



City of Strongsville

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Strongsville, Ohio 44149-5598
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www.strongsville.org

September 28, 2017

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
At-Large

Duke Southworth
At-Large

Aimee Pientka, MMC
Clerk of Council

Tiffany Mekeel, CMC
Assistant Clerk of Council

MEETING NOTICE

City Council has scheduled the following meetings for **Monday, October 2, 2017**, to be held in the Caucus Room and the Council Chamber at the **Mike Kalinich Sr. City Council Chamber, 18688 Royalton Road**:

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

7:30 P.M.

Planning, Zoning and Engineering Committee will meet to discuss Ordinance Nos. 2017-168 and 2017-169.

Public Safety and Health Committee will meet to discuss Resolution No. 2017-170.

A motion will be made to approve the Public Safety and Health Committee meeting minutes of Monday, September 18, 2017.

Finance Committee will meet to discuss Ordinance No. 2017-171.

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

Committee of the Whole will meet to discuss Ordinance No. 2017-172.

A motion will be made to approve the Committee of the Whole meeting minutes of Tuesday, September 12, 2017.

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, MMC
Clerk of Council



STRONGSVILLE CITY COUNCIL REGULAR MEETING

MONDAY, OCTOBER 2, 2017 AT 8:00 P.M.

Mike Kalinich Sr. City Council Chamber

18688 Royalton Road, Strongsville, Ohio

AGENDA

1. CALL TO ORDER:

2. PLEDGE OF ALLEGIANCE:

3. CERTIFICATION OF POSTING:

4. ROLL CALL:

5. COMMENTS ON MINUTES:

- *Council Meeting – September 18, 2017*

6. APPOINTMENTS, CONFIRMATIONS, AWARDS AND RECOGNITION:

7. REPORTS OF COUNCIL COMMITTEE:

- SCHOOL BOARD – Mr. Dooner:
- SOUTHWEST GENERAL HEALTH SYSTEM – Mr. Carbone:
- BUILDING AND UTILITIES – Mr. Schonhut:
- COMMUNICATIONS AND TECHNOLOGY – Mr. Schonhut:
- ECONOMIC DEVELOPMENT – Mr. Daymut:
- FINANCE – Mr. Short:
- PLANNING, ZONING AND ENGINEERING – Mr. Daymut:
- PUBLIC SAFETY AND HEALTH – Mr. DeMio:
- PUBLIC SERVICE AND CONSERVATION – Mr. Carbone:
- RECREATION AND COMMUNITY SERVICES – Mr. Southworth:
- COMMITTEE-OF-THE-WHOLE – Mr. Dooner:

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

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

9. AUDIENCE PARTICIPATION:

10. ORDINANCES AND RESOLUTIONS:

- Ordinance No. 2017-168 by Mayor Perciak and Mr. Daymut. AN ORDINANCE AMENDING SECTIONS 1273.05 AND 1273.09 OF TITLE SIX OF PART TWELVE-PLANNING AND ZONING CODE, OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE, IN ORDER TO UPDATE REQUIREMENTS CONCERNING PERMITTING OF WIRELESS TELECOMMUNICATIONS FACILITIES, AND DECLARING AN EMERGENCY.
- Ordinance No. 2017-169 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A COMMUNITY COST-SHARE AGREEMENT BETWEEN THE NORTHEAST OHIO REGIONAL SEWER DISTRICT AND THE CITY OF STRONGSVILLE, IN ORDER FOR THE DISTRICT TO PROVIDE REIMBURSEMENT OF FUNDS TO THE CITY IN CONNECTION WITH THE WALNUT DRIVE DETENTION BASIN PROJECT, AND DECLARING AN EMERGENCY.
- Resolution No. 2017-170 by Mayor Perciak and All Members of Council. A RESOLUTION ACCEPTING THE DONATION OF ONE (1) BULLET AND STAB PROTECTIVE VEST FOR USE BY STORM, A CITY OF STRONGSVILLE POLICE DEPARTMENT K-9 OFFICER.
- Ordinance No. 2017-171 by Mayor Perciak and All Members of Council. AN ORDINANCE AMENDING GENERAL SALARY ORDINANCE NO. 2016-236 TO AMEND ARTICLE 5, POSITION PLAN, TO ABOLISH THE POSITION OF ASSISTANT TO THE BUILDING COMMISSIONER (STATE CERTIFIED) (SECTION 5-058); ABOLISH THE POSITION OF BUILDING INSPECTOR (NON-CERTIFIED) (SECTION 5-066); TO ESTABLISH, ALLOCATE AND FIX THE COMPENSATION OF THE POSITION OF RESIDENTIAL CODE OFFICIAL/PLANS EXAMINER (STATE CERTIFIED) (SECTION 5-058); AND DECLARING AN EMERGENCY.
- Ordinance No. 2017-172 by Mayor Perciak and All Members of Council. AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO MAKE PAYMENTS FOR PREVENTATIVE MAINTENANCE SERVICES AND EMERGENCY REPAIR SERVICES FOR THE HVAC SYSTEMS AT THE CITY'S WALTER F. EHRNFELT RECREATION & SENIOR CENTER AND POLICE DEPARTMENT BUILDINGS, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.

11. COMMUNICATIONS, PETITIONS AND CLAIMS:

12. MISCELLANEOUS BUSINESS:

13. ADJOURNMENT:

C

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 168

By: Mayor Perciak and Mr. Daymut

AN ORDINANCE AMENDING SECTIONS 1273.05 AND 1273.09 OF TITLE SIX OF PART TWELVE-PLANNING AND ZONING CODE, OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE, IN ORDER TO UPDATE REQUIREMENTS CONCERNING PERMITTING OF WIRELESS TELECOMMUNICATIONS FACILITIES, 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 Sections 1273.05 and 1273.09 of Title Six of Part Twelve-Planning and Zoning Code of the Codified Ordinances of the City of Strongsville be and are hereby amended to read in their entirety as follows:

**CHAPTER 1273
Wireless Telecommunications Facilities**

- 1273.01 Purpose.**
- 1273.02 Definitions.**
- 1273.03 Conditional use.**
- 1273.04 Proof of unavailability of alternative locations.**
- 1273.05 Application procedures and requirements.**
- 1273.06 General standards.**
- 1273.07 Supplementary standards and conditions.**
- 1273.08 Facilities removal.**
- 1273.09 Annual inspection fees.**

* * *

1273.05 APPLICATION PROCEDURES AND REQUIREMENTS.

The following requirements apply to all wireless telecommunications facilities regardless of the zoning district, in which they are to be located:

- (a) When the proposed wireless telecommunications facility is to include a new tower or antenna, a site plan at a scale not less than one inch is equal to 100 feet shall be submitted. The site plan shall indicate all building uses within 300 feet of the proposed facility. Aerial photos and/or renderings may augment the site plan.
- (b) Any applicant requesting permission to install a new tower or antenna shall provide evidence of written contact with all wireless service providers who supply service within a quarter mile of the proposed facility. The applicant shall inquire about potential collocation opportunities at all technically feasible locations. The contacted provider shall be requested to respond in writing to the inquiry within thirty days. The applicant's letter(s) as well as response(s) shall be presented to the Planning Commission as a means of demonstrating the need for a new tower or antenna.

(Ord. 2002-29. Passed 1-6-03.)

CITY OF STRONGSVILLE, OHIO

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- (c) An application to locate an antenna on a building or structure that is listed on a historical register, or is in the Town Center District shall be subject to review by the Architectural Review Board, in addition to the Planning Commission.
(Ord. 2014-035. Passed 5-5-14.)
- (d) Applicant shall provide evidence of legal access to the tower or antenna site thereby maintaining this access regardless of other developments that may take place on the site.
- (e) Where the telecommunications facility is located on property with another principal use, the applicant shall present documentation that the owner of the property has granted an easement or entered into a long-term lease for the proposed facility and that vehicular access is provided to the facility.
- (f) The applicant shall present a landscaping plan that indicates how the wireless telecommunications facility will be screened from adjoining uses.
- (g) The applicant shall demonstrate that the telecommunications tower or antenna must be located where it is proposed in order to service the applicant's service area. The applicant shall submit an explanation and supporting engineering data proving that a tower or antenna at the proposed site is technically necessary.
- (h) As a condition of approval **for a new wireless telecommunications tower**, the Planning Commission shall establish the amount of a bond, with a surety company approved by the City's Law Director, or cash deposit, in an amount to be determined by the Planning Commission which shall be intended to guarantee the cost of the removal of the **wireless telecommunications tower and related** wireless telecommunications facility in the event the facility is declared abandoned by the Building Commissioner pursuant to Section 1273.08.
- (i) Any decision to deny a request to place, construct or modify a wireless telecommunications antenna and/or tower shall be in writing ~~and supported by evidence contained in a written record of the proceedings of the Planning Commission setting out the reasons for the denial in a written document from the appropriate City agency or individual.~~
- (j) A filing and review fee shall be paid in the amount of ~~fFive hHundred dDollars (\$500.00)~~ for a new **wireless telecommunications** antenna ~~or equipment on or at~~ an existing structure, and in the amount of ~~eOne tThousand dDollars (\$1,000)~~ for a new **wireless telecommunications** tower.

These Procedures and Requirements apply to a new **wireless telecommunications** facility, a request to modify an existing **wireless telecommunications** facility, or to an addition to an existing **wireless telecommunications** facility.

Notwithstanding anything in this Chapter to the contrary, the Building Commissioner shall first review any request by an applicant for a modification of an existing wireless tower or base station. If, in the Building Commissioner's judgment, the modification does not "substantially change the physical dimensions" of the tower or base station, the Building Commissioner may issue a permit for the modification, if it meets all other legal requirements, without the necessity of referring the application to the Planning Commission for its review. The term "substantially changes the physical dimensions" of a tower or base station shall have the same meaning as set out in 30 Federal Communication Commission Record 31 (FCC 14-153).

~~(Ord. 2002-29. Passed 1-6-03.)~~

CITY OF STRONGSVILLE, OHIO

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* * *

1273.09 ANNUAL INSPECTION-FEES.

The Building Department shall inspect each tower, antenna, and telecommunications facility on an annual basis to insure compliance with all ordinances of the City, especially this Chapter 1273 and to insure that the provider is still utilizing and has not abandoned the tower, antenna or facility. ~~An inspection fee of two hundred dollars (\$200.00) shall be paid on an annual basis on a date established by the Building Commissioner by each provider of an antenna or facility located on a pole, tower or other structure.~~ The owner of the antenna and/or wireless telecommunications facility shall inform the Building Commissioner of any antenna, tower or facility which is no longer in use.

~~(Ord. 2002-29. Passed 1-6-03.)~~

* * *

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 necessary to update requirements with regard to telecommunications facilities, and to ensure the safety and welfare of the general public. 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: _____

Referred to Planning Commission

Second reading: _____

Third reading: _____

Approved: _____

Public Hearing: _____

President of Council

Approved: _____

Mayor

Date Passed: _____

Date Approved: _____

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Yea

Nay

Carbone

Daymut

DeMio

Dooner

Schonhut

Short

Southworth

Attest: _____

Clerk of Council

ORD. No. 2017-168 Amended: _____

1st Rdg. _____ Ref: _____

2nd Rdg. _____ Ref: _____

3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____

Adopted: _____ Defeated: _____

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 169

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A COMMUNITY COST-SHARE AGREEMENT BETWEEN THE NORTHEAST OHIO REGIONAL SEWER DISTRICT AND THE CITY OF STRONGSVILLE, IN ORDER FOR THE DISTRICT TO PROVIDE REIMBURSEMENT OF FUNDS TO THE CITY IN CONNECTION WITH THE WALNUT DRIVE DETENTION BASIN PROJECT, 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, by and through Ordinance No. 2016-057, this Council authorized the Mayor to enter into a Regional Stormwater Management Program Service Agreement with the District in order to provide delivery of District Regional Stormwater Management Program services within the City of Strongsville; and

WHEREAS, in conjunction with the aforementioned Stormwater Management Agreement, on May 16, 2013, by and through Resolution No. 114-13, the District was authorized to enter into Regional Stormwater Management Program Community Cost-Share Program Agreements with certain member communities; and

WHEREAS, the District, as a component of implementing such Regional Stormwater Management Program, manages a financial account termed the "Community Cost-Share Account" that is for the aggregation and dissemination of funds derived from revenues collected from member communities' Stormwater Fees; and

WHEREAS, the purpose of the Community Cost-Share Account is to provide funding to assist the City with District-approved projects through the Community Cost-Share Program; and

WHEREAS, the Community Cost-Share Program funds are used for construction, operation, and maintenance of Local Stormwater Systems, including administrative costs directly associated with such projects, as well as costs related to repair or upgrade; and

WHEREAS, by and through Ordinance No. 2017-112, this Council authorized the Mayor to enter into a contract for the purposes of construction of a 42" culvert, ditch and detention basin to re-direct stormwater run-off near the area of Drake Road between Ash Drive and Walnut Drive, in connection with the Walnut Drive Detention Basin Project ("Project"); and

WHEREAS, the District supports the Walnut Drive Detention Basin Project as a Community Cost-Share project.

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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 and execute a Community Cost-Share Agreement with the Northeast Ohio Regional Sewer District in order for the District to allocate and provide reimbursement of funds up to \$325,000.00 to the City of Strongsville, in connection with the Walnut Drive Detention Basin Project, a copy of which Agreement is substantially in the form 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 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.

President of Council

Approved: _____

Mayor

Date Passed: _____

Date Approved: _____

Yea

Nay

Carbone

Daymut

DeMio

Dooner

Schonhut

Short

Southworth

Attest: _____

Clerk of Council

ORD. No. 2017-169 Amended: _____

1st Rdg. _____ Ref: _____

2nd Rdg. _____ Ref: _____

3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____

Adopted: _____ Defeated: _____

**COMMUNITY COST-SHARE AGREEMENT
BY AND BETWEEN
THE NORTHEAST OHIO REGIONAL SEWER DISTRICT
AND
CITY OF STRONGSVILLE**

This Agreement is made and entered into this _____ day of _____, 2017, by and between the Northeast Ohio Regional Sewer District (District), acting pursuant to Resolution No. 114-13, adopted by the Board of Trustees of the District on May 16, 2013 (Exhibit "A"), and the City of Strongsville (City), acting pursuant to Ordinance/Resolution No. _____, adopted on _____, 20____ (Exhibit "B").

Recitals

WHEREAS, the District, as a component of implementing a regional stormwater management program, manages a financial account termed the "*Community Cost-Share Account*" that is for the aggregation and dissemination of funds derived from revenues collected from the Stormwater Fee; and

WHEREAS, the purpose of the Community Cost-Share Account is to provide funding to assist the City with District-approved projects through the Community Cost Share Program; and

WHEREAS, the Community Cost-Share Program funds are used for construction, operation, and maintenance of the Local Stormwater System, including administrative costs directly associated with such projects as well as costs related to repair or upgrade; and

WHEREAS, the District supports the Community Cost-Share Walnut Drive Detention project (the "Project") as a Community Cost-Share project proposed by the City; and

NOW THEREFORE, in consideration of the foregoing, the payment and the mutual promises contained in this Agreement, the parties agree as follows:

Article 1.0 City Obligations

1.1 The City agrees to perform as follows:

- 1.1.1 Complete work as detailed in the District approved Community Cost-Share application. (Exhibit "C")
- 1.1.2 Complete and submit Progress Reports when submitting Request for Payment as needed, or within 30 days of close of the Project, per Section 5.0 of the *Community Cost-Share Program Policy*.
- 1.1.3 Notify the City's Watershed Team Leader at least 7 business days prior to the start of the Project.

- 1.1.4 Meet with District staff when requested to review the Project status.
- 1.1.5 Obtain all necessary legal agreements with affected property owners to perform the Project and to bind any successor in title to maintain compliance as specified in this Agreement between the District and the City for the Project.
- 1.1.6 Comply with all applicable local, state and federal requirements. This may include, but is not limited to, U.S. Army Corp of Engineers Section 404, Ohio EPA Section 401 water quality certification, and Ohio Department of Natural Resources Dam Safety Laws.
- 1.1.7 If the City fails to maintain the Project in accordance with this Agreement, the City 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 City Community Cost-Share Account.
- 1.1.8 Submit requests for approval to modify the budget, deadline, deliverables, or other components of the Project to the City's Watershed Team Leader at least 30 business days prior to the desired date of execution of the modification.
- 1.1.9 Acknowledge the District on any public advertisement or outreach efforts including all publications and signage related to the Project which shall include the following disclaimer:

This project was funded in part or totally through the Northeast Ohio Regional Sewer District (NEORSD) Community Cost-Share Program in coordination with City, under the provisions of the NEORSD Regional Stormwater Management Program. The contents and views, including any opinions, findings, or conclusions or recommendations, contained in this publication are those of the authors and have not been subject to NEORSD review and may not necessarily reflect the views of NEORSD, and no official endorsement should be inferred.
- 1.1.10 Provide the District the opportunity to have design approval for any signage or public education and outreach efforts related to the Project.
- 1.1.11 Permit the District to photograph the Project and to incorporate the Project into the District's overall public education and outreach efforts for stormwater management.

- 1.2 Failure to meet any of the requirements listed in Article 1.1 may result in termination of this Agreement and reimbursement of disbursed funds to the District.

Article 2.0 District's Obligations

2.1 The District agrees to perform as follows:

- 2.1.1. Allocate \$325,000.00 to the City for the Project from the City's Community Cost-Share Account.
- 2.1.2. Provide reimbursement of funds up to \$325,000.00 to the City within 60 days of receipt of a complete Request for Payment from the City, detailing costs related to the Project.
- 2.1.3. Timely review and approval or disapproval of requests to modify the budget, deadline, deliverables, or other components of the Project.
- 2.1.4. Acknowledge the City in presentations or publications related to the Project.

Article 3.0 Dispute Resolution

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

District Representative	City Representative
Watershed Team Leader	Lori Daley, Assistant City Engineer City of Strongsville

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 P. Mikula, City Engineer City of Strongsville

- 3.03 If the Parties remain unable to resolve the dispute within an additional 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 3.02 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.

3.04 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 4, Remedies, below.

Article 4 **Remedies**

4.01 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 5 **Counterpart Signatures**

5.01 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 6 **Governing Law**

6.01 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 7 **Disclaimer of Joint Venture**

7.01 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 8 **Authority to Execute**

8.01 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 9 **Exhibits**

The following exhibits are attached hereto and incorporated herein:

Exhibit "A" – District Resolution

Exhibit "B" – City Ordinance/Resolution

Exhibit "C" – District-Approved Community Cost Share Application

The parties have executed this Agreement on the day and year first above written.

NORTHEAST OHIO REGIONAL SEWER DISTRICT

BY: _____

Kyle Dreyfuss-Wells
Chief Executive Officer

AND

BY: _____

Darnell Brown, President
Board of Trustees

CITY OF STRONSVILLE

By: _____

Thomas P. Perciak

Title: _____ Mayor _____

_____ Federal Taxpayer I.D. Number

The Legal Form and Correctness of this
Instrument is hereby Approved:

CITY OF STRONGSVILLE

_____ Neal M. Jamison, Law Director

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.

CONTRACT NO.

NORTHEAST OHIO REGIONAL SEWER
DISTRICT

WITH

CITY OF STRONGSVILLE
FOR
COMMUNITY COST-SHARE PROJECT:
WALNUT DRIVE DETENTION

Total Approximate Cost: \$325,000.00

The legal form and correctness of the within
instrument are hereby approved.

CHIEF LEGAL OFFICER

Date

CERTIFICATION

It is hereby certified that the amount required to
meet the contract, agreement, obligation, payment
or expenditure, for the above, has been lawfully
appropriated or authorized or directed for such
purpose and is in the Treasury or in process of
collection to the credit of the fund free from any
obligation or certification now outstanding.

CHIEF FINANCIAL OFFICER

Date

EXHIBIT A

NORTHEAST OHIO REGIONAL SEWER DISTRICT
RESOLUTION NO. 114-13

Authorizing the Executive Director to enter into Regional Stormwater Management Program Community Cost-Share Program Agreements with Member Communities.

WHEREAS, the Code of Regulations of the Northeast Ohio Regional Sewer District, Title V – Stormwater Management Code Chapter 9 outlines the Community Cost-Share Program developed to provide funds to District Member Communities for construction, operation and maintenance activities of community-specific stormwater management projects; and

WHEREAS, under the Community Cost-Share Program, 25% of the annual collected stormwater revenue from each Member Community will be held by the District in a Community Cost-Share account, whereby Communities, with review and approval by the District, through specific applications outlining the community-specific stormwater work to be performed can access reimbursement of their funds; and

WHEREAS, the District is seeking authority to enter into Regional Stormwater Management Program Community Cost-Share Program Agreements with Member Communities for the purpose of detailing and memorializing responsibilities of the District and Member Communities under specific applications to the Community Cost-Share 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 Regional Stormwater Management Program Cost-Share Program Agreements with Member Communities to memorialize responsibilities of the District and Member Communities under specific applications to the Community Cost-Share Program.

Section 2. That this Board hereby authorizes the Executive Director to enter into Regional Stormwater Management Program Cost-Share Agreements with Member Communities to memorialize responsibilities of the District and Member Communities under specific applications to the Community Cost-Share Program under such terms and conditions that are satisfactory to the Director of Law and in the best interests of the District.

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 Direct Billing 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 Starr seconded by Mr. O'Malley, the foregoing resolution was unanimously adopted on May 16, 2013.

Sheila J. Kelly
Sheila J. Kelly, Secretary
Board of Trustees
Northeast Ohio Regional Sewer District

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2017 – 170

By: Mayor Perciak and All Members of Council

**A RESOLUTION ACCEPTING THE DONATION OF ONE (1)
BULLET AND STAB PROTECTIVE VEST FOR USE BY STORM,
A CITY OF STRONGSVILLE POLICE DEPARTMENT K-9
OFFICER.**

WHEREAS, the City of Strongsville Police Department's K-9 unit program began in 1995. Some of the K-9's duties include narcotic detection, tracking wanted or lost people, article searches, building searches and criminal apprehension. In addition, the K-9 officers/handlers occasionally do lectures and demonstrations for many groups such as civic organizations and school functions; and

WHEREAS, Storm, one of the Strongsville Police Department's current K-9 officers, is in need of a bullet and stab protective vest; and

WHEREAS, the non-profit organization, Spikes K9 Fund, Inc., is donating a vest to the Strongsville Police Department in order to provide Storm with the most updated protective equipment to help ensure safety when performing his K-9 duties; and

WHEREAS, such protective vest has a donation value of \$2,500.00, and the City is desirous of accepting such donation.

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

Section 1. That this Council hereby graciously accepts from and expresses its appreciation and thanks to the Spikes K9Fund, Inc., a non-profit charitable organization, for the donation of one (1) bullet and stab protective vest for use by the Strongsville Police Department's K-9 officer, Storm.

Section 2. 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 3. That this Resolution shall take effect and be in force from and after the earliest period allowed by law.

President of Council

Approved: _____

Mayor

Date Passed: _____

Date Approved: _____

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2017 – 170

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

Attest: _____

Clerk of Council

RES

ORD. No. 2017-170 Amended: _____

1st Rdg. _____ Ref: _____

2nd Rdg. _____ Ref: _____

3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____

Adopted: _____ Defeated: _____

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 - 171

By: Mayor Perciak and All Members of Council

AN ORDINANCE AMENDING GENERAL SALARY ORDINANCE NO. 2016-236 TO AMEND ARTICLE 5, POSITION PLAN, TO ABOLISH THE POSITION OF ASSISTANT TO THE BUILDING COMMISSIONER (STATE CERTIFIED) (SECTION 5-058); ABOLISH THE POSITION OF BUILDING INSPECTOR (NON-CERTIFIED) (SECTION 5-066); TO ESTABLISH, ALLOCATE AND FIX THE COMPENSATION OF THE POSITION OF RESIDENTIAL CODE OFFICIAL/PLANS EXAMINER (STATE CERTIFIED) (SECTION 5-058); AND DECLARING AN EMERGENCY.

WHEREAS, this Council has determined to eliminate the position of Assistant to the Building Commissioner (State Certified), and in its place to establish, allocate and fix the compensation of Residential Code Official/Plans Examiner (State Certified), and further to abolish the position of Building Inspector (Non-Certified).

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

Section 1. That, pursuant to Section 3-011 of Article 3 of the General Salary Ordinance, the positions of Assistant to the Building Commissioner (State Certified) Section 5-058, and Building Inspector (Non-Certified) Section 5-066, be and are hereby abolished.

Section 2. That Section 5 of Article 5, Position Plan, of the General Salary Ordinance be and is hereby amended by enacting a new position for Section 5-058 so that the Building Section will read in its entirety as follows:

* * *

<u>Ord.</u>		<u>Pay Range</u>	<u>Allocations</u>
<u>Sec. No.</u>			
BUILDING			
5-055	Building Commissioner/ADA Coordinator (State Certified)	17	
5-056	Assistant Building Commissioner (State Certified)	14	
5-058	Assistant to the Building Commissioner (State Certified)	14	
	Residential Code Official/Plans Examiner (State Certified)	13	
5-060	Building Inspector (State Certified)*	11	
5-066	Building Inspector (Non-certified)*	8	

*NOTE: The pay range allocations for members of collective bargaining units in the pay range allocations 5-060 and 5-066 are is established by collective bargaining agreement.

* * *

Section 3. That all other Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2017 - 171

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

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

Section 6. That this Ordinance is hereby declared an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is necessary to maintain the orderly and efficient operation of the Building Department of the City, provide for the abolition and establishment of certain positions, 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. 2017-171 Amended: _____

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Pub Hrg. _____ Ref: _____

Adopted: _____ Defeated: _____

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 172

By: Mayor Perciak and All Members of Council

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO MAKE PAYMENTS FOR PREVENTATIVE MAINTENANCE SERVICES AND EMERGENCY REPAIR SERVICES FOR THE HVAC SYSTEMS AT THE CITY'S WALTER F. EHRNFELT RECREATION & SENIOR CENTER AND POLICE DEPARTMENT BUILDINGS, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.

WHEREAS, by and through Ordinance No. 2015-136, Council authorized the City's Recreation & Senior Center entering into an ongoing annual maintenance contract with The K Company, Inc. for repair services and parts, in order to maintain the HVAC system in proper working condition for the health, safety and welfare of employees and invitees to the Center; and

WHEREAS, in addition, the Police Department utilizes the services of The K Company for maintenance services and various emergency repair situations; and

WHEREAS, since the K Company possesses the familiarity with existing HVAC equipment in these City buildings, and the expertise to promptly and properly make any necessary repairs and undertake required maintenance, it is important to continue to utilize their services; and

WHEREAS, therefore, the Recreation & Senior Services Department and Police Department will continue to require such preventative maintenance and emergency repair services and related items for HVAC systems on an ongoing basis for the remainder of 2017.

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 Recreation & Senior Services and Police Department of the City of Strongsville, in that it has become immediately necessary to continue the ongoing annual maintenance contract for the Recreation & Senior Center building, and make purchases for emergency repair services and related items, without public bidding, with **THE K COMPANY, INC.**, in order to provide for the proper operation of the HVAC systems at the Walter F. Ehrnfelt Recreation & Senior Center and Police Department buildings, to protect the property of the City and health, safety and welfare of its employees, guests and invitees, and to conserve public funds.

Section 2. That, for the reasons aforesaid, this Council hereby approves, and authorizes the Mayor and Director of Finance to remit payment to **THE K COMPANY, INC.**, without public bidding, for the preventative maintenance contract and emergency repair items, as reflected on the invoices attached as Exhibits A and B, and incorporated herein, in the amount of \$5,390.00.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 172

Page 2

Section 3. That this Council also hereby approves and authorizes future additional purchases from **THE K COMPANY, INC.**, for maintenance and repair services and related items for the HVAC systems at the Walter F. Ehrnfelt Recreation & Senior Center and Police Department, without public bidding, in a total additional amount not to exceed \$5,700.00 through December 31, 2017.

Section 4. That the funds for the purposes of this Ordinance have been appropriated and shall be paid from the General Fund and Multi-Purpose Complex Fund.

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

Section 6. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to provide for the continuity of services, operation, and maintenance of the City's Department of Recreation & Senior Services and Police Department buildings, 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: _____

Yea

Nay

Attest: _____

Clerk of Council

Carbone	_____	_____
Daymut	_____	_____
DeMio	_____	_____
Dooner	_____	_____
Schonhut	_____	_____
Short	_____	_____
Southworth	_____	_____

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INVOICE

COPY



Service Not Excuses

Equal Opportunity Employer

2234 S. Arlington Rd Akron, OH 44319 330-773-5125 Fax 330-773-2962

Bill To:

STRONGSVILLE RECREATION CENTER
18100 ROYALTON ROAD
STRONGSVILLE, OH 44136-

Location:

STRONGSVILLE RECREATION CENTER
18100 ROYALTON ROAD
STRONGSVILLE, OH 44136-
Mark Hartze

Date 09/01/2017

Invoice # 052939

Customer # STRONG

Page # 1

DECTRON PREVENTATIVE MAINTENANCE CONTRACT BILLING FOR QUARTERLY PERIOD SEPTEMBER, 2017

Contract	3540.00
Invoice Total	<u>✓</u> 3540.00

Any account which is thirty days or more past due from date of invoice, may be subject to a monthly 1.5 % late charge

28842.00
695
143451-5588

EXHIBIT A

PROPOSAL

COPY

*Service Not Excuses***To:**

STRONGSVILLE RECREATION CENTER
18100 ROYALTON ROAD
STRONGSVILLE, OH 44136-

Job Name/Location:

STRONGSVILLE REC CTR-WARRANTY COMPRESSOR
18100 ROYALTON ROAD
Mark Hartz
STRONGSVILLE, OH 44136-

Date 09/15/17
Customer # STRONG

Proposal # X26244S
Page # 1

DECTRON : POOL DEHUMIDIFIER : MODEL# DS-562-43 : SERIAL# 13567

During a recent service call for refrigerant oil leaking in the above unit, our technician found the compressor in the above unit needs to be replaced. The compressor will be covered under warranty; however, the labor, filter driers and refrigerant will not be covered.

****NOTE** Refrigerant is not included in this proposal. We will bill the refrigerant by the pound as needed.**

Pricing includes all parts and labor to complete the job as specified above. Does not include service call charges. To approve, please sign and fax to: 330-773-2962 or email to: sharonhaydu@thekcompany.com

Thank you,

A handwritten signature in black ink that reads "Sharon Haydu".

We Propose to furnish material and labor in accordance with the above specifications, for the sum of:

****ONE THOUSAND EIGHT HUNDRED FIFTY DOLLARS AND 0.0 CENT(S)** 1,850.00 Dollars

Payment To Be Made As Follows:

NET 30 DAYS

This proposal is good for: 30 Days

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date Of Acceptance _____

Print Name _____

**THE K COMPANY, INC.
Equal Opportunity Employer**

EXHIBIT B