

# City of Strongsville

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

September 11, 2014

## City Council

Michael J. Daymut  
President of Council  
Ward 1

Matthew A. Schonhut  
Ward 2

James E. Carbone  
Ward 3

J. Scott Maloney  
Ward 4

Joseph C. DeMio  
At-Large

Kenneth M. Dooner  
President Pro Tem  
At-Large

Duke Southworth  
At-Large

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

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

## MEETING NOTICE

City Council has scheduled the following meetings for **Monday, September 15, 2014**, to be held in the Caucus Room and the Council Chamber at the ***Mike Kalinich Sr. City Council Chamber, 18688 Royalton Road:***

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

**7:15 P.M.**

**Public Service and Conservation Committee** will meet to discuss Ordinance Nos. 2014-162, 2014-168, 2014-169 and 2014-170.

**Planning Zoning and Engineering Committee** will meet to discuss Ordinance Nos. 2014-171 and 2014-172.

**Finance Committee** will meet to discuss Resolution Nos. 2014-173, 2014-174 and 2014-175.

**Public Safety and Health Committee** will meet to discuss Ordinance Nos. 2014-176, 2014-177, 2014-178, 2014-179 and 2014-180.

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

**Committee of the Whole** will meet to discuss Ordinance No. 2014-181.

**8:00 P.M.**

**Regular Council Meeting**

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

**BY ORDER OF THE COUNCIL:**

Aimee Pientka, CMC  
Clerk of Council

**STRONGSVILLE CITY COUNCIL REGULAR MEETING**  
**MONDAY, SEPTEMBER 15, 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:
  - *Council Meeting – September 02, 2014*
6. APPOINTMENTS AND CONFIRMATIONS:
7. 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:
8. REPORTS AND COMMUNICATIONS FROM THE MAYOR, DIRECTORS OF DEPARTMENTS AND OTHER OFFICERS:
  - MAYOR PERCIAK:
  - FINANCE DEPARTMENT - Mr. Dubovec:
  - LAW DEPARTMENT- Mr. Kraus:
9. AUDIENCE PARTICIPATION:

10. ORDINANCES AND RESOLUTIONS:

- Ordinance No. 2014-162 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE OPERATION, MAINTENANCE AND MANAGEMENT OF THE CITY'S WASTEWATER TREATMENT FACILITIES AND APPURTENANCES, AND DECLARING AN EMERGENCY. First reading 09-02-14.
- Ordinance No. 2014-168 by Mr. Carbone. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE PURCHASE OF A USED SMITHCO SPRAYER FOR USE BY THE CITY SERVICE DEPARTMENT AND FOR THE SALE AND TRADE-IN OF A LESCO TOW-BEHIND SPRAYER, AND TO HAVE THE SALE PRICE APPLIED TO THE PURCHASE PRICE, WITHOUT PUBLIC BIDDING FOR SUCH SALE, AND DECLARING AN EMERGENCY.
- Ordinance No. 2014-169 by Mr. Carbone. AN ORDINANCE AUTHORIZING THE SALE AT PUBLIC AUCTION OF CERTAIN OBSOLETE AND SURPLUS VEHICLES NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE, AND DECLARING AN EMERGENCY.
- Ordinance No. 2014-170 by Mayor Perciak and Mr. Carbone. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE PURCHASE OF SIX (6) NEW FORD F-250 PICKUP TRUCKS FOR USE BY THE DEPARTMENT OF PUBLIC SERVICE, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.
- Ordinance No. 2014-171 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING AND CONSENTING TO COLUMBIA TOWNSHIP PREPARING AND SUBMITTING AN APPLICATION FOR STATE OF OHIO ISSUE 1 FUNDING FOR THE ASPHALT RESURFACING OF MARKS ROAD FROM LUNN ROAD SOUTH TO BOSTON ROAD, IN THE CITY OF STRONGSVILLE; AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A COOPERATION AGREEMENT REGARDING THE PROJECT; AND DECLARING AN EMERGENCY.
- Ordinance No. 2014-172 by Mr. Carbone and Mr. Maloney. AN ORDINANCE AMENDING SECTIONS 1252.05, 1252.20, AND SECTION 1253.11, OF TITLE SIX OF PART TWELVE-PLANNING AND ZONING CODE, OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE CONCERNING REQUIREMENTS ASSOCIATED WITH R1-125 RESIDENTIAL DISTRICTS AND CLUSTER DEVELOPMENTS.
- Resolution No. 2014-173 by Mayor Perciak and All Members of Council. A RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY FISCAL OFFICER.
- Resolution No. 2014-174 by Mayor Perciak and Mr. Dooner. A RESOLUTION REQUESTING THE FISCAL OFFICER OF CUYAHOGA COUNTY TO ADVANCE FUNDS TO THE CITY OF STRONGSVILLE, OHIO, AND DECLARING AN EMERGENCY.

- Resolution No. 2014-175 by Mayor Perciak and Mr. Dooner. A RESOLUTION REQUESTING THE FISCAL OFFICER OF CUYAHOGA COUNTY TO ADVANCE CERTAIN SPECIAL ASSESSMENTS TO THE CITY OF STRONGSVILLE, OHIO, AND DECLARING AN EMERGENCY.
- Ordinance No. 2014-176 by Mayor Perciak and Mr. DeMio. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AMENDMENT TO THE AGREEMENT FOR PUBLIC SAFETY DISPATCH SERVICES BETWEEN THE CITY OF STRONGSVILLE AND THE CITY OF NORTH ROYALTON, IN CONNECTION WITH A REDUCTION IN FEES FOR THE CALENDAR YEAR 2015, AND DECLARING AN EMERGENCY.
- Ordinance No. 2014-177 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 OLMSTED FALLS, AND DECLARING AN EMERGENCY.
- Ordinance No. 2014-178 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 BEREA, AND DECLARING AN EMERGENCY.
- Ordinance No. 2014-179 by Mayor Perciak and All Members of Council. AN ORDINANCE RATIFYING, APPROVING AND AUTHORIZING THE CITY TO PARTICIPATE WITH THE CITY OF OLMSTED FALLS IN REQUESTING VARIOUS MODIFICATIONS TO A U.S. DEPARTMENT OF HOMELAND SECURITY (DHS), FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) GRANT AWARDED TO THE FALLS IN CONNECTION WITH A CONSOLIDATED PUBLIC SAFETY DISPATCH PROJECT; AUTHORIZING THE CITY TO SEEK CERTAIN REIMBURSEMENTS UNDER THE GRANT FOR ELIGIBLE EXPENSES AS A SUB-GRANTEE FROM FEMA THROUGH OLMSTED FALLS; AND DECLARING AN EMERGENCY.
- Ordinance No. 2014-180 by Mayor Perciak and All Members of Council. AN ORDINANCE RATIFYING, CONFIRMING AND APPROVING THE FILING OF AN APPLICATION TO THE CUYAHOGA COUNTY 911 CONSOLIDATION SHARED SERVICES FUND FOR FINANCIAL ASSISTANCE FOR THE CITY'S CONSOLIDATED DISPATCH CENTER, AND DECLARING AN EMERGENCY.
- Ordinance No. 2014-181 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH THE STRONGSVILLE EMERGENCY FOOD BANK, INC. FOR PREMISES LOCATED AT PEARL ROAD AND ZVERINA LANE, IN THE CITY OF STRONGSVILLE, OHIO, AND DECLARING AN EMERGENCY.

11. COMMUNICATIONS, PETITIONS AND CLAIMS:

- Application for Permit: **NEW D2:** To: Ly Salon and Spa Inc., **DBA: Le Nails, 1144 Southpark Center, Strongsville, Ohio 44136** (Responses must be postmarked no later than 09/22/2014).
  
- Application for Permit: **NEW C1-C2:** To: Riser Foods Co., **DBA: Giant Eagle #178, 17887 Southpark Center, Strongsville, Ohio 44136** (Responses must be postmarked no later than 10/14/2014).

12. MISCELLANEOUS BUSINESS:

13. ADJOURNMENT:

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – 162

By: Mayor Perciak and All Members of Council

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE OPERATION, MAINTENANCE AND MANAGEMENT OF THE CITY'S WASTEWATER TREATMENT FACILITIES AND APPURTENANCES, AND DECLARING AN EMERGENCY.**

WHEREAS, as authorized on May 20, 2014, by Resolution No. 2014-111, the City, through its Department of Public Service has advertised for proposals for the operation, maintenance and management of the City's wastewater treatment facilities and appurtenances within the City; and

WHEREAS, the City has received one (1) proposal from a company having substantial experience with the City, and which is recommended by the City's independent engineering consultant that finds such proposal to be advantageous, competitive, in compliance with the specifications required by the City through its RFP, and in the best interests of the City; and

WHEREAS, Council is, therefore, desirous of proceeding to award and enter into a contract for such services for a five (5) year period and in accordance with the RFP requirements and the contract document incorporated therein.

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

**Section 1.** That this Council finds and determines that the proposal submitted by **AMERICAN WATER OPERATIONS & MAINTENANCE, INC.**, for the operation, maintenance and management of the City's wastewater treatment facilities and appurtenances in the City for a five (5) year period commencing October 1, 2014 meets the requirements set forth in the request for proposals on file in the office of the Director of Public Service, is in compliance with the applicable requirements for proposals and contracts established by the laws of the City and the State, and is the lowest and best proposal for the contract. All other proposals for this contract, if any, are hereby rejected.

**Section 2.** That the Mayor be and hereby is authorized and directed to enter into a contract with **AMERICAN WATER OPERATIONS & MAINTENANCE, INC.**, for the operation, maintenance and management of the City's wastewater treatment facilities and appurtenances, substantially in the form which is part of the City's Request for Proposals, but as may be adjusted and approved by the Law Director, and in an amount for the first year of an annual fixed fee not to exceed the sum of \$1,699,132.00.

**CITY OF STRONGSVILLE, OHIO**  
**ORDINANCE NO. 2014 – 162**  
**Page 2**

**Section 3.** That the funds necessary for the purposes of said contract have been appropriated for the year 2014, and shall be paid now and in future contract years pursuant to lawful appropriation ordinances, all from the Sanitary Sewer Fund.

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

**Section 5.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to enter into said contract in order to avoid legal issues arising from the currently expiring contract, to continue the operation, maintenance and management of the aforesaid facilities and appurtenances, provide for safe disposal of sanitary waste within the City, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

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

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

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

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

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

ORD. No. 2014-162 Amended: \_\_\_\_\_  
 1st Rdg. 09-02-14 Ref: \_\_\_\_\_  
 2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – 168

By: Mr. Carbone

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE PURCHASE OF A USED SMITHCO SPRAYER FOR USE BY THE CITY SERVICE DEPARTMENT AND FOR THE SALE AND TRADE-IN OF A LESCO TOW-BEHIND SPRAYER, AND TO HAVE THE SALE PRICE APPLIED TO THE PURCHASE PRICE, WITHOUT PUBLIC BIDDING FOR SUCH SALE, AND DECLARING AN EMERGENCY.**

WHEREAS, the Service Department has equipment that is obsolete and no longer needed for a municipal public purpose, as more fully set forth in Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, the Service Department is in immediate need of a sprayer to be used for the application of fertilizer on City properties; and

WHEREAS, the Service Department has the opportunity to purchase a nearly-new, used Smithco Sprayer with enclosed booms, hose reel and gun, at an advantageous price; and

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

WHEREAS, this Council is desirous of having the Director of Finance sell and trade-in the existing obsolete equipment and have the selling price credited against the purchase price of the new mower.

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

**Section 1.** That this Council finds that the City's Service Department is in need of a used Smithco Sprayer with enclosed booms, hose reel and gun.

**Section 2.** That this Council further finds and determines that there is an immediate and present emergency in the operation of the Department of Public Service of the City of Strongsville in that the Service Department of the City of Strongsville has equipment, as more fully set forth in Exhibit A, which is obsolete and no longer needed for any municipal purpose, and further finds that it will be in the best interests of the City to sell such equipment, without public bidding, and have the selling price applied as a credit against the purchase of a used Smithco Sprayer with enclosed booms, hose reel and gun.

**CITY OF STRONGSVILLE, OHIO**  
**ORDINANCE NO. 2014 – 168**  
**Page 2**

**Section 3.** That, for the reasons aforesaid, the Mayor be and is hereby authorized to enter into an agreement with **BAKER VEHICLE SYSTEMS, INC.** for the purchase of the used Smithco Sprayer, Serial No., SS100326, with enclosed booms, hose reel and gun, in the amount of \$9,999.00, as more fully set forth in Exhibit A attached hereto and incorporated herein by reference, and for the sale of a Lesco Tow-behind sprayer, Serial No. A16272003, to **BAKER VEHICLE SYSTEMS, INC.**, in the amount of \$1,500.00, without public bidding, as more fully set forth in Exhibit A, and providing that the sale price be credited towards the purchase price of the used Smithco Sprayer with enclosed booms, hose reel and gun, in order that the net contract price for the purchase of the used Smithco Sprayer with enclosed booms, hose reel and gun shall not exceed \$8,499.00, and in a form to be approved by the Law Director.

**Section 4.** That the funds for the purposes of said contract have been appropriated and shall be paid from the General Fund.

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

**Section 6.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to enter into said contract in order to provide for the continuity of services and operation of the City of Strongsville Service Department, 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.

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

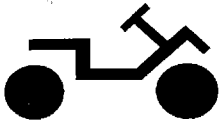
Date Passed: \_\_\_\_\_ Date Approved: \_\_\_\_\_

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

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

ORD. No. 2014-168 Amended: \_\_\_\_\_  
 1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

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



# BAKER

## VEHICLE SYSTEMS INC.

# QUOTATION

9035 Freeway Drive • Macedonia, OH 44056  
 Phone: 330-467-2250 • Fax: 330-467-8308

*Serving Golf, Turf & Industry since 1940*

**TO:** City of Strongsville  
 18688 Royalton Rd.  
 Strongsville, OH 44136  
**Attn: Dave Kreidler**

**DATE:** 19-Aug-14

*Prices quoted are those in effect at the time of quotation. This quotation is subject to acceptance within 15 days.*

| SALESPERSON | F.O.B. | DELIVERY | PAYMENT TERMS |
|-------------|--------|----------|---------------|
| Ron Wolf    |        |          | Net 30 Days   |

| QUANTITY | ITEM  | DESCRIPTION   | Price       | Total Price |
|----------|-------|---|-------------|-------------|
| 1        | 1002C | Smithco Sprayer with 2 Ft. Enclose Booms, Hose Reel and Gun<br>Ser. #SS100326 | \$9,999.00  | \$9,999.00  |
|          |       | <u>Less Trade-In:</u><br>Lesco Tow-Behind Sprayer<br>Ser. #A16272003          | -\$1,500.00 |             |

**SPECIAL NOTES:**

|                    |                   |
|--------------------|-------------------|
| SUBTOTAL           | \$9,999.00        |
| TAX RATE           | 0.00%             |
| SALES TAX          | \$0.00            |
| TRADE-IN ALLOWANCE | (\$1,500.00)      |
| <b>TOTAL</b>       | <b>\$8,499.00</b> |

**FINANCE OPTION**

**BY:** \_\_\_\_\_

To accept this quotation, sign here and return: \_\_\_\_\_ Date: \_\_\_\_\_

**EXHIBIT A**

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – 169

By: Mr. Carbone

**AN ORDINANCE AUTHORIZING THE SALE AT PUBLIC AUCTION OF CERTAIN OBSOLETE AND SURPLUS VEHICLES NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE, 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 Police Department of the City of Strongsville has eleven (11) obsolete and surplus vehicles, as described in Exhibit "A", a copy of which is attached hereto and incorporated herein by reference, which are unfit for public use by reason of obsolescence or as surplus items, and are no longer needed for any municipal purpose; and further finds that it will be in the best interests of the City that such vehicles be sold at a public auction.

**Section 2.** That, pursuant to Article IV, Section 3(e) of the City Charter, the Mayor and Director of Finance be and are hereby authorized and directed to sell such vehicles at public auction.

**Section 3.** That the Director of Finance and the Mayor are authorized to retain the services of the Greater Cleveland Auto Auction to effectuate the sale of all such vehicles for auction; and the Director of Finance and Mayor are further authorized and directed to execute all documents and perform all acts required to complete the auction and the sale of the auctioned vehicles.

**Section 4.** That any proceeds of sale shall be deposited into the General Fund; and any funds required for the purposes of this Ordinance have been appropriated and shall be paid from the General Fund.

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

**Section 6.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that the immediate sale of such obsolete and surplus vehicles is necessary in order to provide needed storage space for the Police Department, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council,

CITY OF STRONGSVILLE, OHIO  
ORDINANCE NO. 2014 - 169  
Page 2

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

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

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

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

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

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

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

ORD. No. 2014-169 Amended: \_\_\_\_\_  
1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

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

| <u>VEHICLE TYPE</u> | <u>CAR#</u> | <u>YEAR</u> | <u>VIN</u>         |
|---------------------|-------------|-------------|--------------------|
| CROWN VIC           | 12          | 2008        | 2FAFP71V58X101434  |
| CROWN VIC           | 18          | 2007        | 2FAFP71V88X101430  |
| CROWN VIC           | 14          | 2010        | 2FABP7BV8AX1001186 |
| CROWN VIC           | 39          | 2008        | 2FAFP71VX8X101431  |
| CROWN VIC           | 34          | 2010        | 2FABP7BVOAX101182  |
| CROWN VIC           | 16          | 2009        | 2FAHP71V59X112153  |
| CROWN VIC           | A10         | 2001        | 2FAFP71WX1X164334  |
| CROWN VIC           | D4          | 2009        | 2FAHP71V99X112155  |
| CROWN VIC           | A9          | 2001        | 2FAFP71W81X164333  |
| CROWN VIC           | 29          | 2009        | 2FAHP71V39X112149  |
| CROWN VIC           | 9           | 2009        | 2FABP7BVGAX101185  |

**EXHIBIT A**

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – 170

By: Mayor Perciak and Mr. Carbone

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE PURCHASE OF SIX (6) NEW FORD F-250 PICKUP TRUCKS FOR USE BY THE DEPARTMENT OF PUBLIC SERVICE, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.**

WHEREAS, the Department of Public Service is in need of six (6) new Ford F-250 pickup trucks; and

WHEREAS, the Ohio Department of Administrative Services awarded a State term contract (Contract No. RS901514, Index No. GDC093) for the purchase of trucks, utility vehicles and cargo vans to an out of town contractor; and

WHEREAS, in this instance, Bob Gillingham Ford is a local dealer/vendor in this area that can conveniently provide the six (6) new Ford F-250 pickup trucks with certain options needed by the Service Department; and said dealer/vendor has agreed to provide such trucks to the City at the favorable State term contract price.

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 this Council finds and determines, as set out in Article V, §5 of the Charter, that there is an immediate and present emergency in the operation of the Department of Public Service of the City of Strongsville, in that it is immediately necessary to enter into a contract, without public bidding, with **BOB GILLINGHAM FORD** for the purchase of six (6) new Ford F-250 pickup trucks for the Department of Public Service in order to meet the operational needs of the Department of Public Service on a prompt basis and to ensure the public health, safety and welfare.

**Section 2.** That, for the reasons aforesaid, this Council hereby approves and authorizes the Mayor to enter into a contract with **BOB GILLINGHAM FORD**, without public bidding, in an amount not to exceed \$160,545.00 for the purchase of six (6) new Ford F-250 pickup trucks with designated options for the Department of Public Service, as more fully set forth in the quotation attached hereto as Exhibit "A" and incorporated herein by reference, and as reflected in a contract to be in a form approved by the Law Director.

**CITY OF STRONGSVILLE, OHIO**  
**ORDINANCE NO. 2014 – 170**  
**Page 2**

**Section 3.** That the funds for the purpose of the aforesaid expenditure shall be and hereby are appropriated from the Street Construction, Maintenance and Repair Fund.

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

**Section 5.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare, and for the further reason that it is immediately necessary to enter into the contract in order to meet the operational needs of the Department of Public Service 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

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

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

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

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

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

ORD. No. 2014-170 Amended: \_\_\_\_\_  
 1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

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

**BOB GILLINGHAM FORD**

8383 Brookpark Road  
Parma, OH 44129  
216-398-1300

**QUOTATION FOR:**

**CITY OF STRONGSVILLE**

Sept. 4, 2014

Attention: Bryan Timko  
(440) 580-3171

This quote is for (6):

2015 Ford F-250 Super Cab 4x4 XL SRW Pick Up Truck with a 6 3/4' Bed  
Vermilion Red exterior with vinyl 40/20/40 bench seat in Steel Gray  
6.2L V8 gas engine with 6 speed automatic transmission  
Power Group (power windows, locks and heated mirrors), Cruise Control

|             |   |
|-------------|---|
| \$23,906.00 | Price for the above Base Truck                                    |
| 118.00      | A/T Tires   |
| 200.00      | Trailer Brake Controller  |
| 80.00       | Snow Plow Prep Package  |
| 513.00      | XL Value Package (AF-FM-CD, Chrome Bumpers                        |
| 55.00       | Roof Clearance Lights   |
| 195.00      | Remote Start  |
| 125.00      | Upfitter Switches   |
| 390.00      | 3.73 electronic-locking rear axle                                 |
| 680.00      | 4-Way Strobes Front and Rear                                      |
| 125.00      | Manual Sliding Rear Window  |
| 337.00      | Sync  |
| \$26,724.00 | Price for the above truck (includes MFG price concessions) / each |
| 15.00       | Title / each  |
| 18.50       | 30 Day Tag / each   |
| \$26,757.50 | TOTAL / each  |

Pricing good for 30 days.

Pricing based on ordering the unit.

Normal production is 6-12 weeks. Dealer not responsible for delays beyond our control.

Thank you for the opportunity to quote this truck.

Regards,

George Bode  
Fleet Manager



CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – 171

By: Mayor Perciak and All Members of Council

**AN ORDINANCE AUTHORIZING AND CONSENTING TO COLUMBIA TOWNSHIP PREPARING AND SUBMITTING AN APPLICATION FOR STATE OF OHIO ISSUE 1 FUNDING FOR THE ASPHALT RESURFACING OF MARKS ROAD FROM LUNN ROAD SOUTH TO BOSTON ROAD, IN THE CITY OF STRONGSVILLE; AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A COOPERATION AGREEMENT REGARDING THE PROJECT; AND DECLARING AN EMERGENCY.**

WHEREAS, Marks Road is a county road located partly within the boundaries of the City of Strongsville (Cuyahoga County) and partly within Columbia Township (Lorain County); and

WHEREAS, the City of Strongsville and Columbia Township are desirous of making application to the State of Ohio for Issue 1 funding in connection with the asphalt resurfacing of Marks Road from Lunn Road south to Boston Road (hereinafter referred to as the "Marks Road Resurfacing Project"); and

WHEREAS, Columbia Township has agreed with the City of Strongsville to make a joint application to the State of Ohio for Issue 1 funding, on behalf of both entities, in connection with the Marks Road Resurfacing Project, and also to mutually cooperate in seeking additional funding from Cuyahoga County; and

WHEREAS, it has been agreed that Columbia Township will be the lead agency in connection with the Project, and the parties, therefore, shall execute a Cooperation Agreement.

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

**Section 1.** That the City of Strongsville consents to and authorizes Columbia Township to prepare and submit an application to the Ohio Public Works Commission for Issue 1 funding for the Marks Road Resurfacing Project; and for the Township as lead agency to execute all documents and do all things necessary in furtherance thereof.

**Section 2.** That the parties will execute a Cooperation Agreement substantially in the form attached as Exhibit 1, which is incorporated herein and approved, but subject to final adjustments, if any, by the Law Director.

**CITY OF STRONGSVILLE, OHIO**  
**ORDINANCE NO. 2014 – 171**  
**Page 2**

**Section 3.** That, if such application is approved, it is the intent of this Council to pay for the City of Strongsville's portion of the costs in connection with such Project from the General Capital Improvement Fund.

**Section 4.** That the Clerk of Council be and is hereby authorized and directed to forward a certified copy of this Ordinance to the Service Director and/or other designated official representative of Columbia Township.

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

**Section 6.** That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that the preparation and submission of the application for funding is immediately necessary in order to meet the State of Ohio application filing deadline, provide for improved highways and more efficient traffic flow, and conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

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

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

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

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

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

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

ORD. No. 2014-171 Amended: \_\_\_\_\_  
 1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

**COOPERATION AGREEMENT  
BY AND BETWEEN  
CITY OF STRONGSVILLE AND COLUMBIA TOWNSHIP**

This Agreement, by and between the **CITY OF STRONGSVILLE**, County of Cuyahoga, State of Ohio, an Ohio municipal corporation (hereinafter referred to as "City"), and **COLUMBIA TOWNSHIP**, County of Lorain, State of Ohio (hereinafter referred to as "Township"), is hereby entered into on this \_\_\_\_ day of \_\_\_\_\_, 2014.

**WITNESSETH:**

WHEREAS, the City and the Township intend to file a joint application to the Ohio Public Works Commission (hereinafter referred to as "OPWC") for Issue I Round 29 funding for the project known as "Marks Road Resurfacing" (hereinafter "Project") which has an estimated construction cost of \$568,132; and

WHEREAS, the OPWC requires that the parties submitting a joint application for funding enter into a "Cooperation Agreement," as authorized by the Ohio Revised Code.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the parties hereto do mutually agree as follows:

**1. Lead Agency**

The City does hereby authorize the Township to be the lead applicant and, as such, to execute all necessary and appropriate documents both for funding from OPWC and otherwise in connection with the Project, and to provide the necessary construction supervision.

**2. Project Financing**

- a. The City, on behalf of itself and the Township, has requested \$250,000.00 from the Cuyahoga County Department of Public Works towards funding of the Project. The Township and City are seeking some twenty-six percent (26%) of the estimated construction cost from OPWC.
- b. The City will provide funds totaling fifty percent (50%) of the non-funded construction cost of the Project. Said funds will come from the City's General Capital Improvement funds. Furthermore, the City agrees to pay its share of the cost as invoices are due or at the end of the Project as may be agreed upon.

- c. The Township likewise will provide funds totaling fifty percent (50%) of the non-funded construction cost of the Project. Said funds will come from the \_\_\_\_\_ . Furthermore, the Township agrees to pay its share of the cost as invoices are due or at the end of the Project as may be otherwise agreed upon.

3. **Project Authorization**

- a. This Project is authorized by City of Strongsville Ordinance No. \_\_\_\_\_.
- b. This Project is authorized by Columbia Township Resolution No. \_\_\_\_\_.

4. **Term of Agreement**

This Agreement shall commence at the latest date set forth below, and shall be commensurate with the term of the OPWC grant award.

5. **Successors and Assigns**

This Agreement and its rights and responsibilities shall not be assigned or transferred without the prior written consent of the City and the Township.

This Agreement shall be binding upon and inure to the benefit of the City and the Township and their respective successors and permitted assigns.

6. **Severability**

If any section of this Agreement is found to be illegal, unconstitutional, improper or unenforceable, said section shall not affect the enforceability of the remainder of this Agreement.

7. **Entire Agreement; Amendment; Jurisdiction**

This constitutes the entire agreement of the parties with regard to the subject matter, and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements of the parties. No modification or amendment of this Agreement shall be binding upon the parties unless the same is in writing, signed by the respective parties hereto, and approved in accordance with law. This agreement shall be subject to and governed by the laws of the State of Ohio.

8. **Waiver**

The waiver of any party hereto of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach of the same or any other provision. No waiver shall be binding unless it is in writing, and no course of dealing, delay or omission in the exercise of any rights shall operate as a waiver.

IN WITNESS WHEREOF, Columbia Township and the City of Strongsville, by their respective duly authorized agents, have executed this Agreement on the dates set forth next to their signatures, with proper authorizations in accordance with law.

Signed in the presence of:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**CITY OF STRONGSVILLE**

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

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

**COLUMBIA TOWNSHIP  
(LORAIN COUNTY, OHIO)**

\_\_\_\_\_  
Dick Heidecker, Trustee

\_\_\_\_\_  
Mike Musto, Trustee

\_\_\_\_\_  
Mark Cunningham, Trustee

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

**CERTIFICATE OF LAW DIRECTOR OF STRONGSVILLE**

I hereby certify that I have reviewed and approved the form of the foregoing Agreement this \_\_\_\_ day of \_\_\_\_\_, 2014.

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

**CERTIFICATE OF CHIEF ASSISTANT COUNTY PROSECUTOR OF  
LORAIN COUNTY**

I hereby certify that I have reviewed and approved the form of the foregoing Agreement this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Chief Assistant County Prosecutor

**CERTIFICATION OF FUNDS**

I, Joseph K. Dubovec, Director of Finance, for the City of Strongsville, Ohio hereby certify that the money to meet this Agreement has been lawfully appropriated for the purpose of the Agreement and is in the treasury of the City, or is in the process of collection to the credit of the appropriate fund free from prior encumbrance.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director of Finance

**CERTIFICATION OF FUNDS**

I, \_\_\_\_\_, Fiscal Officer of Columbia Township, hereby certify that the money to meet this Agreement has been lawfully appropriated for the purpose of the Agreement and is in the treasury of the City, or is in the process of collection to the credit of the appropriate fund free from prior encumbrance.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Fiscal Officer

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – 172

By: Mr. Carbone and Mr. Maloney

**AN ORDINANCE AMENDING SECTIONS 1252.05, 1252.20, AND SECTION 1253.11, OF TITLE SIX OF PART TWELVE-PLANNING AND ZONING CODE, OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE CONCERNING REQUIREMENTS ASSOCIATED WITH R1-125 RESIDENTIAL DISTRICTS AND CLUSTER DEVELOPMENTS.**

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

**Section 1.** That existing Sections 1252.05 and 1252.20 under Residential Districts, of Title Six of Part Twelve-Planning and Zoning Code of the Codified Ordinances of the City of Strongsville, be and are hereby amended to read in their entirety as follows:

\* \* \*

**1252.05 SCHEDULE OF AREA, YARD AND HEIGHT REGULATIONS.**

| District | Dwelling Type     | Minimum Land Area Per Dwelling Unit (sq. ft.) | Maximum Density (Dwelling Units Per Acre) | Minimum Width of Lot (ft.) | Land Coverage by Building Maximum (%) |
|----------|-------------------|---|---|----------------------------|---------------------------------------|
| ER       | 1 Family          | 130,680                                       | 0.33                                      | 200*                       | 25                                    |
| R1-125   | 1 Family          | 43,560<br><b>25,000</b>                       | 0.92<br><b>0.63</b>                       | 125*                       | 25                                    |
| R1-100   | 1 Family          | 17,000  | 2.0                                       | 100*                       | 35                                    |
| R1-75    | 1 Family          | 12,750  | 2.75                                      | 75*                        | 35                                    |
| R2F      | 2 Family          | 8,500   | 4.0                                       | 100*                       | 35                                    |
| OF-C     | Cluster           | (--)  | 4.0                                       | 100*                       | 35                                    |
| RT-C     | Townhouse Cluster | (--)  | 6.0                                       | 150*                       | 35                                    |
| RMF-1    | Townhouse Cluster | (--)  | 6.0                                       | 150*                       | 30                                    |
|          | Apartment         |   | 15.0                                      | 200*                       | 30                                    |
| PDA-1    | 1 Family          | 9,750   | 2.75                                      | 75*                        | ---                                   |
|          | Townhouse Cluster | (--)  | 6.0                                       | 150*                       | ---                                   |
| PDA-2    | 1 Family          | 9,750   | 2.75                                      | 75*                        | ---                                   |
|          | Townhouse Cluster | (--)  | 6.0                                       | 150*                       | ---                                   |

**CITY OF STRONGSVILLE, OHIO**  
**ORDINANCE NO. 2014 – 172**  
**Page 2**

|  |           |        |      |      |     |
|--|-----------|--------|------|------|-----|
|  | Apartment | ( -- ) | 15.0 | 200* | --- |
|--|-----------|--------|------|------|-----|

\*Minimum width of lot measured at front lot line; or, as modified in accordance with Section 1252.04(b). In ER Districts, the minimum width of cul-de-sac lots shall be measured at the front building setback line from the private drive.

| <b>Minimum Yard Dimensions</b> |                      |                               |                              |                              |                                       |
|--------------------------------|----------------------|-------------------------------|------------------------------|------------------------------|---------------------------------------|
| <b>District</b>                | <b>Dwelling Type</b> | <b>Front Yard Depth (ft.)</b> | <b>Side Yard Depth (ft.)</b> | <b>Rear Yard Depth (ft.)</b> | <b>Height-Main Building (Stories)</b> |
| ER                             | 1 Family             | 100                           | 25 – 25                      | 100                          | 3                                     |
| R1-125                         | 1 Family             | 75<br>70                      | 20 – 20                      | 75<br>60                     | 2                                     |
| R1-100                         | 1 Family             | 60                            | 10 – 15                      | 50                           | 2                                     |
| R1-75                          | 1 Family             | 50                            | 5 – 10                       | 50                           | 2                                     |
| R2F                            | 2 Family             | 50                            | 5 – 10                       | 50                           | 2                                     |
| OF-C                           | Cluster              | 50 or 20*                     | (a)                          | (a)                          | 2                                     |
| RT-C                           | Townhouse-Cluster    | 50 or 20*                     | (a)                          | (a)                          | 2                                     |
| RMF-1                          | Townhouse-Cluster    | 20*                           | (a)                          | (a)                          | 2                                     |
|                                | Apartment            | 75                            | (b)                          | (b)                          | 3                                     |
| PDA-1                          | 1 Family             | (c)                           | 5 - 10                       | 35                           | 2                                     |
|                                | Townhouse-Cluster    | 20*                           | (a)                          | (a)                          | 2                                     |
| PDA-2                          | 1 Family             | (c)                           | 5 – 10                       | 35                           | 2                                     |
|                                | Townhouse-Cluster    | 20*                           | (a)(b)                       | (a)(b)                       | 2                                     |
|                                | Apartment            | 75                            | (b)                          | (b)                          | 3                                     |

(a) Yard dimensions determined by Sections 1252.07 and 1252.08. Cluster 1 Family dwelling units shall be setback not less than 15 feet from any common open space area controlled by the overall homeowner's association and 35 feet from any single family side or rear property line. Minimum side building spacing between adjacent units shall be 10 feet. Minimum rear yard spacing between adjacent units shall be not less than 50 feet.

(b) Yard dimensions determined by formula, Section 1252.06.

(c) Local streets – 30 feet; local collector streets – 40 feet.

\* 50' for major arterial, collector and local collector street.

20' for local street measured from nearest edge of street or sidewalk pavement.

(Ord. 2012-085. Passed 9-17-12.)

**1252.20 LOTS OF RECORD OF INSUFFICIENT AREA.**

A lot of record which does not comply with the area or width of lot regulations of the district in which it is located on the effective date of this Zoning Code or any amendment thereto which made it nonconforming, may be used as follows:

- (a) If occupied by a building, such building may be maintained, repaired or altered. However, the building may not be enlarged in floor area unless the depth of front yard, total width of side yards and rear yard regulations are complied with.
- (b) If vacant, the lot may be used provided that:
  - (1) No adjoining vacant lot or parcel of land was owned by the same owner on the effective date of this Zoning Code or any amendment thereto which makes it nonconforming;
  - (2) Not owning adjoining land, other vacant land cannot be equitably acquired adjoining the lot; and
  - (3) All other regulations of this Zoning Code, except the lot area and lot width regulations, shall be complied with. Lots of less width will be allowed only if such lots do not exceed ten percent less than the lot width required in the district in which such lot is located; or
  - (4) **It was platted as part of a previously approved Single-Family Detached and Cluster Development and all of the lot area, widths, and setbacks associated with said prior plat approval are complied with.**

(Ord. 2012-085. Passed 9-17-12.)

\* \* \*

**Section 2.** That existing Section 1253.11 Land Planning Criteria, of Title Six of Part Twelve-Planning and Zoning Code of the Codified Ordinances of the City of Strongsville, be and is hereby amended to read in its entirety as follows:

\* \* \*

**1253.11 LAND PLANNING CRITERIA.**

The following planning criteria are established to guide and control the planning, development and use of land in a single-family detached and cluster development.

- (a) Area and density regulations.
  - (1) Development area. The minimum area to qualify for single-family detached and cluster development shall be not less than twenty-five contiguous acres. The Commission may, however, allow areas of less than twenty-five acres if it finds and determines that the single-family detached and cluster development as proposed can adequately meet the intent of this Chapter.
  - (2) Development area density. The residential density of the entire development area shall not exceed ~~2.75~~-**2.6** dwelling units per acre

on land zoned R1-75 and 2.3-2.0 dwelling units per acre on land zoned R1-100.

- (3) Required open space. In any single family detached and cluster development, the total public or common open space area shall be not less than twenty percent (20%) of the gross acreage of the entire development area.
- (b) Building arrangement and dwelling unit size. The design criteria set forth in this section are intended to provide considerable latitude and freedom to encourage variety in the arrangement of the bulk and shape of buildings, open space and landscape features. The dwellings may be arranged in various groups, courts, sequences or clusters with open spaces organized and related to the dwellings so as to provide privacy and to form a unified composition of buildings and space. Although latitude in design is provided and encouraged, the following design conditions shall be met:
- (1) Single family attached dwellings. Not more than four single-family dwellings may be attached in any group.
  - (2) Distribution of cluster single-family dwellings. Not more than thirty-five percent (35%) of the total allowable dwelling units within any single family detached and cluster development may be allocated to cluster dwellings.
  - (3) Cluster area building spacing. Dwelling units in an approved cluster area shall be set back not less than fifteen feet from any common open space area controlled by the overall homeowner's association and thirty-five feet from a detached single family side and rear property line. The minimum side separation of adjacent dwelling units shall be 10 feet. The minimum rear yard spacing or separation of adjacent units shall be not less than 50 feet. The Commission may, however, allow lesser distances if it determines that the intent of these regulations will be met.
  - (4) Dwelling unit size. The minimum area of any single-family dwelling shall be not less than that established in Section 1252.22.
- (c) Yard and height regulations.
- (1) Lot area. The minimum lot area for each dwelling unit in the detached single-family portion of the development area shall be not less than ~~11,250~~**12,750** square feet on land zoned R1-75 and ~~13,600~~**17,000** square feet on land zoned R1-100.
  - (2) Lot width. Dwelling units in the detached single-family portion of the development area shall have a minimum lot width of seventy-five feet measured at the building line on land zoned R1-75 **and 100 feet on land zoned R1-100.** ~~The lot width on land zoned R1-100 may vary between eighty and 100 feet, provided that an average width of eighty-five feet is achieved and maintained throughout the development area.~~ In the detached single-family portion of the development area, corner lots shall have a minimum

lot width of not less than 90 feet and 100 feet respectively on land zoned R1-75 and R1-100.

- (3) Front yard depth. The front yard depth for each dwelling unit in the detached single-family portion of the development area shall **comply with Section 1252.05** ~~be varied from thirty feet to forty feet with an average minimum setback of thirty five feet maintained throughout the detached single family portion of the development area. The front yard setback for each detached single family unit shall be approved by the City Engineer and indicated on the final subdivision plat for the single family units.~~ The front yard depth for each dwelling unit within any cluster single-family portion of the development area shall be no less than twenty feet measured from the nearest edge of street or sidewalk pavement.
- (4) Side yard and building spacing. In the detached single family portion of the development area, side yard width and separation between adjacent dwellings shall be as follows:  
Each dwelling shall have a minimum side yard depth of not less than ten feet and the minimum separation between adjacent dwellings shall not be less than 20 feet.
- (5) Rear yard. The rear yard depth for dwellings in the detached single-family portion of the development area shall not be less than ~~thirty~~ **fifty** feet.
- (6) Yards for accessory buildings and uses. Yards for accessory buildings and uses shall be in accordance with the provisions of Section 1252.15.
- (7) Height. The height of any single-family dwelling at the front facade shall not exceed two stories.
- (d) Access and vehicular circulation. Each cluster area of single-family dwelling units shall be served by a dedicated street. However, individual dwelling units within such cluster need not so abut provided that:
  - (1) Each dwelling unit is accessible by means of a private drive, to service and emergency vehicles in a manner acceptable to the City Engineer and Fire Prevention Officer.
  - (2) Construction methods, standards and materials for private drives meet accepted engineering practice and are approved by the City Engineer.
  - (3) The location, design and construction of all utilities on private or common land is approved by the City Engineer.
  - (4) The preservation and maintenance of all private drives and utilities on private land is assured by firm commitment of the abutting owners through documents recorded in the office of the Cuyahoga County Recorder or in such other form as is approved by the Director of Law. Each dwelling unit in the detached single-family portion of the development area shall abut upon a dedicated street.

- (e) Parking. Parking in a single-family detached and cluster development shall be in accordance with the requirements set forth in Chapter 1270. Two enclosed parking spaces shall be provided for each dwelling unit in a single-family detached and cluster development outside the street right of way or private drive. Additional guest off-street parking areas may be required by the Commission if it determines that such additional parking is necessary to adequately serve the needs of the cluster area.  
(~~Ord. 2012-085. Passed 9-17-12.~~)

\* \* \*

**Section 3.** That unless otherwise specified, the provisions of this Ordinance shall be operative from and after the effective date of this Ordinance, in accordance with law.

**Section 4.** That any other ordinances or parts thereof inconsistent with this Ordinance be and are hereby repealed.

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

**Section 6.** That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

First reading: \_\_\_\_\_

Referred to Planning Commission

Second reading: \_\_\_\_\_

\_\_\_\_\_

Third reading: \_\_\_\_\_

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

Public Hearing: \_\_\_\_\_

CITY OF STRONGSVILLE, OHIO  
ORDINANCE NO. 2014 - 172  
Page 7

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

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

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

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

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

ORD. No. 2014-172 Amended: \_\_\_\_\_  
1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

CITY OF STRONGSVILLE, OHIO  
RESOLUTION NO. 2014- 173

By Mayor Perciak and All Members of Council

RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE  
BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES  
AND CERTIFYING THEM TO THE COUNTY FISCAL OFFICER

(CITY COUNCIL)  
Revised Code, Secs. 5705.34-5705.35

The Council of the City of Strongsville, Cuyahoga  
County, Ohio, met in regular session on the 15th day of September  
(Regular Or Special)  
2014, at the office of Maiké Kalinich Sr. City Council Chamber with the following members

present:

Matthew A. Schonhut, Jospeh C. DeMio

Duke Southworth, Michael J. Daymut, James E. Carbone

Kenneth M. Dooner and J. Scott Maloney

Mr. Dooner moved the adoption of the following Resolution:

WHEREAS, This Council in accordance with the provisions of law has previously  
adopted a Tax Budget for the next succeeding fiscal year commencing January 1st,

2015; and

WHEREAS, The Budget Commission of Cuyahoga County, Ohio, has  
certified its action thereon to this Council together with an estimate by the County Fiscal Officer of the rate  
of each tax necessary to be levied by this Council, and what part thereof is without, and what part  
within the ten mill tax limitation; therefore, be it

RESOLVED, By the Council of the City of Strongsville,

Cuyahoga County, Ohio, that the amounts and rates, as determined  
by the Budget Commission in its certification, be and the same are hereby accepted; and be it further

RESOLVED, That there be and is hereby levied on the tax duplicate of said City the rate  
of each tax necessary to be levied within and without the ten mill limitation as follows:

**SCHEDULE A**  
**SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY BUDGET**  
**COMMISSION AND COUNTY FISCAL OFFICER'S ESTIMATED TAX RATES**

| FUND                         | Amount to Be Derived from Levies Outside 10 M. Limitation | Amount Approved by Budget Commission Inside 10 M. Limitation | County Fiscal Officer Estimate of Tax Rate to be Levied |                     |
|------------------------------|---|--|---|---------------------|
|                              |   |  | Inside 10 M. Limit                                      | Outside 10 M. Limit |
|                              | Column II   | Column IV  | V   | VI                  |
| General Fund                 |   |  | 0.00  | 1.50                |
| General Bond Retirement Fund |   |  | 2.30  | 0.50                |
| Police Pension Fund          |   |  | 0.30  |                     |
| Fire Pension Fund            |   |  | 0.30  |                     |
| Fire Fund                    |   |  |   | 3.50                |
| Sewer Fund                   |   |  |   | 0.40                |
| Southwest Gen. H.C.          |   |  |   | 1.00                |
| <b>TOTAL</b>                 | \$0   | \$0  | 2.90  | 6.90                |

**SCHEDULE B**

**LEVIES OUTSIDE 10 MILL LIMITATION, EXCLUSIVE OF DEBT LEVIES**

| FUND  | Maximum Rate Authorized to Be Levied | Co. Fiscal Officer's Est. of Yield of Levy (Carry to Schedule A, Column II) |
|---|--------------------------------------|---|
| <b>GENERAL FUND:</b>  |                                      |   |
| Current Expense Levy authorized by voters on _____ for not to exceed _____ years.   | ,20                                  |   |
| Current Expense Levy authorized by voters on _____ for not to exceed _____ years.   | ,20                                  |   |
| <b>Total General Fund outside 10m. Limitation.</b>  |                                      |   |
| Park Fund: Levy authorized by voters on _____ for not to exceed _____ years.  | ,20                                  |   |
| Recreation Fund: Levy authorized by voters on _____ for not to exceed _____ years.  | ,20                                  |   |
| Fund: Levy authorized by voters on _____ for not to exceed _____ years.   |                                      |   |
| Fund: Levy authorized by voters on _____ for not to exceed _____ years.   | ,20                                  |   |
| Fund: Levy authorized by voters on _____ for not to exceed _____ years.   | ,20                                  |   |
| Fund: Levy authorized by voters on _____ for not to exceed _____ years.   | ,20                                  |   |
| <p><b>RES</b><br/> <b>Ord. No. 2014-173</b>      <b>Amended:</b> _____<br/> <b>1st Rdg.</b> _____      <b>Ref:</b> _____<br/> <b>2nd Rdg.</b> _____      <b>Ref:</b> _____<br/> <b>3rd Rdg.</b> _____      <b>Ref:</b> _____<br/> _____<br/> _____<br/> <b>Pub Hrg.</b> _____      <b>Ref:</b> _____<br/> <b>Adopted:</b> _____      <b>Defeated:</b> _____</p> |                                      |   |

and be it further  
**RESOLVED**, That the Clerk of this Council be and he is hereby directed to certify a copy of this  
Resolution to the Fiscal Officer of said County.

Mr. \_\_\_\_\_ DeMio \_\_\_\_\_ seconded the Resolution and the roll being called

upon its adoption the vote resulted as follows:

Mr. Carbone-yes; Mr. Schonhut-yes; Mr. DeMio-yes;

Mr. Southworth-yes; Mr. Daymut-yes;

Mr. Dooner-yes; Mr. Maloney-yes.

Adopted the 15th day of September , 2014

Attest:

\_\_\_\_\_  
Michael J. Daymut, President of Council

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

**CERTIFICATE OF COPY**  
ORIGINAL ON FILE

The State of Ohio, Cuyahoga County, ss.

I, Aimee Pientka, Clerk of the Council of the City  
of Strongsville within and for said County, and in whose custody of the Files  
and Records of said Council are required by the Laws of the State of Ohio to be kept, do hereby  
certify that the foregoing is taken and copied from the original Resolution No. 2014- 173

now on file, that the foregoing has been compared by me with said original document,  
and that the same is a true and correct copy thereof.

WITNESS my signature, this 16th day of September 2014

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

No. 2014- 173

Strongsville  
COUNCIL OF THE CITY OF

Strongsville  
Cuyahoga County, Ohio

RESOLUTION No. 2014  
ACCEPTING THE AMOUNTS AND RATES  
AS DETERMINED BY THE BUDGET  
COMMISSION AND AUTHORIZING THE  
NECESSARY TAX LEVIES AND CERTIFYING  
THEM TO THE COUNTY FISCAL OFFICER

(City Council)

Adopted September 15, 2014

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

Filed \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
County Fiscal Officer

By \_\_\_\_\_  
Deputy

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2014 – 174

By: Mayor Perciak and Mr. Dooner

**A RESOLUTION REQUESTING THE FISCAL OFFICER OF CUYAHOGA COUNTY TO ADVANCE FUNDS TO THE CITY OF STRONGSVILLE, OHIO, AND DECLARING AN EMERGENCY.**

WHEREAS, from time to time during the fiscal year 2015, before and subsequent to tax settlement dates, the City of Strongsville will require funds for the continuity of necessary services, where such funds are drawn from general operating funds; and

WHEREAS this Council respectfully requests the Fiscal Officer of this County to advance such funds when requested by the Director of Finance of this City and deduct such advances from funds due to the City, but not then distributed.

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

**Section 1.** That the Fiscal Officer of this County is respectfully requested to advance funds to the City of Strongsville upon request of the Director of Finance of this City, and that the amount of such advance or advances be charged to the City of Strongsville and deducted from funds due this City but not distributed.

**Section 2.** That the Clerk of the Council be and is hereby directed to send a certified copy of this Resolution to the Fiscal Officer of Cuyahoga County.

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

**Section 4.** That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City; and for the further reason that it is necessary to obtain in advance funds for the orderly payment of certain obligations of the City. Therefore, provided this Resolution receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

CITY OF STRONGSVILLE, OHIO  
RESOLUTION NO. 2014 – 174  
Page 2

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

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

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

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

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

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

*RES*  
ORD. No. 2014-174 Amended: \_\_\_\_\_  
1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2014 – 175

By: Mayor Perciak and Mr. Dooner

**A RESOLUTION REQUESTING THE FISCAL OFFICER OF CUYAHOGA COUNTY TO ADVANCE CERTAIN SPECIAL ASSESSMENTS TO THE CITY OF STRONGSVILLE, OHIO, AND DECLARING AN EMERGENCY.**

WHEREAS, from time to time during the fiscal year 2015, before and subsequent to tax settlement dates, the City of Strongsville will require special assessment funds for the continuity of necessary services, where such funds are drawn from special assessment funds; and

WHEREAS this Council respectfully requests the Fiscal Officer of this County to advance such special assessment funds for Nos. 101 (General Fund), 331 (General Bond Retirement Fund), 442 (General Capital Improvement Fund), and 551 (Sanitary Sewer Fund), when requested by the Director of Finance of this City and deduct such advances from special assessment funds due to the City, but not then distributed.

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

**Section 1.** That the Fiscal Officer of this County is respectfully requested to advance special assessment funds to the City of Strongsville upon request of the Director of Finance of this City, and that the amount of such advance or advances be charged to the City of Strongsville and deducted from special assessment funds due this City but not distributed.

**Section 2.** That the Clerk of the Council be and is hereby directed to send a certified copy of this Resolution to the Fiscal Officer of Cuyahoga County.

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

**Section 4.** That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City; and for the further reason that it is necessary to obtain in advance special assessment funds for the orderly payment of certain obligations of the City. Therefore, provided this Resolution receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its

CITY OF STRONGSVILLE, OHIO  
RESOLUTION NO. 2014 - 175  
Page 2

passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

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

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

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

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

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

*RES*  
ORD. No. 2014-175 Amended: \_\_\_\_\_  
1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – 176

By: Mayor Perciak and Mr. DeMio

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AMENDMENT TO THE AGREEMENT FOR PUBLIC SAFETY DISPATCH SERVICES BETWEEN THE CITY OF STRONGSVILLE AND THE CITY OF NORTH ROYALTON, IN CONNECTION WITH A REDUCTION IN FEES FOR THE CALENDAR YEAR 2015, AND DECLARING AN EMERGENCY.**

WHEREAS, through adoption of Ordinance No. 2014-012 on February 3, 2014, the Strongsville City Council authorized an Agreement with North Royalton for public safety dispatch services; and

WHEREAS, through adoption of Ordinance No. 14-14 on February 4, 2014, the North Royalton City Council likewise authorized an Agreement with Strongsville for such public safety dispatch services; and

WHEREAS, on February 11, 2014, Strongsville and Royalton entered into an *Agreement for Public Safety Dispatch Services*, in which Strongsville agreed 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 generally with regard to emergency and non-emergency incidents, and with communication support and services/systems directly related to the dispatch function, and subject to other specific terms and conditions contained therein; and

WHEREAS, at that time, Royalton agreed to certain terms and conditions in connection with payment to Strongsville for Strongsville's provision of such Dispatch Services; and

WHEREAS, based upon the first year of operations and in accordance with the provisions of said Agreement, it is now necessary to amend the provision relating to payment for Dispatch Services for the second year of operation commencing January 1, 2015; and

WHEREAS, North Royalton has agreed to such an amendment.

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

**CITY OF STRONGSVILLE, OHIO**  
**ORDINANCE NO. 2014 – 176**  
**Page 2**

**Section 1.** That the Mayor be and is hereby authorized and directed to enter into an Amendment to Agreement for Public Safety Dispatch Services between the City of Strongsville, Ohio and the City of North Royalton, Ohio, and providing for a reduction in the payment of fees to the City of Strongsville for dispatch services for the calendar year 2015, at a reduced rate of \$38,000.00 per month, for a total of \$456,000.00 for 2015, in accordance with the terms and conditions set forth in the proposed Amendment to Agreement attached hereto as Exhibit "A" and incorporated herein by reference, which in all respects is hereby approved.

**Section 2.** 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 3.** That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

**Section 4.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to enter into the Amendment to Agreement to provide for proper and fair compensation to the City for dispatch services, to act in accordance with the terms and conditions of the Agreement, and conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

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

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

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

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

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

ORD. No. 2014-176 Amended: \_\_\_\_\_  
 1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

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

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

**THIS AMENDMENT TO AGREEMENT** made at Strongsville, Ohio, this \_\_\_ day of \_\_\_\_\_, 2014, by and between the **CITY OF STRONGSVILLE**, Ohio, hereinafter designated as "Strongsville", and the **CITY OF NORTH ROYALTON**, Ohio, hereinafter designated as "Royalton".

**WITNESSETH:**

WHEREAS, through adoption of Ordinance No. 2014-012 on February 3, 2014, the Strongsville City Council authorized an Agreement with North Royalton for public safety services; and

WHEREAS, through adoption of Ordinance No. 14-14 on February 4, 2014, the North Royalton City Council likewise authorized an Agreement with Strongsville for such public safety services; and

WHEREAS, on February 11, 2014, Strongsville and Royalton entered into an *Agreement for Public Safety Dispatch Services*, in which Strongsville agreed 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, and subject to other specific terms and conditions contained therein; and

WHEREAS, at that time, Royalton agreed to certain terms and conditions in connection with payment to Strongsville for Strongsville's provision of such Dispatch Services; and

WHEREAS, based upon the first year of operations and in accordance with provisions of said Agreement, it is now necessary to amend the provision relating to payment for Dispatch Services;

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants set forth in the Agreement and herein, it is agreed as follows:

1. Article I(E) of the Agreement be and is hereby amended to read in part as follows:

\* \* \*

"E. Payment for Dispatch Services: Royalton, in consideration of the provision of the Dispatch Services outlined herein, agrees to pay Strongsville the amount of Forty Thousand Dollars (\$40,000.00) per month by the first (1<sup>st</sup>) 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. **For the second year of operation, namely January 1, 2015 through December 31, 2015, Royalton will pay Strongsville at a reduced rate of Thirty-eight Thousand Dollars (\$38,000.00) per month by the first (1<sup>st</sup>) of each month for Dispatch Services provided in that month, for a total of Four Hundred Fifty-Six Thousand Dollars (\$456,000.00) for such second year of operation.**

\* \* \*

2. This Amendment to Agreement amends, modifies and supplements the Agreement only as specifically set forth herein. All rights and obligations of Strongsville and Royalton under the Agreement and all other provisions not specifically amended herein remain unmodified and in full force and effect.

3. This Amendment to Agreement shall be binding upon Strongsville and Royalton and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Agreement the day and year first above written.

Signed in the presence of:

**CITY OF NORTH ROYALTON**  
**("Royalton")**

\_\_\_\_\_

By: \_\_\_\_\_  
Robert A. Stefanik, Mayor

**CITY OF STRONGSVILLE**  
**("Strongsville")**

\_\_\_\_\_

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

### **CERTIFICATE OF FINANCE DIRECTOR**

I hereby certify that the amount of money required to meet the expenditures called for by this Amendment to Agreement is in the treasury, to the credit of the fund for which it is to be drawn, or in the process of collection, and not appropriated for any other purpose.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Finance Director, City of North Royalton

**CERTIFICATE OF LAW DIRECTOR FOR THE  
CITY OF NORTH ROYALTON**

I have hereby reviewed and approved the form of the foregoing Amendment to Agreement this \_\_\_ day of \_\_\_\_\_, 2014.

---

Thomas A. Kelly, Law Director

**CERTIFICATE OF LAW DIRECTOR FOR THE  
CITY OF STRONGSVILLE**

I have hereby reviewed and approved the form of the foregoing Amendment to Agreement this \_\_\_ day of \_\_\_\_\_, 2014.

---

Kenneth A. Kraus, Law Director

**CITY OF STRONGSVILLE, OHIO**

**ORDINANCE NO. 2014 – 177**

**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  
OLMSTED FALLS, 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, the cities of Strongsville (“Strongsville”) and Olmsted Falls (“Olmsted”) are both charter municipalities with constitutionally-granted home rule powers; and

WHEREAS, Olmsted 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, in February, 2014, Strongsville entered into a similar arrangement with the City of North Royalton for consolidated dispatch services through adoption of Ordinance No. 2014-012; and

WHEREAS, it is now the desire of Strongsville and Olmsted to provide for public safety dispatch services at Strongsville’s consolidated Dispatch Center located currently at 13213 Pearl Road, 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 Olmsted Falls 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; and

WHEREAS, the Olmsted Falls City Council has duly passed on September 9, 2014, an Ordinance (No. 99-2014), authorizing this Agreement with Strongsville for purchase of such public safety services.

CITY OF STRONGSVILLE, OHIO  
ORDINANCE NO. 2014 – 177  
Page 2

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 Olmsted Falls to provide certain Dispatch Services to Olmsted, based upon various terms and conditions reflected in an "Agreement for Public Safety Dispatch Services between the City of Strongsville, Ohio and the City of Olmsted Falls, 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 Finance, 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, and from any federal, state or county grant funding which may become available for this purpose.

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

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

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

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

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

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

CITY OF STRONGSVILLE, OHIO  
ORDINANCE NO. 2014 – 177  
Page 3

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

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

ORD. No. 2014-177 Amended: \_\_\_\_\_  
1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

**AGREEMENT FOR PUBLIC SAFETY DISPATCH SERVICES**  
**BETWEEN THE CITY OF STRONGSVILLE, OHIO AND**  
**THE CITY OF OLMSTED FALLS , 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 OLMSTED FALLS, OHIO** (“Falls”), an Ohio Municipal Corporation, with principal offices located at 26100 Bagley Road, Olmsted Falls, Ohio 44138.

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 Olmsted Falls are both charter municipalities with constitutionally-granted home rule powers; and

WHEREAS, Olmsted Falls 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 Olmsted Falls for public safety services; and

WHEREAS, the Olmsted Falls 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 Falls to provide for public safety services in accordance with the terms and conditions set forth herein.

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

**ARTICLE I – PUBLIC SAFETY DISPATCH SERVICES**

A. Dispatch Services: Strongsville, through its dispatch center located at the City’s Communications Center at 13213 Pearl Road, Strongsville, Ohio, (“Dispatch Center”), agrees to dispatch Falls Police Department and Fire Department calls, on a twenty-four (24) hour basis, to authorized personnel of the Falls Police Department and the Falls 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 Falls police, fire, EMS and service resources on emergency and non-

emergency incidents, tracking and documenting the activity of Strongsville personnel providing dispatch services to Falls 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 Falls shall be equivalent to those Dispatch Services that are provided to the City of Strongsville, and any and all other communities served by Strongsville Dispatch.

B. Dispatch Services Equipment: Strongsville shall furnish all equipment necessary to provide the Dispatch Services to Falls, 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 Falls shall be provided thirty (30) days prior to implementation.

Falls 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. Falls 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.

Falls 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 Falls and other communities. Falls and Strongsville agree to negotiate, in good faith, their respective responsibility for any such costs for the benefit of Falls that are not reimbursed by grants.

Falls shall be solely responsible to individually pay for its own user fees for all ancillary subscription services, including but not limited to LEADS, CAD, RMS, MDC airtime, public notification, reverse 911 system, and staff call-in systems.

C. Certain Support Services: Strongsville shall further provide Falls with data entry and/or related clerical services, specifically limited to those necessary to comply with applicable LEADS requirements. Strongsville also agrees to provide prisoner booking and housing services subject to applicable daily fees, capacity limitations, and other routine terms and conditions which are reflected in the Strongsville Police Department's normal Agreement for Prisoner Housing, a copy of which is attached hereto and incorporated herein.

D. Personnel: Strongsville shall provide all personnel necessary to provide Dispatch Services to Falls. 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 either full-time or part-time bargaining unit positions. Thereafter, during the term of this Agreement, Strongsville will have the sole right within its discretion to hire and employ additional full-time dispatchers through the Civil Service process, as well as additional part-time dispatchers independent of the Civil Service process.

All dispatchers who are hired will become employees of the City of Strongsville. Subject to legal provisions and waiver of civil service requirements, preference for initial positions will be offered to applicants who are currently full-time or part-time public safety dispatchers in Falls, 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 Falls prior to their date of hire by the City of Strongsville. Falls 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 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 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) Falls shall be solely responsible for any necessary training of dispatchers under their current employment who are anticipated to become employees of the City of Strongsville. Once they become employees of the City of Strongsville, the required certifications and training of such new personnel shall be the sole responsibility and expense of the City of Strongsville. Notwithstanding the foregoing, Falls dispatchers hired by Strongsville will not be required to have all training completed prior to hire by Strongsville, recognizing that such circumstance is likely to result in a delay of dispatch services to the Falls.

Falls 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 Falls, which should be accomplished prior to any employees being hired. Evidence of such de-certification, if any, will be provided to Strongsville. Falls 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.

E. Operating Procedures/Operations: Control of operating procedures and operations for the dispatch center shall generally rest within the sole discretion of Strongsville. However, Strongsville agrees to undertake consultations in advance with the Falls 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 Falls or the other various individual contracting communities. Notwithstanding the above, the parties will utilize best efforts to seek maximum participation by all communities in the process of determining future procedures and policies for dispatch center operations.

F. Payment for Dispatch Services: Falls, in consideration of the provision of the Dispatch Services outlined herein, agrees to pay Strongsville for the first year of the contract, the amount of Twenty Thousand Dollars (\$20,000.00) per month by the first (1<sup>st</sup>) of each month for Dispatch Services provided in that month, for a total annual fee of Two Hundred Forty Thousand Dollars (\$240,000.00) through December 31, 2015. For the second year of the contract, payment shall be as computed in this Section F, but in no event shall it exceed the sum of Twenty Thousand Dollars (\$20,000.00) per month.

The parties agree to meet directly and/or through the Advisory Board by July 31<sup>st</sup> 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 Falls increases to a point that additional staffing becomes necessary, the City of Strongsville may within its sole discretion, but after consultation with the Falls, increase monthly fees, and if announced by October 1<sup>st</sup> 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 Falls. Strongsville shall notify Falls, 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.

G. 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 Falls. In this regard, Strongsville shall have no liability or responsibility for the actions, errors, omissions or negligence of the Falls Police or Fire safety forces or service personnel in responding to any dispatch calls taken through the Dispatch Center. And Falls 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 January 1, 2015 or as soon thereafter, utilizing best efforts, 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 Falls 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 two (2) years, 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 intends to seek, and has requested of Falls, the transfer of an Assistance to Firefighters Grant Program grant award from FEMA (U.S. Department of Homeland Security) originally directed to and held by the City of Olmsted Falls, to, among other things, support and reimburse Strongsville for its substantial costs already expended for establishment and build-out of the within combined dispatch center for such things as hardware, physical equipment, consoles and systems. However, to the extent possible, it is further intended that such grant would be available for future reimbursement of expenditures made by individual dispatch-participant communities for purchase of equipment which becomes assets of that particular community and are necessary for them to receive the Dispatch Services consistent with Article I Section B of this Agreement. To more readily facilitate and implement the above, Strongsville will seek FEMA’s modification of the designated location to the Pearl Road address for the Dispatch Center, the transfer to Strongsville as grant administrator for the grant, and the transfer to Strongsville as grantee or fiscal officer for the grant. Therefore, Falls agrees to fully cooperate and do whatever is reasonably necessary, and execute whatever documents are required in order to facilitate transfer of the grant to the City of Strongsville and its designation as grant recipient, including but not limited to grantee or fiscal officer, and grant administrator.

While the Falls will cooperate in best efforts to transfer the Grant and for Strongsville to obtain reimbursement for various Dispatch Center expenses, the Falls is not guaranteeing either, and will not be directly responsible for such costs irrespective of grant funding. Likewise, Strongsville makes no guarantees that the Falls will receive funds under the FEMA grant.

Furthermore if for whatever reason FEMA is unable at this point to transfer “grantee status” for the grant from Olmsted Falls to Strongsville, then in such event Olmsted Falls commits to:

- A. Promptly process application(s) for grant funding under the grant for which Strongsville would be eligible (through the Falls); and
- B. Promptly within ten (10) business days of its receipt, remit and forward to Strongsville any grant funds drawn from FEMA by the Falls on account of eligible expenditures already made or to be made by Strongsville in connection with the Consolidated Dispatch Center.

Further procedures between and among the participating communities will be established and implemented through the various fiscal officers to reasonably ensure that:

- A. Any participating community which seeks to purchase equipment required under this agreement, will be fully and directly responsible to fund such purchase subject to whatever reimbursement is ultimately awarded under the grant.
- B. If for some reason matching funds from Cuyahoga County do not become available, then in such event, the required twenty percent (20%) matching funds will be provided by the participant(s) which directly benefits from receipt of the grant funds, only in connection with and for purchase of equipment which becomes an asset of such participating community.
- C. Grant funds are promptly paid over within ten (10) business days to the participant(s) which has applied for them and which is entitled to receive the funds.
- D. Specific procedures are created for implementing the grant, including drawing upon and use of the grant funds.
- E. Specific procedures are adopted for such things as identification of a specific time line within which distribution of the grant funds would need to be made by the fiscal officer to the other participating communities.
- F. Any required municipal legislation is adopted by the participating communities in order to authorize the above.

#### **ARTICLE IV – CUYAHOGA COUNTY SHARED SERVICES FUND**

Strongsville also is likely to file an application and seek funding from Cuyahoga County through its Shared Services Fund in order to obtain funding for various aspects of the combined dispatch center, including those not eligible for funding under the FEMA grant, and/or dispatch or communication function, including purchase of equipment beneficial to those communities which receive the dispatch services. In such event, Falls agrees to fully cooperate and do whatever is reasonably necessary on its part to facilitate the application for and processing/implementation of such funding which will benefit some or all communities that are part of the combined dispatch center, including but not limited to Falls, Royalton, Strongsville and any others participating in the shared services. However, if Cuyahoga County for some reason should fail to provide all funding which has been requested, then in such event, the City

of Strongsville will have no further individual obligations arising from this Article, beyond the other terms and conditions of this Agreement.

In the event that funding from Cuyahoga County Shared Services is granted, the parties agree to establish procedures for implementation and prioritization of such funding similar to those set forth above in Article III.

#### **ARTICLE V – 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 Falls to obtain access to its recordings of radio and telephone traffic.

#### **ARTICLE VI – 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](mailto: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](mailto:strongsville.law@strongsville.org)

##### **Olmsted Falls:**

Contact Name: Mayor Ann Marie Donegan  
Address: 26100 Bagley Road, Olmsted Falls, OH 44138  
Telephone: 440-235-5550  
e-mail: [mayor@olmstedfalls.org](mailto:mayor@olmstedfalls.org)

##### *With a copy to:*

Contact Name: Law Director  
Address: 26100 Bagley Road, Olmsted Falls, OH 44138  
Telephone: 440-235-5550

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 VII – CERTIFICATION OF FUNDS

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

Falls, in accordance with Ohio Revised Code Section 5705.41, will initially certify this Agreement for Two Hundred Forty Thousand Dollars (\$240,000.00) 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 Falls; 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 termination of this Agreement upon thirty (30) days written notice and demand.

## ARTICLE VIII – MISCELLANEOUS PROVISIONS

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

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

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

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

E. Choice of Law/Forum: This Agreement shall be deemed made and entered into in the State of Ohio and shall be governed by and construed in accordance with the law of Ohio. Any controversy or claim related directly or indirectly to this Agreement will be resolved in the appropriate court in Cuyahoga County, Ohio.

F. Severability: If any provision of this Agreement, or any covenant, obligation or agreement contained here is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if such invalid or unenforceable

provision were not contained herein. Such invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement, shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

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

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

**CITY OF OLMSTED FALLS (“FALLS”)**

**CITY OF STRONGSVILLE  
 (“STRONGSVILLE”)**

\_\_\_\_\_  
Mayor Ann Marie Donegan  
City of Olmsted Falls

\_\_\_\_\_  
Mayor Thomas P. Perciak  
City of Strongsville

*Approved as to form:*

*Approved as to form:*

\_\_\_\_\_  
City of Olmsted Falls Law Department  
Gregory M. Sponseller, Law Director  
26100 Bagley Road  
Olmsted Falls, OH 44138

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

**INITIAL CERTIFICATION OF AVAILABLE FUNDS**

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Finance Director, City of Olmsted Falls



**STRONGSVILLE POLICE DEPARTMENT**

18688 Royalton Road  
Strongsville, Ohio 44136



**AGREEMENT FOR PRISONER HOUSING SERVICES BETWEEN  
THE CITY OF STRONGSVILLE AND \_\_\_\_\_**

The undersigned representative of the Department or Agency (user) below requests the use of the Strongsville Police Department Jail Facility for persons to be incarcerated by the aforesaid department or agency.

**USER:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_

**AGENCY TYPE:** Municipal \_\_\_\_ County \_\_\_\_ State \_\_\_\_ Federal \_\_\_\_

**SCO 250.10** The fees to be charged to the law enforcement agencies of other jurisdictions for the use of the Municipal City of Strongsville Police Department facilities shall be as follows:

- (1) For persons incarcerated in the Municipal jail facilities, eighty dollars (**\$80.00**) per day or any part of a day, except for Cuyahoga County sentenced prisoners, wherein the charge is Fifty-Five Dollars (**\$55.00**) per day or any part of a day;
- (2) For use of the breathalyzer test facilities, twenty dollars (**\$20.00**) per test;
- (3) For the use of the recording equipment in conjunction with the breathalyzer test, the additional sum of fifteen dollars (**\$15.00**) per test;
- (4) For use of the video arraignment equipment in conjunction with an arraignment, the additional sum of twenty dollars (**\$20.00**) per arraignment; and
- (5) For use of recording equipment in conjunction with the interview room, the additional sum of Twenty Dollars (**\$20.00**) per interview recording.

**THE CITY OF STRONGSVILLE HAS THE RIGHT TO REFUSE ANY INMATE AND TO REQUIRE THE USER AT ANY TIME TO REMOVE ANY INMATE FROM THE FACILITY FOR ANY REASON, INCLUDING BUT NOT LIMITED TO LACK OF AVAILABILITY OF SPACE.**

**THE USER AGREES TO AND/OR WILL:**

- 1. Assume responsibility for prompt payment of charges as specified in this Agreement directly to the City of Strongsville as billed.
- 2. Assume responsibility and promptly reimburse the City for any advances for all medical care and/or other extraordinary costs or services that may arise, including but not limited to transportation to/from hospitals or other facilities, as well as guarding prisoners at hospitals or other facilities. "Medical care" includes but is not



## STRONGSVILLE POLICE DEPARTMENT

18688 Royalton Road  
Strongsville, Ohio 44136



(User Responsibilities Continued)

limited to physicians' charges and expenses for any medical, surgical, dental or mental health services and medicines and surgical operations.

3. Assume responsibility for filling all prescriptions for prisoners, picking up these prescriptions, delivering these prescriptions to the Jail without delay, and handling the payment for these prescriptions directly with that pharmacy.
4. Assume responsibility and ensure that all appropriate and necessary legal documents are served on those persons incarcerated by the user without delay.
5. Assume responsibility for the transportation and appearance of prisoners at all court/legal proceedings, and transportation of prisoners to other agencies due to outstanding warrants.
6. Assume responsibility for providing Strongsville Jail staff sufficient information as may be required to ensure the proper completion of all necessary prisoner documentation, booking, processing, housing, and release.
7. Assume responsibility to deliver all appropriate and necessary legal documents and correspondences from the Court of venue, including bond information and commitment orders, to the Strongsville Jail without delay.
8. Assume responsibility for all prisoner property, other than cash and authorized medications, as the Strongsville Jail will not inventory, store, or dispose of personal property for any prisoner from any user agency.

### THE CITY OF STRONGSVILLE AGREES TO AND/OR WILL:

1. Perform Strongsville Jail required booking functions, processing, and release.
2. Ensure the proper housing of persons incarcerated for the user in accordance with applicable legal requirements.
3. Ensure the proper feeding of persons incarcerated. Special dietary requirements may come under the extraordinary cost/service provision previously stated.
4. Provide and complete (with information provided by the user) the necessary and appropriate forms for reception, booking and release.
5. Provide emergency care to include emergency transportation to a hospital or medical facility as determined by the Strongsville Fire Department at the user's sole cost.
6. Assume responsibility for the timely release of inmates as provided by law.
7. May change the charges within its sole discretion upon thirty (30) days advance written notice.

This Agreement supersedes any previous agreement between the parties concerning this subject matter, and shall be effective upon authorized execution by both parties. It shall continue and be automatically renewed for successive twelve (12) month periods from year to year. Either party may cancel this contract with a thirty (30) day written notice at any time.



**STRONGSVILLE POLICE DEPARTMENT**

18688 Royalton Road  
Strongsville, Ohio 44136



**USER:**

**BY:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

Date: \_\_\_ / \_\_\_ / \_\_\_

**THE CITY OF STRONGSVILLE:**

**BY:** \_\_\_\_\_ James D. Kobak, Chief of Police

Date: \_\_\_ / \_\_\_ / \_\_\_

**APPROVED BY:** \_\_\_\_\_ Thomas P. Perciak, Mayor

User will be provided a copy of this Agreement upon acceptance.

**CITY OF STRONGSVILLE, OHIO**

**ORDINANCE NO. 2014 – 178**

**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  
BEREA, 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, the cities of Strongsville and Berea are both charter municipalities with constitutionally-granted home rule powers; and

WHEREAS, Berea 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, in February, 2014, Strongsville entered into a similar arrangement with the City of North Royalton for consolidated dispatch services through adoption of Ordinance No. 2014-012; and

WHEREAS, on September 9, 2014, the City of Olmsted Falls authorized its Mayor to enter into an agreement with Strongsville for such consolidated dispatch services through adoption of their Ordinance No. 99-2014, and which Agreement has been submitted to this Council for its approval; and

WHEREAS, it is now the desire of Strongsville and Berea to provide for public safety dispatch services at Strongsville's consolidated Dispatch Center located currently at 13213 Pearl Road, 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 Berea 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; and

**CITY OF STRONGSVILLE, OHIO**

**ORDINANCE NO. 2014 – 178**

**Page 2**

WHEREAS, the Berea City Council has duly passed on \_\_\_\_\_, an Ordinance (No. \_\_\_\_\_), authorizing this Agreement with Strongsville for purchase of such public safety services.

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 Berea to provide certain Dispatch Services to Berea, based upon various terms and conditions reflected in an "Agreement for Public Safety Dispatch Services between the City of Strongsville, Ohio and the City of Berea, 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 Finance, 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, and from any federal, state or county grant funding which may become available for this purpose.

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

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

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

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

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

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

CITY OF STRONGSVILLE, OHIO  
ORDINANCE NO. 2014 - 178  
Page 3

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

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

ORD. No. 2014-178 Amended: \_\_\_\_\_  
1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

**AGREEMENT FOR PUBLIC SAFETY DISPATCH SERVICES**  
**BETWEEN THE CITY OF STRONGSVILLE, OHIO AND**  
**THE CITY OF BEREA, 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 BEREA, OHIO** ("Berea"), an Ohio Municipal Corporation, with principal offices located at 11 Berea Commons, Berea, Ohio 44017.

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 Berea are both charter municipalities with constitutionally-granted home rule powers; and

WHEREAS, Berea 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 Berea for public safety services; and

WHEREAS, the Berea 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 Berea to provide for public safety services in accordance with the terms and conditions set forth herein.

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

**ARTICLE I – PUBLIC SAFETY DISPATCH SERVICES**

A. Dispatch Services: Strongsville, through its dispatch center located at the City's Communications Center at 13213 Pearl Road, Strongsville, Ohio, ("Dispatch Center"), agrees to dispatch Berea Police Department and Fire Department calls, on a twenty-four (24) hour basis, to authorized personnel of the Berea Police Department and the Berea 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 Berea police, fire, EMS and service resources on emergency and non-emergency incidents, tracking and documenting the activity of Strongsville personnel providing

*Ex 1*

dispatch services to Berea 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 Berea shall be equivalent to those Dispatch Services that are provided to the City of Strongsville, and any and all other communities served by Strongsville Dispatch.

B. Dispatch Services Equipment: Strongsville shall furnish all equipment necessary to provide the Dispatch Services to Berea, 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 Berea shall be provided thirty (30) days prior to implementation; with payment to be governed by Article I(F) hereafter.

Berea 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. Berea 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.

Berea 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 Berea and other communities. Berea and Strongsville agree to negotiate, in good faith, their respective responsibility for any such costs for the benefit of Berea that are not reimbursed by grants.

Berea shall be solely responsible to individually pay for its own user fees for all ancillary subscription services, including but not limited to LEADS, CAD, RMS, MDC airtime, public notification, reverse 911 system, Code Red Alert System, and staff call-in systems.

C. Certain Support Services: Strongsville shall further provide Berea with data entry and/or related clerical services, specifically limited to those necessary to comply with applicable LEADS requirements. Strongsville also agrees to provide prisoner booking and housing services subject to applicable daily fees, capacity limitations, and other routine terms and conditions which are reflected in the Strongsville Police Department's normal Agreement for Prisoner Housing, a copy of which is attached hereto and incorporated herein.

D. Personnel: Strongsville shall provide all personnel necessary to provide Dispatch Services to Berea. 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 either full-time or part-time bargaining unit positions. Thereafter, during the term of this Agreement, Strongsville will have the sole right within its discretion to hire and employ additional full-time dispatchers through the Civil Service process, as well as additional part-time dispatchers independent of the Civil Service process.

All dispatchers who are hired will become employees of the City of Strongsville. Subject to legal provisions and waiver of civil service requirements, preference for initial positions will be offered to applicants who are currently full-time or part-time public safety dispatchers in Berea, 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 Berea prior to their date of hire by the City of Strongsville. Berea 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 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 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) Berea shall be solely responsible for any necessary training of dispatchers under their current employment who are anticipated to become employees of the City of Strongsville. Once they become employees of the City of Strongsville, the required certifications and training of such new personnel shall be the sole responsibility and expense of the City of Strongsville.

Berea 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 Berea, which should be accomplished prior to any employees being hired. Evidence of such de-certification, if any, will be provided to Strongsville. Berea 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.

E. Operating Procedures/Operations: Control of operating procedures and operations for the dispatch center shall generally rest within the sole discretion of Strongsville. However, Strongsville agrees to undertake consultations in advance with the Berea 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 Berea or the other various individual contracting communities. Notwithstanding the above, the parties will utilize best efforts to seek maximum participation by all communities in the process of determining future procedures and policies for dispatch center operations.

F. Payment for Dispatch Services: Berea, in consideration of the provision of the Dispatch Services outlined herein, agrees to pay Strongsville the amount of Twenty-Five Thousand Dollars (\$25,000.00) per month by the first (1<sup>st</sup>) of each month for Dispatch Services provided in that month, for a total annual fee of Three Hundred Thousand Dollars (\$300,000.00) through December 31, 2015.

The parties agree to meet directly and/or through the Advisory Board by July 31<sup>st</sup> 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 Berea increases to a point that additional staffing becomes necessary, the City of Strongsville may within its sole discretion, but after consultation with Berea, increase monthly fees, and if announced by October 1<sup>st</sup> 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 Berea. Strongsville shall notify Berea, 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.

G. 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 Berea. In this regard, Strongsville shall have no

liability or responsibility for the actions, errors, omissions or negligence of the Berea Police or Fire safety forces or service personnel in responding to any dispatch calls taken through the Dispatch Center. And Berea 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 January 1, 2015 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 Berea 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 intends to seek, and has requested, the transfer of an Assistance to Firefighters Grant Program grant award from FEMA (U.S. Department of Homeland Security) originally directed to and held by the City of Olmsted Falls, to, among other things, support and reimburse Strongsville for its substantial costs already expended for establishment and build-out of the within combined dispatch center for such things as hardware, physical equipment, consoles and systems. However, to the extent possible, it is further intended that such grant would be available for future reimbursement of expenditures made by individual dispatch-participant communities for purchases of items of equipment which become assets of that particular community and are necessary for them to receive the Dispatch Services consistent with Article I Section B of this Agreement, provided such communities pay the required matching funds correlating to such grants if the County fails to provide sufficient matching funds. To more readily facilitate and implement the above, Strongsville will seek FEMA’s modification of the designated location to the Pearl Road address for the Dispatch Center, the transfer to Strongsville as grant administrator for the grant, and the transfer to Strongsville as grantee or fiscal officer for the grant. Therefore, to the extent applicable, Berea agrees to fully cooperate and do whatever is reasonably necessary, and execute whatever documents are required in order to facilitate transfer of the grant to the City of Strongsville and its designation as grant recipient.

## **ARTICLE IV – CUYAHOGA COUNTY SHARED SERVICES FUND**

Strongsville also is likely to file an application and seek funding from Cuyahoga County through its Shared Services Fund in order to obtain funding for various aspects of the combined dispatch center, including those not eligible for funding under the FEMA grant, and/or dispatch or communication function, including purchase of equipment beneficial to those communities which receive the dispatch services. In such event, Berea agrees to fully cooperate and do whatever is reasonably necessary on its part to facilitate the application for and processing/implementation of such funding which will benefit some or all communities that are part of the combined dispatch center, including but not limited to Berea, Royalton, Strongsville and any others participating in the shared services. However, if Cuyahoga County for some reason should fail to provide all funding which has been requested, then in such event, the City

of Strongsville will have no further individual obligations arising from this Article, beyond the other terms and conditions of this Agreement.

In the event that funding from Cuyahoga County Shared Services is granted, Berea and the parties agree to establish procedures for implementation and prioritization of such funding.

#### ARTICLE V – 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 Berea to obtain access to its recordings of radio and telephone traffic.

#### ARTICLE VI – 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](mailto: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](mailto:strongsville.law@strongsville.org)

##### **Berea:**

Contact Name: Mayor Cyril Kleem  
Address: Berea City Hall, 11 Berea Commons, Berea, OH 44017  
Telephone: 440-826-5820  
e-mail: [ckleem@cityofberea.org](mailto:ckleem@cityofberea.org)

##### *With a copy to:*

Contact Name: James Walters, Law Director  
Address: Berea City Hall, 11 Berea Commons, Berea, OH 44017  
Telephone: 440-826-5831  
e-mail: [jwalters@cityofberea.org](mailto:jwalters@cityofberea.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 VII – CERTIFICATION OF FUNDS

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

Berea, in accordance with Ohio Revised Code Section 5705.41, will initially certify this Agreement for Three Hundred Thousand Dollars (\$300,000.00) 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 Berea; 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 VIII – MISCELLANEOUS PROVISIONS

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

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

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

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

E. Choice of Law/Forum: This Agreement shall be deemed made and entered into in the State of Ohio and shall be governed by and construed in accordance with the law of Ohio. Any controversy or claim related directly or indirectly to this Agreement will be resolved in the appropriate court in Cuyahoga County, Ohio.

F. Severability: If any provision of this Agreement, or any covenant, obligation or agreement contained here is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if such invalid or unenforceable

provision were not contained herein. Such invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement, shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

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

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

**CITY OF BEREA (“BEREA”)**

**CITY OF STRONGSVILLE (“STRONGSVILLE”)**

\_\_\_\_\_  
Mayor Cyril Kleem  
City of Berea

\_\_\_\_\_  
Mayor Thomas P. Perciak  
City of Strongsville

*Approved as to form:*

*Approved as to form:*

\_\_\_\_\_  
City of Berea Law Department  
James Walters, Law Director  
Berea City Hall, 11 Berea Commons,  
Berea, OH 44017  
440-826-5831

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

**INITIAL CERTIFICATION OF AVAILABLE FUNDS**

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Finance Director, City of Berea, Ohio



# STRONGSVILLE POLICE DEPARTMENT

18688 Royalton Road  
Strongsville, Ohio 44136



## AGREEMENT FOR PRISONER HOUSING SERVICES BETWEEN THE CITY OF STRONGSVILLE AND \_\_\_\_\_

The undersigned representative of the Department or Agency (user) below requests the use of the Strongsville Police Department Jail Facility for persons to be incarcerated by the aforesaid department or agency.

USER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_

PHONE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

AGENCY TYPE: Municipal \_\_\_ County \_\_\_ State \_\_\_ Federal \_\_\_

**SCO 250.10 The fees to be charged to the law enforcement agencies of other jurisdictions for the use of the Municipal City of Strongsville Police Department facilities shall be as follows:**

- (1) For persons incarcerated in the Municipal jail facilities, eighty dollars (**\$80.00**) per day or any part of a day, except for Cuyahoga County sentenced prisoners, wherein the charge is Fifty-Five Dollars (**\$55.00**) per day or any part of a day;
- (2) For use of the breathalyzer test facilities, twenty dollars (**\$20.00**) per test;
- (3) For the use of the recording equipment in conjunction with the breathalyzer test, the additional sum of fifteen dollars (**\$15.00**) per test;
- (4) For use of the video arraignment equipment in conjunction with an arraignment, the additional sum of twenty dollars (**\$20.00**) per arraignment; and
- (5) For use of recording equipment in conjunction with the interview room, the additional sum of Twenty Dollars (**\$20.00**) per interview recording.

**THE CITY OF STRONGSVILLE HAS THE RIGHT TO REFUSE ANY INMATE AND TO REQUIRE THE USER AT ANY TIME TO REMOVE ANY INMATE FROM THE FACILITY FOR ANY REASON, INCLUDING BUT NOT LIMITED TO LACK OF AVAILABILITY OF SPACE.**

### THE USER AGREES TO AND/OR WILL:

- 1. Assume responsibility for prompt payment of charges as specified in this Agreement directly to the City of Strongsville as billed.
- 2. Assume responsibility and promptly reimburse the City for any advances for all medical care and/or other extraordinary costs or services that may arise, including but not limited to transportation to/from hospitals or other facilities, as well as guarding prisoners at hospitals or other facilities. "Medical care" includes but is not



## **STRONGSVILLE POLICE DEPARTMENT**

18688 Royalton Road  
Strongsville, Ohio 44136



(User Responsibilities Continued)

limited to physicians' charges and expenses for any medical, surgical, dental or mental health services and medicines and surgical operations.

3. Assume responsibility for filling all prescriptions for prisoners, picking up these prescriptions, delivering these prescriptions to the Jail without delay, and handling the payment for these prescriptions directly with that pharmacy.
4. Assume responsibility and ensure that all appropriate and necessary legal documents are served on those persons incarcerated by the user without delay.
5. Assume responsibility for the transportation and appearance of prisoners at all court/legal proceedings, and transportation of prisoners to other agencies due to outstanding warrants.
6. Assume responsibility for providing Strongsville Jail staff sufficient information as may be required to ensure the proper completion of all necessary prisoner documentation, booking, processing, housing, and release.
7. Assume responsibility to deliver all appropriate and necessary legal documents and correspondences from the Court of venue, including bond information and commitment orders, to the Strongsville Jail without delay.
8. Assume responsibility for all prisoner property, other than cash and authorized medications, as the Strongsville Jail will not inventory, store, or dispose of personal property for any prisoner from any user agency.

### **THE CITY OF STRONGSVILLE AGREES TO AND/OR WILL:**

1. Perform Strongsville Jail required booking functions, processing, and release.
2. Ensure the proper housing of persons incarcerated for the user in accordance with applicable legal requirements.
3. Ensure the proper feeding of persons incarcerated. Special dietary requirements may come under the extraordinary cost/service provision previously stated.
4. Provide and complete (with information provided by the user) the necessary and appropriate forms for reception, booking and release.
5. Provide emergency care to include emergency transportation to a hospital or medical facility as determined by the Strongsville Fire Department at the user's sole cost.
6. Assume responsibility for the timely release of inmates as provided by law.
7. May change the charges within its sole discretion upon thirty (30) days advance written notice.

This Agreement supersedes any previous agreement between the parties concerning this subject matter, and shall be effective upon authorized execution by both parties. It shall continue and be automatically renewed for successive twelve (12) month periods from year to year. Either party may cancel this contract with a thirty (30) day written notice at any time.



**STRONGSVILLE POLICE DEPARTMENT**  
18688 Royalton Road  
Strongsville, Ohio 44136



**USER:**

**BY:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

Date: \_\_\_ / \_\_\_ / \_\_\_

**THE CITY OF STRONGSVILLE:**

**BY:** \_\_\_\_\_ James D. Kobak, Chief of Police

Date: \_\_\_ / \_\_\_ / \_\_\_

**APPROVED BY:** \_\_\_\_\_ Thomas P. Perciak, Mayor

User will be provided a copy of this Agreement upon acceptance.

**CITY OF STRONGSVILLE, OHIO**

**ORDINANCE NO. 2014 – 179**

**By: Mayor Perciak and All Members of Council**

**AN ORDINANCE RATIFYING, APPROVING AND AUTHORIZING THE CITY TO PARTICIPATE WITH THE CITY OF OLMSTED FALLS IN REQUESTING VARIOUS MODIFICATIONS TO A U.S. DEPARTMENT OF HOMELAND SECURITY (DHS), FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) GRANT AWARDED TO THE FALLS IN CONNECTION WITH A CONSOLIDATED PUBLIC SAFETY DISPATCH PROJECT; AUTHORIZING THE CITY TO SEEK CERTAIN REIMBURSEMENTS UNDER THE GRANT FOR ELIGIBLE EXPENSES AS A SUB-GRANTEE FROM FEMA THROUGH OLMSTED FALLS; AND DECLARING AN EMERGENCY.**

WHEREAS, on or about May 14, 2013, the City of Olmsted Falls adopted its Ordinance No. 39-2013, which includes authorizing its Mayor to seek grant funding of some \$900,000.00, subject to a twenty percent (20%) local match, from DHS through FEMA for purposes of establishing a consolidated regional dispatch center; and

WHEREAS, since then, the City of Olmsted Falls has determined not to proceed on its own with establishing a regional dispatch center, and instead has been considering joining and participating in a regional public safety dispatch center located within the City of Strongsville and operated by the latter; and

WHEREAS, during the period of approximately November 13, 2013 until March 18, 2014, while the City of Strongsville was recognized as a member of the project, and the Strongsville site was designated as the project location, efforts to build out the site to accommodate other communities were being undertaken by the City of Strongsville, and expenditures considered by Strongsville as eligible for reimbursement were being made in an approximate value exceeding some \$27,000.00. These included acquiring backend storage and processing upgrades, installing rack systems and server room parts, installing hardware and electronics in the workstations, acquiring additional work stations, and migration to an enterprise multi-agency CAD upgrade; and

WHEREAS, the Cities of Olmsted Falls and Strongsville have agreed to enter into a separate agreement for Strongsville's providing of public safety dispatch services; and

WHEREAS, the City of Strongsville having established a consolidated dispatch center operating with the City of North Royalton, now wishes to mutually cooperate with the City of Olmsted Falls in seeking a modification of the site location of the FEMA grant to Strongsville, obtaining recognition of the City of Strongsville as a participant and sub-grantee in the project, and to apply for reimbursement through Olmsted Falls,

**CITY OF STRONGSVILLE, OHIO**

**ORDINANCE NO. 2014 – 179**

**Page 2**

of certain funds already advanced by Strongsville from November 13, 2013 through March 18, 2014, and also of ongoing and immediately necessary dispatch center and other communications equipment expenses and/or improvements necessary to complete the dispatch center build out to accommodate additional communities, estimated to total in excess of some \$300,000.00.

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 ratifies, approves and authorizes the City to participate with the City of Olmsted Falls, in requesting a modification to a U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA) grant awarded to the Falls, for the purpose of relocating the location of the proposed site of the Consolidated Public Safety Dispatch project named in the grant, to the Strongsville Communication & Technology Center at 13213 Pearl Road, in Strongsville, Ohio; recognizing the City of Strongsville as a participant in the project, and as a sub-grantee, eligible to receive reimbursement from FEMA through the City of Olmsted Falls (as grantee) for certain eligible expenditures made pursuant to the terms of the grant on file with the City's Director of Public Safety; and authorizing the City of Strongsville to seek certain past, immediate and future reimbursements from FEMA through Olmsted Falls.

**Section 2.** That this Council further authorizes and directs the Mayor, Director of Public Safety, Director of Finance, Director of Communication & Technology, and other City officials, to provide, execute and deliver certifications, assurances and such other information as may be required in connection therewith.

**Section 3.** That the City's portion of costs for any required matching funds will be paid from the General Fund and General Capital Improvement Fund.

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

**Section 5.** That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to seek and participate through a dispatch center participating community in available grant funding for certain expenses incurred in establishing a consolidated dispatch center, to meet applicable grant deadlines, 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.

CITY OF STRONGSVILLE, OHIO  
ORDINANCE NO. 2014 - 179  
Page 3

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

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

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

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

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

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

ORD. No. 2014-179 Amended: \_\_\_\_\_  
1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – 180

By: Mayor Perciak and All Members of Council

**AN ORDINANCE RATIFYING, CONFIRMING AND APPROVING THE FILING OF AN APPLICATION TO THE CUYAHOGA COUNTY 911 CONSOLIDATION SHARED SERVICES FUND FOR FINANCIAL ASSISTANCE FOR THE CITY'S CONSOLIDATED DISPATCH CENTER, AND DECLARING AN EMERGENCY.**

WHEREAS, Cuyahoga County has recognized that a regional consolidated public safety dispatching approach will generate substantial benefits, such as shared responses, shared costs and upgraded technology, consistent training protocols, and redundancy; and

WHEREAS, to this end, the County in 2013 created a 911 Consolidation Shared Services Fund to further such efforts by providing financial resources to communities engaging in 911 consolidation efforts, and specifically, to support physical and technical infrastructure, preferential services, equipment and upgrades needed to support consolidations; and

WHEREAS, the City of Strongsville, which now houses and operates at 13213 Pearl Road, a Consolidated Regional Dispatch Center with another participating community, and about to contract with a third, is now eligible to make application for allowable expenses under the above County program, in order to benefit the City of Strongsville, the other participating communities of North Royalton and Olmsted Falls, and any communities which become participants in the Consolidated Dispatch Center at a later time; and

WHEREAS, the City of Strongsville, therefore, is desirous of applying to the Cuyahoga County 911 Consolidation Shared Services Program for funds in connection with expenses, improvements and purchases incurred and/or to be incurred in the future to accommodate other participants for its Consolidated Regional Dispatch Center, and which are not otherwise reimbursable under Federal FEMA grants.

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 does hereby ratify, confirm and approve the Mayor's application to the Cuyahoga County 911 Consolidation Shared Services Fund for the above funding assistance in connection with the City of Strongsville's Consolidated Regional Dispatch Center, consistent with the application on file with the Public Safety Director, which is in all respects hereby approved.

**CITY OF STRONGSVILLE, OHIO**  
**ORDINANCE NO. 2014 – 180**  
**Page 2**

**Section 2.** That the Mayor, Finance Director, Director of Communications & Technology, Public Safety Director, and other appropriate officials of the City be and are hereby authorized and directed to provide, execute and deliver certifications, assurances and such other information as may be required in connection with the filing of said application.

**Section 3.** That the City's portion of costs, if any, have been appropriated and shall be paid from the General Fund and General Capital Improvement Fund.

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

**Section 5.** That this Ordinance is hereby declared to be an emergency measure 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 for the City to approve and facilitate the application in order for the City to be considered for such assistance, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

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

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

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

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

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

ORD. No. 2014-180 Amended: \_\_\_\_\_  
 1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

**CITY OF STRONGSVILLE, OHIO**

**ORDINANCE NO. 2014 – 181**

**By: Mayor Perciak and All Members of Council**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH THE STRONGSVILLE EMERGENCY FOOD BANK, INC. FOR PREMISES LOCATED AT PEARL ROAD AND ZVERINA LANE, IN THE CITY OF STRONGSVILLE, OHIO, AND DECLARING AN EMERGENCY.**

WHEREAS, pursuant to Ordinance No. 2014-149, the City Council authorized and granted permission to the Strongsville Rotary Foundation, an Ohio non-profit and tax exempt corporation, to construct a building and facility of approximately 1,955 square feet, at its sole cost, on City-owned land located at Pearl Road and Zverina Lane, to be donated to the City of Strongsville, all in conformance with the approval of the City's Planning Commission; and

WHEREAS, the sole purpose and use of the facility is intended to house and have occupied the space by the Strongsville Emergency Food Bank, Inc., an Ohio non-profit and tax exempt corporation (hereinafter "Food Bank"), which seeks occupancy for its eleemosynary purposes within the Strongsville community; and

WHEREAS, it is the City's desire to accommodate the "Food Bank" and its charitable purposes by entering into a Lease agreement on a "net" basis to be effective upon completion of the construction and donation to the City of the building and facility on specified terms and conditions mutually agreed by the parties and consistent with Chapter 264, Section 264.02 of the City's Codified Ordinances.

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 located on Zverina Lane in Strongsville, Ohio, and described in Exhibits "A" and "B", attached hereto to Exhibit "1", are not needed entirely for municipal public use, and authorizes and directs the Mayor to enter into a Lease agreement with the Strongsville Emergency Food Bank, Inc., an Ohio non-profit and federal tax exempt corporation, for a term of ten (10) years, with two (2) five (5) year renewals, and upon the other terms and conditions set forth in the Lease agreement attached hereto and designated Exhibit "1" and incorporated by reference, all for charitable and public purposes benefiting the community.

**CITY OF STRONGSVILLE, OHIO**  
**ORDINANCE NO. 2014 – 181**  
**Page 2**

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

**Section 3.** That this Ordinance 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 in order to provide continuity in the use of City lands by a non-profit organization, for charitable and eleemosynary purposes, and to conserve City 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.

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

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

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

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

ORD. No. 2014-181 Amended: \_\_\_\_\_  
 1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

## LEASE

**THIS LEASE** is made effective the \_\_\_\_ day of \_\_\_\_\_, 2014, by and between **THE CITY OF STRONGSVILLE, OHIO**, a municipal corporation organized and existing pursuant to law (hereinafter "City") and **THE STRONGSVILLE EMERGENCY FOOD BANK, INC.**, an Ohio non-profit corporation, qualified as a federal tax-exempt 501(c)(3) entity, (hereinafter called "Tenant" or "Food Bank").

### WITNESSETH:

#### 1. DESCRIPTION AND LEASE OF PREMISES

The City hereby leases to Tenant, and Tenant hereby leases from City on a "net" basis, certain premises including an approximate 1,955 square foot structure and facility with related property, constructed and situated on Zverina Lane, with a mailing address of 13259 Pearl Road, in the City of Strongsville, County of Cuyahoga, and State of Ohio, and which is being donated by the Strongsville Rotary Foundation to the City of Strongsville. A legal description of the property containing such premises is attached hereto, labeled Exhibit "A" and as reflected in the map, Exhibit "B", both made a part hereof (hereinafter the "Premises"). Parking will consist of assigned handicap accessible spaces in front of the facility; some spaces in front adjacent to the facility as the area will permit; and otherwise free access on a non-exclusive basis to the general City parking for the City's nearby Communications and Technology Center.

#### 2. TERM

##### 2.1 Original Term

The term of this Lease shall be ten (10) years, commencing on or about October 1, 2014, and ending at midnight September 30, 2024, with the dates being subject to final adjustment based upon when an occupancy permit has been issued by the City of Strongsville. Each successive lease term, if any, shall commence on the first day of October or the adjusted date, and end the last day of September, subject to such possible adjustment.

##### 2.2 Additional Term

If at the time provided herein for exercise of the option conferred herein, this Lease has not been terminated and Tenant is not in default of any provision of this Lease, and the City has not terminated this Lease, Tenant shall have the option to extend this Lease for two (2) successive additional terms of five (5) years each, under the same terms and conditions as are provided in this Lease, except that the rent for such additional terms shall be as set forth in Section 3.1 hereafter. Tenant may exercise such options by giving notice to the City as provided herein no later than six (6) months prior to the expiration of the original or additional Lease terms. At the time of any final termination or expiration of the Tenant's tenancy, the subject premises will be governed by a separate Right of First Refusal pursuant to a separate Agreement with the Strongsville Rotary Foundation, Inc. for Construction and Donation of a Building, etc. dated July 22, 2014.

**2.3. Holding Over**

If Tenant holds over in possession of the Premises after the expiration date of the original term or any additional term of this Lease, and no new lease is executed, the City shall have the option of considering Tenant a month-to-month tenant. In such event, the tenancy shall be under the same conditions, other than term, as are provided in this Lease and then in effect, including rent. 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 original term of this Lease the sum of Twelve and No/100 Dollars (\$12.00), payable in advance on the first day of the Lease year. Rental during the first renewal term shall be increased to Two Dollars (\$2.00) per month or Twenty-Four and No/100 Dollars (\$24.00) per year; and to Three Dollars (\$3.00) per month or Thirty-Six Dollars (\$36.00) per year during the second renewal term.

**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 of the first year of the base term, which will be the first year of this Lease, by reason of Tenant's particular use of the Premises, then the rental shall be increased over the amounts otherwise provided for in this Lease by the amount of such increase in premiums over the premium paid by the City immediately prior to the successive year of the Lease term.

(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 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 of the Premises on the commencement date of the Original Term, subject to having received a proper occupancy permit from the City.

**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 Lease, and has promised no repairs or alterations thereto.

## **5.2 Required Repairs and Maintenance**

(a) Tenant shall have sole responsibility, at its expense, to repair and maintain the interior of the premises, including but not limited to all mechanical and electrical systems, and all sidewalks and parking areas specifically allocated to the Tenant's use. Tenant shall also, at its sole expense, keep all walks, sidewalks, or other paved areas specifically allocated to the Tenant servicing the Premises free of snow, ice, water, rubbish and dirt and other natural or artificial accumulations, except that the City will undertake snowplowing of the roadway and parking areas.

(b) Tenant shall perform such repairs and maintenance thereon as may be necessary 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.

(c) The City shall be responsible at its sole expense for repairs and maintenance to the exterior structure, including the walls, roof and foundation, unless repairs or damages are caused by Tenant or Tenant's contractors, invitees or customers, in which event the Tenant shall be solely responsible.

## **5.3 Condition of Premises at Termination of Lease**

(a) Upon the expiration or other termination of this Lease, Tenant shall remove its personalty, 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 Lease, reasonable wear and tear excepted.

(b) All improvements installed on the Premises by Tenant and/or others on behalf of Tenant shall become the property of the City. Tenant may be required to remove any or all improvements installed on the Premises upon the termination of this Lease and shall repair to the City's satisfaction or reimburse the City for any damage resulting from such removal. All improvements affixed to the Premises with the intention to make them permanent installations, whether installed by Tenant or by the City, shall be the sole property of the City, and Tenant shall have no right to remove same.

## **6. UTILITIES; RUBBISH PICK-UP**

Tenant shall pay all charges for the use of sewers, electricity, light, gas, fuel or other utilities relating to both the Premises and the City's garage/storage portion of the overall structure, whether or not separately metered, presuming usual, routine and reasonable use of heat and other such utilities by the City in its portion of the structure. Wherever possible, Tenant shall make all payments directly to the provider of the services; otherwise, Tenant shall promptly reimburse the City for any payments made directly by the City to the providers of such services. Tenant shall be solely responsible for privately contracting for its rubbish pick-up.

## **7. INSURANCE**

### **7.1 Public Liability Insurance**

Tenant shall obtain, at its expense, effective as of the commencement of its right to occupy the Premises (being the building/facility and areas of parking that Food Bank guests/invitees may utilize or occupy), and will maintain so long as Tenant continues to occupy or lease any part of the Premises, complete comprehensive 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 licensed or authorized to conduct business in Ohio by the Ohio Department of Insurance and otherwise 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. Policy coverages shall include but not be limited to those specifically protecting the insureds from adulterated foodstuffs and/or injuries or damages arising therefrom. Tenant shall also arrange for proper coverage on its personalty and on the contents and interior of the structure, in amounts reasonably satisfactory to the City. 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. Such additional insurance coverage on the value of the completed structure occupied by the Tenant shall be required by the City.

## **8. USE**

### **8.1 General**

(a) Tenant shall occupy and use the Premises for charitable and eleemosynary purposes to distribute foodstuffs and other related items on a charitable basis, but not for sale, and for no other purpose, and in a careful, safe and proper manner and shall not commit or suffer any waste therein, including but not limited to creation of any hazardous waste. In this regard, and concerning only the leased premises, Tenant shall be solely responsible to pay for any environmental clean-up required and resulting from Tenant's actions, errors or omissions and consistent with state and federal environmental protection laws, rules, regulations and other applicable requirements. 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. Tenant shall be responsible to provide whatever security is reasonably necessary and appropriate for this type of use and operation.

(b) 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 Lease.

(c) 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.

(d) Tenant acknowledges that Strongsville currently pays no real property taxes on Strongsville's property, which is tax exempt. Tenant shall pay any other taxes assessed by the State of Ohio or Cuyahoga County or City of Strongsville beyond real estate taxes, against Tenant's Facilities, and Lessor or Strongsville, as appropriate, shall advance payment when due, of all real property taxes and all other taxes, fees and assessments attributable to Strongsville's Property, the Premises and this Lease. However, Tenant shall reimburse Strongsville an amount equal to any amount of real estate taxes that may be attributable to Tenant's presence on the Premises or any improvements to the Premises made by Tenant. If such tax is paid by Lessor or Strongsville, Tenant shall reimburse the appropriate party for the amount of any such tax payment within sixty (60) days of receipt of sufficient documentation indicating the amount paid, and the calculation of Tenant's pro-rata share. Upon written request by Tenant, the party paying the tax shall furnish evidence of payment of taxes.

### **8.2 Alterations and Improvements**

(a) Only upon obtaining the City's explicit prior written consent, which may be withheld, may the Tenant, at its sole expense, make such alterations and improvements to the Premises as shall be necessary for its use of the Premises consistent with the Lease, provided that no such alterations will materially decrease the value or marketability of the Premises. The City may withhold such consent for any reason, and without cause, including but not limited to the following: if (i) the proposed alterations or additions materially decrease the value or marketability of the Premises, (ii) the proposed alterations or additions, in the view of the City, interfere with its future plans for the Premises, (iii) Tenant fails to provide the City with reasonably sufficient drawings and specifications of work to be done and materials to be used, (iv) Tenant fails to provide the City with sufficient security to assure that proper insurance and workers' compensation coverage are in effect during the performance of any work and that the work will be completed free of liens against the Premises, and (v) the proposed alterations and additions are not approved by the City Planning Commission. Such alterations and improvements shall be done in a good, workmanlike manner and in accordance with all applicable laws, ordinances, rules and regulations.

(b) Notwithstanding the above, with regard specifically to any proposed re-partitioning of interior rooms only, the City's consent, which will be necessary, shall not be unreasonably withheld presuming that all work is to be accomplished in accordance with the City Code.

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

### **8.3. Signage**

(a) Signage on the building/facility on behalf of Tenant will be only such location, size and configuration, as permitted by the City's Building Commissioner and consistent with applicable provisions of the City's current Codified Ordinances then in effect.

(b) No signage for Tenant's purposes will be permitted on the roadway, driveway or parking areas.

(c) The cost of any approved signage will be paid for solely by Tenant.

## **9. DEFAULT**

### **9.1 Events Constituting Default**

For the purpose of this Lease, "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 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 Lease, 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 lease, or, without terminating this Lease, terminate Tenant's right to possession of the Premises under this Lease, (b) re-enter the Premises with due process of law, and consistent with requirements under 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 under law or equity. Except as provided in this Lease, 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 Lease be equivalent to the City's exercise of its right to re-enter the Premises. Once the Lease is terminated, the City's disposition of the Premises shall be governed by a separate Right of First Refusal with the Rotary Foundation, Inc., per separate written agreement. The Tenant shall have the right to exercise any available remedies at law or equity if the City is in default of the terms of this Lease.

### **9.3 No Waiver of Default**

No waiver of any condition or covenant of this Lease 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 Lease; nor shall the acceptance of rent by the City at a time when Tenant is in default under any covenant or condition of this Lease 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 Lease on account of such default or as an estoppel against the City, or be construed as an amendment to this Lease 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 Lease. 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 forty-five (45) 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. NONDISCRIMINATION**

Tenant agrees to comply with all applicable federal, state, county and local laws regarding nondiscrimination, and specifically agrees not to discriminate against any employee, applicant for employment or recipient of foodstuffs because of race, color, religion, age, creed, gender, national origin, sexual preference, or disability.

#### **12. 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 Lease 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.

#### **13. RIGHT OF ENTRY**

The City, its agents and employees shall have the right, at all reasonable times, and upon reasonable notice to Tenant, during the term of this Lease, 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.

#### **14. INDEMNITY BY TENANT; CITY'S NON-LIABILITY**

Tenant will indemnify, hold harmless and defend the City, its agents, employees, officials, and individual board and Council members from any and all claims, liabilities, demands, costs, 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 any work or thing 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, unless caused by the

negligent or willful acts of the City, its employees or representatives. Furthermore, the City will not be responsible for any damages or injuries arising from vandalism or other acts of third parties; problems or defects with the building structure (for example, a leaking roof); or otherwise occasioned by any cause and resulting in damage to Tenant's property.

## **15. ASSIGNMENT, SUBLEASE AND CHANGE OF ORGANIZATION**

### **15.1 Assignment and Sublease**

Tenant shall not assign this Lease or any of its benefits or burdens under this Lease, 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 sole discretion, withhold without reason or cause; but otherwise as may be governed by a separate Right of First Refusal with another party as referenced above.

### **15.2 Change of Organization of Tenant**

Tenant shall not terminate its existence, change its form of organization 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, any of which shall be promptly disclosed to the City. Notwithstanding, if for any reason the Tenant should lose its federal tax exempt status under law, it shall promptly inform the City of such fact which may constitute an act of default within the City's discretion.

## **16. NOTICES**

All notices to the City  
shall be sent to:

The City of Strongsville  
16099 Foltz Parkway  
Strongsville, Ohio 44149  
Attention: Mayor  
(With a copy to the Law Director)

All notices to the Tenant  
shall be sent to:

The Strongsville Emergency  
Food Bank, Inc.  
c/o Rev. Joseph Santomen  
19900 Bennington Drive  
Strongsville, OH 44136

Either party may at any time change the address and/or individual officers 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.

## **17. PARTIES BOUND AND BENEFITED**

This Lease shall bind and benefit the parties hereto, their successors and permitted assigns. The words "City" and "Tenant" in this Lease shall be construed to include the corporations 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 Lease.

**18. 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.

**19. 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.

**20. CAPTIONS**

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

**21. GOVERNING LAW**

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

**22. COUNTERPARTS**

This Lease 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 Lease to be executed by their duly authorized officers on the dates written below.

Witnesses:

\_\_\_\_\_  
\_\_\_\_\_

**CITY OF STRONGSVILLE**  
**(an Ohio municipal corporation)**

By: \_\_\_\_\_

Its: Mayor

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

Approved for form:

By: \_\_\_\_\_

Law Director

**THE STRONGSVILLE EMERGENCY  
FOOD BANK, INC.**

(an Ohio non-profit corporation)

Melanie Bond  
Melanie Bond

By: Rev. Joseph Y. Santomen

Its: Pres. Strongsville Em. Food Bank

Date: 9/10/14

STATE OF OHIO )  
 ) ss  
COUNTY OF CUYAHOGA )

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

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

\_\_\_\_\_  
Notary Public

STATE OF OHIO )  
 ) ss  
COUNTY OF CUYAHOGA )

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named **THE STRONGSVILLE EMERGENCY FOOD BANK, INC.**, by Joseph Santomen, its President, who acknowledged that he did sign the foregoing instrument and that the same is his free and voluntary act and deed, and the free and voluntary act and deed of said non-profit corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Strongsville, Ohio, this 10 day of Sept., 2014.



Tamara A. Jones  
Notary Public

**HOFMANN - METZKER, INC.**

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

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

City Of Strongsville

**DESCRIPTION**  
**Food Bank Lease Parcel**  
**EXHIBIT "A"**

6-3-2014.

Situated in the City of Strongsville, County of Cuyahoga, State of Ohio and known as being part of Original Strongsville Township Lot No. 55, and further bounded and described as follows:

Beginning at an Iron Pin in a monument box marking the intersection of the centerline of Pearl Road (varies), with the centerline of Westwood Drive ( West of Pearl);

Thence North 00 degree 10 minutes 12 seconds West along said centerline of Pearl Road, a distance of 223.34 feet to an Iron pin in a monument box marking the PI of a centerline curve;

Thence North 08 degrees 03 minutes 36 seconds West along the centerline of Pearl Road, a distance of 485.90 feet to the Southwesterly corner of a parcel of land conveyed to the City of Strongsville on April 19, 1963 and recorded in Volume 10907, P. 693 of Cuyahoga County Deed Records;

Thence North 79 degrees 07 minutes 47 seconds East along the Southerly line of said land conveyed, a distance of 234.33 feet to an angle point;

Thence North 80 degrees 10 minutes 11 seconds East continuing along the southerly line of land conveyed, a distance of 420.59 feet to a point;

Thence North 43 degrees 31 minutes 47 seconds West, a distance of 100.18 feet to the southeasterly corner of a building under construction, said point being the principal place of beginning;

Thence South 89 degrees 04 minutes 52 seconds West along the southerly wall of said building, a distance of 54.83 feet to the southwesterly corner of said building;

Thence North 00 degree 55 minutes 08 seconds West along the westerly wall of said building, a distance of 36.00 feet to the Northwesterly corner of said building;

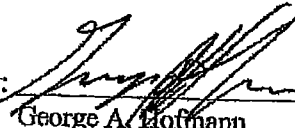
Thence North 89 degrees 04 minutes 52 seconds East along the northerly wall of said building, a distance of 54.83 feet to the Northeasterly corner of said building;

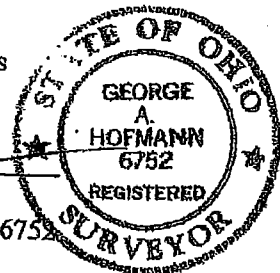
Thence South 00 degree 55 minutes 08 seconds East along the easterly wall of said building, a distance of 36.00 feet to the principal place of beginning.

The basis of bearings is the centerline of Pearl Road ( North of angle point), bearing North 08 degrees 03 minutes 36 seconds West. The courses used in this description are used to indicate angles only.

Distances are given in feet and decimal parts thereof.

HOFMANN-METZKER, INC.  
Registered Professional Surveyors

By:   
George A. Hofmann  
Registered Surveyor Number 6752



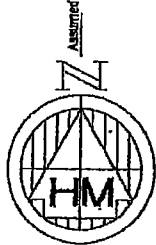
**MAP MADE TO ACCOMPANY  
LEGAL DESCRIPTION OF FOOD BANK  
LEASE PARCEL**

KNOWN AS BEING PART OF ORIGINAL STRONGSMILE TOWNSHIP LOT No. 55  
NOW IN THE CITY OF STRONGSMILE, COUNTY OF CUYAHOGA, STATE OF OHIO

**HOFMANN-METZKER, INC.**

Registered Professional Surveyors  
24 Beach St. - P.O. Box 343  
Berea, Ohio 44017  
(440) 234-7350 fax (440) 234-7351  
email: george.hofmann@hmf.net

*George A. Hofmann*  
Registered Surveyor No. 0752  
George A. Hofmann



PP 396-08-005  
Village of Strongsville Cemetery

PP 396-08-006  
City of Strongsville  
D.V. 10907, P. 693

PP 396-10-007 & 016  
Strongsville Historical Society  
D.V. 92-7863, P. 14

PEARL ROAD (VARIES)

C.L. WESTWOOD

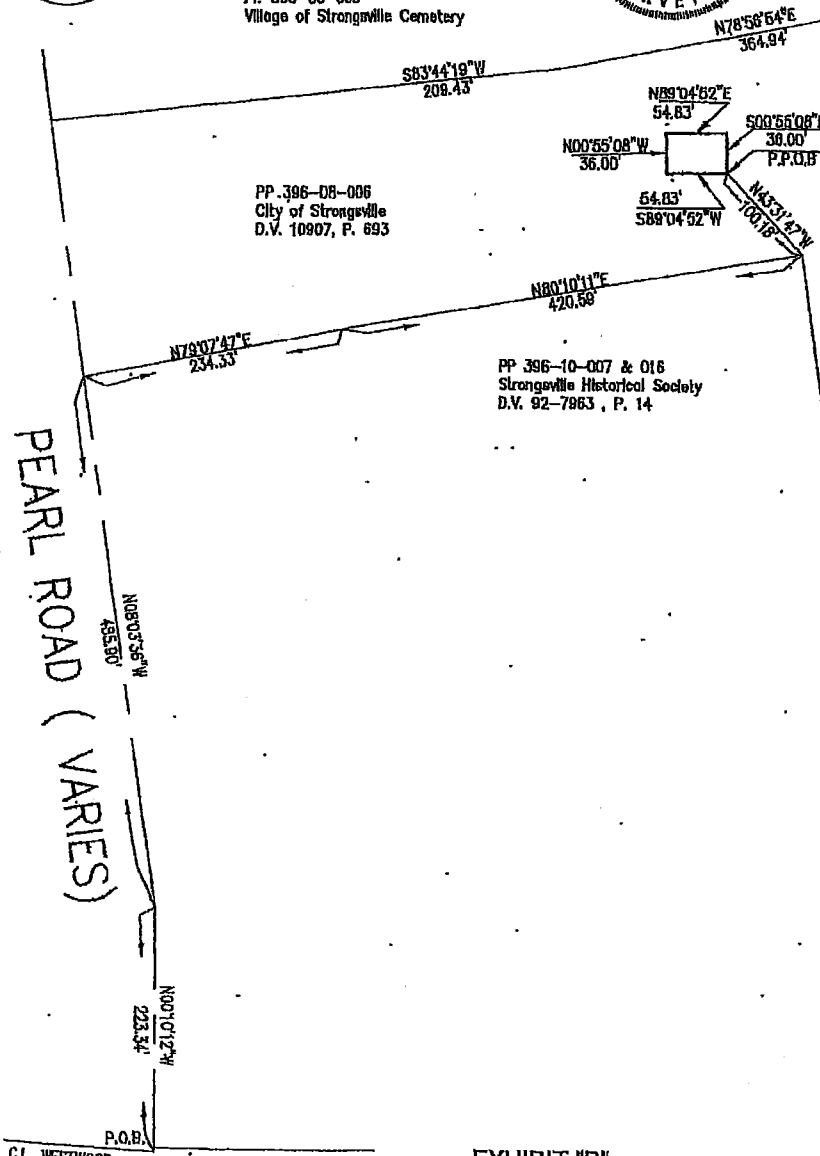


EXHIBIT "B"