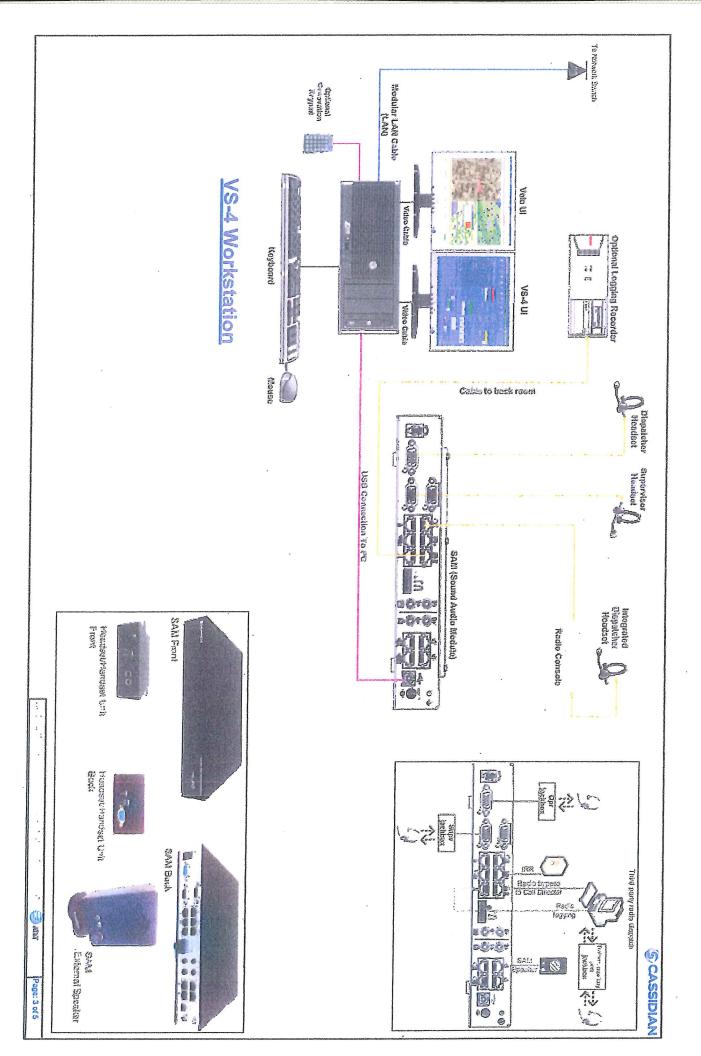
Geo-Diverse Vesta / Sentinel 4 (VS-4) Solution

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Solutions Engineer: Bill Hail

Page: 1 of 5





Host A Rack

Patch Panel

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Optional Natalock

Patch Panel

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Annue

Patch Panel

Annue

System Rack

(S) CASSIDIAN

ATTACHMENT AND WHAT EAST

Firewail ----

HVM -

SCASSIDIAN

- MAK FXS Bundle Gatoway - 911 Tolophony

—M1K FXO Bundle Gateway – Admin Telephony

THE C

Optional Managed Services (NMS) Server -

VELA Server -

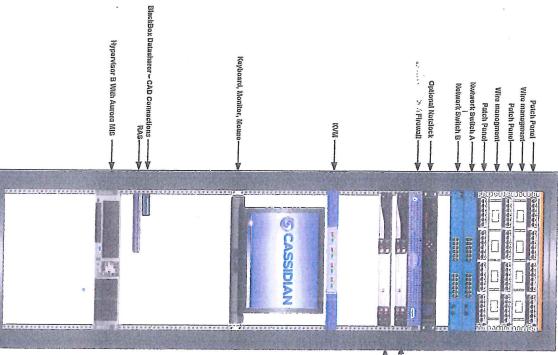
Hypervisor A ---

BlackBox Datasharer ~ GAD Connections ~~~~~>

Kaybourd, Monitor, Mouse-

Page: 4 of 5

Host B Rack



----- M1K FXS Bundlo Gatoway - 911 Tolophony ---- W1K FXO Bundlo Galaway - Admin Tolophony

System Rack

SCASSIDIAN

AIN

Page: 5 of 5

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – <u>019</u>

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 16403 and 16445 PEARL ROAD (PARTS OF PPNS 397-09-009 and 397-09-003), IN THE CITY OF STRONGSVILLE **R1-75 (ONE FAMILY 75)** FROM CLASSIFICATION TO GB (GENERAL **BUSINESS**) CLASSIFICATION.

WHEREAS, the owner of certain property located at 16403 and 16445 Pearl Road, being parts of permanent parcel numbers 397-09-009 and 397-09-003, (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. 2014 – $\frac{019}{2}$ 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: | | Referred to Planning | Commission | |
|--------------------------------------|--------------|----------------------|---------------------|--------------|
| Second read | ding: | | | |
| Third reading: | | Approved: | | |
| | | | | |
| Presi | dent of Cour | ncil | Approved: | Mayor Mayor |
| Date Passed: | | Date Approved: | | |
| | <u>Yea</u> | Nay | Attest: | |
| Carbone Daymut DeMio Dooner | | | Cler | k of Council |
| Maloney Schonhut Southworth | | | 1st Rdg. | Amended:Ref: |
| Couliworth | | | 3 rd Rdg | Ref: |
| | | | | |
| | | | Pub Hrg Adopted: | Ref: |

HOFMANN - METZKER, INC.

REGISTERED PROFESSIONAL SURVEYORS P. O. BOX 343 - 24 BEECH STREET BEREA, OH 44017 (440) 234-7350 FAX: (440) 234-7351

George A. Hofmann, P.S., President Richard D. Metzker, P.S., Vice President

Mancuso

DESCRIPTION
Rezoning
P.P. 397-09-003 & 009
EXHIBIT "A"

1-2-2014

Situated in the City of Strongsville, County of Cuyahoga, State of Ohio and known as being part of Original Strongsville Township Lot No. 57 & 58, and further bounded and described as follows:

Beginning at the Southwesterly corner of a parcel of land conveyed to J-Lin-J, Inc. by deed dated October 2, 1995 and recorded in Volume 95-08339, Page 30 of Cuyahoga County Deed Records;

Thence North 88 degrees 49 minutes 40 seconds East, a distance of 625.13 feet to the principal place of beginning;

Thence North 00 degree 00 minutes 00 seconds West, a distance of 166.82 feet to a point in the northerly line of said land conveyed;

Thence North 88 degrees 50 minutes 40 seconds East along said northerly line, a distance of 371.67 feet to the northeasterly corner thereof;

Thence South 00 degree 42 minutes 20 seconds West along the easterly line of said land conveyed, a distance of 19.61 feet to an angle point in said line;

Thence South 00 degrees 04 minutes 55 seconds East, a distance of 147.12 feet to the southeasterly corner of said land conveyed;

Thence South 88 degrees 49 minutes 40 seconds West along the southerly line of said land, a distance of 371.64 feet to the place of beginning and containing 61,946.063 SF-1.422 Acres of land..

The basis of bearings is the centerline of Pearl Road, bearing North 00 degrees 00 minutes 00 seconds East. The courses used in this description are used to indicate angles only.

Distances are given in feet and decimal parts thereof.

The intent of this description is to describe all land in Permanent Parcels 397-09-003 & 009 that is current zoned R1-75 and is intended to be rezoned to GB (General Business) to match the zoning of the rest of these parcels.

HOFMANN-METZKER, INC. Registered Professional Surveyor

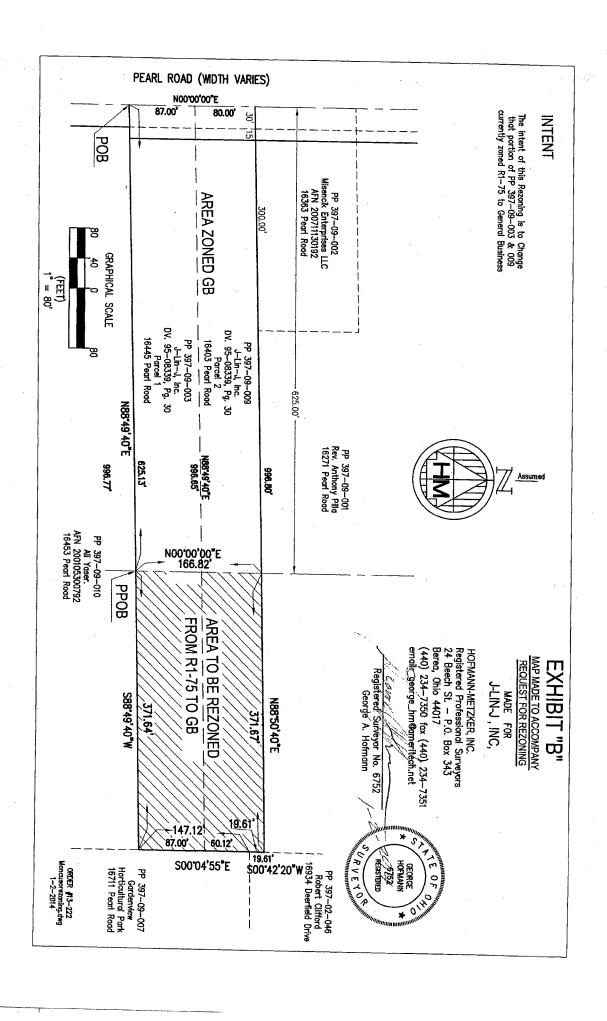
George A. Hofmann

Registered Surveyor Number 6752

GEORGE HOFMANN 6752

REGISTERE

URVEYO



PROPERTY DESCRIPTION FORM

| Ordinance Number: |
|--|
| 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: 16403 + 16445 Pepal Ro |
| Permanent Parcel No.: 397-09-009 + 397-09-003 |
| The property is bounded by the following streets: (indicate direction; i.e., north, south, etc.) East of Pearl Ro |
| Number and type of buildings which now occupy property (if any): 1 House O Kitchene He 3 Yunil Apartment Biog W Yunit Apt Biog |
| Acreage: 2pprox 3.8 pcrcs |
| Said property (has) (had) the following deed restrictions affecting the use thereof (attach copy): |
| Said deed restrictions (will) (have) expire(d) on: |
| Said property is presently under lease or otherwise encumbered as follows: HA |
| Owner(s) Percent of Ownership: |
| 1. J-Lin-J Inc (Frant Vince MANCUSO) 100 % |
| 2% |
| 3. Vincent Mancerso % |
| Signature of Owner(s) |
| State of Ohio) County of Cuyahoga) |
| Sworn to and subscribed to in my presence this, 20, 20, 20 |
| ALIYA PEABODY NOTARY PUBLIC STATE OF OHIO My commission expires MY COMMISSION EXPIRES OCTOBER 22, 2018 |

^{*} Please pay particular attention to the details in item number 4 on page one. The certified list of property owners <u>must</u> 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: |
|--|
| 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 ((\text{-15} use to a class use. use. |
| Such change is necessary for the preservation and enjoyment of a substantial property right because: |
| Euture Development |
| Such change will not be materially detrimental to the public welfare nor to the property of other persons located in the vicinity because: |
| Eture Development |
| |
| Please list other supporting documents (if any) which accompany this petition: |
| 1. All required powmentation |
| 2 |
| 3 |
| THE PROPOSED USE OF THE PROPERTY IS: Rezoning only for possible |
| future Development |
| Name, address and telephone number of applicant or applicant's agent: |
| Name: Jim MANCOSC |
| Address: Melele Regemy Dr Strongsv. 11e, OH 44149 |
| Telephone Number: 440 - 666 - 6957 |
| State of Ohio State of Ohio State of Ohio State of Ohio |
| State of Ohio) Frances Manager (County of Cuyahoga) |
| ALIYA PEABODY NOTARY PUBLIC STATE OF OHIO MY COMMISSION EXPIRES OCTOBER 22, 2018 My commission expires: Please pay particular attention to the details in item number 4 on page one. The certified list of property owners must be prepared by a title insurance company. Please provide a cover letter from the title insurance company verifying that said list was prepared by them. |

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – 020

By: Mr. Maloney

AN ORDINANCE ACCEPTING FOR DEDICATION TO PUBLIC USE CERTAIN LANDS WITHIN ANDRUS WOODS WESTWOOD FARMS SUBDIVISION NO. 16, PHASE II; ACCEPTING CERTAIN PUBLIC UTILITIES CONSTRUCTED THEREIN AND AUTHORIZING AND DIRECTING THE ACTS REQUIRED IN FURTHERANCE THEREOF, AND DECLARING AN EMERGENCY.

WHEREAS, Westwood Sixteen, LLC, an Ohio limited liability company (hereinafter referred to as "Developer"), owner of Andrus Woods Westwood Farms Subdivision No. 16, Phase II, is offering to the City of Strongsville for dedication to public use certain lands for streets, drives, roads, and easements (the "Public Rights-ofway"), as shown on the plat for that subdivision (the "Subdivision Plat"); and

WHEREAS, the Developer is offering to the City of Strongsville for acceptance certain public utilities, public sanitary and storm sewers, and appurtenances constructed above and beneath the surface of the ground within the aforesaid lands (the "Public Improvements") as shown in the improvements plans for said subdivision approved by the City Engineer on March 7, 2013, and on file with the City Engineer (hereinafter referred to as "Improvement Plans"); and

WHEREAS, the City Engineer has reported that certain of the Public Improvements, including street pavements, curbs, sanitary sewer systems, storm sewer systems, and water mains as shown on the Subdivision Plat and described in the Improvement Plans have been completed, and that the installation of sidewalks, seeding, and the detention basin access road are not complete;

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

Section 1. That Council finds and determines that it is in the public interest to accept for dedication to public use the Public Rights-of-way prior to the completion of the installation of sidewalks, seeding, and the detention basin access road, provided that the Developer shall deposit a cash bond with the City in an amount that shall be no less than 100% of the estimated cost of completing all such sidewalk improvements; and shall deposit a cash bond with the City in an amount no less than 100% of the cost of completing the seeding, all as determined by the City Engineer conditioned upon the full completion of the aforesaid improvements to be constructed and/or installed in such Public Rights-of-way no later than July 31, 2014 for the seeding and December 31, 2015 for the sidewalks. Developer further shall deposit a cash bond with the City in an amount no less than 100% of the cost of completion of a detention basin access road,

as determined by the City Engineer, and to be fully constructed and/or installed in such Public Rights-of-way no later than July 31, 2014; and provided that, upon completion of such sidewalk improvements, seeding and detention basin access road, the Developer provides to the City a bond securing or guaranteeing the maintenance of such sidewalk improvements, seeding and detention basin access road, for a period not less than two years from and after the effective date of the subsequent ordinance accepting such sidewalk improvements, seeding and detention basin access road, in a sum no less than 10% of the cost of the installation of such sidewalk improvements, seeding and detention basin access road.

Section 2. That all of the Public Rights-of-way offered to the City of Strongsville be and are hereby accepted by the City of Strongsville and dedicated to public use, subject to the conditions set forth in Section 1 of this Ordinance and provided that the Developer provides to the City a bond securing or guaranteeing the maintenance of the Public Improvements for a period of not less than two years from and after the effective date of this Ordinance in a sum no less than 10% of the cost of installation of the improvements.

Section 3. That all of the Public Improvements constructed above and beneath the surface of the ground within the aforesaid Public Rights-of-way, all as shown on the Improvement Plans, except private storm and sanitary sewers, utilities, and appurtenances which do not serve the general public and the sidewalk improvements, seeding and detention basin access road in said Subdivision, be and are hereby accepted by the City of Strongsville, subject to the provisions of this Ordinance.

Section 4. That the Clerk of Council be and is hereby authorized and directed to execute the acceptance and dedication on the Subdivision Plat upon determination that the City is in receipt of the required bonds or deposits and the Developer's deposit of such sums as are required to pay existing taxes, liens, or other assessments which are a lien upon any of the lands to be accepted or dedicated by this Ordinance, and to pay the fees to effect recording with the Fiscal Office of Cuyahoga County.

Section 5. That the City Engineer be and is hereby authorized and directed to cause said Subdivision Plat to be filed for record with the Fiscal Office of Cuyahoga County as provided by law, upon the Engineer's determination that, as of the date and hour of such filing the City, or its authorized agent, is in receipt of a statement of title guarantee in an amount of One Thousand Dollars (\$1,000.00) issued by a title company approved by said Engineer showing title to all lands dedicated to public use shown on the Subdivision Plat to be good in the name of the City of Strongsville, free and clear of any easements, taxes, liens, assessments, or other encumbrances of any kind except as set forth in this Ordinance, and that any and all required bonds and deposits have been submitted and approved.

ORDINANCE NO. 2014 – 020 Page 3

Section 6. That this Council further directs that such sums as shall be required to pay existing taxes, liens, or other assessments which are a lien upon any of the lands to be dedicated in this subdivision shall be deposited with the City of Strongsville before the evidence of acceptance of the City of Strongsville is entered upon the dedication.

Section 7. 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 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 8. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to assure proper development of all lots and land within the City of Strongsville and to meet legal requirements. 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 Appro | ved: | | |
| Carbone Daymut DeMio Dooner Maloney Schonhut Southworth | <u>Yea</u> | <u>Nay</u> | Attest:Clerk of Council ORD. No.2014 - 020 Amended: 1st Rdg | | |
| | | | Pub Hrg Adopted: | Ref: | V |

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – 021

By: Mr. Carbone

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE PURCHASE AND DELIVERY OF READY MIX CONCRETE FOR USE BY THE SERVICE DEPARTMENT OF THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

WHEREAS, the City has advertised and received bids for the purchase and delivery of ready mix concrete for use by the Service Department of the City of Strongsville for the two-year period of 2014 and 2015; and

WHEREAS, Council is desirous of proceeding to award and enter into a contract for such purchases.

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 finds and determines that the bid submitted by **SHELLY MATERIALS**, **INC. dba MEDINA SUPPLY COMPANY** for the purchase and delivery of ready mix concrete for use by the Service Department of the City of Strongsville for the two-year period of 2014 and 2015, meets the specifications on file in the office of the Director of Public Service; is in compliance with the applicable requirements for bidding and contracts established by the laws of the City and the State; and is the lowest and best bid for the proposed contract. All other bids for this contract are hereby rejected. Any informalities or minor defects in the bidding process are hereby waived.

Section 2. That the Mayor be and is hereby authorized and directed to enter into a contract with the aforesaid lowest and best bidder for the purchase and delivery of ready mix concrete for use by the Service Department of the City during the two-year period of 2014 and 2015, in accordance with the specifications on file in the office of the Director of Public Service and for the unit prices and sums submitted in such bid, but in any event in a total amount not to exceed \$299,650.00 annually, and except for certain other related costs which will be imposed at bid unit prices and in addition thereto, if applicable (fuel surcharge; extra stop charge; less than load charge; and winter operation charge).

Section 3. That the funds necessary for the purpose of such contract have been appropriated for the year 2014, and shall be paid from the Street Construction, Maintenance and Repair Fund and the Sanitary Sewer Fund; and the Director of

CITY OF STRONGSVILLE, OHIO ORDINANCE NO. 2014 - 021 Page 2

Finance be and is hereby authorized and directed to issue the City's warrants in accordance with the terms and conditions of such bid and contract.

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 for the further reason that it is immediately necessary to purchase said materials in order to provide for the continuity of services and operation of the Service Department. 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: | | |
| Carbone Daymut DeMio Dooner Maloney Schonhut Southworth | Yea | Nay | ORD. No. <u>20/4</u> 1st Rdg 2nd Rdg | Clerk of Council -02/ Amended: Ref: Ref: Ref: |

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – <u>022</u>

By: Mayor Perciak and Mr. Carbone

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR UNIFORM RENTAL SERVICE THROUGH 2015 FOR USE BY THE CITY'S SERVICE DEPARTMENT, AND DECLARING AN EMERGENCY.

WHEREAS, the City has advertised for bids for uniform rental service for a period commencing February 1, 2014 and ending December 31, 2015 for use by the City's Service Department; and

WHEREAS, one bid was received which reflects competitive pricing from a reputable, experienced vendor; and

WHEREAS, Council is desirous of proceeding to award and enter into a contract for such uniform rental service.

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 finds and determines that the bid submitted by **CINTAS CORPORATION** for uniform rental service for a period commencing February 1, 2014 and ending December 31, 2015 for use by the City's Service Department meets the specifications on file in the office of the Director of Public Service; is in compliance with the applicable requirements for bidding and contracts established by the laws of the City and the State; and is the lowest and best bid for the proposed contract. No other bids for this contract were received.

Section 2. That the Mayor be and is hereby authorized and directed to enter into a contract with the aforesaid lowest and best bidder for uniform rental service for a period commencing February 1, 2014 and ending December 31, 2015 for use by the City's Service Department in accordance with the specifications on file in the office of the Director of Public Service, and for the sums submitted as unit prices in such bid, but in a total amount not to exceed \$16,861.00 annually, except for replacement costs which will be imposed at bid unit prices and in addition thereto, if applicable.

Section 3. That the funds necessary for the purpose of such contract have been appropriated for the year 2014, and shall be paid from the Street Construction, Maintenance and Repair Fund; and the Director of Finance be and is hereby authorized and directed to issue the City's warrants in accordance with the terms and conditions of such bid and contract.

CITY OF STRONGSVILLE, OHIO ORDINANCE NO. 2014 – 022 Page 2

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

Section 5. That this Ordinance is hereby declared to be an emergency measure 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 contract for said services in order to provide the City's Service Department employees with clean and pressed uniforms on a routine basis, to provide for the continuity of services and operation of the City's Service Department, 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 Date Passed: | | | Approved:Mayor Date Approved: | | |
|------------------------------------|--|--|-------------------------------|------|--|
| | | | | | |
| | | | Pub Hrg | Ref: | |

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – <u>023</u>

By: Mr. Carbone

ORDINANCE AUTHORIZING THE SALE AN CERTAIN INTERNET AUCTION. OF **OBSOLETE** PROPERTY NO LONGER NEEDED FOR ANY MUNICIPAL BY THE CITY'S **PUBLIC PURPOSE** SERVICE DEPARTMENT, 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 finds that the Department of Public Service of the City of Strongsville is in possession of certain old and obsolete vehicles and equipment which are obsolete, surplus, have little monetary value, and are no longer needed for any municipal purpose, as more particularly described in Exhibit "A", a copy of which is attached hereto and incorporated herein by reference, and further finds, therefore, that it will be in the best interest of the City that such property be sold by public internet auction through GovDeals.
- **Section 2.** That pursuant to Ohio Revised Code Section 721.15, the City is authorized to sell or dispose of property by internet auction; and that, pursuant to Article IV, Section 3(e) of the City Charter, the Mayor and Director of Finance be and are hereby authorized to dispose of such obsolete tangible property identified in Exhibit "A," and to perform all acts required in furtherance thereof.
- **Section 3.** That the Director of Finance and the Mayor therefore are authorized to retain the services of **GovDeals** to effectuate the sale of such obsolete property by internet auction through an appropriate user agreement between the City and GovDeals, and in a form to be approved by the Law Director; and that the Director of Finance, Mayor and the Director of Public Service be and are further authorized and directed to execute all documents and perform all acts required to complete the sale of such obsolete and unneeded property by public internet auction.
- **Section 4.** That the public internet auction will be conducted through GovDeals in accordance with its rules, regulations and procedures, including listing of the obsolete and unneeded property for sale by auction to the public on the internet. That as required by law, the property will be listed for ten (10) days, including Saturdays, Sundays and legal holidays.
- **Section 5.** That the net proceeds of the operation of this Ordinance shall be deposited into the Street Construction, Maintenance & Repair Fund.

CITY OF STRONGSVILLE, OHIO ORDINANCE NO. 2014 – 023 Page 2

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 the immediate sale of such obsolete and unneeded municipal property is necessary in order to provide necessary storage space for the Service Department, to enable the Department to replace obsolete vehicles and equipment, 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 Passe | ed: | | Date Approv | /ed: | |
| Carbone Daymut DeMio Dooner Maloney Schonhut Southworth | <u>Yea</u> | <u>Nay</u> | ORD. No : 2014 1st Rdg 2nd Rdg | Clerk of Council - 023 Amended: Ref: Ref: Ref: | |
| | | | Pub Hrg. | Ref: | |

<u>Serial /VIN#</u> P253-575A 1FDKF38F0VEA90144 <u>Description</u>
Condor Manlift
Ford 1-Ton Dump Truck

CITY ID# ML-1 597

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – <u>024</u>

By: Mr. Southworth

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE PURCHASE OF YOUTH SPORTS WEARING APPAREL FOR USE BY THE RECREATION DEPARTMENT OF THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

WHEREAS, the City has advertised and received bids for the purchase of various youth sports wearing apparel for use by the Recreation Department of the City of Strongsville during 2014; and

WHEREAS, Council is desirous of accepting unit price bids, and proceeding to award and enter into a contract for such purchases.

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 finds and determines that the bid submitted by **ADLER TEAM SPORTS** for the purchase of various caps, visors, shirts, pants and shorts, for use by the Recreation Department of the City of Strongsville, and in the unit prices to be paid for each item set forth on the Bid Response Form attached hereto as Exhibit A and incorporated herein by reference, meet the specifications on file in the office of the Director of Recreation & Senior Services; are in compliance with the applicable requirements for bidding and contracts established by the laws of the City and the State; and is the lowest and best bid for the proposed contract. All other bids for such contract are hereby rejected.

Section 2. That the Mayor be and is hereby authorized and directed to enter into a contract with the aforesaid lowest and best bidder for the purchase of the specified youth sports wearing apparel in accordance with the specifications on file in the office of the Director of Recreation & Senior Services, and for the sums submitted as unit prices in such bid, but in a total amount not to exceed \$32,029.58, and all in a form to be approved by the Law Director.

Section 3. That the funds for the purpose of such contract have been appropriated and shall be paid from the Multi-Purpose Complex Fund (Ehrnfelt Center); and the Director of Finance be and is hereby authorized and directed to issue the City's warrants in accordance with the terms and conditions of such bid and contract.

CITY OF STRONGSVILLE, OHIO ORDINANCE NO. 2014 – ______Page 2

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

Section 5. That this Ordinance is hereby declared to be an emergency measure 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 purchase said materials in order to provide for the continuity of services and operation of the Department of Recreation and Senior Services, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

| | | | Approved:_ | | |
|--------------------------------------|------------|------------|----------------|------------------|-----|
| President of Council | | | | Mayor | |
| Date Passe | d: | | Date Appro | ved: | |
| Carbone | <u>Yea</u> | <u>Nay</u> | Attest: | Clerk of Council | |
| Daymut DeMio Dooner Maloney | | | | Clerk of Courier | |
| Schonhut Southworth | | | ORD. No.2014 | -024 Amended: | |
| Southworth | | | | Ref: | |
| | | | | Ref: | |
| | | | 3rd Rdg | Ref: | |
| | | | Pub Hrg. | Ref: | |
| | | | Adopted: | Defeated: | * - |

BID RESPONSE FORM

Bidder: Please indicate individual costs of the items specified and a Total Bid Cost. The City will select one successful bidder based on the <u>lowest and best</u> Total Bid Cost premised upon the estimated quantities which have been provided (not on pricing of individual items). All pricing to be in U.S. dollars. <u>Note</u>: The actual quantities ordered may somewhat vary from estimates. Any increase or decrease in quantities will be charged or credited at the various unit costs.

| or a | ecrease in quantities | will be charged | i or credite | ed a | t the various unit costs. | | |
|------|---|-------------------------------|--|-------------|--|-------------------------------------|------------------------------------|
| Eq | uipment or Material | | | | Manufacturer or Sup | plier | |
| | CAPS BIDDI | Na Two B | 24.03 | | OD. CAD & Alleso | ル | |
| | T-SHIRTS | | | | SAME AS SPE | | |
| | PANTS à SHOE | | | | AYATS - SAME AS | | |
| | FANIS S THOSE | 0 | | | M9H15 - SAME AS | SPECS | |
| Α. | BASEBALL CAPS Brand Name: Model Number: Notes: | Outdoor Cap GL-271 or e | quivalent | | r equivalent Alleson | | |
| | Sizes and Quantit | | | | Unit Cost: $2.19 =$ | Total Cost: | 1511.10 |
| | • | Adult: | 640 | X | | Total Cost: | 1401.60 |
| В. | SOFTBALL VISOR Brand Name: Notes: Sizes and Quantity | Velcro back | . → 640 . → 640 ivalent , blank wit | پر th n | 2.39 - 16 $2.39 - 16$ $2.39 - 152$ so screen Unit Cost: $2.19 = 16$ Unit Cost: $2.19 = 16$ | -9.60 | 492,75 383,25 |
| C. | T-SHIRTS Material: Brand Name: Sizes to Bid: Sizes and Quantity | A4, YKM or e Youth (Smal | equivalent | t / 3 | king or dry-fit) ಗಾರ್ಜಾ/Aಲ೦-೨೯೧A- Adult (Small-X-Lg) | | |
| | 1) Baseball | Youth: Adult: XXL/XXXL: | 615 800 45 | X X X | Unit Cost: <u>541</u> = Unit Cost: <u>541</u> = Unit Cost: <u>6.89</u> = | Total Cost: Total Cost: Total Cost: | 3327 <u>15</u> 4328,- 310.05 |
| | 2) Basketball | Youth: | 310 | Χ | Unit Cost: 54/ = | Total Cost: | 1677.10 |

Adult: 1,190 X Unit Cost: 5.41 = Total Cost: 6437.90 XXL/XXXL: 50 X Unit Cost: 6.89 = Total Cost: 344.50 3) Coach Adult: 360 X Unit Cost: 477 = Total Cost: 17/7.20 XXL/XXXL: 130 X Unit Cost: 6.24 = Total Cost: 807.30

4) Champion Adult: 465 X Unit Cost: $\frac{477}{2}$ = Total Cost: $\frac{2218,05}{179.90}$ XXL/XXXL: 190 X Unit Cost: $\frac{421}{6.24}$ = Total Cost: $\frac{179.90}{179.90}$

(Screening requests next page)



Screening Requests:

- 1) BASEBALL SHIRT Logo with Sponsor name incorporated on front and 6" number on back.
- 2) BASKETBALL SHIRT Logo with Sponsor name incorporated on front and 6" number on back.
- 3) Coach Shirt Logo with Sponsor name and Coach name incorporated.
- 4) Champion Shirt Logo on front.

D. **BASEBALL UNIFORM PANTS**

Material:

100% Polyester

Brand Name:

Riddell or equivalent A4/ATS

Features:

2 inch elastic waistband with drawstring.

Back patch pocket

NO fly

Double Knees

Color:

White or Gray

Sizes to Bid: Sizes and Quantity: Youth:

Youth (Small-Large) and Adult (Small – XL)

725 250

7

X Unit Cost: $\frac{439}{2}$ = Total Cost: $\frac{3}{18}$ X Unit Cost: $\overline{549}$ = Total Cost: $\overline{1372.50}$

Adult: XXL/XXXL:

X Unit Cost: 7.69 = Total Cost: 53.83

E. SOFTBALL UNIFORM SHORTS

Material:

100% Polyester

Brand Name:

A4 or equivalent

Features:

Double lined

Color:

Black

Sizes to Bid:

Youth (Small-Large: 6" inseam)

Adult (Small-XLarge: 7" inseam)

Sizes and Quantity: Youth:

230

X Unit Cost:

= Total Cost: /032,70

Adult:

50

X Unit Cost:

= Total Cost: 224.50

XXL/XXXL:

X Unit Cost:

= Total Cost: 27.45

TOTAL 2014 BID COST (Combination of Total Costs per Item):

32029,58

*All Quantities are Estimates

FREIGHT and ARTWORK must be included in total bid price.

SUBSTITUTIONS - An equivalent item may be specified and substituted unless the category specifically states "NO Substitutions".

PRICES quoted on all items must be honored on any orders placed January 1 – December 31, 2014 regardless of size of order.

DELIVERY must be received within 15 business days of order date.

INVOICES must accompany delivered items or be received within 2 weeks of delivered orders.

Respectfully submitted:

| ADLER TERM SPORTS | 23780 LAKELAND Blue, EUCLIDOH 44132 |
|-------------------------------------|-------------------------------------|
| Name of Bidder/Contractor (Company) | Address |
| John Domo | 1/14/14 |
| Signature JOHN Domo | Daté |
| PRESIDENT | 216-289-2254 |
| Title and Printed Name | Phone |

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2014- **025**

BY: Mayor Perciak and All Members of Council

A RESOLUTION SUBMITTING THE QUESTION OF THE RENEWAL OF A 1.5 MILL TAX LEVY FOR THE PURPOSE OF CURRENT EXPENSES OF THE CITY OF STRONGSVILLE PURSUANT TO SECTIONS 5705.19(A) AND 5705.191 OF THE OHIO REVISED CODE, 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 of Strongsville; 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, on January 21, 2014, this Council adopted Resolution No. 2014-017 (the "Initial Resolution") pursuant to Section 5705.03 of the Revised Code declaring it necessary to renew the aforesaid tax levy in excess of the ten-mill limitation for a period of five years, and requesting, pursuant to Section 5705.03(B) of the Revised Code, 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

WHEREAS, the County Fiscal Officer has certified that the total current tax valuation of the City is \$1,413,357,650 and the dollar amount of revenue that would be generated by that 1.5 mill renewal levy would be \$508,969 annually during the life of the levy, assuming that the total current tax valuation remains the same throughout the life of the levy; and

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

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. It is hereby found, determined and declared that the amount of taxes that may be raised by the City of Strongsville, Cuyahoga County, Ohio, within the ten-mill limitation by levies on the current tax duplicate will be insufficient to provide an adequate amount for the necessary requirements of this City, and it is necessary to levy a tax in excess of that limitation at the rate of 1.5 mills for a period of five years for the purpose of current expenses of the City of Strongsville.

CITY OF STRONGSVILLE, OHIO Resolution No. 2014-_025
Page 2

Section 2. The question of the renewal of the 1.5 mill tax levy for the purpose of current expenses of the City of Strongsville for five years, beginning with the tax list and duplicate for the year 2014, the proceeds of which levy first would be available to this City in the calendar year 2015, shall be submitted under the provisions of Sections 5705.19(A) and 5705.191 of the Revised Code to the electors of the City of Strongsville at the election to be held therein on May 6, 2014, as authorized by law. Said election shall be held at the regular places of voting in said City as established by the Board of Elections of Cuyahoga County, Ohio, or otherwise, within the time provided by law and shall be conducted, canvassed and certified in the manner provided by law.

Section 3. The Clerk of Council is authorized and directed to deliver to the Cuyahoga County Board of Elections not later than February 5, 2014: (i) a certified copy of the Initial Resolution; (ii) the certification by the County Fiscal Officer as to the total current tax valuation of the City and the dollar amount of revenue that would be generated by the renewal of that 1.5 mill levy; and (iii) a certified copy of this resolution. This Council requests that the Board of Elections give notice of the election and prepare the necessary ballots and supplies for the election in accordance with law.

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 |
| Carbone Daymut DeMio Dooner Maloney Schonhut Southworth | <u>Yea</u> | <u>Nay</u> | Attest: Att | 25 Amended: Ref: Ref: | |
| | | | Pub HrgAdopted: | Ref: Defeated: | |

DTE form 140R Revised 5/11 O.R.C. 5705.03 (B)

Certificate of Estimated Property Tax Revenue

(Use This form when a taxing authority certifies a millage rate and requests the revenue produced by that rate.)

The County Fiscal Officer of <u>Cuyahoga</u> County, Ohio, does hereby certify the following:

- 1. On <u>January 23, 2014</u> the taxing authority of <u>City of Strongsville</u> certified a copy of its resolution or ordinance adopted <u>January 21, 2014</u> requesting the County Fiscal Officer to certify the current tax valuation of the subdivision and the amount of revenue that would be produced by <u>One and Five Tenths (1.50) Mills</u> to levy a tax outside the ten-mill. limitation for <u>Current Expense purposes</u> pursuant to Revised Code <u>5705.19(A)</u> to be placed on the ballot at the <u>May 6, 2014</u> election.

 The levy type is a **Renewal.**
- 2. The estimated property tax revenue that will be produced by the stated millage, assuming the tax valuation of the subdivision remains constant throughout the life of the levy, is calculated to be \$508,969.
- 3. The total tax valuation of the subdivision used in calculating the estimated property tax revenue is \$1,413,357,650.

Fiscal Officer Signature

January 23, 2014

Date

INSTRUCTIONS:

- 1. "Total tax valuation" includes the taxable value of all real property in the subdivision as indicated on the tax list most recently certified for collection and estimates of the taxable value of personal and public utility personal property for the first year the levy will be collected as set forth on the worksheets prescribed in conjunction with this form. If the subdivision is located in more than one county, the home county auditor (where the greatest taxable value of the subdivision is located)shall obtain the assistance of the other county auditors to establish the total tax valuation of the subdivision.
- 2. For purposes of this certification, "subdivision" includes any agency, board, commission, or other authority authorized to request a taxing authority to submit a tax levy on its behalf.
- 3."Levy type" includes the following: (1) additional, (2) renewal, (3) renewal with an increase, (4) renewal with a decrease, (5) replacement, (6) replacement with an increase, and (7) replacement with a decrease levies.
- 4. Please file this certificate with the subdivision as soon as possible, so the taxing authority can pass a resolution to proceed not later than 90 days before the election.