



City of Strongsville

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Strongsville, Ohio 44149-5598
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Council Office Fax: 440-572-1648
www.strongsville.org



City Council

Michael J. Daymut
Ward 1

Annmarie P. Roff
Ward 2

Kelly A. Kosek
Ward 3

Gordon C. Short
Ward 4

Joseph C. DeMio
At-Large

James E. Carbone
At-Large

Matthew A. Schonhut
At-Large

Aimee Pientka, MMC
Clerk of Council

Tiffany Mekeel, CMC
Assistant Clerk of Council

March 15, 2018

MEETING NOTICE

City Council has scheduled the following meetings for **Monday, March 19, 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 7:30 p.m. All committees listed will meet immediately following the previous committee:

7:30 P.M.

Planning, Zoning and Engineering Committee will meet to discuss Ordinance No. 2018-005.

Public Safety and Health Committee will meet to discuss Ordinance No. 2018-035.

Public Service and Conservation Committee will meet to discuss Ordinance No. 2018-036.

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

Committee of the Whole will meet to discuss Ordinance No. 2018-033. The committee will then consider a motion to adjourn into **Executive Session** with the Law Director and other members of the Administration for the purpose of discussing litigation matters.

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, MARCH 19, 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 – March 5, 2018*
6. APPOINTMENTS, CONFIRMATIONS, AWARDS AND RECOGNITION:
7. PUBLIC HEARING:
 - 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. Second reading 02-05-18. Public hearing 03-19-18.*
8. REPORTS OF COUNCIL COMMITTEE:
 - SCHOOL BOARD – Mr. Carbone:
 - SOUTHWEST GENERAL HEALTH SYSTEM – Mr. Short:
 - BUILDING AND UTILITIES – Mr. Daymut:
 - COMMUNICATIONS AND TECHNOLOGY – Ms. Kosek:
 - ECONOMIC DEVELOPMENT – Mr. Daymut:
 - FINANCE – Mr. Carbone:
 - PLANNING, ZONING AND ENGINEERING – Mr. Schonhut:
 - PUBLIC SAFETY AND HEALTH – Mr. Short:
 - PUBLIC SERVICE AND CONSERVATION – Ms. Roff:
 - RECREATION AND COMMUNITY SERVICES – Ms. Roff:
 - COMMITTEE-OF-THE-WHOLE – Mr. DeMio:

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

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

10. AUDIENCE PARTICIPATION:

11. ORDINANCES AND RESOLUTIONS:

- Ordinance No. 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. Second reading 02-05-18. Public hearing 03-19-18.*
- Ordinance No. 2018-033 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR AND LAW DIRECTOR, ON BEHALF OF THE CITY OF STRONGSVILLE, TO ENTER INTO A SPECIAL COUNSEL AGREEMENT WITH CLIMACO, WILCOX, PECA & GAROFOLI CO., L.P.A. AND NAPOLI SHKOLNIK, PLLC FOR PROFESSIONAL LEGAL SERVICES RELATED TO OPIOID LITIGATION, AND DECLARING AN EMERGENCY. *First reading 03-05-18.*
- Ordinance No. 2018-035 by Mayor Perciak and Mr. Short. AN ORDINANCE AMENDING SECTION 250.01(b) OF TITLE SIX OF PART TWO-ADMINISTRATION CODE, IN ORDER TO ESTABLISH THE MAXIMUM NUMBER OF UNIFORMED OFFICERS IN THE POLICE DEPARTMENT, AND DECLARING AN EMERGENCY.
- Ordinance No. 2018-036 by Mayor Perciak and Ms. Roff. AN ORDINANCE AMENDING SECTIONS 1023.07 OF TITLE TWO OF PART TEN-STREETS, UTILITIES AND PUBLIC SERVICES CODE; AND SECTION 1228.01(h) OF TITLE FOUR OF PART TWELVE-PLANNING AND ZONING CODE, OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE, CONCERNING TREE FEES.

12. COMMUNICATIONS, PETITIONS AND CLAIMS:

- Application for Permit: Liquor Agency Contract: To: Shenouda Hanna Inc. DBA: Gills Beverage & Deli; 11654 Pearl Road, Strongsville, Ohio 44136 (Responses must be postmarked no later than 3/30/2018).

13. MISCELLANEOUS BUSINESS:

14. 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

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(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 Carry-out restaurant without seating	12 10 spaces per 1,000 sq. ft. of gross floor area
(5) Free-standing sit-down restaurant 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: February 5, 2018
Third reading: _____
Public Hearing: March 19, 2018

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. 02/05/18 Ref: PC/PZE
3rd Rdg. _____ Ref: _____

Pub Hrg. 03/19/18 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 – 033

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR AND LAW DIRECTOR, ON BEHALF OF THE CITY OF STRONGSVILLE, TO ENTER INTO A SPECIAL COUNSEL AGREEMENT WITH CLIMACO, WILCOX, PECA & GAROFOLI CO., L.P.A. AND NAPOLI SHKOLNIK, PLLC FOR PROFESSIONAL LEGAL SERVICES RELATED TO OPIOID LITIGATION, AND DECLARING AN EMERGENCY.

WHEREAS, similar to many cities across the country, the City of Strongsville has experienced an exponential rise in drug overdoses directly related to the opioid epidemic; and

WHEREAS, the City of Strongsville has expended and continues to expend significant financial resources to respond to the impact of opioid drug use through the activities of its law enforcement, emergency services and prosecutorial services; and

WHEREAS, therefore, the Administration and Council believe that it is now in the best interest of the City to enter into a Special Counsel Agreement, Contract/Retainer Agreement, in substantially the form attached hereto as Exhibit A, with Climaco, Wilcox, Peca & Garofoli Co., L.P.A. and Napoli Shkolnik, PLLC for the provision of professional legal services to the City of Strongsville with respect to opioid litigation; and

WHEREAS, said attorneys will represent the City of Strongsville's interests in its claim or claims for economic losses arising out of the alleged fraudulent and negligent marketing and distribution of various prescription drugs known as opioids, and the resulting adverse consequences to the City and its residents; and

WHEREAS, such representation will be undertaken on a contingent basis with respect to attorneys' fees.

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 and Law Director be and are hereby authorized and directed to enter into a Special Counsel Agreement, Contract/Retainer Agreement with **CLIMACO, WILCOX, PECA & GAROFOLI CO., L.P.A. and NAPOLI SHKOLNIK, PLLC**, in the form attached hereto as Exhibit A, and made a part hereof, for the provision of professional legal services to the City of Strongsville with respect to opioid litigation, with such services being provided on a contingent basis.

Section 2. That any funds expended for the purposes of such legal services 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 the retention of such special legal services is immediately necessary to participate in significant opioid litigation, in order to protect the legal and financial interests of the City. 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. 2018-033 Amended: _____
 1st Rdg. 03-05-18 Ref: COW
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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



CLIMACO, WILCOX, PECA & GAROFOLI CO., L.P.A.
NAPOLI SHKOLNIK, PLLC
SPECIAL COUNSEL AGREEMENT
CONTRACT/RETAINER AGREEMENT
OPIOID LITIGATION

This Agreement ("Agreement") is made this _____ day of March 2018 between the following: The City of Strongsville, Ohio (hereinafter "Strongsville" or "Client") and CLIMACO, WILCOX, PECA & GAROFOLI CO., L.P.A. and NAPOLI SHKOLNIK, PLLC (hereinafter "Attorneys" or "Counsel"). In consideration of the mutual promises herein contained, the parties herein agree as follows:

I. PURPOSE OF REPRESENTATION

Client agrees to retain Attorneys to represent Client in Client's claim or claims for economic losses arising out of the alleged fraudulent and negligent marketing and distribution of prescription drugs including Hydrocodone, Oxycodone, Oxymorphone, Methadone and others ("Opioids").

Client authorizes and empowers Attorneys to take any and all reasonable steps deemed advisable by Attorneys to investigate and handle the Claim, including, but not limited to, hiring investigators, expert witnesses and other attorneys, reviewing documents and other data, and conducting medical surveillance; work with Strongsville personnel to determine the costs that Strongsville has incurred as a result of the over-prescription of opioids; determine the viable causes of action available to Strongsville; and determine which if any manufacturers and distributors should be targeted in a lawsuit, approached in order to attempt to negotiate a settlement and/or in bringing an action against any manufacturer, distributor or any other liable entity or its insurers for economic losses arising from the manufacture and distribution of Opioids. After such identification, and only as authorized by the Client, Attorneys will, on behalf of the Client, bring a lawsuit against those parties identified by Attorneys and agreed to by Client.

In order for Attorneys to represent the Client in any other legal matter, a separate Contract/Retainer Agreement must be entered into between Attorneys and the Client. The Client understands that without such a separate Contract/Retainer Agreement, Attorneys will not represent the Client in any matter other than the Claim as defined herein.

Client understands that this case may be a part of a large number of cases of the same nature, which may be handled as an aggregate, class, or multiple groups for trial preparation and settlement negotiations and Client hereby authorizes Attorney to enter into any aggregate, class or multiple settlements. Client understands that the total amount of such settlements will be confidential in that any such aggregate or multiple settlements may involve settlements of other clients' cases.



II. ATTORNEYS' FEE

There is no fee for this representation or any payment made to Counsel for any work performed, costs incurred or disbursements made by Counsel unless a monetary recovery acceptable to Strongsville is obtained by Counsel in favor of Strongsville, whether by suit, settlement, or otherwise. Counsel shall advance all costs associated with prosecuting the litigation. In consideration of Attorneys' services rendered and to be rendered as set out above, Strongsville agrees that the maximum contingent attorneys' fees for this representation shall be as follows:

1. 10% of pre-complaint recovery;
2. 20% of recovery after the completion of briefing on motions to dismiss;
3. 25% of recovery after the completion of briefing on for summary judgment;
4. 33% of recovery after the final pretrial; and
5. 40% of recovery after commencement of trial.

Client understands that the Client is giving up at this time to the Attorneys the amount stated above, and that such percentage is of the total recovery or settlement, minus any amount that is designated as attorneys' fees. While the percentage shall not be taken against any recovery designated as attorneys' fees, it will be taken before any costs, expenses, or disbursements are deducted. The Client understands and agrees that all costs, expenses, and disbursements are paid and shall be reimbursed out of the Client's portion of the recovery, and not out of the Attorneys' portion.

No monies shall be paid to Attorneys for any work performed, costs incurred or disbursements made by Attorneys in the event no monetary recovery to Strongsville has been obtained by Attorneys. In the event of a loss at trial due to an adverse jury verdict or dismissal of the lawsuit by the court, no monies shall be paid to Attorneys for any work performed, costs incurred or disbursements made by Attorneys.

This Agreement, unless nullified, represents the entire agreement between us as further governed by Ohio's Code of Professional Responsibility.

The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract of as required by law. In the event that such a request for disclosure is made, Strongsville shall make reasonable efforts to notify Counsel of such request prior to disclosure of the Information so that the Counsel may take such action as it deems appropriate.

III. NO GUARANTEE OF RESULTS

It is understood and agreed that Attorneys cannot warrant or guarantee the outcome of the case, and Attorneys have not represented to the Client that the Client will recover any damages, compensation or other funds so desired with respect to the Claim. The Client has also been informed that obtaining a judgment does not guarantee that the opposing parties

will be capable or willing to satisfy the judgment.

IV. COURT COSTS AND EXPENSES

Attorneys shall advance any or all of the court costs and expenses that appear to the Attorneys to be reasonably necessary for the investigation, preparation, trial, and/or settlement of this matter. Client agrees that all costs and expenses advanced or incurred by the Attorneys and or its assignee shall be deducted from the Client's portion of recovery with respect to the Claim. The Attorneys' contingency fee shall be computed on the total recovery, minus any portion designated as attorneys' fees, without deduction for costs, expenses, or disbursements.

Attorneys shall provide Strongsville with a monthly statement of all costs and expenses incurred in this matter.

The terms "court costs" and "expenses" include, without limitation, filing fees, court costs, expert fees (regarding, without limitation, evaluation, reports and/or testimony), consultant fees, court reporter fees, record service fees, photocopying, preparation of exhibits and photographs, investigative fees and expenses, court-mandated expenditures, specialized outside counsel fees and expenses (*i.e.*, probate, taxation, bankruptcy), any expenses of a structured settlement, medical records, subpoenas, as well as any other incidental expenses, including travel and mileage expenses; and all other reasonable and necessary costs and expenses which the Attorneys, in their professional judgment, determine to be reasonably needed for the prosecution and/or settlement of the Claim.

In the event it is necessary for the Attorneys to advance costs, such advancements will be taken out of any settlement or trial award of the Claim obtained on the Client's behalf.

Client acknowledges and agrees that Attorney may borrow funds from a lender to pay the costs and expenses referred to above, and that in addition to costs and expenses, Client agrees that reasonable interest charges and related expenses not to exceed prime plus 2% which Attorney actually incurs in connection with such borrowings, will also be deducted prior to calculation of Attorney fees.

V. COOPERATION OF CLIENT

Client agrees to cooperate with Attorneys at all times. Client further agrees to appear, on reasonable notice, for all depositions and court appearances, and shall comply with all reasonable requests of Attorneys in connection with the preparation and presentation of the aforesaid Claim and causes of action of the Client. If Client refuses to cooperate, Attorneys shall have the right to terminate this Agreement. In the event of such termination, neither party shall have any further rights against the other, except that in the event of a recovery by Strongsville against the defendants subsequent to the termination, Attorneys shall have rights in the nature of quantum meruit to recover fees, costs, and expenses reasonably allocable to its work prior to termination. However, in no event will this amount exceed the sum that Strongsville recovers from the defendants.

VI. WITHDRAWAL OR TERMINATION OF ATTORNEYS

Client and Attorneys agree that if, during the course of investigating, preparing, handling or prosecuting the Claim Attorneys make a good faith determination that further action is untenable or a successful conclusion is not possible, Attorneys shall have the right to withdraw from representing Client in the Claim, by so notifying the Client in writing explaining the reasons for withdrawal, and by making available to Client its materials without charge for Attorneys' services or any expense incurred in the investigation and handling of the Claim. In the event that the Attorneys withdraw as described in this paragraph, the attorneys shall have no right to collect their costs, attorneys' fees, or received any payment from Strongsville, regardless of whether Strongsville later receives a recovery from the defendants.

Client shall have the sole and exclusive right to accept or reject any offers for settlement of the Claim. However, Client shall have an obligation to weigh fully the opinions and recommendations of Attorneys and shall not unreasonably withhold consent to a settlement proposal which in the judgment of Attorneys is a fair and reasonable basis for the disposition of the Claim.

Client can terminate Attorneys' representation under this Agreement at any time by providing written notice to Attorneys at 55 Public Square, Suite 1950, Cleveland, Ohio 44113. Should Client elect to terminate Attorneys' representation prior to the full conclusion of Attorneys' services under this Agreement, neither party shall have any further rights against the other, except that in the event of a recovery by Strongsville against the defendants subsequent to termination, Attorneys shall have rights in the nature of quantum meruit to recover fees, costs and expenses allocable for work prior to termination. However, in no instance shall Attorneys' claim exceed the dollar amount of the recovery that Strongsville obtains. In the event of termination for any reason, Attorneys shall immediately return to Strongsville all materials and documents of every kind and nature, including but not limited to Strongsville documents and electronic data, relating to this Agreement.

VII. ASSOCIATION OF OR ASSIGNMENT TO OTHER ATTORNEYS

Client authorizes Attorneys to associate or employ additional counsel, as attorneys deem necessary or advisable, in the representation of the Claim. Further, Attorneys may assign this matter and this Agreement to other attorneys of their choice upon notice and consent of client. Any fees due such associated counsel will be paid only out of the Attorneys' fees provided in Section II of this Agreement.

Client understands that Attorneys may be sharing attorneys' fees and expenses with other lawyers or law firms as co-counsel, and Client consents to any such fee and expense sharing agreement upon notice to and written consent of the Client after full disclosure of the identity of each additional attorney and the fees and/or expense agreements. Client further understands that any such fee and expense sharing agreement reached between Attorneys and any other lawyers or law firms will NOT change in any manner the Attorneys' or Client's rights and obligations as detailed in this Agreement. Attorneys shall not have the power to enter into any agreement binding Strongsville or otherwise obligating Strongsville without the prior written approval of Strongsville.

VIII. GOVERNING LAW

This Agreement shall be interpreted under the laws of the State of Ohio notwithstanding its conflict of law provisions, any dispute involving this Agreement must be brought in a court of competent jurisdiction in Strongsville, Ohio. This provision shall not limit or prevent the Attorneys from filing an action on Strongsville's behalf for Strongsville's claims involving the marketing and distribution of prescription drugs outside of Cuyahoga County, Ohio

IX. SEVERABILITY

If any part of this Agreement shall for any reason be found unenforceable, the parties agree that all other provisions of this Agreement shall nevertheless remain valid and enforceable.

X. PRIOR AGREEMENTS SUPERSEDED

This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties with respect to its subject matter.

Client certifies and acknowledges that Client has had the opportunity to read this six (6) page Agreement, has been provided a copy of this Agreement, and has knowingly and voluntarily entered into this Agreement fully aware of its terms and conditions. Client further certifies and acknowledges that the decisions to pursue the Claim and to employ Attorneys are solely Client's independent decisions after carefully considering the matters.

[Remainder of Page Intentionally Left Blank]

NAPOLI SHKOLNIK, PLLC

CLIMACO, WILCOX, PECA & GAROFOLI
CO., L.P.A.

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

CITY OF STRONGSVILLE

By: _____
Name: Thomas P. Perciak
Title: Mayor
Date: _____

APPROVED FOR LEGAL FORM:

By: _____
Name: Neal M. Jamison
Title: Law Director

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2018 – 035

By: Mayor Perciak and Mr. Short

AN ORDINANCE AMENDING SECTION 250.01(b) OF TITLE SIX OF PART TWO-ADMINISTRATION CODE, IN ORDER TO ESTABLISH THE MAXIMUM NUMBER OF UNIFORMED OFFICERS IN THE POLICE DEPARTMENT, AND DECLARING AN EMERGENCY.

WHEREAS, Section 250.01(a) of the Codified Ordinances of the City of Strongsville establishes the membership of the uniformed ranks of the Police Department; and

WHEREAS, Section 250.01(b) of the Codified Ordinances of the City of Strongsville provides that the number of members of each rank of officer in the Police Department shall be as authorized by Council; and

WHEREAS, this Council previously established the maximum number of uniformed officers in the Police Department through adoption of Ordinance No. 2017-024 on February 21, 2017; and

WHEREAS, upon recommendation of the Safety Director and Chief of Police, and for various reasons including anticipated increased staffing levels, Council now has determined that it would be in the City's best interest to increase the number of Officer (Patrol) positions from fifty-three (53) to fifty-five (55) in the Police Department.

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

Section 1. That Section 250.01(b) of Chapter 250 of Title Six of Part Two-Administration Code of the City of Strongsville, be and is hereby amended to read in its entirety as follows:

250.01 MEMBERSHIP AND HOURS OF WORK.

* * *

(b) Council hereby establishes the maximum number of members of each rank of officer in the Police Department as follows:

Rank	Maximum Number
Chief	1
Assistant Chief/Deputy Chief	2*
Lieutenant	6**
Sergeant	12
Officer (Patrol)	53 55

*Pursuant to the Collective Bargaining Agreement between the Fraternal Order of Police, Parma Lodge #15 (Sergeants and Lieutenants Unit) and the City, the Chief of Police may select up to two (2) Lieutenants to fill the position of Assistant Chief/Deputy Chief.

**This number shall include any Lieutenant(s) designated by the Chief of Police as Assistant Chief/Deputy Chief.

~~(Ord. 2017-024. Passed 2-21-17.)~~

* * *

Section 2. That the funds for the purposes of this Ordinance have been appropriated 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 reasons that it is necessary to provide for continuity in the operation of the Police Department, to formally conform official ordinances to existing and/or projected optimum personnel levels, comply with applicable Civil Service requirements, 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. 2018-035 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2018 – 036

By: Mayor Perciak and Ms. Roff

AN ORDINANCE AMENDING SECTIONS 1023.07 OF TITLE TWO OF PART TEN-STREETS, UTILITIES AND PUBLIC SERVICES CODE; AND SECTION 1228.01(h) OF TITLE FOUR OF PART TWELVE-PLANNING AND ZONING CODE, OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE, CONCERNING TREE FEES.

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

Section 1. That Section 1023.07 of Title Two of Part Ten-Streets, Utilities and Public Services Code of the Codified Ordinances of the City of Strongsville be and is hereby amended to read in its entirety as follows:

1023.07 TREE FEES.

(a) Upon the issuance of a building permit for the construction or remodeling of a building or structure which replaces a ground surface area in excess of 400 sq. ft., a fee shall be charged as follows:

- (1) ~~\$250.00~~**\$275.00** for up to the first 2,000 sq. ft. of ground surface area displaced by such building or structure.
- (2) ~~\$500.00~~**\$550.00** for 2,000.01 to 4,000 sq. ft. of ground surface area displaced by such building or structure.
- (3) An additional amount of ~~\$250.00~~**\$275.00** for each additional 2,000 sq. ft. in excess of 4,000 sq. ft. or portion thereof of ground surface area displaced by such building or structure.

(b) This fee reflects the current average costs to purchase, transport, and plant a tree within the City. The City Coordinator of Natural Resources may review this cost on an annual basis and make recommendations to City Council which reflect the then current costs.

~~(Ord. 2013-223. Passed 1-6-14.)~~

Section 2. That Section 1228.01(h) of Title Four of Part Twelve-Planning and Zoning Code of the Codified Ordinances of the City of Strongsville be and is hereby amended to read in its entirety as follows:

1228.01 SUBDIVISION IMPROVEMENTS REQUIRED BEFORE FINAL APPROVAL.

* * *

- (h) The developer or entity requesting any type of subdivision shall pay to the City a fee of ~~two hundred fifty dollars~~**Two Hundred Seventy-Five Dollars** (~~\$250.00~~**\$275.00**) per tree based upon one tree being required for each forty-five linear feet of lot frontage on

a public street. The fees shall be placed in the Tree Fund Account and the City shall utilize the funds to purchase and install trees in subdivisions pursuant to the provisions of Chapter 1023. The City Coordinator of Natural Resources shall make recommendations to the Planning Commission, and the Planning Commission shall decide on the type and number of trees to be planted for each new subdivision, at the time that the subdivision receives final approval by the Planning Commission for record purposes, as set out in the City's Planning and Zoning Code. The fee shall be paid by the developer or entity requesting the subdivision prior to final approval of any plat for record purposes.

* * *

~~(Ord. 2013-226. Passed 1-6-14.)~~

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

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

 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. 2018-036 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____
 Adopted: _____ Passed: _____