



City of Strongsville

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

City Council

Michael J. Daymut
Ward 1

Matthew A. 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

February 1, 2018

MEETING NOTICE

City Council has scheduled the following meetings for **Monday, February 5, 2018**, 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. **Planning, Zoning and Engineering Committee** will meet to discuss Ordinance No. 2018-005.

Public Safety and Health Committee will meet to discuss Ordinance No. 2018-009.

Public Service and Conservation Committee will meet to discuss Ordinance No. 2018-010 and Resolution No. 2018-011.

Recreation and Community Services Committee will meet to discuss Ordinance No. 2018-012.

Building and Utilities Committee will meet to discuss Ordinance No. 2018-013.

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

Committee of the Whole will meet to discuss Ordinance No(s). 2018-014 and 2018-015.

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, FEBRUARY 5, 2018 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 – January 16, 2018*
 - *Special Council Meeting – January 23, 2018*
6. APPOINTMENTS, CONFIRMATIONS, AWARDS AND RECOGNITION:
 - *Ceremonial Oath of Office administered to Annmarie P. Roff as Ward 2 Councilwoman to fill the unexpired vacancy effective January 23, 2018 and expiring December 31, 2019.*
 - *Ceremonial Oath of Office administered to Kelly A. Kosek as Ward 3 Councilwoman to fill the unexpired vacancy effective January 23, 2018 and expiring December 31, 2019.*
7. REPORTS OF COUNCIL COMMITTEE:
 - SCHOOL BOARD –
 - 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 –
 - COMMITTEE-OF-THE-WHOLE –

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. 2018-005 by Mayor Perciak and Mr. Daymut. AN ORDINANCE AMENDING SECTION 1270.05 OF CHAPTER 1270 OF TITLE SIX OF PART TWELVE OF THE PLANNING AND ZONING CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE CONCERNING PARKING REQUIREMENTS, AND DECLARING AN EMERGENCY. *First reading and referred to Planning Commission 01/16/18. Favorable recommendation by the Planning Commission 01/25/18.*
- Ordinance No. 2018-009 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A THIRD AMENDMENT TO THE AGREEMENT FOR PUBLIC SAFETY DISPATCH SERVICES BETWEEN THE CITY OF STRONGSVILLE AND THE CITY OF BEREA, IN CONNECTION WITH AN ADJUSTMENT OF FEES RETROACTIVE TO JANUARY 1, 2018, AND DECLARING AN EMERGENCY.
- Ordinance No. 2018-010 by Mayor Perciak and All Members of Council. AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH A RECYCLING COMPANY FOR CURBSIDE COLLECTION OF SOFT RECYCLABLES IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Resolution No. 2018-011 by Mayor Perciak and All Members of Council. A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS FOR THE PAVEMENT RECONSTRUCTION PROGRAM FOR 2018 IN THE CITY OF STRONGSVILLE.
- Ordinance No. 2018-012 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE PURCHASE OF YOUTH SPORTS WEARING APPAREL FOR USE BY THE RECREATION DEPARTMENT OF THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Ordinance No. 2018-013 by Mayor Perciak and All Members of Council. AN ORDINANCE AMENDING SECTION 1420.02 OF CHAPTER 1420 OF TITLE FOUR OF PART FOURTEEN OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE TO UPDATE BUILDING DEPARTMENT FEES; AND DECLARING AN EMERGENCY.

- Ordinance No. 2018-014 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A GRANT AGREEMENT WITH THE NORTHEAST OHIO PUBLIC ENERGY COUNCIL (NOPEC, INC.) FOR FINANCIAL ASSISTANCE IN CONNECTION WITH THE “NOPEC ENERGIZED COMMUNITY GRANT” PROGRAM TO IMPLEMENT ENERGY EFFICIENCY/ENERGY INFRASTRUCTURE PROJECTS, AND DECLARING AN EMERGENCY.
- Resolution No. 2018-015 by Mayor Perciak and All Members of Council. A RESOLUTION APPROVING THE APPLICATION OF HANDLE HILLS FARM, LLC TO PLACE LAND IN AN AGRICULTURAL DISTRICT.

11. COMMUNICATIONS, PETITIONS AND CLAIMS:

- Application for Permit: TRFL-C1-C2-D6: To: Shenouda Hanna Inc.; DBA: Gills Beverage & Deli, 11654 Pearl Road, Strongsville, Ohio 44149 (Responses must be postmarked no later than 2/05/2018).

12. MISCELLANEOUS BUSINESS:

13. ADJOURNMENT:

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2018 – 005

By: Mayor Perciak and Mr. Daymut

AN ORDINANCE AMENDING SECTION 1270.05 OF CHAPTER 1270 OF TITLE SIX OF PART TWELVE OF THE PLANNING AND ZONING CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE CONCERNING PARKING REQUIREMENTS, 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 Section 1270.05 of Chapter 1270 of Title Six of Part Twelve of the Planning and Zoning Code of the Codified Ordinances of the City of Strongsville is hereby amended in order that Section 1270.05 shall read in its entirety as follows

**CHAPTER 1270
Off-Street Parking and Loading**

* * *

1270.05 SCHEDULE OF PARKING REQUIREMENTS.

Accessory off-street parking facilities shall be provided in quantities not less than set forth in the following schedule:

	Building Use	Minimum Spaces Required
(a)	Residential	
	(1) One-family dwellings	2 per dwelling unit
	(2) Two-family dwellings	2 per dwelling unit
	(3) Townhouse cluster*	2 per dwelling unit
	(4) Multi-family /Apartment*	2-1/2 per dwelling unit
	(5) Rented rooms	1 per rented room, plus 2 for each resident family
	(6) Hotels, motels, tourist home	1 per guest room, plus 1 for each employee
	*Additional guest off-street parking may be required as determined by the Planning Commission.	
(b)	Community Facilities	
	(1) Governmental: Municipal, County, State and Federal buildings, principally administrative functions	1 per 300 sq. ft. of floor area used by the public, plus 1 for each 2 employees
	(2) Civic: Art galleries, libraries, museums, churches, club and community centers	1 per 500 sq. ft. (*)

(3) Educational: Primary and secondary public; private schools	1 per 1,000 sq. ft. (*)
(4) Places of assembly: Auditoriums, lodge halls, gymnasiums and stadiums	1 per 4 seats
(5) Health and welfare:	
A. General and special hospitals	1 per 500 sq. ft.
B. Institutions for children and for aged, nursing homes, sanitariums	1 per bed or dwelling unit plus 1 per 1,000 sq. ft. of administrative space
C. Medical centers	7 per 1,000 sq. ft. of gross floor areas
(6) Recreation: Skating rink, swimming pools	1 per 50 sq. ft. of area devoted to the activity or 1 per 2 members
*For the assembly parts of the building, one space per each four seats, or one space for each forty-eight square feet of assembly floor area, shall be added.	
(c) Business and Offices	
(1) Retail stores, services and offices other than community and regional shopping centers, as defined in Section 1258.15:	
A. Without food services	4.5 spaces per 1,000 sq. ft. of gross building floor area
B. With food services	4.5 spaces per 1,000 sq. ft. of gross building floor area used for retail uses. plus 10 spaces per 1,000 sq. ft. of gross building floor area Parking for food service uses shall be provided in accordance with Subsections (4) and/or (5) hereof.
(2) Community and regional shopping centers, as defined in Section 1258.15	5 spaces per 1,000 sq. ft. of gross leasable retail area (GLRA) Gross leasable retail area is the total floor area designed for tenant occupancy and exclusive use, including basements, mezzanines and upper floors, if any, expressed in square feet, measured from center lines of joint partitions and the exterior of outside walls. This does not include office buildings in which medical, dental, research and other kinds of special organizations are housed. It does include banks and other similar activities which may be part of a shopping center. Parking for office space usage at or immediately adjacent to community and regional shopping centers shall be provided at the rate of 2.5 spaces for each 1,000 sq. ft. of office floor area.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2018 - 005

(3) Hotels, motels, tourist home Free-standing drive-in restaurant	1 per guest room, plus 1 for each employee 36 spaces per 1,000 sq. ft. of gross floor area
(4) Free-standing carry-out restaurant without seating	12 10 spaces per 1,000 sq. ft. of gross floor area
(5) Free-standing sit-down restaurant	18 spaces per 1,000 sq. ft. of gross floor area 1 space for every 2 interior seats plus 1 space for every 4 outdoor or patio seats
(6) Food stores	5 per 1,000 sq. ft. of gross floor area
(7) Offices:	
A. Medical and dental	1 per 200 sq. ft.
B. Other; first floor and above	1 per 250 sq. ft.
(8) Mortuaries	40 plus 1 space per 200 sq. ft.
(9) Places of assembly, theaters, halls, arenas	1 per 4 seats
(10) Commercial recreation:	
A. Open commercial amusement	1 per 500 sq. ft.
B. Bowling alleys	7 per 1,000 sq. ft. of gross floor area
C. Indoor tennis facility	5-1/2 spaces per court
(d) Service and Manufacturing	
(1) Wholesale, distribution, laboratories, general services, machine shops and similar establishments	1 per employee on the two largest successive shifts
(2) Manufacturing plants	1 per employee on the two largest successive shifts
(e) Sexually oriented businesses	18 per 1,000 sq. ft. of gross floor area

(f) For specific buildings or uses not scheduled above, the Planning Commission shall apply the unit of measurement set forth in the above schedule which is deemed to be most similar to the proposed building or use.

~~(Ord. 2007-50. Passed 5-21-07.)~~

* * *

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 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 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 to update the Zoning Code of the City of Strongsville as it relates to parking requirements. Therefore, provided this Ordinance receives

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2018 - 005
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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: January 16, 2018
Second reading: _____
Third reading: _____
Public Hearing: _____

Referred to Planning Commission

January 17, 2018
Favorable recommendation by PC
Approved: January 25, 2018

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
Clerk of Council

ORD. No. 2018-005 Amended: _____
1st Rdg. 01-16-18 Ref: PC/PZE
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE
OFFICE OF THE COUNCIL

MEMORANDUM

TO: Planning Commission
FROM: Aimee Pientka, Clerk of Council
DATE: January 17, 2018
SUBJECT: Referral from Council: Ordinance No. 2018-005

Please be advised that at its regular meeting of January 16, 2018, City Council referred the following Ordinance to the Planning Commission for its report and recommendation thereon:

- Ordinance No. 2018-005 by Mayor Perciak and Mr. Daymut. AN ORDINANCE AMENDING SECTION 1270.05 OF CHAPTER 1270 OF TITLE SIX OF PART TWELVE OF THE PLANNING AND ZONING CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE CONCERNING PARKING REQUIREMENTS, AND DECLARING AN EMERGENCY. *First reading and referred to Planning Commission 01-16-18.*

A copy of this Ordinance is attached for Planning Commission review.

AKP
Attachment

MEMORANDUM

TO: Aimee Pientka, Council Clerk
Neal Jamison, Law Director

FROM: Carol Oprea, Administrative Assistant, Boards & Commissions

SUBJECT: Referrals to Council

DATE: January 26, 2018

Please be advised that at its meeting of January 25, 2018, the Strongsville Planning Commission gave Favorable Recommendation to the following;

ORDINANCE NO. 2018-005:

An Ordinance Amending Section 1270.05 of Chapter 1270 of Title Six of Part Twelve of the Planning and Zoning Code of the Codified Ordinances of the City of Strongsville Concerning Parking Requirements, and Declaring an Emergency.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2018 – 009

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A THIRD AMENDMENT TO THE AGREEMENT FOR PUBLIC SAFETY DISPATCH SERVICES BETWEEN THE CITY OF STRONGSVILLE AND THE CITY OF BEREA, IN CONNECTION WITH AN ADJUSTMENT OF FEES RETROACTIVE TO JANUARY 1, 2018, AND DECLARING AN EMERGENCY.

WHEREAS, through adoption of Ordinance No. 2014-178 on October 20, 2014, the Strongsville City Council authorized an Agreement with the City of Berea for public safety services; and

WHEREAS, through adoption of Ordinance No. 2014-77 on October 20, 2014, the Berea City Council likewise authorized an Agreement with Strongsville for such public safety services; and

WHEREAS, on November 3, 2014, Strongsville and Berea entered into an *Agreement for Public Safety Dispatch Services*, in which Strongsville agreed to dispatch Berea Police Department and Fire Department calls, on a twenty-four (24) hour basis, to authorized personnel of the Berea Police Department and the Berea Fire Department and other public safety resources (such as animal control) generally with regard to emergency and non-emergency incidents, and with communication support and services/systems directly related to the dispatch function, and subject to other specific terms and conditions contained therein; and

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

WHEREAS, thereafter on February 17, 2016, the parties entered into an *Amendment to Agreement* providing for an adjustment to the provision for payment based upon the first year of operations and consistent with the Agreement, and as authorized by Strongsville City Council in Ordinance No. 2016-022; and

WHEREAS, additionally, thereafter on November 21, 2016, the parties entered into a *Second Amendment to Agreement* providing for an adjustment to the provision for payment based upon two (2) years of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2016-220; and

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

WHEREAS, Berea has agreed to such a Third Amendment providing for an increase in fees retroactive to January 1, 2018.

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 Third Amendment to Agreement for Public Safety Dispatch Services between the City of Strongsville, Ohio and the City of Berea, Ohio, providing for an adjustment in the payment of fees to the City of Strongsville for dispatch services for 2018, retroactive to January 1, 2018, at an adjusted rate of \$29,300.00 per month, for a total of \$351,600.00 for the year 2018, in accordance with the terms and conditions set forth in the proposed Third Amendment to Agreement attached hereto as Exhibit "A" and incorporated herein by reference, which in all respects is hereby approved.

Section 2. That any funds received pursuant to this Ordinance shall be deposited into the General Fund, and any expenditures required by the City to effectuate the Agreement have been appropriated for 2018 and shall be paid from the General Fund.

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

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

_____ Approved: _____
 President of Council Mayor

Date Passed: _____ Date Approved: _____

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Daymut	_____	_____
DeMio	_____	_____
Kosek	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

Attest: _____
 Clerk of Council

ORD. No. 2018-009 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

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

THIS THIRD AMENDMENT TO AGREEMENT made at Strongsville, Ohio, this ___ day of _____, 2017, by and between the **CITY OF STRONGSVILLE**, Ohio, hereinafter designated as "Strongsville", and the **CITY OF BEREA**, Ohio, hereinafter designated as "Berea".

WITNESSETH:

WHEREAS, through adoption of Ordinance No. 2014-178 on October 20, 2014, the Strongsville City Council authorized an Agreement with the City of Berea for public safety services; and

WHEREAS, through adoption of Ordinance No. 2014-77 on October 20, 2014, the Berea City Council likewise authorized an Agreement with Strongsville for such public safety services; and

WHEREAS, on November 3, 2014, Strongsville and Berea entered into an *Agreement for Public Safety Dispatch Services*, in which Strongsville agreed to dispatch Berea Police Department and Fire Department calls, on a twenty-four (24) hour basis, to authorized personnel of the Berea Police Department and the Berea Fire Department and other public safety resources (such as animal control) generally with regard to emergency and non-emergency incidents, and with communication support and services/systems directly related to the dispatch function, and subject to other specific terms and conditions contained therein; and

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

WHEREAS, thereafter, on February 17, 2016, the parties entered into an *Amendment to Agreement* providing for an adjustment to the provision for payment based upon the first year and a half of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2016-022; and

WHEREAS, additionally, thereafter on November 21, 2016, the parties entered into a *Second Amendment to Agreement* providing for an adjustment to the provision for payment based upon two (2) years of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2016-220; and

WHEREAS, based upon three (3) years of operations and in accordance with provisions of said Agreement, it is now necessary to amend the provision relating to payment for Dispatch Services.

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

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

* * *

“F. Payment for Dispatch Services: Berea, in consideration of the provision of the Dispatch Services outlined herein, agrees to pay Strongsville the amount of Twenty-Five Thousand Dollars (\$25,000.00) per month by the first (1st) of each month for Dispatch Services provided in that month, for a total annual fee of Three Hundred Thousand Dollars (\$300,000.00) through December 31, 2015. For the period of operation from January 1, 2016 through February 29, 2016, Berea will pay Strongsville at the same rate of Twenty-Five Thousand Dollars (\$25,000.00) per month; and thereafter from March 1, 2016 through December 31, 2016, Berea will pay Strongsville at an increased rate of Twenty-Six Thousand Dollars (\$26,000.00) per month by the first (1st) of each month for Dispatch Services provided in that month, for a total of Three Hundred Ten Thousand Dollars (\$310,000.00) for such second year of operation. For the period of operation from January 1, 2017 through December 31, 2017, Berea will pay Strongsville at an increased rate of pay of Twenty-Seven Thousand Six Hundred Forty-One Dollars (\$27,641.00) per month by the first of each month for Dispatch Services provided in that month, for a total of Three Hundred Thirty-One Thousand Seven Hundred Dollars (\$331,700.00) for such third year of operation. For the period of operation from January 1, 2018 through December 31, 2018, Berea will pay Strongsville at an increased rate of pay of Twenty-Nine Thousand Three Hundred Dollars (\$29,300.00) per month by the first of each month for Dispatch Services provided in that month, for a total of Three Hundred Fifty-One Thousand Six Hundred Dollars (\$351,600.00) for such fourth year of operation.”

* * *

2. This Third Amendment to Agreement amends, modifies and supplements the Agreement effective January 1, 2018 only as specifically set forth herein. All rights and obligations of Strongsville and Berea under the Agreement and all other provisions not specifically amended herein remain unmodified and in full force and effect.

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

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

Signed in the presence of:

Barbara Jones

**CITY OF BERA
("Berea")**

By: Cyril M. Kleem
Cyril M. Kleem, Mayor

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

By: _____
Thomas P. Perciak, Mayor

CERTIFICATE OF FINANCE DIRECTOR

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

1/23/18
Date

Dariusz Kawandel
Finance Director, City of Berea

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

I have hereby reviewed and approved the form of the foregoing Amendment to Agreement this 17 day of January, 2017.

Barbara Jones
Barbara Jones, Law Director

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

I have hereby reviewed and approved the form of the foregoing Amendment to Agreement this ___ day of _____, 2017.

Neal M. Jamison, Law Director

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2018 – 010

By: Mayor Perciak and All Members of Council

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH A RECYCLING COMPANY FOR CURBSIDE COLLECTION OF SOFT RECYCLABLES IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Strongsville is desirous of providing its residents with an alternative for the recycling and disposal of "soft recyclables" to reduce materials taken to and deposited in landfills; and

WHEREAS, soft recyclables means items of an individual weight less than fifty (50) pounds and can be carried by one person, and which may include various items such as men's, women's, children's clothing, as well as items such as jewelry, shoes, purses, hats, toys, small furniture, small appliances, household and consumer electronics, but are not limited to only these items; and

WHEREAS, therefore, the City of Strongsville has learned of a contractor who is able to collect, identify, haul, recycle and/or dispose of such soft recyclables for the City's residents; and

WHEREAS, Great Lakes Recycling, Inc. dba Simple Recycling is a contractor skilled and experienced in the collection and efficient recycling and disposition of soft recyclables; and

WHEREAS, this contractor can provide such services and is in the business of and has the expertise, experience, resources and capability to perform the curbside collecting, identifying, packaging, hauling, recycling and/or disposing of soft recyclables; and

WHEREAS, providing residents of the City of Strongsville an option for disposal of soft recyclables is in the best interest of the City and the environment; and

WHEREAS, consistent with the above, Great Lakes Recycling, Inc. dba Simple Recycling and the City are desirous of entering into an agreement for the curbside collection and efficient recycling and disposition of soft recyclables.

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 approves and authorizes the Mayor entering into an Agreement with **GREAT LAKES RECYCLING, INC. dba SIMPLE RECYCLING**, substantially in the form attached hereto as Exhibit A, for the benefit of the City's residents and the environment.

Section 2. That the City encourages residents to consider participating in the curbside collection of soft recyclables.

Section 3. That any funds remitted to the City as a result of the aforesaid Agreement shall be paid into the General Fund.

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

Section 5. That this Ordinance is hereby declared 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 for the execution of said Agreement in order to proceed with a program for curbside collection of soft recyclables, 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	_____	_____
Kosek	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

Attest: _____
 Clerk of Council

ORD. No. 2018-010 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

 Pub Hrg. _____ Ref: _____
 Adopted: _____ Repealed: _____

This Agreement for the Collection of Soft Recyclables ("Agreement") is made and entered into this ___ day of _____, 20___, (the "Date of Execution") by and between The City of Strongsville a municipal corporation with an address at 16099 Foltz Parkway Strongsville, Ohio 44149 (herein referred to as "Strongsville"), and Great Lakes Recycling, Inc. d/b/a Simple Recycling, an Ohio corporation with a business address at 5425 Naiman Parkway, Solon, OH 44139 (together which with its successors and assigns, herein referred to as "Contractor").

WITNESSETH:

WHEREAS, Contractor is skilled and experienced in the collection and efficient recycling and disposition of Soft Recyclables; and

WHEREAS, Strongsville desires to limit and restrict the quantity of Soft Recyclables which are deposited in the landfill; and

WHEREAS, Strongsville has selected Contractor to collect, identify, haul, recycle and/or dispose of Soft Recyclables in the Strongsville Service Area; and

WHEREAS, Contractor can provide such services and is in the business of and has the expertise, experience, resources and capability to perform the collecting, identifying, packaging, hauling, recycling and/or disposing of Soft Recyclables; and

Now, THEREFORE, in consideration of the premises and material promises set forth below and other consideration the receipt and sufficiency of which is hereby acknowledged by the parties, Contractor and Strongsville (herein collectively called the "Parties") hereby agree as follows:

1. **Term.** This Agreement shall begin upon the Date of Execution and continue for an initial term of four (4) years (the "Initial Term"). At the end of the Initial Term Contractor and Strongsville have the right to renew for an unlimited number of additional four (4) year terms upon mutual agreement (such term an "Extension Term" and collectively, the "Term"). Unless either Party provides written notice to the other Party at least sixty (60) days prior to the end of the Initial Term, the Term shall automatically renew for the Extension Term. During the Term, Contractor shall have the sole and exclusive rights to pick up Soft Recyclables in Strongsville's Service Area through municipal contracted pick up.

2. **Collection Procedures.** During the Term and after the Date of Commencement, Contractor shall collect all acceptable Soft Recyclables set-out for recycling and collection by Residential Customers in approved Containers. The decision of what is an "acceptable" Soft Recyclable shall be made in the sole reasonable discretion of Contractor. However, in no event shall Contractor be required to accept any Excluded Items (excluded items include, but are not limited to the following items: garbage, hazardous waste, carpet, newspapers, mattresses, large furniture, large appliances, yard waste) and in no event shall Contractor provide service to Commercial Customers. Contractor shall not be responsible for collecting Soft Recyclables which have fallen or been placed Curbside but are not in a Container. Contractor agrees to

operate collection vehicles in such a manner to prevent materials from being blown from the vehicle. If at any time during collection and transport, Soft Recyclables are spilled onto a street, sidewalk, or private property, Contractor shall clean up and place in the collection vehicle all Soft Recyclables before the vehicle proceeds to the next stop on the collection route or shall promptly make all other reasonably necessary arrangements for the immediate clean-up of spilled Soft Recyclables. Contractor agrees to remove and dispose of all Soft Recyclables at no cost to Strongsville.

3. **Ownership.** Soft Recyclables set out for collection on the regularly scheduled collection day shall belong to Contractor from the time of its set-out. Soft Recyclables physically collected by Contractor shall be deemed acceptable Soft Recyclables for the purposes of its obligations under this Agreement.

4. **Set Out Procedures.** Residents shall place Soft Recyclables into Containers and place Containers at Curbside for collection. Overflow material shall be placed adjacent to the Container(s) in plastic bags or other easily handled container. Soft Recyclables shall not be set out in tied bundles. Contractor must collect all Soft Recyclables that are set out in this manner and are placed within seven (7) feet of the Curbside. Containers shall be placed in a manner that will not interfere with or endanger the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Containers shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any Soft Recyclables not set out in accordance with this paragraph.

5. **Contamination and Improper Set Out.** If Contractor encounters any improperly packaged Soft Recyclables or other contaminants in the Container, Contractor may leave those materials in the Container or remove them from the Container and leave them Curbside. Contractor must place a tag on the contaminant(s) that is not collected, collect the acceptable items, and leave contaminants at Curbside.

6. **Collection Schedule.** Contractor shall divide the Service Area into collection areas to coincide with Strongsville's collection dates. Collections shall be made from Service Recipients on a regular schedule in accordance with the existing Strongsville recycling pickup schedule; however, Contractor reserves the right to alter the frequency of the scheduled pickups on an as needed basis.

Contractor shall not be required to perform any service under this Agreement on Holidays. Contractor may interrupt the regular schedule and quality of service because of street repairs, snow or other closures of public routes, which in Contractor's sole reasonable discretion makes the pick-up of the Soft Recyclables from a Service Recipient impracticable under the circumstances.

7. **Missed Collections and Complaints.** Service Recipients shall be instructed by Strongsville to report missed collections and complaints to Contractor. The Program Brochure and other program information shall include contact information for the Contractor to facilitate communication from Service Recipients. Contractor shall give prompt and courteous attention to all reported missed collections and complaints.

8. **Inventory of Containers.** During the term of this Agreement, Contractor shall purchase (at its sole cost) and maintain an inventory of acceptable and approved Containers for

distribution to Service Recipients. Prior to commencement of service under this Agreement, Contractor shall provide new Containers to each Service Recipient. Containers shall initially be delivered to Service Recipients with an informational brochure on the recycling collection program described herein that is produced and printed by the contractor and approved by Strongsville, which approval shall not be unreasonably withheld (the "Program Brochure").

9. Contractor's Fee. Contractor shall pay to Strongsville a contract fee of One Cent (\$0.01) per pound of gross receipts of Soft Recyclables in the Strongsville portion of the Service Area. Payments shall be made to Strongsville not more than thirty (30) days following the close of each calendar month during the term of this Agreement. Weight shall be collected and documented upon completion of each collection day. Under no circumstance will Strongsville, its residents or Service Recipients incur any fees, charges or assessments to the Contractor for Contractor's delivery of services under this Agreement.

10. Public Information and Education Program. Strongsville shall provide public information in the normal course to inform Service Recipients of this recycling program. The content and timing of Strongsville public information shall be coordinate with and approved by Contractor. Contractor may prepare and distribute its own promotional materials subject to Strongsville approval, which approval shall not be unreasonably withheld. Contractor shall participate in Strongsville directed promotion and education efforts as outlined below:

- a. During the course of the routine recycling pick up, provide and distribute notices regarding rejected materials and proper set out procedures.
- b. Training of employees to deal courteously with customers on the telephone and on-route to promote the collection service and explain proper material preparation.
- c. Coordinate with Strongsville for distribution of written promotional and instructional materials directly to Service Recipients.
- d. Provide advice to Strongsville on promotion and education material content and presentation.

11. Telephone and Customer Service. Contractor shall maintain and staff a local toll-free telephone number where complaints of Service Recipients shall be received, recorded and handled by Contractor, between the hours of 9:00 AM and 4:30 PM Monday through Friday, excluding Holidays. Typically, all "call backs" shall be attempted a minimum of one time prior to 6:00 p.m. on the day of the call.

12. Marketing and Disposition of Recyclable Material. Contractor shall be solely responsible for the marketing and sale of collected Soft Recyclables, and shall be solely responsible for the storage and disposition of the Soft Recyclables in the event it is unable to sell the Soft Recyclables in a timely manner.

13. Insurance. During the term of this Agreement Contractor agrees to keep in force, with an insurance company licensed to transact business in the state of Ohio, an "occurrence basis" insurance policy or policies indemnifying, defending and saving harmless Strongsville from all damages (except for damages caused by Strongsville's own negligence, willful misconduct or failure) which may be occasioned to any person, firm, or corporation, whether

damages are by reason of any willful or negligent act or acts on part of Contractor, its agents or employees, with limits no less than:

a. General Liability: One Million and no/100 Dollars (\$1,000,000.00) combined single limit per occurrence for bodily injury, personal injury, and property damage.

b. Vehicle Liability: Two Million and no/100 Dollars (\$2,000,000.00) combined single limit per accident for bodily injury and property damage.

c. Worker's Compensation/Industrial Insurance: Limits as required by the State of Ohio.

The general liability provisions in automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- (i) Strongsville, its officers, officials, employees, and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied, or used by Contractor; or automobiles owned, leased, hired, or borrowed by Contractor.
- (ii) Contractor's insurance coverage shall be primary insurance as Strongsville, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Strongsville, its officers, officials, employees, or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.
- (iii) Any failure to comply with reporting provisions of the policy shall not affect coverage provided to Strongsville, its officers, officials, employees, or volunteers.
- (iv) Contractor's insurance shall apply separate to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (v) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, nor reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to TOWN.

14. **Taxes.** Contractor agrees to save Strongsville harmless from any and all taxes or assessments of any kind or nature levied by any political subdivision upon Contractor by reason of services rendered for Soft Recyclables and disposal for Strongsville.

15. **Employee Conduct.** All Contractor personnel must maintain a courteous and respectful attitude toward the public at all times. At no time may they solicit, request or receive gratuities of any kind. Contractor must direct its employees to avoid loud and/or profane language at all times during the performance of duties. Any employee of Contractor who engages in misconduct or is incompetent or negligent in the proper performance of duties or is disorderly, dishonest, intoxicated, or discourteous must be removed from service under this contract by Contractor.

16. **Monthly Reports.** Contractor shall provide monthly project status reports. These reports will be due within fifteen (15) days of the close of the month being reported. At a minimum, the reports shall include detailed data to allow analysis of collection and processing efficiencies including pounds of Soft Recyclables collected in the prior month and the payment of the required fee to Strongsville.

17. **Inspections.** Upon reasonable advanced request to Contractor, Strongsville may inspect the facilities, equipment and operations of Contractor to assure itself of the appearance and compliance with provisions of this Agreement. Upon reasonable advance request,

Strongsville may review the records kept on the Soft Recyclables collected under the terms of this Agreement to test and validate the weights claimed. Strongsville agrees to notify Contractor, in writing, at least forty-eight (48) hours prior to any such inspection.

18. Meetings and Communications. In order to minimize misunderstanding and to provide thereafter a forum for discussing and resolving any issues that may arise, the parties agree to meet on a regular basis and hereby adopt communications procedures as follows:

Meetings After Collection Begins. After Collections begin, meetings shall be held no less frequently than a quarterly basis, unless otherwise mutually agreed, between representatives of the parties. Such meetings will be held for the purpose of reviewing and discussing day-to-day operations, promotion, public information and public relations.

Designation of Representatives. Each party shall send at least one representative to each meeting. Strongsville shall send to each meeting at least one staff member with operation expertise. Each party shall designate one, and only one, representative as its Lead Representative. If a party sends only one representative to any meeting, that person shall be conclusively presumed to be its Lead Representative.

19. Compliance with Laws and Regulations. Contractor agrees that, in performance of work and services under this contract, Contractor will qualify under and comply with any and all applicable federal, State and local laws and regulations now in effect, or hereafter enacted during the Term, which are applicable to Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

20. Termination and Breach. In the event of a breach of the terms and conditions of this Agreement by either Party hereunder, the non-breaching Party may elect to terminate this Agreement by providing the defaulting Party with a written notice of such default, and allowing the breaching Party a period of thirty (30) days from and after the date of such notice to cure the breach complained of to the satisfaction of the non-breaching Party. In the event said breach is not cured within the thirty (30) day period, this Agreement shall be terminated (for-cause) as of the last day of the period. In the event Strongsville is the non-defaulting party, Contractor agrees to furnish services under this Agreement until such time as another Soft Recyclables collection and disposal contractor can be selected by Strongsville.

21. Severability. Should one or more of the provisions of this Agreement be held by any court to be invalid, void or unenforceable, the remaining provisions shall nevertheless remain and continue in full force and effect, provided that the continuation of such remaining provisions does not materially change the original intent of this Agreement.

22. Independent Contractor Status. In the performance of services pursuant to this Agreement, Contractor shall be an independent contractor and not an officer, agent, servant or employee of Strongsville. Contractor shall have exclusive control over the details of the service and work performed and over all persons performing such service and work. Contractor shall be solely responsible for the acts and omissions of its officers, agents, employees, Contractors and subcontractors, if any. Neither Contractor nor its officers, agents, employees or subcontractors shall obtain any right to retirement benefits, Workers' Compensation benefits, or any other

benefits which accrue to Strongsville employees and Contractor expressly waives and claim it may have or acquire to such benefits.

23. **No Assignment.** This Agreement, or any interest herein, shall not be transferred, sold, nor assigned by the Strongsville to any person, firm, or corporation, without the prior written consent of the Contractor.

24. **Definitions.**

a. Commercial Customer: The term "Commercial Customer" means non-residential customers, including businesses, public or private schools, institutions, governmental agencies and all other users of commercial-type Garbage collection services.

b. Container: The term "Container" means a bag, supplied by Contractor for use by the Residential Customer to set out Soft Recyclables.

c. Curb or Curbside: The words "Curb" or "Curbside" relate to the homeowners' property, within five (5) feet of the Public Street or Private Road without blocking sidewalks, driveways or on-street parking. If circumstances preclude, a Curbside shall be considered a placement suitable to the resident, convenient to Contractor's equipment, and mutually agreed to by Strongsville and Contractor.

d. Excluded Items: The term "Excluded Items" means Garbage, Hazardous Waste, large furniture, large appliances such as refrigerators, stoves, washers and dryers, magazines, newspapers, car seats, cribs, mattresses, paint, tires, cleaners, etc. and any item heavier than fifty (50) pounds.

e. Garbage: The term "Garbage" means all putrescible and non-putrescible solid and semi-solid wastes, including, but not limited to, rubbish, ashes, industrial wastes, grass, yard debris, leaves, swill, demolition and construction wastes, dead animals piles of debris, car parts, construction or demolition debris, any item that would be considered Hazardous Waste, or stumps.

f. Hazardous Waste: The term "Hazardous Waste" means any hazardous, toxic or dangerous waste, substance or material, or contaminant, pollutant or chemical, known or unknown, defined or identified as such in any existing or future local, state or federal law, statute, code, ordinance, rule, regulation, guideline, decree or order relating to human health or the environment or environmental conditions, including but not limited to any substance that is defined as hazardous by 40 C.F.R. Part 261 and regulated as hazardous waste by the United States Environmental Protection Agency under Subtitle C of the Resource Conservation and Recovery Act ("RCRA") of 1976, 42 U.S.C. § 6901 et seq.; as amended by the Hazardous and Solid Waste Amendments ("HSWA") of 1984; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; or any other federal statute or regulation governing the treatment, storage, handling or disposal of waste imposing special handling or disposal requirements similar to those required by Subtitle C of RCRA or any Ohio statute or regulation governing the treatment, storage, handling or disposal of wastes and imposing special handling requirements similar to those required by federal law.

g. Holiday: The term "Holiday" means the following days: New Year's Day, Martin Luther King's Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day, unless otherwise specified by Strongsville's recycling holiday schedule.

h. Residential Customer: The term "Residential Customer" means and individual or individuals residing in a living space rented, leased or owned.

i. Service Area: The Service Area will encompass all of Strongsville's curbside, residential trash and recycling collection area, as it may be amended from time to time.

j. Service Recipients: The term "Service Recipients" means Residential Customers of TOWN in the Service Area.

k. Soft Recyclable: The term "Soft Recyclable" means items of an individual weight less than fifty (50) pounds and can be carried by one person. Soft Recyclables include primarily men's, women's and children's clothing as well as items such as jewelry, shoes, purses, hats, toys, pictures, mirrors, blankets, drapes and curtains, pillows, rags, sewing scraps, sleeping bags, small furniture, small appliances, irons, radios and audio equipment, TVs and video equipment, cameras, lamps, hairdryers, tools, toasters, microwaves, coffee makers, computers and household or consumer electronics, silverware, dishes, pots and pans, glasses and the like. The definition of Soft Recyclable is subject to modification in the discretion of Contractor based upon experience gained during the term of this Agreement.

25. Additional Services. The Contractor shall establish a drop-box for Soft Recyclables at the Strongsville's recycling drop-off facility. The type of drop-box shall be approved by the Contractor, with the appearance subject to the mutual agreement of the Parties to this Agreement. The drop-box shall be viewed by the Contractor no less frequently than every week and shall be emptied of its contents on a schedule determined by the Contractor, but with sufficient frequency to avoid creating an unseemly appearance.

26. Service Modifications. To avoid confusion with Strongsville's existing collector for trash and recycling, the Parties agree that the Contractor will not collect any material set outside of the Container, such as small furniture, small appliances, televisions and other items which do not fit into the Container. The Contractor and Strongsville agree to discuss this service modification at the quarterly meetings set forth under Section 20 herein, with a goal of allowing the Contractor to collect and recycle these materials for Strongsville as soon as practicable.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the Date of Execution first written above.

City of Strongsville

By: _____
Its: Thomas P. Perciak, Mayor

Great Lakes Recycling, Inc. d/b/a Simple
Recycling

By: _____
Adam Winfield, President

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2018 – 011

By: Mayor Perciak and All Members of Council

A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS FOR THE PAVEMENT RECONSTRUCTION PROGRAM FOR 2018 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 Pavement Reconstruction Program for 2018, consisting of removal and replacement of concrete pavement, catch basin reconstruction, and replacement of curbs and ramps, in accordance with specifications and bid documents on file in the office of the City Engineer, 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 and the Motor Vehicle License 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	_____	_____
Kosek	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

Attest: _____
Clerk of Council

RES.
ORD. No. 2018-011 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2018 – 012

By: Mayor Perciak and All Members of Council

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

WHEREAS, the City has advertised and received bids for the purchase of various youth sports wearing apparel for use by the Recreation Department of the City of Strongsville during 2018; and

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

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

Section 1. That this Council hereby finds and determines that the bid submitted by **ADLER TEAM SPORTS** for the purchase of various caps, visors, shirts, pants and shorts, for use by the Recreation Department of the City of Strongsville, and in the unit prices to be paid for each item set forth on the Bid Response Form attached hereto as Exhibit A and incorporated herein by reference, meets the specifications on file in the office of the Director of Recreation & Senior Services; is in compliance with the applicable requirements for bidding and contracts established by the laws of the City and the State; and is the lowest and best bid for the proposed contract. All other bids for such contract are hereby rejected.

Section 2. That the Mayor be and is hereby authorized and directed to enter into a contract with the aforesaid lowest and best bidder for the purchase of the specified youth sports wearing apparel in accordance with the specifications on file in the office of the Director of Recreation & Senior Services, and for the sums submitted as unit prices in such bid, but in a total amount not to exceed \$44,082.31, and all in a form to be approved by the Law Director.

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

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

Section 5. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to purchase said materials in order to provide for the continuity of services and operation of the Department of Recreation and Senior Services, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2018 - 012
Page 2

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	_____	_____
Kosek	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

Attest: _____
 Clerk of Council

ORD. No. 2018-012. Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

BID RESPONSE FORM

Bidder: Please indicate individual costs of the items specified and a Total Bid Cost. The City will select one successful bidder based on the lowest and best Total Bid Cost premised upon the estimated quantities which have been provided (not on pricing of individual items). All pricing to be in U.S. dollars.

Note: The actual quantities ordered may somewhat vary from estimates. Any increase or decrease in quantities will be charged or credited at the various unit costs.

Equipment or Material	Manufacturer or Supplier

A. BASEBALL CAPS

Brand Name: Outdoor Cap Company or equivalent

Model Number: GL-271 or equivalent

Notes: Velcro back, no mesh, blank with no screen

Sizes and Quantity:	Youth:	<u>725</u>	X	Unit Cost:	<u>2.24</u>	=	Total Cost:	<u>1624.⁰⁰</u>
	Adult:	<u>675</u>	X	Unit Cost:	<u>2.24</u>	=	Total Cost:	<u>1512.⁰⁰</u>

B. SOFTBALL VISORS

Brand Name: Alleson equivalent

Notes: Velcro back, blank with no screen

Sizes and Quantity:	Youth:	<u>225</u>	X	Unit Cost:	<u>2.24</u>	=	Total Cost:	<u>504.⁰⁰</u>
	Adult:	<u>175</u>	X	Unit Cost:	<u>2.24</u>	=	Total Cost:	<u>392.⁰⁰</u>

C. T-SHIRTS

Material: 100% Polyester (self-wicking or dry-fit)

Brand Name: A4, YKM or equivalent

Sizes to Bid: Youth (Small-Large) and Adult (Small-X-Lg)

Sizes and Quantity:

1) Baseball	Youth:	<u>615</u>	X	Unit Cost:	<u>5.54</u>	=	Total Cost:	<u>3419.⁴⁰</u>
	Adult:	<u>800</u>	X	Unit Cost:	<u>5.56</u>	=	Total Cost:	<u>4448.⁰⁰</u>
	XXL/XXXL:	<u>45</u>	X	Unit Cost:	<u>6.56</u>	=	Total Cost:	<u>295.20</u>
2) Basketball	Youth:	<u>400</u>	X	Unit Cost:	<u>6.96</u>	=	Total Cost:	<u>2784.⁰⁰</u>
	Adult:	<u>1,300</u>	X	Unit Cost:	<u>6.96</u>	=	Total Cost:	<u>9048.⁰⁰</u>
	XXL/XXXL:	<u>50</u>	X	Unit Cost:	<u>7.96</u>	=	Total Cost:	<u>398.⁰⁰</u>
3) Coach	Adult:	<u>500</u>	X	Unit Cost:	<u>4.86</u>	=	Total Cost:	<u>2430.⁰⁰</u>
	XXL/XXXL:	<u>200</u>	X	Unit Cost:	<u>5.89</u>	=	Total Cost:	<u>1178.⁰⁰</u>
4) Champion	Adult:	<u>1,100</u>	X	Unit Cost:	<u>4.80</u>	=	Total Cost:	<u>5280.⁰⁰</u>
	XXL/XXXL:	<u>400</u>	X	Unit Cost:	<u>5.89</u>	=	Total Cost:	<u>2356.⁰⁰</u>

Screening Requests:

- 1) Baseball Shirt – Logo with individual Sponsor name incorporated on front and 6" number on back.
- 2) Basketball Shirt – Logo with Sponsor name incorporated on front. 6" number on front and back. Team sponsor on back.
- 3) Coach Shirt – Logo with Sponsor name and Coach name incorporated.
- 4) Champion Shirt – Logo on front. Logo is unique to each sport, league and season.

D. BASEBALL UNIFORM PANTS

Material: 100% Polyester
Brand Name: Riddell or equivalent
Features: 2 inch elastic waistband with drawstring,
Back patch pocket
NO fly
Double Knees
Color: White or Gray

Sizes to Bid: Youth (Small-Large) and Adult (Small – XL)

Sizes and Quantity:	Youth:	<u>725</u>	X	Unit Cost:	<u>4.38</u>	=	Total Cost:	<u>3,175.50</u>
	Adult:	<u>250</u>	X	Unit Cost:	<u>5.48</u>	=	Total Cost:	<u>1,370.00</u>
	XXL/XXXL:	<u>7</u>	X	Unit Cost:	<u>6.58</u>	=	Total Cost:	<u>46.06</u>

E. SOFTBALL UNIFORM SHORTS

Material: 100% Polyester
Brand Name: A4 or equivalent
Features: Double lined
Color: Black
Sizes to Bid: Youth (Small-Large: 6" inseam)
Adult (Small-XLarge: 7" inseam)

Sizes and Quantity:	Youth:	<u>230</u>	X	Unit Cost:	<u>4.64</u>	=	Total Cost:	<u>1,067.20</u>
	Adult:	<u>50</u>	X	Unit Cost:	<u>5.09</u>	=	Total Cost:	<u>254.50</u>
	XXL/XXXL:	<u>5</u>	X	Unit Cost:	<u>5.39</u>	=	Total Cost:	<u>26.95</u>

F. VOLLEYBALL LEAGUE SHIRTS

Material: 50/50 Cotton/Polyester
Brand Name: Eagle or equivalent
Features: Sleeveless
Color: Multiple
Sizes to Bid: Youth (Small-Large) and Adult (Small-XLarge)

Sizes and Quantity:	Youth:	<u>50</u>	X	Unit Cost:	<u>8.79</u>	=	Total Cost:	<u>439.50</u>
	Adult:	<u>200</u>	X	Unit Cost:	<u>9.84</u>	=	Total Cost:	<u>1,968.00</u>

Screening Request:

Logo with Sponsor name on Front, 6" number on back

TOTAL 2018 BID COST (Combination of Total Costs per Item): \$ 44,082.31

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2018 – 013

By: Mayor Perciak and All Members of Council

AN ORDINANCE AMENDING SECTION 1420.02 OF CHAPTER 1420 OF TITLE FOUR OF PART FOURTEEN OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE TO UPDATE BUILDING DEPARTMENT FEES; 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 existing Section 1420.02 of Chapter 1420 of Title Four of Part Fourteen of the Codified Ordinances of the City of Strongsville be and is hereby amended to read in its entirety as follows:

**CHAPTER 1420
Fees**

* * *

1420.02 BUILDING AND ENGINEERING PLAN EXAMINATION, PERMIT AND INSPECTION FEES.

The following fees shall be paid by the applicant for the occupancies and items listed below at the time an application is made and/or at the time such fees are determined, but in any event no later than at the time of issuance of the permit:

Table 1420.02.1 - RESIDENTIAL			
RESIDENTIAL 1, 2 & 3 FAMILY DWELLING PERMIT FEES _{a, b, c, d, e, f}			
	New 1, 2 & 3 Family _a	ADDITIONS _a	ALTERATIONS _a
Building Permit	$GA \times SFCT = PF \text{ }_a$	$GA \times SFCT \times (50\%) = PF \text{ }_a$	$GA \times SFCT \times (50\%) = PF \text{ }_a$
Electrical Permit	12% x PF	12% x PF	\$ 100.00
HVAC Permit	12% x PF	12% x PF	\$ 100.00
Plumbing Permit	12% x PF	12% x PF	\$ 100.00
1 % State Tax	Plus 1 % of all the fees above _b	Plus 1 % of all the fees above _b	Plus 1 % of all the fees above _b
Building Plan Review Fee	12% x PF, \$50.00 minimum	12% x PF, \$50.00 minimum	12% x PF, \$50.00 minimum
Engineering TOPO Review Fees	12% x PF	12% x PF	N/A
Engineering Inspection Fees	12% x PF	12% x PF	N/A
Grading Compliance Deposit	\$800.00	N/A	N/A
Sewer Cap Fee	Sewer Cap Range Table _f	N/A	N/A

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2018 – 013

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Tree Planting Fee	Tree Planting Range Table ^d	N/A	N/A
Recreation Cap Improvement Fee	\$ 800.00 ^e	N/A	N/A
Right Of Way Deposit	\$400.00	N/A	N/A
Excessive Loads Fee	\$100.00	N/A	N/A
Compliance Deposit	\$500.00	\$500.00 selectable based on scope	\$500.00 selectable based on scope
Certificate Of Occupancy	\$50.00	\$50.00	\$50.00
	Total permit fees	Total permit fees	Total permit fees

RESIDENTIAL MISCELLANEOUS FEES ^{b, c, d, f}		
Electrical Permit	\$50.00 Flat Fee plus 1% State Tax ^b	
HVAC Permit	\$100.00 Flat Fee plus 1% State Tax ^b	
Plumbing Permit	\$50.00 Flat Fee plus 1% State Tax ^b	
Deck	Value Range Table ^c (x 50%) = PF ^b	Includes building and topographical review
Shed	Value Range Table ^c (x 50%) = PF, \$50.00 minimum	Includes building and topographical review
Pool/Spa Above Ground	\$100.00 Flat Fee ^b	Includes building, electrical and gas if applicable
In-ground Pool	\$100.00 Flat Fee ^b	Includes building, electrical, topographical review and gas if applicable
Siding	\$50.00 Flat Fee	
Miscellaneous	Value Range Table ^c (x 50%) = PF	
Driveway/Apron	\$50.00 Flat Fee ^b	Includes building, engineering and topographical review
Sidewalk	\$50.00 Flat Fee ^b	Includes building, engineering and topographical review
Reroof	\$50.00 Flat Fee ^b	
Sewer	\$50.00 Flat Fee ^b	
Dye Test Inspection	\$50.00 Flat Fee ^b	
Waterproofing	\$100.00 Flat Fee ^b	
Water Control	\$50.00 Flat Fee ^b	
Fence	Value Range Table ^c (x 50%) = PF	
Hot Water Tank	\$50.00 Flat Fee ^b	
Residential Demolition Building	\$50.00 Flat Fee ^b	
Residential Demolition Engineering	\$50.00 Flat Fee	

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2018 – 013
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- a. Building Valuation Data or "BVD" published by the International Code Council utilizes the "average construction costs per square foot table" and is one of the factors used for determining permit cost in the City of Strongsville. The average construction cost per square foot table presents factors that reflect relative value of one construction classification/occupancy group to another so that more expensive construction is assessed greater permit fees than less expensive construction
- b. A 1% tax is added to the building, electrical, mechanical and plumbing permits that are governed by the Residential Code Of Ohio, pursuant to H. B. 175 and sections 103.2.4.2 and 103.2.4.1 of Rule 4101:8-1-03of the Ohio Administrative Code adopted by the Board of Building Standards.
- c. Refer to the Building Value Range Table 1420.02.3 for appropriate permit fees.
- d. Refer to the Tree Planting Fund Range Table 1420.02.5 for appropriate permit fees.
- e. Recreation capital improvement fee as determined by Strongsville C.O. 1224.06 and Planning Commission Approval
- f. Sewer Capitalization Rate Range Table 1420.02.6

Table 1420.02.2 - COMMERCIAL			
Commercial Structure And Use Permit Fees a, b, f			
	NEW a	ADDITIONS a	ALTERATIONS c
Building Permit	GA x SFCT = PF	GA x SFCT = PF	Value Range Table
Electrical Permit	12% x PF	12% x PF	Value Range Table
HVAC Permit	12% x PF	12% x PF	Value Range Table
Plumbing Permit	12% x PF	12% x PF	Value Range Table
3 % State Tax	Plus 3 % of all the fees above b	Plus 3 % of all the fees above b	Plus 3 % of all the fees above b
Building Plan Review Fee	12% x PF, \$250.00 minimum	12% x PF, \$250.00 minimum	12% x PF, \$250.00 minimum
Engineering TOPO Review Fees	12% x PF	12% x PF	N/A
Engineering Inspection Fees	12% x PF	12% x PF	N/A
Grading Compliance Deposit	\$800.00	\$800.00	N/A
Sewer Cap Fee	Sewer Cap Range Table f	Sewer Cap Range Table f	N/A
Tree Planting Fee	Tree Planting Range Table d	Tree Planting Range Table d	N/A
Tree Deposit Fee	\$500.00	\$500.00	N/A
Right Of Way Deposit	\$1000.00	N/A	N/A
Excessive Loads Fee	\$100.00	\$100.00	N/A
Compliance Deposit	\$2000.00	\$2,000.00	\$2,000.00
Certificate Of Occupancy	\$50.00 100.00	\$50.00 100.00	\$50.00 100.00
	Total permit fees	Total permit fees	Total permit fees
Commercial Miscellaneous Permit Fees b, c, e, f, g			
Electrical Permit	Value Range Table c plus 3% State Tax b		
HVAC Permit	Value Range Table c plus 3% State Tax b		
Plumbing Permit	Value Range Table c plus 3% State Tax b		

CITY OF STRONGSVILLE, OHIO
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Demolition Building	\$100.00 Flat Fee – Building Fee, \$100.00 Review Fee	\$200.00 Flat Fee – Engineering
Demolition Interior	\$200.00 Flat Fee – Building Fee, \$100.00 Review Fee	
Fire Suppression	Value Range Table c b 12% of Suppression Fee minimum \$150.00 Review Fee	
Fire Alarm/Hood	Value Range Table c b 12% of Suppression Fee minimum \$100.00 Review Fee	
Sign Permit	\$50.00 Flat Fee b	Electrical \$50.00 Flat Fee plus 3% State Tax b
Deck	Value Range Table c	Includes building and topographical review
In-ground Pool	\$ 150.00 Flat Fee	Includes building, electrical, topographical review and gas if applicable
Miscellaneous	Value Range Table c	
Driveway/Apron	Value Range Table c	Includes building, engineering and topographical review
Sidewalk	Value Range Table c	Includes building, engineering and topographical review
Reroof	Re-Roof Range Table g	
Sewer	\$50.00 Flat Fee	
Waterproofing	\$100.00 Flat Fee	
Water Control	\$50.00 Flat Fee	
Fence	Value Range Table c (x 50%) = PF	

- a. Building Valuation Data or "BVD" published by the International Code Council utilizes the "average construction costs per square foot table" and is one of the factors used for determining permit cost in the City of Strongsville. The average construction cost per square foot table presents factors that reflect relative value of one construction classification/occupancy group to another so that more expensive construction is assessed greater permit fees than less expensive construction
- b. A 3% tax is added to the building, electrical, mechanical and plumbing permits that are governed by the Residential Code Of Ohio, pursuant to H. B. 175 and sections 103.2.4.2 and 103.2.4.1 of Rule 4101:8-1-03of the Ohio Administrative Code adopted by the Board of Building Standards.
- c. Refer to the Building Value Range Table 1420.02.3 for appropriate permit fees.
- d. Refer to the Tree Planting Fund Range Table 1420.02.5 for appropriate permit fees.
- e. Recreation capital improvement fee as determined by Strongsville C.O. 1224.06 and Planning Commission Approval
- f. Sewer Capitalization Rate Range Table 1420.02.6
- g. Refer to Commercial Re-roof Range Table 1420.02.4 for appropriate fees.

Building Permit Value Range Table 1420.02.3					
Valuation Range					
From	-	To	Base Fee	Plus This Additional Rate	Permit Fee
\$ 00.00	-	\$ 500.00	\$ 50.00	+ \$ 0	= \$ 50.00
\$ 500.01	-	\$ 2,000.00	\$ 50.00	+ \$ 3.00 per \$ 100.00	= Permit Fee
\$ 2,000.01	-	\$ 25,000.00	\$ 95.00	+ \$ 15.00 per \$ 1000.00	= Permit Fee

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2018 – 013

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\$ 25,001.00	-	\$ 50,000.00	\$ 440.00	+	\$ 10.00 per \$ 1000.00	=	Permit Fee
\$ 50,000.00	-	\$ 100,000.00	\$ 690.00	+	\$ 7.00 per \$ 1000.00	=	Permit Fee
\$ 100,001.00	-	\$ 500,000.00	\$ 1040.00	+	\$ 6.00 per \$ 1000.00	=	Permit Fee
\$ 500,001.00	-	\$ 1,000,000.00	\$ 3440.00	+	\$ 5.00 per \$ 100.00	=	Permit Fee
\$ 1,000,001.00	-	\$ 1,000,000,000.00	\$ 5940.00	+	\$ 4.00 per \$ 1000.00	=	Permit Fee

Commercial Re-Roof Range Table 1420.02.4							
Square Feet Of Roof Coverage							
From	-	To	Base Fee		Plus This Additional Rate		Permit Fee
0 – Sq. Ft.	-	5000 – Sq. Ft.	\$ 50.00	+	\$ 0	=	\$ 50.00
5000.01 Sq. Ft.	-	10,000,000 Sq. Ft.	\$ 100.00	+	\$ 50.00 per 5000.00 Sq. Ft.	=	Permit Fee

Tree Planting Fund Range Table 1420.02.5							
Ground Surface Area Displaced By A New Building Or Structure							
From	-	To	Base Fee		Plus This Additional Rate		Permit Fee
0 – Sq. Ft.	-	400 Sq. Ft.	\$ 0	+	\$ 0	=	\$ 0
400.01 Sq. Ft.	-	2000 Sq. Ft.	\$ 250.00	+	\$ 0	=	\$ 250.00
2000.01 Sq. Ft.	-	4000 Sq. Ft.	\$ 500.00	+	\$ 0	=	\$ 500.00
4000.01 Sq. Ft.	-	10,000,000 Sq. Ft.	\$ 500.00	+	\$ 250.00 per 2000 Sq. Ft.	=	Permit Fee

Sewer Capitalization Rate Range Table 1420.02.6	
Size Of Water Line (in inches).	Sewer Tap Fee
0 - 1.0	\$ 2,013.00
1.5	\$ 10,066.00
2.0	\$16,106.00
3.0	\$ 32,212.00
4.0	\$ 50,330.00
6.0	\$ 100,661.00
8.0	\$ 161,058.00
10.0	\$ 231,520.00

~~(Ord. 2016-113. Passed 5-16-16.)~~

* * *

Section 2. 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.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2018 – 013
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Section 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 4. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the public health, safety and welfare of the City, and for the further reason that it is immediately necessary in order to provide continuity of operations of the City's Building Department and to update Building Department fees, 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	_____	_____
Kosek	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

Attest: _____
 Clerk of Council

ORD. No. 2018-013 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2018 – 014

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A GRANT AGREEMENT WITH THE NORTHEAST OHIO PUBLIC ENERGY COUNCIL (NOPEC, INC.) FOR FINANCIAL ASSISTANCE IN CONNECTION WITH THE “NOPEC ENERGIZED COMMUNITY GRANT” PROGRAM TO IMPLEMENT ENERGY EFFICIENCY/ENERGY INFRASTRUCTURE PROJECTS, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Strongsville, Ohio is a member of the Northeast Ohio Public Energy Council (“NOPEC”) and is eligible for one or more NOPEC Energized Community Grant(s) for 2018 (“NEC Grant(s)”), as provided for in the NEC Grant Program guidelines; and

WHEREAS, the City has been advised that NOPEC has agreed to provide funding to the City in the amount of \$167,768.00 for 2018; and

WHEREAS, in order to avail itself of such funding in connection with certain energy efficiency or energy infrastructure projects, the City is required to enter into a Grant Agreement with NOPEC, Inc.; and

WHEREAS, therefore, the City wishes to enter into such Grant Agreement with NOPEC, Inc., in order to receive the NEC Grant(s) for 2018, and to authorize the Mayor to execute the Grant Agreement with NOPEC, Inc. in the form attached hereto as 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 the Mayor be and is hereby authorized and directed to enter into a Grant Agreement with NOPEC, Inc. for funding assistance in connection with the NOPEC Energized Community Grant(s) for 2018, in the form attached hereto as Exhibit A and incorporated herein as if fully rewritten, and which in all respects is hereby approved.

Section 2. That the Mayor, Director of Finance, Director of Recreation & Senior Services, Manager of Economic Development, and any other appropriate City officials and their designees be and are hereby authorized and directed to provide, execute and deliver certifications, assurances and such other necessary information, and to do all other things required to perform the terms and conditions of the Agreement in accordance with their respective responsibilities thereunder.

Section 3. That the grant funds shall be placed into and expended out of the Recreation Capital Improvement Fund.

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

Section 5. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety, and general welfare of the inhabitants of the City, and for the further reason that it is necessary to enter into the aforesaid Agreement in order to accept funds for the implementation of energy efficiency or energy infrastructure projects, 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	_____	_____
Kosek	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

Attest: _____
 Clerk of Council

ORD. No. 2018-014 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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



NOPEC ENERGIZED COMMUNITY GRANT

GRANT AGREEMENT

This Grant Agreement (the "Agreement") is made and entered into by and between NOPEC, Inc. ("NOPEC"), and _____, _____ County, Ohio ("Grantee"; NOPEC and Grantee, the "Parties") regarding a grant by NOPEC to Grantee to be used primarily for energy efficiency or energy infrastructure projects in accordance with NOPEC Energized Community Grant criteria, guidelines and requirements ("NOPEC Policy").

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the Parties hereby agree as follows:

1. **Grant of Funds.** NOPEC hereby grants a NOPEC Energized Community Grant ("NEC Grant") to Grantee in the amount calculated by NOPEC based on the number of natural gas and/or electric accounts served by NOPEC in Grantee in accordance with NOPEC Policy in the amount determined by NOPEC ("Funds"), for the purposes set forth in Grantee's Grant Application, as amended, and incorporated by reference into this Agreement for the Project(s) described on Schedule(s) to this Agreement.

2. **Use of Funds.** Grantee shall use the Funds granted by NOPEC for the Project(s) approved by NOPEC. Funds shall be paid in accordance with NOPEC Policy. NEC Grant disbursements shall be accompanied by a completed Disbursement Request Form with the expenditures supported by contracts, invoices, vouchers, and other data as appropriate as supporting documents. Funds not used in the year they are granted to Grantee may be escrowed and carried forward for up to two (2) years from NOPEC grant approval. If Grantee does not expend the Funds for the Project(s) approved by NOPEC within three (3) years of NOPEC's approval, Grantee shall forfeit any unused Funds.

3. **Accounting of Funds.** Grantee shall keep all Funds and make all disbursements and expenditures consistent with the manner in which all public funds are kept by Grantee in accordance with applicable law.

4. **Term.** The Parties agree that this Agreement shall begin on January 1, 2018, and shall expire on December 31, 2018, and shall be automatically renewed annually unless NOPEC discontinues the NEC Grant program for any subsequent year or Grantee is no longer a NOPEC member in good standing, as defined herein.

5. **Renewable Energy Credits.** Grantee shall be entitled to claim Renewable Energy Credits, carbon credits, or NOx allowances and/or allowances arising under other trading programs that may be established in the future for the Project(s). NOPEC reserves the right to claim/apply for such allowances if Grantee does not claim such allowances or this Agreement terminates. Grantee must notify NOPEC if Grantee does not wish to trade or sell any such credits or assets.

6. **Records, Access and Maintenance.** Grantee shall establish and maintain all records associated with the Funds in accordance with the Ohio Public Records Act and shall promptly make available to NOPEC all of its records with respect to matters covered by this

7. Agreement, and for NOPEC to audit, examine and make copies from such records. Grantee agrees to share and release all of its utility and other data with NOPEC, Inc. and NOPEC and its consultant(s) in order to measure, verify and otherwise track savings from energy efficiency and for such other related uses as NOPEC shall require.

8. **Property and Equipment Purchases.** All items purchased by Grantee from the Funds granted herein are and shall remain the property of Grantee.

9. **Inability to Perform.** In the event that Grantee does not or cannot complete the Project(s) or perform its obligations under this Agreement, Grantee shall immediately notify NOPEC in writing. NOPEC, with the approval of the Committee formed to award NEC Grants (the "Committee"), and Grantee shall jointly identify Project amendments or suitable Project(s) that meet NOPEC Policy.

10. **Dispute Resolution.** In the event Grantee desires clarification or explanation of, or disagrees with, any matter concerning the Agreement, or the interpretation or application of any and all federal or state statutes, rules, regulations, laws or ordinances, the matter must be submitted in writing to NOPEC, which shall convene the Committee to review and decide the matter. All decisions of the Committee shall be final and binding upon Grantee, and non-appealable.

11. **Termination.**

(a) If NOPEC determines that Grantee has failed to perform any requirements of this Agreement, or if Grantee is in default under any provision of this Agreement, or upon just cause, as shall be determined by the Committee, NOPEC, upon approval by the Committee, may terminate the Agreement at any time after providing Grantee with written notice and a period of at least thirty (30) days to cure any and all defaults under this Agreement. During such thirty day cure period, Grantee shall incur only those obligations or expenditures which are necessary to enable Grantee to continue to achieve compliance with the terms of this Agreement.

(b) This Agreement shall automatically terminate if Grantee is not a NOPEC member in good standing. A NOPEC member in good standing means a Northeast Ohio Public Energy Council member whose residents are receiving service from Northeast Ohio Public Energy Council's natural gas or electric aggregation program and which has not provided written notice to withdraw from such Northeast Ohio Public Energy Council's natural gas or electric aggregation program.

12. **Effects of Termination.**

(a) Within sixty (60) days after termination of this Agreement, Grantee shall surrender all reports, data, documents, and other materials assembled and prepared pursuant to this Agreement which shall become the property of NOPEC. Upon surrender of such material, Grantee shall receive Funds only as to a Project that had been approved for a NEC Grant by NOPEC prior to such termination.

(b) The Committee also may withhold final installment payment of the Funds or require Grantee to return all or any part of the Funds awarded if Grantee is found to have violated the provisions of this Agreement. Notwithstanding any other provision in this Agreement, if Grantee either withdraws from membership in the Northeast Ohio Public Energy Council or from

its electric or natural gas aggregation program(s), Grantee shall no longer be eligible for any NEC Grants. The provisions of this paragraph are in addition to the termination provisions of this Agreement and to any payments required under the Northeast Ohio Public Energy Council Bylaws and the Northeast Ohio Public Energy Council of Governments Agreement with its member communities in connection with any such withdrawal.

13. Liability. Grantee shall maintain, or cause any vendors or subcontractors to maintain, all required liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property caused by the negligent acts or omissions, or negligent conduct of the Grantee. To the extent permitted by law, in connection with activities conducted in connection with this Agreement. Grantee agrees to defend NOPEC and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any liability of any nature whatsoever from Grantee to NOPEC, Inc. or the Northeast Ohio Public Energy Council.

14. Compliance with Laws. Grantee agrees to comply with all applicable federal, state, and local laws in the performance of the Project. Grantee is solely responsible for payments of all unemployment compensation, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Grantee on the performance of the work authorized by this Agreement.

15. Miscellaneous.

(a) **Governing Law.** The laws of the State of Ohio shall govern this Agreement. All actions regarding this Agreement shall be venued in a court of competent subject matter jurisdiction in Cuyahoga County, Ohio.

(b) **Entire Agreement.** This Agreement and any documents referred to herein constitute the complete understanding of the Parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the Parties with respect to the subject matter hereof.

(c) **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

(d) **Notices.** All notices, consents, demands, requests and other communications which may, or are required to be, given hereunder shall be in writing and delivered to the addresses set forth hereunder or to such other address as the other party hereto may designate from time to time:

In case of NOPEC, to:

Charles W. Keiper, II
President
NOPEC, Inc.
31360 Solon Road
Suite 33
Solon, OH 44139

In case of Grantee, to:

Fiscal Officer (or other position)

_____, Ohio _____

(e) Amendments or Modifications. Either party may at any time during the term of this Agreement request amendments or modifications. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and justification therefor. The Parties shall review the request for modification in terms of the Project and NOPEC Policy. Should the Parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original Agreement.

(f) Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

(g) Assignment. Neither this Agreement nor any rights, duties or obligations described herein, shall be assigned or subcontracted by Grantee without the prior express written consent of NOPEC.

(h) Authority. The undersigned represents and warrants to the other that each has all the necessary legal power and authority to enter into this Agreement. Grantee further represents and warrants to NOPEC that it has received all necessary approvals from Grantee's legislative authority for Grantee to accept the NEC Grant and enter into this Agreement.

(i) Determinations by NOPEC Final. All determinations as to eligibility of any project for an award of any NEC Grant, and the amount and payment schedule of a NEC Grant, will be made by NOPEC and its Committee, which shall be final, conclusive and binding upon Grantee.

(j) Designation of Grantee Representative. Grantee hereby designates its [Fiscal Officer] to take all actions with respect to the NEC Grant and this Agreement as may be required and NOPEC shall be entitled to rely on the authority of such designated representative of Grantee in connection with this Agreement.

(k) Marketing Consent. Grantee hereby authorizes NOPEC, Inc. and NOPEC to use information about Grantee's grant(s) and project(s) in any marketing they may conduct, and agrees to cooperate with NOPEC in connection with such marketing.

[Signature Page to Follow.]

IN WITNESS WHEREOF, the Parties hereto have executed this Grant Agreement on the last date set forth below.

GRANTEE:

NOPEC, INC.:

City of Strongsville , Ohio

By: _____

By: _____

Its: Thomas P. Perciak, Mayor

Its: _____

Date: _____

Date: _____

[Signature page to NOPEC Energized Community Grant Agreement.]

SCHEDULE
PROJECT(S)

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2018 – 015

By: Mayor Perciak and All Members of Council

A RESOLUTION APPROVING THE APPLICATION OF HANDLE HILLS FARM, LLC TO PLACE LAND IN AN AGRICULTURAL DISTRICT.

WHEREAS, Handle Hills Farm, LLC (Frank and Mary Mehwald) (the "applicant") filed a renewal application with the Clerk of Council to place Permanent Parcel No. 396-01-008, located at 11244 Handle Road in the City of Strongsville ("applicant's land"), which the applicant has owned for many years, into an agricultural district; and

WHEREAS, through passage of Resolution No. 2013-094, this Council previously approved a prior similar application for the same property; and

WHEREAS, on January 29, 2018, the City was notified by the Cuyahoga County Fiscal Office, Appraisal Division, that it has approved the application; and

WHEREAS, this Council held a public hearing on February 20, 2018, within the time prescribed by law, to hear the applicant and any public comments in support of and/or against the granting of the application.

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 finds and determines that the application attached hereto as Exhibit A to place applicant's land comprising some 18.92 acres in an agricultural district is in compliance with law and is hereby approved.

Section 2. That the approval of the application to place applicant's land in an agricultural district shall be for the period commencing on the effective date as established by law and ending no later than five (5) years thereafter.

Section 3. That the Clerk of Council be and is hereby directed to forward a certified copy, return receipt requested, of this Resolution to the applicant and the Cuyahoga County Fiscal Office within five (5) days from the date of adoption of this Resolution in accordance with law.

Section 4. 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 compliance with all legal requirements.

Section 5. That this Resolution shall take effect and be in force from and after the earliest period allowed by law.

CITY OF STRONGSVILLE, OHIO
RESOLUTION NO. 2018 - 015
Page 2

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Daymut	_____	_____
DeMio	_____	_____
Kosek	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

Attest: _____
Clerk of Council

ORD. No. 2018-015 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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



**CUYAHOGA COUNTY FISCAL DEPARTMENT
APPRAISAL DIVISION
2079 EAST NINTH STREET
CLEVELAND, OHIO 44115**

RECEIVED
JAN 29 2018
CITY OF STRONGSVILLE
CITY COUNCIL

**ACCEPTANCE OF APPLICATION
FOR PLACEMENT OF FARMLAND
IN AGRICULTURAL DISTRICT
(O.R.C. SECTION 929.02)**

Wednesday, January 24, 2018

**Handle Hills Farm
Attn: Frank & Mary Mehwald
16892 Woodleaf Rd
Strongsville, OH 44136 44136**

The Cuyahoga County Fiscal Office is in receipt of your request for placement of farmland in an Agricultural District. We have reviewed the real property identified in your application dated 11/30/2012.

In accordance with Ohio Revised Code Section 929.02, you are hereby notified that your application meets the requirements of an agricultural district and has been approved by the Cuyahoga County Fiscal Office.

In addition, you are required to file this application with the Clerk in your municipality. The legislative body is required to conduct a public hearing on the application within 30 days after the application has been filed with the Clerk. Within 30 days of the hearing, the legislative body may approve the application, modify and approve the application as modified, or reject the application.

The affected permanent parcel numbers and addresses are:

PARCEL NUMBER	ADDRESS
396-01-008	11244 HANDLE ROAD

If you have any questions, please contact Lori Koran, of the Fiscal Office, at (216) 443-8141.

Cordially,

Lori Koran
Certified General Real Estate Appraiser
CAUV Specialist

cc: City Of Strongsville
Aimee Pientka, Clerk Of Council
16099 Foltz Pkwy
Strongsville, OH 44136

Jim Hopkins, Dir. of Appraisal

EXHIBIT A

**APPLICATION FOR PLACEMENT OF
FARMLAND IN AN AGRICULTURAL DISTRICT
(O.R.C. Section 929.02)**

New Application _____
Renewal Application

(See page 4 for General Information regarding this Application)

INSTRUCTIONS FOR COMPLETING APPLICATION

Print or type all entries.

- o List description of land as shown on the most recent tax statement or statements. Show total number of acres.
- o Describe location of property by roads, etc., and taxing district where located.
- o State whether any portion of land lies within a municipal corporation.
Note: See "Where to File" on page 4 to be sure that a copy of this Application is also filed with the Clerk of the municipal legislative body as well as the County Auditor.
- o A renewal application must be submitted after the first Monday in January and prior to the first Monday in March of the year in which the agricultural district terminates for the land to be continued in this program.
- o If the acreage totals 10 acres or more, do not complete Part D.
- o If the acreage totals less than 10 acres, complete either D (1) or (2).
- o Do not complete page 3. This space to be completed by the County Auditor and/or Clerk of the municipal legislative body.

A.

Owner's Name:	HANDLE HILL FARM, LLC, FRANK & MARY MEHWOLD
Owner's Address:	16892 WOODLEAF RD STRONGSVILLE, OH 44136
Description of Land as Shown on Property Tax Statement:	Horse Boarding - permanent pastures
Location of Property:	
Street or Road-	11244 HANDLE RD
County-	Cuyahoga

TAX DISTRICT(S)	PARCEL NUMBER(S)	# of Acres
Cuyahoga Strongsville	396-01-008	18.92
Total Number of Acres		18.92

B. Does any of the land lie within a municipal corporation limit or subject to pending annexation?
Yes No

If YES, REMEMBER a copy of this application must be submitted to the Clerk of the municipal legislative body.

C. Is the land presently being taxed at its current agricultural use valuation under Section 5713.31 of the Ohio Revised Code? Yes No

If NO, complete the following showing how the land was used the past three years:

	<u>ACRES</u>		
	LAST YEAR	TWO YEARS AGO	THREE YEARS AGO
Cropland			
Permanent Pasture used for animal husbandry			
Woodland devoted to commercial timber and nursery stock			
Land Retirement or Conservation Program pursuant to an agreement with a federal agency			
Building areas devoted to agricultural production			
Roads, building areas, and all other areas not used for agricultural production			
Total Acres			

D. Does the land for which the application is being made total 10 acres or more devoted exclusively to agricultural production or devoted to and qualified for payments or other compensation under a land retirement or conservation program under an agreement with an agency of the federal government? Yes No

If NO, complete the following:

1. Attach evidence of the gross income for each of the past 3 years, if the average yearly income from agricultural production was at least twenty-five hundred (\$2,500.00) dollars or more, or
2. If the owner anticipates that the land will produce an annual gross income of twenty-five hundred (\$2,500.00) dollars or more, evidence must be attached showing the anticipated gross income.

Authorization and Declaration

By signing this application I authorize the county auditor or his duly appointed agent to inspect the property described above to verify the accuracy of this application. I declare this application (including accompanying exhibits) has been examined by me and to the best of my knowledge and belief is a true, accurate and correct application. I understand that land removed from this program before the 5-year enrollment period is subject to penalty, in accordance with Section 929.02(D) of the Ohio Revised Code.

Mary Schwan
Signature of Owner

Date: 12-7-017

DO NOT COMPLETE FOR OFFICIAL USE ONLY

CAUV Application No. 38

Action of County Auditor

Application Approved Rejected *

Date Application Filed with County Auditor 12/27/2017

Date Filed (if required) with Clerk of Municipal Corporation _____

County Auditor's Signature [Signature] Date 1/23/2018

Date Decision Mailed to Applicant 1/24/2018

Certified Mail No. 7016 0750 0001
0027 1483

Action of Legislative Body of Municipal Corporation

Application Approved Approved with Modifications * Rejected *

Date Application Filed with Clerk January 28, 2018

Date of Public Hearing _____

Date of Legislative Action _____

Clerk's Signature _____ Date _____

Date Decision Mailed to Applicant _____

Certified Mail No. _____

* IF MODIFIED OR REJECTED, ATTACH SPECIFIC REASONS FOR MODIFICATION OR REJECTION