

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 025

By: Mayor Perciak and Mr. Daymut

AN ORDINANCE AMENDING SECTION 1240.08(c) BY ADDING SUBSECTION (22), AND AMENDING SUBSECTIONS 1262.04(a)(1) AND 1262.05(a)(1) OF TITLE SIX OF PART TWELVE OF THE PLANNING AND ZONING CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE, IN ORDER TO ELIMINATE SELF-STORAGE AND MINI STORAGE FACILITIES FROM GENERAL INDUSTRIAL DISTRICTS, AND DECLARING AN EMERGENCY.

WHEREAS, it is the intent of this Council to establish appropriate zoning regulations for General Industrial (GI) and General Industrial-A (GI-A) Districts; and

WHEREAS, the elimination of self-storage or mini storage facilities from General Industrial Districts is consistent with the goals and objectives of the Strongsville 2015 Comprehensive Plan Update.

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

Section 1. That existing Section 1240.08(c) of Chapter 1240, of Title Six of Part Twelve Planning and Zoning Code, of the Codified Ordinances of the City of Strongsville, be and is hereby amended by adding Subsection (22) to read as follows:

1240.08 DEFINITIONS.

(a) Interpretation. Words in this Zoning Code are normally defined according to their ordinary English usage. Certain terms are, however, defined in this chapter and wherever used in this Zoning Code, they shall have the meanings set forth herein, unless the context clearly indicates a different meaning.

(b) General Terms.

(1) The word "shall" is to be interpreted as mandatory and shall be complied with unless waived; "may" is to be interpreted as having permission or being allowed to carry out a provision; "should" is to be interpreted as expressing that the application of such criteria or standards is desired and essential unless commensurate criteria or standards are achieved.



City of Strongsville

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www.strongsville.org



City Council

Michael J. Daymut
Ward 1

Matthew A. Schonhut
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

Duke 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 3, 2016

MEETING NOTICE

City Council has scheduled the following meetings for **Monday, March 7, 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 No. 2016-038 and Resolution No. 2016-039.

Motion to approve the Recreation and Community Services Committee Meeting Minutes of February 16, 2016.

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

Public Service and Conservation Committee will meet to discuss Ordinance Nos. 2016-040, 2016-041, 2016-042 and Resolution Nos. 2016-043 and 2016-044.

Public Safety and Health Committee will meet to discuss Ordinance Nos. 2016-045, 2016-046, 2016-047, 2016-048, 2016-049, 2016-050 and 2016-051.

Finance Committee will meet to discuss Resolution Nos. 2016-052 and 2016-053.

Planning, Zoning and Engineering Committee will meet to discuss Ordinance Nos. 2016-025, 2016-054, 2016-055, 2016-056, 2016-057 and 2016-058.

Committee of the Whole will meet to discuss Ordinance Nos. 2016-036 and 2016-059. The Council will then consider a motion to adjourn into **Executive Session** to discuss legal matters with the Law Director.

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 7, 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 – February 16, 2016*
6. APPOINTMENTS, CONFIRMATIONS, AWARDS AND RECOGNITION:
7. PUBLIC HEARING:
 - *Request for formal presentation by Applicant and review by Council under Section 1272.12(a)(5), of the application to amend the Master Sign Program for SouthPark Mall.*
8. 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 ratify, approve and note the burial of Bryan B. Kevdzija in Section D, Lot #14, Grave D, based on the owner's designation of wishes for interments in the Strongsville Municipal Cemetery.*
 - RECREATION AND COMMUNITY SERVICES – Mr. Short:
 - COMMITTEE-OF-THE-WHOLE – Mr. Southworth:

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

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

10. AUDIENCE PARTICIPATION:

11. ORDINANCES AND RESOLUTIONS:

- Ordinance No. 2016-025 by Mayor Perciak and Mr. Daymut. AN ORDINANCE AMENDING SECTION 1240.08(c) BY ADDING SUBSECTION (22), AND AMENDING SUBSECTIONS 1262.04(a)(1) AND 1262.05(a)(1) OF TITLE SIX OF PART TWELVE OF THE PLANNING AND ZONING CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE, IN ORDER TO ELIMINATE SELF-STORAGE AND MINI STORAGE FACILITIES FROM GENERAL INDUSTRIAL DISTRICTS, AND DECLARING AN EMERGENCY. *First reading and referred to Planning Commission 02-16-16. Favorable recommendation by Planning Commission 02-25-16.*
- 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.*
- Ordinance No. 2016-038 by Mayor Perciak and Mr. Short. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO ANOTHER NON-EXCLUSIVE RENTAL/OCCUPANCY AGREEMENT WITH THE STRONGSVILLE LACROSSE ASSOCIATION ON A LIMITED BASIS FOR 2016, FOR THE CITY'S FOOTBALL FIELDS LOCATED ON LUNN ROAD IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Resolution No. 2016-039 by Mayor Perciak and Mr. Short. A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE A REQUEST FOR QUALIFICATIONS AND PROPOSALS FOR ARCHITECTURAL AND ENGINEERING DESIGN AND CONSULTING SERVICES FOR THE RENOVATION OF FOUR LOCKER ROOMS AT THE CITY'S EHRNFELT RECREATION CENTER.
- Ordinance No. 2016-040 by Mr. Carbone. AN ORDINANCE AUTHORIZING THE SALE AT PUBLIC AUCTION OF CERTAIN OBSOLETE AND SURPLUS VEHICLES NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE, AND DECLARING AN EMERGENCY.
- Ordinance No. 2016-041 by Mr. Carbone. AN ORDINANCE AUTHORIZING THE DISPOSAL OF DEPARTMENT OF PUBLIC SERVICE EQUIPMENT NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE, AND DECLARING AN EMERGENCY.

- Ordinance No. 2016-042 by Mr. Carbone. AN ORDINANCE AUTHORIZING THE SALE BY INTERNET AUCTION, OF CERTAIN OBSOLETE PROPERTY NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE BY THE CITY'S PUBLIC SERVICE DEPARTMENT, AND DECLARING AN EMERGENCY.
- Resolution No. 2016-043 by Mr. Carbone. A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS FOR THE PURCHASE OF UP TO FIVE TRAILER MOUNTED LEAF VACS TO BE USED BY THE SERVICE DEPARTMENT OF THE CITY OF STRONGSVILLE.
- Resolution No. 2016-044 by Mayor Perciak and Mr. Carbone. A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS FOR THE REMOVAL AND REPLACEMENT OF THE ROOF AND ALL RELATED ITEMS AT WASTEWATER TREATMENT PLANTS "B" AND "C", AND THE WESTWOOD LIFT STATION BUILDING, IN THE CITY OF STRONGSVILLE.
- Ordinance No. 2016-045 by Mayor Perciak and Mr. DeMio. AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO AN AGREEMENT WITH TAC COMPUTER, INC. FOR CONTINUATION OF COMPUTER SOFTWARE AND MAINTENANCE SERVICES FOR THE STRONGSVILLE POLICE AND FIRE DEPARTMENTS, INCLUDING THE CITY'S REGIONAL PUBLIC SAFETY DISPATCH CENTER, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.
- Ordinance No. 2016-046 by Mayor Perciak and Mr. DeMio. AN ORDINANCE AUTHORIZING THE MAYOR TO MAKE AN APPLICATION WITH THE LOCAL GOVERNMENT INNOVATION COUNCIL FOR A GRANT UNDER THE LOCAL GOVERNMENT SAFETY CAPITAL GRANT PROGRAM, FOR FINANCIAL ASSISTANCE TO PURCHASE VARIOUS EQUIPMENT FOR USE BY THE CITY OF STRONGSVILLE POLICE DEPARTMENT AND SOUTHWEST EMERGENCY DISPATCH CENTER, AND DECLARING AN EMERGENCY.
- Ordinance No. 2016-047 by Mayor Perciak and Mr. DeMio. AN ORDINANCE AUTHORIZING THE MAYOR TO MAKE AN APPLICATION WITH THE LOCAL GOVERNMENT INNOVATION COUNCIL FOR A GRANT UNDER THE LOCAL GOVERNMENT SAFETY CAPITAL GRANT PROGRAM, FOR FINANCIAL ASSISTANCE TO PURCHASE VARIOUS EQUIPMENT FOR USE BY THE CITY OF STRONGSVILLE FIRE DEPARTMENT, AND DECLARING AN EMERGENCY.
- Ordinance No. 2016-048 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 ACCESSORIES FOR USE BY THE CITY'S POLICE DEPARTMENT, AND FOR TRADE-IN OF ONE (1) 2008 HARLEY-DAVIDSON POLICE MOTORCYCLE, AND TO HAVE THE SALE PRICE APPLIED TO THE PURCHASE PRICE, WITHOUT PUBLIC BIDDING FOR SUCH SALE, AND DECLARING AN EMERGENCY.

- Ordinance No. 2016-049 by Mayor Perciak and Mr. DeMio. AN ORDINANCE REQUESTING PARTICIPATION IN OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES CONTRACTS FOR THE PURCHASE OF THREE (3) 2016 FORD UTILITY INTERCEPTOR VEHICLES, ALL WITH BASIC OPTIONS AND APPURTENANCES, FOR USE BY THE POLICE DEPARTMENT OF THE CITY; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO DO ALL THINGS NECESSARY TO ENTER INTO AGREEMENTS IN CONNECTION THEREWITH; AND DECLARING AN EMERGENCY.
- Ordinance No. 2016-050 by Mayor Perciak and Mr. DeMio. AN ORDINANCE REQUESTING PARTICIPATION IN OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES CONTRACTS FOR THE PURCHASE OF FOUR (4) 2016 DODGE CHARGER VEHICLES, WITH BASIC OPTIONS AND APPURTENANCES, FOR USE BY THE POLICE DEPARTMENT OF THE CITY; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO DO ALL THINGS NECESSARY TO ENTER INTO AGREEMENTS IN CONNECTION THEREWITH; AND DECLARING AN EMERGENCY.
- Ordinance No. 2016-051 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 AND A MOTORCYCLE SEPARATELY PURCHASED FOR USE BY THE POLICE DEPARTMENT; AUTHORIZING THE MAYOR TO ENTER INTO CONTRACTS WITH VARIOUS VENDORS, WITHOUT PUBLIC BIDDING; AND DECLARING AN EMERGENCY.
- Resolution No. 2016-052 by Mayor Perciak and Mr. Dooner. A RESOLUTION CONFIRMING THE CITY'S PRACTICE TO PICK-UP THE EMPLOYEE CONTRIBUTIONS FOR THE VOLUNTARY PURCHASE OF MILITARY SERVICE CREDIT FOR STRONGSVILLE FIRE DEPARTMENT EMPLOYEES WHO ARE MEMBERS OF THE OHIO POLICE & FIRE PENSION FUND, THROUGH A SALARY REDUCTION PICK-UP-PLAN, AND DECLARING AN EMERGENCY.
- Resolution No. 2016-053 by Mayor Perciak and Mr. Dooner. A RESOLUTION CONFIRMING THE CITY'S PRACTICE TO PICK-UP THE EMPLOYEE CONTRIBUTIONS FOR THE VOLUNTARY PURCHASE OF MILITARY SERVICE CREDIT FOR STRONGSVILLE POLICE DEPARTMENT EMPLOYEES WHO ARE MEMBERS OF THE OHIO POLICE & FIRE PENSION FUND, THROUGH A SALARY REDUCTION PICK-UP-PLAN, AND DECLARING AN EMERGENCY.
- Ordinance No. 2016-054 by Mr. Daymut. AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT AN ASSIGNMENT OF EASEMENTS FROM LOVE FARM DEVELOPMENT CO., LTD., FOR THE PURPOSES OF CONSTRUCTING, RECONSTRUCTING, MAINTAINING, OPERATING AND REPAIRING A SANITARY SEWER SYSTEM AND APPURTENANCES IN CONNECTION WITH LOVE FARM SUBDIVISION, AND DECLARING AN EMERGENCY.

- Ordinance No. 2016-055 by Mr. Daymut. AN ORDINANCE ACCEPTING FOR DEDICATION TO PUBLIC USE CERTAIN LANDS WITHIN THE LOVE FARM SUBDIVISION; ACCEPTING CERTAIN PUBLIC UTILITIES CONSTRUCTED THEREIN AND AUTHORIZING AND DIRECTING THE ACTS REQUIRED IN FURTHERANCE THEREOF, AND DECLARING AN EMERGENCY.
- Ordinance No. 2016-056 by Mr. Daymut. AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE LOCATED AT 9200 PEARL ROAD IN THE CITY OF STRONGSVILLE FROM R-RS (RESTAURANT-RECREATIONAL SERVICES) CLASSIFICATION TO MS (MOTORIST SERVICE) CLASSIFICATION (PPN 395-03-006), AND DECLARING AN EMERGENCY.
- Ordinance No. 2016-057 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A REGIONAL STORMWATER MANAGEMENT PROGRAM SERVICE AGREEMENT BETWEEN THE NORTHEAST OHIO REGIONAL SEWER DISTRICT AND THE CITY OF STRONGSVILLE, IN ORDER TO ALLOW CONSISTENT AND COORDINATED DELIVERY OF REGIONAL STORMWATER MANAGEMENT SERVICES WITHIN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Ordinance No. 2016-058 by Mayor Perciak and Mr. Daymut. AN ORDINANCE AMENDING THE MASTER SIGN PROGRAM FOR SOUTHPARK MALL, AND DECLARING AN EMERGENCY. [The Commons at SouthPark]
- Ordinance No. 2016-059 by Mayor Perciak and All Members of Council. AN ORDINANCE APPROVING AND ADOPTING REPLACEMENT PAGES TO THE CODIFIED ORDINANCES OF THE CITY FOR THE LAST HALF OF 2015, REPEALING ORDINANCES AND RESOLUTIONS IN CONFLICT THEREWITH, AND DECLARING AN EMERGENCY.

12. COMMUNICATIONS, PETITIONS AND CLAIMS:

- Application for Permit: NEW-D5: To: Copper Dollar 2 Inc., DBA: Bennetts Bar & Grill; 19616 W. 130th Street, Strongsville, Ohio 44136 (Responses must be postmarked no later than 3/18/2016).

13. MISCELLANEOUS BUSINESS:

- *Motion of Council members to designate the Clerk of Council, Aimee Pientka for Public Records training on their behalf under the requirements of State Law.*

14. ADJOURNMENT:

- (2) All words used in the singular shall include the plural, and all words used in the present tense shall include the future tense, unless the context clearly indicates the contrary.
- (3) The phrase "used for" shall include "arranged for," "designed for," "intended for," "maintained for" and "occupied for."
- (4) "Regulation" means a rule, restriction or other mandatory provision in this Zoning Code intended to control, require or prohibit an act.
- (5) "Standard" means a test, measure, model or example of quantity, extent or quality.
- (6) "Criterion" means a principle by which the planning of a development area shall be guided.
- (7) "City" means the city of Strongsville.
- (8) "Commission" means the city Planning Commission.
- (9) "Council" means the legislative body of the city.
- (10) "Board" means the Board of Zoning Appeals.
- (11) "Commissioner" means the Building Commissioner of the city.
- (12) "County" means the County of Cuyahoga, Ohio.
- (13) "Clerk" means the Clerk of Council.
- (14) "Engineer" means the city Engineer.
- (15) "Person" means an individual, firm, association, corporation, trust or other legal entity, including his or its agents.
- (16) "Developer" means a person commencing proceedings under this Zoning Code to effect the development of land for himself or for another.
- (17) "Code" means the Zoning Code of the city.
- (18) "Review Board" means the Architectural Review Board of the city.

(c) Specific Terms.

* * *

(22) Self-Storage or Mini Storage Facility.

“Self-Storage or Mini Storage Facility” means any real property that is designed and used for the purpose of renting or leasing individual storage spaces in the facility, whether as rooms, lockers, containers, or other indoor and/or outdoor space, to individuals, businesses, or other entities for the purpose of storing possessions.

* * *

Section 2. That existing Section 1262.04(a)(1) of Chapter 1262, of Title Six of Part Twelve Planning and Zoning Code, of the Codified Ordinances of the City of Strongsville, be and is hereby amended to read in its entirety as follows:

1262.04 USE REGULATIONS; GENERAL INDUSTRIAL (GI) DISTRICT.

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

(a) Main Uses Permitted.

- (1) Office, laboratories, services, sales, storage and manufacturing uses permitted in Research-Development and Commercial Services Districts with the exception of veterinarians' offices, animal hospitals, **self-storage or mini storage facilities**, and kennels.

~~(Ord. 2008-093. Passed 7-21-08.)~~

* * *

Section 3. That existing Section 1262.05(a)(1) of Chapter 1262, of Title Six of Part Twelve Planning and Zoning Code, of the Codified Ordinances of the City of Strongsville, be and is hereby amended to read in its entirety as follows:

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

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

(a) Main Uses Permitted.

- (1) Office, laboratories, services, sales, storage and manufacturing uses permitted in General Industrial, Research-Development and Commercial Services Districts with the exception of veterinarians' offices, animal hospitals, **self-storage or mini storage facilities**, and kennels.

* * *

Section 4. That in case of conflict between any provision of this Ordinance and any other ordinance or resolution, or part thereof, the provisions of this Ordinance shall prevail and apply, unless a conflicting provision is deemed to be more restrictive.

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 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 in order to provide for the proper development of lots and lands within the City, and to enhance economic development. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

First reading: February 16, 2016
 Second reading: _____
 Third reading: _____
 Public Hearing: _____

Referred to Planning Commission

February 17, 2016
 Favorable recommendation
 Approved: by PC February 25, 2016

 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. 2016-025 Amended: _____
 1st Rdg. 02-16-16 Ref: PC/PZE
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

Favorable recommendation by PC 2/25/16

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

CITY OF STRONGSVILLE
OFFICE OF THE COUNCIL

MEMORANDUM

TO: Planning Commission
FROM: Aimee Pientka, Clerk of Council
DATE: February 17, 2016
SUBJECT: Referral from Council: Ordinance No. 2016-025

At its regular meeting of February 17, 2016, City Council referred the following Ordinances to the Planning Commission for its report and recommendation thereon:

- AN ORDINANCE AMENDING SECTION 1240.08(c) BY ADDING SUBSECTION (22), AND AMENDING SUBSECTIONS 1262.04(a)(1) AND 1262.05(a)(1) OF TITLE SIX OF PART TWELVE OF THE PLANNING AND ZONING CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE, IN ORDER TO ELIMINATE SELF-STORAGE AND MINI STORAGE FACILITIES FROM GENERAL INDUSTRIAL DISTRICTS, AND DECLARING AN EMERGENCY.

Copies of the ordinances are attached for Planning Commission review.

AKP
Attachment

MEMORANDUM

TO: Aimee Pientka, Council Clerk
Ken Kraus, Law Director

FROM: Carol Oprea, Administrative Assistant, Boards & Commissions

SUBJECT: Referrals to Council

DATE: February 26, 2016

Please be advised that at its meeting of February 25, 2016, the Strongsville Planning Commission gave Favorable Recommendation to the following;

ORDINANCE NO. 2016-025

An Ordinance Amending Section 1240.08(c) by Adding Subsection (22), and Amending Subsections 1262.04(a)(1) and 1262.05(a)(1) of Title Six of Part Twelve of the Planning and Zoning Code of the Codified Ordinances of the City of Strongsville, in order to eliminate Self-Storage and Mini Storage Facilities from General Industrial Districts.

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
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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. _____ Ref: _____
 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 – 038

By: Mayor Perciak and Mr. Short

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO ANOTHER NON-EXCLUSIVE RENTAL/OCCUPANCY AGREEMENT WITH THE STRONGSVILLE LACROSSE ASSOCIATION ON A LIMITED BASIS FOR 2016, FOR THE CITY'S FOOTBALL FIELDS LOCATED ON LUNN ROAD IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

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

WHEREAS, through adoption of Ordinance Nos. 2009-081 and 2014-126, the City entered into successive non-exclusive Lease Agreements with the Strongsville Football League, Inc. for lease of such premises and fields for periods of five (5) years each; and

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

WHEREAS, through adoption of Ordinance Nos. 2012-030, 2013-071, 2014-015 and 2015-055, this Council authorized the Mayor to enter into various successive limited, non-exclusive Rental/Occupancy Agreements with the Strongsville Lacrosse Association; and

WHEREAS, SLA again desires to occupy and play its games on the City football fields on a limited and non-exclusive basis for 2016; and

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

WHEREAS, the parties, therefore, now desire to enter into another limited Rental/Occupancy Agreement for 2016 to be authorized in accordance with Strongsville Codified Ordinance 264.02.

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

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2016 – 038
PAGE 2

Section 1. That this Council finds and determines that the premises owned by the City and located on Lunn Road, Strongsville, Ohio, and described in Exhibits A and B attached hereto, are not needed entirely for municipal public use; and authorizes and directs the Mayor to enter into another limited, non-exclusive Rental/Occupancy Agreement with the Strongsville Lacrosse Association for 2016, and upon the other terms and conditions set forth in the Rental/Occupancy Agreement, attached hereto and designated Exhibit 1, which is approved in all respects.

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

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

Section 4. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and in order to provide for the use of City lands by a non-profit organization, for recreational purposes for the benefit of the community, and to conserve City funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor.

_____ Approved: _____
 President of Council Mayor

Date Passed: _____ Date Approved: _____

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

Attest: _____
 Clerk of Council

ORD. No. 2016-038 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

RENTAL/OCCUPANCY AGREEMENT

THIS RENTAL/OCCUPANCY AGREEMENT is made effective the ____ day of _____, 2016, by and between **THE CITY OF STRONGSVILLE, OHIO**, a municipal corporation organized and existing pursuant to law and located at 16099 Foltz Parkway, Strongsville, Ohio 44149 (hereinafter "City") and **STRONGSVILLE LACROSSE ASSOCIATION**, c/o Geoff Belz, an Ohio nonprofit limited liability company, qualified as a 501(c)(3) nonprofit organization and located at 20703 Pembroke Oval, Strongsville, Ohio 44149 (hereinafter called "SLA" or "Tenant").

WITNESSETH:

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

WHEREAS, through adoption of Ordinance Nos. 2009-081 and 2014-126, the City entered into successive non-exclusive Lease Agreements with the Strongsville Football League, Inc. for lease of such premises and fields for periods of five (5) years each; and

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

WHEREAS, through adoption of Ordinance Nos. 2012-030, 2013-071, 2014-015 and 2015-055, Council authorized the Mayor to enter into various successive limited, non-exclusive Rental/Occupancy Agreements with the SLA; and

WHEREAS, SLA again desires to occupy and play its games on the City football fields on a limited and non-exclusive basis for 2016; and

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

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

1. DESCRIPTION AND RENTAL OF PREMISES

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

2. TERM

2.1 Term

The term of this Rental/Occupancy shall commence March 30, 2016 and end at midnight June 2, 2016, with the football fields (other than practices) only being occupied for home games on the specific dates indicated on the attached Exhibit C incorporated herein.

2.2 Termination

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

2.3. Holding Over

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

3. RENT

3.1 Basic Rent

Tenant agrees to pay to the City as rental for the term of this Rental/Occupancy the sum of Ten and No/100 Dollars (\$10.00), per game date for a total of One Hundred Eighty and No/100 Dollars (\$180.00), payable in full and in advance on March 30, 2016.

3.2 Additional Rent

As additional rent, Tenant agrees to contribute an amount reasonably determined by the Director of Recreation, but not to exceed the sum of \$1,000.00, payable to the City of Strongsville, for the costs of the initial set-up/painting of the field and maintenance of the painting throughout the season. In addition and included in such amount, is the cost of re-seeding the area in front of the two goals.

3.3 Effect of Increase in the City's Insurance Premiums

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

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

3.4 Method of Payment

All Basic Rent payments shall be made payable to the City of Strongsville and shall be sent to the City of Strongsville, 16099 Foltz Parkway, Strongsville, Ohio 44149, Attention: Finance Department, unless the City shall direct otherwise by notice to Tenant.

4. POSSESSION

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

5. CONDITION OF PREMISES, REPAIRS, ALTERATIONS AND MAINTENANCE

5.1 Condition of Premises at Commencement of Term

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

5.2 Repairs and Maintenance

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

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

5.3 Condition of Premises at Termination of Agreement

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

6. UTILITIES

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

7. INSURANCE AND INDEMNIFICATION

7.1 Public Liability Insurance

Tenant shall obtain, at its expense, effective as of the commencement of its right to occupy the Premises, and will maintain so long as Tenant continues to occupy or rent any part of the Premises, complete comprehensive, general liability insurance, under which the City will be named as an additional insured, the policy or policies to be in such form and issued by such company or companies as are satisfactory to the City, in the sum of One Million Dollars (\$1,000,000.00) in the event of injury to one person or damage to property and Two Million Dollars (\$2,000,000.00) in the event of injuries to more than one person or damage to property arising out of each occurrence for which a claim for damages may result. Said policy or policies, or a copy or copies thereof, or a certificate or certificates thereof, will be deposited with the City together with evidence of payment of the premiums thereon, within thirty (30) days after their issuance.

7.2 Fire, Extended Coverage and Similar Coverages

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

7.3 Indemnification

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

8. USE

8.1 General

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

scheduling; and also to the fact that the City's Recreation Department reserves the right to alter, modify, supplement, amend and revise schedules, rules and regulations within its sole discretion.

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

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

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

8.2 Alterations and Improvements

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

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

8.3 Other Conditions

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

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

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

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

9. DEFAULT

9.1 Events Constituting Default

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

delivery to Tenant of written notice thereof, or (d) Tenant's permitting the Premises to be vacant or unoccupied for more than thirty (30) consecutive days.

9.2 Effect of Default

In the event of default, the City may at its option (a) terminate this Agreement, or, without terminating this Agreement, terminate Tenant's right to possession of the Premises under this Agreement, (b) re-enter the Premises with or without process of law, using such force as may be necessary and remove all persons and chattels therefrom and the City shall not be liable for damages or otherwise by reason of such re-entry, (c) cure any default relating to the condition of the Premises and obtain reimbursement of expenses therefor from Tenant, or (d) employ any other remedy provided by law. The foregoing remedies may be exercised individually or cumulatively at the option of the City, and the exercise of any one shall not be deemed a waiver of the City's right to exercise one or more additional remedies. Except as provided in this Agreement, Tenant waives the necessity of demand for rent and any other demand or notice that may now or thereafter be required by any statute, regulation or decision for the maintenance by City of any action in forcible entry and detainer. The commencement of such an action by the City shall for the purpose of this Agreement be equivalent to the City's exercise of its right to re-enter the Premises.

9.3 Waiver or Default

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

10. MECHANICS' LIENS

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

11. QUIET ENJOYMENT

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

12. RIGHT OF ENTRY

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

13. ASSIGNMENT, SUBLEASE AND CHANGE OF ORGANIZATION

13.1 Assignment and Sublease

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

13.2 Change of Organization of Tenant

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

14. NOTICES

All notices to the City
shall be sent to:

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

All notices to the Tenant
shall be sent to:

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

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

15. PARTIES BOUND AND BENEFITED

This Agreement shall bind and benefit the parties hereto, their successors and permitted assigns. The words "City" and "Tenant" in this Agreement shall be construed to include the corporations and/or entities named herein as City and Tenant, respectively, and their respective successors and permitted assigns. This Section shall not be construed to abridge, modify or remove the prohibitions or restrictions on assignment, subleasing, permission to occupy or similar acts contained elsewhere in this Agreement.

16. RELATIONSHIP OF THE PARTIES

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

17. ONLY AGREEMENT

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

18. CAPTIONS

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

19. GOVERNING LAW

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

20. COUNTERPARTS

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

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

Witnesses:

CITY OF STRONGSVILLE

By: _____
Thomas P. Perciak
Its: Mayor _____
Date: _____

Approved for form:

By: _____
Law Director

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

[Handwritten Signature]

[Handwritten Signature]

By: *[Handwritten Signature]*
Geoff Belz
Its: President _____
Date: *2/24/16* _____

STATE OF OHIO
COUNTY OF *Summit*) ss
~~CUYAHOGA~~)

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

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

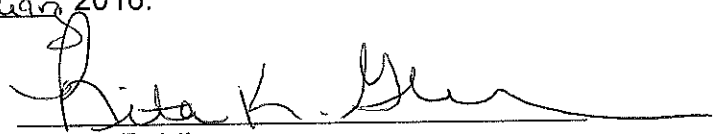
Notary Public

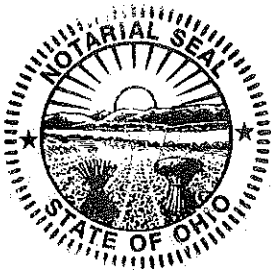
STATE OF OHIO

Summit)
COUNTY OF CUYAHOGA) ss

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Strongsville, Ohio, this 24th day of February 2016.


Notary Public



Rita K Glenn
Resident Summit County
Notary Public, State of Ohio
My Commission Expires: 01/06/2018

Youth and High School Men's Lacrosse Field of Play

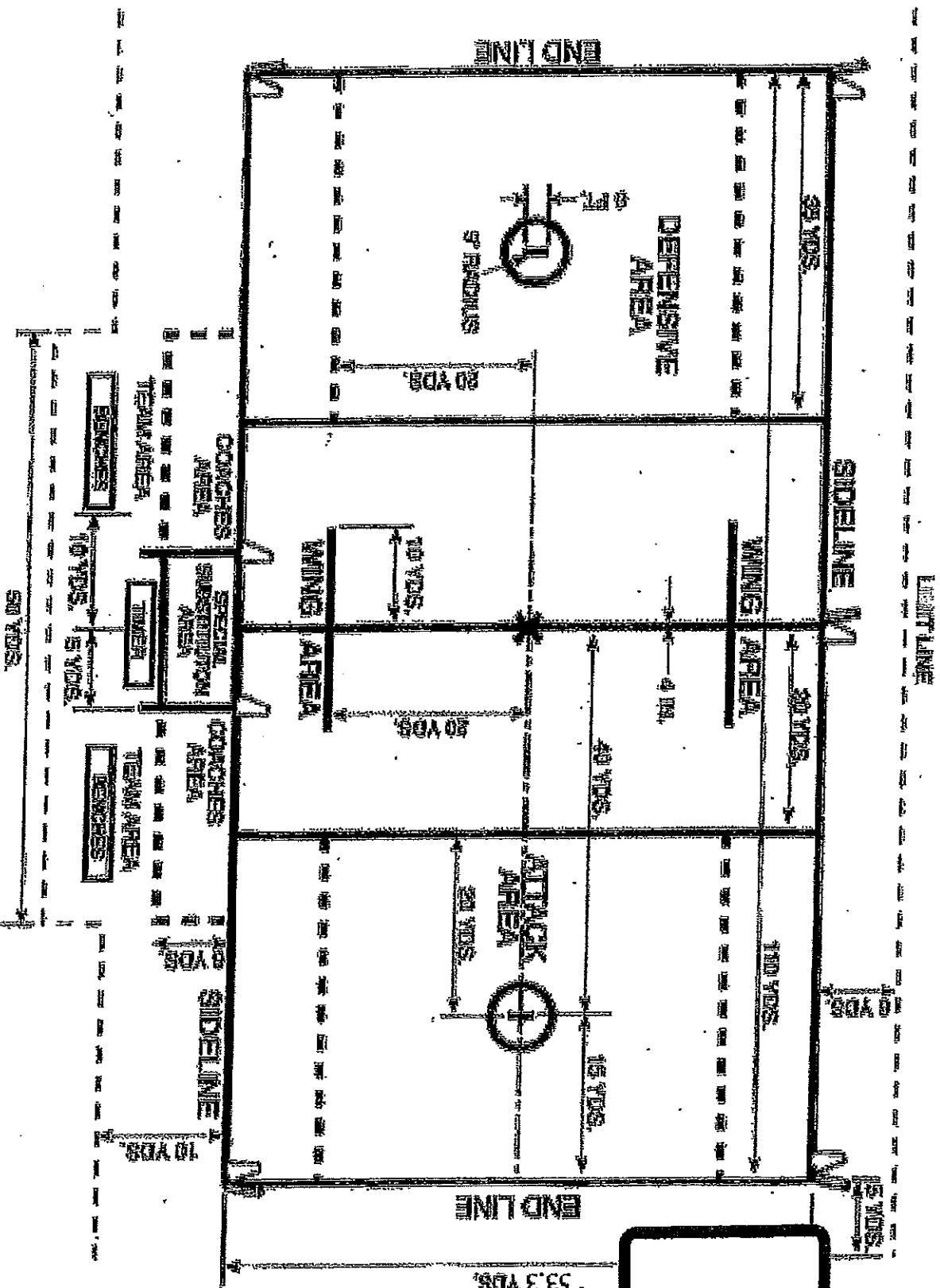


EXHIBIT B

2016 Strongsville Lacrosse Home Field Schedule

Boys	Girls
April 10	April 11
April 16	April 14
April 21	April 19
April 27	April 20
May 5	April 22
May 7	May 4
May 12	May 11
May 17	May 18
May 26	May 27

EXHIBIT C

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2016 – 039

By: Mayor Perciak and Mr. Short

A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE A REQUEST FOR QUALIFICATIONS AND PROPOSALS FOR ARCHITECTURAL AND ENGINEERING DESIGN AND CONSULTING SERVICES FOR THE RENOVATION OF FOUR LOCKER ROOMS AT THE CITY'S EHRNFELT RECREATION CENTER.

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

Section 1. That the Mayor be and is hereby authorized to advertise a request for qualifications and proposals for architectural and engineering design and consulting services for the renovation of four (4) locker rooms at the City's Ehrnfelt Recreation Center, in accordance with the documents on file in the office of the Building Commissioner, which are, in all respects, hereby approved.

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

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

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

President of Council
Approved: _____
Mayor

Date Passed: _____ Date Approved: _____

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

Attest: _____
RES Clerk of Council
 ORD No. 2016-039 Amended: _____
 1st Reg. _____ Ref: _____
 2nd Reg. _____ Ref: _____
 3rd Reg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 040

By: Mr. Carbone

AN ORDINANCE AUTHORIZING THE SALE AT PUBLIC AUCTION OF CERTAIN OBSOLETE AND SURPLUS VEHICLES NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE, AND DECLARING AN EMERGENCY.

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

Section 1. That this Council finds that the Police and Service Departments of the City of Strongsville have various obsolete and surplus vehicles, as described in Exhibit "A", a copy of which is attached hereto and incorporated herein by reference, which are unfit for public use by reason of obsolescence or as surplus items, and are no longer needed for any municipal purpose; and further finds that it will be in the best interests of the City that such vehicles be sold at a public auction.

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

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

Section 4. That any proceeds of sale shall be deposited into the General Fund, Emergency Vehicle Fund, and the Street, Construction, Maintenance & Repair Fund; and any funds required for the purposes of this Ordinance have been appropriated and shall be paid from the General Fund, Emergency Vehicle Fund, and the Street, Construction, Maintenance & Repair Fund.

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

Section 6. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that the immediate sale of such obsolete and surplus vehicles is necessary in order to provide needed storage space for

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2016 – 040
Page 2

the Police and Service Departments, 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. 2016-040 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

Vehicle's going to GCAA

<u>Year</u>	<u>VIN Number</u>	<u>Make</u>	<u>Miles</u>	<u>Problems</u>
2012 P	2C3CDXAT2DH522038	Dodge Charger	63,356	PCM Computer Prob.
2012 P	2C3CDXAT7DH522035	Dodge Charger	80,002	Bad Camshaft
2007 P	2B3KA43H77H843828	Dodge Charger	79,779	Engine Prob.
2007 P	2B3KA43H57H843827	Dodge Charger	68,569	Engine Prob.
1998 S	1GTF24M6W2507094	Chevy Truck	116,000	Rotted / Motor Prob.
1999 S	1FTP27Z9XKB32928	Ford F-250	146,881	Rotted / Motor Prob.
1999 S	1J4FF68S4XL642192	Jeep Cherokee	144,052	Rotted / Motor Prob.
1991 S	1HTSDZ7L3MH331764	International 2.5 ton	133,305	Rotted Cab / Frame
2006 S	1FMEE072E36UB58163	Ford Explore	93,878	Trans bad/body rotted
2006 S	2FAFP71W76X107094	Ford Crown Vic	94,320	Body Rotted / Miles

January 27, 2016



CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 041

By: Mr. Carbone

AN ORDINANCE AUTHORIZING THE DISPOSAL OF DEPARTMENT OF PUBLIC SERVICE EQUIPMENT NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE, AND DECLARING AN EMERGENCY.

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

Section 1. That this Council finds that the City of Strongsville has certain equipment, which is surplus, has no monetary value and is no longer needed for any municipal purpose; and further finds that it would be in the best interest of the City to dispose of such equipment. Said equipment is more fully set forth in Exhibit "A," attached hereto and incorporated herein by reference.

Section 2. That, pursuant to Article IV, §3(e) of the City Charter, the Director of Finance be and is hereby authorized to dispose of such obsolete equipment identified in Exhibit "A" through Reed's Salvage Corp.; and to perform all acts required in furtherance thereof.

Section 3. That any proceeds of sale shall be deposited into the Street, Construction, Maintenance & Repair Fund; and any funds required for the purposes of this Ordinance have been appropriated and shall be paid from the Street, Construction, Maintenance & Repair Fund.

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

Section 5. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that the immediate disposal of such obsolete and surplus equipment is necessary in order provide needed storage space for the Department of Public Service, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2016 - 041
Page 2

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. 2016-041 Amended: _____

1st Rdg. _____ Ref: _____

2nd Rdg. _____ Ref: _____

3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____

Adopted: _____ Defeated: _____

Semi - Trailers Going to Reeds Salvage



<u>Make</u>	<u>Trailer #</u>	<u>Year</u>	<u>VIN Number</u>
Trail mobile	T-10	1972	H34445
Fruehauf	T-17	1984	1H5V02816EM007124
Miller	T-13	1969	T-5204
Hudson	T-Hud-2	1999	10HHBC109W1000133
Interstate	T-23	Unknown	1JK0BS309GA090046

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 042

By: Mr. Carbone

AN ORDINANCE AUTHORIZING THE SALE BY INTERNET AUCTION, OF CERTAIN OBSOLETE PROPERTY NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE BY THE CITY'S PUBLIC SERVICE DEPARTMENT, AND DECLARING AN EMERGENCY.

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

Section 1. That this Council finds that the Department of Public Service of the City of Strongsville is in possession of certain equipment trailers which are obsolete, surplus, have little monetary value, and are no longer needed for any municipal purpose, as more particularly described in Exhibit "A", a copy of which is attached hereto and incorporated herein by reference, and further finds, therefore, that it will be in the best interest of the City that such property be sold by public internet auction through GovDeals.

Section 2. That pursuant to Ohio Revised Code Section 721.15, the City is authorized to sell or dispose of property by internet auction; and that, pursuant to Article IV, Section 3(e) of the City Charter, the Mayor and Director of Finance be and are hereby authorized to dispose of such obsolete tangible property identified in Exhibit "A," and to perform all acts required in furtherance thereof.

Section 3. That the Director of Finance and the Mayor, therefore, are authorized to retain the services of **GovDeals** to effectuate the sale of such obsolete property by internet auction through an appropriate user agreement between the City and GovDeals, and in a form to be approved by the Law Director; and that the Director of Finance, Mayor and the Director of Public Service be and are further authorized and directed to execute all documents and perform all acts required to complete the sale of such obsolete and unneeded property by public internet auction.

Section 4. That the public internet auction will be conducted through GovDeals in accordance with its rules, regulations and procedures, including listing of the obsolete and unneeded property for sale by auction to the public on the internet. That as required by law, the property will be listed for ten (10) days, including Saturdays, Sundays and legal holidays.

Section 5. That the net proceeds of the operation of this Ordinance shall be deposited into the General Fund and Street Construction, Maintenance & Repair Fund.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2016 – 042
Page 2

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

Section 7. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that the immediate sale of such obsolete and unneeded municipal property is necessary in order to provide necessary storage space for the Service Department, to enable the Department to replace obsolete vehicles and equipment, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

 President of Council

Approved: _____
 Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
 Clerk of Council

ORD. No. 2016-042 Amended: _____

1st Rdg. _____ Ref: _____

2nd Rdg. _____ Ref: _____

3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____

Adopted: _____ Defeated: _____

Equipment Trailers going on Gov. Deals

To upgrade Trailers for proper GVW



<u>Make</u>	<u>City Number</u>	<u>Year</u>	<u>VIN Number</u>	<u>Problems</u>
Cleveland Better built	RT2	2001	4MNFPP142911000885	Frame Bent, Wiring Bad, Brakes
Hudson	T-Hud-5	1999	10HHBC100X1000183	Wiring, Brakes, Tires, Decking
Hudson	T-Hud-3	1999	10HHBC105X1000230	Frame Prob., Brakes, Bearings
J.B. Enterprises	T-599	2000	457CAG9-3-Y1012160	Decking, Frame Bent, Wiring, Tires
Eager Beaver	T-188	1988	1120BD209JA080007	Brakes, Frame Rusted, Wiring
Homemade	T-0	1983	N/A	

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2016 – 043

By: Mr. Carbone

A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS FOR THE PURCHASE OF UP TO FIVE TRAILER MOUNTED LEAF VACS TO BE USED BY THE SERVICE DEPARTMENT OF THE CITY OF STRONGSVILLE.

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

Section 1. That the Mayor be and is hereby authorized to advertise for bids for the purchase of up to five (5) trailer mounted leaf vacs, and to be used by the Service Department of the City of Strongsville, in accordance with specifications on file in the office of the Director of Public Service, which are in all respects hereby approved.

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

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

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

President of Council
Approved: _____
Mayor

Date Passed: _____ Date Approved: _____

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

Attest: _____
Clerk of Council

RES
ORD. No. 2016-043 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2016 - 044

By: Mayor Perciak and Mr. Carbone

A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS FOR THE REMOVAL AND REPLACEMENT OF THE ROOF AND ALL RELATED ITEMS AT WASTEWATER TREATMENT PLANTS "B" AND "C", AND THE WESTWOOD LIFT STATION BUILDING, IN THE CITY OF STRONGSVILLE.

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

Section 1: That the Mayor be and is hereby authorized to advertise for bids for the removal and replacement of the roof and all related items at Wastewater Treatment Plants "B" and "C", and the Westwood Lift Station, in accordance with specifications on file in the office of the Director of Public Service, which are in all respects hereby approved.

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

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

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

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
Clerk of Council

RES
ORD. No. 2016-044 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – ~~045~~

By: Mayor Perciak and Mr. DeMio

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO AN AGREEMENT WITH TAC COMPUTER, INC. FOR CONTINUATION OF COMPUTER SOFTWARE AND MAINTENANCE SERVICES FOR THE STRONGSVILLE POLICE AND FIRE DEPARTMENTS, INCLUDING THE CITY'S REGIONAL PUBLIC SAFETY DISPATCH CENTER, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.

WHEREAS, through adoption of Ordinance Nos. 2014-186 and 2015-117, the City of Strongsville previously entered into agreements with TAC Computer, Inc. for computer consulting services for the Strongsville Police Department, Fire Department and Regional Public Safety Dispatch Center; and

WHEREAS, TAC Computer, Inc. has consistently provided the City's Police and Fire Departments with proprietary dispatch and police records management software for many years; and

WHEREAS, in order for the Police and Fire Departments, and the City's Regional Public Safety Dispatch Center, to continue to access and utilize such specialized software and maintenance services provided by TAC Computer, Inc., it is immediately necessary to again enter into an agreement with TAC Computer, Inc.

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

Section 1. That this Council finds and determines, as set out in Article V, §5 of the Charter, that there is an immediate and present emergency in the operation of the Department of Communication & Technology of the City of Strongsville, in that it is immediately necessary to enter into an agreement, without public bidding, with TAC Computer, Inc. in order for the Strongsville Police Department, Fire Department and the City's Regional Public Safety Dispatch Center, to continue to utilize TAC Computer, Inc. and its specialized and various unique proprietary software related to public safety and emergency services, in order to protect the health, safety, welfare and property of individuals traversing through and living in the City.

Section 2. That for the reasons aforesaid, Council hereby authorizes and directs the Mayor to enter into an Agreement, without public bidding, with TAC Computer, Inc., in an amount not to exceed \$10,904.25 quarterly, commencing April 1, 2016, a copy of which Agreement is attached hereto as Exhibit A, and incorporated

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2016 – 045
Page 2

herein as if fully rewritten, but subject to finalization in a form satisfactory to the Law Director.

Section 3. That the funds for the purpose of such contract have been appropriated for 2016 and shall be paid from the General Fund for the remainder of 2016 and 2017.

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

Section 5. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare, and for the further reason that it is immediately necessary to enter into the aforesaid agreement in order for the Strongsville Police Department, Fire Department and the Regional Public Safety Dispatch Center to continue to utilize the most efficient and up-to-date unique public safety-related software and maintenance services, to protect the health, safety, welfare and property of individuals traversing through and living in the City, and to conserve public funds. Therefore, provided this Ordinance receives the unanimous affirmative vote of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor.

_____ Approved: _____
 President of Council Mayor

Date Passed: _____ Date Approved: _____

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

Attest: _____
 Clerk of Council

ORD. No. 2016-045 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

FLAT RATE SERVICE AGREEMENT

This agreement is made the first (1) day of April, 2016 between TAC Computer Inc. having its principal place of business at 7603 First Place B-10, Oakwood Village, Ohio 44146 (hereinafter called "TAC") and the Strongsville Police Department

Strongsville Police Department
18688 Royalton Rd.
Strongsville, Ohio 44136

Effective 04/01/2016

		ITEMS COVERED	
QTY	Description		Total
1	Computer Aided Dispatch/Police Records *Increase as of 2015 for Multi-Agency CAD	937.00	937.00
1	LEADS Connectivity Support	70.00	70.00
1	911 Mapping Server		
5	911 Mapping	32.00	160.00
1	Sansio Interface	93.75	93.75
8	Mobile Mapping	8.00	64.00
9	Fire MDT	15.00	135.00
1	Report to Web	125.00	125.00
31	TAC Mobile Software Rental/Support	50.00	1,550.00
1	OLEN Membership	300.00	300.00
1	ORI Hosting	200.00	200.00

Quarterly Total

\$10,904.25

Please check desired billing frequency:

Monthly Quarterly Semi annual Annual

The parties agree that TAC will perform maintenance service on all of the above equipment and the customer will pay TAC for these services subject to the terms and conditions set forth on both the front and reverse sides of this form as well as attachments.

ACCEPTED:
TAC Computer Inc.

Customer:
City of Strongsville

By: Thomas W. Craven Date 02/10/2016

Name _____

Customer's P.O. # _____

By: Thomas P. Perciak

TAX Exempt. # _____

Title: Mayor

SOFTWARE SERVICE AGREEMENT TERMS & CONDITIONS

ARTICLE 1 - WORK DESCRIPTION

TAC Technicians shall provide the following support services.

A. Remedial correct any covered software error condition or malfunctions. Assist operators with routine questions concerning software usage.

B. Provide updates to current version of software as they are released.

ARTICLE 2 - INCLUDED SERVICES

TAC will furnish software support via telephone and remote diagnostic software.

ARTICLE 3 - SERVICE HOURS

The included principal period service covers work performed between the hours of 8:00 AM. and 5:00 PM., Monday through Friday, excluding all nationally observed holidays. All service provided outside the principal period will be billed at the current rate of \$100.00 per hour, including travel time. All calls for service originating outside the principal period will be subject to a two-hour minimum including travel time, regardless of the corrective actions taken by TAC Computer Inc.

ARTICLE 4 - LIABILITY

TAC shall use its best effort to perform service within a reasonable time after request by the customer, (normally 4 working hours), but shall not be deemed to be in default for any interruptions to operations. TAC does not accept or assume any responsibility for the loss of data that may occur during any repair procedure. (It is always recommended that all data be backed up). TAC maximum liability for any direct or indirect damages, regardless of the nature of the claim of action or incidentals to the performance or nonperformance of the service is an amount equal to cost one month cost of this service agreement.

ARTICLE 5 - TERM

This agreement shall be in full force and effect on the effective date on the front side of this agreement and shall remain in effect for the initial term of 15 months and thereafter will remain in effect until terminated by either party hereto with thirty (30) days written notice to the other party. This agreement replaces and supersedes all previous agreements.

ARTICLE 6 - RATES

TAC shall notify the customer of any changes in rate with 30 days written notice. The rates are guaranteed not to change for the initial term of this agreement. Accounts that are passed 30days will incur a \$10.00 fee.

ARTICLE 7 - SOFTWARE COPYRIGHT

All TAC Computer Incorporated's application software is covered under U.S. Copyright laws. TAC application software or derivative there of, cannot be copied or distributed to any other parties for any reason.

through its Director of Finance prior to commencement of the Services and shall be in proper form.

Consultant hereby agrees to maintain the insurances described above during the term hereof. If Consultant fails to furnish and maintain the insurances required, the City may purchase such insurance on behalf of Consultant, and Consultant shall pay the cost thereof to the City upon demand and shall furnish to the City any information needed to obtain such insurance.

3. CONSULTANT'S INDEMNIFICATION. Subject to the applicable limitation of liability, Consultant hereby agrees to defend, indemnify and hold harmless the City and any of its officers or employees from all loss, damage, cost or expense, including but not limited to attorneys fees and expert witness fees, arising out of or in any way caused by:

- (a) Consultant's negligent performance of services under this Agreement;
- (b) Claims, suits or actions of every kind and description when such suits or actions are caused by negligent, willful and/or wanton acts, and/or errors or omissions of Consultant, its officers, employees, consultants, subconsultants, and/or subcontractors; or
- (c) Injury or damages received or sustained by any party because of the negligent willful and/or wanton acts, and/or errors or omissions of Consultant, its officers, employees, consultants, subconsultants, and/or subcontractors.

Consultant shall include a same or similar indemnity provision in each of its contracts with any approved consultant, subconsultant, and subcontractor, which requires that such person or entity defend, indemnify and hold harmless the City, its officers and employees from all loss, damage, cost, or expense to the extent caused by the negligence, error, omission, or willful or wanton misconduct of such person or entity.

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

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

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

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

If to City:

Director of Communication & Technology
City of Strongsville
16099 Foltz Parkway
Strongsville, Ohio 44149
with a copy to the Law Director

If to Consultant:

Thomas W. Craven
TAC Computer, Inc.
7603 First Place B10
Oakwood, Ohio 44146

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

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

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

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

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

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

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

Acceptance of the terms of this Addendum to Flat Rate Service Agreement for Software Services is acknowledged by both Consultant and City through the following signatures of their respective authorized representatives.

“CITY”/“CUSTOMER”
CITY OF STRONGSVILLE

“CONSULTANT”
TAC COMPUTER, INC.

By: _____
Signature

By: _____
Signature

Thomas P. Perciak, Mayor
Typed Name/Title

Thomas W. Craven
Typed Name/Title

Date of Signature

Date of Signature

CERTIFICATION OF FUNDS

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

Date

Director of Finance

CERTIFICATE OF LAW DIRECTOR

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

Neal M. Jamison, Law Director

CITY OF STRONGSVILLE
EQUAL OPPORTUNITY REQUIREMENTS
for
SERVICE and SUPPLY CONTRACTS

The City of Strongsville has adopted by Resolution No. 1977-70 regulations which provide that all prospective BIDDERS on CONTRACTS in excess of \$2,500.00 for Services, Equipment and Material Supplies or Vendors must complete and file with the BID the following Affirmative Action Certification, or BID will be deemed non-responsive and void.

This Certification becomes part of the resultant CONTRACT.

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

Company: _____

By: _____

Date: _____



INDEPENDENT CONTRACTOR ACKNOWLEDGMENT

VR# 6993

Ohio Public Employees Retirement System
277 East Town Street, Columbus, Ohio 43215-4642

Employer Outreach: 1-888-400-0965
www.opers.org

This form is to be completed if you are an individual who begins providing personal services to a public employer on or after Jan. 7, 2013 but are not considered by the public employer to be a public employee and will not have contributions made to OPERS. This form must be completed not later than 30 days after you begin providing personal services to the public employer.

STEP 1: Personal Information

Social Security Number

First Name

MI

Last Name

STEP 2: Public Employment Information

Name of Public Employer

T H E C I T Y O F S T R O N G S V I L L E

Employer Contact

First Name

MI

Last Name

T I N A

M

F O R D

Employer Code

3 3 0 4 - 0 8

Employer Contact Phone Number

4 4 0 - 5 8 0 - 3 1 3 2

Service Provided to Public Employer

Start Date of Service

Month Day Year

0 1 / 0 1 / 2 0 1 6

End Date of Service

Month Day Year

1 2 / 3 1 / 2 0 1 6

STEP 3: Acknowledgment

The public employer identified in Step 2 has identified you as an independent contractor or another classification other than a public employee. Ohio law requires that you acknowledge in writing that you have been informed that the public employer identified in Step 2 has classified you as an independent contractor or another classification other than a public employee for the services described in Step 2 and that you have been advised that contributions to OPERS will not be made on your behalf for these services.

If you disagree with the public employer's classification, you may contact OPERS to request a determination as to whether you are a public employee eligible for OPERS contributions for these services. Ohio law provides that a request for a determination must be made within five years after you begin providing personal services to the public employer, unless you are able to demonstrate through medical records to the Board's satisfaction that at the time the five-year period ended, you were physically or mentally incapacitated and unable to request a determination.

By signing this form, you are acknowledging that the public employer for whom you are providing personal services has informed you that you have been classified as an independent contractor or another classification other than a public employee and that no contributions will be remitted to OPERS for the personal services you provide to the public employer. This acknowledgment will remain valid as long as you continue to provide the same services to the same employer with no break in service regardless of whether the initial contract period is extended by any additional agreement of the parties. You also acknowledge that you understand you have the right to request a determination of your eligibility for OPERS membership if you disagree with the public employer's classification.

This form must be retained by the public employer and a copy sent to OPERS. The public employer's failure to retain this acknowledgment may extend your right to request a determination beyond the five years referenced above.

Signature _____ Today's Date ____/____/____
Do not print or type name

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 046

By: Mayor Perciak and Mr. DeMio

AN ORDINANCE AUTHORIZING THE MAYOR TO MAKE AN APPLICATION WITH THE LOCAL GOVERNMENT INNOVATION COUNCIL FOR A GRANT UNDER THE LOCAL GOVERNMENT SAFETY CAPITAL GRANT PROGRAM, FOR FINANCIAL ASSISTANCE TO PURCHASE VARIOUS EQUIPMENT FOR USE BY THE CITY OF STRONGSVILLE POLICE DEPARTMENT AND SOUTHWEST EMERGENCY DISPATCH CENTER, AND DECLARING AN EMERGENCY.

WHEREAS, the Local Government Safety Capital Grant Program (hereinafter referred to as "Program") was created by the 131st Ohio General Assembly through Amended Substitute H.B. 64; and

WHEREAS this Program is administered by the Local Government Innovation Council (hereinafter referred to as "Council"); and

WHEREAS, under the Program, the Council may award grants in an amount up to \$500,000.00 for political subdivisions which consolidate emergency services in order to more efficiently deliver vital emergency services; and

WHEREAS, the deadline for submission of applications to receive funding under the Program is March 21, 2016; and

WHEREAS, the City, through its Police Department and the Southwest Emergency Dispatch Center, is desirous of applying for any available funding for the purchase of Emergency Callworks 911 work stations, radio dispatch consoles for Fire Station 4 and the Dispatch Center, various work station furniture and equipment, and internal antenna equipment to be used at SouthPark Mall in order to more efficiently transmit communications to first responders in that area, all in an amount up to \$449,000.00, as more fully set forth in the attached Exhibit A.

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 authorizes the Mayor to execute and file an application with the Local Government Innovation Council for a grant under the Local Government Safety Capital Grant Program, for the purchase of Emergency Callworks 911 work stations, radio dispatch consoles for Fire Station 4 and the Dispatch Center, various workstation furniture and equipment, and internal antenna equipment to be used at SouthPark Mall in order to more efficiently transmit communications to first

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2016 – 046
Page 2

responders in that area for the Strongsville Police Department and Southwest Emergency Dispatch Center, as more fully set forth in the attached Exhibit A, and in the application on file in the offices of the Chief of Police and Director of Public Safety; and further authorizes the Mayor, Director of Finance, Chief of Police and Director of Public Safety, and/or their authorized representatives to provide, execute and deliver whatever certifications, assurances and such other information as may be required in connection therewith.

Section 2. That the City's portion of costs to meet its obligations under the Grant Program, if any, shall be paid from the General Fund.

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

Section 4. That this Ordinance is hereby declared to be an emergency measure 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 timely file such application in order for the City to participate in such grant funding, to continue to provide for the highest quality emergency services and operations, 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. 2016-046 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

Local Government Safety Capital Grant Program

Amount	Description	Price	Total
8	Emergency Callworks 911 Work Stations	\$35,000/ea.	\$280,000
4	Motorola Radio Dispatch Consoles at Fire Station 4 Back-Up Dispatch Center	\$32,000/ea.	\$128,000
4	Workstations – Furniture & Equipment	\$5,500	\$22,000
1	BDA for Lower Level of Southpark Mall for First Responders in the Region	\$19,000	\$19,000
TOTAL:			\$449,000

EXHIBIT A

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 047

By: Mayor Perciak and Mr. DeMio

AN ORDINANCE AUTHORIZING THE MAYOR TO MAKE AN APPLICATION WITH THE LOCAL GOVERNMENT INNOVATION COUNCIL FOR A GRANT UNDER THE LOCAL GOVERNMENT SAFETY CAPITAL GRANT PROGRAM, FOR FINANCIAL ASSISTANCE TO PURCHASE VARIOUS EQUIPMENT FOR USE BY THE CITY OF STRONGSVILLE FIRE DEPARTMENT, AND DECLARING AN EMERGENCY.

WHEREAS, the Local Government Safety Capital Grant Program (hereinafter referred to as "Program") was created by the 131st Ohio General Assembly through Amended Substitute H.B. 64; and

WHEREAS this Program is administered by the Local Government Innovation Council (hereinafter referred to as "Council"); and

WHEREAS, under the Program, the Council may award grants to political subdivisions to be used for the purchase of vehicles, equipment, facilities, or systems needed to enhance public safety; and

WHEREAS, the deadline for submission of applications to receive funding under the Program is March 21, 2016; and

WHEREAS, the City, through its Fire Department, is desirous of applying for any available funding for the purchase of physical fitness equipment, mobile vehicle repeater equipment, iPad/tablets, and replacement of an emergency generator for Fire Station 3, all in an amount up to \$84,540.40, as more fully set forth in the attached Exhibit A.

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 authorizes the Mayor to execute and file an application with the Local Government Innovation Council for a grant under the Local Government Safety Capital Grant Program, for the purchase of physical fitness equipment, mobile vehicle repeater equipment, iPad/tablets, and replacement of an emergency generator for Fire Station 3 for the Strongsville Fire Department, as more fully set forth in the attached Exhibit A, and in the application on file in the office of the Fire Chief; and further authorizes the Mayor, Director of Finance, Fire Chief, and/or their authorized representatives to provide, execute and deliver whatever certifications, assurances and such other information as may be required in connection therewith.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2016 – 047
Page 2

Section 2. That the City's portion of costs to meet its obligations under the Grant Program, if any, shall be paid from the Fire Levy Fund.

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

Section 4. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to timely file such application in order for the City to participate in such grant funding, to continue to provide for the highest quality emergency services and operations, 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: _____
 ORD. No. 2016 047 Clerk of Council: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

City of Strongsville
Local Government Safety Capital Grant Program

	ITEM DESCRIPTION	UNIT COST	# UNITS	TOTAL COST
1	iPad Air 2, Wi-Fi + cellular w/Apple SIM 128GB, Space Gray	\$809.00	8	\$6,472.00
2	Futurecom Digital Vehicular Repeater System w/APX 6500 Mobile Radio	\$15,088.40	1	\$15,088.40
3	Kohler 80 KW Emergency Generator, w/Installation	\$39,000.00	1	\$39,000.00
4	Star Trac Stairmill	\$5,995.00	4	\$23,980.00
	TOTAL			\$84,540.40



CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 048

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 ACCESSORIES FOR USE BY THE CITY'S POLICE DEPARTMENT, AND FOR TRADE-IN OF ONE (1) 2008 HARLEY-DAVIDSON POLICE MOTORCYCLE, AND TO HAVE THE SALE PRICE APPLIED TO THE PURCHASE PRICE, WITHOUT PUBLIC BIDDING FOR SUCH SALE, AND DECLARING AN EMERGENCY.

WHEREAS, the Police Department of the City has one (1) existing 2008 Harley-Davidson Police motorcycle which is obsolete and no longer needed for municipal public purposes; and

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

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

WHEREAS, this Council is desirous of having the Director of Finance sell and trade-in the existing obsolete motorcycle and have the selling price credited against the purchase price of the new motorcycle all without public auction or bidding.

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

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

Section 2. That this Council further finds and determines that there is an immediate and present emergency in the operation of the Police Department of the City of Strongsville in that the Police Department has one (1) used 2008 Harley-Davidson Police motorcycle, which is obsolete and no longer needed for any municipal purpose, and further finds that it will be in the best interests of the City to sell such motorcycle and have the selling price applied as a credit against the purchase of the new 2016 Harley-Davidson Police motorcycle, pursuant to O.R.C. §721.15 and without public auction or bidding.

Section 3. 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 accessories in the amount of \$18,539.99, as more fully set forth in Exhibit A, attached hereto and incorporated herein by reference; including the sale of the City's one (1) 2008 Harley-Davidson Police motorcycle, in the total amount of \$7,000.00, without public bidding, as more fully set forth in Exhibit A, and providing that the sale price be credited towards the purchase price of the one (1) new motorcycle, in order that the net contract price for the purchase of the new motorcycle shall not exceed \$11,823.49, including tax and fees, and in a form to be approved by the Law Director.

Section 4. That the funds for the purposes of said contract have been appropriated and shall be paid from the 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 is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to enter into said contract in order to maintain continuity in the operation of the City of Strongsville Police Department, to provide for the safety and welfare of the public, and to conserve public funds. Therefore, provided this Ordinance receives the unanimous vote of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor.

_____ Approved: _____
 President of Council Mayor

Date Passed: _____ Date Approved: _____

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

Attest: _____
 Clerk of Council

ORD. No. 2016-048 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

SOUTH EAST HARLEY-DAVIDSON PURCHASE CONTRACT



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

CITY OF STRONGSVILLE

PURCHASER _____
 13688 ROYALTON RD
 ADDRESS _____
 CITY STRONGSVILLE STATE OH ZIP 44136
 RES. PHONE (440) 235-1048
 BUS. PHONE (440) 238-7373
 E-MAIL _____ SALESPERSON _____

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

	MAKE	YEAR	MODEL	COLOR	STOCK NO.	SERIAL NO.
VEHICLE SOLD: VEHICLE TRADED IN WILL BE:	HD	2016	FLHP	049 BLK		N/A
	HD	2008	FLHP	049 BLK	WSTPDRM	1HD1FHM148Y690543
ODOMETER MILEAGE ON VEHICLE BEING PURCHASED: _____				0	<input type="checkbox"/> ACCURATE <input type="checkbox"/> NOT ACCURATE	
MILEAGE ON TRADE IN: _____				13,496	<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

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 3 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	\$	289.99
	\$	N/A
	\$	N/A
	\$	N/A
	\$	18,539.99
E. TOTAL CASH PRICE (A, B, C, D)	\$	N/A
DOWN PAYMENT - CASH OR CHECK	\$	7,000.00
TRADE IN	\$	_____
TERMS & CONDITIONS	\$	N/A
LESS BALANCE OWED TO	\$	7,000.00
F. TOTAL DOWN PAYMENT	\$	_____
FEES	\$	250.00
DOCUMENTARY SERVICE FEE	\$	N/A
SALES TAX (TAXABLE BALANCE \$ <u>18,789.99</u>)	\$	33.50
TITLE FEES	\$	283.50
G. TOTAL FEES	\$	11,823.49
H. UNPAID BALANCE (E - F + G)	\$	_____
OTHER CHARGES	\$	N/A
EXTENDED SERVICE CONTRACT	\$	N/A
I. TOTAL OTHER CHARGES	\$	11,823.49
J. TOTAL UNPAID BALANCE	\$	_____

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 20th day of FEBRUARY 2016

PURCHASER(S) _____

ACCEPTED BY AUTHORIZED AGENT _____



CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 049

By: Mayor Perciak and Mr. DeMio

AN ORDINANCE REQUESTING PARTICIPATION IN OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES CONTRACTS FOR THE PURCHASE OF THREE (3) 2016 FORD UTILITY INTERCEPTOR VEHICLES, ALL WITH BASIC OPTIONS AND APPURTENANCES, FOR USE BY THE POLICE DEPARTMENT OF THE CITY; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO DO ALL THINGS NECESSARY TO ENTER INTO AGREEMENTS IN CONNECTION THEREWITH; AND DECLARING AN EMERGENCY.

WHEREAS, 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, materials, supplies or other articles; and

WHEREAS, this Council wishes to take advantage of that opportunity in connection with the purchase of two (2) 2016 Ford Utility Interceptors for use by Police Supervisors, and one (1) 2016 Ford Utility Interceptor for use by the Chief of Police, all with basic options and appurtenances, (Contract No. RS900616, Index No. GDC050) for use by the Police Department;

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 contracts for the purchase through **STATEWIDE FORD/LINCOLN MERCURY** of two (2) 2016 Ford Utility Interceptors for Police Supervisors (\$54,574.00), and one (1) Ford Utility Interceptor for the Chief of Police (\$27,280.00), all with basic options and appurtenances, for use by the Police Department of the City, in a total amount not to exceed \$81,854.00, as itemized on Exhibits A and B, attached hereto and incorporated herein, which the Department has entered into pursuant to Revised Code Section 5513.01(B).

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 purchases and to directly pay the vendor, under each such contract of the Ohio Department of Administrative Services in which the City participates for items it receives pursuant to the contract.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2016 – 049
Page 2

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.

Section 4. That the funds for the purposes of said contract(s) 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 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 such program and purchase such vehicles in order to maintain continuity in the operation of the Police Department, to provide for the safety and welfare of the public, 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.

_____ 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. 2016-049 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

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

Reference Number	SR02216	
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	

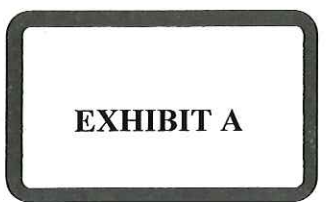
Notes Section: This quotation is for a 2016 Utility Interceptor for Chief. Exterior color will be Black.

QTY	Manufacturer	Part Number	Part Description	Unit Price	Extended Price	Cost of Options
1	Ford	BASE	2016 Utility Interceptor, AWD, 3.7L V6 engine, back-up camera (customer selects display location)	\$ 25,429	\$ 25,429	-
-1	Ford	51Y	Deduct spotlight	\$ 51	\$ (51)	-
1	Ford	17T	Red/Clear dome lamp in rear cargo area	\$ 60	\$ 60	-
1	Ford	New HLF	Headlight flasher, installed	\$ 199	\$ 199	-
1		SI	Secure Idle	\$ 295	\$ 295	-
1	Ford	43D	Courtesy lamp inoperative	\$ 50	\$ 50	-
1	Ford	64B	Full wheel covers	\$ 99	\$ 99	-
1	Ford	53M	SYNC	\$ 310	\$ 310	-
1	Ford	59S	Remote keyless entry (not available with any keyed alike code)	\$ 255	\$ 255	-
1	Ford	86P	LED ready headlamps	\$ 135	\$ 135	-
1	Ford	549	Heated mirrors	\$ 69	\$ 69	-
1	Ford	63B	Side marked LED lights for side mirrors, Red & Blue	\$ 340	\$ 340	-
1	Ford	DELIVERY	Delivery charge (\$0.25 x 362 miles, roundtrip)	\$ 90	\$ 90	-

Steven Rick
 steverick@statewideford.com

Direct: 440-503-8710

Fax: 866-832-4430



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

Reference Number	SR02218	
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		

2016 - White

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 two 2016 Utility Interceptors for Supervisors. Exterior color will be White.

QTY	Manufacturer	Part Number	Part Description	Unit Price	Extended Price	Cost of Options
2	Ford	BASE	2016 Utility Interceptor, AWD, 3.7L V6 engine, back-up camera (customer selects display location)	\$ 25,429	\$ 50,858	-
2	Ford	59B	Keyed alike code 1284X	\$ 75	\$ 150	-
2	Ford	17T	Red/Clear dome lamp in rear cargo area	\$ 60	\$ 120	-
2	Ford	New HLF	Headlight flasher, installed	\$ 199	\$ 398	-
2		SI	Secure Idle	\$ 295	\$ 590	-
2	Ford	43D	Courtesy lamp inoperative	\$ 50	\$ 100	-
2	Ford	53M	SYNC	\$ 310	\$ 620	-
2	Ford	549	Heated mirrors	\$ 69	\$ 138	-
2	Ford	86P	LED ready headlamps	\$ 135	\$ 270	-
2	Ford	63B	Side marked LED lights for side mirrors, Red & Blue	\$ 340	\$ 680	-
2	Ford	SLU	LED spotlight upgrade	\$ 235	\$ 470	-
2	Ford	DELIVERY	Delivery charge (\$0.25 x 362 miles, roundtrip)	\$ 90	\$ 180	-

Steven Rick
 steverick@statewideford.com

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Fax: 866-832-4430



CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 050

By: Mayor Perciak and Mr. DeMio

AN ORDINANCE REQUESTING PARTICIPATION IN OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES CONTRACTS FOR THE PURCHASE OF FOUR (4) 2016 DODGE CHARGER VEHICLES, WITH BASIC OPTIONS AND APPURTENANCES, FOR USE BY THE POLICE DEPARTMENT OF THE CITY; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO DO ALL THINGS NECESSARY TO ENTER INTO AGREEMENTS IN CONNECTION THEREWITH; AND DECLARING AN EMERGENCY.

WHEREAS, 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, materials, supplies or other articles; and

WHEREAS, this Council wishes to take advantage of that opportunity in connection with the purchase of four (4) 2016 Dodge Charger vehicles with certain basic options and appurtenances, (Contract No. RS900616, Index No. GDC050) for use by the Police Department.

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 contracts for the purchase through **GREVE CHRYSLER DODGE JEEP, INC.** of four (4) 2016 Dodge Charger vehicles with certain basic options and appurtenances, for use by the Police Department of the City in a total amount not to exceed \$99,588.00, as itemized on Exhibit A, attached hereto and incorporated herein, which the Department has entered into pursuant to Revised Code Section 5513.01(B).

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 purchases and to directly pay the vendor, under each such contract of the Ohio Department of Administrative Services in which the City participates for items it receives pursuant to the contract.

Section 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.

Section 4. That the funds for the purposes of said contract(s) 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 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 such program and purchase such vehicles in order to maintain continuity in the operation of the Police Department, to provide for the safety and welfare of the public, 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. 2016-050 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

Greve Chrysler Dodge Jeep
 754 West Ervin Road
 Van Wert, Ohio 45891

Reference Number	SR02214	
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

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

Notes Section: Equipment for (4) '16 Dodge Charger with installed equipment. Exterior Color - PX8 (Pitch Black), Interior Color - C8X9, Black Cloth Front Buckets & Rear Bench

QTY	Manufacturer	Part Number	Part Description	Unit Price	Extended Price	Cost of Options
4	Charger	BASE	3.6L V6 engine	\$21,391.00	\$ 85,564.00	-
4	Charger	EE48	All Wheel Drive includes 29A, 5.7L V8 with fuel saver technology	\$ 2,807.00	\$ 11,228.00	-
4	Charger	CK-J	Black vinyl floor covering	\$ 99.00	\$ 396.00	-
4	Charger	GUK	Heated Mirrors	\$ 70.00	\$ 280.00	-
4	Charger	CW6	Rear door windows and handles deactivated	\$ 45.00	\$ 180.00	-
4	Charger	GXF	Single key system	\$ 120.00	\$ 480.00	-
4	Charger	W8A	Full wheel covers	\$ 50.00	\$ 200.00	-
4	Chrysler	SLU	LED spotlight upgrade	\$ 225.00	\$ 900.00	-
4	Chrysler	Delivery	Delivery Charge (\$0.25 x 362 miles, roundtrip)	\$ 90.00	\$ 360.00	-

Steve Rick
 SteveRick@StatewideFord.com

P: 440-503-8710

F: 866-832-4430



CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 051

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 AND A MOTORCYCLE SEPARATELY PURCHASED FOR USE BY THE POLICE DEPARTMENT; AUTHORIZING THE MAYOR TO ENTER INTO CONTRACTS WITH VARIOUS VENDORS, WITHOUT PUBLIC BIDDING; AND DECLARING AN EMERGENCY.

WHEREAS, through adoption of separate Ordinances, this Council has authorized purchase of various new Police Department vehicles through the Ohio Department of Administrative Services, and the purchase of a motorcycle; and

WHEREAS, after purchase of such new vehicles and motorcycle, 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 and a motorcycle.

Section 2. That this Council, therefore, finds and determines, as set out in Article V, §5 of the Charter, that there is an immediate and present emergency in the operation of the Police Department of the City of Strongsville, in that it is immediately necessary to enter into contracts, without public bidding, with **STATEWIDE EMERGENCY PRODUCTS, STATEWIDE FORD LINCOLN MERCURY, YORK ROAD AUTOMOTIVE SERVICE, INC., and PARR PUBLIC SAFETY EQUIPMENT**, for such various supplemental new vehicle and motorcycle specialty items, equipment, painting,

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2016 – 051
Page 2

and installation of accessories to ensure efficient Police Department operations and to protect the health, safety and welfare of the residents.

Section 3. 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)**, **YORK ROAD AUTOMOTIVE SERVICE, INC. (\$6,668.00)**, and **PARR PUBLIC SAFETY EQUIPMENT (\$6,199.00)**, without public bidding, in a total amount not to exceed \$67,730.00, for various supplemental specialty items, equipment, painting, and installation of accessories into various new Police vehicles and a motorcycle, as more fully set forth in Exhibits A through E, respectively, attached hereto and incorporated herein by reference.

Section 4. That the funds for the purposes of this Ordinance 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 is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to enter into said contracts in order to maintain continuity in the operation of the City's Police Department, to protect the health, safety and welfare of the residents, and to conserve public funds. Therefore, provided this Ordinance receives the unanimous vote of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor.

 President of Council

Approved: _____
 Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
 Clerk of Council

ORD. No. 2016-051 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 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	
City, State & Zip	

Notes Section: Equipment and Installation quote for 4-'16 Chargers (marked)

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-SMDT-SA-LED	Console side computer mount assembly w/ swing arm for Havis docking station	\$ 470	\$ 1,880	-
4	Whelen	CCSRNTA3	Cencom 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	ENFFTSSMS6R	FITLED light head, Red (grill light)	\$ 70	\$ 280	-
4	Soundoff Signal	ENFFTSSMS6B	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@statewideford.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 Cancom Siren	\$ 30	\$ 120
4	Whelen	46-07/44336-17	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@statewideford.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	

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			

2016 - White

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	\$ 3,899	\$ 7,798	-

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

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 steverick@statewiderford.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	TK02481TU12	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.



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.....Lighthead mounting bracket	2	300.00	600.00
5HSGB125	Bar Mount Kit for 500 Series Lightheads, 1.25' bar #5HSGB125**DISC 12/15***	2	179.00	358.00
5V3R	500 "V" Series Linear Super LED Lighthead 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 Lighthead 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 E

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2016 – 052

By: Mayor Perciak and Mr. Dooner

A RESOLUTION CONFIRMING THE CITY'S PRACTICE TO PICK-UP THE EMPLOYEE CONTRIBUTIONS FOR THE VOLUNTARY PURCHASE OF MILITARY SERVICE CREDIT FOR STRONGSVILLE FIRE DEPARTMENT EMPLOYEES WHO ARE MEMBERS OF THE OHIO POLICE & FIRE PENSION FUND, THROUGH A SALARY REDUCTION PICK-UP PLAN, AND DECLARING AN EMERGENCY.

WHEREAS, the Council of the City of Strongsville, Cuyahoga County, Ohio met at a duly called and authorized meeting of the Council on March 7, 2016, such meeting being duly called pursuant to notice stating the time, place and purpose of the meeting received by all Council members; and the following Resolution was made, seconded, and adopted by those members present at the meeting; and

WHEREAS, the eligible employees of the Strongsville Fire Department participate in the Ohio Police & Fire Pension Fund ("OP&F"); and

WHEREAS, the City of Strongsville desires to offer a pick-up for the voluntary purchase of military service credit, as provided in Section 742.56 of the Ohio Revised Code and Section 742-5-08 of the Ohio Administrative Code, for participating employees of the Strongsville Fire Department who are members of the OP&F; and

WHEREAS, OP&F has adopted procedures for reporting picked up contributions in order to properly prepare 1099-R forms for its members pursuant to Section 742.32 of the Ohio Revised Code and Section 742-7-14 of the Ohio Administrative Code; and

WHEREAS, employers may pay all or a part of the voluntary contributions for the purchase of military service credit for employees participating in the OP&F.

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

Section 1. That effective as of March 7, 2016, the City of Strongsville desires to offer to pick-up all or part of the voluntary contributions through a payroll deduction for the purchase of military service credit by the Fire Department employees who are members of the Ohio Police & Fire Pension Fund. No contributions made prior to Council's action shall be picked up.

Section 2. That said picked-up contributions paid through a payroll reduction, even though designated as employee contributions for state law purposes, are being paid by the City in lieu of said contributions by the employee.

Section 3. That the pick-up treatment does not apply to contributions made prior to the later of the date this Resolution is signed or effective.

Section 4. That said employees shall not be entitled to any option of choosing to receive the contributed amounts directly instead of having them paid by the City of Strongsville to the OP&F.

Section 5. That said employees must execute the attached Irrevocable Payroll Deduction Authorization form in order to have this pick-up treatment apply and that the Strongsville Finance Department must certify the authorization under Section 742-5-08 of the Ohio Administrative Code.

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

Section 7. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is necessary to immediately confirm that the City will implement the payroll deduction for the pick-up of the voluntary purchase of military service credit for Fire Department employees, 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

RES
 ORD. No. 2016-052 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

SECTION B: Member Signature and Acknowledgement

I authorize my employer to deduct payments beginning the first earning period in _____ and ending in _____ in the amount of \$ _____ per pay and continuing the next ___ earning periods totaling \$ _____. I understand that I cannot stop these deductions if I have selected the tax-deferred option and I must contact OP&F to terminate a payment under the taxed option. I also understand that if I am purchasing military service credit that I cannot use the same time frame in the calculation of another benefit, except as provided in Ohio Revised Code Section 742.52 (E).

Member's Signature:	Date of signature:
---------------------	--------------------

SECTION C: Notary public requirement

The notary public in good standing must sign in the space provided in this section and affix their seal.

State of _____, County of _____, ss:

The foregoing *Payroll Deduction Authorization for Service Credit Purchase* form was acknowledged before me by the person named in the foregoing Section A, this _____ day of _____, 20_____.

Affix Seal here	Notary's Signature:
	Print name:
	My commission expires:

SECTION D: Employer signature and acknowledgement

As a representative of the employer named above in Section A of this *Payroll Deduction Authorization for Service Credit Purchase* form, I hereby certify the information provided is accurate and complete.

Employer Representative's name:	Title
Signature:	Date of signature:

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2016 – 053

By: Mayor Perciak and Mr. Dooner

A RESOLUTION CONFIRMING THE CITY'S PRACTICE TO PICK-UP THE EMPLOYEE CONTRIBUTIONS FOR THE VOLUNTARY PURCHASE OF MILITARY SERVICE CREDIT FOR STRONGSVILLE POLICE DEPARTMENT EMPLOYEES WHO ARE MEMBERS OF THE OHIO POLICE & FIRE PENSION FUND, THROUGH A SALARY REDUCTION PICK-UP PLAN, AND DECLARING AN EMERGENCY.

WHEREAS, the Council of the City of Strongsville, Cuyahoga County, Ohio met at a duly called and authorized meeting of the Council on March 7, 2016, such meeting being duly called pursuant to notice stating the time, place and purpose of the meeting received by all Council members; and the following Resolution was made, seconded, and adopted by those members present at the meeting; and

WHEREAS, the eligible employees of the Strongsville Police Department participate in the Ohio Police & Fire Pension Fund ("OP&F"); and

WHEREAS, the City of Strongsville desires to offer a pick-up for the voluntary purchase of military service credit, as provided in Section 742.56 of the Ohio Revised Code and Section 742-5-08 of the Ohio Administrative Code, for participating employees of the Strongsville Police Department who are members of the OP&F; and

WHEREAS, OP&F has adopted procedures for reporting picked up contributions in order to properly prepare 1099-R forms for its members pursuant to Section 742.32 of the Ohio Revised Code and Section 742-7-14 of the Ohio Administrative Code; and

WHEREAS, employers may pay all or a part of the voluntary contributions for the purchase of military service credit for employees participating in the OP&F.

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

Section 1. That effective as of March 7, 2016, the City of Strongsville desires to offer to pick-up all or part of the voluntary contributions through a payroll deduction for the purchase of military service credit by the Police Department employees who are members of the Ohio Police & Fire Pension Fund. No contributions made prior to Council's action shall be picked up.

Section 2. That said picked-up contributions paid through a payroll reduction, even though designated as employee contributions for state law purposes, are being paid by the City in lieu of said contributions by the employee.

Section 3. That the pick-up treatment does not apply to contributions made prior to the later of the date this Resolution is signed or effective.

Section 4. That said employees shall not be entitled to any option of choosing to receive the contributed amounts directly instead of having them paid by the City of Strongsville to the OP&F.

Section 5. That said employees must execute the attached Irrevocable Payroll Deduction Authorization form in order to have this pick-up treatment apply and that the Strongsville Finance Department must certify the authorization under Section 742-5-08 of the Ohio Administrative Code.

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

Section 7. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is necessary to immediately confirm that the City will implement the payroll deduction for the pick-up of the voluntary purchase of military service credit for Police Department employees, 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

RES
 ORD. No. 2016-053 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

SECTION B: Member Signature and Acknowledgement

I authorize my employer to deduct payments beginning the first earning period in _____ and ending in _____ in the amount of \$ _____ per pay and continuing the next ___ earning periods totaling \$ _____. I understand that I cannot stop these deductions if I have selected the tax-deferred option and I must contact OP&F to terminate a payment under the taxed option. I also understand that if I am purchasing military service credit that I cannot use the same time frame in the calculation of another benefit, except as provided in Ohio Revised Code Section 742.52 (E).

Member's Signature:	Date of signature:
---------------------	--------------------

SECTION C: Notary public requirement

The notary public in good standing must sign in the space provided in this section and affix their seal.

State of _____, County of _____, ss:
The foregoing *Payroll Deduction Authorization for Service Credit Purchase* form was acknowledged before me by the person named in the foregoing Section A, this _____ day of _____, 20_____.

Affix Seal here	Notary's Signature:
	Print name:
	My commission expires:

SECTION D: Employer signature and acknowledgement

As a representative of the employer named above in Section A of this *Payroll Deduction Authorization for Service Credit Purchase* form, I hereby certify the information provided is accurate and complete.

Employer Representative's name:	Title
Signature:	Date of signature:

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 054

By: Mr. Daymut

AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT AN ASSIGNMENT OF EASEMENTS FROM LOVE FARM DEVELOPMENT CO., LTD., FOR THE PURPOSES OF CONSTRUCTING, RECONSTRUCTING, MAINTAINING, OPERATING AND REPAIRING A SANITARY SEWER SYSTEM AND APPURTENANCES IN CONNECTION WITH LOVE FARM SUBDIVISION, AND DECLARING AN EMERGENCY.

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

Section 1. That the Council hereby authorizes the Mayor to accept an Assignment of Easements from Love Farm Development Co., Ltd. with regard to two easements for the purposes of installing and maintaining sanitary sewer lines, and connections and appurtenances for a sanitary sewer system in connection with Love Farm Subdivision, as more fully set forth in Exhibit 1, attached hereto and made a part hereof by reference.

Section 2. That the Clerk of Council is hereby directed to cause the aforesaid Assignment of Easements to be recorded in the office of the Cuyahoga County Fiscal Office after its execution and receipt of whatever partial mortgagee releases and/or subordination agreements are necessary in the opinion of the Law Director to ensure free and clear title over the easement areas.

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

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

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2016 - 054
Page 2

President of Council

Date Passed: _____

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

Approved: _____
Mayor

Date Approved: _____

Attest: _____
Clerk of Council

ORD. No. 2016-054 Amended: _____

1st Rdg. _____ Ref: _____

2nd Rdg. _____ Ref: _____

3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____

Adopted: _____ Defeated: _____

ASSIGNMENT OF EASEMENTS

This Assignment of Easements is made at Strongsville, Ohio, by and between Love Farm Development Co., Ltd., an Ohio limited liability company, which with its successors and assigns is herein called "Assignor" and the City of Strongsville, an Ohio municipal corporation and political subdivision, which with its successors and assigns is herein called "Assignee."

WHEREAS, Assignor is the grantee of the following easements for ~~storm~~^{sanitary} sewer system purposes, copies of which are attached hereto and incorporated herein by this reference:

1. Easement from William Pordan to Love Farm Development Co., Ltd., recorded on August 18, 2015, in the Official Records of Cuyahoga County, Ohio at **Document No. 201508180593** and encumbering portions of Permanent Parcel No. 392-01-007, a copy of which is attached hereto as **Exhibit A** and incorporated herein by this reference; and
2. Easement from Tiffany L. Strmac and Danny A. Ziemski to Love Farm Development Co., Ltd., recorded on August 18, 2015, in the Official Records of Cuyahoga County, Ohio at **Document No. 201508180592** and encumbering portions of Permanent Parcel No. 392-01-008, a copy of which is attached hereto as **Exhibit B** and incorporated herein by this reference.

WHEREAS, the foregoing easements are herein called the "Easements."

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, for itself and its successors and assigns, effective on the date hereof, assigns, conveys and grants to Assignee and its successors and assigns, all of Assignor's right, title and interest in and to the Easements. Assignor covenants with Assignee that it is well seized of the Easements and has the right to assign, convey and grant the Easements to Assignee in the manner and form herein provided.

[Execution Page Follows]

201508180593

TRANSFER NOT REQUIRED

AUG 18 2015

CUYAHOGA COUNTY FISCAL OFFICE

EASEMENT AGREEMENT

This EASEMENT AGREEMENT ("Agreement") is made this 13th day of August, 2015, by and between William D. Pordan (Grantor) and Love Farm Development Co. Ltd., a Limited Liability Company (Grantee).

RET SOLUTIONS
No. ACC001

RECITALS:

WHEREAS, Grantor is the fee simple owner of real property located in the City of Strongsville, Ohio (the "City"), assigned Cuyahoga County Permanent Parcel No. 392-01-007, a legal description which is attached hereto as Exhibit "A" ("Grantors Property"); and

WHEREAS, Grantee is the fee simple owner of real property located in the City, assigned Cuyahoga County Permanent Parcel No. 392-01-001, legal description of which is attached hereto as Exhibit "B" ("Grantee's Property") (Grantor's Property, collectively the "Properties"), which real property is adjacent to Grantor's Property; and

WHEREAS, Grantor desires to grant Grantee a perpetual easement over a portion of Grantor's Property as specified herein for the purpose of installing and maintaining a sanitary sewer line and connections and appurtenances thereto as may be necessary to service Grantee's Property (the "Sanitary Sewer System") and an easement over Grantor's Property as specified herein for installation of the Sanitary Sewer System, which Sanitary Sewer System Grantee intends will be part of a public sanitary sewer system;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto, for themselves and their successors and assigns, hereby agree as follows:

1. For the benefit of Grantee and its successors and assigns, Grantor hereby grants and conveys a perpetual easement across, over and under that portion of Grantor's Property described in Exhibit "C" and depicted in Exhibit "D" hereto for the purpose of installing and maintaining the Sanitary Sewer System, to be constructed at Grantee's cost and expense in accordance with the City's ordinances, rules and regulations for such systems in force at the time of the City's approval of plans for construction thereof. Subject to the City's approval of plans for construction thereof, the Sanitary Sewer System shall include a ten (10) foot long lateral from the sanitary sewer line into Grantor's Property at such location designed by Grantor.

2. During construction of the Sanitary Sewer System, Grantee or its assigns shall maintain, at Grantee's cost and expense, insurance coverage for damage to or destruction of tangible property, including resulting loss of use thereof (other than the Sanitary Sewer System itself), whether resulting from Grantee's operations or by operations of any of its contractors, subcontractors, materialmen, or by any individual or entities for whose acts Grantee may be liable. Such insurance shall be written for not less than the following limits of liability:

<u>Commercial General Liability Insurance</u>	
Each occurrence limit	\$1,000,000
General aggregate	\$2,000,000

The insurance policy required hereunder shall contain a provision that coverage will not be cancelled or not renewed until at least thirty (30) days prior written notice has been given to Grantor. Certificates of insurance showing the required coverage to be in force shall be submitted to Grantor prior to commencement of the construction of the Sanitary Sewer System. Grantor and Grantee waive all rights against each other and any of the subcontractors, agents and employees for damages to the extent the same are covered by insurance.

3. Upon completion of construction of the Sanitary Sewer System, Grantee shall restore the site affected by construction to its original topography, repair any damage to paved areas disturbed during construction and installation of the Sanitary Sewer System, and seed all other areas disturbed during construction and installation of the Sanitary Sewer System.

4. At any time Grantee may assign all or any portion of its interest in the Easements to one or more individuals, entities or the City. Effective on the date of any such assignment, the obligations and duties of Grantee hereunder will terminate, except with respect to acts or omissions arising prior thereto.

5. Grantee shall not permit any mechanic's liens to be filed against Grantor's Property in connection with the construction of the Sanitary Sewer System. In the event that any such mechanic's liens shall be filed of record, Grantee shall cause such lien to be removed of record by payment, bonding, or other lawful procedure within 45 days after receipt of written notice of such mechanic's line from Grantor.

6. Grantor hereby reserves the right to make such use of Grantor's Property as is not expressly prohibited by or inconsistent with the terms of the easements contained herein and reserves the right, to the extent permitted by the City, to use the surface of the area under which the Sanitary Sewer System is installed so long as, and to the extent that, such use does not interfere with the installation, operation or maintenance of the Sanitary Sewer System.

7. Grantee indemnifies Grantor holds Grantor harmless from any and all damage, injury or loss to any person or property caused by, related to or resulting from the use of the Easements.

8. Grantor covenants that is well seized of its interest in Grantor' Property as good and indefeasible estate in fee simple and has the right to grant and convey the Easement in the manner and

form above written. Grantor further covenants that it will warrant and defend the Easements contained herein against all lawful claims and demands whatsoever for the purposes described herein.

9. Each person signing this Agreement in a representative capacity represents that he or she has all requisite authority to execute this Agreement in such capacity and has been duly authorized to do so.

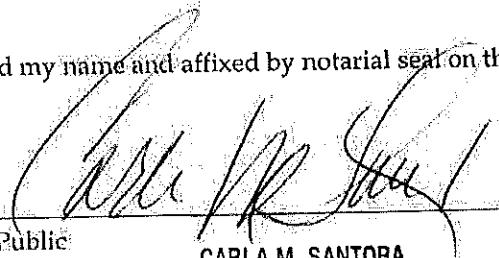
10. All references to either Party in this instrument shall include that Party and that Party's successors and assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

STATE OF OHIO)
) SS
COUNTY OF CUYAHOGA)

BE IT REMEMBERED, that on this 11th day of August, 2015, before me, the subscriber, a Notary Public in and for said County and State, personally came Love Farm Development Co., Ltd., a Limited Liability Company, by Sam Petros who executed the foregoing instrument, who acknowledged that he did sign said instrument on behalf of said limited liability company and that said instrument was signed as his free act and deed individually, and the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed by notarial seal on the day and year first above written.



Notary Public

CARLA M. SANTORA
Notary Public - State of Ohio
Recorded in Cuyahoga County
My Commission Expires December 2, 2017

This instrument prepared by:
Donald G. Bohning & Associates, Inc.
7979 Hub Parkway
Valley View, Ohio 44125



DONALD G. BOHNING & ASSOCIATES, INC.

CIVIL ENGINEERING & SURVEYING

7979 HUB PARKWAY • VALLEY VIEW, OHIO 44125 • (216) 642-1130
FAX • (216) 642-1132

P.P.N. 392-01-007
AFN 201403070501
William D. Pordan
DGB 4429-E-c1

August, 2015

EXHIBIT "A"
LEGAL DESCRIPTION

Situated in the City of Strongsville, County of Cuyahoga, and State of Ohio:

And known as being Parcel "A" in Lot Split-Consolidation Plat for Carol A. Sweeney and Albert R. and Anne Fess of part of Original Strongsville Township Lot No. 93, as shown by the recorded Plat in Volume 271 of Maps, Page 64 of Cuyahoga County Records, as appears by said Plat, be the same more or less.



DONALD G. BOHNING & ASSOCIATES, INC.

CIVIL ENGINEERING & SURVEYING

7979 HUB PARKWAY • VALLEY VIEW, OHIO 44125 • (216) 642-1130

FAX • (216) 642-1132

P.P.N. 392-01-001

AFN 201504210471

Love Farm Development Co., Ltd.

DGB 4429-E-c1

March, 2015

EXHIBIT "B"
LEGAL DESCRIPTION

Situated in the City of Strongsville, County of Cuyahoga, and State of Ohio, and known as being Parcel "B" in a Lot Split- Consolidation Plat of part of Original Strongsville Township Lot 93, as shown by the recorded plat in Volume 271, Page 64 of Cuyahoga County Map Records, and bounded and described as follows:

Beginning at an iron pin monument found in the centerline of Albion Road, 60 feet wide, at its intersection with the centerline of Gate Post Road, variable width;

Thence North 84 degrees 57 minutes 00 seconds West along the centerline of Albion Road, 218.62 feet to a nail set at its intersection with the westerly line of a parcel of land conveyed to Tiffany Strmac and Danny Ziemski by deed recorded as A.F.N. 201412220710 of Cuyahoga County Records, and the principal place of beginning of the parcel herein described;

Thence South 0 degrees 05 minutes 24 seconds East along the westerly line of said land conveyed to Tiffany Strmac and Danny Ziemski, 360.00 feet to its intersection with the southerly line of said land so conveyed, and from which point an iron pipe found bears North 89 degrees 54 minutes 36 seconds East, 1.95 feet; North 0 degrees 05 minutes 24 seconds West, 1.81 feet;

Thence South 84 degrees 57 minutes 00 seconds East along the southerly line of said land conveyed to Tiffany Strmac and Danny Ziemski, 100.00 feet to its intersection with the westerly line of a parcel of land conveyed to William D. Pordan by deed recorded as A.F.N. 201403070501 of Cuyahoga County Records and from which point an iron pin found (Walker) bears North 89 degrees 54 minutes 36 seconds East, 1.78 feet; North 0 degrees 05 minutes 24 seconds West, 2.39 feet;

Thence South 0 degrees 05 minutes 24 seconds East along the westerly line of said land conveyed to William D. Pordan, 105.72 feet to an iron pin set at its intersection with the southerly line of said land so conveyed;

Thence South 84 degrees 57 minutes 00 seconds East along the southerly line of said land conveyed to William D. Pordan, 100.39 feet to its intersection with the westerly line of Westwood Farms Subdivision No. 14 as recorded in Volume 327, Page 24 of Cuyahoga County Map Records and from which point an iron pin found bears South 89 degrees 54 minutes 36 seconds West, 0.05 feet; North 0 degrees 05 minutes 24 seconds West, 0.04 feet;



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P.P.N. 392-01-001

AFN 201504210471

Love Farm Development Co., Ltd.

DGB 4429-E-c1

Thence South 0 degrees 05 minutes 24 seconds East along the westerly line of said Westwood Farms Subdivision Number 14, 711.54 feet to its intersection with the northerly line of Andrus Woods Westwood Farm Homeowners Association Subdivision No. 16 as recorded in Volume 335, Page 68 of Cuyahoga County Map Records and from which point an iron pin found bears South 88 degrees 19 minutes 50 seconds West, 0.06 feet;

Thence South 88 degrees 19 minutes 50 seconds West along the northerly line of said Andrus Woods Westwood Farm Homeowners Association Subdivision No. 16, 575.75 feet to an iron pipe found at its intersection with the easterly line of Columbia Reserve Subdivision 2 as recorded in Volume 99, Page 68 of Lorain County Plat Records, being also the southwest corner of said Sublot 93,

Thence North 0 degrees 05 minutes 24 seconds West along the easterly line of said of Columbia Reserve Subdivision 2 and the easterly line of Columbia Reserve Subdivision 1 as recorded in Volume 96, Page 58 of Lorain County Plat Records, 1244.90 feet to a nail set at its intersection with the centerline of Albion Road;

Thence South 84 degrees 57 minutes 00 seconds East along the centerline of Albion Road, 377.47 feet to the principal place of beginning, and containing 14.1092 acres of land of which 0.2600 acres lie within the right-of-way of Albion Road, according to the survey by Donald G. Bohning & Associates, Inc. dated March, 2015.

The courses used in this description are referenced to an assumed meridian and are used to indicate angles only.



DONALD G. BOHNING & ASSOCIATES, INC.

CIVIL ENGINEERING & SURVEYING

7979 HUB PARKWAY • VALLEY VIEW, OHIO 44125 • (216) 642-1130
FAX • (216) 642-1132

10' Sanitary Sewer Easement
P.P.N. 392-01-007
AFN 201403070501
William D. Pordan
DGB 4429-E-c1

August, 2015

EXHIBIT "C"
LEGAL DESCRIPTION

Situated in the City of Strongsville, County of Cuyahoga, and State of Ohio, and known as being part of Parcel "A" in the Lot Split-Consolidation Plat of part of Original Strongsville Township Lot 93, as recorded in Volume 271, Page 64 of Cuyahoga County Map Records and bounded and described as follows:

Beginning in the easterly line of said Parcel "A", being land conveyed to William D. Pordan by deed recorded as A.F.N. 201403070501 of Cuyahoga County Records at its intersection with the southerly line of Albion Road, 60 feet wide;

Thence South 00 degrees 05 minutes 24 seconds West along the easterly line of said land conveyed to William D. Pordan, 10.04 feet to a point;

Thence North 84 degrees 57 minutes 00 seconds West, parallel to and 10.00 feet equal distance therefrom the southerly line of Albion Road, 60 feet wide, 100.39 feet to a point in the westerly line of said land;

Thence North 00 degrees 05 minutes 24 seconds West along the westerly line of said land conveyed to William D. Pordan, 10.04 feet to its intersection with the southerly line of Albion Road, 60 feet wide;

Thence South 84 degrees 57 minutes 00 seconds East along the southerly line of Albion Road, 60 feet wide, 100.39 feet to the place of beginning and containing 1,004 square feet of land according to the survey by Donald G. Bohning & Associates, Inc.

The courses used in this description are referenced to an assumed meridian and are used to indicate angles only.

ALBION ROAD 60'

GATE POST ROAD



N84°57'00"W
100.39'

P.O.B.

100.39'

N0°05'24"W
10.04'

N84°57'00"W
100.39'

N0°05'24"W
10.04'

PROPOSED 10'
SANITARY SEWER
EASEMENT

EXHIBIT "D"
DGB 4429-E-C1

N00°05'24"W
435.60'

P.P.N. 392-01-007
WILLIAM D. PORDAN
A.F.N. 201403070501

435.60'
N00°05'24"W

100.39'
N84°57'00"W

TRANSFER NOT REQUIRED

AUG 18 2015

CUYAHOGA COUNTY FISCAL OFFICE

EASEMENT AGREEMENT

This EASEMENT AGREEMENT ("Agreement") is made this 12th day of August, 2015, by and between Tiffany L. Stumac & Danny A. Ziemski (Grantors) and Love Farm Development Co. Ltd., a Limited Liability Company (Grantee).

RET SOLUTIONS
No. ACC001

RECITALS:

WHEREAS, Grantor is the fee simple owner of real property located in the City of Strongsville, Ohio (the "City"), assigned Cuyahoga County Permanent Parcel No. 392-01-008, a legal description which is attached hereto as Exhibit "A" ("Grantors Property"); and

WHEREAS, Grantee is the fee simple owner of real property located in the City, assigned Cuyahoga County Permanent Parcel No. 392-01-001, legal description of which is attached hereto as Exhibit "B" ("Grantee's Property") (Grantor's Property, collectively the "Properties"), which real property is adjacent to Grantor's Property; and

WHEREAS, Grantor desires to grant Grantee a perpetual easement over a portion of Grantor's Property as specified herein for the purpose of installing and maintaining a sanitary sewer line and connections and appurtenances thereto as may be necessary to service Grantee's Property (the "Sanitary Sewer System") and an easement over Grantor's Property as specified herein for installation of the Sanitary Sewer System, which Sanitary Sewer System Grantee intends will be part of a public sanitary sewer system;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto, for themselves and their successors and assigns, hereby agree as follows:

1. For the benefit of Grantee and its successors and assigns, Grantor hereby grants and conveys a perpetual easement across, over and under that portion of Grantor's Property described in Exhibit "C" and depicted in Exhibit "D" hereto for the purpose of installing and maintaining the Sanitary Sewer System, to be constructed at Grantee's cost and expense in accordance with the City's ordinances, rules and regulations for such systems in force at the time of the City's approval of plans for construction thereof. Subject to the City's approval of plans for construction thereof, the Sanitary Sewer System shall include a ten (10) foot long lateral from the sanitary sewer line into Grantor's Property at such location designed by Grantor.

2. During construction of the Sanitary Sewer System, Grantee or its assigns shall maintain, at Grantee's cost and expense, insurance coverage for damage to or destruction of tangible property, including resulting loss of use thereof (other than the Sanitary Sewer System itself), whether resulting from Grantee's operations or by operations of any of its contractors, subcontractors, materialmen, or by any individual or entities for whose acts Grantee may be liable. Such insurance shall be written for not less than the following limits of liability:

Commercial General Liability Insurance

Each occurrence limit	\$1,000,000
General aggregate	\$2,000,000

The insurance policy required hereunder shall contain a provision that coverage will not be cancelled or not renewed until at least thirty (30) days prior written notice has been given to Grantor. Certificates of insurance showing the required coverage to be in force shall be submitted to Grantor prior to commencement of the construction of the Sanitary Sewer System. Grantor and Grantee waive all rights against each other and any of the subcontractors, agents and employees for damages to the extent the same are covered by insurance.

3. Upon completion of construction of the Sanitary Sewer System, Grantee shall restore the site affected by construction to its original topography, repair any damage to paved areas disturbed during construction and installation of the Sanitary Sewer System, and seed all other areas disturbed during construction and installation of the Sanitary Sewer System.

4. At any time Grantee may assign all or any portion of its interest in the Easements to one or more individuals, entities or the City. Effective on the date of any such assignment, the obligations and duties of Grantee hereunder will terminate, except with respect to acts or omissions arising prior thereto.

5. Grantee shall not permit any mechanic's liens to be filed against Grantor's Property in connection with the construction of the Sanitary Sewer System. In the event that any such mechanic's liens shall be filed of record, Grantee shall cause such lien to be removed of record by payment, bonding, or other lawful procedure within 45 days after receipt of written notice of such mechanic's line from Grantor.

6. Grantor hereby reserves the right to make such use of Grantor's Property as is not expressly prohibited by or inconsistent with the terms of the easements contained herein and reserves the right, to the extent permitted by the City, to use the surface of the area under which the Sanitary Sewer System is installed so long as, and to the extent that, such use does not interfere with the installation, operation or maintenance of the Sanitary Sewer System.

7. Grantee indemnifies Grantor holds Grantor harmless from any and all damage, injury or loss to any person or property caused by, related to or resulting from the use of the Easements.

8. Grantor covenants that is well seized of its interest in Grantor' Property as good and indefeasible estate in fee simple and has the right to grant and convey the Easement in the manner and

form above written. Grantor further covenants that it will warrant and defend the Easements contained herein against all lawful claims and demands whatsoever for the purposes described herein.

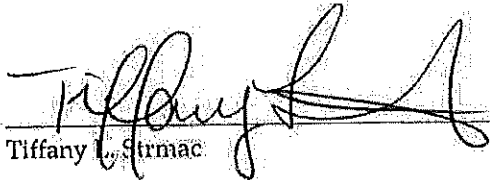
9. Each person signing this Agreement in a representative capacity represents that he or she has all requisite authority to execute this Agreement in such capacity and has been duly authorized to do so.

10. All references to either Party in this instrument shall include that Party and that Party's successors and assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns.

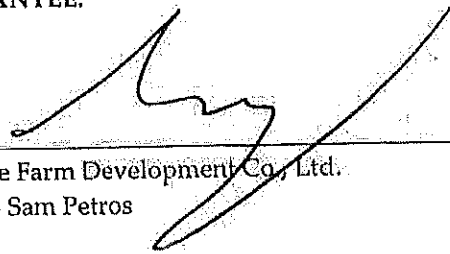
[REMAINDER OF PAGE INTENTIONALLY BLANK]

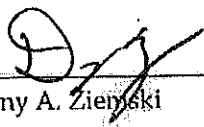
IN WITNESS WHEREOF, the undersigned have hereunto set their hands this 12th day of August, 2015.

GRANTOR:


Tiffany L. Strmac

GRANTEE:


Love Farm Development Co., Ltd.
(By) Sam Petros

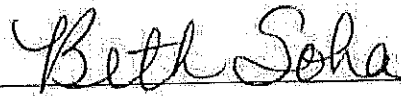

Danny A. Ziemski

ACKNOWLEDGEMENT

STATE OF OHIO)
) SS
COUNTY OF CUYAHOGA)

BE IT REMEMBERED, that on this 12th day of August, 2015, before me, the subscriber, a Notary Public in and for said County and State, personally came Tiffany L. Strmac & Danny A. Ziemski, who executed the foregoing instrument, who acknowledged that he/she signed as his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed by notarial seal on the day and year first above written.

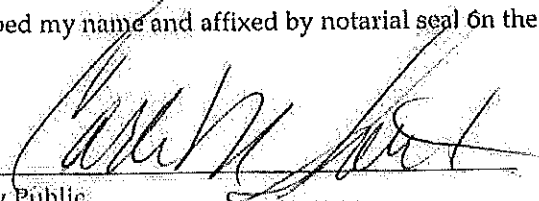

Notary Public

Beth Soha • Notary Public
State of OH • County of Medina
My commission expires Nov. 12, 2016

STATE OF OHIO)
) SS
COUNTY OF CUYAHOGA)

BE IT REMEMBERED, that on this 11th day of AUGUST, 2015, before me, the subscriber, a Notary Public in and for said County and State, personally came Love Farm Development Co., Ltd., a Limited Liability Company, by Sam Petros, who executed the foregoing instrument, who acknowledged that he did sign said instrument on behalf of said limited liability company and that said instrument was signed as his free act and deed individually, and the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed by notarial seal on the day and year first above written.



Notary Public

CARLA M. SANTORA
Notary Public - State of Ohio
Recorded In Cuyahoga County
My Commission Expires December 2, 2017

This instrument prepared by:
Donald G. Bohning & Associates, Inc.
7979 Hub Parkway
Valley View, Ohio 44125



DONALD G. BOHNING & ASSOCIATES, INC.

CIVIL ENGINEERING & SURVEYING

7979 HUB PARKWAY • VALLEY VIEW, OHIO 44125 • (216) 842-1130
FAX • (216) 842-1132

P.P.N. 392-01-008
AFN 201412220710
Tiffany L. Strmac & Danny A. Ziemski
DGB 4429-E-c1

August, 2015

EXHIBIT "A"
LEGAL DESCRIPTION

Situated in the City of Strongsville, County of Cuyahoga, and State of Ohio, and known as being a part of Original Strongsville Township Lot 93, and bounded and described as follows:

Beginning at a point in the center line of Albion Road (60 feet wide) said point being Easterly from a monument set in the center line of Albion Road and the center line of Marks Road, a distance of 377.2 feet measured along the center line of Albion Road;

Thence South 84 degrees 57 minutes East, along the center line of Albion Road, a distance of 100 feet to a point;

Thence due South along the Easterly line of land conveyed to William B. Lange by deed recorded in Deed Volume 9439, Page 700 of Cuyahoga County Records, a distance of 360 feet to an iron pipe;

Thence North 84 degrees 57 minutes West, along other lands of the Grantor, a distance of 100 feet to an iron pipe;

Thence due North along other lands of the Grantor a distance of 360 feet to the place of beginning, be the same more or less, but subject to all legal highways.

The courses used in this description are referenced to an assumed meridian and are used to indicate angles only.



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P.P.N. 392-01-001
AFN 201504210471
Love Farm Development Co., Ltd.
DGB 4429-E-c1

March, 2015

EXHIBIT "B"
LEGAL DESCRIPTION

Situated in the City of Strongsville, County of Cuyahoga, and State of Ohio, and known as being Parcel "B" in a Lot Split- Consolidation Plat of part of Original Strongsville Township Lot 93, as shown by the recorded plat in Volume 271, Page 64 of Cuyahoga County Map Records, and bounded and described as follows:

Beginning at an iron pin monument found in the centerline of Albion Road, 60 feet wide, at its intersection with the centerline of Gate Post Road, variable width;

Thence North 84 degrees 57 minutes 00 seconds West along the centerline of Albion Road, 218.62 feet to a nail set at its intersection with the westerly line of a parcel of land conveyed to Tiffany Strmac and Danny Ziemiński by deed recorded as A.F.N. 201412220710 of Cuyahoga County Records, and the principal place of beginning of the parcel herein described;

Thence South 0 degrees 05 minutes 24 seconds East along the westerly line of said land conveyed to Tiffany Strmac and Danny Ziemiński, 360.00 feet to its intersection with the southerly line of said land so conveyed, and from which point an iron pipe found bears North 89 degrees 54 minutes 36 seconds East, 1.95 feet; North 0 degrees 05 minutes 24 seconds West, 1.81 feet;

Thence South 84 degrees 57 minutes 00 seconds East along the southerly line of said land conveyed to Tiffany Strmac and Danny Ziemiński, 100.00 feet to its intersection with the westerly line of a parcel of land conveyed to William D. Pordan by deed recorded as A.F.N. 201403070501 of Cuyahoga County Records and from which point an iron pin found (Walker) bears North 89 degrees 54 minutes 36 seconds East, 1.78 feet; North 0 degrees 05 minutes 24 seconds West, 2.39 feet;

Thence South 0 degrees 05 minutes 24 seconds East along the westerly line of said land conveyed to William D. Pordan, 105.72 feet to an iron pin set at its intersection with the southerly line of said land so conveyed;

Thence South 84 degrees 57 minutes 00 seconds East along the southerly line of said land conveyed to William D. Pordan, 100.39 feet to its intersection with the westerly line of Westwood Farms Subdivision No. 14 as recorded in Volume 327, Page 24 of Cuyahoga County Map Records and from which point an iron pin found bears South 89 degrees 54 minutes 36 seconds West, 0.05 feet; North 0 degrees 05 minutes 24 seconds West, 0.04 feet;



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P.P.N. 392-01-001

AFN 201504210471

Love Farm Development Co., Ltd.

DGB 4429-E-c1

Thence South 0 degrees 05 minutes 24 seconds East along the westerly line of said Westwood Farms Subdivision Number 14, 711.54 feet to its intersection with the northerly line of Andrus Woods Westwood Farm Homeowners Association Subdivision No. 16 as recorded in Volume 335, Page 68 of Cuyahoga County Map Records and from which point an iron pin found bears South 88 degrees 19 minutes 50 seconds West, 0.06 feet;

Thence South 88 degrees 19 minutes 50 seconds West along the northerly line of said Andrus Woods Westwood Farm Homeowners Association Subdivision No. 16, 575.75 feet to an iron pipe found at its intersection with the easterly line of Columbia Reserve Subdivision 2 as recorded in Volume 99, Page 68 of Lorain County Plat Records, being also the southwest corner of said Sublot 93,

Thence North 0 degrees 05 minutes 24 seconds West along the easterly line of said of Columbia Reserve Subdivision 2 and the easterly line of Columbia Reserve Subdivision 1 as recorded in Volume 96, Page 58 of Lorain County Plat Records, 1244.90 feet to a nail set at its intersection with the centerline of Albion Road;

Thence South 84 degrees 57 minutes 00 seconds East along the centerline of Albion Road, 377.47 feet to the principal place of beginning, and containing 14.1092 acres of land of which 0.2600 acres lie within the right-of-way of Albion Road, according to the survey by Donald G. Bohning & Associates, Inc. dated March, 2015.

The courses used in this description are referenced to an assumed meridian and are used to indicate angles only.



DONALD G. BOHNING & ASSOCIATES, INC.

CIVIL ENGINEERING & SURVEYING

7979 HUB PARKWAY • VALLEY VIEW, OHIO 44125 • (216) 642-1130
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10' Sanitary Sewer Easement
P.P.N. 392-01-008
AFN 201412220710
Tiffany L. Strmac & Danny A. Ziemski
DGB 4429-E-c1

August, 2015

EXHIBIT "C"
LEGAL DESCRIPTION

Situated in the City of Strongsville, County of Cuyahoga, and State of Ohio, and known as being part of Original Strongsville Township Lot 93 and bounded and described as follows:

Beginning in the easterly line of a parcel of land conveyed to Tiffany L. Strmac and Danny A. Ziemski by deed recorded as A.F.N. 201412220710 of Cuyahoga County Records at its intersection with the southerly line of Albion Road, 60 feet wide;

Thence South 00 degrees 05 minutes 24 seconds East along the easterly line of said land conveyed to Tiffany L. Strmac and Danny A. Ziemski, 10.04 feet to a point;

Thence North 84 degrees 57 minutes 00 seconds West, parallel to and 10.00 feet equal distance therefrom the southerly line of Albion Road, 60 feet wide, 100.00 feet to a point in the westerly line of said land;

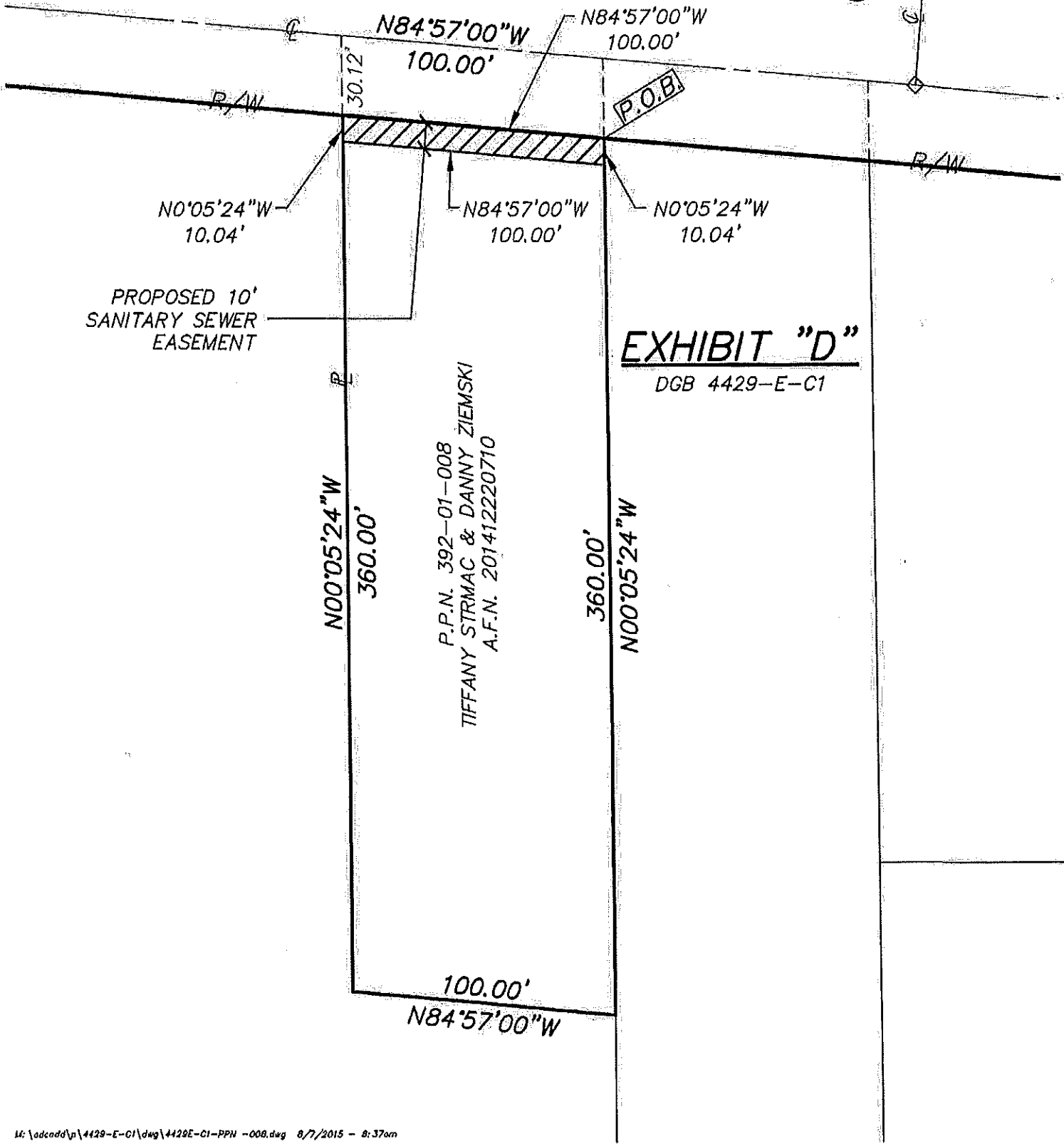
Thence North 00 degrees 05 minutes 24 seconds West along the westerly line of said land conveyed to Tiffany L. Strmac and Danny A. Ziemski, 10.04 feet to its intersection with the southerly line of Albion Road, 60 feet wide;

Thence South 84 degrees 57 minutes 00 seconds East along the southerly line of Albion Road, 60 feet wide, 10.00 feet to the place of beginning and containing 1,000 square feet of land according to the survey by Donald G. Bohning & Associates, Inc.

The courses used in this description are referenced to an assumed meridian and are used to indicate angles only.

ALBION ROAD 60'

GATE POST ROAD



CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 055

By: Mr. Daymut

AN ORDINANCE ACCEPTING FOR DEDICATION TO PUBLIC USE CERTAIN LANDS WITHIN THE LOVE FARM SUBDIVISION; ACCEPTING CERTAIN PUBLIC UTILITIES CONSTRUCTED THEREIN AND AUTHORIZING AND DIRECTING THE ACTS REQUIRED IN FURTHERANCE THEREOF, AND DECLARING AN EMERGENCY.

WHEREAS, Love Farm Development Co., Ltd., an Ohio limited liability company (hereinafter referred to as "Developer"), owner of Love Farm Subdivision, is offering to the City of Strongsville for dedication to public use certain lands for streets, drives, roads, and easements (the "Public Rights-of-way"), as shown on the plat for that subdivision (the "Subdivision Plat"); and

WHEREAS, the Developer is offering to the City of Strongsville for acceptance certain public utilities, public sanitary and storm sewers, and appurtenances constructed above and beneath the surface of the ground within the aforesaid lands (the "Public Improvements") as shown in the improvements plans for said subdivision approved by the City Engineer on June 25, 2015, and on file with the City Engineer (hereinafter referred to as "Improvement Plans"); and

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

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

Section 1. That Council finds and determines that it is in the public interest to accept for dedication to public use the Public Rights-of-way prior to the completion of the installation of sidewalks, seeding and a mail box pad, provided that the Developer shall deposit a cash bond with the City in an amount that shall be no less than 100% of the estimated cost of completing the sidewalk improvements, seeding and a mail box pad; all as determined by the City Engineer conditioned upon the full completion of the aforesaid improvements to be constructed and/or installed in such Public Rights-of-way no later than May 31, 2016 for the seeding and mail box pad, and December 31, 2017 for the sidewalks; and provided that, upon completion of such sidewalk improvements, seeding and mail box pad, the Developer provides to the City a bond securing or guaranteeing the maintenance of such sidewalk improvements, seeding and mail box pad, for a period not less than two years from and after the effective date of the

subsequent ordinance accepting such sidewalk improvements, seeding and mail box pad, in a sum no less than 10% of the cost of the installation of such sidewalk improvements, seeding and mail box pad.

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

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

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

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

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

Section 7. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of the Council and any of its

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2016 – 055
Page 3

committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 8. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to assure proper development of all lots and land within the City of Strongsville and to meet legal requirements. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

 President of Council

Approved: _____
 Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
 Clerk of Council

ORD. No. 2016-055 Amended: _____

1st Rdg. _____ Ref: _____

2nd Rdg. _____ Ref: _____

3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____

Adopted: _____ Defeated: _____

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 056

By: Mr. Daymut

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE LOCATED AT 9200 PEARL ROAD IN THE CITY OF STRONGSVILLE FROM R-RS (RESTAURANT-RECREATIONAL SERVICES) CLASSIFICATION TO MS (MOTORIST SERVICE) CLASSIFICATION (PPN 395-03-006), AND DECLARING AN EMERGENCY.

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

Section 1. That the Zoning Map of the City of Strongsville, adopted by Section 1250.03 of Title Six, Part Twelve of the Codified Ordinances of Strongsville, be amended to change the zoning classification of certain property located at 9200 Pearl Road in the City of Strongsville, from R-RS (Restaurant-Recreational Services) classification to MS (Motorist Service) classification (PPN 395-03-006) which property is more fully described in Exhibit A, and depicted in Exhibit B, all attached hereto and incorporated herein by reference.

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

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

Section 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to rezone such property in order to provide for the orderly development of lots and lands within the City, to afford the applicant an opportunity to submit plans and commence construction, to enhance economic development within the City, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2016 - 056
Page 2

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

First reading: _____ Referred to Planning Commission
 Second reading: _____
 Third reading: _____ Approved: _____
 Public Hearing: _____

 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. 2016-056 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

 Pub Hrg. _____ Ref: _____
 Adopted: _____ defeated: _____

Situated in the City of Strongsville, County of Cuyahoga, State of Ohio, and known as being a part of Original Strongsville Township Lots 49 and 50, also known as being a portion of a parcel of land conveyed to North Pearl II, LLC as recorded in AFN 201302060015 of said County's records, and being further bounded and described as follows:

Commencing at 1 inch rebar in a monument box found at the centerline intersection of Pearl Rd. (S.R. 42, variable width) and Whitney Rd. (70 feet wide), thence along the centerline of said Whitney Rd., N 81° 43' 35" W for a distance of 454.65 feet to a point, said point being the **TRUE PLACE OF BEGINNING** for the parcel of land hereinafter described, thence clockwise along the following thirteen (13) courses and distances:

1. S 8° 16' 25" W for a distance of 215.00 feet to a Mag Nail set, passing over a Drill Hole set on the south right of way line of said Whitney Rd. at 30.00 feet;
2. S 81° 43' 35" E for a distance of 309.00 feet to a 5/8 inch rebar with cap "GPD" set on the new west right of way line of said Pearl Rd., said rebar set being at 50.00 feet by perpendicular measurement from the centerline of said Pearl Rd.;
3. Thence along said new right of way line, S 31° 17' 15" W for a distance of 120.84 feet to a 5/8 inch rebar with cap "GPD" set on the existing west right of way line of said Pearl Rd.;
4. Thence along said west right of way line, S 46° 10' 35" W for a distance of 31.13 feet to a 5/8 inch rebar with cap "GPD" set;
5. Thence continuing along said west right of way line, N 58° 42' 45" W for a distance of 22.00 feet to a 5/8 inch rebar with cap "GPD" set;
6. Thence continuing along said west right of way line, S 31° 17' 15" W for a distance of 96.88 feet to a point on the north right of way line of the Ohio Turnpike (variable width), said point witnessed by a 5/8 inch rebar found N 45° 47' 36" E at 1.17 feet;
7. Thence along said north right of way line along the arc of a curve to the left having the following properties:

Delta	=	8° 08' 13"
Radius	=	3029.79
Tangent	=	215.50
Chord	=	429.92

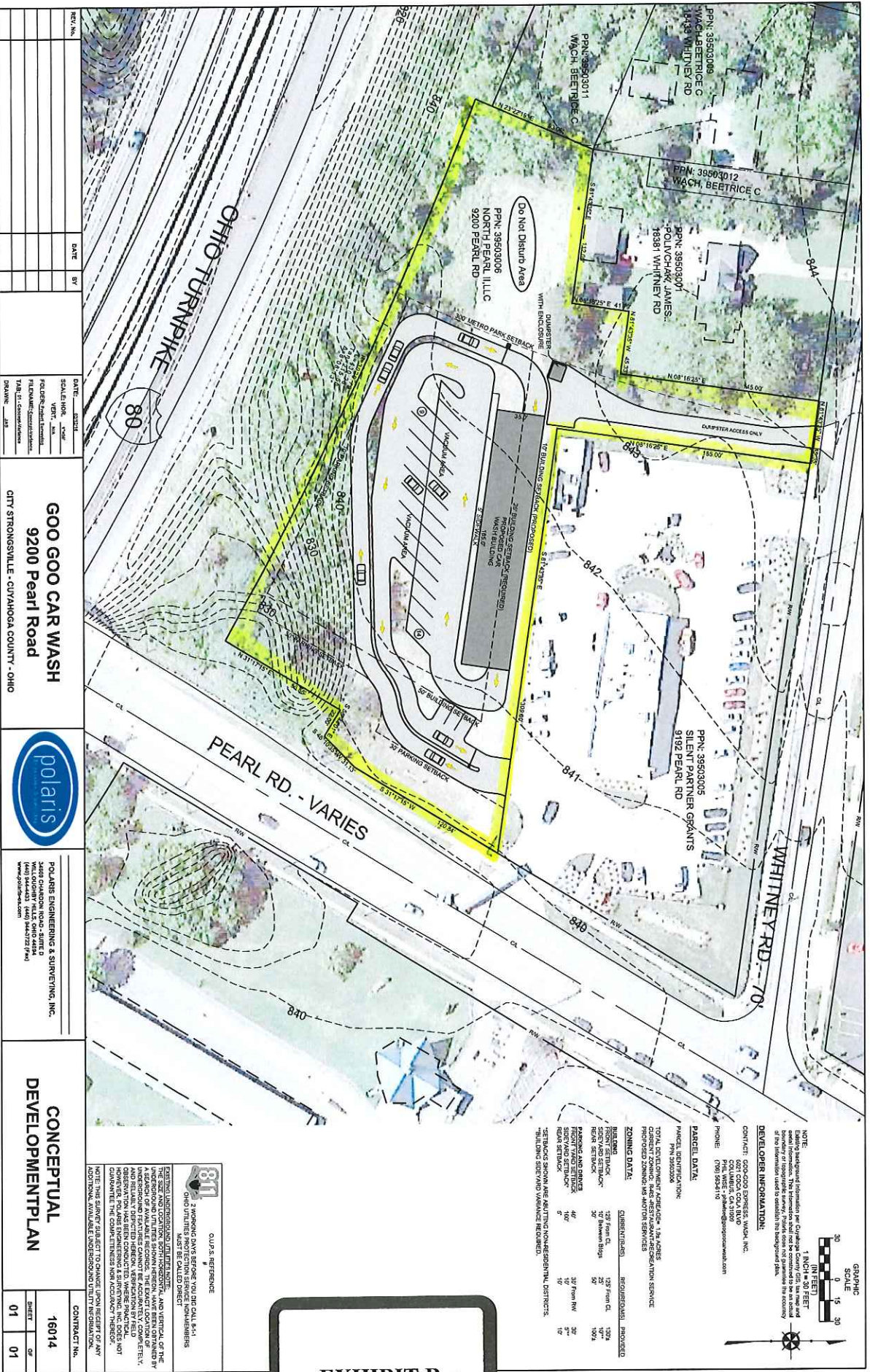
Chord Bearing = N 64° 51' 41" W for an arc distance of 430.28 feet to a point;
8. Thence continuing along said north right of way line and an east line of a parcel of land conveyed to Beatrice Wach as recorded in AFN 200503180254, N 23° 22' 19" E for a distance of 93.06 feet to a 5/8 inch rebar found, passing over a 5/8 inch rebar found at 6.58 feet;
9. S 81° 43' 35" E for a distance of 112.00 feet to a 5/8 inch rebar with cap "GPD" set;
10. N 8° 16' 25" E for a distance of 41.79 feet to a 5/8 inch rebar with cap "GPD" set on a south line of a parcel of land conveyed to James Polivchak and Ann Polivchak as recorded in AFN 200210020823;
11. Thence along the south line of said James Polivchak and Ann Polivchak, S 81° 43' 35" E for a distance of 45.33 feet to a 5/8 inch rebar found at the southeast corner of said James Polivchak and Ann Polivchak;
12. Thence along the east line of said James Polivchak and Ann Polivchak, N 8° 16' 25" E for a distance of 175.00 feet to a point on the centerline of said Whitney Rd., said point being the northeast corner of said James Polivchak and Ann Polivchak, passing over a 5/8 inch rebar found on the south right of way line of said Whitney Rd. at 145.00 feet;

EXHIBIT A

13. Thence along said centerline, S 81° 43' 35" E for a distance of 45.35 feet to the True Place of Beginning and containing 1.9643 acres (85,562 square feet) of land, more or less, and subject to all easements, restrictions and covenants of record as surveyed by Steven L. Mullaney, P.S. Number 7900, for Glaus, Pyle, Schomer, Burns & DeHaven, Inc., dba GPD Group, in March of 2013.

Basis of Bearing is State Plane Grid North, NAD 83 (2007 NSRS), Ohio North Zone.

N:\2009\2009118\04 - Strongsville, OH Quality Catering\survey\2013 ALTA and SplitParcel 2.doc



GRAPHIC SCALE
 1" = 30' (IN FEET)
 0 15 30

NOTE: Background information per Cuyahoga County GIS data is provided for informational purposes only. This information should not be used as a basis for any legal action. The information is provided as a courtesy and is not guaranteed to be accurate.

DEVELOPER INFORMATION:
 CONTACT: GOO-GOO EXPRESS, WACH, INC.
 3400 CHARDON ROAD - SUITE D
 WILLOUGHBY HILLS, OHIO 44094
 (440) 947-1111
 WWW.GOO-GOOEXPRESS.COM

PARCEL DATA:
 PARCEL IDENTIFICATION:
 PPN: 39503009
 WACH, BEATRICE C
 1639 WHITNEY RD
 PPN: 39503011
 WACH, BEATRICE C
 9200 PEARL RD
 PPN: 39503012
 WACH, BEATRICE C
 1831 WHITNEY RD
 PPN: 39503005
 SILENT PARTNER GRANTS
 9192 PEARL RD

TOTAL DEVELOPER ACRES: 1.16 ACRES
 CENSUS ZONING: R48 - RESIDENTIAL SINGLE-FAMILY
 PROPOSED ZONING: R48 - RESIDENTIAL SINGLE-FAMILY
 PROPOSED CHANGES AND ACTION SERVICES

ZONING DATA:

CLIENT/OWNER	RESIDENTIAL, PROPOSED
FRONT SETBACK	25' Front Cl.
REAR SETBACK	10'
PARKING AND SERVICE DRIVEWAY SETBACK	10'
REAR SETBACK	10'

*SETBACKS SHOWN ARE RESULTING FROM PRELIMINARY DISTRICTS.
 *SETBACKS SHOWN ARE RESULTING FROM PRELIMINARY DISTRICTS.
 *SETBACKS SHOWN ARE RESULTING FROM PRELIMINARY DISTRICTS.

811
 OHIO UTILITIES PROTECTION SERVICE NUMBERS
 2 WORKING DAYS BEFORE YOU DIG CALL 811

OUR'S REFERENCE
 THE SIZE AND LOCATION OF THE PROPOSED DEVELOPMENT AND VERTICAL OF THE EXISTING UNDERGROUND UTILITIES AND THE LOCATION OF THE PROPOSED DEVELOPMENT. THE EXISTING LOCATION OF UNDERGROUND UTILITIES CANNOT BE ACCURATELY COMPARED. OBSERVATION HAS BEEN CONDUCTED WHERE PRACTICAL. THE CLIENT HAS BEEN ADVISED OF THE LIMITATIONS OF THIS SERVICE. THE CLIENT HAS AGREED TO ACCEPT THE COMPLETENESS AND ACCURACY THEREOF.
 NOTE: THIS SERVICE IS SUBJECT TO CHANGE UPON RECEIPT OF ANY ADDITIONAL AVAILABLE UNDERGROUND UTILITY INFORMATION.

REV. NO.	DATE	BY	SCALE: HORIZ. VERT.	DATE: 10/20/2014

GOO GOO CAR WASH
9200 Pearl Road
 CITY STRONGSVILLE - CUYAHOGA COUNTY - OHIO



POLARIS ENGINEERING & SURVEYING, INC.
 3400 CHARDON ROAD - SUITE D
 WILLOUGHBY HILLS, OHIO 44094
 (440) 947-1111
 WWW.POLARIS-ES.COM

CONCEPTUAL DEVELOPMENT PLAN

CONTRACT NO.	16014
SHEET	01
OF	01

EXHIBIT B

PETITION FOR ZONING CHANGE

Ordinance Number: 2016-056

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

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

Such change is necessary for the preservation and enjoyment of a substantial property right because: Due to the configuration of the parcel, the best use of the property is MS.

Such change will not be materially detrimental to the public welfare nor to the property of other persons located in the vicinity because: The surrounding property on Pearl Rd. is General Business

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

- 1. None
- 2. -
- 3. -

THE PROPOSED USE OF THE PROPERTY IS: MS - Motor Services - Car Wash

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

Name: Dan Catanzarite

Address: 13000 Darice Parkway Strongsville, OH 44136

Telephone Number: 216-409-5827

[Signature] on Behalf of North Pearl LLC
Signature of Owner(s)

State of Ohio)
County of Cuyahoga)

Witness to and subscribed in my presence this 17 day of February, 2016.

CHRISTOPHER M BYRNES
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES
AUGUST 10, 2016

[Signature]
Notary Public

My commission expires: Aug 10, 2016



Please pay particular attention to the details in item number 4 on page one. The certified list of property owners must be prepared by a title insurance company. Please provide a cover letter from the title insurance company verifying that said list was prepared by them.

PROPERTY DESCRIPTION FORM

Ordinance Number: 2016-056

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

Address of Property: 9200 Pearl Rd.

Permanent Parcel No.: 395-03-006

The property is bounded by the following streets: (indicate direction; i.e., north, south, etc.) Pearl (West) Whitney (South)

Number and type of buildings which now occupy property (if any): N/A

Acreage: 1.9

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

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

Said property is presently under lease or otherwise encumbered as follows: N/A

Owner(s)	Percent of Ownership:
1. <u>North Pearl II, LLC</u>	<u>100</u> %
2. _____	_____ %
3. _____	_____ %

[Signature] on Behalf of North Pearl II LLC
Signature of Owner(s)

State of Ohio)
County of Cuyahoga)

Sworn to and subscribed to in my presence this 17 day of February, 2016.

[Signature]
Notary Public



CHRISTOPHER M BYRNES
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES Aug 10, 2016
AUGUST 10, 2016

* Please pay particular attention to the details in item number 4 on page one. The certified list of property owners must be prepared by a title insurance company. Please provide a cover letter from the title insurance company verifying that said list was prepared by them.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 057

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A REGIONAL STORMWATER MANAGEMENT PROGRAM SERVICE AGREEMENT BETWEEN THE NORTHEAST OHIO REGIONAL SEWER DISTRICT AND THE CITY OF STRONGSVILLE, IN ORDER TO ALLOW CONSISTENT AND COORDINATED DELIVERY OF REGIONAL STORMWATER MANAGEMENT SERVICES WITHIN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

WHEREAS, the Northeast Ohio Regional Sewer District (“District”), pursuant to the authority of Chapter 6119 of the Ohio Revised Code and Title V of the District’s Stormwater Management Code, is authorized to provide planning, financing, design, improvement, construction, inspection, monitoring, maintenance, operation and regulation for the handling of stormwater runoff to member communities; and

WHEREAS, flooding and streambank erosion is a significant threat to public and private property, water quality, wildlife and aquatic and terrestrial habitats; and

WHEREAS, there is an important need for a watershed-based approach to stormwater management to effectively and efficiently plan, design, construct and maintain long-term solutions to stormwater problems; and

WHEREAS, to ensure the consistent and coordinated delivery of District Regional Stormwater Management Program services within the City of Strongsville, a Service Agreement between the District and City of Strongsville is required; and

WHEREAS, the District adopted Resolution No. 54-13 on or about March 21, 2013, approving a Stormwater Management Program Service Agreement between the District and member communities under the Regional Stormwater Management Program.

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 enter into a Regional Stormwater Management Program Service Agreement with the Northeast Ohio Regional Sewer District to provide delivery of District Regional

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2016 – 057
Page 2

Stormwater Management Program services within the City of Strongsville, a copy of which is attached hereto and marked as Exhibit "1".

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

Section 3. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to enter into the Agreement in order to participate in the stormwater management program and to receive the City's share of funds available through the District's Community Cost Share Policy. 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. 2016-057 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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



RECEIVED

FEB 18 2016

LAW DEPARTMENT
CITY OF STRONGSVILLE

February 15, 2016

VIA EMAIL AND REGULAR U.S. MAIL

Mr. Kenneth Kraus
Director of Law
City of Strongsville
16099 Foltz Parkway
Strongsville, OH 44149

RE: Clarification Letter to the Stormwater Service Agreement ("Agreement")
Between the Northeast Ohio Regional Sewer District ("District") and the City of
Strongsville ("City")

Dear Director Kraus:

This letter serves as clarification to the terms and conditions contained in the above-referenced Agreement, and shall remain applicable unless modified through subsequent written agreement by both parties:

- 1) Community Cost Share funds are eligible to be expended for projects in all areas of the City of Strongsville in accordance with section 3.04.02 of the Agreement and the District's Community Cost Share Policy, Exhibit "E" of the Agreement, notwithstanding that part of the City is not within the boundaries of the District's service area.

The District looks forward to working with the City for the benefit of our mutual customers and residents. If you have any questions, please do not hesitate to contact me at (216) 881-6600 ext. 6619 or sundheimerm@neorsd.org.

Sincerely,

Marlene Sundheimer
Chief Legal Officer & General Counsel

Accepted By: _____
Neal M. Jamison
Director of Law

NORTHEAST OHIO REGIONAL SEWER DISTRICT



REGIONAL
STORMWATER
MANAGEMENT
PROGRAM

REGIONAL STORMWATER MANAGEMENT PROGRAM

SERVICE AGREEMENT

BY AND BETWEEN

THE NORTHEAST OHIO REGIONAL SEWER DISTRICT

AND

CITY OF STRONGSVILLE

This Agreement is made and entered into this _____ day of _____, 20____, by and between the Northeast Ohio Regional Sewer District (District) acting pursuant to Resolution No. 54-13, adopted by the Board of Trustees of the District on March 21, 2013 (Exhibit "A"), and the City of Strongsville (City) acting pursuant to Ordinance No. _____, adopted on _____, 20____ (Exhibit "B").

WHEREAS, the District, pursuant to the authority of Ohio Revised Code Chapter 6119, and Title V of the District's Stormwater Management Code (Title V) is authorized to provide overall Stormwater Management of the Regional Stormwater System, including planning, financing, design, improvement, construction, inspection, monitoring, maintenance, operation, and regulation for the proper handling of stormwater runoff and the development and provision of technical support information and services to Member Communities; and

WHEREAS, the District has been established as a regional governmental entity mandated to operate and maintain a Regional Stormwater System in the general area encompassing fully or partially the City of Strongsville; and

WHEREAS, flooding is a significant threat to public and private property, streambank erosion is a significant threat to public and private property, water quality, wildlife, and aquatic and terrestrial habitats; and inadequate stormwater management practices damage the water resources of Northeast Ohio, impairing the ability of these waters to sustain ecological and aquatic systems; and

WHEREAS, there is a manifest need for a watershed-based approach to stormwater management to effectively and efficiently plan, design, construct, and maintain long-term solutions to stormwater problems; and

WHEREAS, to ensure the consistent and coordinated delivery of District Regional Stormwater Management Program services within the City, a Service Agreement between the District and the City is required.

NOW, THEREFORE, for the reasons set forth above, and in consideration of the mutual promises contained in this Agreement, the District and the City agree to the following:

Article 1
Definitions

1.01 Emergency shall mean the following: 1) a serious, unexpected, and/or potentially dangerous situation or event requiring immediate action by the District, as determined by the District's Chief Executive Officer, including but not limited to, the potential for personal injury, damage to property of the District or any other party, or damage to the environment; or 2) a situation or event affecting the District Chief Executive Officer's

ability to properly carry out his or her responsibilities relative to the operation of the District's Stormwater Management Program.

- 1.02 Local Stormwater System shall mean the entire system of watercourses, stormwater conveyance structures, or Stormwater Control Measures owned and/or operated by a private entity or a unit of local government other than the District. The Local Stormwater System shall include those watercourses, stormwater conveyance structures, or Stormwater Control Measures not designated as part of the Regional Stormwater System.
- 1.03 Member Community shall mean any city, village, or township wholly or partly within the District's stormwater service area.
- 1.04 Regional Stormwater System shall mean the entire system of watercourses, stormwater conveyance structures, and Stormwater Control Measures in the District's stormwater service area that are owned and/or operated by the District or over which the District has right of use for the management of stormwater, including both naturally occurring and constructed facilities. The Regional Stormwater System shall generally include those watercourses, stormwater conveyance structures, and Stormwater Control Measures receiving drainage from three hundred (300) acres of land or more. The District shall maintain a map of the Regional Stormwater System that shall serve as the official delineation of such system.
- 1.05 Stormwater Service Area shall mean all of the District's service area, excluding non-Member Communities and including those non-Member Communities with which the District has entered into an agreement for stormwater-only services as detailed in Section 5.0103 of Title V.
- 1.06 Stormwater Control Measure (SCM) shall mean an activity, measure, structure, device, or facility that helps to achieve stormwater management objectives, including, but not limited to, schedule or activities, prohibitions of practices, operation and maintenance procedures, treatment requirements, and other practices to prevent or reduce the pollution of water resources, to control stormwater volume and/or rate, or to otherwise limit impacts to the Regional Stormwater System. Stormwater control measures shall be designed to minimize maintenance and reduce the potential for failure.
- 1.07 Stormwater Management Plan shall mean the written documents and plans that set forth the stormwater management for a particular site, parcel, or area which meet the requirements of a Member Community's stormwater management regulation.
- 1.08 Stormwater Master Plan shall mean the District's plans for protecting and managing the Regional Stormwater System within a watershed.

- 1.09 Stormwater Construction Plan shall mean the District's plans for the construction of physical improvements to the Regional Stormwater System and District owned or operated Stormwater Control Measures.

Article 2

Stormwater Service Area and Regional Stormwater System

- 2.01 It is agreed that the Stormwater Service Area is located within the territorial boundaries of the City as set forth in the map and description attached as Exhibit "C." It is expressly understood that all territories annexed by the City during the term of this Agreement shall be automatically and immediately included within the District Stormwater Service Area and depicted on an amended map as Exhibit "C." The City shall notify the District within ninety (90) days of all territories annexed to the Stormwater Service Area.
- 2.02 It is agreed that the Regional Stormwater System within the territorial boundaries of the City are set forth in the map attached as Exhibit "C" that shall serve as the official delineation of such system.

Article 3

Regional Stormwater Management Services Performed By District

- 3.01 The District shall be responsible for and shall bear the expense of operating and maintaining the Regional Stormwater System, as the District deems necessary, in its sole discretion, except as otherwise provided herein. The cost of such operation and maintenance shall be included as part of the stormwater fee on a system-wide basis. The District shall provide the following inspection, operation, maintenance and monitoring activities along the Regional Stormwater System, as described more fully in the District's Stormwater Management Program Inspection and Maintenance Policy, attached hereto as Exhibit "D", and as may be updated from time to time.
- 3.01.01 The District shall have the right to perform inspections of the Regional Stormwater System and the Local Stormwater System that affects the Regional Stormwater System. Such inspections may include the following:
- i. Inspections in response to reports of problems or issues by account holders or the City, or related to problems or issues discovered by the District;
 - ii. Preventive maintenance inspections, defined as routine inspections on the Regional Stormwater System to ensure continued operation; and
 - iii. Base-line inspections and survey activities, defined as a systematic inspection of the Regional Stormwater System.
- 3.01.02 The District shall have the right to provide, at its own cost and expense, the planning, engineering, purchasing, construction, installation, inspection,

operation, maintenance, and monitoring activities along the Regional Stormwater System that the District, in its sole discretion, deems necessary or conducive to the proper and efficient functioning of the Regional Stormwater System, unless otherwise provided in this Agreement.

3.01.02.01 The District shall have the right to use the easements, streets, and other public ways and places of the City to the extent the City has such rights, for the purpose of inspection, operation, maintenance, and monitoring activities of the District as the District deems to be necessary for the operation of the Regional Stormwater System. After the District performs maintenance activities for the Regional Stormwater System, the surface easements and streets impacted by the District's maintenance activities shall be restored to previous condition at the District's expense, unless otherwise agreed to in writing between the Parties.

3.01.02.02 The District shall pay for the restoration of areas in which maintenance and construction is undertaken, shall pay for any property taken for such maintenance and construction and to the extent allowed by law, hold the City harmless from all damages or claims for damages to person or property arising from the performance of the District or its agents of any work to maintain Stormwater Control Measures unless otherwise provided in this Agreement. The City reserves the right to require its own inspectors, where it deems necessary, for work performed within its boundaries. The cost of any such inspections shall be borne by the City.

3.01.02.03 The District may coordinate work performed under this Agreement with projects performed by or at the request of the City. In such case, the Parties shall enter into a separate project agreement, setting forth the responsibilities of each party as to the components of the project, such as payment for utility relocations and betterments, scheduling, and site restoration requirements.

3.02 The District may undertake Emergency response activities to maintain areas of the Regional Stormwater System.

3.02.01 Emergency response activities may include the following:

- i. Damage assessments related to any hazard event;

- ii. Coordination activities with local, state, and federal agencies, including fire and service departments, local hazmat teams, Ohio EPA, U.S. Coast Guard, and Emergency Management agencies;
- iii. Responding to chemical or petroleum discharges;
- iv. Identification of the sources of spilled/illicitly discharged materials;
- v. Remedying or facilitating the remediation of spilled/illicitly discharged materials;
- vi. Evaluating facility performance during and following wet weather events;
- vii. Remediation of major blockages; and
- viii. Dissemination of public information related to an Emergency event.

3.02.02 The Parties shall designate the following individuals to serve as the primary and secondary points of contact in the event of any Emergency:

DISTRICT

Primary: Customer Service Department
(216) 881-8247

CITY

Primary: Joseph Walker, Director of Public Service
(440) 580-3171

Secondary: Michael Gallagher, Asst. Director of Public Service
(440) 580-3176

3.03 The District shall develop and implement a Stormwater Construction Plan for the construction of physical improvements to the Regional Stormwater System and District-owned or -operated stormwater control measures. Projects included in the Stormwater Construction Plan shall be related to the proper function of the Regional Stormwater System and may require separate project agreements setting forth the responsibilities of the District and the City. The Stormwater Construction Plan shall be reviewed annually and updated as reasonable and necessary as new needs are identified. The District shall not undertake these activities without having the appropriate legal agreements with applicable property owners and obtaining clearance from applicable local, state, and federal agencies.

3.04 The District shall facilitate, coordinate, integrate, and maintain other stormwater related services, programs, and initiatives, generally on a watershed basis. Such services, programs, and initiatives shall be supportive of District and Member Community goals and objectives, including clean water, stream stability, flood control, education, account-holder service, and development of additional funding for Member Community stormwater management priorities.

3.04.01 The District shall provide support to the City with the Ohio Environmental Protection Agency's National Pollutant Discharge Eliminations System

(NPDES) General Permit for Municipal Separate Storm Sewer Systems requirements (“Phase II Stormwater NPDES Permit”), as Regional Stormwater Management Program funds are available and at the District’s discretion. The City is responsible for all of its NPDES Permits, and any and all regulatory actions arising therefrom.

3.04.01.01 For Phase II Stormwater NPDES Permit Minimum Control Measure (MCM) #1 Public Education and Outreach, and MCM #2 Public Participation and Involvement, at the City’s request, the District shall provide funding to the Cuyahoga County Soil and Water Conservation District (SWCD) for services agreed upon between the Cuyahoga County SWCD and the District.

3.04.01.02 For Phase II Stormwater NPDES Permit MCM #3 Illicit Discharge Detection and Elimination and MCM #6 Pollution Prevention and Good Housekeeping, at the City’s request, the District shall provide funding to the Cuyahoga County Board of Health for services agreed upon between Cuyahoga County Board of Health and the District.

3.04.02 The District shall provide the City with Community Cost Share of 25% from funds derived from revenues collected from the City from the Stormwater Fee through a District-established application process. Member Communities may apply to the District for Community Cost Share revenues any time such funds are available, the project meets the Community Cost Share requirements, and is approved by the District. The Community Cost Share Program requirements, project application and approval process are detailed in the *Community Cost Share Policy* attached hereto as Exhibit “E.” The *Community Cost Share Policy* may be revised or updated without formal need to modify this agreement.

3.05 The District shall establish Watershed Advisory Committees for those portions of the Rocky River, Cuyahoga River, Lake Erie Direct Tributaries, and Chagrin River watersheds within the District’s stormwater service area. Per Section 5.0401 of Title V, the District shall establish rules, policies, and procedures for the membership and administration of the Watershed Advisory Committees and these shall be available for the City review and comment. The City shall annually appoint one (1) representative to participate in the Rocky River Watershed Advisory Committee. The Watershed Advisory Committee will convene at least two (2) times per year. The District Watershed Advisory Committee roles and responsibilities are detailed in the District’s *Watershed Advisory Committee Policy* attached hereto as Exhibit “F.” The *Watershed Advisory Committee Policy* may be revised or updated without entering into a written modification to this agreement.

- 3.06 The District shall develop Stormwater Master Plans for portions of the Rocky River Watershed within the District's stormwater service area. The plans shall address both the needs of the Regional Stormwater System and of the watersheds. The District shall consider input from the City.
- 3.07 The District shall review proposed Stormwater Management Plans for any project regulated by the City by ordinance or resolution and located wholly within the District's stormwater service area. The Stormwater Management Plan submission process is detailed in the *Review of Separate Stormwater Management Plans Submitted by Member Communities Policy*. The *Review of Separate Stormwater Management Plans Submitted by Member Communities Policy* is attached hereto as Exhibit "G." The *Review of Separate Stormwater Management Plans Submitted by Member Communities Policy* may be revised or updated without entering into a written modification to this agreement. This requirement does not apply to Stormwater Management Plans for new development or redevelopment in the combined sewer system. These Stormwater Management Plans shall be submitted to the District and reviewed by the District pursuant to the requirements set forth in *Title IV: Combined Sewer Use Code*.
- 3.08 The District shall cooperate with all applicable federal, state, and local authorities to obtain permits and comply with applicable requirements to conduct activities described in Section 3.

Article 4
Obligations of City to the District

- 4.01 The City shall remain in compliance at all times with Title V.
- 4.02 The City shall provide access to the Regional Stormwater System accessible through public rights of way and assist with private property access for the activities described in Article 3 of this Agreement.
- 4.03 The City shall provide the District with available or applicable data and information on the Regional Stormwater System and the Local Stormwater System to assist the District in the development of the Stormwater Construction Plan and Stormwater Master Plans as described in Sections 3.03 and 3.06 of this Agreement.
- 4.04 The City shall provide representation for the District's Watershed Advisory Committee described in Section 3.05 of this Agreement. The City roles and responsibilities on the Watershed Advisory Committee are detailed in the District's *Watershed Advisory Committee Policy attached hereto*. The *Watershed Advisory Committee Policy* may be revised or updated without formal need to modify this agreement.
- 4.05 The City shall cooperate with and assist the District in obtaining the City permits, easements, rights-of-way, access, traffic control, and other rights and privileges

necessary to facilitate the District's work in an expeditious manner. The City shall not unreasonably withhold any necessary approvals, or interfere with the District's acquisition of the above items. The City shall not charge the District for any permits in connection with the District's work.

4.05.01 The City designates its City Engineer to serve as the District's primary contact for the purpose of assisting the District in obtaining permits, access to rights-of-way, and traffic control.

4.06 The City shall provide the District copies of the proposed Stormwater Management Plan for any project that is regulated by the City's local stormwater management ordinance or resolution and that is located within the District's Stormwater Service Area. Copies shall be submitted in hard copy and/or electronic format to the District within seven (7) business days of the submission of such plans to the City. The Stormwater Management Plan submission process is detailed in the *Review of Separate Stormwater Management Plans Submitted by Member Community's Policy*. The *Review of Separate Stormwater Management Plans Submitted by Member Community's Policy* is attached hereto. The *Review of Separate Stormwater Management Plans Submitted by Member Community's Policy* may be revised or updated without formal need to modify this agreement. This requirement does not apply to Stormwater Management Plans for new development or redevelopment in the combined sewer system. These Stormwater Management Plans shall be submitted to the District and reviewed by the District pursuant to the requirements set forth in the District's *Title IV: Combined Sewer Use Code*.

4.07 The City agrees to make no claim against the District on account of any damage to person or property or to any regional facility in any public street, highway, or easement, which claim arises before the District has notice of the condition causing such damage and before the District has had a reasonable period of time to respond to such condition after such notice is received.

Article 5

District's Authority to Enter Property

5.01 Nothing in this Agreement or Title V shall be construed to impair the District's emergency powers or restrict any powers the District may have to operate the Regional Stormwater System, including the right to enter upon property to perform inspections and exercise other rights and obligations contained in Chapter 6119 of the Ohio Revised Code.

5.02 The District shall not undertake the activities described in Section 3.03 of this Agreement without having the appropriate legal agreements with applicable property owners, and/or following the appropriate legal processes, and obtaining clearance from applicable local, state, and federal agencies.

Article 6
General Conditions

- 6.01 The City shall have a cause of action against the District if the City is damaged as the direct result of the District's breach of any term of this Agreement.
- 6.02 The District may provide additional service(s) or expand the stormwater service area to the City beyond what is provided in this Agreement and under the Regional Stormwater Management Program, upon request by the City.
- 6.02.01 When the City requests the District provide service(s) or perform work outside the scope of this Agreement and under the Regional Stormwater Management Program, and the District agrees to provide such additional services or work, the Parties shall enter into a separate project agreement to memorialize the understanding of the Parties with respect to such additional services.
- 6.02.02 When the City requests the District expand the stormwater service area to the City beyond the area included within the Regional Stormwater Management Program, and the District agrees to such expansion, the Parties shall enter into an amendment to this Agreement or a new Stormwater Management Program Service Agreement, setting forth the expanded service area and fee structure.
- 6.03 This Agreement shall at all times be governed in accordance with Title V of the District's Stormwater Management Code, including any future modifications thereto.

Article 7
Dispute Resolution

- 7.01 The Parties shall continue the performance of their obligations under this Agreement notwithstanding the existence of a dispute.
- 7.02 The Parties shall first try to resolve the dispute at the level of the designated representatives as follows:

District Representative	City Representative
Deputy Director of Watershed Programs	Lori Daley, Assistant City Engineer

If the Parties are unable to resolve the dispute at that level within ten (10) working days, the Parties shall escalate the dispute to the following level to resolve the dispute:

District Representative	City Representative
Director of Watershed Programs	Kenneth Mikula, City Engineer

7.03 If the Parties remain unable to resolve the dispute within ten (10) working days, the Parties shall proceed to mediation upon request by either party. The mediator shall review all documents and written statements, in order to accurately and effectively resolve the dispute. The mediator shall call a meeting between the Parties within ten (10) working days after mediator appointment, which meeting shall be attended by at least the respective representatives listed in paragraph 7.02 above. The Parties shall attempt in good faith to resolve the dispute. The Parties agree to follow the Uniform Mediation Act, Chapter 2710 of the Ohio Revised Code. The Parties shall share the cost of the mediator equally.

7.04 Such mediation shall be non-binding between the Parties and, to the extent permitted by law, shall be kept confidential. If the dispute is resolved and settled through the mediation process, the decision will be implemented by a written agreement signed by both Parties. If the dispute is unable to be resolved through mediation, the Parties agree to submit the dispute to the appropriate jurisdiction as per Article 9, Remedies, below.

Article 8
Term

8.01 This Agreement shall begin as of the date first-above written and shall continue for the duration of the District's Regional Stormwater Management Program.

Article 9
Remedies

9.01 The Parties agree that, after exhausting the dispute resolution process outlined above, all claims, counter-claims, disputes and other matters in question between the Parties arising out of or relating to this Agreement, or the breach thereof, will be decided at law. This Agreement shall be governed by and interpreted according to the law of the State of Ohio.

Article 10
Counterpart Signatures

10.01 This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but which counterparts when taken together shall constitute one Agreement.

Article 11
Governing Law

11.01 The terms and provisions of this Agreement shall be construed under and governed by the laws of Ohio (to which all Parties hereto consent to venue and jurisdiction).

Article 12
Disclaimer of Joint Venture

12.01 This Agreement is not intended to create a joint venture, partnership or agency relationship between the Parties, and such joint venture, partnership, or agency relationship is specifically hereby disclaimed.

Article 13
Authority to Execute

13.01 Each person executing this Agreement represents and warrants that it is duly authorized to execute this Agreement by the party on whose behalf it is so executing.

Article 14
Exhibits

The following exhibits are attached hereto and incorporated herein:

- Exhibit "A" – NEORS Resolution
- Exhibit "B" – City Ordinance
- Exhibit "C" – Stormwater Service Area
- Exhibit "D" – Stormwater Management Program Inspection and Maintenance Policy
- Exhibit "E" – Community Cost Share Policy
- Exhibit "F" – Watershed Advisory Committee Policy
- Exhibit "G" - Review of Separate Stormwater Management Plans Submitted by Member Communities Policy
- Exhibit "H" – Letter of Clarification

The Parties hereto have executed and delivered this Agreement as of the date first above written.

NORTHEAST OHIO REGIONAL SEWER DISTRICT

By: _____
Julius Ciaccia
Chief Executive Officer

AND: _____
Darnell Brown, President
Board of Trustees

CITY OF STRONGSVILLE

By: _____
Thomas P. Perciak
Title: Mayor

The legal form and correctness
of this instrument is approved.

NORTHEAST OHIO REGIONAL SEWER DISTRICT

By: _____
Chief Legal Officer

Date: _____

The legal form and correctness
of this instrument is approved.

CITY OF STRONGSVILLE

By: _____
Director of Law , Neal M. Jamison

Date: _____

This Instrument Prepared By:
Katarina K. Waag
Assistant General Counsel
Northeast Ohio Regional Sewer District

Each party agrees that this Agreement may be executed and distributed for signatures via email, and that the emailed signatures affixed by both parties to this Agreement shall have the same legal effect as if such signatures were in their originally written format.

EXHIBIT A

NORTHEAST OHIO REGIONAL SEWER DISTRICT
RESOLUTION NO. 54-13

Authorizing the Executive Director to enter into Stormwater Management Program Service Agreements with Member Communities for implementation of the Regional Stormwater Management Program.

WHEREAS, the Northeast Ohio Regional Sewer District has developed a Stormwater Management Program Service Agreement for the purpose of detailing services and responsibilities of the District and Member Communities under the Regional Stormwater Management Program; and

WHEREAS, the District is seeking authority to distribute the Stormwater Management Program Service Agreement to Member Communities and to enter into a Stormwater Management Program Service Agreement with each Member Community to memorialize the rights and responsibilities of the District and the Member Community regarding the performance of the stormwater projects under the Regional Stormwater Management Program;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE NORTHEAST OHIO REGIONAL SEWER DISTRICT:

Section 1. That this Board finds that for the reasons stated in the preamble hereof it is in the best interests of the District to enter into Stormwater Management Program Service Agreements with Member Communities for implementation of the Regional Stormwater Management Program.

Section 2. That this Board hereby authorizes and approves the Executive Director to enter into Stormwater Management Program Service Agreements with Member Communities for implementation of the Regional Stormwater Management Program.

Section 3. That this Board authorizes the Executive Director to execute all documents and do all things necessary to effect the terms and conditions of the Stormwater Management Program Service Agreements with Member Communities.

Section 4. That this Board declares that all formal actions of the Board concerning and relating to the adoption of this resolution and that all deliberations of the Board and any of its committees that resulted in said formal action were conducted in meetings open to the public and in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

On motion of Mayor DeGeeter seconded by Ms. Kelly, the foregoing resolution was unanimously adopted on March 21, 2013.



Sheila J. Kelly, Secretary

Board of Trustees

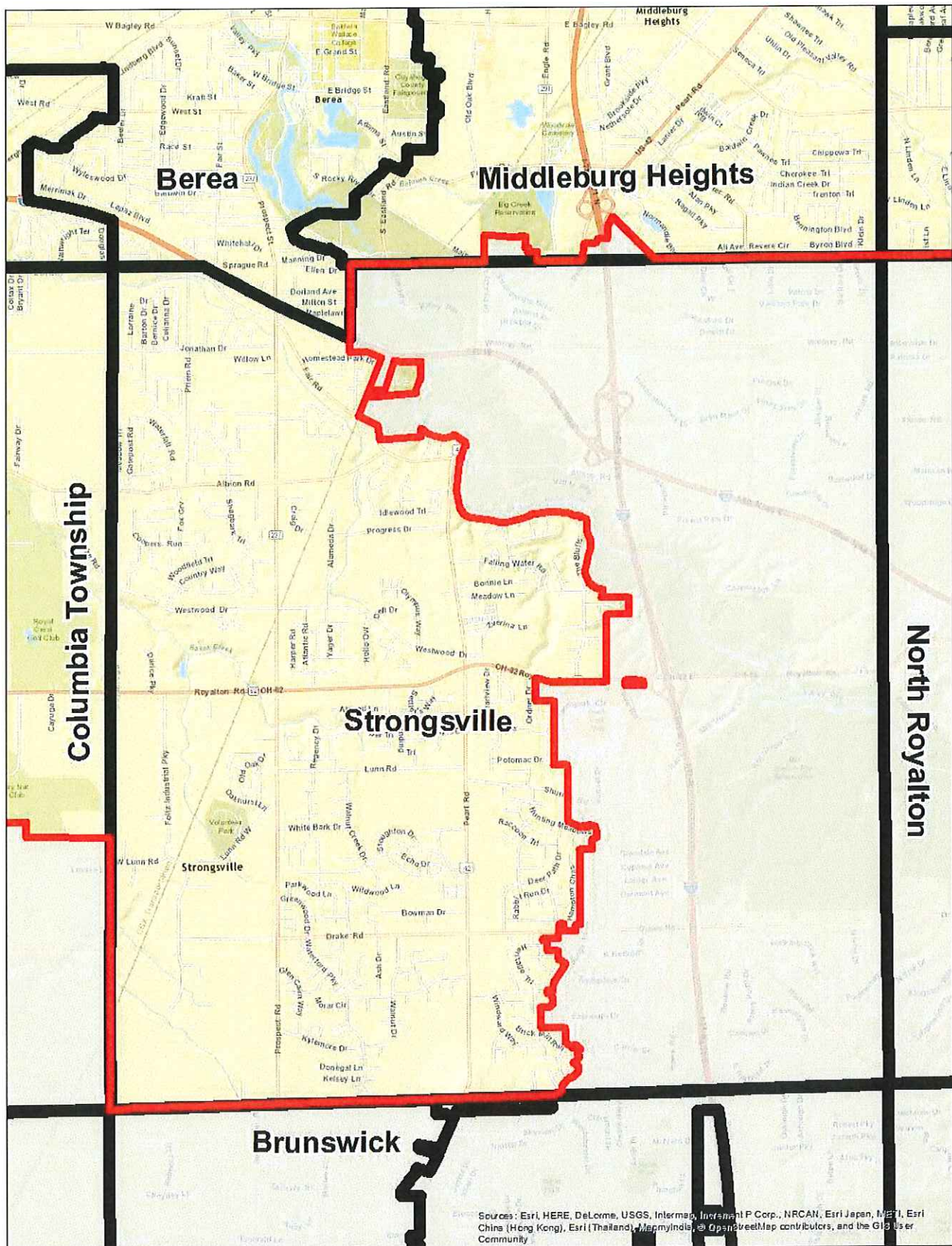
Northeast Ohio Regional Sewer District

EXHIBIT B

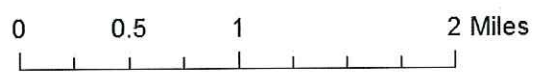
EXHIBIT B

Insert community
ordinance/resolution

EXHIBIT C



Strongsville Service Boundary



- NEORSD Service Area Boundry
- Community Boundary
- Outside NEORSD Service Area



EXHIBIT D

Stormwater Management Program Inspection & Maintenance Policy

NORTHEAST OHIO REGIONAL SEWER DISTRICT



REGIONAL
STORMWATER
MANAGEMENT
PROGRAM

Revised: March 28, 2013

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I. Definitions

Culverted Stream: A closed conveyance structure designed to carry stormwater and through which stormwater flows.

Basin: A stormwater control measure designed to store water for a limited period of a time and provide peak flow attenuation. To be considered a regional basin, a basin must be in line with the Regional Stormwater System and must fulfill the function of causing a significant reduction in peak flow of water through the Regional Stormwater System as determined by the District.

Dam: A barrier constructed across an open channel to control or impound the flow of water; may be part of large regional basin facility.

District-owned Assets: Those Regional Stormwater System assets that are legally owned and operated by the District.

I&M Activities: Inspection and maintenance activities that include, but are not limited to, the inspection, assessment, cleaning, structural maintenance, aesthetic maintenance, emergency repairs, and water quality and habitat maintenance of Regional or Local Stormwater System assets to ensure their stormwater conveyance functionality.

Local Stormwater System: The entire system of watercourses, stormwater conveyance structures, or Stormwater Control Measures owned and/or operated by a private entity or a unit of local government other than the District. The Local Stormwater System shall include those watercourses, stormwater conveyance structures, or Stormwater Control Measures not designated as part of the Regional Stormwater System.

Local Stormwater System Assets: Those stormwater conveyance structures, channels, and control measures that are owned and/or operated by a private entity or a unit of local government other than the District, including all assets not designated as part of the Regional Stormwater System.

Open Channel: A natural or artificial uncovered conveyance structure through which stormwater flows.

Regional Stormwater System: The entire system of watercourses, stormwater conveyance structures, and Stormwater Control Measures in the District's stormwater service area that are owned and/or operated by the District or over which the District has right of use for the management of stormwater, including both naturally occurring and constructed facilities. The Regional Stormwater System shall generally include those watercourses, stormwater conveyance structures, and Stormwater Control Measures receiving drainage from three hundred (300) acres of land or more. The District shall maintain a map of the Regional Stormwater System that shall serve as the official delineation of such system.

Regional Stormwater System Assets: Those stormwater conveyance structures, channels, and control measures that drain three hundred (300) acres of land or more or are owned by the District.

Stormwater Control Measures (SCMs): An activity, measure, structure, device, or facility that helps to achieve stormwater management objectives including, without limitation, schedules of activities, prohibitions of practices, operation and maintenance procedures, treatment requirements, and other practices to prevent or reduce the pollution of water resources, to control stormwater volume and/or rate, or to otherwise limit impacts to the Regional Stormwater System. SCMs shall be designed to minimize maintenance and reduce the potential for failure.

Transportation Crossings: Any structures, including bridges, which facilitate the flow of stormwater beneath roads, railroads and other transportation facilities.

II. Introduction

The Northeast Ohio Regional Sewer District (District) strives to protect and preserve the Regional Stormwater System through its Stormwater Management Program (SMP). In support of this goal, the District performs inspection, maintenance, and emergency repair activities on Regional Stormwater System assets to ensure their conveyance capacity as well as the protection of public safety and real property. These activities are performed as they relate to the District's objectives (see Section III) and as financial resources are available. This report documents the District's policies for funding and performing inspection and maintenance activities on components of the Regional Stormwater System.

III. District Inspection and Maintenance Objectives

The goal of the District's inspection and maintenance activities under the Stormwater Management Program is to protect and preserve the conveyance capacity of the Regional Stormwater System, as well as protect public safety and real property. This policy was developed to ensure that District inspection and maintenance activities remain aligned with this primary goal, while setting service expectations that are reasonable and viable.

This body of policies was developed to meet the following objectives for the Regional Stormwater System:

- Develop and implement sound, sustainable maintenance practices for stormwater control measures;
- Protect, preserve, and enhance the Regional Stormwater System while controlling costs;
- Prevent premature construction outlay through preventive and predictive maintenance;
- Increase response and repair speed and improve capabilities; and
- Encourage coordination with member communities on activities within their borders.

In addition, these policies are intended to coordinate with the stream monitoring, planning & modeling, and construction programs to achieve multi-objective floodplain and stream system management, and to support other areas of the stormwater management program.

IV. Regional Stormwater System I&M Overview

1. Non District-owned Assets

The following table summarizes the District’s responsibility for inspection, maintenance activities, and emergency repairs for a variety of Regional Stormwater System assets not owned by the District. The District will be responsible for funding and carrying out facility inspection and assessment, as well as cleaning activities under its maintenance program. Inspections will take place to ensure the conveyance capacity of the asset and identify structural integrity issues (e.g. erosion) that could impact the operation of the Regional Stormwater System. District inspections are not intended to replace inspections otherwise mandated by local, state, or federal requirements (i.e. bridge, culvert, or dam inspections by facility owners and operators).

Activities the District will perform are indicated in the cells labeled “District” for each asset type in the table below. For other maintenance and repair activities, the approach to and funding for the activity varies by asset type. Cases A through E, which encompass the varying approaches, are described below. Section V-1 below describes inspection and maintenance activities that the District will perform for each asset, based on these cases.

Title V of the District’s Code of Regulations allows the District access to all Regional Stormwater System assets for inspection purposes. For all other activities, performance will be contingent upon the District’s ability to obtain access to the asset.

Table 1. Summary of District I&M Activities Policy along the Regional Stormwater System

	Open Channel	Basins	Culverted Streams	Transportation Crossings	Dams
Facility Inspection and Assessment	District	District	District	District	District
Maintenance Program: Cleaning Activities	District	District	District	District	District
Maintenance Program: Structural Maintenance	Case A	Case B	Case B	Case B	Case B
Maintenance Program: Aesthetic Maintenance	Case D	Case E	Case D	Case D	Case E
Maintenance Program: Water Quality & Habitat Maintenance	Case C	Case C	Case C	Case C	Case C
Emergency Repairs	Case A	Case B	Case B	Case B	Case B

Case A

Activities that have been classified as Case A are deemed a high priority due to their direct bearing on the SMP core mission. Case A activities are carried out to mitigate conditions in which stormwater conveyance, public safety, or property are likely to be threatened. In general, the District intends to carry out Case A activities without seeking funding from any external parties. However, these activities are subject to funding availability, project size, and other factors.

Case B

Activities that have been classified as Case B are deemed a high priority due to their direct bearing on the SMP core mission. Case B activities are carried out to mitigate conditions in which stormwater conveyance, public safety, or property is likely to be threatened. The District will seek to inform the asset owner and share project costs, as assets for which activities are categorized as Case B are likely to have an owner who is otherwise interested in the proper function of the asset. The timeliness of maintenance activities classified as Case B can be improved through increased willingness of the asset owner, or another third party, to share costs.

Case C

Activities that have been classified as Case C are important to the District's goal of improving water quality and environmental health, but are indirectly related to the SMP goal of maintaining stormwater conveyance. As such, case C activities may be carried out when possible as part of routine cleaning activities.

Case D

Activities that have been classified as Case D are deemed a lower priority due to their indirect relationship to the SMP core mission. Case D activities may be carried out by the District under extraordinary circumstances. However, the District will first seek to notify the owner and encourage resolution of the issue without directly funding or performing the activity.

Case E

Activities that have been classified as Case E are deemed a lower priority due to their indirect relationship to the SMP core mission. Case E activities may be carried out when they are incidental to routine cleaning or repair activities already taking place. The District will seek to notify the owner and encourage resolution without directly funding or performing the activity.

2. District-owned Assets

The District will fund and carry out (through contractual agreement, if applicable) all cleaning, inspection, maintenance, repair, and replacement activities on District-owned assets necessary to maintain adequate stormwater conveyance. In cases of damage or destruction not caused by regional stormwater (e.g. as the result of a traffic accident), the District may hold other parties financially responsible for these activities.

V. Regional Stormwater System Assets

For all Regional Stormwater System assets, the District will conduct inspection, maintenance, and emergency repair activities in accordance with this policy to maintain their conveyance capacity and structural integrity. Funding availability and time may limit the District's ability to perform certain activities that are not considered crucial to fulfilling the District's core mission. The District's responsibility for inspection and maintenance activities as they pertain to each asset type are described herein.

1. I&M Activities by Regional System Asset Type

a. Open Channels

For assets classified as open channels, the District will be responsible for the inspection and cleaning of the asset to a degree that ensures the conveyance capacity of the channel. These are not intended to replace inspections otherwise mandated by local, state, or federal requirements. The District will remove accumulated trees, brush, litter and debris that block the cross-section and restrict conveyance of stormwater of the Regional Stormwater System in accordance with level of service standards.

The District will also fund and carry out structural maintenance and emergency repair activities integral to conveyance, such as stream bank stabilization, as it identifies such needs. In general, the District intends to carry out these activities without seeking funding from any external parties. However, these activities are subject to funding availability, project size, and other factors.

The District will not perform aesthetic maintenance activities, including litter or man-made debris removal (such as shopping carts) or dredging, except for under extraordinary circumstances. However, the District will seek to notify the owner and encourage resolution without direct involvement. At the District's discretion, it may provide water quality or habitat maintenance activities as part of routine cleaning activities.

b. Basins

For all assets classified as regional basins, the District will inspect the structural and mechanical integrity of, and clean, the basin and associated structures and embankments on a routine schedule to a degree that ensures the conveyance capacity of the basin. This includes regular removal of accumulated debris around outfall structures.

Activities performed may include management of vegetation and stabilization of embankments and spillways as they support conveyance and protection of human health and property. To address structural maintenance needs as well as emergency repairs, the District will seek to inform the asset owner. In some cases, the District may seek to share project costs with the owner.

The District will not perform aesthetic maintenance activities, including litter or man-made debris removal or dredging, unless they are incidental to routine cleaning activities, as these activities further the fulfillment of the District's mission. At the District's discretion, it may appropriate provide water quality or habitat maintenance activities as part of routine cleaning activities.

c. Culverted Streams

For assets classified as culverted streams, the District will be responsible for the inspection and cleaning needs of the asset, contingent upon resource availability, to ensure the conveyance capacity of the culverted stream. The District will perform preventative maintenance cleaning of culverted streams to remove accumulated sediment and debris. Inspections and cleaning will take place to ensure the conveyance capacity of the asset, rather than its structural integrity or other characteristics. These inspections are not intended to replace inspections or maintenance otherwise mandated by local, state, or federal requirements.

To address structural maintenance needs as well as emergency repairs, the District will seek to inform the asset owner and, in some cases, share project costs. Repairing cracks and other structural or repair activities will be performed when they support the goals of stormwater conveyance and protection of public safety and real property.

The District will not perform aesthetic maintenance activities, including graffiti removal, except for under extraordinary circumstances. However, the District will seek to notify the owner and encourage resolution without direct involvement. At the District's discretion, it may provide water quality or habitat maintenance activities as part of routine cleaning activities.

d. Transportation Crossings

For assets classified as transportation crossings, the District will be responsible for the inspection and cleaning needs of the asset, to a degree that ensures the conveyance capacity of the transportation crossing. The District will perform preventative maintenance cleaning of transportation crossings to remove accumulated woody debris, litter and other debris that obstruct the entrance of bridges and culverts. Inspections and cleaning will take place to ensure the conveyance capacity of the asset and not its structural integrity or other characteristics. These inspections are not intended to replace inspections or maintenance otherwise mandated by local, state, or federal requirements.

To address structural maintenance needs as well as emergency repairs, the District will seek to inform the asset owner and, in some cases, share project costs. These activities will be performed when they support the goals of stormwater conveyance and protection of public safety and real property.

The District will not perform aesthetic maintenance activities, including graffiti removal, except under extraordinary circumstances. However, the District will seek to notify the owner and encourage resolution without direct involvement. At the District's discretion, it may provide water quality or habitat maintenance activities as part of routine cleaning activities.

e. Dams

For assets classified as dams, the District will be responsible for the inspection and cleaning of the asset to a degree that ensures the conveyance capacity of the dam. The District will remove accumulated trees, brush, litter and debris that block the cross-section/restrict conveyance of stormwater of the Regional Stormwater System in accordance with level of service standards. Inspections and cleaning will take place to ensure the conveyance capacity of the asset, rather than its structural integrity or other

characteristics. These inspections are not intended to replace inspections or maintenance otherwise mandated by local, state, or federal requirements.

The District will also fund and carry out structural maintenance and emergency repair activities, such as channel stabilization, as these needs are identified. The District intends to carry out these activities without seeking funding from any external parties. However, these activities are subject to funding availability, project size, and other factors.

The District will not perform aesthetic maintenance activities, such as large debris removal and mowing, except as incidental to routine cleaning or repair activities already taking place. The District will seek to notify the owner and encourage resolution of maintenance issues without its direct involvement. At the District's discretion, it may provide water quality or habitat maintenance activities as part of routine cleaning activities.

f. Other Stormwater Control Measures

Similar to the Regional Stormwater System asset classes discussed above, other stormwater control measures will be inspected and cleaned to support stormwater conveyance capacity and protect public safety and real property, given that the asset in question is holding or conveying regional stormwater. Additional activities will be performed at the discretion of the District, and the District will seek to notify the owner and encourage shared project costs (for those aligned with the District's core mission) or resolution without direct involvement (for all others).

VI. Local Stormwater System Assets

For Local Stormwater System assets, operation and maintenance activities are not the responsibility of the District.

The District may conduct inspection and repair activities on assets of the Local Stormwater System that it, at its sole discretion, deems necessary or conducive to the proper and efficient functioning of the Regional Stormwater System. For these assets, inspection and maintenance activities will take place on a schedule determined by the District and through agreement with the Local Stormwater System operator to maintain the stormwater conveyance functionality of the Regional Stormwater System or on an emergency basis as required. The District will coordinate with the Local Stormwater System operator and the property owner prior to entering the property and conducting inspection and maintenance activities.

VII. Maintenance Activity Prioritization

The District will attempt to address all inspection and cleaning needs on a routine basis. For other activities, timing and availability of funds may limit its performance. In determining which activities to prioritize, the District will consider the cost of the activity and its potential benefit to the Regional Stormwater System or to the District. Third party/owner contributions to costs, including the application

by a Member Community of Community Cost-Share Program funds, may increase the prioritization of a particular activity. In addition, these primary considerations will be made:

- 1) Those activities resulting in significant **improvements to the Regional Stormwater System** will be prioritized more highly than others. For example, replacing a section of culverted stream that is already near capacity will have a greater impact than replacing one that is functioning properly.
- 2) **Criticality of the current state of an asset** represents its nearness to the end of its useful life. Timely replacement is preferable to eventual asset failure as it can protect the downstream Regional Stormwater System. Catastrophic failure of an asset would result in the highest criticality ranking because downstream effects may already be occurring.
- 3) The **level of threat to public safety and real property** is an important consideration in all of the District's operations. Activities may be prioritized more highly that will reduce the upstream area's susceptibility of flood events and other impacts of the Regional Stormwater System on public safety and real property.

EXHIBIT E



Northeast Ohio Regional Sewer District Community Cost-Share Program Policy December 11, 2015

Section 1.0 Introduction

The Community Cost-Share Program provides funding to Member Communities for community-specific stormwater management projects. To implement the Community Cost-Share Program, the Northeast Ohio Regional Sewer District (District) has formed a financial account termed “Community Cost-Share Account” for the aggregation and dissemination of funds derived from Stormwater Fee revenues collected in each Member Community.

A minimum of 25% of the total annual Stormwater Fee revenue collected in each Member Community is allocated to the Community Cost-Share Account for each Member Community. The Community Cost-Share Account is under the control of the District, with disbursement of funds to Member Communities through an application process outlined in this document.

Member Communities may apply for Community Cost-Share Program funds any time such funds are available, and may accumulate up to five years of Community Cost-Share funds. However, if a Member Community does not apply to use Year 1’s Community Cost-Share funds by July 1st of Year 5, the funds will revert back to the District’s Stormwater Account. Member Communities may accumulate Community Cost-Share funds beyond this 5 year limit based on a plan approved by the District for the use of the accumulated funds.

Section 2.0 - Project Eligibility

To qualify for Community Cost-Share Program funds the Member Community must maintain compliance with *Title V: Stormwater Management Code*. A Community Cost-Share Program project must clearly promote or implement the goals and objectives of the District set forth in Title V and must be intended to address current, or minimize new, stormwater flooding, erosion, and water quality problems.

- 2.1. To be considered for funding, projects must at a minimum be:
 1. Located within a Member Community,
 2. Benefit the Regional Stormwater System, and
 3. Meet all applicable District, federal, state and local regulations.
- 2.2. Eligible projects can include, but are not limited to, the following:
 1. Projects that reduce volume, flow rate, or pollutant load of stormwater to the Local Stormwater System or Regional Stormwater System;



2. Projects or activities that help Member Communities meet their NPDES Phase II requirements under Ohio EPA or other Clean Water Act mandates;
3. Projects necessary to mitigate separate sanitary sewer overflow;
4. Repair, replacement or cleaning of local storm sewers, catch basins, and other components of the Local Stormwater System;
5. Maintenance of stormwater control measures;
6. Mapping activities required under NPDES Phase II;
7. Street sweeping;
8. Purchase of stormwater-related equipment such as street sweepers or vacuum trucks;
9. Matching funds necessary for stormwater-related grant applications; and
10. Operation, maintenance, and capital projects necessary to address stormwater-related problems.

If a proposed activity is not listed above, Member Communities should contact their Watershed Team Leader to review the project prior to submitting an application. The appendix includes a map of the District's Stormwater Service Area with the Watershed Team Leader identified for each Member Community.

Section 3.0 - Ineligible Projects

Community Cost-Share Program funds shall not be used for any project that causes, accelerates, or contributes to flooding, erosion or water quality problems or is otherwise detrimental to the Local or Regional Stormwater System. Prohibited projects include, but are not limited to the following:

1. The application of fill materials in floodplains, riparian areas or wetlands, and the culverting or channelizing of watercourses; or
2. Capital, operation, maintenance, and administrative expenses not directly related to stormwater management.

Section 4.0 – Project Application Process and District Approval

The application and District approval process is listed below.

1. Member Communities submit applications to the Watershed Team Leader by the 30th of each month. Applications submitted in Year 5 for projects using Year 1's Community-Cost Share Funds are to be submitted in enough time to be approved by July 1st of Year 5. The Community Cost-Share application is available in the *Community Cost-Share Program: Application, Request for Payment and Progress Report Forms* document.



2. District begins review of Community Cost-Share Program applications at the 1st of every month. Complete applications will be reviewed by Watershed Programs Department.

3. The District will make the best effort to approve or deny applications within 30 days of the start of review. When an application is approved the Watershed Team Leader will notify the Member Community and begin execution of a legal agreement between the District and the Member Community. If an application is not approved the Watershed Team Leader will provide feedback to the Member Community. Denied applications may be revised and resubmitted based on Watershed Team Leader feedback.

The District will not approve applications unless Community Cost-Share funds are available for the project.

The Watershed Team Leaders are the primary contact for Member Communities for the Community Cost-Share Program. The appendix includes a map of the District’s Stormwater Service Area with the Watershed Team Leader identified for each Member Community.

Section 5.0 – Community Cost-Share Disbursement

The District will reimburse Community Cost-Share Program funds for approved projects to Member Communities quarterly by project and at the close of a project. To receive a reimbursement of funds for an approved project, the Member Community shall provide a Progress Report and Request for Payment to their Watershed Team Leader.

Progress Report and Request for Payment forms are included in the *Community Cost-Share Program: Application, Request for Payment and Progress Report Forms* document. Requests for Payment must also include applicable invoices, canceled checks and other appropriate documentation requested by the District’s Finance Department to confirm the use of Community Cost-Share Program funds as detailed in the approved project application.

To receive reimbursement for project expenditures the Member Community can submit a Progress Report and Request for Payment on any of the following dates:

Quarterly Reporting Period	Request of Payment Due Date
January thru March	April 30 th
April thru June	July 30 st
July thru September	October 30 st
October thru December	January 30 st
Or Within 30 days of project completion	

The District will not accept Progress Reports or Requests for Payment for activities that are more than one (1) year old.



The District shall process Community Cost-Share Program Requests for Payment within 60 days of receipt of a complete Request for Payment.

Section 6.0 - Member Community Responsibilities

Upon signing an agreement with the District for a Community Cost-Share Program project, the Member Community will be required to implement the following, as applicable:

1. Complete work as detailed in the approved application submitted.
2. Meet with District staff when requested to review progress and project status.
3. Obtain all necessary legal agreements with affected property owners to perform construction; and to bind any successor in title to maintain compliance as specified in the agreement between the District and the Member Community for the Community Cost-Share Program project. The costs of obtaining such legal agreements are eligible for Community Cost-Share Program funds if they are a part of an executable Community Cost-Share Program project approved by the District.
4. Obtain all necessary federal, state and local permits necessary to initiate and complete the Project. This can include but is not limited to Army Corp of Engineers 404 and Ohio EPA 401 water quality certification.
5. Maintain a complete record of the Member Community's maintenance inspections and overall performance of the project for at least three (3) years, or as otherwise specified in the Community Cost-Share Program agreement, and submit the same upon reasonable request to the District. If the Member Community fails to maintain a project funded through the Community Cost-Share Program in accordance with any agreement executed with the District, the Member Community shall be liable for the full amount of any Community Cost-Share Program funds paid for the project. Such amount shall be offset against the Member Community's Community Cost-Share Account.
6. Submit requests to modify the budget, deadline, deliverables, or other components of the Project to the applicable Watershed Team Leader identified in Section 4.00 of this agreement, for approval at least two (2) weeks prior to the execution of the modification.
7. Acknowledge the District on any public advertisement or outreach efforts related to the project.
8. Provide the District the opportunity to have design approval for any signage or public education and outreach efforts related to the project.
9. Permit the District to photograph any project selected for funding and to incorporate the project into the District's overall public education and outreach efforts for stormwater management.



Failure to meet any of these requirements may result in termination of the application and reimbursement of disbursed funds to the District.

Section 7.0 Modification of Approved Community Cost-Share Project Agreement

Requests to modify the budget, deadline, deliverables, or other components of an executed Community Cost-Share Project agreement shall be made to the applicable Watershed Team Leader. Such requests should include an explanation of the requested change, including why such a change is needed, as well as a discussion of how such a change will improve the project outcome.



Watershed Team Leader (WTL) – Member Community Reference Sheet

Community	WTL		Community	WTL
Beachwood	J. Jowett		Mayfield	R. Webb
Bedford	R. Webb		Mayfield Hts	R. Webb
Bedford Hts	R. Webb		Middleburg Hts	J. Jowett
Berea	J. Jowett		Moreland Hills	R. Webb
Bratenahl	J. Jowett		Newburgh Hts	M. Scharver
Brecksville	R. Webb		North Royalton	M. Scharver
Broadview Hts	R. Webb		North Randall	R. Webb
Brooklyn	M. Scharver		Northfield	R. Webb
Brooklyn Hts	M. Scharver		Oakwood	R. Webb
Brook Park	J. Jowett		Olmsted Falls	J. Jowett
Cleveland	M. Scharver		Olmsted Twp	J. Jowett
Cleveland Hts	J. Jowett		Orange	R. Webb
Columbia Twp	J. Jowett		Parma	M. Scharver
Cuyahoga Hts	M. Scharver		Parma Hts	M. Scharver
East Cleveland	J. Jowett		Pepper Pike	R. Webb
Euclid	J. Jowett		Richfield Vlg	R. Webb
Garfield Hts	M. Scharver		Richmond Hts	J. Jowett
Gates Mills	R. Webb		Sagamore Hills	R. Webb
Glenwillow	R. Webb		Seven Hills	M. Scharver
Highland Hills	R. Webb		Shaker Hts	J. Jowett
Highland Hts	J. Jowett		Solon	R. Webb
Hudson	R. Webb		South Euclid	J. Jowett
Independence	M. Scharver		Strongsville	J. Jowett
Lakewood	J. Jowett		University Hts	J. Jowett
Linndale	M. Scharver		Valley View	M. Scharver
Lyndhurst	J. Jowett		Walton Hills	R. Webb
Macedonia	R. Webb		Warrensville Hts	R. Webb
Maple Hts	R. Webb		Willoughby Hills	J. Jowett



*Community Cost-Share Program Policy
December 11, 2015*

Watershed Team Leader Contact Information

Matt Scharver

3900 Euclid Avenue
Cleveland, OH 44115-2506
Northeast Ohio Regional Sewer District
(216) 881-6600 Ext. 6880
scharverm@neorsd.org

Rachel Webb

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Cleveland, OH 44115-2506
Northeast Ohio Regional Sewer District
(216) 881-6600 Ext. 6645
webbr@neorsd.org

Jeff Jowett

3900 Euclid Avenue
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Northeast Ohio Regional Sewer District
(216) 881-6600 Ext. 6881
jowettj@neorsd.org

EXHIBIT F



**Northeast Ohio Regional Sewer District
Watershed Advisory Committee Policy
December 11, 2015**

Introduction

As a component of the Northeast Ohio Regional Sewer District's (District) Regional Stormwater Management Program, as described in *Title V: Stormwater Management Code* (Title V), the District has established Watershed Advisory Committees (WAC) for those portions of the following watersheds within the District's stormwater service area.

- Chagrin River
- Cuyahoga River North Subwatersheds
- Cuyahoga River South Subwatersheds
- Lake Erie Direct Tributaries
- Rocky River

The core responsibility of a WAC is to advise the District on Regional Stormwater Management Program activities and priorities in each watershed. This includes reviewing and providing feedback and recommendations on the following watershed specific plans and Regional Stormwater Management Program areas:

- Stormwater Master Plans,
- Stormwater Construction Plans,
- Inspection, Operation, Maintenance and Monitoring Activities,
- Regional Stormwater Standards, if developed, and
- Municipal Separate Storm Sewer System (MS4) Stormwater Management Programs (Phase II).

This policy outlines the following related to WACs:

- Section 1.0 Watershed Advisory Committee Organization and Members
- Section 2.0 Watershed Advisory Committee Responsibilities
- Section 3.0 Watershed Advisory Committee Meeting Schedule and Expectations

In reviewing this policy, please note the following:

- Title V includes definitions for terms related to the Regional Stormwater Management Program, such as Member Community, Local Stormwater System, Regional Stormwater System, and Stormwater Control Measures. These terms are used in this policy. Please refer to Title V for their definition. These definitions are not restated in this policy.
- The WACs represent a formal mechanism for regular contact between Member Communities and the District. WACs are not, however, intended to be the only mechanism of communication between Member Communities and the District. District staff, specifically Watershed Team Leaders, are available to Member Communities at any time to discuss issues related to the Regional Stormwater Management Program.



Section 1.0 – Watershed Advisory Committee Organization and Members

A WAC is composed of a representative from each Member Community and public agency with control of infrastructure in the watershed. The members of the WAC serve at the pleasure of their appointing Member Community or public agency. The details of these appointments are discussed below.

Each Member Community in the watershed holds one position on the WAC. The Member Community's representative and an alternate are designated by the Mayor or Township Trustees. In the event that a Member Community is in two or more watersheds, the Member Community has one position on each applicable WAC.

Public agencies with control of infrastructure, including stormwater conveyance structures and Stormwater Control Measures, in the applicable watershed also hold one position on each relevant WAC. These public agencies include, but are not limited to, the following:

1. Board of County Commissioners or County Executive in Cuyahoga, Lorain and Summit Counties
2. Greater Cleveland Regional Transit Authority
3. Park Districts (created under ORC 1545), specifically the Cleveland Metroparks and Metroparks Serving Summit County
4. Ohio Department of Transportation
5. Ohio Turnpike Commission

The Director of each public agency designates the agency's representative and an alternate for the WAC. In the event that an agency is in two or more watersheds, the agency has one position on each applicable WAC.

Other interested entities may attend WAC meetings. These include non-profit groups that work in the watershed or with Member Communities on conservation and watershed projects. These other interested entities are not formal members of the WACs.

Each WAC is assigned a Watershed Team Leader from the District's Watershed Programs Department. The Watershed Team Leader is responsible for coordinating WAC activities, meetings, and action items. See the Appendix for a list of each watershed's WAC members and a map of the watersheds in the Regional Stormwater System.

Section 2.0 - Watershed Advisory Committee Responsibilities

WAC members will be asked to review, provide input and provide information on:



1. Stormwater Master Plans,
2. Stormwater Construction Plans,
3. Inspection, Operation, Maintenance and Monitoring Activities,
4. Regional Stormwater Standards, if developed, and
5. MS4 Stormwater Management Programs (Phase II).

The following sections outline each of these areas and the applicable WAC responsibilities.

Section 2.1 - Stormwater Master Plans

The District is developing Stormwater Master Plans in each watershed to guide the activities of the Regional Stormwater Management Program and to address the needs of the Regional Stormwater System and watershed. The Stormwater Master Plans will be completed for subwatersheds in each of the five watersheds within the District's stormwater service area. The District may not develop Stormwater Master Plans for subwatersheds that only contain a small portion of the District's stormwater service area unless it becomes necessary for overall regional stormwater management purposes.

Stormwater Master Plans assess the conditions of the watershed and the Regional Stormwater System and assess points where improvements to the Regional Stormwater System can be made to improve flood control, reduce erosion, and reduce chronic stormwater maintenance problems. Stormwater Master Plans also identify projects to be included in the Stormwater Construction Plan and inspection, operation, maintenance and monitoring activities. Stormwater Master Plans, in conjunction with other watershed planning documents such as watershed action plans and balanced growth plans, present a holistic view of the watershed.

The District's Engineering and Construction Department leads the development of the Stormwater Master Plans. The WACs are engaged in Stormwater Master Plan development through the Watershed Team Leaders. During the development of Stormwater Master Plans the WACs will be provided the opportunity to review the findings of the watershed assessment and stormwater master planning process, and to provide input on project prioritization within a watershed. The District's Engineering and Construction Department may also communicate directly with Member Communities for specific details on the watershed and stormwater management in their community during Stormwater Master Plan development. Stormwater Master Plans are updated as necessary and the WACs will be asked to review and provide input on the Stormwater Master Plans during the updating process.

Section 2.2 - Stormwater Construction Plan

The Stormwater Construction Plan is one plan that guides construction activities for the Regional Stormwater System and District owned or operated Stormwater Control Measures. The District's Engineering and Construction Department implements the Stormwater Construction Plan. The Stormwater Construction Plan focuses on Stormwater Control Measures and regional stormwater



infrastructure improvements in each of the five watersheds. The Stormwater Construction Plan is reviewed and updated annually. To be included as a project under the Stormwater Construction Plan, projects must at a minimum meet the intent of the District's Regional Stormwater Management Program and solve or mitigate regional stormwater problems.

The Stormwater Construction Plan undergoes an annual planning process that includes the nomination of new projects, and validation and prioritization of all proposed construction projects. Facilitated by the Watershed Team Leader, the WACs engage in the Stormwater Construction Plan planning process. The WACs are asked to provide the following:

1. Information for new construction projects to be considered for the Stormwater Construction Plan.
2. New information on projects in the current Stormwater Construction Plan as it pertains to the project scope, schedule, priority, permitting and substance.
3. Review of drafts of the Stormwater Construction Plan and input on possible conflicts or opportunities for implementation.

The District developed an early-action Stormwater Construction Plan based on previous stormwater studies such as the *Regional Plan for Sewerage and Drainage - Phase I* and the *Regional Intercommunity Drainage Evaluation Study*. The early-action Stormwater Construction Plan was also based on inspections, investigations and Member Community meetings. These early-action stormwater construction projects are the focus of construction for the first years of the Regional Stormwater Management Program and will commence prior to the completion of Stormwater Master Plans. In their first year, the WACs will be asked to review the current status of the early-action Stormwater Construction Plan and to provide any additional input.

Section 2.3 - Inspection, Operation, Maintenance and Monitoring Activities

The District conducts inspections, operation, maintenance and monitoring activities on the Regional Stormwater System and District owned and operated Stormwater Control Measures. These activities include:

1. Preventative maintenance inspections of Stormwater Control Measures that fall under the responsibility of the District and District identified areas of concern.
2. Inspections along the Regional Stormwater System to identify areas of maintenance, such as stream bank erosion, and culvert or stream blockages with debris.
3. Operation and maintenance activities on Stormwater Control Measures and the Regional Stormwater System.



These activities are identified through the development of the Stormwater Master Plans, District inspections, Member Community requests and the WACs. The WACs are to provide input on inspection, operation, maintenance and monitoring needs and activities and any prioritization process used to rank activities, and to submit potential operation and maintenance activities to the District for consideration.

Section 2.4 - Regional Stormwater Standards

The District may develop additional regional stormwater standards as may be necessary and reasonable to protect the Regional Stormwater System. As discussed in Chapter 6 of Title V, regional stormwater standards will only be developed if deemed necessary by the District and WACs. These standards, if developed, will be based on findings of Stormwater Master Plans for each watershed in the District's stormwater service area and the recommendations of the WACs. Per the requirements of Section 5.0401 of Title V, these additional standards will be developed with review and comment of the WACs, and provided to Member Communities for review and comment prior to consideration, and potential adoption, by the Board of Trustees.

Section 2.5 - MS4 Stormwater Management Programs (Phase II) and Technical Advice on Stormwater Issues

Through the WACs the District will provide support to Members Communities on their Phase II MS4 Stormwater Management Programs, and technical advice on flooding, erosion and stormwater management issues along the Local Stormwater System. The District will provide WAC members information on support activities for their stormwater management programs. This support includes but is not limited to:

1. Public Education and Information
2. Public Involvement
3. Illicit Discharge Detection and Elimination Mapping and Source Tracking
4. Good Housekeeping Training

Additionally, the District will provide technical support to Members Communities on stormwater issues such as flooding and erosion control. The District will use the WACs to help determine the type of assistance needed by Member Communities along the Local Stormwater System, and to annually review technical support activities.

Section 3.0 Watershed Advisory Committee Meeting Schedule and Expectations

The WACs will meet at least twice within a calendar year to review and provide feedback on the annual Stormwater Construction Plan revision process and stormwater master planning updates, and to review and request inspection, operation, maintenance and monitoring activities. Meeting



notification will be provided to those participants identified under Section 1.0 - WAC Organization and Members. At the beginning of each year the District will contact the Mayor or Township Trustees of each Member Community via mail to outline the meeting schedule and agendas, and the process for designating a representative for the WAC. The general meeting agenda for the twice yearly meetings is as follows.

1. Meeting 1 (March)
 - a. Review District Phase II support activities for the year
 - b. Identify new or recurring problem areas
 - c. Discuss operation and maintenance updates and requests
 - d. Review Stormwater Construction Plan and provide information on current projects in Stormwater Construction Plan anticipated for that year
 - e. Nominate new projects for the Stormwater Construction Plan
 - f. Review Stormwater Master Plan updates
2. Meeting 2 (October)
 - a. Discuss operation and maintenance updates and requests for the coming year
 - b. Review draft Stormwater Construction Plan for the coming year
 - c. Review Stormwater Master Plan updates

The Watershed Team Leaders shall preside over the WAC meetings. WAC meetings are documented through meeting minutes and provided to each WAC Member at the next scheduled WAC meeting.

In the first year of implementation of the Regional Stormwater Management Program additional meetings will be scheduled to initiate the WACs. These meetings will be scheduled within the first three months of commencement of the Regional Stormwater Management Program. The goal of these initial WAC meetings is to familiarize the WAC members with the roles and responsibilities of the WACs, and to review the Regional Stormwater Management Program.



*Watershed Advisory Committee Policy
December 11, 2015*

**Appendix: List of WAC Members and Potential Interested Entities,
and Watershed Map for each WAC**



Table 1. Chagrin River Watershed Advisory Committee

Chagrin River Subwatersheds in Stormwater Service Area	Member (Community/County/Agency)	Potential Interested Entity
<ul style="list-style-type: none"> ▪ Beechers Brook ▪ Pepper/Luce Creek ▪ *Sulfur Springs ▪ Upper 40/Foster's Run ▪ Upper Tributary to Chagrin River ▪ Willey Creek <p>* Subwatershed in the District stormwater service area is minimal or outside of stormwater service area and may not be included in the Stormwater Master Plan.</p>	<ul style="list-style-type: none"> ▪ Beachwood ▪ Gates Mills ▪ Highland Heights ▪ Lyndhurst ▪ Mayfield Village ▪ Mayfield Heights ▪ Moreland Hills ▪ Orange Village ▪ Pepper Pike ▪ Solon ▪ Cleveland Metroparks ▪ Cuyahoga County ▪ Ohio Department of Transportation – District 12 	<ul style="list-style-type: none"> ▪ Chagrin River Watershed Partners, Inc. ▪ Gates Mills Land Conservancy ▪ Western Reserve Land Conservancy

Total number of WAC members = 13

Figure 1. Map of Chagrin River Watershed

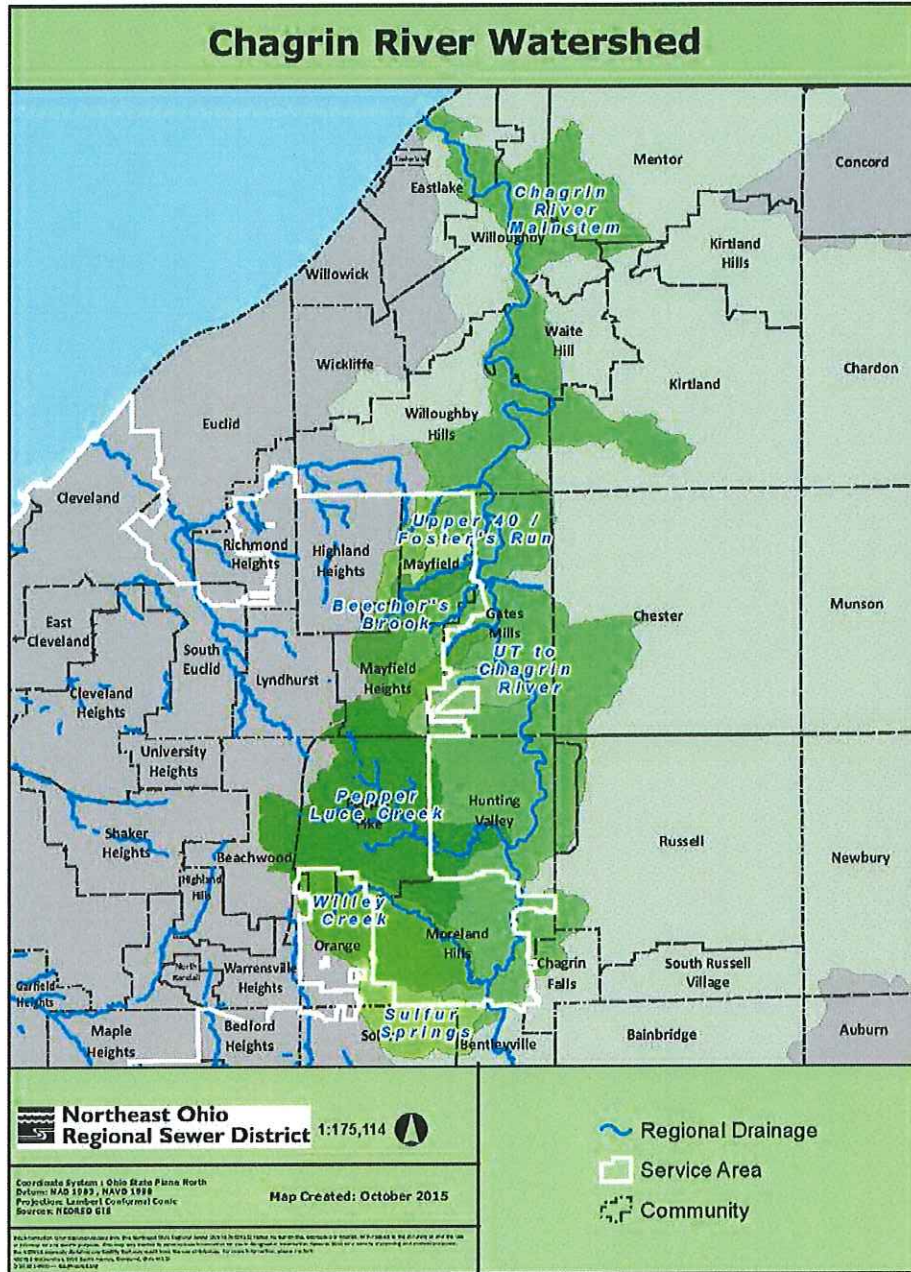




Table 2. Cuyahoga River – North Subwatersheds Watershed Advisory Committee

Cuyahoga River North Subwatersheds in Stormwater Service Area	Member (Community/County/Agency)	Potential Interested Entity
<ul style="list-style-type: none"> ▪ Big Creek ▪ Burke Brook ▪ Cuyahoga River CVNP ▪ Hemlock Creek ▪ Kingsbury Run ▪ Lower Cuyahoga River East and West ▪ Mill Creek ▪ Morgana Run ▪ Walworth run ▪ West Creek 	<ul style="list-style-type: none"> ▪ Beachwood ▪ Brook Park ▪ Brooklyn ▪ Brooklyn Heights ▪ Cleveland ▪ Cuyahoga Heights ▪ Garfield Heights ▪ Independence ▪ Linndale ▪ Maple Heights ▪ Newburg Heights ▪ North Randall ▪ North Royalton ▪ Parma ▪ Parma Heights ▪ Seven Hills ▪ Shaker Heights ▪ Valley View ▪ Walton Hills ▪ Warrensville Heights ▪ Cleveland Metroparks ▪ Cuyahoga County ▪ Cuyahoga Valley National Park ▪ Greater Cleveland Regional Transit Authority ▪ Ohio Department of Transportation – District 12 ▪ Ohio Turnpike Commission 	<ul style="list-style-type: none"> ▪ Cuyahoga River Remedial Action Plan ▪ Friends of Big Creek ▪ Friends of Crooked River ▪ Western Reserve Land Conservancy ▪ West Creek Preservation Committee

Total number of WAC members = 27



Figure 2. Map of Cuyahoga North Subwatersheds

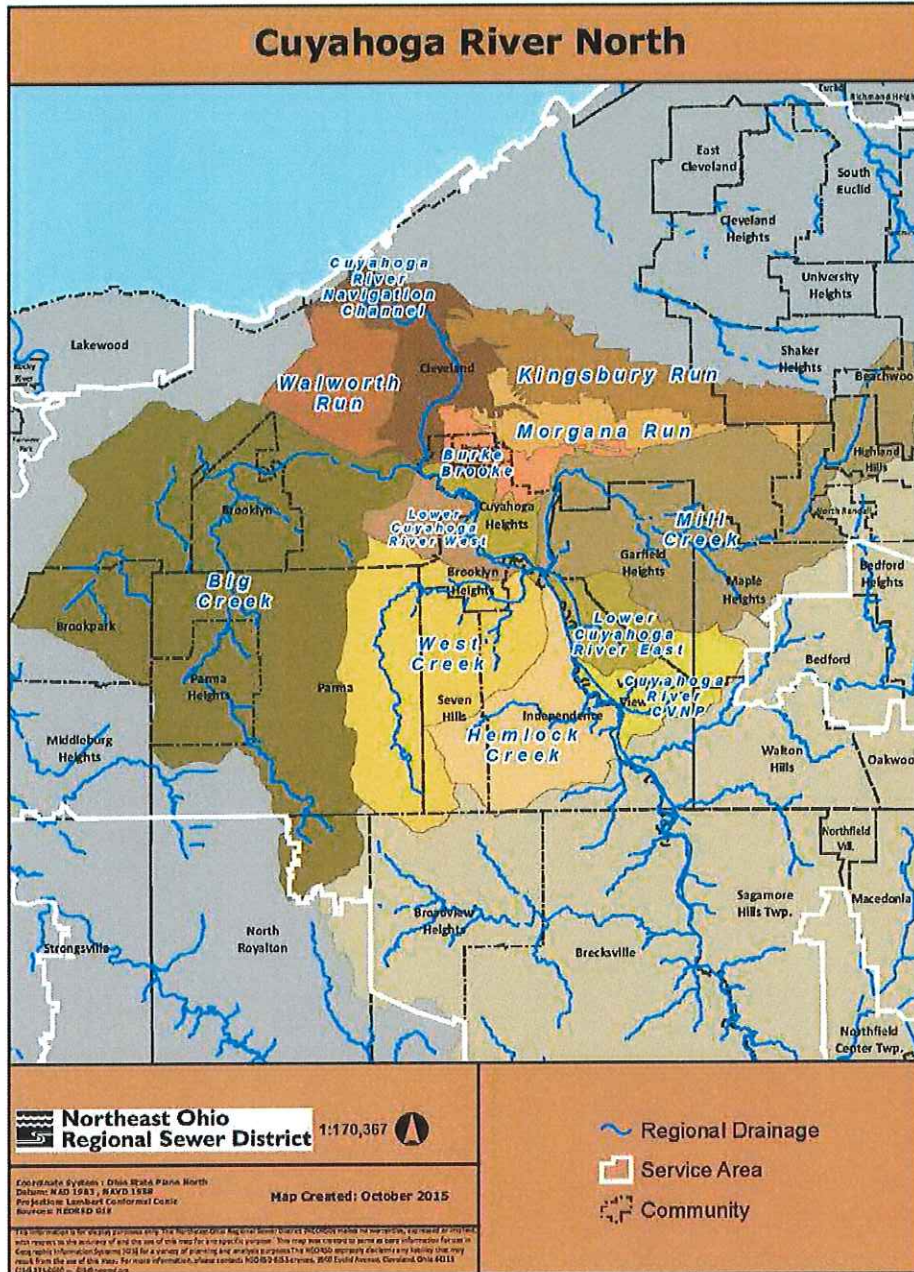




Table 3. Cuyahoga River – South Subwatersheds Watershed Advisory Committee

Cuyahoga River South Subwatersheds in Stormwater Service Area	Member (Community/County/Agency)	Potential Interested Entity
<ul style="list-style-type: none"> ▪ Brandywine Creek ▪ Chippewa Creek ▪ Cuyahoga CVNP ▪ Furnace Run ▪ Mud Brook ▪ Sagamore Creek ▪ Tinkers Creek ▪ *Yellow Creek <p>* Subwatershed in the District stormwater service area is minimal or outside of stormwater service area and may not be included in the Stormwater Master Plan.</p>	<ul style="list-style-type: none"> ▪ Beachwood ▪ Bedford ▪ Bedford Heights ▪ Brecksville ▪ Broadview Heights ▪ Glenwillow ▪ Highland Hills ▪ Hudson ▪ Independence ▪ Macedonia ▪ Maple Heights ▪ North Randall ▪ North Royalton ▪ Northfield Village ▪ Oakwood ▪ Orange ▪ Parma ▪ Richfield Village ▪ Sagamore Hills Township ▪ Seven Hills ▪ Solon ▪ Valley View ▪ Walton Hills ▪ Warrensville Heights ▪ Cleveland Metroparks ▪ Cuyahoga County ▪ Greater Cleveland Regional Transit Authority ▪ Cuyahoga Valley National Park ▪ Metroparks Serving Summit County ▪ Ohio Department of Transportation – District 12 ▪ Ohio Department of Transportation – District 4 	<ul style="list-style-type: none"> ▪ Chagrin River Watershed Partners, Inc. ▪ Cuyahoga River Remedial Action Plan ▪ Friends of Crooked River ▪ Friends of Yellow Creek ▪ Tinkers Creek Watershed Partners, Inc. ▪ West Creek Preservation Committee



Table 3. Cuyahoga River – South Subwatersheds Watershed Advisory Committee		
Cuyahoga River South Subwatersheds in Stormwater Service Area	Member (Community/County/Agency)	Potential Interested Entity
	<ul style="list-style-type: none"> ▪ Ohio Turnpike Commission ▪ Summit County 	

Total number of WAC members = 32

Figure 3. Map of Cuyahoga South Subwatersheds

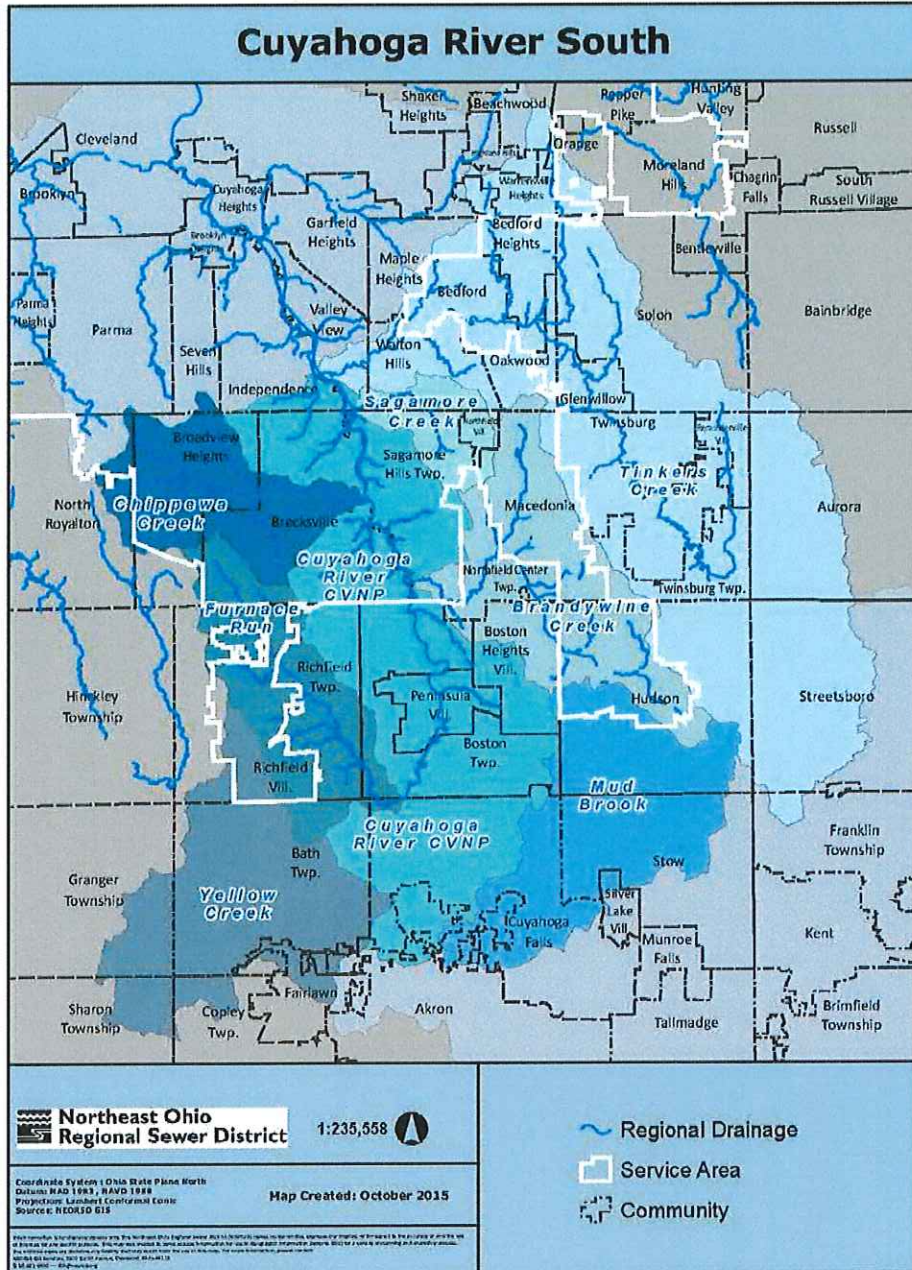




Table 4. Rocky River Watershed Advisory Committee

Rocky River Subwatersheds in Stormwater Service Area	Member (Community/County/Agency)	Potential Interested Entity
<ul style="list-style-type: none"> ▪ Abram Creek ▪ Baker Creek ▪ Baldwin Creek ▪ Blodgett Creek ▪ Plum Creek ▪ Rocky River East and West Branch 	<ul style="list-style-type: none"> ▪ Berea ▪ Broadview Heights ▪ Brook Park ▪ Cleveland ▪ Columbia Township ▪ Lakewood ▪ Middleburg Heights ▪ North Royalton ▪ Olmsted Falls ▪ Olmsted Township ▪ Parma ▪ Richfield Village ▪ Strongsville ▪ Cleveland Metroparks ▪ Cuyahoga County ▪ Greater Cleveland Regional Transit Authority ▪ Lorain County ▪ Ohio Department of Transportation – District 12 ▪ Ohio Turnpike Commission ▪ Summit County 	<ul style="list-style-type: none"> ▪ Western Reserve Land Conservancy ▪ Rocky River Watershed Council

Total number of WAC members = 22



Figure 4. Map of Rocky River Watershed

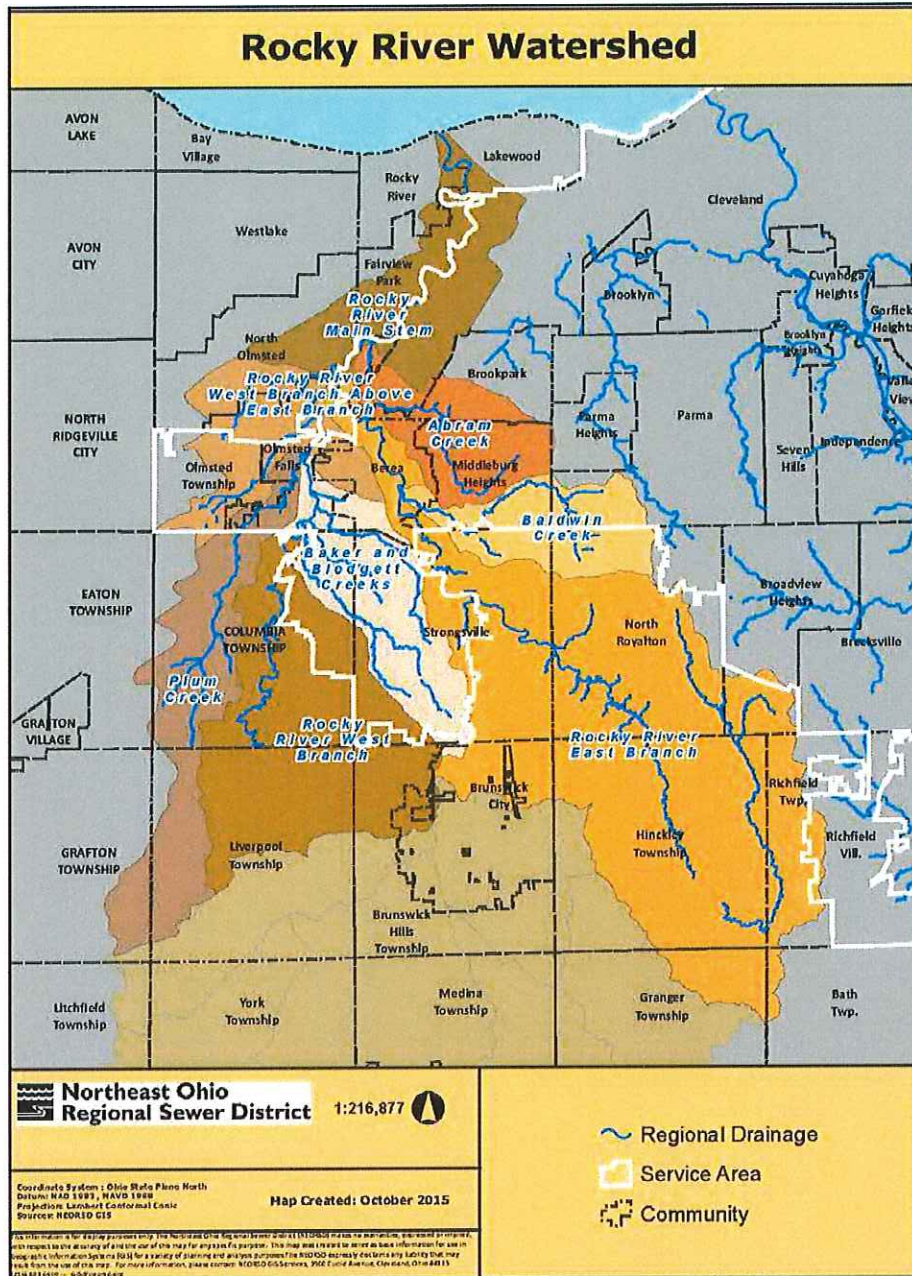




Table 5. Lake Erie Direct Tributaries Watershed Advisory Committee

Lake Erie Direct Tributaries in Stormwater Service Area	Member (Community/County/Agency)	Potential Interested Entity
<ul style="list-style-type: none"> ▪ Doan Brook ▪ Dugway Brook ▪ Euclid Creek ▪ Green Creek ▪ Tributaries West of Chagrin River ▪ Tributaries East of Cuyahoga River ▪ Tributaries West of Cuyahoga ▪ Nine Mile Creek ▪ Shaw Brook 	<ul style="list-style-type: none"> ▪ Beachwood ▪ Bratenahl ▪ Cleveland ▪ Cleveland Heights ▪ East Cleveland ▪ Euclid ▪ Highland Heights ▪ Lakewood ▪ Lyndhurst ▪ Mayfield Village ▪ Mayfield Heights ▪ Pepper Pike ▪ Richmond Heights ▪ Shaker Heights ▪ South Euclid ▪ University Heights ▪ Willoughby Hills ▪ Cleveland Metroparks ▪ Cuyahoga County ▪ Greater Cleveland Regional Transit Authority ▪ Ohio Department of Transportation – District 12 	<ul style="list-style-type: none"> ▪ Doan Brook Watershed Partnership ▪ Euclid Creek Watershed Council ▪ Friends of Euclid Creek ▪ Chagrin River Watershed Partners, Inc.

Total number of WAC members = 21

Figure 5. Map of Lake Erie Direct Tributaries

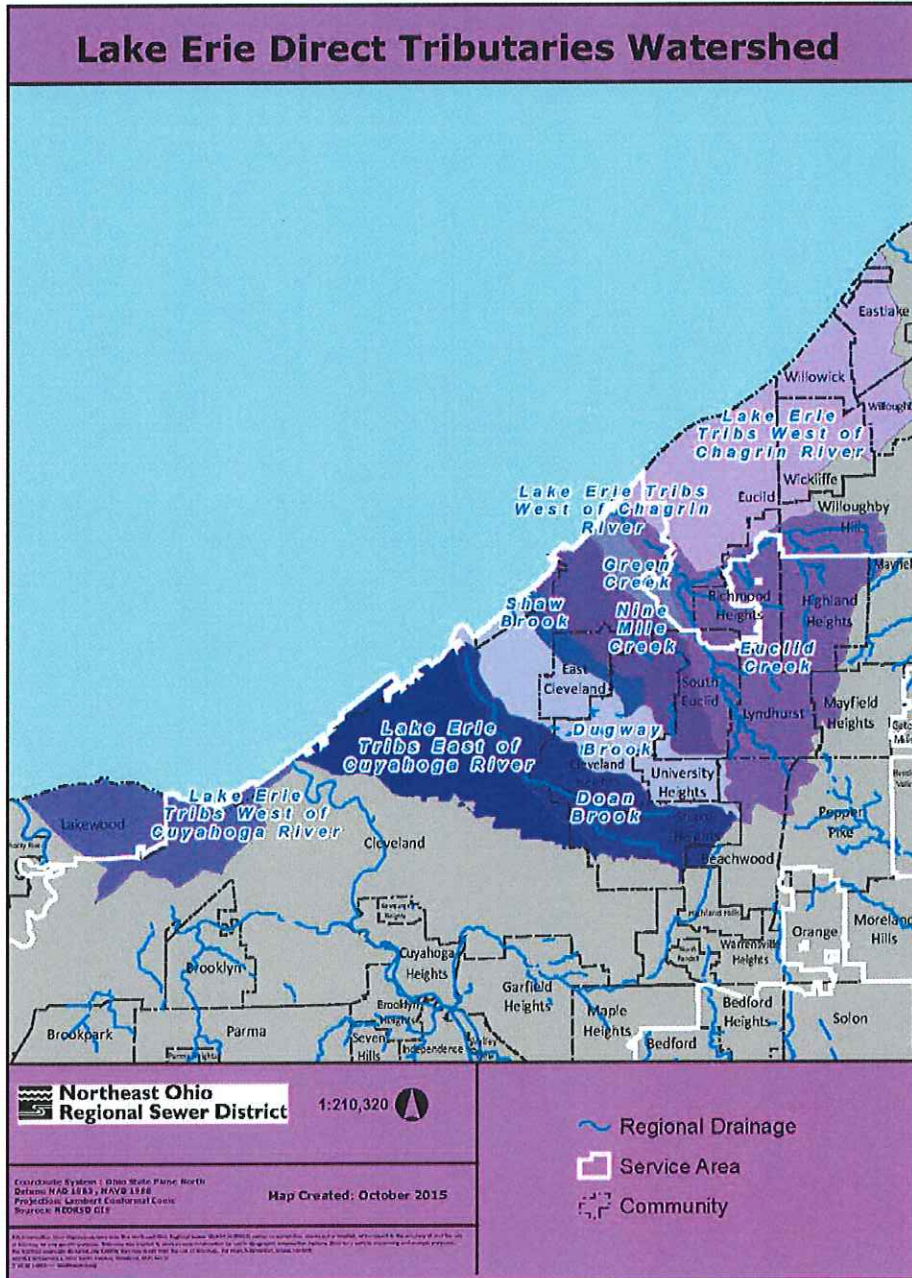


EXHIBIT G



Northeast Ohio Regional Sewer District Stormwater Management Plan Review Policy

Introduction

As a component of the Northeast Ohio Regional Sewer District's (District) Regional Stormwater Management Program, as described in *Code of Regulations of the Northeast Ohio Regional Sewer District Title V: Stormwater Management Code (Title V)*, the District has established policies and procedures for reviewing Stormwater Management Plans for certain development activities within Member Communities.

Section 1.0 - Applicability and District Authority

Per Title V, Member Communities must provide the District, or require to be provided to the District, copies of the proposed Stormwater Management Plan for any project that is regulated by the Member Community's local stormwater management ordinance or resolution and that is located within the District's Stormwater Service Area. Appendix A shows the District's Stormwater Service Area, Member Communities, and the Regional Stormwater System. Title V can be found in the District's website <http://www.neorsd.org/stormwaterprogram.php>.

Failure of a Member Community to meet this submittal requirement is a violation of Title V. The District's comments on Stormwater Management Plans, however, are advisory only and are non-binding on the Member Community and the applicant. The District must provide any comments to the Member Community within a mutually agreed upon timeframe between the District and Member Community. If a mutually agreed upon timeframe is not established, the District must provide comments within 15 business days of receiving the Stormwater Management Plan. Finally, the District's review of Stormwater Management Plans is not intended to replace the Member Community's responsibility for review.

Please note that this requirement does not apply to Stormwater Management Plans for new development or redevelopment in the combined sewer system. These Stormwater Management Plans shall be submitted to the District and reviewed by the District pursuant to the requirements set forth in *Title IV: Combined Sewer Use Code* and the *Submittal Requirements for Connections to the Combined Sewer System*. Appendix B provides a map of the combined sewer system area.

Section 2.0 - Purpose of District Policy and Review Document

The District will review Stormwater Management Plans for potential impacts to the Regional Stormwater System and/or District-owned or operated Stormwater Control Measures under the Regional Stormwater Management Program. The purpose of this policy document is to provide Member Communities an overview of the District's review process.

Section 3.0 - Standards and Criteria

Minimum design standards and criteria set forth by the Member Community shall be used for designing stormwater management plans including all applicable federal and state regulations including but not limited to stormwater management, riparian and wetland setbacks, floodplain management and erosion and sediment control. The District will review plans with an



understanding of each Member Community's local stormwater management ordinance or resolution or other applicable requirements as detailed above. Member Communities shall update the District when local regulations pertaining to stormwater management are revised in order for the District to maintain a current list of standards.

Section 4.0 - Procedures for Submittal and Review

Per Title V, a Stormwater Management Plan is defined as written documents, calculations and engineering drawings that establish the stormwater management for a particular site, parcel, or area which meet the requirements of a Member Community's stormwater regulation. This may also include other items the Member Community may deem needs District review. This section outlines the procedures involved with the review process.

Section 4.1 Submittal

Stormwater Management Plan documentation in the separate sewer area of the District's Stormwater Service Area shall be submitted in hard copy or electronic format (preferred) to the District within seven (7) business days of the submission of such plans to the Member Community. Information should be sent to Mary Maciejowski at:

NEORS - Watershed Programs Department

3900 Euclid Ave

Cleveland, OH 44115-2506

or

maciejowskim@neorsd.org

Section 4.2 District Review

The District will review Stormwater Management Plans for potential impacts to the Regional Stormwater System. The Regional Stormwater System is defined in Title V as the entire system of watercourses, stormwater conveyance structures, and Stormwater Control Measures in the District's Stormwater Service Area that are owned and/or operated by the District or over which the District has right of use for the management of stormwater, including both naturally occurring and constructed facilities.

The Regional Stormwater System generally includes watercourses, stormwater conveyance structures and Stormwater Control Measures receiving drainage from three hundred (300) acres of land or more. A map of the Regional Stormwater System is in Appendix A.

Title V defines a Stormwater Control Measure as an activity, measure, structure, device, or facility that helps to achieve stormwater management objectives including, without limitation, schedules of activities, prohibitions of practices, operation and maintenance procedures, treatment requirements, and other practices to prevent or reduce the pollution of water resources, to control stormwater volume and/or rate, or to otherwise limit impacts to the Regional Stormwater System.

The District's review is not intended to duplicate or replace the Member Community review process. Using a watershed approach, the District will review Stormwater Management Plans



for potential regional impacts to the Regional Stormwater System with respect to flooding, erosion and water quality issues. This may include but not be limited to reviewing post-construction release rates, stormwater volume calculations and post-construction water quality treatment. If a Member Community is partially serviced by the District, the District will review Stormwater Management Plans for projects located anywhere in the Member Community, at the Member Community's request.

Section 4.3 Summary of Submittal Requirements

The following must be submitted to the District by the Member Community in hard copy and/or electronic format:

- Notice of any changes to local regulation regarding stormwater management
- Stormwater management report and project plan drawings for each project regulated by the member community
- Any supplemental information for District review

Section 5.0 - District Comments

The District must provide any written comments to the Member Community within a mutually agreed upon timeframe between the District and Member Community once the District receives a complete submittal. If a mutually agreed upon timeframe is not established, the District must provide comments within 15 business days of receiving the complete Stormwater Management Plan.

In order to accurately review a Stormwater Management Plan, the District may request, through the Member Community, additional supporting information (e.g. geotechnical data) if available.

Upon review of a Stormwater Management Plan, the District may encourage the engineer or developer to consider applying for Stormwater Fee Credits after construction is complete.

Section 6.0 - Cost

There is no cost to Member Communities or applicants for the District to review Stormwater Management Plans. The District provides technical review assistance as part of the Regional Stormwater Management Program to support Member Communities and to protect the Regional Stormwater System.

Section 7.0 - Typical Timeline and Communication

- Preliminary meeting scheduled, if required by Member Community
- Developer/Engineer submits Stormwater Management Plan to Member Community



*Stormwater Management Plan Review Policy
February 1, 2013*

- Member Community submits or causes to submit plans to District within 7 days of Receipt.
- District will review to ensure submittal is complete and may request additional supporting information. District confirms receipt of plans via email or phone.
- The District provides written comments within an agreed timeframe after receiving a complete submittal. If an agreed timeframe is not established the District must provide comments within 15 business days of receiving a complete Stormwater Management Plan.

Section 8.0 – Failure to Submit Stormwater Management Plans

Failure for a Member Community to submit or cause to submit Stormwater Management Plans to the District for review is a violation of Title V – Stormwater Management Code and subject to the full range of actions authorized under the District's Code of Regulations including withholding Community Cost-Share Program funds.

**Appendix B
 Combined Sewer System Area Map**

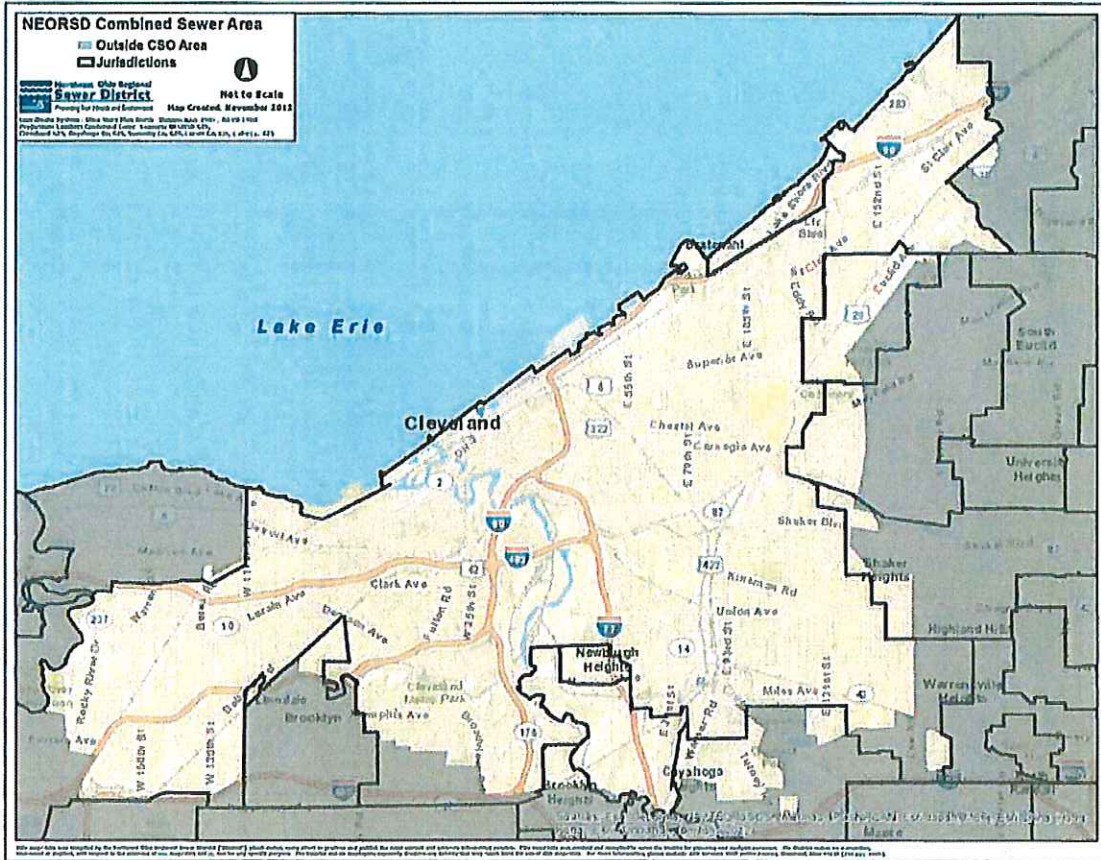


EXHIBIT H



February 15, 2016

VIA EMAIL AND REGULAR U.S. MAIL

Mr. Kenneth Kraus
Director of Law
City of Strongsville
16099 Foltz Parkway
Strongsville, OH 44149

RE: Clarification Letter to the Stormwater Service Agreement (“Agreement”)
Between the Northeast Ohio Regional Sewer District (“District”) and the City of
Strongsville (“City”)

Dear Director Kraus:

This letter serves as clarification to the terms and conditions contained in the above-referenced Agreement, and shall remain applicable unless modified through subsequent written agreement by both parties:

- 1) Community Cost Share funds are eligible to be expended for projects in all areas of the City of Strongsville in accordance with section 3.04.02 of the Agreement and the District’s Community Cost Share Policy, Exhibit “E” of the Agreement, notwithstanding that part of the City is not within the boundaries of the District’s service area.

The District looks forward to working with the City for the benefit of our mutual customers and residents. If you have any questions, please do not hesitate to contact me at (216) 881-6600 ext. 6619 or sundheimerm@neorsd.org.

Sincerely,

Marlene Sundheimer
Chief Legal Officer & General Counsel

Accepted By: _____
Kenneth Kraus
Director of Law

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 058

By: Mayor Perciak and Mr. Daymut

AN ORDINANCE AMENDING THE MASTER SIGN PROGRAM FOR SOUTHPARK MALL, AND DECLARING AN EMERGENCY. [The Commons at SouthPark]

WHEREAS, Council, through Ordinance No. 1996-107, approved the Master Sign Program for SouthPark Center Shopping Center District and adopted the Master Sign Program Design Intent as the standards for signage therein; and

WHEREAS, an application has been submitted for approval of a 5' x 17' internally illuminated double-faced ground sign on property located at 17887 SouthPark Center (PPN 396-20-005) known as The Commons at SouthPark for inclusion in the Master Sign Program for SouthPark Mall; and

WHEREAS, at its January 12, 2016 and January 26, 2016 meetings, the Architectural Review Board unfavorably recommended the inclusion of the proposed signage; and

WHEREAS, at its January 28, 2016 meeting, the Planning Commission unfavorably recommended the inclusion of the proposed signage.

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

Section 1. That the Master Sign Program for SouthPark Mall be and is hereby amended to add a 5' x 17' internally illuminated double-faced ground sign, on property known as The Commons at SouthPark, located at 17887 SouthPark Center (PPN 396-20-005), as unfavorably recommended by the City Planning Commission, and the same be and is hereby made a part of the Master Sign Program for SouthPark Mall.

Section 2. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of 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 3. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary in order to establish appropriate regulations for the signage of lands in the City to promote the

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2016 – 058
Page 2

effective control of traffic, the orderly function of public services, and the aesthetic quality and character of signage on the SouthPark Mall site. 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. 2016-058 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 059

By: Mayor Perciak and All Members of Council

AN ORDINANCE APPROVING AND ADOPTING REPLACEMENT PAGES TO THE CODIFIED ORDINANCES OF THE CITY FOR THE LAST HALF OF 2015, REPEALING ORDINANCES AND RESOLUTIONS IN CONFLICT THEREWITH, AND DECLARING AN EMERGENCY.

WHEREAS, in order to conform with the changes adopted by the Ohio General Assembly and with current State law as required by the Ohio Constitution, it is necessary for the City to amend certain provisions within its Traffic and General Offenses Codes; and

WHEREAS, various ordinances of a general and permanent nature have been passed by Council since July 20, 2015 and through December 31, 2015, with one additional Ordinance carrying over into January, 2016, which now should be included in the Codified Ordinances; and

WHEREAS, Council has heretofore entered into a contract with the Walter H. Drane Company to prepare and publish the aforesaid amendments and revisions.

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

Section 1. That the additions and amendments to the Traffic and General Offenses Codes of the Codified Ordinances of the City of Strongsville, as prepared by the Walter H. Drane Company in order to comply with current State law, be and are hereby approved and adopted; and the ordinances of Strongsville of a general and permanent nature, as revised, re-codified, rearranged and consolidated into component codes, titles, chapters and sections within the replacement pages to the Codified Ordinances for the last half of 2015 and into January of 2016, be and are hereby approved and adopted, all as set forth in Exhibit A attached hereto and incorporated herein by reference.

Section 2. That any other ordinances or resolutions or parts thereof in conflict with any of the above Ordinances shall, to the extent of any conflict, be and are hereby repealed.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2016 - 059
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 there exists an imperative necessity for the earliest publication and distribution of the aforesaid amendments to the Codified Ordinances to the officials and residents of the City, so as to facilitate the administration and daily operation of the City and its departments, and to avoid practical and 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.

_____ 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. 2016-059 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

EXHIBIT "A"

<u>Ord. No.</u>	<u>Date</u>	<u>C.O. Section</u>
2015-160	9-8-15	1050.16
2015-208	11-2-15	881.01 to 881.28, 881.99
2015-241	11-16-15	252.01
2015-255	12-21-15	266.05, 266.22
2015-259	12-21-15	254.03

Traffic Code

402.21	Motorcycle. (Amended)
436.031	Driving With Probationary License; Curfew. (Amended)
436.09	Display of License Plates. (Amended)
436.10	Expired or Unlawful License Plates. (Amended)
442.01	Definitions. (Amended)
442.03	Prerequisites to Operation of a Commercial Vehicle. (Amended)
442.05	Criminal Offenses. (Amended)
442.06	Employment of Drivers of Commercial Vehicles. (Amended)
452.04	Parking Near Curb; Handicapped Parking. (Amended)

General Offenses Code

612.07	Open Container Prohibited. (Amended)
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