

City of Strongsville

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

City Council

Michael J. Daymut
Ward 1

Matthew A. Schonhnt
Ward 2

James E. Carbone
Ward 3

Gordon C. Short
Ward 4

Joseph C. DeMio
At-Large

Kenneth M. Dooner
President Pro Tem
At-Large

Dulce Southworth
President of Council
At-Large

Aimee Pientka, CMC
Clerk of Council
aimee.pientka@strongsville.org

Tiffany Mekeel, CMC
Assistant Clerk of Council
tiffany.mekeel@strongsville.org

March 17, 2016

MEETING NOTICE

City Council has scheduled the following meetings for **Monday, March 21, 2016**, 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. **Recreation and Community Services** will meet to discuss Ordinance Nos. 2016-060, 2016-061, 2016-062 and 2016-063.

Public Safety and Health Committee will meet to discuss Ordinance Nos. 2016-064 and 2016-065.

Planning, Zoning and Engineering Committee will meet to discuss Ordinance Nos. 2016-066, 2016-067, 2016-068 and Resolution No. 2016-069.

Building and Utilities will meet to discuss Ordinance No. 2016-070.

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

Committee of the Whole will meet to discuss Ordinance Nos. 2016-036 and 2016-071.

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, MARCH 21, 2016 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 – March 7, 2016*
6. APPOINTMENTS, CONFIRMATIONS, AWARDS AND RECOGNITION:
 - Recognition of the City of Strongsville Fire and EMS Department for receiving the 2016 Mission: Lifeline EMS Gold Performance Achievement Award, from the American Heart Association for outstanding cardiac care. *Presented by Southwest General Health Center Representatives Albert E. Matyas, Vice President of Ambulatory Operations & Business Development; Berni Martin, Director of Emergency Services/Observation & Critical Care Departments; and Jackie Haumschild, Nurse Manager/EMS Coordinator.*
7. REPORTS OF COUNCIL COMMITTEE:
 - SCHOOL BOARD – Mr. Carbone:
 - SOUTHWEST GENERAL HEALTH SYSTEM – Mr. Southworth:
 - BUILDING AND UTILITIES – Mr. Schonhut:
 - COMMUNICATIONS AND TECHNOLOGY – Mr. Schonhut:
 - ECONOMIC DEVELOPMENT – Mr. Daymut:
 - FINANCE – Mr. Dooner:
 - PLANNING, ZONING AND ENGINEERING – Mr. Daymut:
 - PUBLIC SAFETY AND HEALTH – Mr. DeMio:
 - PUBLIC SERVICE AND CONSERVATION – Mr. Carbone:
 - *Motion to note and approve the owners' designation of wishes for interments in Strongsville Municipal Cemetery, Section F, Lot #96, Graves A & C.*
 - RECREATION AND COMMUNITY SERVICES – Mr. Short:
 - COMMITTEE-OF-THE-WHOLE – Mr. Southworth:

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

- MAYOR PERCIAK:
- FINANCE DEPARTMENT:
- LAW DEPARTMENT:

9. AUDIENCE PARTICIPATION:

10. ORDINANCES AND RESOLUTIONS:

- Ordinance No. 2016-036 by Mayor Perciak and All Members of Council. AN ORDINANCE ENACTING NEW CHAPTER 882 OF TITLE FOUR OF PART EIGHT OF THE CITY'S CODIFIED ORDINANCES PROVIDING FOR IMPOSITION AND REGULATION OF AN ADMISSIONS TAX APPLICABLE TO CERTAIN LIMITED ENTERTAINMENT, AMUSEMENT AND RECREATIONAL BUSINESS USES WITHIN THE CITY, BUT SUBJECT TO CERTAIN EXEMPTIONS, FOR TAX YEARS COMMENCING JULY 1, 2016. *First reading 02-16-16. Second reading 03-07-16.*
- Ordinance No. 2016-060 by Mayor Perciak and Mr. Short. AN ORDINANCE REQUESTING PARTICIPATION IN OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES CONTRACTS FOR THE PURCHASE AND INSTALLATION OF VARIOUS FITNESS EQUIPMENT FOR USE BY THE RECREATION DEPARTMENT OF THE CITY; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO DO ALL THINGS NECESSARY TO ENTER INTO AN AGREEMENT IN CONNECTION THEREWITH; AND DECLARING AN EMERGENCY. [Life Fitness/G&G Fitness]
- Ordinance No. 2016-061 by Mayor Perciak and Mr. Short. AN ORDINANCE REQUESTING PARTICIPATION IN OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES CONTRACTS FOR THE PURCHASE AND INSTALLATION OF VARIOUS FITNESS EQUIPMENT FOR USE BY THE RECREATION DEPARTMENT OF THE CITY; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO DO ALL THINGS NECESSARY TO ENTER INTO AN AGREEMENT IN CONNECTION THEREWITH; AND DECLARING AN EMERGENCY. [Star Trac/S&K]
- Ordinance No. 2016-062 by Mayor Perciak and Mr. Short. AN ORDINANCE REQUESTING PARTICIPATION IN OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES CONTRACTS FOR THE PURCHASE AND INSTALLATION OF VARIOUS FITNESS EQUIPMENT FOR USE BY THE RECREATION DEPARTMENT OF THE CITY; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO DO ALL THINGS NECESSARY TO ENTER INTO AN AGREEMENT IN CONNECTION THEREWITH; AND DECLARING AN EMERGENCY. [Cybex]

- Ordinance No. 2016-063 by Mayor Perciak and Mr. Short. AN ORDINANCE REQUESTING PARTICIPATION IN OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES CONTRACTS FOR THE PURCHASE AND INSTALLATION OF VARIOUS FITNESS EQUIPMENT FOR USE BY THE RECREATION DEPARTMENT OF THE CITY; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO DO ALL THINGS NECESSARY TO ENTER INTO AN AGREEMENT IN CONNECTION THEREWITH; AND DECLARING AN EMERGENCY. [Technogym]
- Ordinance No. 2016-064 by Mayor Perciak and Mr. DeMio. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE PURCHASE OF ONE (1) NEW 2016HARLEY-DAVIDSON POLICE MOTORCYCLE WITH BASIC APPURTENANCES FOR USE BY THE CITY'S POLICE DEPARTMENT; AND FURTHER AUTHORIZING THE MAYOR TO PURCHASE CERTAIN SUPPLEMENTAL SPECIALTY ITEMS, EQUIPMENT AND INSTALLATION OF ACCESSORIES NECESSARY TO PROPERLY OUTFIT THE NEW MOTORCYCLE.
- Ordinance No. 2016-065 by Mayor Perciak and Mr. DeMio. AN ORDINANCE APPROVING PURCHASES OF SUPPLEMENTAL SPECIALTY ITEMS, EQUIPMENT, PAINTING, AND INSTALLATION OF ACCESSORIES NECESSARY TO PROPERLY OUTFIT NEW VEHICLES SEPARATELY PURCHASED FOR USE BY THE POLICE DEPARTMENT; AND AUTHORIZING THE MAYOR TO ENTER INTO CONTRACTS WITH VARIOUS VENDORS, WITHOUT PUBLIC BIDDING.
- Ordinance No. 2016-066 by Mr. Daymut. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR IMPROVEMENTS TO VARIOUS STREETS IN THE CITY OF STRONGSVILLE IN CONNECTION WITH THE PAVEMENT RECONSTRUCTION PROGRAM FOR 2016, AND DECLARING AN EMERGENCY.
- Ordinance No. 2016-067 by Mr. Daymut. AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ISSUE AND APPROVE CHANGE ORDER NO. 1 FOR AN INCREASE IN THE CONTRACT PRICE IN ACCORDANCE WITH THE PROVISIONS OF THE CONTRACT BETWEEN THE CITY OF STRONGSVILLE AND NERONE & SONS, INC., IN CONNECTION WITH THE 2015 WEST 130TH PUMP STATION PROJECT, AND DECLARING AN EMERGENCY.
- Ordinance No. 2016-068 by Mr. Daymut. AN ORDINANCE ACCEPTING FOR RECORDING PURPOSES ONLY THE PLAT OF CAMDEN VILLAS AT HIGH POINT SUBDIVISION NO. 12, IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Resolution No. 2016-069 by Mr. Daymut. A RESOLUTION DECLARING THE INTENT OF THE COUNCIL OF THE CITY OF STRONGSVILLE TO ACCEPT FOR DEDICATION CERTAIN STREETS WITHIN CAMDEN VILLAS AT HIGH POINT SUBDIVISION NO. 12, IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Ordinance No. 2016-070 by Mayor Perciak and Mr. Schonhut. AN ORDINANCE AMENDING CHAPTER 1454 OF TITLE SIX OF PART FOURTEEN-BUILDING AND HOUSING CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE RELATING TO INSPECTION OF REGISTRATION RECORDS MAINTAINED BY MOTELS AND HOTELS, AND DECLARING AN EMERGENCY.

- Ordinance No. 2016-071 by Mayor Perciak and All Members of Council. AN ORDINANCE AMENDING SECTION 2 OF ORDINANCE NO. 2015-257 TO INCREASE THE APPROPRIATED NOT-TO-EXCEED AMOUNT WITH W.W. WILLIAMS CO., FOR FURTHER EMERGENCY REPAIRS TO THE EMERGENCY GENERATORS AT FIRE STATION NO. 3 AND THE WALTER F. EHRNFELT RECREATION CENTER, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.

11. COMMUNICATIONS, PETITIONS AND CLAIMS:

- Application for Permit: NEW-D3: To: Posh Nails & Spa; 14189 Pearl Road, Strongsville, Ohio 44136 (Responses must be postmarked no later than 4/04/2016).

12. MISCELLANEOUS BUSINESS:

13. ADJOURNMENT:

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 036

By: Mayor Perciak and All Members of Council

AN ORDINANCE ENACTING NEW CHAPTER 882 OF TITLE FOUR OF PART EIGHT OF THE CITY'S CODIFIED ORDINANCES PROVIDING FOR IMPOSITION AND REGULATION OF AN ADMISSIONS TAX APPLICABLE TO CERTAIN LIMITED ENTERTAINMENT, AMUSEMENT AND RECREATIONAL BUSINESS USES WITHIN THE CITY, BUT SUBJECT TO CERTAIN EXEMPTIONS, FOR TAX YEARS COMMENCING JULY 1, 2016.

WHEREAS, the Home Rule Amendment of the Ohio Constitution, Article XVIII, Section 3, provides that "Municipalities shall have authority to exercise all powers of local self-government . . .", and the municipal taxing power is one of such powers of local self-government delegated by the people of the State to the citizens of municipalities; and

WHEREAS, Article XIII, Section 6 of the Ohio Constitution provides that the General Assembly may restrict municipalities' power of taxation to the extent necessary to prevent abuse of such power; and Article XVIII, Section 13 of the Ohio Constitution states that "Laws may be passed to limit the powers of municipalities to levy taxes and incur debts for local purposes . . ."; and

WHEREAS, the Ohio Revised Code in Section 715.013(B)(1) specifically provides that municipalities are not prohibited from levying a tax on "amounts received for admission to any place."; and

WHEREAS, this Council and the Mayor have determined that consistent with other municipalities, it would be in the best interest of the City of Strongsville to establish an Admissions Tax of three percent (3%) on certain limited entertainment, amusement and recreational business uses but subject to certain exemptions, for tax years commencing July 1, 2016.

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

Section 1. That new Chapter 882 (Admissions Tax) of Title Four of Part Eight of the City's Codified Ordinances, attached hereto as Exhibit A and incorporated herein by reference in its entirety, is hereby enacted effective July 1, 2016 for tax years commencing July 1, 2016 and going forward thereafter.

Section 2. That any money paid and collected through the Admissions Tax shall be deposited into the City's General Fund.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 - 036

Page 2

Section 3. That any ordinances or resolutions, or parts thereof, in conflict with new Chapter 882, are hereby superseded and repealed.

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 the provisions of this Ordinance shall take effect and be in force from and after July 1, 2016, presuming it is approved by the Council and Mayor in accordance with law.

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
Clerk of Council

ORD. No. 2016-036 Amended: _____
 1st Rdg. 02-16-16 Ref: COW
 2nd Rdg. 03-07-16 Ref: COW
 3rd Rdg. _____ Ref: _____

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

CHAPTER 882
ADMISSIONS TAX

- 882.01 Definitions.
- 882.02 Levy of tax.
- 882.03 Admissions exempt from tax.
- 882.04 Price to be marked on ticket.
- 882.05 Collection of tax.
- 882.06 Certificate of registration required.
- 882.07 Certificate of registration in case of temporary or transitory amusement.
- 882.08 Taxes a lien.
- 882.09 Rules and regulations.
- 882.10 Authority to compel production of records.
- 882.11 Refusal to produce records.
- 882.12 Taxpayer required to retain records.
- 882.13 Appeals.
- 882.14 Disposition of moneys received.
- 882.15 Effective date.
- 882.16 Confidential reports.
- 882.99 Penalties.

CROSS REFERENCES

882.01 DEFINITIONS.

As used in this chapter:

(a) "Admission" means and includes seats, chairs, tables and benches, reserved or otherwise, or a place or space designated for standing, and other similar accommodations and charges made therefor.

(b) "Admission Charge" means the charge made for the right or privilege to enter into a place, or for the use or rental of property or services, of a recreational or entertainment nature such as, but not limited to, cinema or theater fees, bowling alley fees, or greens fees.

(c) "Amounts received for admission" excludes any state or Federal taxes otherwise paid or received with respect to such admission.

(d) "Director" means the Director of Finance of the City of Strongsville.

(e) "Person" means any individual, receiver, assignee, firm, co-partnership, joint venture, corporation, limited liability company, company, joint-stock company, association, society or any group of individuals acting as a unit, whether mutual, cooperative, fraternal, nonprofit or otherwise.

(f) "Place" means and includes, but is not restricted to, indoor and outdoor theaters, dance halls, amphitheaters, auditoriums, stadiums, athletic pavilions and fields, baseball and athletic parks, circuses, sideshows, bowling alleys, swimming pools, ice rinks, outdoor amusement parks and such attractions as races, merry-go-rounds, ferris wheels, dodge'ems, roller coasters and observation towers.

882.02 LEVY OF TAX.

There is hereby levied and imposed upon every person who pays an admission charge to any place:

(a) A tax of three percent (3%) on the amounts paid for admission to any place, including admission by season ticket or subscription; the tax shall apply to every admission within the City of Strongsville for which a charge is made, notwithstanding that the sale of the ticket or other evidence of right of admission thereto is made outside of the City;

(b) A tax of three percent (3%) on the excess of the amounts paid for tickets or cards of admission to theaters, operas, sporting events, and other places of amusement, sold at newsstands, hotels, by any electronic means or devices, and places other than the ticket offices of such theaters, operas, sporting events or other places of amusement, over and above the amounts representing the established price therefor at such ticket offices; such tax to be returned and paid in the manner provided in Section 882.05 by the person selling the ticket;

(c) A tax of three percent (3%) on the amount paid for admission to any public performance for profit at any roof garden, night club, cabaret or other similar entertainment in case the charge for admission is in the form of a service charge, cover charge or other similar charge; and

(d) A tax of three percent (3%) on the amount paid as annual membership dues by every club or organization maintaining a golf course, and a tax of three percent (3%) on greens fees paid to a golf course, either under club or private ownership.

(e) A tax of three percent (3%) on the amount paid for admission to any small capacity live venue that has occupant load capacity of one hundred fifty-one (151) people or more. For purposes of this section, "small capacity live entertainment venue" is defined as any separate room in a premises where people pay admission to attend a separate active performance by an individual or individuals who, at the time of and during the performance, create live entertainment for an audience through the use or manipulation of voice, instruments or dance. If the same active performance is occurring for the benefit of more than one separate room, then those separate rooms shall be considered together as one venue.

In the case of persons (except bona fide employees, municipal officers on official business and children under the age for which a charge is regularly made) admitted free or at reduced rates to any place at a time when and under circumstances under which an admission charge is made to other persons, an equivalent tax shall be collected based on the price so charged to such other persons for the same or similar accommodations, such tax to be paid by the person so admitted.

882.03 ADMISSIONS EXEMPT FROM TAX.

No tax shall be levied under this chapter with respect to any admissions, all the proceeds of which inure:

(a) Exclusively to the benefit of religious, educational or charitable institutions, societies or organizations, IRS tax-exempt organizations, homeowners' associations or other non-profit committees, associations, organizations, clubs, or societies or

organizations for the prevention of cruelty to children or animals, or of societies or organizations conducted for the sole purpose of maintaining symphony orchestras and receiving substantial support from voluntary contributions, of improving any municipal corporation or of maintaining a cooperative or community center place, if no part of the net earnings inures to the benefit of any private stockholder or individual;

(b) Exclusively to the benefit of persons in the military or naval forces of the United States or of National Guard organizations, reserve officer organizations or posts, associations of war veterans, or auxiliary units or societies of any such posts or organizations, if such posts, organizations, units or societies are organized in the State and if no part of their net earnings inures to the benefit of any private stockholder or individual;

(c) Exclusively to the benefit of an organization whose primary function is the sponsorship of amateur athletics, provided such organization is exempt from federal taxation under Subsection 501(a) and described in Subsection 501(c)(3) of the Internal Revenue Code, and further provided that all revenue derived from the event for which admission is charged is, after the payment of expenses incurred for such event, actually used for the sponsorship of amateur athletics;

(d) Exclusively to the benefit of any municipal corporation or exclusively to the benefit of any fund of any municipal corporation under the control of a recreation department, commission, group, committee or legislative body.

The exemptions from the tax provided by this section shall not, however, be allowed in cases of admissions to wrestling matches, prize fights or boxing, sparring or other pugilistic matches or exhibitions.

Upon request of the City's Finance Director, immediately after the event for which an exemption from admissions tax has been allowed, the treasurer or financial officer of the institution, society or organization for whose benefit such event was held shall file an itemized statement with the City's Director of Finance setting forth the amount of money actually received by such treasurer or financial officer, together with the expense of promoting and conducting such event. Such statement shall be used as a basis of subsequent requests for exemption from admissions tax for the benefit of such institution, society or organization; and if such statement shows a disproportionate expenditure for the promoting and conducting of such event in relation to the profits, if any, no such exemption shall thereafter be allowed to such institution, society or organization.

The exemptions from the tax provided by this section shall not be allowed to any institution, society or organization which does not control the sale of admissions to the event for which the exemption is requested; nor shall any exemption be allowed where talent, services or other items are the subject of compensation on a percentage basis if such percentage results in a payment in excess of the flat rate ordinarily charged for the same talent, services or other items.

882.04 PRICE TO BE MARKED ON TICKET.

The price (exclusive of any Federal or state tax to be paid by the person paying for admission) at which every admission ticket or card is sold shall be conspicuously and indelibly printed, stamped or written on the face or back of that part of the ticket which is to be taken back or acknowledged by the management of the theater, opera, sporting event or other place of amusement, together with the name of the vendor, if sold other than at a ticket office of the place of amusement, or otherwise reflected electronically in the case of an admission by electronic means or device.

882.05 COLLECTION OF TAX.

(a) Every person receiving any payment on which a tax is levied under this Chapter shall collect the amount of the tax imposed from the person making the admission payment, which shall be deemed to be held in trust by the person required to collect the same until paid to the City as herein provided. Any person required to collect the tax imposed under this Chapter who fails to collect the same, or having collected the same fails to remit the same to the City in the manner prescribed by this Chapter, whether such failure is the result of his/her own act or the result of acts or conditions beyond their control shall be guilty of a violation of this Chapter, and shall be personally liable to the City for the amount of such tax. No person shall fail to make the remittance as herein required.

(b) The tax imposed hereunder shall be collected at the time the admission charge is paid by the person seeking admission to any place and shall be reported and remitted by the person receiving the tax to the City in monthly installments and remittances therefor on or before the twentieth day of the month next succeeding the end of the monthly period in which the tax is collected or received. Payment or remittance of the tax collected may be made by check, unless payment or remittance is otherwise required by the City, but payment by check shall not relieve the person collecting the tax from liability for payment and remittance of the tax to the City unless the check is honored and is in the full and correct amount. The person receiving any payment for admissions shall make out a return upon such forms and setting forth such information as the City may require. Such forms shall show the amount of the tax upon admissions for which he/she is liable for the preceding monthly period. Such person shall sign and transmit the same to the City with a remittance for such amount. However, the Director may, at his/her discretion, require verified or notarized annual returns from any person receiving admission payments setting forth such additional information as deemed necessary to determine correctly the amount of tax collected and payable.

(c) Whenever any theater, circus, show, exhibition, professional sporting event, entertainment or amusement makes an admission charge which is subject to the tax herein levied and the same is of a temporary or transitory nature, of which the Director shall be the judge, the Director may require the report and remittance of the admission tax immediately upon the collection of the same, at the conclusion of the performance or exhibition, at the conclusion of the series of performances or exhibitions or at such other times as the Director determines. No person shall fail to comply with any requirement of the Director as to report and remittance of the tax.

(d) The books, records and accounts of any person collecting a tax herein levied shall, as to admission charges and tax collections, be at all reasonable times subject to examination and audit by the Director. If the tax imposed by this Chapter is not paid when due, there shall be added, as part of the tax, interest at the rate of one percent (1%) per month from the time the tax becomes due until paid.

882.06 CERTIFICATE OF REGISTRATION REQUIRED.

Any person conducting or operating any place for entrance to which an admission charge is made shall, on a form prescribed by the Director, make application to and procure from the Director a Certificate of Registration, the annual fee for which shall be ten dollars (\$10.00). Such Certificate shall continue valid until December 31 of the year in which the same is issued. Such Certificate or duplicate original copies thereof to be issued by the Director without additional charge, shall be posted in a conspicuous place in each ticket or box office where tickets of admission are sold.

882.07 CERTIFICATE OF REGISTRATION IN CASE OF TEMPORARY OR TRANSITORY AMUSEMENT.

Whenever a Certificate of Registration is obtained for the purpose of operating or conducting a temporary or transitory amusement, entertainment, sporting event, or exhibition by persons who are not the owners, lessees or custodians of the building, lots or places where the amusement is to be conducted, the tax imposed by this Chapter shall be reported and remitted as provided in Section 882.05 by the owner, lessee or custodian, unless paid by the person conducting the place. The applicant for a Certificate of Registration for such purpose shall furnish with the application therefor the name and address of the owner, lessee or custodian of the premises upon which the amusement or event is to be conducted, and such owner, lessee or custodian shall be notified by the City of the issuance of such Certificate and the joint liability for collection and remittance of such tax.

882.08 TAXES A LIEN.

The taxes imposed by this Chapter shall be a lien upon all of the property of any person required to collect and pay, or to pay the same. If the person ceases business for any reason or sells the business, then such person shall be required to make out the return provided for under this chapter within thirty (30) days after the date of sale of such business or retirement therefrom, and the successor in business shall be required to withhold a sufficient amount of the purchase money to cover the amount of such taxes so collected and unpaid, together with interest, if any, until such time as the former owner produces a receipt from the City showing that the taxes have been paid or a certificate that no taxes are due. If the purchaser of a business fails to withhold purchase money as above provided and the taxes so collected are due and unpaid after the thirty (30) day period allowed, the purchaser shall be liable for the payment of the taxes collected and unpaid on account of the operation of the business by the former owner, together with interest, as provided by this Chapter.

The lien for unpaid taxes herein imposed shall not become effective until such time as the City certifies to the Fiscal Officer of Cuyahoga County the amount of delinquent

taxes and such certification is placed on record by the Fiscal Officer of Cuyahoga County in a book maintained for that purpose.

882.09 RULES AND REGULATIONS.

The Director is hereby authorized to adopt rules and regulations not inconsistent with the provisions of this Chapter for carrying out and enforcing the payment, collection and remittance of the tax herein levied. A copy of such rules and regulations shall be published on the City's website at least once before they become effective and copies shall be printed and made available in the office of the Director and/or the City Clerk of Council. No person shall fail or refuse to comply with any such rules or regulations.

882.10 AUTHORITY TO COMPEL PRODUCTION OF RECORDS.

The Director is hereby authorized to order any person presumed to have knowledge of the facts to appear before him or her and may examine such person, under oath, concerning any tax which was or should have been reported for admissions tax purposes or any transaction tending to affect such tax, and for this purpose may compel the production of books, papers, records and other information and the attendance of all persons before him or her, whenever he or she believes such persons have knowledge pertinent to any inquiry of any admissions tax charged, collected or received or required to have been charged, collected or received.

882.11 REFUSAL TO PRODUCE RECORDS.

The refusal to produce books, papers, records and other information, or the refusal to submit to the examination authorized by Section 882.10 by any person charged with the duty of charging, collecting and/or remitting the tax, or by any officer, agent or employee of a person charged with such duty, or the failure of any person to comply with the provisions of Section 882,10 or with an order of the Director authorized hereby, shall be deemed a violation of this Chapter punishable in accordance with Section 882.99.

882.12 TAXPAYER REQUIRED TO RETAIN RECORDS.

Each person responsible for collecting and/or remitting the admissions tax imposed under this Chapter shall retain all records to compute the admissions tax liability for a period of five (5) years from the date the admissions tax return is filed or the admissions tax is paid.

882.13 APPEALS.

Appeals from any ruling of the Director under the provisions of this Chapter shall be made to the City's Board of Tax Review, in writing, not more than forty-five (45) days after the date of such ruling. Council shall have authority to annul, modify or affirm any such ruling appealed from, in conformity with the intent and purpose of this Chapter.

882.14 DISPOSITION OF MONEYS RECEIVED.

The moneys received under the provisions of this Chapter shall be credited to the General Fund of the City.

882.15 EFFECTIVE DATE.

The tax herein levied and imposed shall be collected and paid on and after July 1, 2016.

882.16 CONFIDENTIAL REPORTS.

All returns and information relating to the business of any person required to collect the tax imposed by this Chapter and coming into the possession of the City, its agents and employees shall be held confidential. No person shall make any disclosure thereof unless ordered to do so by a court of competent jurisdiction. However, the Director may furnish the United States Internal Revenue Service, Department of the Treasury, with copies of returns filed if so requested; or disclose such information required in connection with the performance of his/her official duties or the official business of the City of Strongsville as authorized by this Chapter.

882.99 PENALTIES.

(a) Whoever violates any of the provisions of this Chapter except for Section 882.16 for which no penalty is otherwise provided, shall be guilty of a misdemeanor of the second degree and shall be fined not more than Seven Hundred Fifty Dollars (\$750.00) and imprisoned for a term of up to three (3) months, or both.

(b) Whoever violates Section 882.16, shall be guilty of a misdemeanor of the first degree and shall be fined not more than One Thousand Dollars (\$1,000.00) or imprisoned not more than six (6) months, or both. In addition, if the individual who commits the violation is an employee or official of the City of Strongsville, the individual also is subject to dismissal from office or discharge from employment, and, in any event, shall be disqualified from participating in the assessment or collection of taxes under this Chapter.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 060

By: Mayor Perciak and Mr. Short

AN ORDINANCE REQUESTING PARTICIPATION IN OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES CONTRACTS FOR THE PURCHASE AND INSTALLATION OF VARIOUS FITNESS EQUIPMENT FOR USE BY THE RECREATION DEPARTMENT OF THE CITY; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO DO ALL THINGS NECESSARY TO ENTER INTO AN AGREEMENT IN CONNECTION THEREWITH; AND DECLARING AN EMERGENCY. [Life Fitness/G&G]

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

WHEREAS, based upon recommendation of the City's Director of Recreation & Senior Services, this Council wishes to take advantage of that opportunity in connection with the purchase and installation of various fitness equipment (Schedule No. 800300, Index No. STS-650) for use by the Recreation Department at the Walter F. Ehrnfelt Recreation and Senior Center.

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

Section 1. That the Mayor be and is hereby authorized and directed to request authority in the name of the City of Strongsville to participate in the Ohio Department of Administrative Services contract, which the Department has entered into pursuant to Revised Code Section 5513.01(B) with **LIFE FITNESS**, through the authorized dealer, **G & G FITNESS EQUIPMENT, INC.**, for the purchase and installation of various fitness equipment for use by the Recreation Department of the City in the amount of \$43,306.00, as set forth on the proposal attached hereto as Exhibit "A," and incorporated herein by reference.

Section 2. That the City of Strongsville hereby agrees to be bound by the terms and conditions prescribed by the Director of Administrative Services for such purchase and to directly pay the vendor, under each such contract of the Ohio Department of Administrative Services in which the City participates for items it receives pursuant to the contract.

Section 3. That the Mayor and Director of Finance be and are hereby authorized to enter into and execute such agreements and documents as may be necessary to participate in the Ohio Department of Administrative Services Cooperative Purchasing Program.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 060

Page 2

Section 4. That the funds for the purposes of this Ordinance have been appropriated and shall be paid from the Recreation Capital Improvement Fund.

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

Section 6. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare, and for the further reason that it is immediately necessary to participate in the purchase of such fitness equipment, in order to update and improve the operation of the Walter F. Ehrnfelt Recreation and Senior Center of the City for the benefit and safety of its residents and visitors to the Center, to maintain continuity of operations, 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	_____	_____
Schonhut	_____	_____
Short	_____	_____
Southworth	_____	_____

Attest: _____
Clerk of Council

ORD. No. 2016-060 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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



7350 Transit Road
Williamsville, NY 14221

Quote # 934205
Rep: JPOLACEK
Date: 2016-03-15

Commercial Consultant: James Polacek Phone: (440) 653-7026 Fax: (716) 204-2521

SOLD TO

Strongsville Rec. Center [Ta11029]
Attn: Accts. Payable
18100 Royalton Rd.
Strongsville, OH 44136
Contact 1: Ned Hamad 440-580-3260
Contact 2: 440-572-3503 (fax)

SHIP TO

Strongsville Rec. Center
Attn: Accts. Payable
18100 Royalton Rd.
Strongsville, OH 44136
Contact:
Email: ned.hamad@strongsville.org
Phone:
Fax:
Cell:

Description	Qty	Price	Ext. Price
Lf 95p Discover Se Powermill 16" Console Model: 95PE-DOMXX-01	2	\$8,469.00	\$16,938.00
Hammer Strength Select Pectoralfly Model: HS-PEC	1	\$2,295.00	\$2,295.00
Life Fitness Lat Pulldown Low Row Optima Series Model: OSLR	1	\$1,557.00	\$1,557.00
Life Fitness Optima Front & Rear Shroud Option Model: OS-SHROUD	1	\$125.00	\$125.00
Hammer Iso-lat Leg Ext Model: ILLE	1	\$1,610.00	\$1,610.00
Hammer Heavy Duty Power Rack 8ftelite Model: HDLPR	2	\$1,497.00	\$2,994.00
Hd Elite Combo Rack Short Single Storage -standard Model: HDLSTOR-SS-6201	2	\$687.00	\$1,374.00
Life Fitness Sumo Base Option For Power/multi Model: HDLMR-6002	2	\$322.00	\$644.00
Rotating Chin Up Option On Hd Elite Racks Model: HDLPU-6608	2	\$323.00	\$646.00
Top Band Pegs - Pair On Hd Elite Racks Model: HDLTBP	2	\$185.00	\$370.00
Bottom Sliding Band Pegs Pair On Hd Elite Racks Model: HDLSBP	2	\$239.00	\$478.00
Life Fitness Signature Multi-adj.bench Model: SMAB	5	\$737.00	\$3,685.00
Hammer Oly Incline Bench Model: OIB	1	\$711.00	\$711.00
Hammer Oly. Decline Bench Model: ODB	1	\$711.00	\$711.00
Hammer Oly. Flat Bench Model: OFB	3	\$615.00	\$1,845.00
Hammer Oly Bench Weight Storage Add-on Model: OBWS	5	\$235.00	\$1,175.00
Jones Machine Club W/activebalance Bar Model: JCLUB-ABB	1	\$2,350.00	\$2,350.00

Estimated Lead Time: Cardio lead times are approximately 4 weeks, Strength lead times are approximately 12 weeks, Custom logo lead times 12-16 weeks.
Requirements: All treadmills require a 120 volt 20 amp dedicated outlet (NEMA 5-20R receptacle). 220 volt treadmills are special order

Delivery/Assembly	\$3,798.00
Taxable Subtotal	\$43,306.00
Sales Tax 0%	\$0.00
TOTAL	\$43,306.00



and require an 8 week lead time.

Desired Delivery Date: _____

Frame Color: _____

Upholstery Color: _____

Power Cord Length: _____

Ground Floor Delivery: _____

Door Size: _____

Lift Gate: _____

Comments:

STATE CONTRACT

Schedule Number: 600300

Index Number: STS650

Vendor OAKS Contract ID: 600300-4

Terms and Conditions

Please select the payment terms desired:

_____ Pre-paid: 50% (or more) of total invoice due as down-payment when order is placed. Balance due prior to scheduling delivery.

_____ (Initials)

_____ Net _____ Days: On approved credit or government purchase order. Full payment will be due on or before the the specified number of days.

_____ (Initials)

1. Any and all late payments will be assessed a 1.5% late fee charged on the remaining outstanding balance. Additional late fee charges will accrue thereafter at a rate of 1.5% per 10 day period. Orders with Pre-pay or COD terms will be effectively due on day of delivery for purposes of late charge calculations.
2. If partial deliveries are accepted by the customer, payment for those items is due as they are delivered, per the terms of the sale.
3. G&G Fitness reserves the right to reacquire any equipment equal to the dollar amount owed should late payments exceed 14 days or if regular payment schedules are defaulted at any time.
4. Any and all attorney's fees and other agency fees that may result from non-payment will be charged to the party in default and may be subject to all applicable late fees and charges.
5. Terms and Conditions of sale which appear on purchaser's documents (including purchase orders) and which are inconsistent with these terms shall be voided.
6. Orders canceled after shipment (or after production starts for built-to-order products) are subject to a 20% restocking fee.
7. Delays in delivery at customer request are subject to storage fees of \$10 per month per piece.
8. Customers with sites located beyond twenty-five miles from our nearest service depot may be responsible for additional travel charges for service on equipment even when covered under a manufacturer's labor warranty.
9. Orders over ten thousand dollars paid with a credit card will incur a 2% convenience fee.

Customer Approval Signature

Date

--	--

Quote Valid for 30 Days

By signing you affirm that you are authorized to enter into a purchase agreement on behalf of the aforementioned organization and that you have read and agreed to all specifications, terms and conditions.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 061

By: Mayor Perciak and Mr. Short

AN ORDINANCE REQUESTING PARTICIPATION IN OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES CONTRACTS FOR THE PURCHASE AND INSTALLATION OF VARIOUS FITNESS EQUIPMENT FOR USE BY THE RECREATION DEPARTMENT OF THE CITY; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO DO ALL THINGS NECESSARY TO ENTER INTO AN AGREEMENT IN CONNECTION THEREWITH; AND DECLARING AN EMERGENCY. [Star Trac/S&K]

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

WHEREAS, based upon recommendation of the City's Director of Recreation & Senior Services, this Council wishes to take advantage of that opportunity in connection with the purchase and installation of various Stairmaster equipment, spinning bikes and barbell equipment (Schedule No. 800351, Index No. STS-650) for use by the Recreation Department at the Walter F. Ehrnfelt Recreation and Senior Center.

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

Section 1. That the Mayor be and is hereby authorized and directed to request authority in the name of the City of Strongsville to participate in the Ohio Department of Administrative Services contract, which the Department has entered into pursuant to Revised Code Section 5513.01(B) with **STAR TRAC**, through the authorized dealer, **S & K DESIGN FITNESS**, for the purchase and installation of various Stairmaster equipment, spinning bikes and barbell equipment, for use by the Recreation Department of the City in the amount of \$36,765.00, as set forth on the proposal attached hereto as Exhibit "A," and incorporated herein by reference.

Section 2. That the City of Strongsville hereby agrees to be bound by the terms and conditions prescribed by the Director of Administrative Services for such purchase and to directly pay the vendor, under each such contract of the Ohio Department of Administrative Services in which the City participates for items it receives pursuant to the contract.

Section 3. That the Mayor and Director of Finance be and are hereby authorized to enter into and execute such agreements and documents as may be necessary to participate in the Ohio Department of Administrative Services Cooperative Purchasing Program.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2016 – 061
Page 2

Section 4. That the funds for the purposes of this Ordinance have been appropriated and shall be paid from the Recreation Capital Improvement Fund.

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

Section 6. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare, and for the further reason that it is immediately necessary to participate in the purchase of such fitness equipment, in order to update and improve the operation of the Walter F. Ehrnfelt Recreation and Senior Center of the City for the benefit and safety of its residents and visitors to the Center, to maintain continuity of operations, 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	_____	_____
Schonhut	_____	_____
Short	_____	_____
Southworth	_____	_____

Attest: _____
 Clerk of Council

ORD. No. 2016-061 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

designFITNESS

equipment | sales | service

P.O. Box 398
Lewis Center, OH 43035
740-548-7033 - office
740-548-7044 - fax

Equipment Proposal

Proposal Number	Proposal Date
16156	3/11/2016

www.designfitness.net

Bill To:
Strongsville Recreation Center
Ned Hamad
18100 Royalton Rd.
Strongsville, OH 44136

Ship To:
Strongsville Recreation Center
Ned Hamad
18100 Royalton Rd.
Strongsville, OH 44136

Product #	Product Description	Qty	Unit Price	Total
156005-LED	StairMaster TC5 TreadClimber 110V, 8A -LED Console	2	6,495.00	12,990.00T
600107	Stairmaster SMV-1,15.6" LED TV NTSC-ATSC-QAM, Dark Gray	2	875.00	1,750.00T
600103	Stairmaster SMV-1 Mounting Bracket (2 at No Charge)	0	199.00	0.00T
160003	Stairmaster AirFit Bike	4	1,500.00	6,000.00T
JacobsLadder	Jacobs Ladder	1	3,495.00	3,495.00T
BB-10	Troy 10 Pr. Horizontal Barbell Rack	2	375.00	750.00T
tsb-20-110R	Troy 12 Sided Solid Premium Rubber Fixed Straight Barbells, 20lb thru 110lb, 10lb Increments	1	1,495.00	1,495.00T
TZB-20-110R	Troy 12 Sided Solid Premium Rubber Curl Barbell, 20lb thru 110lbs, 10 lb increments	1	1,495.00	1,495.00T
9-7200-MUNBPO	StarTrac eSpinner	2	3,295.00	6,590.00T
Freight	Freight, Setup & Installation		2,200.00	2,200.00T
	Stairmaster Treadclimber Warranty: 5 years parts & labor on Drive Motor & Motor Control Board 3 years parts & labor on all other mechanicals			
	Stairmaster Airfit Bike Warranty: 3 years parts & labor			
	Jacobs Ladder Warranty: 4 years parts, 1 year labor			
	StarTrac eSpinner Warranty: 3 years parts & Labor			
	Troy Barbell Warranty: Limited 10-year warranty against breakage and 1-year warranty against manufacture defects. This warranty does not cover rubber loss due to chipping or cracking. The lifetime breakage warranty will only cover the actual breaking of a weight plate or handle under normal commercial use.			
	NOTE Extended warranties are available upon your request			
	Lease Option 36 Monthly payments: \$1,128.00 thru \$1,259.00			

Terms: Net 15 After Delivery

Subtotal
Sales Tax (0.0%)
Total

Sales Representative

Katie Easterday

Customer Signature and Date

- *Please accept this signed quotation as a purchase order and acceptance of the price, terms and conditions above.
- *All commercial treadmills require a 20 amp, 110v, dedicated circuit.
- *Please specify frame and upholstery color if ordering strength equipment.
- *Installation delays over 2 months are subject to storage fees.

Proposal Expires On

4/11/2016

designFITNESS

equipment | sales | service

P.O. Box 398
 Lewis Center, OH 43035
 740-548-7033 - office
 740-548-7044 - fax

Equipment Proposal

Proposal Number
 16156

Proposal Date
 3/11/2016

www.designfitness.net

Bill To:
 Strongsville Recreation Center
 Ned Hamad
 18100 Royalton Rd.
 Strongsville, OH 44136

Ship To:
 Strongsville Recreation Center
 Ned Hamad
 18100 Royalton Rd.
 Strongsville, OH 44136

Product #	Product Description	Qty	Unit Price	Total
	48 Monthly payments: \$876.00 thru \$1,026.00 60 Monthly payments: \$726.00 thru \$858.00 Monthly payments are subject to change upon credit approvals			

Terms: Net 15 After Delivery

Sales Representative

Natie Easterday

Customer Signature and Date

Subtotal	\$36,765.00
Sales Tax (0.0%)	\$0.00
Total	\$36,765.00

- *Please accept this signed quotation as a purchase order and acceptance of the price, terms and conditions above.
- *All commercial treadmills require a 20 amp, 110v, dedicated circuit.
- *Please specify frame and upholstery color if ordering strength equipment.
- *Installation delays over 2 months are subject to storage fees.

Proposal Expires On

4/11/2016

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 062

By: Mayor Perciak and Mr. Short

AN ORDINANCE REQUESTING PARTICIPATION IN OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES CONTRACTS FOR THE PURCHASE AND INSTALLATION OF VARIOUS FITNESS EQUIPMENT FOR USE BY THE RECREATION DEPARTMENT OF THE CITY; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO DO ALL THINGS NECESSARY TO ENTER INTO AN AGREEMENT IN CONNECTION THEREWITH; AND DECLARING AN EMERGENCY. [Cybex]

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

WHEREAS, based upon recommendation of the City's Director of Recreation & Senior Services, this Council wishes to take advantage of that opportunity in connection with the purchase and installation of five (5) Total Body Arc Trainers, a T-Bar rowing machine, and two (2) Bent Leg Abdominal Boards (Schedule No. 800260, Index No. STS-650) for use by the Recreation Department at the Walter F. Ehrnfelt Recreation and Senior Center.

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

Section 1. That the Mayor be and is hereby authorized and directed to request authority in the name of the City of Strongsville to participate in the Ohio Department of Administrative Services contract, which the Department has entered into pursuant to Revised Code Section 5513.01(B) with **CYBEX INTERNATIONAL, INC.**, for the purchase and installation of five (5) Total Body Arc Trainers, a T-Bar rowing machine, and two (2) Bent Leg Abdominal Boards, for use by the Recreation Department of the City in the amount of \$44,878.97, as set forth on the proposal attached hereto as Exhibit "A," and incorporated herein by reference.

Section 2. That the City of Strongsville hereby agrees to be bound by the terms and conditions prescribed by the Director of Administrative Services for such purchase and to directly pay the vendor, under each such contract of the Ohio Department of Administrative Services in which the City participates for items it receives pursuant to the contract.

Section 3. That the Mayor and Director of Finance be and are hereby authorized to enter into and execute such agreements and documents as may be

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 - 062

Page 2

necessary to participate in the Ohio Department of Administrative Services Cooperative Purchasing Program.

Section 4. That the funds for the purposes of this Ordinance have been appropriated and shall be paid from the Recreation Capital Improvement Fund.

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

Section 6. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare, and for the further reason that it is immediately necessary to participate in the purchase of such fitness equipment, in order to update and improve the operation of the Walter F. Ehrnfelt Recreation and Senior Center of the City for the benefit and safety of its residents and visitors to the Center, to maintain continuity of operations, 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	_____	_____
Schonhut	_____	_____
Short	_____	_____
Southworth	_____	_____

Attest: _____
Clerk of Council

ORD. No. 2016-062 Amended: _____

1st Rdg. _____ Ref: _____

2nd Rdg. _____ Ref: _____

3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____

Adopted: _____ Defeated: _____



<p>For questions, contact your Cybex representative: Dale Fogg 2313 McAleer Road Sewickley, PA 15143 Tel: (724) 759-1002 Fax: (412) 202-5073 Email: dfogg@cybexintl.com</p>	<p>Send purchase orders/deposits to: Cybex Sales Operations Stacey Sheppard 10 Trotter Drive Medway, MA 02053 Tel: (774) 324-8103 Fax: 800-878-8306 Email: ssheppard@cybexintl.com</p>
--	--

<p>Ship To Address: Strongsville Recreation Center 18100 Royalton Road Strongsville, OH 44136 United States Tel: 4405803260</p>	<p>Sold To Address: Strongsville Recreation Center 18100 Royalton Road Strongsville, OH 44136 United States Tel: 4405803260</p>	<p>Bill To Address: Strongsville Recreation Center United States Tel: 4405803260</p>
---	---	--

Qty	Product Number	Product Description	List Price	GSA Price	Total Price
Cardio-Arc-770					
5	772AT GO	770AT Total Body Arc Trainer Cybex GO	\$11,645.00	\$6,987.00	\$34,935.00
AccuCode					
1	ACC-BSS-1	Basic Site Survey "The Basic Site Survey is an on-site visit to review the facility and help ensure a successful installation. This survey is required for wireless installations."	\$800.00	\$400.00	\$400.00
1	ACC-NPGW-1	Netpulse Media Gateway The gateway provides media caching and streaming services for local client devices.	\$1,950.00	\$975.00	\$975.00
1	ACC-GWN-1	Gateway Install On-site installation of a gateway and the associated switch by a qualified technician.	\$450.00	\$225.00	\$225.00
1	ACC-MR24AP-1	Meraki MR24 Access Point The Meraki MR24 wireless access point for high-bandwidth solutions.	\$2,900.00	\$1,450.00	\$1,450.00
1	ACC-APNF-1	Access Point Install - First AP "On-site installation of a single access point (first one) by a qualified technician. Installation includes a ceiling mount and a terminated cable run (up to 250 feet) to the network closet."	\$1,000.00	\$500.00	\$500.00
1	ACC-LIFT-1	On-Site Lift Charge On-site lift charge for installations with ceilings greater than 10 feet tall.	\$900.00	\$450.00	\$450.00
1	ACC-SW8P-1	8-Port POE Switch 8-port gigabit switch with Power over Ethernet (PoE). Intended for wireless installations. Supports up to 3 wireless access points.	\$700.00	\$350.00	\$350.00
Plate Loaded					
1	16280	T-Bar Row	\$1,475.00	\$995.00	\$995.00
Free Weight					



Quote #: CY00103294
 Expires on: 04/20/2016



Date Created: 03/15/2016

Qty	Product Number	Product Description	List Price	GSA Price	Total Price
2	16171	Bent Leg Abdominal Board	\$1,695.00	\$1,069.00	\$2,138.00

List Price Total:	\$71,790.00
Package Discount:	(\$29,372.00)
Product Total:	\$42,418.00
Delivery:	\$2,460.97
Tax:	\$0.00
Total Amount:	\$44,878.97

Delivery Method:	Inside Delivery No Installation
National Account:	GSA GS-07F-9211G
Notes:	<p>All prices quoted are in US dollars</p> <p>Financing Options are available through Life Fitness Leasing. For more information, please contact Michelle Caruso at 847-268-3620 or michelle.caruso@lifefitness.com</p> <p>As of April 1, 2012 all Cybex cardiovascular training equipment sold to GSA accounts will be supported by a three years parts and labor warranty from the date of installation. This warranty supersedes all other warranties that may be published.</p>



Cybex Order Instructions: the information below is required to process your order

Equipment Options - Cardio

Standard Frame Color	Premium Frame Color <i>\$100 per piece upgrade</i>	Exclusive Frame Color <i>\$200 per piece upgrade</i>	Exclusive Plus Frame Color <i>\$500 per piece upgrade</i>	Custom Frame Color <i>\$100 per piece upgrade</i>
<input type="checkbox"/> Cumulus White <i>(White Texture)</i>	<input type="checkbox"/> Quartz White	<input type="checkbox"/> Pamplona Red	<input type="checkbox"/> Monte Carlo Red	<input type="checkbox"/> <div style="border: 1px solid black; width: 150px; height: 50px; margin: 5px;"></div> Manufacturer Name and ID #
<input type="checkbox"/> Platinum Sparkle	<input type="checkbox"/> Cayenne Red	<input type="checkbox"/> Graphite Black		
<input type="checkbox"/> Black Chrome	<input type="checkbox"/> Mojave Brown	<input type="checkbox"/> Silicon Silver		
<input type="checkbox"/> Nightstorm Black <i>(Black Texture)</i>		<input type="checkbox"/> Denali Brown		
<input type="checkbox"/> Arctic White <i>(White Gloss)</i>				
<input type="checkbox"/> Eclipse Black <i>(Black Gloss)</i>				
<input type="checkbox"/> Metallone Gold				

Cardio Electrical Requirements

- 115V 60Hz
- 220V 60Hz
- 220V 50Hz international

Equipment Options - Strength

Standard Frame Color	Premium Frame Color <i>\$100 per piece upgrade</i>	Exclusive Frame Color <i>\$200 per piece upgrade</i>	Exclusive Plus Frame Color <i>\$500 per piece upgrade</i>	Custom Frame Color <i>\$100 per piece upgrade</i>
<input type="checkbox"/> Cumulus White <i>(White Texture)</i>	<input type="checkbox"/> Quartz White	<input type="checkbox"/> Pamplona Red	<input type="checkbox"/> Monte Carlo Red	<input type="checkbox"/> <div style="border: 1px solid black; width: 150px; height: 50px; margin: 5px;"></div> Manufacturer Name and ID #
<input type="checkbox"/> Platinum Sparkle	<input type="checkbox"/> Cayenne Red	<input type="checkbox"/> Graphite Black		
<input type="checkbox"/> Black Chrome	<input type="checkbox"/> Mojave Brown	<input type="checkbox"/> Silicon Silver		
<input type="checkbox"/> Nightstorm Black <i>(Black Texture)</i>		<input type="checkbox"/> Denali Brown		
<input type="checkbox"/> Arctic White <i>(White Gloss)</i>				
<input type="checkbox"/> Eclipse Black <i>(Black Gloss)</i>				
<input type="checkbox"/> Metallone Gold				

Upholstery Colors

Upholstery Colors	Premium Upholstery <i>\$75 per piece upgrade</i>	Exclusive Upholstery <i>\$100 per piece upgrade</i>	Two Tone Exclusive Plus <i>\$150 per piece</i>	Custom Upholstery Color <i>\$75 per piece upgrade</i>
<input type="checkbox"/> Lava Rock <i>(Black)</i>	<input type="checkbox"/> Himalayan	<input type="checkbox"/> Caspian	<input type="checkbox"/> Casplan/Grand Prix	<input type="checkbox"/> <div style="border: 1px solid black; width: 150px; height: 50px; margin: 5px;"></div> Manufacturer Name and ID #
<input type="checkbox"/> American Beauty Red	<input type="checkbox"/> Lost Coast	<input type="checkbox"/> River Stone	<input type="checkbox"/> Caspian/Mayan	
<input type="checkbox"/> Burgundy	<input type="checkbox"/> Pacifica	<input type="checkbox"/> Bondi Beach	<input type="checkbox"/> Lost Coast/River Stone	
<input type="checkbox"/> Charcoal	<input type="checkbox"/> Serengeti	<input type="checkbox"/> Kona	<input type="checkbox"/> Kona/Gaicho	
<input type="checkbox"/> Crocus	<input type="checkbox"/> Mayan	<input type="checkbox"/> Sequoia	<input type="checkbox"/> Bellano/Bondi Beach	
<input type="checkbox"/> Dove Grey	<input type="checkbox"/> Gaucho		<input type="checkbox"/> Kona/Bondi Beach	
<input type="checkbox"/> Grotto	<input type="checkbox"/> Andes			
<input type="checkbox"/> Hunter Green	<input type="checkbox"/> Bellano			
<input type="checkbox"/> Navy				
<input type="checkbox"/> Royal Blue				
<input type="checkbox"/> Siera Azure				
<input type="checkbox"/> Siera Cranberry				
<input type="checkbox"/> Siera Wheat				
<input type="checkbox"/> Siera Suede				



Cybox Order Instructions: the information below is required to process your order

Delivery Details

Delivery Contact Name: _____ Telephone: _____

Requested Delivery Date: _____ (mm/dd/yyyy)

If this is for a grand opening, please specify opening date: _____ (mm/dd/yyyy)

Delivery Floor: _____

If your delivery is not on the ground floor please complete the following:

Number of Stairs: _____ Elevator: Y N Freight elevator: Y N Elevator Dimensions: _____ x _____ x _____ (L x W x H)

Will our delivery team be required to carry equipment upstairs? Y N

Doorway width: _____ (if multiple doorways, please specify the smallest doorway)

Delivery and installation charge detail: Strength / Arc Trainer Delivery: \$2,460.97

Strength / Arc Trainer Installation: _____

Treadmill / Cycle Delivery: _____

Treadmill / Cycle Installation: _____

Payment Options

Payment with Order: Payment by check at the time your order is placed qualifies for an additional 2% cash discount of \$848.36 Deduct this amount from your order total.

Credit Terms/Net 30: To apply for terms, please contact Cybex for a credit application.

Purchase Order: Purchase orders may require Cybex credit approval. Please forward your PO with a signed copy of this quote.

Lease: A copy of your lease must accompany this order. Financing Options are available through Life Fitness Leasing. For more information, please contact Michelle Caruso at 847-288-3620 or michelle.caruso@lifefitness.com.

50/50 Payment in Advance: A 50% deposit will reserve a manufacturing date for your order. The remaining 50% is due 10 days prior to shipment. 50/50 Terms are not available during short lead times or for Cardio only equipment orders. Please check with your Territory Manager for details.

Thank you for your order

All delivery times given prior to Cybex receiving a final order are subject to change and are estimates provided for information only. Cybex will not confirm any delivery dates until a final order has been received by Cybex.

By signing and dating this proposal, I agree to all the terms and conditions as stated in the Cybex terms and conditions of sale. I hereby confirm that this is an order and I am authorized to place orders on this account.

Name of Authorized Company Official Date (mm/dd/yyyy)

Authorized Signature \$44,878.97
Total Amount



AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST (catalog)
Sports, Promotional, Outdoor, Recreational, Trophies and Signs (SPORTS)
FSC Group 78, Part 1, Section A, Athletic and Recreation Equipment Indoor and Outdoor

FSC Class: 7830
Cage Code: 66504
CEC Number: 04326098D
Contract Number: GS-07F-9211G
Contractor: Cybex International, Inc.
10 Trotter Dr,
Medway, MA 02053
Telephone: 1-888-GO CYBEX (888-462-9239) or 1-508-533-4300
Fax: 1-508-533-5500
Contact: Paul Trammell, 1-774-324-8120
Contract Period: 01/01/2012 through 12/31/2017
Business Type and Size: Large Manufacturer SIC Code 3949
DUNS Number: 002036606
Federal ID Number: 11-1731581
Awarded Special Item Number (SIN): 192-08 Exercise, Fitness and Strength Training Equipment and Supplies
Maximum Order Limitation: None
Geographic Coverage: Worldwide
Point of Production: Medway, MA 02053 (Norfolk County)
Owatonna, MN 55060 (Steele County)
Discount: Government prices net per the attached schedule, discount previously deducted.
Quantity Discounts: None
Prompt Payment Terms: Net 30 Days
Government Credit Cards: Accepted
Discount for Payment by GCCC: None
Foreign Items: None
Time of Delivery: 50 days after receipt of order
F.O.B. Point(s): Origin: Medway, MA 02053 (Cardiovascular Products)
Origin: Owatonna, MN 55060 (Strength Products, ARC Crosstrainers)
Ordering Address: Same as contractor
Payment Address: P.O. Box 8500-1401
Philadelphia, PA 19178-1401
Electronic Payment Address: Wachovia Bank
600 Cuthbert Blvd.
Haddon Township, NJ 08108
Account Number: 200 001 298 8930
A.B.A. Number: 031-201-467
Account named under Cybex International
Warranty Provisions: Standard Commercial Warranty
Export Packing Charges: Contact Cybex for information
Terms and Conditions of Installation: Available on an Open Market Basis. Contact Cybex for information.



CYBEX INTERNATIONAL, INC. STANDARD TERMS AND CONDITIONS

1. **SELLER'S TERMS TO GOVERN:** This document, whether designated as a quote, offer, or sales acknowledgment, is an offer to sell made by Cybex International, Inc. ("Cybex" or "Seller"). Acceptance is expressly limited to the terms of Cybex's contract, and in the event that Buyer's acceptance or other response hereto states terms additional to or different from those set forth herein, this document shall be deemed a notice of objection to such additional or different terms and rejection thereof.
2. **PRICES:** Prices shown on quote are Seller's prices in effect on that date and are shown in U.S. dollars. Quotes shall expire in thirty (30) days unless otherwise noted thereon. Verbal price representations cannot supersede a written price quote. Seller reserves the right to correct any clerical or mathematical errors prior to Buyer acceptance. Shipments will be billed at prices stated on accepted orders unless delays have been initiated or requested by Buyer which shall entitle Seller to any and all additional costs and expenses resulting from the delay.
3. **TAXES AND DUTIES:** The price does not include any federal, state or local taxes, assessments or duties. Therefore, in addition to the price stated herein, any applicable sales, use or other taxes and government charges imposed by any governmental body upon the transaction shall be an additional charge and shall be the responsibility of the Buyer, unless the Buyer is exempt from such taxes and the Seller receives the Buyer's Certificate of Exemption prior to shipment.
4. **TERMS OF PAYMENT:** Unless the Seller's credit department has given the Buyer its prior written approval, the terms of payment are as they appear at the top of the quote or sales order documents. Seller reserves the right to require full or partial payment in advance of any shipment, or other payment arrangements whenever, in its judgment, the financial condition of Buyer does not justify shipment of the goods on the terms specified. If payment on the goods to Seller is in arrears, Seller shall have the right and option to withhold warranty rights, as outlined in the Cybex written Limited Warranty pertaining to each product or service sold or provided hereunder (the "Limited Warranty"), or to withhold service and parts. Buyer agrees to pay all costs of collections, specifically including but not limited to reasonable attorney's fees and all court costs.
5. **SHIPMENT:** All products are shipped F.O.B. or Ex-Works from origin, unless otherwise specified. The title of the equipment passes to Buyer upon receipt of full payment. Buyer is responsible for any loss or damage to shipments after leaving the point of manufacture. Buyer is responsible for recording any shortages, damages or losses on the Delivery Receipt at the time of delivery. A copy of Buyer's Delivery Receipt must be forwarded to the Cybex Customer Service Department, at the address identified in paragraph 10 hereof, when damage or losses are claimed. All concealed damage, or damage not apparent until the equipment is unpacked and examined, must be reported to the Cybex Customer Service Department at the address or telephone number identified in paragraph 10 hereof within 48 hours of delivery. All concealed damage claims must be made within fifteen (15) days from the delivery date. Buyer is responsible for notifying the Carrier to perform an inspection of the damages before the close of business on the fifteenth day after delivery. All packaging materials must be kept available by Buyer for the inspection. Failure to report a concealed damage claim as outlined above will affect Buyer's ability to fully recover damages from the Carrier and will result in Buyer assuming any costs incurred for replacing or repairing the damage.
6. **BIDS AND PERFORMANCE BONDS:** Any or all administrative and handling charges that may occur over and above the prices quoted will be assumed by Buyer.
7. **INSTALLATION:** Seller is responsible for installation of the equipment, except as otherwise provided herein or requested by Buyer. Installation includes unpacking, assembly, cleaning, lubricating and complete operational check of equipment. It does not include the anchoring or fastening to floor or adjacent structures. Buyer is responsible for all anchoring. It does not include the relocation or removal of existing equipment. It does not include removal of the packing material off-site. Unless otherwise specifically provided in writing, Buyer has full responsibility for assuring the Carrier places the equipment in its final use location. Shipping and handling charges cover trucking and placement of equipment in any predetermined location in your facility or home. Buyer will assume all costs and expenses incurred as a result of deliveries requiring the equipment to be carried more than 100 feet from the closest point accessible by a commercial tractor trailer or those deliveries requiring the use of a hoist, other special equipment, services or additional manpower. Buyer will assume all costs and expenses associated with transportation, storage, manpower, and waiting time for the equipment that is delivered to the requested location when delivery cannot be accepted for any reason.
8. **DELIVERY:** Any delivery date stated under this contract is the Seller's best estimate and is based upon prompt receipt of all necessary information and payment from Buyer. Seller makes no guarantee of delivery by such date and shall have no liability or other obligation for failure to deliver on such date, regardless of cause, unless expressly stated otherwise. Seller shall have no liability or other obligation hereunder if its performance is delayed or prevented to any extent by any event such as, but not limited to, any act of God, strike or work stoppage, fire, flood, accident, allocation or other controls of the Government authorities, shortage of transportation, fuel, material and labor, or any other cause beyond the Seller's reasonable control.
9. **CANCELLATION or ALTERATION:** No order may be canceled or altered after the mailing of the sales acknowledgment unless agreed to by Seller. Cancellation or alteration of orders, if agreed to by Seller, will obligate Buyer to pay to Seller a handling charge of 25% of the sales order amount plus any and all expenses incurred and damages sustained by Seller to return the product to the point of manufacture. Custom orders obligate Buyer to pay Seller 100% of the sales order amount plus any and all expenses sustained by Seller to return the product to the point of manufacture. Seller will make every reasonable effort to ship by the estimated date, but failure to do so shall not be cause for cancellation.
10. **RETURNED GOODS:** When agreed to by Seller, Buyer may return products with a Return Authorization Number, obtainable by writing to Cybex International, Inc., Attn: Customer Service Department, 10 Trotter Drive, Medway, MA 02053 or by calling the Customer Service Department at 1-888-GO-CYBEX. Buyer's failure to obtain this Return Authorization Number will prevent Seller from being liable when the product is not accepted by Seller's receiving dock. Buyer must ship all returned products freight prepaid.
11. **PRODUCT AND QUOTATION CHANGES:** Seller reserves the right to change or revise specifications and product design in connection with any feature of Seller's products. Such changes do not entitle Buyer to corresponding changes, improvements, additions, or replacements for product previously sold or shipped. In addition, Seller reserves the right to change any products and/or prices quoted to a customer if the customer has not confirmed the quotation by placing an order with Seller and/or Seller believes that market conditions have changed since the quotation was made.
12. **INDEMNIFICATION:** Buyers agree to and do hereby indemnify and hold harmless Seller against all costs and expenses, including attorney's fees, damages, liabilities and judgments for personal injuries, including death, resulting from the use or misuse of Seller's products, the Buyer's failure to provide adequate instructions to individuals using the products, failure to provide required product maintenance, and/or failure to anchor product as provided in Seller's Owner's Manual, however caused or alleged to have been caused directly or indirectly by Buyer, its agents, officers, directors and employees.
13. **AMENDMENT, MODIFICATION or SUBSTITUTION:** This document, together with the Limited Warranty, shall contain the entire agreement between the parties. Any modifications thereof must be in writing and signed by Seller. No prior dealings of the parties or trade custom not embodied herein shall alter the interpretation or enforcement of this contract.
14. **DISCLAIMER OF WARRANTIES AND LIMITATION OF REMEDIES:** SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO GOODS OR SERVICES PROVIDED BY SELLER OTHER THAN THOSE SET FORTH IN THE APPLICABLE LIMITED WARRANTY. BUYER SHOULD CONSULT THE LIMITED WARRANTY FOR THE TERMS, CONDITIONS AND LIMITATIONS OF THE EXPRESS WARRANTY PROVIDED HEREUNDER. BUYER ACKNOWLEDGES AND AGREES THAT BUYER HAS RECEIVED A COPY OF THE LIMITED WARRANTY APPLICABLE TO THE PRODUCT OR PRODUCTS PURCHASED HEREUNDER. ADDITIONAL COPIES OF THE LIMITED WARRANTY MAY BE OBTAINED BY CALLING CYBEX CUSTOMER SERVICE TOLL FREE AT 1-888-GO-CYBEX. NO PERSON HAS AUTHORITY TO MAKE ANY STATEMENTS ABOUT THE PRODUCTS SOLD HEREUNDER AND SUCH STATEMENTS DO NOT CONSTITUTE WARRANTIES. SHALL NOT BE RELIED UPON BY THE BUYER, AND ARE NOT PART OF THESE STANDARD TERMS AND CONDITIONS, INCLUDING THE LIMITED WARRANTY INCORPORATED HEREIN. ALL WARRANTIES OTHER THAN THE WARRANTIES EXPRESSLY PROVIDED HEREIN AND IN THE LIMITED WARRANTY ARE SPECIFICALLY EXCLUDED. IN THE CASE OF NON-CONSUMER BUYERS, ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED. IN THE CASE OF CONSUMER BUYERS, THE DURATION OF ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS LIMITED TO THE DURATION OF THE EXPRESS WARRANTIES PROVIDED HEREIN AND IN THE APPLICABLE LIMITED WARRANTY. SELLER WILL NOT BE LIABLE FOR ANY DIRECT OR INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, LOSSES, OR EXPENSES, INCLUDING, BUT NOT LIMITED TO COMMERCIAL LOSSES, BUSINESS INTERRUPTION, OR DAMAGE TO PROPERTY OTHER THAN THE PRODUCT OR PRODUCTS SOLD HEREUNDER. Notice to Consumer Buyers: Some States do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Some States do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from State to State.
15. **ALTERNATIVE DISPUTE RESOLUTION FOR NON-CONSUMER BUYERS ONLY:** SELLER RESERVES THE RIGHT TO MANDATE ALTERNATIVE DISPUTE RESOLUTION TO SETTLE ANY OR ALL CLAIMS RESULTING FROM THIS SALES TRANSACTION. ALTERNATIVE DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED IN THE STATE OF MASSACHUSETTS ACCORDING TO THE COMMERCIAL RULES OF THE AMERICAN ARBITRATION ASSOCIATION. It is understood between the parties that damage to the product, ineffectiveness of the product, or other unintended consequences may result because of many factors including the manner of use or application of the product, all of which are beyond the control of the Seller. All such risks shall be assumed by the Buyer.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 063

By: Mayor Perciak and Mr. Short

AN ORDINANCE REQUESTING PARTICIPATION IN OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES CONTRACTS FOR THE PURCHASE AND INSTALLATION OF VARIOUS FITNESS EQUIPMENT FOR USE BY THE RECREATION DEPARTMENT OF THE CITY; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO DO ALL THINGS NECESSARY TO ENTER INTO AN AGREEMENT IN CONNECTION THEREWITH; AND DECLARING AN EMERGENCY. [Technogym]

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

WHEREAS, based upon recommendation of the City's Director of Recreation & Senior Services, this Council wishes to take advantage of that opportunity in connection with the purchase and installation of various cardio equipment to include fitness bikes and treadmills, and also strength training equipment (Schedule No. 800413, Index No. STS-650) for use by the Recreation Department at the Walter F. Ehrnfelt Recreation and Senior Center.

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

Section 1. That the Mayor be and is hereby authorized and directed to request authority in the name of the City of Strongsville to participate in the Ohio Department of Administrative Services contract, which the Department has entered into pursuant to Revised Code Section 5513.01(B) with **TECHNOGYM USA CORP.**, for the purchase and installation of various fitness bikes, treadmills, and strength training equipment for use by the Recreation Department of the City in the amount of \$278,876.10 for the cardio equipment, as set forth on the proposal attached hereto as Exhibit "A," and \$90,045.15 for the strength training equipment, as set forth on the proposal attached as Exhibit "B," and all incorporated herein by reference.

Section 2. That the City of Strongsville hereby agrees to be bound by the terms and conditions prescribed by the Director of Administrative Services for such purchase and to directly pay the vendor, under each such contract of the Ohio Department of Administrative Services in which the City participates for items it receives pursuant to the contract.

Section 3. That the Mayor and Director of Finance be and are hereby authorized to enter into and execute such agreements and documents as may be

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 063

Page 2

necessary to participate in the Ohio Department of Administrative Services Cooperative Purchasing Program.

Section 4. That the funds for the purposes of this Ordinance have been appropriated and shall be paid from the Recreation Capital Improvement Fund.

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

Section 6. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare, and for the further reason that it is immediately necessary to participate in the purchase of such fitness equipment, in order to update and improve the operation of the Walter F. Ehrnfelt Recreation and Senior Center of the City for the benefit and safety of its residents and visitors to the Center, to maintain continuity of operations, 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	_____	_____
Schonhut	_____	_____
Short	_____	_____
Southworth	_____	_____

Attest: _____
Clerk of Council

ORD. No. 2016-063 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

Your Wellness Business Partner



Technogym proposal for:
STRONGSVILLE RECREATION

Prepared by
Tom Varga

technogym.com



EXHIBIT A







Draft

PROPOSAL FOR STRONGSVILLE RECREATION

Customer Name	STRONGSVILLE RECREATION	Ref #	13310410 / 0001242190
Cust. Code	C03520	Date	STRONGSVILLE RECREATION - 30/01/2015
Contact	Ned Hamad	Expiry Date	03/15/16
Billing Address		Destination	04/14/16
Telephone			STRONGSVILLE RECREATION 18100 ROYALTON RD 44136 STRONGSVILLE USA
Technogym Ref.	Tom Varga tvarga@technogym.com	Ship to Customer Code	OH C03520

Equipment





Cardio Line

DESCRIPTION		Price	QTY	NET AMOUNT
SYNCHRO Excite+ Synchro 700 Power Supply: Multi-Voltage (110-220), Display: Unity, Reader: NFC+QR+TGS+USB+Bluetooth, Frame: Anthracite, Carter: Renault, TV: ATSC/QAM, Packaging: Oversea + American 110V Plug		9,295.00	9.00	51,029.55 9.00 x 5,669.95
Code: DA593VTAN00RA00U				
RECLINE Excite+ Recline 700 Power Supply: Multi-Voltage (110-220), Display: Unity, Reader: NFC+QR+TGS+USB+Bluetooth, Frame: Anthracite, Upholstery: Black, Carter: Renault, TV: ATSC/QAM, Packaging: Oversea + American 110V Plug		6,395.00	5.00	19,504.75 5.00 x 3,900.95
Code: DAD33VTANNARA00U				
BIKE Excite+ Bike 700 Power Supply: Multi-Voltage (110-220), Display: Unity, Reader: NFC+QR+TGS+USB+Bluetooth, Frame: Anthracite, Upholstery: Black, Carter: Renault, TV: ATSC/QAM, Packaging: Oversea + American 110V Plug		6,195.00	5.00	18,894.75 5.00 x 3,778.95
Code: DAC33VTANNARA00U				
STEP Excite+ Step 700 Power Supply: Multi-Voltage (110-220), Display: Unity, Reader: NFC+QR+TGS+USB+Bluetooth, Frame: Anthracite, Carter: Renault, TV: ATSC/QAM, Packaging: Oversea + American 110V Plug		6,995.00	3.00	12,800.85 3.00 x 4,266.95
Code: DA373VTAN00RA00U				





Draft

Cardio Line

DESCRIPTION		Price	QTY	NET AMOUNT
VARIO Excite+ Vario 700 Power Supply: Multi-Voltage (110-220), Display: Unity, Reader: NFC+QR+TGS+USB+Bluetooth, Frame: Anthracite, Carter: Renault, TV: ATSC/QAM, Packaging: Oversea + American 110V Plug Code: DAF33VTAN00RA00U		10,795.00	2.00	13,169.90 2.00 x 6,584.95
TOP Excite+ Top 700 Power Supply: Multi-Voltage (110-220), Display: Unity, Reader: NFC+QR+TGS+USB+Bluetooth, Frame: Anthracite, Carter: Renault, TV: ATSC/QAM, Packaging: Oversea + American 110V Plug Code: DA773VTAN00RA00U		6,995.00	2.00	8,533.90 2.00 x 4,266.95
TRADITIONAL SEAT TOP EXC Code: A0000371-ANNA		620.00	2.00	756.40 2.00 x 378.20
TOP'S PLATFORM KIT Code: A0000497		650.00	1.00	396.50 1.00 x 396.50
TREADMILL NOW Excite+ Treadmill Now Run Now 700 Power Supply: Extended Range UL, Display: Unity, Reader: NFC+QR+TGS+USB+Bluetooth, Frame: Anthracite, Carter: Renault, TV: ATSC/QAM, Packaging: Oversea + American 110V Plug Code: DAK8AVTAN00RA00U		11,595.00	20.00	141,459.00 20.00 x 7,072.95
Cardio Line Total Excl Tax		436,960.00	49	USD 266,545.60

Group Cycle

DESCRIPTION		Price	QTY	NET AMOUNT
GROUP CYCLE Group Cycle Market: Professional, Drive System: Belt, Localisation: Europe, Frame: Silver, Seat: Velo Model, Carter: Black Code: D91PBNE0-AA01NC		1,515.00	10.00	9,241.50 10.00 x 924.15
GROUP CYCLE Wireless Console Code: A0000488		190.00	10.00	1,159.00 10.00 x 115.90
Group Cycle Total Excl Tax		17,050.00	20	USD 10,400.50

Other Equipment

DESCRIPTION		Price	QTY	NET AMOUNT
Pick Up Fee Code: Y099		25.00	65.00	1,625.00 65.00 x 25.00



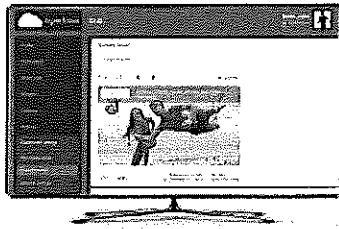
Draft

Other Equipment

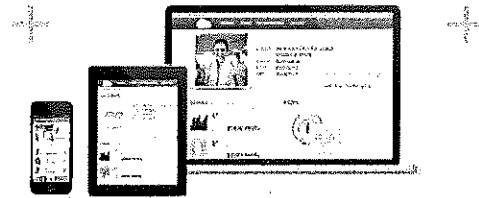
DESCRIPTION	Price	QTY	NET AMOUNT
Other Equipment Total Excl Tax	1,625.00	65	USD 1,625.00

MYWELLNESS START PACK

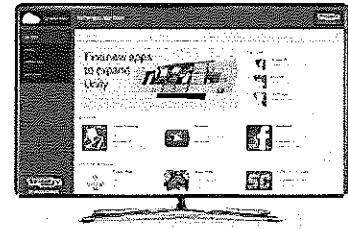
included when you purchase UNITY™



1. FACILITY ACCOUNT



2. MYWELLNESS® APP & MYWELLNESS.COM



3. TECHNOGYM APP STORE

Network

Mywellness Cloud Bundle

DESCRIPTION	Price	QTY	NET AMOUNT
mywellness Cloud Applications CPQPKG0017 - 2014	500.00		305.00
PROGRAM + 60 M Code: ENPPP0L60V0-A		1.00	
MW CLOUD START UP FEE Code: ATS800		1.00	
Mywellness Cloud Bundle Total Excl Tax	500.00	2	USD 305.00



Draft

Your Wellness Solution Value	
Gross Total Tax excl.	456,135.00
Discount	177,258.90
Net Total Tax excl.	278,876.10
Sales Tax	0.00 * Freight is not included in taxes calculation
Net Total Tax incl. (0%)	USD278,876.10
Ref #: 13310410 / 0001242190	Cust. Code: C03520
STRONGSVILLE RECREATION - 30/01/2015	

Proposal Terms

The pictures and any other figurative representations of products contained in this offer are purely an indication and may contain inaccuracies. More accurate information and details of the offered products are contained in the description section.

Payment			
Payment Method	Payment Term	%	Expiration Date
RCH - RCH - Cheque	AD1 - AD1 - Net 30	100.00	\$278,876.10

Delivery Terms

Customer Proposed Delivery Date: W/C: 06/07/16

Note (Field to be used in case of different proposal from the client)

General notes:

Please be informed that Technogym may not accept a proposed delivery date earlier than "11" weeks starting from the order acknowledgement and receipt of the full down payment, if applicable. Moreover, please also kindly note that the actual delivery time may vary due to seasonality reasons in the market. In any case, Technogym will confirm the applicable delivery date only on the order acknowledgement. Delivery date is intended as any of the days within the relevant week (week starts from Monday to Sunday).

Delivery Terms: FOB - F.O.B. Factory - Prepaid

This proposal reflects current sales tax. Any variance will be reported in the final invoice.

By submitting this Purchase Order to Technogym, the Customer agrees to the Technogym General Conditions of Sale herewith attached and to the Master Service Agreement published at docs.mywellness.com/msa/msa_487.pdf

Date _____ Signature of agreement _____

Name:

Tom Varga.....

Signature for acceptance

TECHNOGYM USA
 700 Route 46 East 2nd Floor Fairfield, NJ 07004
 Toll free: 800-804-0952
 Fax: 206-623-189B
 Email: info@technogymusa.com

Role:

STRONGSVILLE RECREATION

Date:



Draft

Additional Terms of Sale:

DDP customer location, freight and installation prepaid and added or EXW York PA with loading fees only added and prepaid. Other terms may be agreed upon between parties. Technogym may ship partial orders. Terms and Conditions of Sale which appear on purchaser's documents (including purchase orders) that are inconsistent with these terms shall be voided. Orders must be canceled 30 days before delivery date, or be subject to a restocking fee of 25% of the net value without T/I. No returns without prior consent of Technogym. Delays in delivery at customer request may result in storage fees. Invoice will issue upon shipment. Prices are good for 30 days. All invoices will be in U.S. dollars unless otherwise stated, and will reflect exchange rate at time of shipment. All products sold with limited warranty. Except for injunctive relief or judgment, parties agree to resolve any dispute by final, binding and non-appealable arbitration. Prevailing party is entitled to attorneys' fees and costs.

Limited Warranty:

- Visio and Unity Monitors: Touch Screen, iPod Electric and Electronic Parts - 2 years Parts, 2 year Labor.
- Cardio: Drive Motor and Shock Absorbers - 5 years Parts, 2 year Labor. Bearings, Elevation Motor, Electric and Electronic parts - 2 Years Parts, 2 year Labor.
- Deck and Belt (Cardio): 2 years Parts (or 15,000 miles whichever comes first), 2 year Labor.
- Strength: Structural Frame - 10 years Parts, 2 year Labor. Guide Rods, Cams and Pulleys - 3 years Parts, 2 year Labor. Bearings and Bushings - 2 years Parts, 2 year Labor.

Payment Terms:

Payment due in full, unless otherwise specified on this contract. Authorized purchase orders required for: Leases, Hospitals, Military, School Systems, Municipalities and Corporate Facilities. Proof of tax-exempt status required if applicable.

Acceptance:

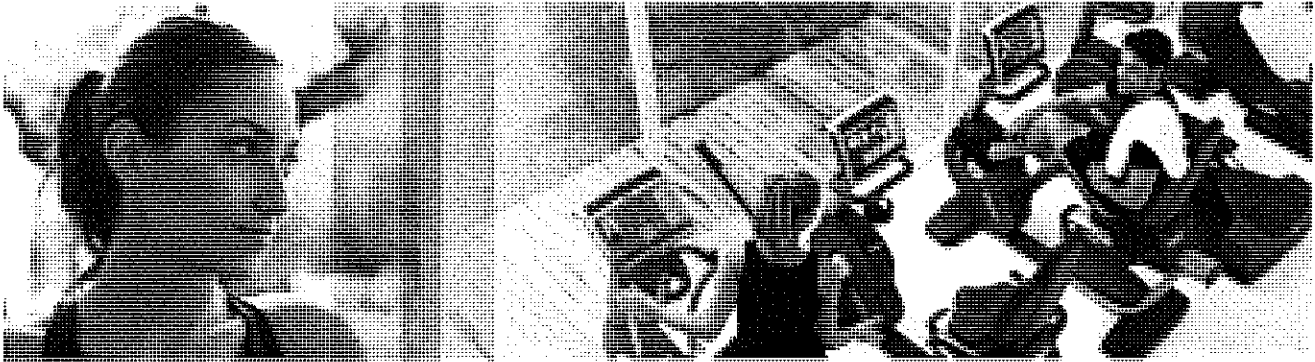
Customer Signature: _____

Name (Please Print): _____

Date: _____

I understand that my signature above constitutes acceptance of the terms and conditions of sale.

Your Wellness Business Partner



Technogym proposal for:
STRONGSVILLE RECREATION

Prepared by
Tom Varga

technogym.com



EXHIBIT B









Draft

PROPOSAL FOR STRONGSVILLE RECREATION


Customer Name	STRONGSVILLE RECREATION	Ref #	13310403 / 0001137875
Cust. Code	C03520	Date	STRONGSVILLE RECREATION - 30/01/2015
Contact	Ned Hamad	Expiry Date	03/15/16
Billing Address		Destination	STRONGSVILLE RECREATION 18100 ROYALTON RD 44136 STRONGSVILLE USA
Telephone			OH
Technogym Ref.	Tom Varga tvarga@technogym.com	Ship to Customer Code	C03520

Equipment

Strength Line

DESCRIPTION		Price	QTY	NET AMOUNT
SHOULDER PRESS PureStrength Shoulder Press Frame: Black, Arms: Silver, Upholstery: Black		3,345.00	1.00	2,040.45 1.00 x 2,040.45
Code: MG3500-NBABV0				
CHEST PRESS INCLINE PureStrength Chest Press Incline Frame: Black, Arms: Silver, Upholstery: Black		3,145.00	1.00	1,918.45 1.00 x 1,918.45
Code: MG1500-NBABV0				
CHEST PRESS PureStrength Chest Press Frame: Black, Arms: Silver, Upholstery: Black		3,145.00	1.00	1,918.45 1.00 x 1,918.45
Code: MG0500-NBABV0				
BICEPS PureStrength Biceps Frame: Black, Arms: Silver, Upholstery: Black		3,145.00	1.00	1,918.45 1.00 x 1,918.45
Code: MG6000-NBABV0				
SEATED DIP PureStrength Seated Dip Frame: Black, Arms: Silver, Upholstery: Black		3,145.00	1.00	1,918.45 1.00 x 1,918.45
Code: MG5500-NBABV0				
STANDING LEG CURL PureStrength Standing Leg Curl Frame: Black, Arms: Silver, Upholstery: Black		3,145.00	1.00	1,918.45 1.00 x 1,918.45
Code: MG7000-NBABV0				





Strength Line

DESCRIPTION		Price	QTY	NET AMOUNT
<p>CROSSOVER CABLES Element+ Crossover Cables Total Weight Stack: + 100Kg, Additional Weight: No Smart Pin, Isocontrol: No Isocontrol, Frame: Anthracite, Plastic: Grey, Packaging: Oversea Packaging - LB</p> <p><i>Fixing Type: floor/wall</i></p> <p>Code: MB93AN0-AN00GG0L</p>		5,390.00	2.00	6,575.80 2.00 x 3,287.90
<p>BRIDGE</p> <p>Code: A0000749-ANGG</p>		1,000.00	2.00	1,220.00 2.00 x 610.00
<p>CHEST PRESS Selection Chest Press Total Weight Stack: 30 Kg/60 lbs, Isocontrol: No Isocontrol, Frame: Anthracite, Upholstery: Black, Packaging: Oversea Packaging - LB</p> <p>Code: M97030-ANVL</p>		4,595.00	1.00	2,802.95 1.00 x 2,802.95
<p>PECTORAL MACHINE Selection Pectoral Machine Total Weight Stack: 30 Kg/60 lbs, Isocontrol: No Isocontrol, Frame: Anthracite, Upholstery: Black, Packaging: Oversea Packaging - LB</p> <p>Code: M91330-ANVL</p>		4,595.00	1.00	2,802.95 1.00 x 2,802.95
<p>SHOULDER PRESS Selection Shoulder Press Total Weight Stack: 30 Kg/60 lbs, Isocontrol: No Isocontrol, Frame: Anthracite, Upholstery: Black, Packaging: Oversea Packaging - LB</p> <p>Code: M96930-ANVL</p>		4,595.00	1.00	2,802.95 1.00 x 2,802.95
<p>DELTS Selection Delts Total Weight Stack: 30 Kg/60 lbs, Isocontrol: No Isocontrol, Frame: Anthracite, Upholstery: Black, Packaging: Oversea Packaging - LB</p> <p>Code: M99330-ANVL</p>		4,495.00	1.00	2,741.95 1.00 x 2,741.95
<p>ARM CURL Selection Arm Curl Total Weight Stack: 30 Kg/60 lbs, Isocontrol: No Isocontrol, Frame: Anthracite, Upholstery: Black, Packaging: Oversea Packaging - LB</p> <p>Code: M99230-ANVL</p>		4,495.00	1.00	2,741.95 1.00 x 2,741.95
<p>ARM EXTENSION Selection Arm Extension Total Weight Stack: 30 Kg/60 lbs, Isocontrol: No Isocontrol, Frame: Anthracite, Upholstery: Black, Packaging: Oversea Packaging - LB</p> <p>Code: M94530-ANVL</p>		4,495.00	1.00	2,741.95 1.00 x 2,741.95



Draft







Strength Line

DESCRIPTION		Price	QTY	NET AMOUNT
LEG PRESS Selection Leg Press Total Weight Stack: 60 Kg/120 lbs, Isocontrol: No Isocontrol, Frame: Anthracite, Upholstery: Black, Packaging: Oversea Packaging - LB Code: M95160-ANVL		6,895.00	1.00	4,205.95 1.00 x 4,205.95
LEG EXTENSION Selection Leg Extension Total Weight Stack: 30 Kg/60 lbs, Isocontrol: No Isocontrol, Frame: Anthracite, Upholstery: Black, Packaging: Oversea Packaging - LB Code: M99130-ANVL		4,495.00	1.00	2,741.95 1.00 x 2,741.95
LEG CURL Selection Leg Curl Total Weight Stack: 30 Kg/60 lbs, Isocontrol: No Isocontrol, Frame: Anthracite, Upholstery: Black, Packaging: Oversea Packaging - LB Code: M99030-ANVL		4,495.00	1.00	2,741.95 1.00 x 2,741.95
ROTARY CALF Selection Rotary Calf Total Weight Stack: 30 Kg/60 lbs, Isocontrol: No Isocontrol, Frame: Anthracite, Upholstery: Black, Packaging: Oversea Packaging - LB Code: M91530-ANVL		4,495.00	1.00	2,741.95 1.00 x 2,741.95
ABDUCTOR Selection Adductor Total Weight Stack: 30 Kg/60 lbs, Isocontrol: No Isocontrol, Frame: Anthracite, Upholstery: Black, Packaging: Oversea Packaging - LB Code: M91730-ANVL		4,495.00	1.00	2,741.95 1.00 x 2,741.95
ABDUCTOR Selection Abductor Total Weight Stack: 30 Kg/60 lbs, Isocontrol: No Isocontrol, Frame: Anthracite, Upholstery: Black, Packaging: Oversea Packaging - LB Code: M91830-ANVL		4,495.00	1.00	2,741.95 1.00 x 2,741.95
MULTI HIP Selection Multi Hip Total Weight Stack: 30 Kg/60 lbs, Isocontrol: No Isocontrol, Frame: Anthracite, Upholstery: Black, Packaging: Oversea Packaging - LB Code: M96730-ANVL		4,595.00	1.00	2,802.95 1.00 x 2,802.95
GLUTE Selection Glute Total Weight Stack: Standard, Isocontrol: No Isocontrol, Frame: Anthracite, Upholstery: Black, Packaging: Oversea Packaging - LB Code: M97900-ANVL		4,495.00	1.00	2,741.95 1.00 x 2,741.95




Draft

Strength Line

DESCRIPTION		Price	QTY	NET AMOUNT
ABDOMINAL CRUNCH Selection Abdominal Crunch Total Weight Stack: 30 Kg/60 lbs, Isocontrol: No Isocontrol, Frame: Anthracite, Upholstery: Black, Packaging: Oversea Packaging - LB Code: M95730-ANVL		4,495.00	1.00	2,741.95 1.00 x 2,741.95
TOTAL ABDOMINAL Selection Total Abdominal Total Weight Stack: 30 Kg/60 lbs, Isocontrol: No Isocontrol, Frame: Anthracite, Upholstery: Black, Packaging: Oversea Packaging - LB Code: M98330-ANVL		4,795.00	1.00	2,924.95 1.00 x 2,924.95
LOWER BACK Selection Lower Back Total Weight Stack: 30 Kg/60 lbs, Isocontrol: No Isocontrol, Frame: Anthracite, Upholstery: Black, Packaging: Oversea Packaging - LB Code: M95830-ANVL		4,495.00	1.00	2,741.95 1.00 x 2,741.95
ROTARY TORSO Selection Rotary Torso Total Weight Stack: 30 Kg/60 lbs, Isocontrol: No Isocontrol, Frame: Anthracite, Upholstery: Black, Packaging: Oversea Packaging - LB Code: M95030-ANVL		4,495.00	1.00	2,741.95 1.00 x 2,741.95
SET SHOULDER RESTS Code: A0000349-V		125.00	1.00	76.25 1.00 x 76.25
ROW PureStrength Row Frame: Black, Arms: Silver, Upholstery: Black Code: MG3000-NBABV0		3,145.00	1.00	1,918.45 1.00 x 1,918.45
LOW ROW Selection Low Row Total Weight Stack: 30 Kg/60 lbs, Isocontrol: No Isocontrol, Frame: Anthracite, Upholstery: Black, Packaging: Oversea Packaging - LB Code: M98030-ANVL		4,495.00	1.00	2,741.95 1.00 x 2,741.95
Strength Line Total Excl Tax		123,625.00	31	USD 75,411.25

Kinesis

DESCRIPTION		Price	QTY	NET AMOUNT
ONE Kinesis One Frame: Anthracite, Configuration: Grey, Plastic: Dark Grey Code: M5800-AN19GZ		11,995.00	2.00	14,633.90 2.00 x 7,316.95



Draft

Kinesis

DESCRIPTION	Price	QTY	NET AMOUNT
Kinesis Total Excl Tax	23,990.00	2	USD 14,633.90



Draft

Your Wellness Solution Value	
Gross Total Tax excl.	147,615.00
Discount	57,569.85
Net Total Tax excl.	90,045.15
Sales Tax	0.00 *Freight is not included in taxes calculation
Net Total Tax incl. (0%)	USD90,045.15
Ref #: 13310403 / 0001137875	Cust. Code: C03520
STRONGSVILLE RECREATION - 30/01/2015	

Proposal Terms

The pictures and any other figurative representations of products contained in this offer are purely an indication and may contain inaccuracies. More accurate information and details of the offered products are contained in the description section.

Payment			
Payment Method	Payment Term	%	Expiration Date
RCH - RCH - Cheque	AD1 - AD1 - Net 30	100.00	\$90,045.15

Delivery Terms
Customer Proposed Delivery Date: W/C: 06/07/16
Note (Field to be used in case of different proposal from the client)
<i>General notes:</i> Please be informed that Technogym may not accept a proposed delivery date earlier than "11" weeks starting from the order acknowledgement and receipt of the full down payment, if applicable. Moreover, please also kindly note that the actual delivery time may vary due to seasonality reasons in the market. In any case, Technogym will confirm the applicable delivery date only on the order acknowledgement. Delivery date is intended as any of the days within the relevant week (week starts from Monday to Sunday).
Delivery Terms: FOB - F.O.B. Factory - Prepaid

This proposal reflects current sales tax. Any variance will be reported in the final invoice.

Name:

Tom Varga.....

Signature for acceptance

TECHNOGYM USA
700 Route 46 East 2nd Floor Fairfield, NJ 07004
Toll free: 800-804-0952
Fax: 206-623-1898
Email: info@technogymusa.com

Role:

STRONGSVILLE RECREATION

Date:



Draft

Additional Terms of Sale:

DDP customer location, freight and installation prepaid and added or EXW York PA with loading fees only added and prepaid. Other terms may be agreed upon between parties. Technogym may ship partial orders. Terms and Conditions of Sale which appear on purchaser's documents (including purchase orders) that are inconsistent with these terms shall be voided. Orders must be canceled 30 days before delivery date, or be subject to a restocking fee of 25% of the net value without T/I. No returns without prior consent of Technogym. Delays in delivery at customer request may result in storage fees. Invoice will issue upon shipment. Prices are good for 30 days. All invoices will be in U.S. dollars unless otherwise stated, and will reflect exchange rate at time of shipment. All products sold with limited warranty. Except for injunctive relief or judgment, parties agree to resolve any dispute by final, binding and non-appealable arbitration. Prevailing party is entitled to attorneys' fees and costs.

Limited Warranty:

- Visio and Unity Monitors: Touch Screen, iPod Electric and Electronic Parts - 2 years Parts, 2 year Labor.
- Cardio: Drive Motor and Shock Absorbers - 5 years Parts, 2 year Labor. Bearings, Elevation Motor, Electric and Electronic parts - 2 Years Parts, 2 year Labor.
- Deck and Belt (Cardio): 2 years Parts (or 15,000 miles whichever comes first), 2 year Labor.
- Strength: Structural Frame - 10 years Parts, 2 year Labor. Guide Rods, Cams and Pulleys - 3 years Parts, 2 year Labor. Bearings and Bushings - 2 years Parts, 2 year Labor.

Payment Terms:

Payment due in full, unless otherwise specified on this contract. Authorized purchase orders required for: Leases, Hospitals, Military, School Systems, Municipalities and Corporate Facilities. Proof of tax-exempt status required if applicable.

Acceptance:

Customer Signature: _____

Name (Please Print): _____

Date: _____

I understand that my signature above constitutes acceptance of the terms and conditions of sale.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 064

By: Mayor Perciak and Mr. DeMio

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE PURCHASE OF ONE (1) NEW 2016 HARLEY-DAVIDSON POLICE MOTORCYCLE WITH BASIC APPURTENANCES FOR USE BY THE CITY'S POLICE DEPARTMENT; AND FURTHER AUTHORIZING THE MAYOR TO PURCHASE CERTAIN SUPPLEMENTAL SPECIALTY ITEMS, EQUIPMENT AND INSTALLATION OF ACCESSORIES NECESSARY TO PROPERLY OUTFIT THE NEW MOTORCYCLE.

WHEREAS, the Police Department is in need of one (1) new 2016 Harley-Davidson Police motorcycle; and

WHEREAS, after purchase of such new motorcycle, it must be outfitted with certain supplemental specialty items, equipment, and installation of additional accessories in order to render it fully operational for use by the Police Department; and

WHEREAS, a reliable local vendor recognized within the law enforcement community is able to provide the specific equipment and installation of accessories on an expedited basis at most advantageous prices; and

WHEREAS, the Police Department, therefore, recommends and seeks authority to proceed with such purchases and contracts.

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

Section 1. That this Council finds that the City's Police Department is in need of one (1) new 2016 Harley-Davidson Police motorcycle with basic appurtenances, which can be obtained most competitively through South East Harley-Davidson.

Section 2. That, for the reasons aforesaid, the Mayor be and is hereby authorized to enter into an agreement with **SOUTH EAST HARLEY-DAVIDSON** for the purchase of one (1) new 2016 Harley-Davidson Police motorcycle with basic appurtenances in the amount of \$18,823.49, as more fully set forth in Exhibit A, attached hereto and incorporated herein by reference, and in a form to be approved by the Law Director.

Section 3. That for the reasons aforesaid, this Council hereby further approves and authorizes the Mayor's entering into a contract with **PARR PUBLIC SAFETY EQUIPMENT**, in a total amount not to exceed \$6,199.00 for the purchase of various supplemental specialty items, equipment, and installation of additional accessories for

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 - 064

Page 2

the new Police motorcycle, as more fully set forth in Exhibit B, attached hereto and incorporated herein by reference.

Section 4. That the funds for the purposes of said contracts have been appropriated and shall be paid from the Emergency Vehicle 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 shall take effect and be in force from and after the earliest period allowed by law.

President of Council
Approved: _____
Mayor

Date Passed: _____ Date Approved: _____

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

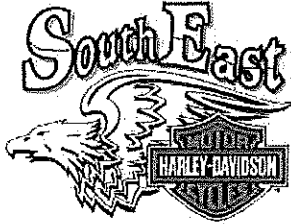
Attest: _____
Clerk of Council

ORD. No. 2016-064 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

1000000

SOUTH EAST HARLEY-DAVIDSON PURCHASE CONTRACT



23105 AURORA ROAD • BEDFORD HTS., OH 44146
 (440) 439-5300 • FAX (440) 439-2919
 www.southeastharley.com

PURCHASER CITY OF STRONGSVILLE
 ADDRESS 19638 ROYALTON RD
 CITY STRONGSVILLE STATE OH ZIP 44136
 RES. PHONE (440) 238-1048
 BUS. PHONE (440) 238-7371
 E-MAIL _____ SALESPERSON _____

PLEASE ENTER MY ORDER FOR THE FOLLOWING DESCRIBED MOTOR VEHICLE: NEW USED DEMO

VEHICLE SOLD: VEHICLE TRADED IN WILL BE:	MAKE	YEAR	MODEL	COLOR	STOCK NO.	SERIAL NO.
	H-D	2016	FLHP		N/A	N/A
ODOMETER MILEAGE ON VEHICLE BEING PURCHASED: _____	0			<input type="checkbox"/> ACCURATE <input type="checkbox"/> NOT ACCURATE		DOES THE TRADE HAVE A SALVAGE VEHICLE HISTORY? <input type="checkbox"/> YES <input type="checkbox"/> NO
MILEAGE ON TRADE IN: _____				<input type="checkbox"/> ACCURATE <input type="checkbox"/> NOT ACCURATE		

DEPOSIT RECEIPT

Purchaser hereby provides to the Dealer the sum of \$ N/A as a Non-Refundable Deposit for the vehicle described above. If this Receipt is for a Deposit, Dealer will refrain from selling the described vehicle for _____ days from the date of Deposit.

X _____

NEGATIVE EQUITY

I am aware the balance owed on my trade-in vehicle exceeds the trade-in allowance from Dealer, and as a result, I have requested that \$ N/A of negative equity from my trade-in be included in the cash price of the vehicle.

X _____

ARBITRATION

I agree that any dispute arising from this transaction will go to arbitration and I have executed a detailed arbitration agreement which is fully incorporated herein. Arbitration is not required for the purchase or financing of your vehicle.

X _____

A. BASE PRICE OF VEHICLE	\$	18,250.00
B. FREIGHT	\$	N/A
C. SET-UP	\$	N/A
D. OPTIONAL EQUIPMENT	\$	N/A
<i>ACCESSORIES</i>	\$	289.99
	\$	N/A
	\$	N/A
	\$	N/A
	\$	N/A
E. TOTAL CASH PRICE (A, B, C, D)	\$	18,539.99
DOWN PAYMENT - CASH OR CHECK	\$	N/A
TRADE IN	\$	N/A
TERMS & CONDITIONS _____	\$	N/A
LESS BALANCE OWED TO _____	\$	N/A
F. TOTAL DOWN PAYMENT	\$	N/A
FEES		
DOCUMENTARY SERVICE FEE	\$	240.00
SALES TAX (TAXABLE BALANCE \$ <u>18,789.99</u>)	\$	N/A
TITLE FEES	\$	33.50
G. TOTAL FEES	\$	283.50
H. UNPAID BALANCE (E - F + G)	\$	18,823.49
OTHER CHARGES		
EXTENDED SERVICE CONTRACT _____	\$	N/A
	\$	N/A
I. TOTAL OTHER CHARGES	\$	N/A
J. TOTAL UNPAID BALANCE	\$	18,823.49

NO ORAL REPRESENTATIONS HAVE BEEN MADE TO THE PURCHASER and all terms of the agreement are printed or written front and back. I understand this order requires the acceptance of the dealer or his authorized agent.

The undersigned purchaser agrees to the terms and conditions of this contract and hereby acknowledges receipt of a copy of the order and that the purchaser has read the terms and conditions on the front and back of this order. I represent that I am eighteen (18) years of age or over.

Not binding unless accepted by seller and credit is approved, if applicable, by financial institution.

This motor vehicle contract is executed this 9th day of MARCH 2016

PURCHASER(S) _____

ACCEPTED BY AUTHORIZED AGENT _____





Cleveland

Quote

Date	Quote #
2/15/2016	2901

8291 Darrow Rd
Twinsburg, OH 44087

Ph: 855-387-3911
Fax: 855-362-5616

www.parrpse.com

Name / Address
Strongsville Police Dept Mike Graziani 16099 Foltz Industrial Pkwy Strongsville, OH 44136

Terms	FOB	Rep	Entered By
Net 30	Twinsburg, Oh	DB	DB

Item	Description	Qty	Cost	Total
	2016 Harley Davidson Police Motorcycle			
SD24B	Surface Mount LED with rubber bezel, Blue.....Backside of roadbox and front fenders	6	87.00	522.00
SD24R	Surface Mount LED with rubber bezel, Red.....Backside of roadbox and front fenders	6	87.00	522.00
2101	SD24LBRKT.....Lighthouse mounting bracket	2	300.00	600.00
5HSGB125	Bar Mount Kit for 500 Series Lighthoods, 1.25' bar #5HSGB125**DISC 12/15***	2	179.00	358.00
5V3R	500 "V" Series Linear Super LED Lighthouse in Red - Combination Warning, Takedown, and Puddle Light.....For highway light bar	1	230.00	230.00
2101	BLUE.....500 "V" Series Linear Super LED Lighthouse in Amber - Combination Warning, Takedown, and Puddle Light.....For highway light bar	1	230.00	230.00
VTX609C	Vertex LED, Single Light w/ 9' Cable, White.....headlight	2	69.00	138.00
WS321B14	Siren Amp Mounting Bracket	1	55.00	55.00
2EB00ZBR	PAR36 Super-LED, Extended Lens, Blue #2EB00ZBR.....Front bar	1	137.00	137.00
2EB00ZCR	Par 36 4" Round Extended Lens, Blue with Clear Lens	1	137.00	137.00
70RC6FCR	700 Series Super-LED, 1/2 Red, 1/2 White w/ Independent Control #70RC6FCR.....side box	4	205.00	820.00
INSTALL	Installation of warning equipment.....remove radio system, radio box, external radio speaker, siren speaker, intercomm system and re-install onto new vehicle along with above listed items and departments radar system.	1	2,450.00	2,450.00
Total				\$6,199.00

EXHIBIT B

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 065

By: Mayor Perciak and Mr. DeMio

AN ORDINANCE APPROVING PURCHASES OF SUPPLEMENTAL SPECIALTY ITEMS, EQUIPMENT, PAINTING, AND INSTALLATION OF ACCESSORIES NECESSARY TO PROPERLY OUTFIT NEW VEHICLES SEPARATELY PURCHASED FOR USE BY THE POLICE DEPARTMENT; AND AUTHORIZING THE MAYOR TO ENTER INTO CONTRACTS WITH VARIOUS VENDORS, WITHOUT PUBLIC BIDDING.

WHEREAS, through adoption of Ordinance Nos. 2016-049 and 2016-050, this Council authorized purchase of various new Police Department vehicles through the Ohio Department of Administrative Services; and

WHEREAS, after purchase of such new vehicles, they must be outfitted with certain supplemental specialty items, equipment, painting, and installation of additional accessories in order to render them fully operational for use by the Police Department; and

WHEREAS, various reliable local vendors recognized within the law enforcement community are able to provide the specific equipment and installation of accessories on an expedited basis at most advantageous prices; and

WHEREAS, the Police Department, therefore, recommends and seeks authority to proceed without public bidding for such purchases and contracts.

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 that the City's Police Department is in need of purchasing certain supplemental specialty items, equipment, painting, and installation of accessories in order to properly outfit and operate a number of new Police vehicles.

Section 2. That, for the reasons aforesaid, this Council hereby approves and authorizes the Mayor's entering into various purchases and contracts with **STATEWIDE EMERGENCY PRODUCTS (\$46,856.00)**, **STATEWIDE FORD LINCOLN MERCURY (\$8,007.00)**, and **YORK ROAD AUTOMOTIVE SERVICE, INC. (\$6,668.00)**, without public bidding, in a total amount not to exceed \$61,531.00, for various supplemental specialty items, equipment, painting, and installation of accessories into various new Police vehicles, as more fully set forth in Exhibits A, B, C and D, respectively, attached hereto and incorporated herein by reference.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2016 – 065
Page 2

Section 3. That the funds for the purposes of this Ordinance have been appropriated and shall be paid from the Emergency Vehicle 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 provided this Ordinance receives a unanimous affirmative vote of all members elected to Council, it shall take effect and be in force from and after the earliest period allowed by law.

 President of Council

Approved: _____
 Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
 Clerk of Council

ORD. No. 2016-065 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

Statewide Emergency Products
 1108 W. Main St.
 Van Wert, OH 45891

Reference Number	SR02215	
Date	Vehicle	Status
1/22/2016	Charger	Quote

Shipping		
<input type="checkbox"/> Ship to Shop	<input checked="" type="checkbox"/> Build	<input type="checkbox"/> Deliver
<input type="checkbox"/> Pull From Inventory		
<input type="checkbox"/> Manufacturer Ship Direct		

Customer Information

Purchaser Name	Strongsville Police Department
Contact Name	Mike Graziani
Mailing Address	18688 Royalton Rd.
City, State & Zip	Strongsville, OH 44136
Notes Section:	Equipment and Installation quote for 4-'16 Chargers (marked)

Contact Information

Email	mike.graziani@strongsville.org
Phone	440-580-3238
Fax	440-343-1644
Alt. Contact	

Supporting Information

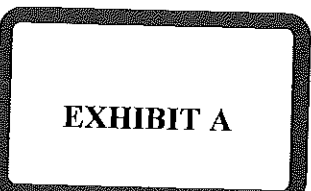
Sales Rep Name	Steve Rick
Customer PO #	
Delivery Address	
City, State & Zip	

QTY	Manufacturer	Part Number	Part Description	Unit Price	Extended Price	Cost of Options
4	Setina	TRANSFER	Transfer kit for 10SRP w/ recessed panel, lower extension panels, '15 Charger, installed	\$ 250	\$ 1,000	-
4	Setina	BARRIERS	Window guards, steel bars, set of 2, '15 Charger, installed	\$ 195	\$ 780	-
4	Troy	CM-SMPT-SA-LED	Console side computer mount assembly w/ swing arm for Havis docking station	\$ 470	\$ 1,880	-
4	Whelen	CCSRNTA3	Gcom siren and switch controller	\$ 995	\$ 3,980	-
4	Whelen	STPKT82	Liberty light bar hook kit, for transfer of light bar	\$ 75	\$ 300	-
4	Soundoff Signal	ETSS100N	100 watt speaker and bracket ETSS100CBKDC11	\$ 170	\$ 680	-
4	Soundoff Signal	ENFTSSMS6R	FITLED light head, Red (grill light)	\$ 70	\$ 280	-
4	Soundoff Signal	ENFTSSMS6B	FITLED light head, Blue (grill light)	\$ 70	\$ 280	-
8	Soundoff Signal	PNFTBRK190	Bracket for grill light			
4	Statewide Emergency Products	INSTALL	Removal of the following existing equipment & installation of that equipment and new equipment: *Whelen Liberty light bar *Whelen ION LED light heads for window guards and rear deck, Red-driver side & Blue-passenger side *Setina recessed partition *Setina dual weapon mount *Cruisers prisoner seat	\$ 2,999	\$ 11,996	-

Steven Rick
 steverick@statewidedford.com

Direct: 440-503-8710

Fax: 866-832-4430



4	Havis	DS-PAN-112-2	Docking station with internal power supply and high gain antenna for Panasonic CF31	\$ 899	\$ 3,596
4	Troy	FP-WC10285909	4" face plate for Cencom Siren	\$ 30	\$ 120
4	Whelen	46-0744336-17	Wiring harness to transfer Liberty light bar	\$ 125	\$ 500
			*Cruisers slide-out trunk tray		
			*ShoME 3 DC outlet adapter box		
			*Troy CC-B-CH22 console with dual cup holder and arm rest pad		
			*Havis docking station (new) with internal power		
			*Havis charge guard		
			*XTL2500 Radio with Antenna		
			*CDM1250 Radio with Antenna		
			*5 watt external speaker for 2-way radio		
			*Digital COPS camera system - front and rear cameras, body mic, external antenna		

SubTotal \$ 25,392
Shipping
Installation
Tax Rate 0.00% \$
Total \$ 25,392.00

Steven Rick
steverick@statewiderford.com

Direct: 440-503-8710

Fax: 866-832-4430

Statewide Emergency Products
 1108 W. Main St.
 Van Wert, OH 45891

Reference Number	SR02219		
Date	Vehicle	Status	
1/22/2016	Utility	Quote	

2016 - White

Shipping			
<input type="checkbox"/> Ship to Shop	<input checked="" type="checkbox"/> Build	<input type="checkbox"/> Deliver	
<input type="checkbox"/> Pull From Inventory			
<input type="checkbox"/> Manufacturer Ship Direct			

Customer Information

Purchaser Name	Strongsville Police Department
Contact Name	Mike Graziani
Mailing Address	18688 Roylton Rd.
City, State & Zip	Strongsville, OH 44136

Contact Information

Email	mike.graziani@strongsville.org
Phone	440-580-3238
Fax	440-343-1644
Alt. Contact	

Supporting Information

Sales Rep Name	Steve Rick
Customer PO #	
Delivery Address	SEP for install
City, State & Zip	

Notes Section: This quotation is for equipment to be installed in two 2016 Utility Interceptors for Supervisors.
 A new 12VS is required for the installation of a Setina storage box system.

QTY	Manufacturer	Part Number	Part Description	Unit Price	Extended Price	Cost of Options
2	Setina	RPC	Rear partition and prisoner seat, installed	\$ 1,550	\$ 3,100	-
2	Setina	TK0248ITU12	Storage box system - includes two sliding drawers with combination locks, installed	\$ 1,599	\$ 3,198	-
2	Setina	TRANSFER KIT	10RP transfer kit, installed	\$ 300	\$ 600	-
2	Setina	SWG	Window guards, set of 2, steel bars, installed	\$ 255	\$ 510	-
2	Statewide Emergency Products	MCL	TRANSFER-Marked vehicle package, installed Package includes the following (NEW) equipment: *Whelen Cencom siren and switch controller *STPK83 mounting kit for transferred Liberty light bar *Whelen wiring harness for transferred Liberty light bar *100 watt speaker with mounting bracket *Dual color Red/White & Blue/White grill lights *Dual color Red/White & Blue/White corner lights *Dual color Red/White & Blue/White lights for under exterior rear spoiler *Red LED inserts for tail lights *Blue LED inserts for reverse lights	\$ 3,899	\$ 7,798	-

Steven Rick
 steverick@statewidedford.com

Direct: 440-503-8710

Fax: 866-832-4430



Statewide Ford Lincoln Mercury
 1108 W. Main St.
 Van Wert, OH 45891

Reference Number	SR02217		
Date	Vehicle	Status	
1/22/2016	Utility	Quote	

Shipping			
<input type="checkbox"/> Ship to Shop	<input checked="" type="checkbox"/> Build	<input type="checkbox"/> Deliver	
<input type="checkbox"/> Pull From Inventory			
<input type="checkbox"/> Manufacturer Ship Direct			

Customer Information

Purchaser Name	Strongsville Police Department
Contact Name	Mike Graziani
Mailing Address	18688 Royalton Rd.
City, State & Zip	Strongsville, OH 44136

Contact Information

Email	mike.graziani@strongsville.org
Phone	440-580-3238
Fax	440-343-1644
Alt. Contact	

Supporting Information

Sales Rep Name	Steve Rick
Customer PO #	
Delivery Address	SEP for install
City, State & Zip	

Notes Section: This quotation is for equipment to be installed in 2016 Utility Interceptor for Chief.

QTY	Manufacturer	Part Number	Part Description	Unit Price	Extended Price	Cost of Options
1	Setina	12VS	Rear partition with upper metal screen, installed	\$ 429	\$ 429	-
1	Setina	TK0248ITU12	Storage box system - includes two sliding drawers with combination locks, installed	\$ 1,599	\$ 1,599	-
1	Statewide Emergency Products	UMW	Unmarked vehicle package, installed	\$ 5,829	\$ 5,829	-

Package includes the following equipment:
 *Whelen Cencom siren and switch controller
 *100 watt speaker with mounting bracket
 *Soundoff Signal nForce full interior windshield light bar, dual color, Red/White & Blue/White
 *Dual color Red/White & Blue/White grill lights
 *Dual color Red/White & Blue/White corner lights
 *Dual color Red/White & Blue/White lights for rear cargo side windows
 *Dual color Red/White & Blue/White lights for under exterior rear spoiler
 *Troy vehicle specific console with dual cup holder and adjustable arm rest
 Remote Node required for dual color warning lights

Steven Rick
 steverick@statewideford.com

Direct: 440-503-8710

Fax: 866-832-4430





**YORK ROAD AUTOMOTIVE SERVICE
INC.**

Workfile ID: 50df98cf
Federal ID: 341443927

FREE ESTIMATES INSURANCE WORK
13225 YORK DELTA DR, NORTH ROYALTON, OH
44133

Phone: (440) 582-2800
FAX: (440) 582-4203

Preliminary Estimate

Customer: CITY OF STRONGSVILLE

Job Number:

Written By: CHRIS SCHAFFRAN

Insured: CITY OF STRONGSVILLE
Type of Loss:
Point of Impact:

Policy #:
Date of Loss:

Claim #:
Days to Repair: 0

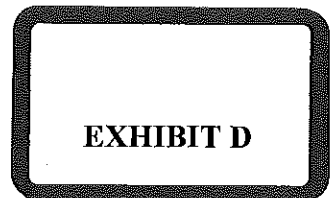
Owner:
CITY OF STRONGSVILLE
(440) 343-1644 Day
(440) 580-3238 Cell

Inspection Location:
YORK ROAD AUTOMOTIVE SERVICE INC.
13225 YORK DELTA DR
NORTH ROYALTON, OH 44133
Repair Facility
(440) 582-2800 Business

Insurance Company:

VEHICLE

Year:	Body Style:	VIN: UNK	Mileage In:
Make:	Engine:	License:	Mileage Out:
Model:	Production Date:	State:	Vehicle Out:
Color: Int:	Condition:	Job #:	



Get live updates at www.carwise.com/e/K33mS

Preliminary Estimate

Customer: CITY OF STRONGSVILLE

Job Number:

Vehicle:

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1	#	REFINISH DOORS AND ROOF ON 4 DODGE CHARGERS (1667.00 PER CAR		4	6,668.00		
SUBTOTALS					6,668.00	0.0	0.0

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			6,668.00
Subtotal			6,668.00
Grand Total			6,668.00
Deductible			0.00
CUSTOMER PAY			0.00
INSURANCE PAY			6,668.00

SOMETIMES AFTER THE WORK HAS BEEN STARTED, ADDITIONALLY DAMAGED OR WORN PARTS ARE DISCOVERED WHICH WERE NOT EVIDENT ON FIRST INSPECTION. THIS ESTIMATE DOES NOT COVER OR INCLUDE ANY ADDITIONAL PARTS OR LABOR WHICH MAY BE REQUIRED. ALL PARTS PRICES ARE SUBJECT TO INVOICES.

I HEREBY AUTHORIZE THE ABOVE WORK AND ACKNOWLEDGE RECEIPT OF COPY.

SIGNED _____ DATE _____

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

A/M

THIS ESTIMATE MAY HAVE BEEN PREPARED BASED UPON THE USE OF ONE OR MORE AFTERMARKET CRASH PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. WARRANTIES APPLICABLE TO THESE AFTERMARKET CRASH PARTS ARE PROVIDED BY THE PARTS MANUFACTURER OR DISTRIBUTOR RATHER THAN BY YOUR OWN MOTOR VEHICLE MANUFACTURER.

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 066

By: Mr. Daymut

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR IMPROVEMENTS TO VARIOUS STREETS IN THE CITY OF STRONGSVILLE IN CONNECTION WITH THE PAVEMENT RECONSTRUCTION PROGRAM FOR 2016, AND DECLARING AN EMERGENCY.

WHEREAS, the City has advertised and received bids for improvements to various streets in the City of Strongsville in connection with the Pavement Reconstruction Program for 2016; and

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

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

Section 1. That this Council hereby finds and determines that the bid submitted by **KONSTRUCTION KING, INC.**, for improvements to various streets in the City of Strongsville, in connection with the Pavement Reconstruction Program for 2016, meets the specifications on file in the office of the City Engineer; is in compliance with the applicable requirements for bids and contracts established by the laws of the City and the State; and is the lowest and best bid for the proposed contract. All other bids for this contract are hereby rejected.

Section 2. That accordingly the Mayor be and is hereby authorized and directed to enter into a contract with the aforesaid lowest and best bidder in an amount not to exceed \$1,245,562.00 for improvements to various streets in the City of Strongsville, in connection with the Pavement Reconstruction Program for 2016, and in a form approved by the Law Director.

Section 3. That the funds for the purposes of this Ordinance have been appropriated and shall be paid from the 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 authorize execution of said contract in order to improve various public roadways in the City, ensure safe travel for the residents and the public, 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	_____	_____
Schonhut	_____	_____
Short	_____	_____
Southworth	_____	_____

Attest: _____
 Clerk of Council

ORD. No. 2016-066 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 067

By: Mr. Daymut

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ISSUE AND APPROVE CHANGE ORDER NO. 1 FOR AN INCREASE IN THE CONTRACT PRICE IN ACCORDANCE WITH THE PROVISIONS OF THE CONTRACT BETWEEN THE CITY OF STRONGSVILLE AND NERONE & SONS, INC., IN CONNECTION WITH THE 2015 WEST 130TH PUMP STATION PROJECT, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Ordinance No. 2015-162, Council authorized the Mayor to enter into a contract with Nerone & Sons, Inc., for improvements in connection with the 2015 West 130th Pump Station Project, in the City of Strongsville, (the "Project"), in an amount not to exceed \$477,750.00; and

WHEREAS, the City's Engineer has now recommended that it would be in the best interests of the City to include changes in the work performed or to be performed on the Project by Nerone & Sons, Inc., generally being additional work required and requested by the City due to unforeseen conditions encountered in connection with electrical work and tree clearing, all as more fully set forth in Exhibit "A" attached hereto and incorporated herein as if fully rewritten, and to provide additional payment for such changes in the work in the amount of \$19,599.45, for a new total Project cost of \$497,349.45.

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

Section 1. That the Mayor be and is hereby authorized and directed to issue and approve Change Order No. 1 to the contract in the amount of \$19,599.45, as recommended by the City Engineer, and reflected in Exhibit "A"; and after the issuance and approval of said Change Order No. 1 and completion of such work, to direct the Director of Finance to make payment to Nerone & Sons, Inc., in the additional amount of \$19,599.45, thereby increasing the total Project cost to \$497,349.45.

Section 2. That the funds necessary for this Ordinance have been appropriated and shall be paid from the Sanitary Sewer Fund, and that the Director of Finance be and is hereby authorized and directed to issue the City's warrants for payment accordingly, and in accordance with the terms and conditions of the contract and change order.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 067

Page 2

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 provide for changes in the work in order to properly and timely complete the Project, to facilitate payment to the contractor for unanticipated changes in the work, to avoid potential legal problems, 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	_____	_____
Schonhut	_____	_____
Short	_____	_____
Southworth	_____	_____

Attest: _____
Clerk of Council

ORD. No. 2016-067 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

CHANGE ORDER

Order No. **1**
Date: **March 8, 2016**
Agreement Date: **September 10, 2015**

Name of PROJECT: **West 130th Pump Station Re-Bid**

CONTRACTOR: **Nerone and Sons, Inc.**

The following changes are hereby made to the CONTRACTOR DOCUMENTS:

Justification: Project close out to actual quantities

Change to CONTRACT PRICE

Original CONTRACT PRICE: **\$477,750.00**

Current CONTRACT PRICE adjusted by Previous CHANGE ORDER: **N/A**

The CONTRACT PRICE due to this CHANGE ORDER will be **increased** by:
\$19,599.45

The new CONTRACT PRICE including this CHANGE ORDER will be:
\$497,349.45

Change to CONTRACT TIME:

The CONTRACT TIME will be (increased) (decreased) by
 N/A calendar day(s).

The date for completion of all WORK will be (Date):

Requested by: _____
Nerone & Sons, Inc.

Recommended by: _____
Ken Mikula, P. E., City Engineer

Accepted by: _____
Mayor Thomas P. Perciak



**City of Strongsville
West 130th Pump Station Replacement**

INVOICE SUMMARY

Contractor: Nerone & Sons

No.	Description	Bid Quantity	Actual Quantity	Units	Bid Unit Price	Bid Amount	Actual Amount
1	Clearing and Grubbing	1	1	L.S.	\$ 9,600.00	\$ 9,600.00	\$ 9,600.00
2	8" PVC SDR 35 Sanitary Sewer including backfill	80	0	L.F.	\$ 355.00	\$ 28,400.00	\$ -
3	10" PVC SDR 21 Forcemain Sanitary Sewer	50	0	L.F.	\$ 405.00	\$ 20,250.00	\$ -
4	Precast Sanitary Manhole, No.3, 48" Base	3	0	EA.	\$ 7,700.00	\$ 23,100.00	\$ -
5a	Sanitary Sewer Pump Station Complete	1	0	L.S.	\$ 271,000.00	\$ 271,000.00	\$ -
5b	Bond and Insurance	1	1	L.S.	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
6	Demolition and removal of existing pump station	1	0	L.S.	\$ 8,600.00	\$ 8,600.00	\$ -
7	Manhole Abandonment	1	0	EA.	\$ 2,100.00	\$ 2,100.00	\$ -
8	Abandon existing sanitary main (8")	1	0	L.S.	\$ 2,500.00	\$ 2,500.00	\$ -
9	6" Concrete Apron Replacement	150	0	S.Y.	\$ 95.00	\$ 14,250.00	\$ -
10	4" Concrete Sidewalk Replacement	850	0	S.F.	\$ 15.00	\$ 12,750.00	\$ -
11	Pavement Removed including sawcut	150	0	S.Y.	\$ 20.00	\$ 3,000.00	\$ -
12	Fence Removal and Replacement	1	0	L.S.	\$ 8,400.00	\$ 8,400.00	\$ -
13	Topsoil	30	0	C.Y.	\$ 170.00	\$ 5,100.00	\$ -
14	Seeding and Mulching	1500	0	S.Y.	\$ 5.00	\$ 7,500.00	\$ -
15	Maintenance of Traffic	1	0	L.S.	\$ 9,000.00	\$ 9,000.00	\$ -
16	Erosion and Sediment Control	1	0	L.S.	\$ 4,500.00	\$ 4,500.00	\$ -
17	Preconstruction Photography	1	1	L.S.	\$ 2,700.00	\$ 2,700.00	\$ 2,700.00
18	As-Builts	1	0	L.S.	\$ 1,200.00	\$ 1,200.00	\$ -
19	Access Drive with Geogrid	300	0	S.F.	\$ 13.00	\$ 3,900.00	\$ -
20	#57 Riverstone Final Grading	30	0	C.Y.	\$ 180.00	\$ 5,400.00	\$ -
21	Electrical Service	1	0	L.S.	\$ 20,000.00	\$ 20,000.00	\$ -
22	Low Strength Mortar Backfill, Type 2*	100	0	C.Y.	\$ 95.00	\$ 9,500.00	\$ -
	Original Contract Total					\$ 477,750.00	\$ 17,300.00
	Change Order						
1-1	Electrical Service Equipment Upgrade	1	-	L.S.	\$ 17,874.45	\$ 17,874.45	
1-2	Additional Tree Clearing	1	-	L.S.	\$ 1,380.00	\$ 1,380.00	
1-3	Additional Float Switch	1	-	L.S.	\$ 345.00	\$ 345.00	
	Change Order Total					\$ 19,599.45	

SUB-TOTAL:

\$497,349.45

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 068

By: Mr. Daymut

AN ORDINANCE ACCEPTING FOR RECORDING PURPOSES ONLY THE PLAT OF CAMDEN VILLAS AT HIGH POINT SUBDIVISION NO. 12, IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

WHEREAS, the plat of Camden Villas at High Point Subdivision No. 12 is being submitted to this Council for review pursuant to Title Four of Part Twelve entitled "Subdivision Regulations" of the Codified Ordinances of the City of Strongsville; and

WHEREAS, Parkview Custom Homes of Ohio, LLC, the owner of said Subdivision, has submitted the subdivision plat and tax split map (attached hereto as Exhibits "1" and "1a") to the Planning Commission of the City of Strongsville, and the Planning Commission approved the plat on February 11, 2016, subject to certain conditions which have been satisfied; and

WHEREAS, the City Engineer has reviewed the aforesaid plat and documents, and finds them in good order and has approved them, and recommends to Council that this subdivision be approved for recording purposes only; and

WHEREAS, this Council desires to approve the aforesaid plat and map for recording purposes only.

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

Section 1. That pursuant to Section 1228.03 of the City of Strongsville, this Council hereby approves the form of security by the owner, and the terms and conditions of the Agreement between the City and the Owner, attached hereto as Exhibit 2; and it is hereby determined that all of the improvements as shown on the improvement plans on file with the City Engineer and/or required by Section 1228.01 shall be installed in the manner required by the ordinances of the City on or before May 1, 2016.

Section 2. That the Mayor be and is hereby authorized to execute the aforesaid Agreement (Exhibit 2) and to do or delegate to appropriate officers and employees of the City the performance of all things necessary to implement and carry out such Agreement.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 - 068

Page 2

Section 3. That subject to the aforesaid Agreement, the Council of the City of Strongsville does hereby approve the subdivision plat submitted by Parkview Custom Homes of Ohio, LLC, owner and developer of Camden Villas at High Point Subdivision No. 12, in the City of Strongsville for recording purposes only.

Section 4. That the City Engineer be and is hereby authorized to accept the necessary plat and documents, which he shall keep on file on behalf of the City after recording with the Cuyahoga County Recorder. The Engineer is further directed to endorse on the plat that the plat is to be filed and recorded for recording purposes only, and not for dedication.

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

Section 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 it is immediately necessary to assure proper development of all lots and land within the City of Strongsville, and to conform to legal requirements. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

President of Council
Approved: _____
Mayor

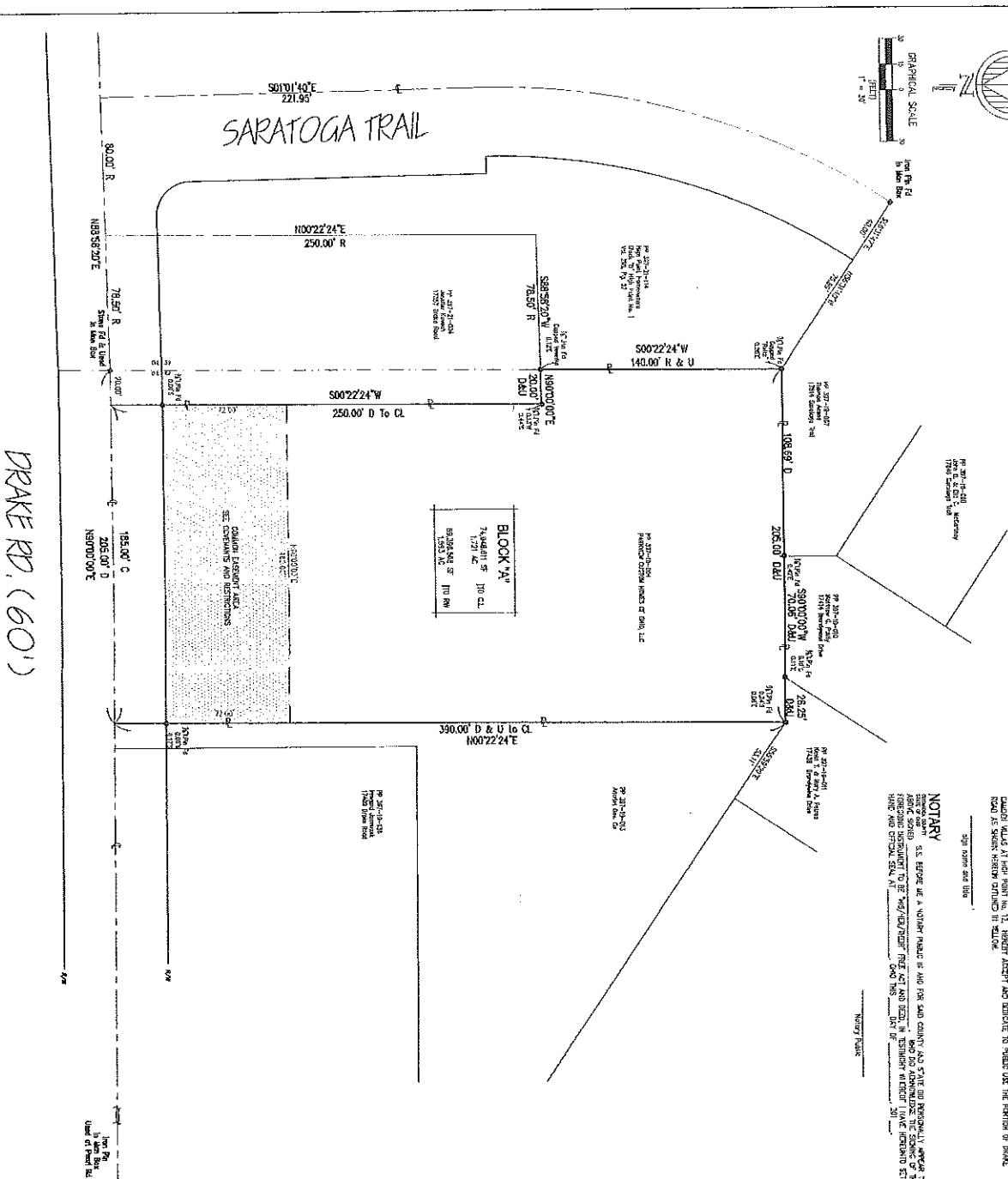
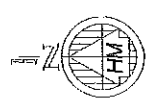
Date Passed: _____ Date Approved: _____

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

Attest: _____
Clerk of Council

ORD. No. 2016-068 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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



DRAKE RD. (60')

DEDICATION CLAUSE

THE UNDERSIGNED OWNER OF THE LAND SHOWN IN THIS SUBDIVISION PLAN HAS HEREBY ACCEPTED AND INTENDS TO MAKE FOR THE PUBLIC USE OF THE SAID TRAIL AND ROAD AS SHOWN HEREBY SET FORTH IN YELLOW.

Camden Villas
At High Point Subdivision No. 12

MADE AT THE REQUEST OF
Parkview Custom Homes of Ohio, LLC
OWNER OF PDS BLOCK 1 OF CAMDEN VILLAGES AT HIGH POINT SUBDIVISION NO. 12
IN THE CITY OF STURGEVILLE, COUNTY OF OHIO, STATE OF OHIO

I, the undersigned, not a party to this instrument, have read the foregoing instrument and know the contents thereof and the nature and effect thereof and I hereby certify that the same have been read and explained to the parties thereto and that they have signed and acknowledged the same in the presence of me and in full view of me and I have signed and acknowledged the same in the presence of the parties thereto and in full view of me and I have signed and acknowledged the same in the presence of the parties thereto and in full view of me.

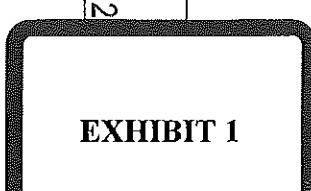
HOFMANN-METZGER, INC.
Notary Public for the State of Ohio
My Commission Expires: 06/30/2017
Notary Seal

NOTARY
I, the undersigned, a Notary Public in and for the State of Ohio, do hereby certify that the foregoing instrument was read and explained to the parties thereto and that they have signed and acknowledged the same in the presence of me and in full view of me and I have signed and acknowledged the same in the presence of the parties thereto and in full view of me.

PLANNING COMMISSION
THIS PLAN IS APPROVED BY THE PLANNING COMMISSION OF THE CITY OF STURGEVILLE THIS _____ DAY OF _____, 20____.

OWNER
PDS PLAN IS APPROVED AND ACCEPTED FOR DEDICATION BY THE BOARD OF THE CITY OF STURGEVILLE THIS _____ DAY OF _____, 20____.

ORDER #15-146
5.81.754 PG. 109
CAMDEN VILLAGES AT HIGH
POINT No. 12, DWS
NOV. 16, 2015



SUBDIVISION IMPROVEMENTS SECURITY AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2016, by and between **PARKVIEW CUSTOM HOMES OF OHIO, LLC**, an Ohio limited liability company, located at 22700 Royalton Road, Strongsville, Ohio 44149, hereinafter called the "Developer", and the **CITY OF STRONGSVILLE**, a municipal corporation of the State of Ohio, located at 16099 Foltz Parkway, Strongsville, Ohio 44149, hereinafter called "City".

WHEREAS, **PARKVIEW CUSTOM HOMES OF OHIO, LLC** is the owner and developer of certain property known as Permanent Parcel Number 397-19-004, located in the City of Strongsville; and

WHEREAS, Developer is desirous of developing the aforesaid property owned by it and known as **CAMDEN VILLAS AT HIGH POINT SUBDIVISION NO. 12**, as the same was approved by the City's Planning Commission on February 11, 2016, subject to conditions which have been substantially satisfied; and

WHEREAS, the Council of the City has adopted subdivision regulations consisting of Title Four of Part Twelve of the Planning and Zoning Code of the Codified Ordinances of the City, which establish requirements for the submission, approval, construction and dedication of subdivision improvements; and

WHEREAS, said subdivision regulations provide at Section 1228.03 of the Codified Ordinances that no plat for record shall be approved for record purposes until the improvements required by Section 1228.01 of the Codified Ordinances (hereinafter "improvements") have been installed, or until Council approves an agreement and a form of security which assure that the cost and expense of all improvements are available to the City for the completion of such improvements in the event that the Developer defaults or otherwise fails to perform Developer's commitment to complete such improvements; and

WHEREAS, Developer has agreed to pay for the installation and completion of the aforesaid improvements and comply with and abide by all the terms and conditions established by the Planning Commission, as set forth in this agreement, and contained in the applicable law, and the receipt of which is hereby acknowledged.

NOW, THEREFORE, in consideration of the aforesaid premises and other good and valuable consideration, the receipt of which is hereby acknowledged, Developer and City do hereby mutually covenant and agree as follows:

I. IMPROVEMENTS, SECURITY, ACCEPTANCE AND DEDICATION.

1. Developer shall convey or dedicate to the City all the public streets, alleys, roads, avenues, drives and public ways in the Subdivision known as, as approved by the City's Planning Commission.

2. Developer shall convey or dedicate to the City or other appropriate public entity or public utility all public sewers, water lines and other public utilities and improvements constructed or caused to be constructed on the aforementioned streets, alleys, roads, avenues, drives and public ways in said Subdivision or outside the Subdivision, and shall grant easements and rights-of-way to said entities as may be required.

3. Developer shall construct or enter into a contract for the construction of the improvements required in the aforesaid Subdivision, as approved by the City Engineer on February 11, 2016, in accordance with the terms of this Agreement, the General Requirements herein, and the Subdivision Regulations of the City and shall pay the total cost thereof. Developer shall complete all street pavements, curbs, sidewalks, sanitary sewer systems, storm drainage systems, water mains, and other utilities to be constructed in public rights-of-way on or before May 1, 2016; unless said time(s) is or are extended by the Council of the City. Such time extension(s) may be granted so long as the City Engineer determines that delays in construction are not the result of the actions or inactions of the Developer, and that Developer is making reasonable efforts to complete said improvements. Such extension(s) shall not be unreasonably withheld.

4. Any and all of the work performed as hereinabove provided shall be done subject to the approval of and inspection by the City Engineer.

5. In order to secure the performance of this Agreement and all the aforesaid work in accordance with the standards established in the Subdivision Regulations and the completion of such work within the time period(s) established herein, Developer herewith deposits with **DOLLAR BANK**, a financial institution located at 1301 East 9th Street, 9th Floor, Cleveland, Ohio 44114 (hereinafter referred to as "Escrow Agent") the total sum of \$16,900.00 (hereinafter referred to as the "improvements security funds") to be held in escrow in accordance with the Escrow Agreement attached hereto and incorporated herein as Exhibit A and subject to the following terms:

- A. Escrow Agent shall deposit and/or invest the improvements security funds in the following accounts, and/or investments which the City is authorized to utilize by law, subject to the approval of Developer, which shall not be unreasonably withheld:
- (1) Interest-bearing accounts of **DOLLAR BANK** payable or withdrawable, on demand.
 - (2) Direct obligations of the United States maturing or redeemable on or before the date for completion established in accordance with Paragraph 3 above.
 - (3) Certificates of deposit maturing or redeemable on or before the date for completion established in accordance with Paragraph 3 above.

- B. Escrow Agent is authorized to deliver or disburse the improvements security funds or any part thereof, with any additional funds including interest earned on the aforesaid sum, less any and all fees or penalties arising from the deposit or investment to the Developer as follows:
- (1) Only upon receipt of all of the following items shall the Escrow Agent deliver or disburse all or the remainder of the improvements security funds:
 - (a) The certificate of the City Engineer that all improvements have been installed in accordance with the requirements of the subdivision regulations of the City and with the actions of the Planning Commission;
 - (b) Evidence of receipt by the City of a maintenance bond securing the maintenance and repair of the improvements for a period of two years in a form approved by the Law Director;
 - (c) A policy of title insurance in form approved by the Law Director covering all lands to be dedicated to public use, and showing title to the same to be in the City free and clear of any easements, mortgages, taxes, liens, assessments or other encumbrances of any kind whatsoever except the easements required by the Subdivision Regulations of the City and taxes not yet due and payable, or a certificate from the City Engineer acknowledging receipt of same;
 - (d) Evidence of Deposit by the Developer with the City or the Escrow Agent of a sum sufficient to pay all taxes and assessments which are a lien but not yet due and payable; and
 - (e) A copy of legislation duly adopted by the Council of the City accepting the dedication or conveyance of all lands and improvements required to be dedicated or conveyed by this Agreement, certified by the Clerk of Council to be a true and correct copy of the original.
 - (2) Upon receipt of certification by the City Engineer of the satisfactory completion of a portion of the aforesaid improvements, and upon a determination by the City that all remaining uncompleted improvements are adequately secured, the Escrow Agent shall release a portion of the improvements security funds deposited equal to an amount estimated by the City Engineer to be the cost of that portion of the improvements completed, or the difference between the total sum on deposit and the total sum determined by the City to be necessary to secure the completion of all

remaining uncompleted improvements and all other obligations of Developer under this agreement, whichever may be less.

C. The Escrow Agent is authorized to deliver or disburse to the City all or any part of the improvements security funds as determined by the City Engineer, plus any additional funds including interest earned on the aforesaid sums, less any and all fees or penalties due arising from the deposit or investment upon Escrow Agent being notified by the City of the occurrence of one or more of the following events:

- (1) If the Developer assigns this Agreement, or any interest therein to any person, firm or corporation, or gives to any person, firm or corporation, any order or orders thereon;
- (2) If the required improvements shall violate building subdivision or zoning laws of the City;
- (3) If the land within the development area as identified on the subdivision plat approved for record purposes is used for any unlawful purpose, or is occupied for other than dwelling purposes, or for any purpose without the approval of the appropriate administrative official, board, or commission of the City;
- (4) If the improvements are not fully constructed by the completion date(s) established in paragraph I. 3. above, or by any extension date approved by Council pursuant thereto.
- (5) If the improvements in the judgment of the City Engineer are materially injured or destroyed prior to acceptance by the City, and no insurance or other provision acceptable to the City is made for prompt replacement or repair of the same at no cost to the City.
- (6) If the Developer fails to construct the improvements in accordance with plans and specifications that have been approved by the proper City authorities having charge thereof;
- (7) If the Developer does not permit the City or its authorized agents or employees to enter upon and inspect the same in every part at all reasonable times;
- (8) If the Developer shall commit an act of bankruptcy or if any relief under the Bankruptcy Act is sought by or against Developer or if a receiver is appointed to take charge of the assets or affairs of the Developer or if Developer should become insolvent.

Prior to the delivery or disbursal of improvements security funds under this paragraph I. 5.C., the City shall provide written notice by personal, or mail delivery to Developer of the grounds therefor, and

shall establish and notify Developer of a time period within which Developer shall be afforded an opportunity to correct or cure the circumstances giving rise thereto. Such time period for correction or cure shall be no less than forty-five (45) days, unless the City Engineer determines that immediate work is required to protect the public health, safety and welfare, in which case such time period shall be as established by the City Engineer.

- D. The Developer and the City agree that any interest earned on the improvements security funds shall be disbursed to the same parties, at the same time, and in the same proportion as the principal.
- E. In the event of any dispute under this Agreement, Developer and City agree that City and the Escrow Agent shall disburse the improvements security funds in accordance with a final judgment entered in a court of law determining legal entitlement to such funds. Such a judgment will not be considered final until appellate review sought by either or both of the parties with respect to their legal entitlement to such funds has terminated.

Upon the proper completion of all improvements and their approval by the City Engineer, and if said improvements then comply with all present state laws, City ordinances and Planning Commission rules, regulations and requirements, and all other subdivision regulations of the City have been complied with, the City will then accept the aforesaid improvements.

II. GENERAL REQUIREMENTS.

1. Developer's application(s), all maps on file, construction plans, detail maps and state laws, present City ordinances, Planning Commission rules, regulations and official acts with respect to this Subdivision and all the terms and conditions of final approval are incorporated herein by reference as if set forth at length, except as expressly modified herein.

2. Prior to proceeding with the work, the Developer will apply for and secure permit(s) and pay all fees as required by the City ordinances.

3. The Developer agrees that if any drainage easements are necessary to insure adequate drainage of the tract, same shall be obtained by the Developer at its sole cost and expense. All of such easements which are necessary for the drainage in the tract shall be procured in the name of the City, it being understood that same shall be held until acceptance of the streets by the City, after which same will be recorded in the City's favor. The taking of such easements shall not be construed as the exercise of dominion and control by the City over said streets until such time as they are formally accepted.

4. The Developer agrees that if during the course of construction and installation of improvements it shall be determined by the City Engineer that revision of

the drainage plan is necessary in the public interest, it will undertake such design and construction changes as may be reasonable and are indicated by the City Engineer and approved by the City.

5. Developer shall defend, indemnify and hold harmless City and its officials, employees and agents, and their respective heirs, successors, personal representatives and assigns, from and against any and all suits, legal or administrative proceedings, claims, demands, actual damages, punitive damages, losses, costs, liabilities, interest, attorney's fees and expenses of whatever kind and nature, in law or equity, known or unknown, based upon, resulting from or arising directly or indirectly out of the condition, status, quality, nature, contamination or environmental state of the Developer's Property until such time as all environmental laws, regulations, orders and directives are complied with.

6. The Developer hereby agrees to procure, at its expense, the necessary permits and furnish any bond required for the opening of any state or county roads.

7. Developer agrees that prior to the issuance of any building permits within the subdivision, all street pavements, curbs, sanitary sewer systems, storm drainage systems, water mains and required appurtenances shall be completed and approved by the City Engineer, provided that the Building Commissioner may issue permits for "Model" home(s) or unit(s) upon his determination that improvements have been installed to the extent he deems necessary to serve and permit occupancy of such home(s) or unit(s); and, except as otherwise provided for model home(s) and unit(s), prior to the issuance of any certificates of occupancy by the City, all improvements and utilities must be completed and all other applicable state and local requirements must be complied with.

8. The City shall not be responsible for road or other improvements, maintenance or care until the same are accepted for dedication, nor shall the City exercise any control over the improvements until accepted for dedication.

9. The Developer shall maintain, clean and snow plow such roads until acceptance by the City. In the event of default of these obligations by the Developer, the City without notice to the Developer may undertake the same at the expense of the Developer.

10. If the City determines that there is a violation of present state laws, City ordinances, Planning Commission rules, regulations and requirements, subdivision regulations and/or terms and provisions of this Agreement, it may issue a stop work order.

11. This Agreement and the covenants contained herein shall run with the land, and shall inure to the benefit of the City and its successors and assigns.

IN WITNESS WHEREOF, the parties hereto have affixed their hands the day and year first above written.

"CITY"
CITY OF STRONGSVILLE

By: _____
Thomas P. Perciak
Title: _____
Mayor

"DEVELOPER"
PARKVIEW CUSTOM HOMES
OF OHIO, LLC
(an Ohio Limited Liability Co.)

Becki R. Canturo

By: _____
Rick Puzziello
Its: _____
Chief Executive Officer

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 the free act and deed of said City and his free act and deed as such officer of the municipal corporation.

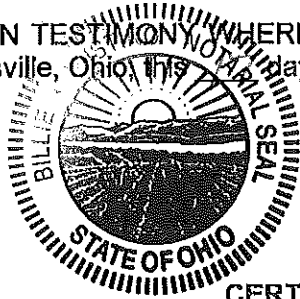
IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Strongsville, Ohio, this ____ day of _____, 2016.

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 **PARKVIEW CUSTOM HOMES OF OHIO, LLC, an Ohio Limited Liability Co.**, by Rick Puzzitiello, its Chief Executive Officer, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said limited liability company, and his free act and deed personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Strongsville, Ohio, this _____ day of March, 2016.



Billie R. Cristino

Notary Public

BILLIE R. CRISTINO, Notary Public
In and for the State of Ohio

My Commission Expires November 29, 2016

CERTIFICATE OF LAW DIRECTOR

I hereby certify that I have reviewed and approved the form of the foregoing instrument this _____ day of _____, 2016.

Law Director

NOTICE: Funds invested pursuant to this Agreement are not insured by the Federal Deposit Insurance Corporation ("FDIC") merely because the Escrow Agent is a federal savings bank the accounts of which are covered by such insurance. Only investments in the accounts of a federal savings bank are insured by the FDIC, subject to its rules and regulations.

Exhibit "A"

ESCROW AGREEMENT

THIS AGREEMENT, made this 17th day of March, 2016, by and among the **CITY OF STRONGSVILLE**, a municipal corporation of the State of Ohio, located at 16099 Foltz Parkway, Strongsville, Ohio 44149 ("City"), **PARKVIEW CUSTOM HOMES OF OHIO, LLC**, an Ohio limited liability company, organized and existing under the laws of the State of Ohio, located at 22700 Royalton Road, Strongsville, Ohio 44149 ("Owner"), and **DOLLAR BANK**, a financial institution and escrow agent, located at 1301 East 9th Street, 9th Floor, Cleveland, Ohio 44114 ("Escrow Agent").

WITNESSETH:

In consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. There shall be deposited with the Escrow Agent the sum of **Sixteen Thousand Nine Hundred and no/100 Dollars (\$16,900.00)** ("Deposit"), to be held pursuant to the terms hereof. Upon Escrow Agent's receipt of the full Deposit, Escrow Agent shall notify both the City and Owner in writing.

2. Escrow Agent shall establish and maintain an escrow account ("Escrow") for the purposes hereof, and shall invest the Deposit in any investments as directed in writing by the City and which is agreed to by Owner pursuant to the Subdivision Improvements Security Agreement by and between City and Owner ("Security Agreement"). The Deposit, any gains and losses, and interest accruing thereon (such gains, losses and interest hereinafter referred to as "Deposit Interest") shall be held in the Escrow Account until disbursed in accordance with the provisions of the Security Agreement and the provisions set forth below.

3. Upon receipt by Escrow Agent of written instructions signed by City, which instructions shall be in accordance with the Security Agreement, the Escrow Agent shall disburse the Deposit and the Deposit Interest to the party or parties designated by the notice to receive such and, when the entire deposit has been disbursed, this Escrow Agreement shall terminate.

4. The Escrow Account shall be maintained by Escrow Agent in accordance with the following terms and conditions:

A. Escrow Agent undertakes to perform only such duties as are expressly set forth herein.

B. Escrow Agent may rely and shall be protected in acting or refraining from acting upon any written notice, instructions or request furnished to it hereunder and believed by it to be genuine and to have been signed or presented by the proper party or parties.

C. Escrow Agent shall not be liable for any action taken by it in good faith, and believed by it to be authorized or within the rights or powers conferred upon it by this Agreement, and may consult with counsel of its own choice and shall have full and complete authorization and protection for any action taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel.

D. Escrow Agent may resign and be discharged from its duties or obligations hereunder by giving notice in writing of such resignation specifying a date when such resignation shall take effect.

E. Owner hereby agrees to pay Escrow Agent reasonable compensation for the services to be rendered hereunder, and will pay or reimburse Escrow Agent upon request for all expenses, disbursements and advances, including reasonable attorney fees, incurred or made by it in connection with carrying out its duties hereunder.

F. Owner hereby agrees to defend and indemnify Escrow Agent for, and to hold it harmless against any loss, liability or expense incurred without negligence or bad faith on the part of Escrow Agent, arising out of or in connection with its entering into this Agreement and carrying out its duties hereunder, including the cost and expense of defending itself against any claim of liability in the premises.

5. All notices and communications hereunder shall be in writing and shall be deemed to be given if sent by registered mail, return receipt requested, as follows:

DOLLAR BANK
1301 East 9th Street, 9th Floor
Cleveland, Ohio 44114
Attention: Grif King

PARKVIEW CUSTOM HOMES OF OHIO, LLC
22700 Royalton Road
Strongsville, Ohio 44149
Attention: Rick Puzzitiello, Chief Executive Officer

CITY OF STRONGSVILLE
16099 Foltz Parkway
Strongsville, Ohio 44149
Attention: Law Director

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

Signed in the presence of:

**PARKVIEW CUSTOM HOMES
OF OHIO, LLC
(an Ohio Limited Liability Co.)**

Billie R. Cutler

By: 
Its: Rick Puzzitiello
Chief Executive Officer

CITY OF STRONGSVILLE, OHIO

By: _____
Thomas P. Perciak
Its: Mayor

DOLLAR BANK

D. The R. Bell

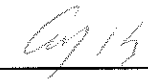
By: 
Its: VP, Treasury Management

EXHIBIT A

TO

ESCROW AGREEMENT

ESCROW AGENT FEES AND EXPENSES

- Administration Fee \$75.00
- Reimbursement for Reasonable Out-of-Pocket Expenses

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2016 – 069

By: Mr. Daymut

A RESOLUTION DECLARING THE INTENT OF THE COUNCIL OF THE CITY OF STRONGSVILLE TO ACCEPT FOR DEDICATION CERTAIN STREETS WITHIN CAMDEN VILLAS AT HIGH POINT SUBDIVISION NO. 12, IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Ordinance No. 2016-068 duly passed by this Council on _____, the Council of the City of Strongsville accepted the plat submitted by Parkview Custom Homes of Ohio, LLC., the owner of Camden Villas at High Point Subdivision No. 12 for recording purposes only; and

WHEREAS, it is the intent of this Council, after all improvements have been installed within the streets within the said subdivision and approved by the City Engineer, to accept said subdivision for dedication; and

WHEREAS, as a prerequisite for the obtaining of permits from the City of Cleveland to install water mains within the said streets of said subdivision, a resolution of intent is required from the City of Strongsville before issuing such permits.

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

Section 1. That the Council of the City of Strongsville does intend to accept for dedication, the streets shown on the subdivision plat of Camden Villas at High Point Subdivision No. 12, after all improvements, including utilities, have been installed and approved by the Engineer of the City of Strongsville, and after performance of the terms and conditions of the Agreement between the Developer and the City approved in Ordinance No. 2016-068.

Section 2. That the Clerk of Council is hereby authorized and directed to send a copy of this Resolution to the City of Cleveland, Department of Public Utilities, Division of Water.

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

CITY OF STRONGSVILLE, OHIO
RESOLUTION NO. 2016 – 069
Page 2

Section 4. That this Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to assure proper development of all lots and land within the City of Strongsville. Therefore, provided this Resolution receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

President of Council
Approved: _____
Mayor

Date Passed: _____ Date Approved: _____

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

Attest: _____
Clerk of Council

RES
ORD. No. 2016-069 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 070

By: Mayor Perciak and Mr. Schonhut

AN ORDINANCE AMENDING CHAPTER 1454 OF TITLE SIX OF PART FOURTEEN-BUILDING AND HOUSING CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE RELATING TO INSPECTION OF REGISTRATION RECORDS MAINTAINED BY MOTELS AND HOTELS, AND DECLARING AN EMERGENCY.

WHEREAS, recent developments in the law have caused the Administration to review and update various provisions in Chapter 1454 of the Codified Ordinances.

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

Section 1. That Chapter 1454 Motels and Hotels, of Title Six of Part Fourteen-Building and Housing Code of the Codified Ordinances of the City of Strongsville be and is hereby amended in order that it shall read in its entirety as follows:

**CHAPTER 1454
Motels and Hotels**

1454.01	Definitions.
1454.02	Right of entry.
1454.03	Records.
1454.04	Compliance with Zoning Code.
1454.05	Time of permitted occupancy.
1454.06	Cleanliness; report of disorder disturbance .
1454.07	Cleanliness of furniture.
1454.08	False name, registration.
1454.09	Knowledge of false name.
1454.10	Compliance required.
1454.99	Penalty.

1454.01 DEFINITIONS.

(a) "Hotel" means any structure consisting of one or more buildings, with more than five sleeping rooms, that is specifically constructed, kept, used, maintained, advertised, or held out to the public to be a place where sleeping accommodations, ~~excluding cooking facilities within the rental unit,~~ are offered for consideration to transient guests and having ~~a common entrance~~ **separate doors to the units** or entrances. The term "transient guests" means persons who contract to occupy the premises for thirty days or less.

(b) "Motel" means any structure consisting of one or more buildings, detached or semi-detached, ~~having separate outside entrances,~~ with more than five sleeping rooms, which is kept, used, maintained, advertised, or held out to the public to be a place where only overnight sleeping accommodations, ~~excluding cooking facilities within the rental unit,~~ are offered for consideration to transient guests. The term "transient guests" means persons who contract to occupy the premises on a daily basis not to exceed thirty days.

~~(Ord. 2006-197. Passed 10-2-06.)~~

1454.02 RIGHT OF ENTRY.

The Police Chief, Fire Chief, Fire Prevention Officer, Building Commissioner and their designees, within the scope of their respective enforcement duties and authority, shall have access from 8:00 a.m. until 8:00 p.m. seven days a week to each motel and hotel premises and to any unit thereof to ascertain compliance with the requirements of this Chapter, the ordinances of the City and the laws of the State of Ohio, and in a manner so as to minimize any interference with, or delay of, business operations of such motel or hotel. No person shall refuse or cause to be refused to such official admittance to any such premises in the performance of his or their duties under this chapter, or any other law, ordinance or regulation pertaining thereto.

~~(Ord. 2006-197. Passed 10-2-06.)~~

1454.03 RECORDS.

(a) The proprietor or person in charge of any motel or hotel shall keep a register or record containing the names and places of residence of all persons who lodge at or occupy quarters at such motel or hotel and the make, model and auto license registration, if any, of any motor vehicle owned or operated by such persons while lodging or occupying quarters at such motel or hotel. Upon request, such register or record ~~shall~~ **may** be provided to police authorities and to any other law enforcement officials between the hours of 8:00 a.m. and 8:00 p.m.

(b) The time of arrival of an occupant of each separate room, suite, or other separate unit in any motel or hotel shall be noted upon such register or record, and in no event shall there be a letting to or occupancy by any other persons of such room, suite, or other separate unit within the twenty-four hour period next following the time so noted.

(c) No person shall occupy any room, suite or other separate unit in any motel or hotel within the City unless such room, suite, or other separate unit shall ~~be have been constructed maintained~~ in full compliance with the Building Code, **Property Maintenance Code, Fire Code, and all other relevant laws** of the City.

~~(Ord. 2006-197. Passed 10-2-06.)~~

1454.04 COMPLIANCE WITH ZONING CODE.

Unless existing at the effective date of this chapter (Ordinance 1954-29, passed June 7, 1954), no motel or hotel shall be permitted in any way to operate unless the same shall be ~~located within a so-called Business District as the same is established by the provisions of the Zoning Ordinance in compliance with the zoning laws of the City.~~
(~~Ord. 2006-197. Passed 10-2-06.~~)

1454.05 TIME OF PERMITTED OCCUPANCY.

No person residing within the City for a period of thirty days, or over, is to be deemed a transient guest under the provisions of this Chapter, nor shall the owner, operator or person in control of any motel or hotel permit any person(s) to occupy any unit therein for a period in excess of thirty (30) days unless such motel or hotel is so licensed by the State of Ohio pursuant to Ohio Revised Code Chapter 3731 or any other licensing agency; and is constructed as to be in full compliance with the laws and ordinances of the City and State of Ohio applicable to motel or hotels.
(Ord. 2006-197. Passed 10-2-06.)

1454.06 CLEANLINESS; REPORT OF DISORDER/DISTURBANCE.

Every motel or hotel and all parts thereof and places appurtenant thereto, which are under the control of the owner or operator thereof, shall be maintained in good repair, thoroughly clean and free from any accumulation of filth, garbage, rubbish or other waste. Receptacles sufficient to contain all the garbage, rubbish and other waste accumulated therein shall be provided as required by law, and all garbage, rubbish and other waste shall be disposed of as required by law. All dogs and cats belonging to the occupants thereof shall be kept under control at all times, and all ~~disorders/disturbances~~ in or upon the premises shall be promptly reported to the proper authorities.
(~~Ord. 2006-197. Passed 10-2-06.~~)

1454.07 CLEANLINESS OF FURNITURE.

No motel or hotel shall be used unless all beds, bed clothing, furniture and furnishings therein contained are kept clean and free from vermin, and the premises **are kept** free from nuisances of any sort.
(~~Ord. 2006-197. Passed 10-2-06.~~)

1454.08 FALSE NAME, REGISTRATION.

No person shall register for accommodations at any motel or hotel under a false, fictitious or assumed name, without first making his/**her** true name known to the person in charge thereof.
(~~Ord. 2006-197. Passed 10-2-06.~~)

1454.09 KNOWLEDGE OF FALSE NAME.

No person, employed by or connected with the management of a motel or hotel, having knowledge of a false, fictitious or assumed name being registered at such lodging house, motel or tourist court, shall fail, refuse or neglect to furnish information in relation thereto to any court or law enforcement official when called upon to do so.

(Ord. 2006-197. Passed 10-2-06.)

1454.10 COMPLIANCE: REQUIRED.

No person shall fail or refuse to comply with the provisions of this chapter.

(Ord. 2006-197. Passed 10-2-06.)

1454.99 PENALTY.

Any owner, operator, or person in control of a motel or hotel who allows a violation or fails to comply with any of the provisions of this chapter is guilty of a misdemeanor of the first degree for each offense. Any other person who violates or fails to comply with any of the provisions of this chapter is guilty of a misdemeanor of the fourth degree, for each offense. A separate offense shall be deemed committed each day during or on which a violation or noncompliance occurs or continues.

(Ord. 2006-197. Passed 10-2-06.)

Section 2. That any ordinances or parts thereof inconsistent with this Ordinance be and are hereby repealed.

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

Section 4. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the public health, safety and welfare of the City, and for the further reason that it is immediately necessary to adjust the City's Ordinances to conform them to new constitutional standards concerning law enforcement inspection of motel and hotel registration records and to avoid legal entanglements. 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. 2016 – 070
Page 5

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

Attest: _____
Clerk of Council

ORD. No. 2016-070 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 071

By: Mayor Perciak and All Members of Council

AN ORDINANCE AMENDING SECTION 2 OF ORDINANCE NO. 2015-257 TO INCREASE THE APPROPRIATED NOT-TO-EXCEED AMOUNT WITH W.W. WILLIAMS CO., FOR FURTHER EMERGENCY REPAIRS TO THE EMERGENCY GENERATORS AT FIRE STATION NO. 3 AND THE WALTER F. EHRSFELT RECREATION CENTER, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.

WHEREAS, the Service Department determined that emergency repairs were necessary for the emergency generators at Fire Station No. 3 and the Walter F. Ehrnfelt Recreation Center; and

WHEREAS, therefore, it was immediately necessary to contract with an existing qualified and readily available local vendor already providing services to the City, which could promptly make all of the aforesaid immediate and unique repairs needed for such generators in order to protect the health, safety, welfare and property of the City, its officers, employees, agents, and guests; and

WHEREAS, through adoption of Ordinance No. 2015-257, the Council approved and authorized the Mayor to enter into a contract with W.W. Williams Co. for various emergency repairs to the Medic 2 Rescue Squad and emergency generators at the Strongsville Police Department and Fire Station Nos. 2 and 4, in a total amount not to exceed \$18,514.68; and

WHEREAS, since then, the City's Director of Public Service has determined the necessity for further emergency repairs to the emergency generators at Fire Station No. 3 and the Walter F. Ehrnfelt Recreation Center; and

WHEREAS under the circumstances, the City's Service Department, therefore, now recommends approval of a contract modification in an amount not to exceed an additional \$809.88 to pay for such further necessary work that was undertaken in 2015; and

WHEREAS, it is accordingly necessary for Council to allocate the additional funds on an emergency basis by amending the prior Ordinance, and modifying the original not-to-exceed amount, in order that the new total amount is authorized up to \$19,324.56.

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, as set out in Article V, §5 of the Charter, that there was a real and present emergency in the operation of the Fire and Recreation Departments of the City of Strongsville and that it was immediately necessary to enter into a contract and purchase orders, without public bidding, with the City's current vendor **W. W. WILLIAMS CO.**, in order to make the necessary emergency repairs to the emergency generators at Fire Station No. 3 and at the City's Recreation Center, in order to protect the health, safety, welfare and property of the City, its officers, employees, agents, and guests.

Section 2. That Section 2 of Ordinance No. 2015-257 is hereby amended to read in its entirety as follows:

Section 2. That, for the reasons aforesaid, this Council hereby ratifies, confirms and approves the Mayor's entering into a contract and various purchase orders with W. W. Williams Co., without public bidding, in an amount not to exceed a total of ~~\$18,514.68~~**\$19,324.56** for labor and materials, for immediate repairs to the Medic 2 Rescue Squad and emergency generators at the Police Department, ~~and~~ Fire Station Nos. 2, 3 and 4, ~~and the~~ **Walter F. Ehrnfelt Recreation Center**, as more fully set forth in the invoices marked as Exhibits A, B, C, ~~and~~ D, **E, F, and G** attached hereto and incorporated herein by reference, for which payment shall be made by the Director of Finance."

Section 3. That for the reasons aforesaid, this Council hereby approves and authorizes the Mayor to enter into an amendment, without public bidding, to the contract with **W.W. WILLIAMS CO.**, and/or by way of additional purchase orders for further emergency cleaning, maintenance and repair services to additional areas of the City, in order to increase the not-to-exceed amount a total of \$809.88, from \$18,514.68 to \$19,324.56.

Section 4. That the funds for the purpose of the aforesaid expenditures have been appropriated and shall be paid from the Fire Levy Fund and the Multi-Purpose Complex Fund.

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

Section 6. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to amend the prior Ordinance and contract in order to provide sufficient funds for payment

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2016 – 071
Page 2

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

_____ Approved: _____
 President of Council Mayor

Date Passed: _____ Date Approved: _____

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

Attest: _____
 Clerk of Council

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

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

W.W. Williams

1176 Industrial Parkway, North
Brunswick, OH 44212-2342
Phone: (330)225-7751
Fax: (330)225-5940
Federal ID#: 31-1024851

COPY INVOICE

Invoice #	5222012-00
Invoice Date	12/21/15

Sold To	CITY OF STRONGSVILLE 16099 FOLTZ INDUSTRIAL PKWY STRONGSVILLE OH 44149			Ship To	CITY OF STRONGSVILLE WALTER F EHRNFE REC CENTER 18100 ROYALTON RD STRONGSVILLE OH 44136-5127		
	Customer Number	Cust PO Number	Order Date		Terms	Repair Order Number	
535740	VERBAL DON GOLAK	12/21/15	N15	5254414-000			
		Received Date	Work Location	Customer Contact			
		12/21/15	FIELD 44136	DON GOLAK			

WARRANTY/TERMS AND CONDITIONS*

The seller warrants its workmanship for 90 days after completion of services. Products sold are warranted exclusively by the manufacturer. The seller expressly disclaims all other warranties, expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose. *For complete warranty limitations, disclaimers and detailed Terms and Conditions please see www.williams.com/Terms

Line #	Product / Description	Qty Ordered	Qty B/O	Qty Shipped	Qty U/M	Unit Price	Extended Amount
--------	-----------------------	-------------	---------	-------------	---------	------------	-----------------

DD
VIN #: 5362003272
OEM Mfr: DETROIT DIESEL
OEM Model #: R1637M36
Fleet/Trk #: STRONGSVIL

Comp. Mfr: DETROIT DIESEL
Serial #: 2100089
Model #:
Miles/Hrs: 364 HOURS

PAST DUE
PLEASE REMIT OR CALL TO RESOLVE
Pam Mori: 800-999-0933 EXT. 21145
614-228-5000
pmori@www.williams.com

Problem Descrip: UNIT IN LOW COOLANT ALARM
Cause: UNKNOWN

Work Performed: 12/21/2015:
TRAVELED TO SITE AND MET WITH DON AND HE SAID UNIT WENT INTO ALARM YESTERDAY. HE CAME IN TODAY AND STARTED UNIT TO WARM UP. CHECK BLOCK HEATER AND IT IS FUNCTIONING. RTURNED UP THERMOSTAT FROM 125F TO 145F. DON TO CHECK TEMPERATURE DAILY TO SEE IF THE PROBLEM CONTINUES.
BLOCK HEATER GN42089 RECSS10908 9000W 208VAC 1PH 43.3A

SIGN OFF: DON GOLAK

THANK YOU FOR YOUR BUSINESS, THIS UNIT HAS BEEN SERVICED BY AN EGSA CERTIFIED ELECTRICAL GENERATOR SYSTEMS TECHNICIAN. SHOULD YOU HAVE ANY QUESTIONS ABOUT THIS INVOICE FEEL FREE TO CONTACT US AT 800-321-0459.

*** YOUR COMPLETE SATISFACTION IS VERY IMPORTANT TO US. ***
IN ORDER TO ENSURE THAT WE ARE DELIVERING THE LEVEL OF SERVICE THAT YOU DESERVE, PLEASE TAKE A MOMENT TO COMPLETE OUR CUSTOMER SATISFACTION SURVEY ONLINE AT:
WWW.WILLIAMS.COM/GENSURVEY.

1	MILEAGE 2025 MILEAGE 1GBJC34D56E203007	16.00	0.00	16.00	EACH	2.00	32.00
---	--	-------	------	-------	------	------	-------



W.W. Williams

1176 Industrial Parkway, North
Brunswick, OH 44212-2342
Phone: (330)225-7751
Fax: (330)225-5940
Federal ID#: 31-1024851

COPY INVOICE

Invoice #	5222012-00
Invoice Date	12/21/15

Sold To	CITY OF STRONGSVILLE 16099 FOLTZ INDUSTRIAL PKWY STRONGSVILLE OH 44149			Ship To	CITY OF STRONGSVILLE WALTER F EHRNFE REC CENTER 18100 ROYALTON RD STRONGSVILLE OH 44136-5127	
	Customer Number	Cust PO Number	Order Date		Terms	Repair Order Number
	535740	VERBAL DON GOLAK	12/21/15	N15	5251414-000	
			Received Date	Work Location	Customer Contact	
			12/21/15	FIELD 44136	DON GOLAK	

WARRANTY/TERMS AND CONDITIONS*

The seller warrants its workmanship for 90 days after completion of services. Products sold are warranted exclusively by the manufacturer. The seller expressly disclaims all other warranties, expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose. *For complete warranty limitations, disclaimers and detailed Terms and Conditions please see wwilliams.com/Terms

Line #	Product / Description	Qty Ordered	Qty B/O	Qty Shipped	Qty U/M	Unit Price	Extended Amount
	Parts	32.00					
	Labor	250.00					

Sub Total:	282.00
EPA:	0.00
Misc:	0.00
Sales Tax:	0.00
Invoice Total:	282.00
Tendered:	0.00
Balance Due:	282.00

PLEASE REMIT IN U.S. DOLLARS TO:
W. W. WILLIAMS
DEPT L- 303
Columbus, OH 43260-9303

FINANCE CHARGES OF 1.50 % PER MONTH APPLIED TO ALL ACCOUNTS IN ARREARS

W.W. Williams

1176 Industrial Parkway, North
 Brunswick, OH 44212-2342
 Phone: (330)225-7751
 Fax: (330)225-5940
 Federal ID#: 31-1024851

Invoice #	5219849-00
Invoice Date	10/14/15

Sold To CITY OF STRONGSVILLE 16099 FOLTZ INDUSTRIAL PKWY STRONGSVILLE OH 44149	Ship To CITY OF STRONGSVILLE FIRE STATION #3 22000 ALBION RD STRONGSVILLE OH 44149			
Customer Number 535740	Cust PO Number 336	Order Date 10/13/15	Terms N15	Repair Order Number 5250624-000
		Received Date 10/13/15	Work Location FIELD 44149	Customer Contact AL ROURKE

WARRANTY/TERMS AND CONDITIONS*

The seller warrants its workmanship for 90 days after completion of services. Products sold are warranted exclusively by the manufacturer. The seller expressly disclaims all other warranties, expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose. *For complete warranty limitations, disclaimers and detailed Terms and Conditions please see www.williams.com/Terms

Line #	Product / Description	Qty Ordered	Qty B/O	Qty Shipped	Qty U/M	Unit Price	Extended Amount
--------	-----------------------	-------------	---------	-------------	---------	------------	-----------------

F0
 VIN #: I790447689
 OEM Mfr: ONAN GENERATOR SET
 OEM Model #: 30.0EK-15R/21529M
 Fleet/Trk #:

Comp. Mfr: FORD ENGINE
 Serial #: 27099-R-28-HR
 Model #: CSG-649I-6005-A
 Miles/Hrs: 705 HOURS

Problem Descrip: NATURAL GAS UNIT WILL NOT START.
 JUMP RELAY AND UNIT STARTS.

Cause: UNKOWN

Work Performed: 10/13/2015:
 TRAVELLED TO SITE AND GAINED ACCESS. MET WITH AL ROURKE.
 AL SAID THE UNIT DID NOT EXERCISE THIS WEEK WHEN HE CAME TO STATION.
 HE SAID THE UNIT WOULD NOT START IN MANUAL SO HE JUMPERED THE AUX START RELAY AND THE UNIT CRANKED.
 HE DID NOT ALLOW UNIT TO CRANK LONG ENOUGH TO START.
 MET WITH ASSISTANT CHIEF AT STATION.
 GATHERED MY TOOL AND WENT INTO GENERATOR ROOM.
 CHECKED UNITS OIL AND WATTER. BOTH GOOD.
 LOCATED A COUPLE OF CHAFED WIRES IN THE CONTROL CABINET.
 REMOVED BAD SECTIONS AND RETIE WIRE BUNDLES.
 START AND STOP UNIT FROM TRANSFER SWITCH 6 TIMES. OKAY.
 MANUAL MODE WORKED OKAY.
 COULD NOT FIND ANY OTHER PROBLEMS AT THIS TIME.
 JOB COMPLETED.

SIGNED OFF: LT. CHARLES A ZERMAN JRR.

THANK YOU FOR YOUR BUSINESS, THIS UNIT HAS BEEN SERVICED BY AN EGSA CERTIFIED ELECTRICAL GENERATOR SYSTEMS TECHNICIAN. SHOULD YOU HAVE ANY QUESTIONS ABOUT THIS INVOICE FEEL FREE TO CONTACT US AT 800-321-0459.

*** YOUR COMPLETE SATISFACTION IS VERY IMPORTANT TO US. ***

PAST DUE
 PLEASE REMIT OR CALL TO REPAIR
 Pam Mori: 800-999-0933 EXT 2
 614-228-5000
 pmori@ww



COPY

W.W.Williams

1176 Industrial Parkway, North
 Brunswick, OH 44212-2342
 Phone: (330)225-7751
 Fax: (330)225-5940
 Federal ID#: 31-1024851

INVOICE

Invoice #	5219849-00
Invoice Date	10/14/15

Sold To	CITY OF STRONGSVILLE 16099 FOLTZ INDUSTRIAL PKWY STRONGSVILLE OH 44149			Ship To	CITY OF STRONGSVILLE FIRE STATION #3 22000 ALBION RD STRONGSVILLE OH 44149	
	Customer Number	Cust PO Number	Order Date		Terms	Repair Order Number
	535740	336	10/13/15	N15	5250624-000	
			Received Date	Work Location	Customer Contact	
			10/13/15	FIELD 44149	AL ROURKE	

WARRANTY/TERMS AND CONDITIONS*

The seller warrants its workmanship for 90 days after completion of services. Products sold are warranted exclusively by the manufacturer. The seller expressly disclaims all other warranties, expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose. *For complete warranty limitations, disclaimers and detailed Terms and Conditions please see www.williams.com/Terms

Line #	Product / Description	Qty Ordered	Qty B/O	Qty Shipped	Qty U/M	Unit Price	Extended Amount
IN ORDER TO ENSURE THAT WE ARE DELIVERING THE LEVEL OF SERVICE THAT YOU DESERVE, PLEASE TAKE A MOMENT TO COMPLETE OUR CUSTOMER SATISFACTION SURVEY ONLINE AT: WWW.WWILLIAMS.COM/GENSURVEY							
1	MILEAGE 2025 MILEAGE 1GBJC34D56E203007	14.00	0.00	14.00	EACH	2.00	28.00
	Parts	28.00					
	Labor	471.88					

PLEASE REMIT IN U.S. DOLLARS TO:
 W. W. WILLIAMS
 DEPT L- 303
 Columbus, OH 43260-9303

Sub Total: 499.88
 Sales Tax: 0.00
 Invoice Total: 499.88
 Tendered: 0.00
 Balance Due: 499.88

FINANCE CHARGES OF 1.50 % PER MONTH APPLIED TO ALL ACCOUNTS IN ARREARS



W.W. Williams

W. W. WILLIAMS CO.
835 WEST GOODALE BLVD
COLUMBUS, OH 43212

Phone: (800)545-7116 CREDIT DEPT
Fax: (404)361-3770

COPY

INVOICE

Invoice #	5219849-99
Invoice Date	10/14/15
Customer #	535740
Due Date	10/29/15
Terms	NET 15

<i>Bill To</i>	CITY OF STRONGSVILLE 16099 FOLTZ INDUSTRIAL PKWY STRONGSVILLE, OH 44149
----------------	---

<i>Ship To</i>	
----------------	--

This order was posted as an Invoice

CORRECTION 28.00

Invoice Total: 28.00

PAST DUE
PLEASE REMIT OR CALL TO RESOLVE
 Pam Mori: 800-999-0933 EXT. 21145
 614-228-5000
 pmori@wwwilliams.com

CALL TO RESOLVE
 800-999-0933 EXT. 21145
 614-228-5000
 pmori@wwwilliams.com

Mileage on invoice 5219849-00 was omitted in error.



Please Remit to:

W. W. WILLIAMS
DEPT L. 303
COLUMBUS, OH 43260-9303

FINANCE CHARGES OF 1.50 % PER MONTH APPLIED TO ALL ACCOUNTS IN ARREARS

EXHIBIT G