

City of Strongsville

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Strongsville, Ohio 44149-5598
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www.strongsville.org

March 29, 2018

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

MEETING NOTICE

City Council has scheduled the following meetings for **Monday, April 2, 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.

Public Service and Conservation Committee will meet to discuss Ordinance Nos. 2018-036 and 2018-037.

Recreation and Community Services Committee will meet to discuss Ordinance No. 2018-038.

Planning, Zoning and Engineering Committee will meet to discuss Ordinance Nos. 2018-039, 2018-040 and Resolution No. 2018-041.

Finance Committee will meet to discuss Ordinance Nos. 2018-042, 2018-043 and Resolution No. 2018-044.

Public Safety and Health Committee will meet to discuss Ordinance No. 2018-045.

Communications and Technology will meet to discuss Ordinance No. 2018-046.

Committee of the Whole will meet to discuss Resolution No. 2018-047.

Motion to approve the Committee of the Whole meeting minutes of March 19, 2018.

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, APRIL 2, 2018 AT 8:00 P.M.

Mike Kalinich Sr. City Council Chamber
18688 Royalton Road, Strongsville, Ohio

AGENDA AS AMENDED

1. CALL TO ORDER:
2. PLEDGE OF ALLEGIANCE:
3. CERTIFICATION OF POSTING:
4. ROLL CALL:
5. COMMENTS ON MINUTES:
 - *Council Meeting – March 19, 2018*
6. APPOINTMENTS, CONFIRMATIONS, AWARDS AND RECOGNITION:
 - Administration of Ceremonial Oath of Office to newly-appointed Patrolman Jonathan J. Hayes.
 - Administration of Ceremonial Oath of Office to newly-appointed Patrolman Michael A. Galassi.
 - Mayor's Special Award presented to the following coaches and players of the Strongsville High School Varsity Girls' Basketball Team:
 - **Coaches:** Jeff Eicher, Steve Borgis, Mark Mabry, Dawn Thall.
 - **Team Members:** Drew Robinson, Marnae Holland, Abbi Moore, Lindsey Thall, Kaitlyn King, Jessica Snyder, Alexa Kadras, Maddy Humbach, Alli Moore, Shelby Sallee, Sarah Robertson, Reagan Bass.
7. 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:

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. 2018-036 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. *First reading and referred to Planning Commission 03-19-18. Favorable recommendation by Planning Commission 03-22-18.*
- Ordinance No. 2018-037 by Mayor Perciak and Ms. Roff. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE PURCHASE AND DELIVERY OF READY MIX CONCRETE FOR USE BY THE SERVICE DEPARTMENT OF THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Ordinance No. 2018-038 by Mayor Perciak and Ms. Roff. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A NON-EXCLUSIVE RENTAL/OCCUPANCY AGREEMENT WITH THE STALLIONS ATHLETIC ORGANIZATION ON A LIMITED BASIS FOR 2018, FOR THE USE OF VARIOUS BASEBALL FIELDS IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Ordinance No. 2018-039 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ISSUE AND APPROVE CHANGE ORDER NO. 2 FOR AN INCREASE IN THE CONTRACT PRICE IN ACCORDANCE WITH THE PROVISIONS OF THE CONTRACT BETWEEN THE CITY OF STRONGSVILLE AND FABRIZI TRUCKING & PAVING CO., INC., IN CONNECTION WITH THE BOWMAN DRIVE, DRAKE ROAD AND FETZER DRIVE SANITARY SEWER PROJECT, AND DECLARING AN EMERGENCY.
- Ordinance No. 2018-040 by Mr. Schonhut. AN ORDINANCE ACCEPTING FOR DEDICATION TO PUBLIC USE CERTAIN LANDS WITHIN SIEDEL FARMS SUBDIVISION NO. 6; ACCEPTING CERTAIN PUBLIC UTILITIES CONSTRUCTED THEREIN AND AUTHORIZING AND DIRECTING THE ACTS REQUIRED IN FURTHERANCE THEREOF, AND DECLARING AN EMERGENCY.
- Resolution No. 2018-041 by Mayor Perciak and Mr. Schonhut. A RESOLUTION CONFIRMING PLANNING COMMISSION APPROVAL OF THE SITE PLAN FOR THE INSTALLATION OF A FIBER DISTRIBUTION EQUIPMENT CABINET AND CONCRETE PAD IN A UTILITY EASEMENT LOCATED AT 15939 DRAKE ROAD (PPN 397-33-017), IN THE CITY OF STRONGSVILLE.

- Ordinance No. 2018-042 by Mayor Perciak. AN ORDINANCE MAKING APPROPRIATIONS FOR THE ANNUAL EXPENSES AND OTHER EXPENDITURES OF THE CITY OF STRONGSVILLE, OHIO FOR THE YEAR 2018 AND REPEALING ORDINANCE NUMBER 2017-216.
- Ordinance No. 2018-043 by Mayor Perciak and All Members of Council. AMENDING SECTION 881.03(6) IMPOSITION OF TAX, AND SECTION 881.05(19) REGARDING ANNUAL RETURNS AND FILING; ENACTING A NEW SECTION 881.29 CONCERNING ELECTION TO BE SUBJECT TO R.C. 718.80 TO 718.95, OF CHAPTER 881, OF TITLE FOUR OF PART EIGHT OF THE CITY'S CODIFIED ORDINANCES IN ORDER TO FURTHER PROVIDE FOR IMPOSITION AND REGULATION OF THE MUNICIPAL INCOME TAX, AND DECLARING AN EMERGENCY.
- Resolution No. 2018-044 by Mayor Perciak and Mr. Carbone. A RESOLUTION ADOPTING ALTERNATIVE TAX BUDGET INFORMATION FOR THE CITY OF STRONGSVILLE, OHIO FOR FISCAL YEAR 2019, AND DECLARING AN EMERGENCY.
- Ordinance No. 2018-045 by Mayor Perciak and Mr. Short. AN ORDINANCE AUTHORIZING THE MAYOR TO APPLY FOR FINANCIAL ASSISTANCE UNDER THE DRUG ABUSE RESISTANCE EDUCATION ("DARE") LAW ENFORCEMENT GRANTS PROGRAM; AUTHORIZING ACCEPTANCE OF FUNDS, AND DECLARING AN EMERGENCY.
- Ordinance No. 2018-046 by Mayor Perciak and Ms. Kosek. AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO AN AGREEMENT WITH TAC COMPUTER, INC. FOR CONTINUATION OF COMPUTER SOFTWARE AND MAINTENANCE SERVICES FOR THE STRONGSVILLE POLICE AND FIRE DEPARTMENTS, INCLUDING THE CITY'S REGIONAL PUBLIC SAFETY DISPATCH CENTER, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.
- Resolution No. 2018-047 by Mayor Perciak and All Members of Council. A RESOLUTION SUPPORTING THE CUYAHOGA COUNTY HEALTH AND HUMAN SERVICES RENEWAL LEVY, ISSUE NO. 9.

ADD ON:

- Ordinance No. 2018-048 by Mayor Perciak and All Members of Council. AN ORDINANCE AMENDING SECTION 1062.05 OF TITLE SIX OF PART TEN-STREETS, UTILITIES AND PUBLIC SERVICES CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE, CONCERNING INTOXICATING BEVERAGES IN OR ON MUNICIPAL PROPERTY, AND DECLARING AN EMERGENCY.

11. COMMUNICATIONS, PETITIONS AND CLAIMS:
12. MISCELLANEOUS BUSINESS:
13. ADJOURNMENT:

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: March 19, 2018
 Second reading: _____
 Third reading: _____
 Public Hearing: _____

Referred to Planning Commission

March 20, 2018
 Favorable recommendation by PC
 Approved: March 22, 2018

 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. 03-19-18 Ref: PC/PSTC
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE
OFFICE OF THE COUNCIL

MEMORANDUM

TO: Planning Commission
FROM: Tiffany Mekeel, Assistant Clerk of Council
DATE: March 20, 2018
SUBJECT: Referral from Council: Ordinance No. 2018-036

Please be advised that at its regular meeting of March 19, 2018, City Council referred the following Ordinance to the Planning Commission for its report and recommendation thereon:

- 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. *First reading and referred to Planning Commission 03-19-18.*

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

TAM
Attachment

MEMORANDUM

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

FROM: Carol Oprea, Administrative Assistant, Boards & Commissions

SUBJECT: Referrals to Council

DATE: March 23, 2018

Please be advised that at its meeting of March 22, 2018, the Strongsville Planning Commission gave Favorable Recommendation to the following;

AT & T/ Peter Janis, Agent

Site Plan approval of a new fiber distribution cabinet and new concrete pad located in a private easement for property located at 17741 Howe Road, PPN 397-33-023 zoned Public Facility.

ORDINANCE NO. 2018-036

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.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2018 – 037

By: Mayor Perciak and Ms. Roff

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE PURCHASE AND DELIVERY OF READY MIX CONCRETE FOR USE BY THE SERVICE DEPARTMENT OF THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

WHEREAS, the City has advertised and received bids for the purchase and delivery of ready mix concrete for use by the Service Department of the City of Strongsville for the years 2018, 2019 and 2020; and

WHEREAS, Council is desirous of 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 **WESTVIEW CONCRETE CORPORATION** for the purchase and delivery of ready mix concrete for use by the Service Department of the City of Strongsville for the years 2018, 2019 and 2020, meets the specifications on file in the office of the Director of Public Service; 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 this contract are hereby rejected. Any informalities or minor defects in the bidding process are hereby waived.

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 and delivery of ready mix concrete for use by the Service Department of the City during the years of 2018, 2019 and 2020, in accordance with the specifications on file in the office of the Director of Public Service and for the unit prices and sums submitted in such bid, but in any event in a total amount not to exceed \$1,402,100.00 for the years 2018, 2019 and 2020, except for certain other related costs which will be imposed at bid unit prices and in addition thereto, if applicable (extra stop charge; less than load charge; and winter operation charge).

Section 3. That the funds necessary for the purpose of such contract have been appropriated for the year 2018, and shall be paid from the Street Construction, Maintenance and Repair 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.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2018 – 037
Page 2

Section 5. That this Ordinance is hereby declared an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to purchase said materials in order to provide for the continuity of services and operation of the Service Department, and to ensure safe roads. 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. 2018-037 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2018 – 038

By: Mayor Perciak and Ms. Roff

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A NON-EXCLUSIVE RENTAL/OCCUPANCY AGREEMENT WITH THE STALLIONS ATHLETIC ORGANIZATION ON A LIMITED BASIS FOR 2018, FOR THE USE OF VARIOUS BASEBALL FIELDS IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Strongsville provides various City parks that offer baseball fields and facilities for the enjoyment and benefit of residents and guests; and

WHEREAS, the Stallions Athletic Organization (SAO), is a Strongsville community-based nonprofit organization that offers a baseball program for boys in the area; and further which views its mission to develop young men through the game of baseball; and

WHEREAS, SAO again desires to occupy and use the City baseball fields to stage and conduct the "Stallions Spring Stampede" baseball tournament from April 13, 2018 through April 15, 2018, on a limited and non-exclusive basis; and

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

WHEREAS, the parties, therefore, now desire to enter into a limited non-exclusive Rental/Occupancy Agreement for 2018 to be authorized in accordance with Strongsville Codified Ordinance 264.02.

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

Section 1. That this Council finds and determines that the baseball field facilities owned by the City of Strongsville at various locations throughout the City, are not needed entirely for municipal public use; and authorizes and directs the Mayor to enter into a non-exclusive Rental/Occupancy Agreement with the Stallions Athletic Organization for 2018, and upon the other terms and conditions set forth in the Rental/Occupancy Agreement, attached hereto and designated Exhibit 1, which is approved in all respects.

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

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.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2018 – 038
PAGE 2

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

_____ Approved: _____
 President of Council Mayor

Date Passed: _____ Date Approved: _____

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

Attest: _____
 Clerk of Council

ORD. No. 2018-038 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

RENTAL/OCCUPANCY AGREEMENT

THIS RENTAL/OCCUPANCY AGREEMENT is made effective the ____ day of _____, 2018, by and between **THE CITY OF STRONGSVILLE, OHIO**, a municipal corporation organized and existing pursuant to law and located at 16099 Foltz Parkway, Strongsville, Ohio 44149 (hereinafter "City") and **STALLIONS ATHLETIC ORGANIZATION**, an Ohio nonprofit corporation, and located at 5460 Wegman Drive, Valley City, Ohio 44280 (hereinafter called "SAO" or "Tenant").

WITNESSETH:

WHEREAS, the Stallions Athletic Organization, is a Strongsville community-based nonprofit organization that offers a baseball program for boys in the area; and further which views its mission to develop young men through the game of baseball; and

WHEREAS, SAO again desires to occupy and use the City baseball fields to stage and conduct the "Stallions Spring Stampede" baseball tournament from April 13, 2018 through April 15, 2018, on a limited and non-exclusive basis; and

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

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

1. DESCRIPTION AND RENTAL OF PREMISES

The City hereby rents to Tenant for limited occupancy, and Tenant hereby rents from City, certain premises set forth and listed in Exhibit A, which is made a part hereof, situated in the City of Strongsville, County of Cuyahoga, and State of Ohio and commonly known as the "City of Strongsville Baseball Fields" (hereinafter the "Premises").

2. TERM

2.1 Term

The term of this Rental/Occupancy shall commence April 13, 2018 and end at midnight April 15, 2018.

2.2 Termination

Tenant hereby acknowledges that the City may, at any time, and without cause, terminate this Agreement upon seven (7) days written notice. The City will make every good faith effort to apprise Tenant of its intentions at the earliest possible date, but reserves the right to terminate this Agreement within its sole discretion.

3. RENT

3.1 Basic Rent

Tenant agrees to pay to the City as rental for the term of this Rental/Occupancy, an amount to be determined by the Director of Recreation, payable to the City of Strongsville, based on the following costs and fees:

- (a) Field Fee – Ninety-Five Dollars (\$95.00) per baseball field, per day, for each baseball field used by Tenant during the term of Tenant's occupancy.
- (b) City Labor Fee – Thirty Dollars (\$30.00) per hour for each two (2) person City crew that is used to set-up and maintain the Premises during the term of Tenant's occupancy.
- (c) Portable Toilets – One Hundred Seventy-Five Dollars (\$175.00) each day for a total amount of Five Hundred Twenty-Five Dollars (\$525.00) for the daily cleaning of all portable toilets.
- (d) Illumination of Baseball Fields – Twenty-Five Dollars (\$25.00) per baseball field, per day, for each baseball field, where the electric light system is used to illuminate each field.
- (e) Field Drying Agent – Fifteen Dollars (\$15.00) for each bag of drying agent used during the term of Tenant's occupancy.

3.2 The City shall send a bill to Tenant after the term of this Agreement has expired setting forth the total amount owed for said rental, based on the fees provided herein.

3.3 Method of Payment

The Rent payment shall be made payable to the City of Strongsville within fourteen (14) days of the date of billing, and shall be sent to the City of Strongsville, 18100 Royalton Road, Strongsville, Ohio 44136, Attention: Recreation Department, unless the City shall direct otherwise by notice to Tenant.

4. POSSESSION

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

5. CONDITION OF PREMISES, REPAIRS, ALTERATIONS AND MAINTENANCE

5.1 Condition of Premises at Commencement of Term

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

5.2 Repairs and Maintenance

(a) The City shall have sole responsibility, but within its sole discretion, to repair and maintain the Premises, including but not limited to lining and reasonable maintenance of the baseball game field, plus all driveways, sidewalks, parking areas or

other paved areas servicing the Premises. City shall also, at its sole expense, keep all walks, driveways, sidewalks, parking areas or other paved areas servicing the Premises free of excessive snow, ice, water, rubbish and dirt and other natural or artificial accumulations.

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

5.3 Condition of Premises at Termination of Agreement

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

6. UTILITIES

The City shall pay all charges for the use of sewers, water, light, fuel or other utilities relating to the Premises, if any, except that Tenant shall be responsible to pay for the illumination of any baseball field, as set forth in Section 3.1(d) of this Agreement.

7. INSURANCE AND INDEMNIFICATION

7.1 Public Liability Insurance

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

7.2 Indemnification

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

8. USE

8.1 General

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

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

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

8.2 Alterations and Improvements

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

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

9. DEFAULT

9.1 Events Constituting Default

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

9.2 Effect of Default

In the event of default, the City may at its option (a) terminate this Agreement, or, without terminating this Agreement, terminate Tenant's right to possession of the Premises under this Agreement, (b) re-enter the Premises with or without process of law, using such force as may be necessary and remove all persons and chattels therefrom and the City shall not be liable for damages or otherwise by reason of such re-entry, (c) cure any default relating to the condition of the Premises and obtain reimbursement of expenses therefor from Tenant, or (d) employ any other remedy provided by law. The foregoing remedies may be exercised individually or

cumulatively at the option of the City, and the exercise of any one shall not be deemed a waiver of the City's right to exercise one or more additional remedies. Except as provided in this Agreement, Tenant waives the necessity of demand for rent and any other demand or notice that may now or thereafter be required by any statute, regulation or decision for the maintenance by City of any action in forcible entry and detainer. The commencement of such an action by the City shall for the purpose of this Agreement be equivalent to the City's exercise of its right to re-enter the Premises.

9.3 Waiver or Default

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

10. MECHANICS' LIENS

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

11. QUIET ENJOYMENT

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

12. RIGHT OF ENTRY

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

13. ASSIGNMENT, SUBLEASE AND CHANGE OF ORGANIZATION

13.1 Assignment and Sublease

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

13.2 Change of Organization of Tenant

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

14. NOTICES

All notices to the City
shall be sent to:

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

All notices to the Tenant
shall be sent to:

Stallions Athletic Organization
c/o Paul Gregory
5460 Wegman Drive
Valley City, Ohio 44280

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

15. PARTIES BOUND AND BENEFITED

This Agreement shall bind and benefit the parties hereto, their successors and permitted assigns. The words "City" and "Tenant" in this Agreement shall be construed to include the corporations and/or entities named herein as City and Tenant,

respectively, and their respective successors and permitted assigns. This Section shall not be construed to abridge, modify or remove the prohibitions or restrictions on assignment, subleasing, permission to occupy or similar acts contained elsewhere in this Agreement.

16. RELATIONSHIP OF THE PARTIES

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

17. ONLY AGREEMENT

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

18. CAPTIONS

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

19. GOVERNING LAW

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

20. COUNTERPARTS

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

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

Witnesses:

CITY OF STRONGSVILLE

By: _____

Thomas P. Perciak

Its: Mayor

Date: _____

EXHIBIT A

City of Strongsville Baseball Fields

REC PARK #1 – 18100 Royalton Road

1. Cross Field
2. Finley Field
3. Rademaker Field

REC PARK #2 – 16109 Foltz Parkway

1. Foltz #1 Field
2. Foltz #2 Field

REC PARK #3 – 21273 Drake Road

1. Wood Field
2. Sprague Field

VOLUNTEER PARK – 21410 Lunn Road

1. Watts Field
2. Stroemple Field
3. Farnsworth Field
4. Capp Field
5. Roth Field
6. Kalinich Field

YOUTH SPORTS PARK – 21255 Lunn Road

1. Youth Park #1
2. Youth Park #2
3. Youth Park #3

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2018 – 039

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ISSUE AND APPROVE CHANGE ORDER NO. 2 FOR AN INCREASE IN THE CONTRACT PRICE IN ACCORDANCE WITH THE PROVISIONS OF THE CONTRACT BETWEEN THE CITY OF STRONGSVILLE AND FABRIZI TRUCKING & PAVING CO., INC., IN CONNECTION WITH THE BOWMAN DRIVE, DRAKE ROAD AND FETZER DRIVE SANITARY SEWER PROJECT, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Ordinance No. 2017-125, Council authorized the Mayor to enter into a contract with Fabrizi Trucking & Paving Co., Inc., for improvements to the sanitary sewers on Bowman Drive, Drake Road and Fetzer Drive in the City of Strongsville, in connection with the Bowman Drive, Drake Road and Fetzer Drive Sanitary Sewer Project (the "Project"), in an amount not to exceed \$2,229,125.50; and

WHEREAS, thereafter, pursuant to Ordinance No. 2017-217, Council authorized the Mayor to issue and approve Change Order No. 1 for the additional costs incurred by Fabrizi Trucking & Paving Co., Inc., in the amount of \$29,843.70 for a new total Project cost of \$2,258,969.20 for services performed in connection with additional work required and requested by the City, as well as work required due to unforeseen conditions encountered and reconciliation of actual field quantities with plan quantities, all of which work was not originally contemplated as part of the Project; and

WHEREAS, the City's Engineer has now recommended that it would be in the best interests of the City to include changes in the work performed or to be performed on the Project by Fabrizi Trucking & Paving Co., Inc., generally being additional work required and requested by the City due to unforeseen conditions encountered in connection with boring work performed at certain residences on Bowman Drive and Drake Road; installation and re-installation of clay storm drains; additional 12" reinforced concrete pipe; and various reconciliation of plan quantities to field quantities; and

WHEREAS, further, the City Engineer has determined that due to the discovery of the lack of a base to support an asphalt street because of subgrade soil conditions, it is in the best interest of the public health, safety and welfare of the affected residents to install concrete on these streets, which also requires the removal of existing asphalt, stone and subgrade necessary to install reinforced concrete pavement and drainage, and to provide additional payment for all such changes in the work, in the amount of \$508,524.18 for a new total Project cost of \$2,767,493.38.

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

Section 1. That the Mayor be and is hereby authorized and directed to issue and approve Change Order No. 2 to the contract in the amount of \$508,524.18, as recommended by the City Engineer, and reflected in Exhibit A, and after the issuance and approval of said

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2018 - 039

Page 2

Change Order No. 2 and completion of such work, to direct the Director of Finance to make payment to **FABRIZI TRUCKING & PAVING CO., INC.**, in the additional amount of \$508,524.18 thereby increasing the total Project cost to \$2,767,493.38.

Section 2. That the funds for the purposes of this Project have been appropriated and shall be paid from the General Capital Improvement Fund, Sanitary Sewer Fund, from the collection of special assessments to be levied by the City, from Ohio Public Works Commission grant funding, and any additional grant funds made available for the Project through the Northeast Ohio Regional Sewer District.

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

Section 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to provide for changes in the work in order to properly and timely complete the Project, to facilitate payment to the contractor for unanticipated changes in the work, to avoid potential legal problems, and conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
Clerk of Council

ORD. No. 2018-039 Amended: _____

1st Rdg. _____ Ref: _____

2nd Rdg. _____ Ref: _____

3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____

Adopted: _____ Defeated: _____

CHANGE ORDER

Order No. # 2
Date: April 2, 2018
Agreement Date: August 10, 2017

Name of PROJECT: **Bowman, Fetzer, & Drake Road Sanitary Sewer**

CONTRACTOR: **Fabrizi Trucking and Paving, Co.**

The following changes are hereby made to the CONTRACTOR DOCUMENTS:

Justification: Project close out to actual quantities

Change to CONTRACT PRICE

Original CONTRACT PRICE: **\$2,229,125.50**

Current CONTRACT PRICE adjusted by Previous CHANGE ORDER: **\$2,258,969.20**

The CONTRACT PRICE due to this CHANGE ORDER will be **increased** by: **\$508,524.18**

The new CONTRACT PRICE including this CHANGE ORDER will be: **\$2,767,493.38**

Change to CONTRACT TIME:

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

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

Requested by: _____
Fabrizi Trucking and Paving, Co.

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

Accepted by: _____
Mayor Thomas P. Perciak

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2018 – 040

By: Mr. Schonhut

AN ORDINANCE ACCEPTING FOR DEDICATION TO PUBLIC USE CERTAIN LANDS WITHIN SIEDEL FARMS SUBDIVISION NO. 6; ACCEPTING CERTAIN PUBLIC UTILITIES CONSTRUCTED THEREIN AND AUTHORIZING AND DIRECTING THE ACTS REQUIRED IN FURTHERANCE THEREOF, AND DECLARING AN EMERGENCY.

WHEREAS, Siedel Land Holdings, LLC (hereinafter referred to as "Developer"), owner of Siedel Farms Subdivision No. 6, is offering to the City of Strongsville for dedication to public use certain lands for streets, drives, roads, and easements (the "Public Rights-of-way"), as shown on the plat for the subdivision (the "Subdivision Plat"); and

WHEREAS, the Developer is offering to the City of Strongsville for acceptance certain public utilities, public sanitary and storm sewers, and appurtenances constructed above and beneath the surface of the ground within the aforesaid lands (the "Public Improvements") as shown in the improvements plans for said subdivision approved by the City Engineer on February 9, 2017, and on file with the City Engineer (hereinafter referred to as "Improvement Plans"); and

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

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

Section 1. That Council finds and determines that it is in the public interest to accept for dedication to public use the Public Rights-of-way prior to the completion of the installation of sidewalks, provided that the Developer shall deposit a cash bond with the City in an amount that shall be no less than 100% of the estimated cost of completing all such sidewalk improvements as determined by the City Engineer conditioned upon the full completion of the aforesaid improvements to be constructed and/or installed in such Public Rights-of-way no later than December 31, 2019; and provided that, upon completion of such sidewalk improvements, the Developer provides to the City a bond securing or guaranteeing the maintenance of such sidewalk improvements for a period not less than two years from and after the effective date of the subsequent ordinance accepting such sidewalk improvements in a sum no less than 10% of the cost of the installation of such sidewalk improvements.

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

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

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

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

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

Section 7. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of the Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

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

President of Council

Approved: _____
Mayor

Date Passed: _____ Date Approved: _____

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2018 - 040
Page 3

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

Attest: _____
Clerk of Council

ORD. No. 2018-040 Amended: _____

1st Rdg. _____ Ref: _____

2nd Rdg. _____ Ref: _____

3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____

Adopted: _____ Defeated: _____

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2018 - 041

By: Mayor Perciak and Mr. Schonhut

A RESOLUTION CONFIRMING PLANNING COMMISSION APPROVAL OF THE SITE PLAN FOR THE INSTALLATION OF A FIBER DISTRIBUTION EQUIPMENT CABINET AND CONCRETE PAD IN A UTILITY EASEMENT LOCATED AT 15939 DRAKE ROAD (PPN 397-33-017), IN THE CITY OF STRONGSVILLE.

WHEREAS, AT&T, through its agent, has submitted a site plan to the Planning Commission for approval of the installation of a new fiber distribution equipment cabinet and new concrete pad in a utility easement located at 15939 Drake Road (PPN 397-33-017), and zoned Public Facilities; and

WHEREAS, the Commission approved said site plan at its meeting of March 22, 2018.

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

Section 1. That this Council hereby confirms the approval of the City's Planning Commission of the site plan submitted by AT&T, through its agent, for the installation of a new fiber distribution equipment cabinet and new concrete pad in a utility easement located at 15939 Drake Road (PPN 397-33-017), and zoned Public Facilities.

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

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

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
Clerk of Council

RES
Ord. No. 2018-041 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

MEMORANDUM

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

FROM: Carol Oprea, Administrative Assistant, Boards & Commissions

SUBJECT: Referrals to Council

DATE: March 23, 2018

Please be advised that at its meeting of March 22, 2018, the Strongsville Planning Commission gave Favorable Recommendation to the following;

AT & T/ Peter Janis, Agent

Site Plan approval of a new fiber distribution cabinet and new concrete pad located in a private easement for property located at 17741 Howe Road, PPN 397-33-023 zoned Public Facility.

ORDINANCE NO. 2018-036

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.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2018 - 042
BY: MAYOR THOMAS P. PERCIAK

AN ORDINANCE MAKING APPROPRIATIONS FOR THE ANNUAL EXPENSES AND OTHER EXPENDITURES OF THE CITY OF STRONGSVILLE, OHIO, FOR THE YEAR 2018 AND REPEALING ORDINANCE NUMBER 2017-216.

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

Section 1: THAT THERE BE APPROPRIATED FROM THE FOLLOWING FUNDS AND AS FURTHER DETAILED IN THE SCHEDULE ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN:

<u>General Fund - 101</u>					
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
101 Total General Fund		\$ 17,588,300.00	\$ 8,063,700.00	\$ 12,212,000.00	\$ 37,864,000.00
<u>Special Revenue Funds - 200</u>					
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
203	Police Pension	\$ 1,365,300.00	\$ -	\$ -	\$ 1,365,300.00
204	Street Construction & Maintenance	5,351,500.00	8,051,300.00	-	13,402,800.00
205	State Highway Maintenance	-	140,000.00	-	140,000.00
206	Motor Vehicle License Tax	-	400,000.00	-	400,000.00
207	Emergency Vehicle Fund	-	1,081,000.00	-	1,081,000.00
208	Fire Levy	7,698,000.00	711,900.00	-	8,409,900.00
209	Fire Pension	1,479,400.00	-	-	1,479,400.00
211	Clerk of Court	-	40,000.00	-	40,000.00
212	Drainage Levy	-	1,052,500.00	-	1,052,500.00
214	Multi-Purpose Complex	3,277,400.00	2,011,600.00	-	5,289,000.00
215	Southwest General Hospital	-	356,296.00	-	356,296.00
216	Law Enforcement Federal Seizures	-	7,000.00	-	7,000.00
217	Law Enforcement State Seizures	-	12,000.00	-	12,000.00
218	Law Enforcement Drug Fine	-	400.00	-	400.00
219	Law Enforcement DWI/DUI	-	10,000.00	-	10,000.00
220	Tree Fund	-	150,000.00	-	150,000.00
222	Community Diversion	11,300.00	2,300.00	-	13,600.00
224	Earned Benefits	505,800.00	-	-	505,800.00
200 Total Special Revenue Funds		\$ 19,688,700.00	\$ 14,026,296.00	\$ -	\$ 33,714,996.00
<u>Debt Service Funds - 300</u>					
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
331	General Bond Retirement	\$ -	\$ 3,471,275.00	\$ -	\$ 3,471,275.00
333	Pearl Road TIF # 1 Fund	-	572,300.00	-	572,300.00
334	Royalton Road TIF Fund	-	3,000.00	-	3,000.00
335	Pearl Road TIF # 2 Fund	-	-	-	-
336	Pearl Road TIF # 3 Fund	-	-	-	-
337	Westwood Commons TIF Fund	-	-	20,000.00	20,000.00
338	Giant Eagle TIF	-	-	-	-
300 Total Debt Service Funds		\$ -	\$ 4,046,575.00	\$ 20,000.00	\$ 4,066,575.00
<u>Capital Improvement Capital Project Funds - 400</u>					
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
441	Recreation Capital Improvement	\$ -	\$ 1,100,000.00	\$ -	\$ 1,100,000.00
442	General Capital Improvement	-	2,303,000.00	-	2,303,000.00
447	TIF Capital Improvements Fund	-	102,000.00	-	102,000.00
400 Total Capital Project Funds		\$ -	\$ 3,505,000.00	\$ -	\$ 3,505,000.00

<u>Enterprise Funds - 500</u>					
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
551	Sanitary Sewer	\$ 1,482,100.00	\$ 8,392,634.00	\$ -	\$ 9,874,734.00

<u>Internal Service Fund - 600</u>					
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
661	Health Insurance Reserve	\$ -	\$ 5,142,700.00	\$ -	\$ 5,142,700.00
664	Worker's Compensation Reserve	-	620,000.00	-	620,000.00
600	Total Internal Service Funds	\$ -	\$ 5,762,700.00	\$ -	\$ 5,762,700.00
Grand Total All Funds		\$ 38,759,100.00	\$ 43,796,905.00	\$ 12,232,000.00	\$ 94,788,005.00

<u>Itemized list of Transfers and Advances by Fund</u>	
Description	Amount
General Fund to Street Construction Fund	\$ 4,300,000.00
General Fund to Fire Levy Fund	3,000,000.00
General Fund to Multi-Complex Fund	1,600,000.00
General Fund to Police Pension Fund	840,000.00
General Fund to Fire Pension Fund	972,000.00
General Fund to Drainage Levy Fund	200,000.00
General Fund to Earned Benefits Fund	500,000.00
General Fund to General Bond Retirement	300,000.00
General Fund to General Capital Improvement Fund	500,000.00
Total Transfers	\$ 12,212,000.00
Westwood Commons TIF to General Fund	20,000.00
Total Advance Repayments	\$ 20,000.00
Total Transfers and Advance Repayments	\$ 12,232,000.00

Section 2: That all expenditures within the fiscal year ending December 31, 2018 shall be made in accordance with the code accounts set forth above, and shall be made within the appropriations herein provided.

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: AS AN ORDINANCE providing for the appropriation of monies and consistent with the City's Charter Article III, Section 13, this Ordinance shall take effect immediately upon its passage and approval by the Mayor, or otherwise at the earliest time allowed by law.

President of Council

Approved: _____
Mayor

Date Passed

Date Approved

Attest: _____
Clerk of Council

Carbone	_____ Yea	_____ Nay	ORD. No. <u>2018-042</u>	Amended: _____
Daymut	_____	_____	1st Rdg. _____	Ref: _____
DeMio	_____	_____	2nd Rdg. _____	Ref: _____
Kosek	_____	_____	3rd Rdg. _____	Ref: _____
Roff	_____	_____	_____	_____
Schonhut	_____	_____	_____	_____
Short	_____	_____	_____	_____
			Pub Hrg. _____	Ref: _____
			Adopted: _____	Defeated: _____

EXHIBIT "A"
SCHEDULE OF BUDGETS BY DEPARTMENT - page 1 of 2

Dept #	Department	Personal Services	Other	Transfers & Advances	Total
011410	Council	\$ 330,400.00	\$ 30,000.00	\$ -	\$ 360,400.00
011411	Mayors Office	348,300.00	15,300.00	-	363,600.00
015412	Police Department	9,619,700.00	1,450,300.00	-	11,070,000.00
011413	Human Resources	236,400.00	81,900.00	-	318,300.00
011414	Finance Department	523,400.00	21,600.00	-	545,000.00
011415	Legal Department	489,400.00	100,900.00	-	590,300.00
011416	Communication & Technology	647,600.00	812,000.00	-	1,459,600.00
011417	Building Department	1,031,700.00	206,300.00	-	1,238,000.00
011418	Mayors Court	171,000.00	28,100.00	-	199,100.00
011420	Rubbish Department	-	2,500,500.00	-	2,500,500.00
011421	Cemetery Department	124,100.00	256,100.00	-	380,200.00
011422	Architectural Board of Review	-	6,000.00	-	6,000.00
011423	Planning Commission	107,100.00	119,000.00	-	226,100.00
011424	Civil Service	-	31,000.00	-	31,000.00
011425	Board of Appeals	-	11,000.00	-	11,000.00
011428	Parks Department	107,700.00	346,100.00	-	453,800.00
011429	Public Safety	164,300.00	-	-	164,300.00
011430	General Miscellaneous	-	1,619,600.00	-	1,619,600.00
011435	Economic Development	155,200.00	144,600.00	-	299,800.00
015415	OPID Grant	43,500.00	-	-	43,500.00
015414	Corrections Officers	847,400.00	167,000.00	-	1,014,400.00
015413	Joint Dispatch Center	2,641,100.00	116,400.00	-	2,757,500.00
011468	Non Government Transfers	-	-	12,212,000.00	12,212,000.00
Total General Fund		\$ 17,588,300.00	\$ 8,063,700.00	\$ 12,212,000.00	\$ 37,864,000.00
031000	Police Pension	1,365,300.00	-	-	1,365,300.00
046419	Street Repairs	4,508,300.00	6,273,800.00	-	10,782,100.00
046426	Traffic Signal Maintenance	106,000.00	230,500.00	-	336,500.00
046427	Snow Removal	-	700,000.00	-	700,000.00
046433	Municipal Garage	737,200.00	847,000.00	-	1,584,200.00
056000	State Highway Maintenance	-	140,000.00	-	140,000.00
066000	Motor Vehicle License Tax	-	400,000.00	-	400,000.00
075000	Emergency Vehicle Fund	-	1,081,000.00	-	1,081,000.00
085000	Fire Levy	7,698,000.00	440,700.00	-	8,138,700.00
085001	Fire Station Ward 1	-	69,200.00	-	69,200.00
085002	Fire Station Ward 2	-	47,500.00	-	47,500.00
085003	Fire Station Ward 3	-	35,500.00	-	35,500.00
085004	Fire Station Ward 4	-	119,000.00	-	119,000.00
095000	Fire Pension	1,479,400.00	-	-	1,479,400.00
111000	Clerk of Court	-	40,000.00	-	40,000.00
121000	Drainage Levy	-	1,052,500.00	-	1,052,500.00
143304	Sports Programs	323,000.00	297,700.00	-	620,700.00
143305	Recreation Administration	465,000.00	706,300.00	-	1,171,300.00
143306	Fitness	420,100.00	168,900.00	-	589,000.00
143310	Aquatics	725,800.00	98,100.00	-	823,900.00
143311	Recreation Programs	250,000.00	30,200.00	-	280,200.00
143430	Special Events	-	15,200.00	-	15,200.00
143431	Old Town Hall	10,800.00	16,100.00	-	26,900.00
143439	Senior Services	593,100.00	403,900.00	-	997,000.00
143451	Recreation Maintenance	489,600.00	232,000.00	-	721,600.00
143500	Program Refunds	-	43,200.00	-	43,200.00
152000	Southwest General Hospital	-	356,296.00	-	356,296.00
165000	Law Enforcement Federal Seizures	-	7,000.00	-	7,000.00
175000	Law Enforcement State Seizures	-	12,000.00	-	12,000.00
185000	Law Enforcement Drug Fine	-	400.00	-	400.00
195000	Law Enforcement DWI/DUI	-	10,000.00	-	10,000.00
204000	Tree Maintenance	-	150,000.00	-	150,000.00
225000	Community Diversion	11,300.00	2,300.00	-	13,600.00
224000	Earned Benefits	505,800.00	-	-	505,800.00
Total Special Revenue Funds		\$ 19,688,700.00	\$ 14,026,296.00	\$ -	\$ 33,714,996.00

EXHIBIT "A"
SCHEDULE OF BUDGETS BY DEPARTMENT - page 2 of 2

Dept #	Department	Personal Service	Other	Transfers & Advances	Total
311000	General Bond Retirement	-	3,471,275.00	-	3,471,275.00
333000	Pearl Road TIF # 1	-	572,300.00	-	572,300.00
334000	Royalton Road TIF	-	3,000.00	-	3,000.00
335000	Pearl Road TIF # 2	-	-	-	-
336000	Pearl Road TIF # 3	-	-	-	-
337000	Westwood Commons	-	-	20,000.00	20,000.00
338000	Giant Eagle TIF	-	-	-	-
Total Debt Service		\$ -	\$ 4,046,575.00	\$ 20,000.00	\$ 4,066,575.00
413000	Recreation Capital Improvement	-	1,100,000.00	-	1,100,000.00
421000	General Capital Improvement	-	2,303,000.00	-	2,303,000.00
447100	Pearl & Whitney TIF	-	-	-	-
447102	Prospect/Albion TIF	-	-	-	-
447104	42/82 TIF	-	102,000.00	-	102,000.00
Total Capital Projects		\$ -	\$ 3,505,000.00	\$ -	\$ 3,505,000.00
512501	Engineering and Administration	689,700.00	940,400.00	-	1,630,100.00
512502	Plant Expenditures	-	3,826,500.00	-	3,826,500.00
512503	Line Expenditures	792,400.00	430,000.00	-	1,222,400.00
512504	Sewer Capital Improvements	-	2,870,000.00	-	2,870,000.00
512505	Sewer Debt Payments	-	325,734.00	-	325,734.00
Total Sanitary Sewer		\$ 1,482,100.00	\$ 8,392,634.00	\$ -	\$ 9,874,734.00
661000	Health Insurance Reserve	-	5,142,700.00	-	5,142,700.00
664000	Workers Compensation Reserve	-	620,000.00	-	620,000.00
Total Internal Service		\$ -	\$ 5,762,700.00	\$ -	\$ 5,762,700.00
GRAND TOTAL		\$ 38,759,100.00	\$ 43,796,905.00	\$ 12,232,000.00	\$ 94,788,005.00

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2018 – 043

By: Mayor Perciak and All Members of Council

AN ORDINANCE AMENDING SECTION 881.03(6) IMPOSITION OF TAX, AND SECTION 881.05(19) REGARDING ANNUAL RETURNS AND FILING; ENACTING A NEW SECTION 881.29 CONCERNING ELECTION TO BE SUBJECT TO R.C. 718.80 TO 718.95, OF CHAPTER 881, OF TITLE FOUR OF PART EIGHT OF THE CITY'S CODIFIED ORDINANCES IN ORDER TO FURTHER PROVIDE FOR IMPOSITION AND REGULATION OF THE MUNICIPAL INCOME TAX, AND DECLARING AN EMERGENCY.

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

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

WHEREAS, last year, the General Assembly enacted House Bill 49 (HB 49), which mandated that certain sections of the municipal income tax codes were to be amended by January 1, 2018; and

WHEREAS, therefore, by and through Ordinance No. 2017-213, City Council amended certain sections of the municipal income tax code, as mandated by said HB 49; and

WHEREAS, upon a detailed further review of HB 49 and the Codified Ordinances of the City of Strongsville, and because of recent litigation between the City of Strongsville, along with other municipalities, against the Ohio Department of Taxation, further amendments are required to the City's Codified Ordinances, in order to be in accord with the new provisions and limitations specified in the Ohio Revised Code.

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

Section 1. That Section 881.03(6) Imposition of Tax (Businesses), of Chapter 881 of Title Four of Part Eight-Business Regulation and Taxation Code of the Codified Ordinances of the City of Strongsville, be and is hereby amended in order that Section 881.03(6) shall read in its entirety as follows:

**CHAPTER 881
Income Tax Effective January 1, 2016**

- 881.01 Purpose of income tax; authority to levy tax.**
- 881.02 Definitions.**
- 881.03 Imposition of tax.**

- 881.04 Collection at source.
- 881.05 Annual return; filing.
- 881.06 Credit for tax paid to other municipalities.
- 881.07 Estimated taxes.
- 881.08 Rounding of amounts.
- 881.09 Requests for refunds.
- 881.10 Second municipality imposing tax after time period allowed for refund.
- 881.11 Amended returns.
- 881.12 Limitations.
- 881.13 Audits.
- 881.14 Service of assessment.
- 881.15 Administration of claims.
- 881.16 Tax information confidential.
- 881.17 Fraud.
- 881.18 Interest and penalties.
- 881.19 Authority of Tax Administrator; verification of information.
- 881.20 Request for opinion of the Tax Administrator.
- 881.21 Board of Tax Review.
- 881.22 Authority to create rules and regulations.
- 881.23 Rental and leased property.
- 881.24 Savings clause.
- 881.25 Collection of tax after termination of chapter.
- 881.26 Adoption of RITA Rules and Regulations.
- 881.27 Registration.
- 881.28 Authorization to provide notice.
- 881.29 Election to be subject to R.C. 718.80 to 718.95
- 881.99 Violations; penalties.

* * *

881.03 IMPOSITION OF TAX.

* * *

Businesses.

6. This division applies to any taxpayer engaged in a business or profession in the City of Strongsville, unless the taxpayer is an individual who resides in Strongsville or the taxpayer is an electric company, combined company, or telephone company that is subject to and required to file reports under Chapter 5745. of the ORC.

(a) Except as otherwise provided in division 6(b) of this section, net profit from a business or profession conducted both within and without the boundaries of the City of Strongsville shall be considered as having a taxable situs in Strongsville for purposes of municipal income taxation in the same proportion as the average ratio of the following:

(1) The average original cost of the real property and tangible personal property owned or used by the taxpayer in the business or profession in Strongsville during the taxable period to the average original cost of all of the real and tangible personal property owned or used by the taxpayer in the business or profession during the same period, wherever situated.

As used in the preceding paragraph, tangible personal or real property shall include property rented or leased by the taxpayer and the value of such property shall be determined by multiplying the annual rental thereon by eight;

(2) Wages, salaries, and other compensation paid during the taxable period to individuals employed in the business or profession for services performed in Strongsville to wages, salaries, and other compensation paid during the same period to individuals employed in the business or profession, wherever the individual's services are performed, excluding compensation from which taxes are not required to be withheld under Section 881.04 division 3;

(3) Total gross receipts of the business or profession from sales and rentals made and services performed during the taxable period in Strongsville to total gross receipts of the business or profession during the same period from sales, rentals, and services, wherever made or performed.

(b) (1) If the apportionment factors described in division 6(a) of this section do not fairly represent the extent of a taxpayer's business activity in Strongsville, the taxpayer may request, or the Tax Administrator of the City of Strongsville may require, that the taxpayer use, with respect to all or any portion of the income of the taxpayer, an alternative apportionment method involving one or more of the following:

- (i) Separate accounting;
- (ii) The exclusion of one or more of the factors;
- (iii) The inclusion of one or more additional factors that would provide for a more fair apportionment of the income of the taxpayer to the municipal corporation;
- (iv) A modification of one or more of the factors.

(2) A taxpayer request to use an alternative apportionment method shall be in writing and shall accompany a tax return, timely filed appeal of an assessment, or timely filed amended tax return. The taxpayer may use the requested alternative method unless the Tax Administrator denies the request in an assessment issued within the period prescribed by Section 881.12/1.

(3) The Tax Administrator may require a taxpayer to use an alternative apportionment method as described in division 6(b)(1) of this section, but only by issuing an assessment to the taxpayer within the period prescribed by Section 881.12/1.

(4) Nothing in division 6(b) of this section nullifies or otherwise affects any alternative apportionment arrangement approved by the Tax Administrator or otherwise agreed upon by both the Tax Administrator and taxpayer before January 1, 2016.

(c) As used in division 6(a)(2) of this section, "wages, salaries, and other compensation" includes only wages, salaries, or other compensation paid to an employee for services performed at any of the following locations:

(1) A location that is owned, controlled, or used by, rented to, or under the possession of one of the following:

- (i) The employer;
- (ii) A vendor, customer, client, or patient of the employer, or a related member of such a vendor, customer, client, or patient;
- (iii) A vendor, customer, client, or patient of a person described in 6(c)(1)ii) of this section, or a related member of such a vendor, customer, client, or patient.

(2) Any location at which a trial, appeal, hearing, investigation, inquiry, review, court-martial, or similar administrative, judicial, or legislative matter or proceeding is being conducted, provided that the compensation is paid for services performed for, or on behalf of, the employer or that the employee's presence at the location directly or indirectly benefits the employer;

(3) Any other location, if the Tax Administrator determines that the employer directed the employee to perform the services at the other location in lieu of a location described in division 6(c)(1) or (2) of this section solely in order to avoid or reduce the employer's municipal income tax liability. If the Tax Administrator makes such a determination, the employer may dispute the determination by establishing, by a preponderance of the evidence, that the Tax Administrator's determination was unreasonable.

(d) For the purposes of division 6(a)(3) of this section, receipts from sales and rentals made and services performed shall be situated to a municipal corporation as follows:

(1) Gross receipts from the sale of tangible personal property shall be situated to the municipal corporation ~~in which the sale originated. For the purposes of this division, a sale of property originates in City of Strongsville~~ only if, regardless of where title passes, the property meets ~~any~~ either of the following criteria:

(i) The property is shipped to or delivered within Strongsville from a stock of goods located within the City of Strongsville.

(ii) The property is delivered within Strongsville from a location outside Strongsville, provided the taxpayer is regularly engaged through its own employees in the solicitation or promotion of sales within the City of Strongsville and the sales result from such solicitation or promotion.

~~(iii) The property is shipped from a place within Strongsville to purchasers outside Strongsville, provided that the taxpayer is not, through its own employees, regularly engaged in the solicitation or promotion of sales at the place where delivery is made.~~

(2) Gross receipts from the sale of services shall be situated to Strongsville to the extent that such services are performed in such City.

(3) To the extent included in income, gross receipts from the sale of real property located in the City of Strongsville shall be situated to Strongsville.

(4) To the extent included in income, gross receipts from rents and royalties from real property located in Strongsville shall be situated to the City of Strongsville.

(5) Gross receipts from rents and royalties from tangible personal property shall be situated to the City of Strongsville based upon the extent to which the tangible personal property is used in Strongsville.

(e) The net profit received by an individual taxpayer from the rental of real estate owned directly by the individual, or by a disregarded entity owned by the individual, shall be subject to Strongsville's tax only if the property generating the net profit is located in the City of Strongsville or if the individual taxpayer that receives the net profit is a resident of Strongsville. Strongsville shall allow such taxpayers to elect to use separate accounting for the purpose of calculating net profit situated under this division to the municipal corporation in which the property is located.

(f) (1) Commissions received by a real estate agent or broker relating to the sale, purchase, or lease of real estate shall be situated to the municipal corporation in which the real estate is located. Net profit reported by the real estate agent or broker shall be allocated to Strongsville, if applicable, based upon the ratio of the commissions the agent or broker received from the sale, purchase, or lease of real estate located in Strongsville to the commissions received from the sale, purchase, or lease of real estate everywhere in the taxable year.

(2) An individual who is a resident of Strongsville shall report the individual's net profit from all real estate activity on the individual's annual tax return for Strongsville. The individual may claim a credit for taxes the individual paid on such net profit to another municipal corporation to the extent that such a credit is allowed under Strongsville's income tax ordinance.

(g) When calculating the ratios described in division 6(a) of this section for the purposes of that division or division 6(b) of this section, the owner of a disregarded entity shall include in the owner's ratios the property, payroll, and gross receipts of such disregarded entity.

- (h) Left intentionally blank.
- (i) Intentionally left blank.

~~(Ord. 2015-208. Passed 11-2-15.)~~

* * *

Section 2. That Section 881.05(19), Annual Return; Filing, of Chapter 881 of Title Four of Part Eight-Business Regulation and Taxation Code of the Codified Ordinances of the City of Strongsville be and is hereby amended in order that Section 881.05(19) shall read in its entirety as follows:

881.05 ANNUAL RETURN; FILING.

* * *

19. (a) For taxable years beginning on or after January 1, 2016, a taxpayer that is a member of an affiliated group of corporations may elect to file a consolidated municipal income tax return for a taxable year if at least one member of the affiliated group of corporations is subject to Strongsville's income tax in that taxable year, and if the affiliated group of corporations filed a consolidated federal income tax return with respect to that taxable year. The election is binding for a five-year period beginning with the first taxable year of the initial election unless a change in the reporting method is required under federal law. The election continues to be binding for each subsequent five-year period unless the taxpayer elects to discontinue filing consolidated municipal income tax returns under division 19(b) of this section or a taxpayer receives permission from the Tax Administrator. The Tax Administrator shall approve such a request for good cause shown.

(b) An election to discontinue filing consolidated municipal income tax returns under this section must be made in the first year following the last year of a five-year consolidated municipal income tax return election period in effect under division 19(a) of this section. The election to discontinue filing a consolidated municipal income tax return is binding for a five-year period beginning with the first taxable year of the election.

(c) An election made under division 19(a) or (b) of this section is binding on all members of the affiliated group of corporations subject to a municipal income tax.

(d) When a taxpayer makes the election allowed under Section 718.80 of the Revised Code, a valid election made by a taxpayer under Section 19(a) or (b) of this Section is binding upon the tax commissioner for the remainder of the five-year period.

(e) When an election is made under Section 718.80 of the Revised Code is terminated, a valid election made under Section 718.86 of the Revised Code is binding upon the tax administrator for the remainder of the five-year period.

* * *

Section 3. That Section 881.29, Election to be Subject to R.C. 718.80 to 718.95, of Chapter 881 of Title Four of Part Eight-Business Regulation and Taxation Code of the Codified

Ordinances of the City of Strongsville be and is hereby enacted in order that Section 881.29 shall read in its entirety as follows:

* * *

881.29 ELECTION TO BE SUBJECT TO R.C. 718.80 TO 718.95.

1. City of Strongsville hereby adopts and incorporates herein by reference Sections 718.80 to 718.95 of the Ohio Revised Code for tax years beginning on or after January 1, 2018.

2. A taxpayer, as defined in division 3 of this Section, may elect to be subject to Sections 718.80 to 718.95 of the Ohio Revised Code in lieu of the provisions of this Chapter.

3. "Taxpayer" has the same meaning as in Section 718.01 of the Ohio Revised Code, except that "taxpayer" does not include natural persons or entities subject to the tax imposed under Chapter 5745 of the Revised Code. "Taxpayer" may include receivers, assignees, or trustees in bankruptcy when such persons are required to assume the role of a taxpayer.

* * *

Section 4. That any ordinances or resolutions, or parts thereof, in conflict with these amendments to Chapter 881, except for current Chapter 880 where it remains applicable, are hereby superseded and repealed.

Section 5. That the provisions of this Ordinance shall take effect and be in force from and after January 1, 2018, presuming it is approved in accordance with law.

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

Section 7. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is necessary to further update the City's municipal Code in order to provide for consistency in law due to the passage of House Bill 49. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2018 - 043
Page 7

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

Attest: _____
Clerk of Council

ORD. No. 2018-043 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2018 – 044

By: Mayor Perciak and Mr. Carbone

**A RESOLUTION ADOPTING ALTERNATIVE TAX BUDGET
INFORMATION FOR THE CITY OF STRONGSVILLE, OHIO
FOR FISCAL YEAR 2019, AND DECLARING AN EMERGENCY.**

WHEREAS, pursuant to Section 5705.281 of the Ohio Revised Code, the Cuyahoga County Budget Commission has waived the requirement that the City of Strongsville adopt a tax budget as provided under Sections 5705.28 and 5705.30 of the Revised Code, and has required the City of Strongsville to provide alternative tax budget information in order for the Commission to perform its duties under law; and

WHEREAS, the Mayor and Director of Finance, therefore, have prepared alternative tax budget information for the City of Strongsville, Ohio, for the fiscal year beginning January 1, 2019; including a Division of Taxes Levied setting forth levies inside and outside the 10 Mill limitation, inclusive of debt levies; a Statement of Fund Activity; Unvoted General Obligation Debt; Voted Debt Outside of the 10 Mill Limit; and Schedule of Interfund Transfers, all for submission to the Cuyahoga County Budget Commission and Cuyahoga County Fiscal Officer.

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

Section 1. That the alternative tax budget information for the City of Strongsville, Ohio, for the fiscal year commencing January 1, 2019, heretofore prepared by the Mayor of this City and submitted to this Council, a copy of which is attached hereto as Exhibit "A" and made a part hereof as if fully rewritten herein, be and the same is hereby ratified, approved, confirmed and adopted as the official alternative tax budget information of the City of Strongsville for the fiscal year beginning January 1, 2019 and ending December 31, 2019 for submission to the Cuyahoga County Budget Commission and Cuyahoga County Fiscal Officer.

Section 2. That the Clerk of Council be and is hereby authorized and directed to promptly certify and transmit a copy of said alternative tax budget information and a copy of this Resolution to the Cuyahoga County Budget Commission and Cuyahoga County Fiscal Officer.

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

Section 4. That this Resolution 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 in order to comply with all state, county and local requirements concerning tax budgets. Therefore, provided this Resolution receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

CITY OF STRONGSVILLE, OHIO
RESOLUTION NO. 2018 - 044
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

RES
ORD. No. 2018-044 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

ALTERNATIVE TAX BUDGET INFORMATION

Political Subdivision/Taxing Unit CITY OF STRONGSVILLE

For the Fiscal Year Commencing January 1, 2019

Fiscal Officer Signature  Date _____

COUNTY OF CUYAHOGA

Background

Substitute House Bill No. 129 (HB129) effective June 3, 2002, was enacted by the 124th General Assembly in part to allow a county budget commission to waive the requirement that a taxing authority adopt a tax budget for a political subdivision or other taxing unit, pursuant to Ohio Revised Code (ORC) Section 5705.281.

Ohio Revised Code Section 5705.281

Under the amended version of this section pursuant to HB 129, a county budget commission, by an affirmative vote of a majority of the commission, including an affirmative vote by the county auditor, may waive the tax budget for any subdivision or other taxing unit. However, the commission may require the taxing authority to provide any information needed by the commission to perform its duties, including the division of the tax rates as provided under ORC Section 5705.04.

County Budget Commission Duties

The county budget commission must still certify tax rates to each subdivision or other taxing unit, by March 1 for school districts and by September 1 for all other taxing authorities under ORC Section 5705.35, even when a tax budget is waived. Also, the commission is still required to issue an official certificate of estimated resources under ORC Section 5705.35 and amended official certificates of estimated resources under ORC Section 5705.36.

Therefore, when a budget commission is setting tax rates based on a taxing unit's need, for purposes of ORC Sections 5705.32, 5705.34, and 5705.341, its determination must be based on that other information the commission asked the taxing authority to provide under ORC Section 5705.281, when the tax budget was waived. Also, an official certificate must be based on that other information the commission asked the taxing authority to provide.

County Budget Commission Action

On October 11, 2002 during the Cuyahoga County Budget Commission meeting, the commission with an affirmative vote of all members waived the requirement for taxing authorities of subdivisions or other taxing units (Including Schools) to adopt a tax budget as provided under ORC Section 5705.281,

Alternative Tax Budget Information Filing Deadline

For all political subdivisions excluding school districts, the fiscal officer must file one copy of this document with the County Fiscal Officer on or before July 20th. For school districts the fiscal officer must file one copy of this document with the County Fiscal Officer on or before January 20th.

GUIDELINES FOR COMPLETING THE ALTERNATIVE TAX BUDGET INFORMATION

SCHEDULE 1

The general purpose of schedule 1 is to meet the requirement of Ohio Revised Code (ORC) Section 5705.04 which requires the taxing authority of each subdivision to divide the taxes levied into separate levies. For help use the schedule B issued by the budget commission for the current year and add any new levies.

In column 1 list only those individual funds which are requesting general property tax revenue. In column 2 purpose refers to the following terms, inside, current expenses, and special levy for example. In column 4 levy type refers to renewal, additional, and replacement for example. In column 9 identify the amount of general property tax you wish to request.

NOTE:

The general purpose of column 9 is to demonstrate the need to produce property tax revenues to cover the estimated expenditures for the budget year. ORC Section 5705.341 states in part;

"Nothing in this section or any section of the ORC shall permit or require the levying of any rate of taxation, whether within the 10 mill limitation or whether the levy has been approved by the electors, the political subdivision or the charter of a municipal corporation in excess of such 10 mill limitation, unless such rate of taxation for the ensuing fiscal year is clearly required by a budget properly and lawfully, adopted under this chapter or by other information required per ORC 5705.281."

Property tax revenue includes real estate taxes, personal property taxes, homestead and rollback.

SCHEDULE 2

The general purpose of schedule 2 is to produce an Official Certificate of Estimated Resources for all funds. In column 3, total estimated receipts should include all revenues plus transfers in. All taxing authorities, except school districts, must submit a list of all tax transfers.

SCHEDULE 3

The general purpose of schedule 3 is to provide inside/charter millage for debt service. The basic security for payment of general obligation debt is the requirement of the levy of ad valorem property taxes within the 10 mill limitation imposed by Ohio law. Ohio law requires a levy and collection of ad valorem property tax to pay debt service on general obligation debt as it becomes due, unless that debt service is paid from other sources.

SCHEDULE 4

The general purpose of schedule 4 is to provide for the proper amount of millage to cover debt service requirements on voted bond issues. Major capital improvement projects are sometimes financed through the use of voted bonds. The taxing authority seeks voter approval of general obligation bonds and of the levy of property taxes outside the indirect debt limitation in whatever amount is necessary to pay debt service on those bonds.

SCHEDULE 5

The general purpose of schedule 5 is to properly account for tax anticipation notes. See schedule 5 for more details.

City of Strongsville, Cuyahoga County, Ohio
DIVISION OF TAXES LEVIED
For the Year Ending December 31, 2019

(Levies Inside & Outside 10 Mill Limitation, Inclusive of Debt Levies)
(List All Levies Of The Taxing Authority)

I	II	III	IV	V	VI	VII	VIII	IX
Fund	Purpose	Authorized By Voters On MM/DD/YY	Levy Type	Number of Years Levy To Run	Tax Year Begins/Ends	Collection Year Begins/Ends	Maximum Rate Authorized	\$ AMOUNT Requested of Budget Commission
General Fund								
General Fund	Current Expense	05/06/14	Renewal	5	2014 - 2018	2015 - 2019	1.5	\$ 544,600
Special Revenue Funds								
Fire Levy Fund	Current Expense	05/05/09	Renewal	continuing	continuing	continuing	2.0	\$ 2,877,100
Fire Levy Fund	Current Expense	11/07/17	Renewal	5	2018 - 2022	2019 - 2023	1.5	\$ 2,191,100
Drainage Levy Fund	Drainage	11/07/17	Renewal	5	2018 - 2022	2019 - 2023	0.4	\$ 584,300
SW Hospital Fund	SW Hospital	11/04/14	Renewal	5	2015 - 2019	2016 - 2020	1.0	\$ 363,100
Police Pension Fund	Inside Millage						0.3	\$ 447,500
Fire Pension Fund	Inside Millage						0.3	\$ 447,500
Total Special Revenue Funds							5.5	\$ 6,910,600
Debt Service Funds								
General Bond Retirement	Inside Millage						2.3	\$ 3,431,000
Total Debt Service Funds							2.3	\$ 3,431,000
Totals							9.3	\$ 10,886,200

City of Strongsville, Cuyahoga County, Ohio
STATEMENT OF FUND ACTIVITY
 For the Year Ending December 31, 2019

Schedule 2

(List All Funds Individually)

Fund By Type	II		III		IV		V		VI	
	Beginning Estimated Unencumbered Fund Balance	Property Taxes and Local Government Fund Revenue	Other Source Receipts	Total Resources Available For Expenditures	Total Estimated Expenditures and Encumbrances	Ending Estimated Unencum- bered Balance				
General Fund	\$ 7,382,930.84	\$ 984,905.00	\$ 36,164,639.00	\$ 44,532,474.84	\$ 38,084,400.00	\$ 6,448,074.84				
Special Revenue Fund Group										
Police Pension	\$ 154,562.57	\$ 447,500.00	\$ 900,000.00	\$ 1,502,062.57	\$ 1,406,200.00	\$ 95,862.57				
Street Maintenance & Construction	\$ 3,304,956.65	\$ -	\$ 11,055,000.00	\$ 14,359,956.65	\$ 12,094,000.00	\$ 2,265,956.65				
State Highway Maintenance	\$ 455,612.69	\$ -	\$ 159,500.00	\$ 615,112.69	\$ 140,000.00	\$ 475,112.69				
Motor Vehicle License	\$ 149,195.85	\$ -	\$ 1,636,000.00	\$ 1,785,195.85	\$ 1,588,000.00	\$ 197,195.85				
Emergency Vehicle	\$ 1,848,798.80	\$ -	\$ 1,024,000.00	\$ 2,872,798.80	\$ 981,000.00	\$ 1,891,798.80				
Fire Levy	\$ 1,768,001.60	\$ 5,068,200.00	\$ 3,005,400.00	\$ 9,841,601.60	\$ 8,659,400.00	\$ 1,182,201.60				
Fire Pension	\$ 190,737.01	\$ 447,500.00	\$ 1,032,000.00	\$ 1,670,237.01	\$ 1,524,000.00	\$ 146,237.01				
Clerk of Court	\$ 131,718.12	\$ -	\$ 20,000.00	\$ 151,718.12	\$ 40,000.00	\$ 111,718.12				
Drainage Levy	\$ 608,462.15	\$ 584,300.00	\$ 600.00	\$ 1,193,362.15	\$ 988,200.00	\$ 205,162.15				
Multi-Purpose Complex	\$ 353,690.84	\$ -	\$ 5,101,100.00	\$ 5,454,790.84	\$ 5,165,500.00	\$ 289,290.84				
SW General Hospital	\$ -	\$ 363,100.00	\$ -	\$ 363,100.00	\$ 363,100.00	\$ -				
Law Enforcement Federal Seizure	\$ 7,285.55	\$ -	\$ 1,000.00	\$ 8,285.55	\$ 7,000.00	\$ 1,285.55				
Law Enforcement State Seizure	\$ 38,497.48	\$ -	\$ 3,000.00	\$ 41,497.48	\$ 12,000.00	\$ 29,497.48				
Law Enforcement Mandatory Drug Fine	\$ 14,533.57	\$ -	\$ 4,400.00	\$ 18,933.57	\$ 400.00	\$ 18,533.57				
Law Enforcement DUI/DWI	\$ 15,432.73	\$ -	\$ 2,000.00	\$ 17,432.73	\$ 10,000.00	\$ 7,432.73				
Tree Maintenance	\$ 141,574.84	\$ -	\$ 117,000.00	\$ 258,574.84	\$ 150,000.00	\$ 108,574.84				
Community Diversion	\$ 87.51	\$ -	\$ 12,400.00	\$ 12,487.51	\$ 12,400.00	\$ 87.51				
Earned Benefits	\$ 3,532,904.37	\$ -	\$ 500,000.00	\$ 4,032,904.37	\$ 505,800.00	\$ 3,527,104.37				
Total Special Revenue Funds	\$ 12,716,052.33	\$ 6,910,600.00	\$ 24,573,400.00	\$ 44,200,052.33	\$ 33,647,000.00	\$ 10,553,052.33				
Debt Service Fund Group										
General Bond Retirement	\$ 2,321,426.46	\$ 3,431,000.00	\$ 100,000.00	\$ 5,852,426.46	\$ 3,427,800.00	\$ 2,424,626.46				
Pearl Road TIF # 1	\$ 704,206.42	\$ -	\$ 1,091,000.00	\$ 1,795,206.42	\$ 581,600.00	\$ 1,213,606.42				
Route 82 TIF	\$ 201,457.23	\$ -	\$ 180,100.00	\$ 381,557.23	\$ 3,000.00	\$ 378,557.23				
Pearl Road TIF # 2	\$ 128,300.55	\$ -	\$ 22,400.00	\$ 150,700.55	\$ -	\$ 150,700.55				
Pearl Road TIF # 3	\$ 157,263.14	\$ -	\$ 33,000.00	\$ 190,263.14	\$ -	\$ 190,263.14				
Westwood Commons TIF	\$ 701.49	\$ -	\$ 19,000.00	\$ 19,701.49	\$ 8,300.00	\$ 11,401.49				
Giant Eagle TIF	\$ 118,734.26	\$ -	\$ 74,000.00	\$ 192,734.26	\$ -	\$ 192,734.26				
GETGO TIF	\$ 61,875.27	\$ -	\$ 21,000.00	\$ 82,875.27	\$ -	\$ 82,875.27				
Total Debt Service Funds	\$ 3,693,964.82	\$ 3,431,000.00	\$ 1,540,500.00	\$ 8,665,464.82	\$ 4,020,700.00	\$ 4,644,764.82				

City of Strongsville, Cuyahoga County, Ohio
STATEMENT OF FUND ACTIVITY
For the Year Ending December 31, 2019

(List All Funds Individually)

Schedule 2

I Fund By Type	II Beginning Estimated Unencumbered Fund Balance	III Property Taxes and Local Government Fund Revenue	III Other Source Receipts	IV Total Resources Available For Expenditures	V Total Estimated Expenditures and Encumbrances	VI Ending Estimated Unencum- bered Balance
Capital Project Fund Group						
Recreation Capital Improvement	\$ 261,132.78	\$ -	\$ 90,500.00	\$ 351,632.78	\$ 150,000.00	\$ 201,632.78
General Capital Improvement	\$ 3,554,494.27	\$ -	\$ 1,315,300.00	\$ 4,869,794.27	\$ 3,186,900.00	\$ 1,682,894.27
TIF Capital Improvement Funds	\$ 217,115.43	\$ -	\$ 97,900.00	\$ 315,015.43	\$ -	\$ 315,015.43
Total Capital Project Funds	\$ 4,032,742.48	\$ -	\$ 1,503,700.00	\$ 5,536,442.48	\$ 3,336,900.00	\$ 2,199,542.48
Enterprise Fund Group						
Sanitary Sewer	\$ 11,591,114.53	\$ -	\$ 8,049,600.00	\$ 19,640,714.53	\$ 9,424,835.00	\$ 10,215,879.53
Internal Service Fund Group						
Health Insurance Reserve	\$ 1,085,425.99	\$ -	\$ 5,373,700.00	\$ 6,459,125.99	\$ 5,393,700.00	\$ 1,065,425.99
Worker's Compensation Reserve	\$ 976,415.08	\$ -	\$ 458,200.00	\$ 1,434,615.08	\$ 634,900.00	\$ 799,715.08
Total Internal Service Fund Group	\$ 2,061,841.07	\$ -	\$ 5,831,900.00	\$ 7,893,741.07	\$ 6,028,600.00	\$ 1,865,141.07
TOTAL ALL FUNDS	\$ 41,478,646.07	\$ 11,326,505.00	\$ 77,663,739.00	\$ 130,468,890.07	\$ 94,542,435.00	\$ 35,926,455.07

City of Strongsville, Cuyahoga County, Ohio
Tax Budget
For the Year Ending December 31, 2019

UNVOTED GENERAL OBLIGATION DEBT

(Include General Obligation Debt To Be Paid From Inside/Charter Millage Only)
 (Do Not Include Special Obligation Bonds & Revenue Bonds)

Schedule 3

I	II	III	IV	V	VI
Purpose of Bonds or Notes	Date of Issue	Final Maturity Date	Principal Amount Outstanding At The Beginning Of The Year	Amount Required To Meet Budget Year Principal & Interest Payments	Amount Receivable From Other Sources To Meet Debt Payments
General Purpose Various Improvement Bonds 2009 Issue (TIF)	8-Dec-09	1-Dec-19	\$365,000	\$376,406	\$376,406
General Purpose Various Improvement Bonds 2011 Issue	6-Sep-11	1-Dec-21	\$3,675,000	\$1,317,000	\$0
General Purpose Various Improvement Bonds 2014 Issue	1-Apr-14	1-Dec-26	\$7,605,000	\$1,107,675	\$0
General Purpose Various Improvement Bonds 2015 Issue	22-Oct-15	1-Dec-26	\$6,840,000	\$225,144	\$0
General Purpose Various Improvement Bonds 2016 Issue	21-Jul-16	1-Dec-34	\$10,920,000	\$627,125	\$0
General Purpose Various Improvement Bonds 2016 Issue (TIF)	21-Jul-16	1-Dec-29	\$5,440,000	\$205,088	\$205,088
Totals			\$34,845,000	\$3,858,438	\$581,494

City of Strongsville, Cuyahoga County, Ohio
Tax Budget

For the Year Ending December 31, 2019

SCHEDULE OF INTERFUND TRANSFERS

Supplemental Schedule

From	Amount	To
Transfers		
General Fund	\$4,100,000	Street Construction, Maintenance & Repair Special Revenue Fund
General Fund	\$3,000,000	Fire Levy Special Revenue Fund
General Fund	\$2,000,000	Multi-Purpose Special Revenue Fund
General Fund	\$900,000	Police Pension Special Revenue Fund
General Fund	\$1,032,000	Fire Pension Special Revenue Fund
General Fund	\$500,000	Earned Benefits Special Revenue Fund
General Fund	\$100,000	General Bond Retirement Fund
General Fund	\$500,000	General Capital Improvement Fund
Advance Repayments		
Westwood Commons TIF Fund	\$20,000	General Fund

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2018 – 045

By: Mayor Perciak and Mr. Short

AN ORDINANCE AUTHORIZING THE MAYOR TO APPLY FOR FINANCIAL ASSISTANCE UNDER THE DRUG ABUSE RESISTANCE EDUCATION (“DARE”) LAW ENFORCEMENT GRANTS PROGRAM; AUTHORIZING ACCEPTANCE OF FUNDS, AND DECLARING AN EMERGENCY.

WHEREAS, in 1993, the Ohio General Assembly and the Governor established the DARE Grants Program within the Office of the Ohio Attorney General now codified in Ohio Revised Code Section 4511.191F(4); and

WHEREAS, the primary purpose of the DARE Grants Program is to provide funds to local law enforcement agencies, specifically for the salaries of certified DARE officers teaching or planning to teach the approved DARE curriculum in the local schools; and

WHEREAS, the Grants Program provides matching funds to defray the costs of an officer's salary, excluding fringe benefits, up to 50% for a certified DARE officer and also provides a percentage of the cost for a School Resource Officer; and

WHEREAS, the City again wishes to apply for such funding in order to assist it with the salaries of one (1) certified DARE officer and one (1) certified School Resource Officer, for the 2018-2019 school year; and

WHEREAS, when the City is advised that its application for funding under the DARE Grant Program is approved, the City is desirous of accepting such award.

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 other appropriate officers of the City be and are hereby authorized and directed to execute and file an application with the Office of the Attorney General of Ohio, under the 2018-2019 DARE Grants Program for funding for the salary of one (1) certified DARE officer and one (1) certified School Resource Officer, to provide the required assurances therein, and to provide all information and documentation required in said application, all as set forth in the application on file with the Chief of Police.

Section 2. That this Council hereby approves the acceptance of any award of funding under such DARE Grant Program for the 2018-2019 school year, and hereby authorizes the Mayor, Director of Finance, Chief of Police, and/or other appropriate officers of the City to do all things necessary in furtherance thereof.

Section 3. That the monies received and the funds required to meet the City's obligation under said application, if any, have been appropriated and are to be paid respectively into and from the General Fund.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2018 - 045
Page 2

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 the prompt execution of such application is required in order to request funding for the 2018-2019 school year, to continue to educate students concerning drug abuse, and conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

 President of Council

Approved: _____
 Mayor

Date Passed: _____ Date Approved: _____

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

Attest: _____
 Clerk of Council

ORD. No. 2018-045 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2018 – 046

By: Mayor Perciak and Ms. Kosek

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

WHEREAS, through adoption of Ordinance Nos. 2014-186, 2015-117, 2016-045 and 2017-049, the City of Strongsville previously entered into agreements with TAC Computer, Inc. for computer consulting services for the Strongsville Police Department, Fire Department and Regional Public Safety Dispatch Center; and

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

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

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

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

Section 2. That for the reasons aforesaid, Council hereby authorizes and directs the Mayor to enter into an Agreement, without public bidding, with **TAC COMPUTER, INC.**, commencing April 1, 2018, a copy of which Agreement is attached hereto as Exhibit A, and incorporated herein as if fully rewritten.

Section 3. That the funds for the purpose of such contract have been appropriated for 2018 and shall be paid from the General Fund, Clerk of Courts Computer Fund, and Fire Levy Fund for the remainder of 2018 and a portion of 2019.

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

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

 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. 2018-046 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

FLAT RATE SERVICE AGREEMENT

This agreement is made the first (1) day of April, 2018 between TAC Computer Inc. having its principal place of business at 7603 First Place B-10, Oakwood Village, Ohio 44146 (hereinafter called "TAC") and the Strongsville Police Department

Strongsville Police Department
18688 Royalton Rd.
Strongsville, Ohio 44136

Effective 04/01/2018

		ITEMS COVERED	
QTY	Description		Total
1	Computer Aided Dispatch/Police Records	759.11	759.11
1	Multi-Agency CAD	231.75	231.75
1	LEADS Connectivity Support	72.10	72.10
1	911 Mapping Server		
12	911 Mapping	32.96	395.52
1	Sansio Interface	93.75	93.75
8	Mobile Mapping	8.24	65.92
1	Report to Web	125.00	125.00
31	TAC Mobile Software Rental/Support	50.00	1,550.00
1	Remote CAD Access (Berea and Olmsted Falls Fire)	21.45	21.45
1	OLEN Membership	307.00	307.00
1	ORI Hosting	206.00	206.00
Monthly Total			\$3,827.60
Quarterly Total			\$11,482.80

Please check desired billing frequency:
 Monthly Quarterly Semi annual Annual

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

ACCEPTED:
TAC Computer Inc.

Customer: CITY OF STRONGSVILLE

By: Thomas W. Craven Date 02/12/2018

Name _____

Customer's P.O. # _____

By: Thomas P. Perciak

TAX Exempt. # _____

Title: Mayor

SOFTWARE SERVICE AGREEMENT TERMS & CONDITIONS

ARTICLE 1 - WORK DESCRIPTION

TAC Technicians shall provide the following support services.

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

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

ARTICLE 2 - INCLUDED SERVICES

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

ARTICLE 3 - SERVICE HOURS

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

ARTICLE 4 - LIABILITY

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

ARTICLE 5 - TERM

This agreement shall be in full force and effect on the effective date on the front side of this agreement and shall remain in effect for the initial term of 12 months and thereafter will remain in effect until terminated by either party hereto with thirty (30) days written notice to the other party. This agreement replaces and supersedes all previous agreements.

ARTICLE 6 - RATES

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

ARTICLE 7 – SOFTWARE COPYRIGHT

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

RE: TAC COMPUTER, INC. SOFTWARE SERVICE AGREEMENT

ADDENDUM TO SOFTWARE SERVICE AGREEMENT TERMS & CONDITIONS
BETWEEN
THE CITY OF STRONGSVILLE ("CITY" OR "CUSTOMER") AND
TAC COMPUTER, INC. ("CONSULTANT")

1. SUPPLEMENTAL FORMS. The parties agree that the following forms as identified and attached hereto, when properly executed, shall become part of the within Agreement:

Equal Opportunity Requirements
Non-Collusion Affidavit
Delinquent Personal Property Tax Affidavit
Declaration and Representation (ORC §9.24)
Certification and Representation (ORC §3517.13, as amended)
PERS Independent Contractor Acknowledgment

2. INSURANCE. Consultant shall maintain throughout the duration of this Agreement insurance in the following amounts:

- (a) Worker's Compensation and Employer's Liability
 - Worker's Compensation Statutory
 - Employer's Liability \$500,000/\$500,000/\$500,000

- (b) Comprehensive Automobile Liability
\$1,000,000 combined single limit Bodily Injury and Property Damage

- (c) Comprehensive General Liability including environmental coverage, (naming the City as additional insured)
 - \$1,000,000 per occurrence
 - \$2,000,000 annual aggregate
 - \$2,000,000 product/completed operations per occurrence
 - \$1,000,000 personal injury/advertising liability

- (d) Umbrella/Excess Liability
 - \$2,000,000 per occurrence
 - \$2,000,000 annual aggregate
 - \$2,000,000 products aggregate

- (e) Professional Liability Insurance or errors and omissions insurance in an amount of \$1,000,000 per claim and annual aggregate, provided that such coverage shall be maintained for a period of not less than two (2) years after completion of the contract.

The foregoing policies shall be with responsible carriers qualified to do business within the State of Ohio, and shall contain a provision that coverage will not be cancelled or failed to be renewed until at least (30) days' prior written notice has been given to the City as Customer. Certificates of Insurance showing such coverage to be in force shall be filed with the City through its Director of Finance prior to commencement of the Services and shall be in proper form.

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

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

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

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

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

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

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

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

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

If to Consultant:
Thomas W. Craven
TAC Computer, Inc.
7603 First Place B-10
Oakwood Village, Ohio 44146

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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City of Strongsville
16099 Foltz Parkway
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with a copy to the Law Director

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Thomas W. Craven
TAC Computer, Inc.
7603 First Place B-10
Oakwood Village, Ohio 44146

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

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

"CITY"/"CUSTOMER"
CITY OF STRONGSVILLE

"CONSULTANT"
TAC COMPUTER, INC.

By: _____
Signature

Thomas P. Perciak, Mayor
Typed Name/Title

Date of Signature

By: Tom W. Craven
Signature

Thomas W. Craven
Typed Name/Title

3 - 26 - 2018
Date of Signature

CERTIFICATION OF FUNDS

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

Date

Director of Finance

CERTIFICATE OF LAW DIRECTOR

I hereby certify that I have reviewed and approved the form of the foregoing Agreement this ____ day of _____, 2018.

Neal M. Jamison, Law Director

CITY OF STRONGSVILLE
EQUAL OPPORTUNITY REQUIREMENTS
for
SERVICE and SUPPLY CONTRACTS

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

This Certification becomes part of the resultant CONTRACT.

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

Company: TAC Computer, Inc
By: [Signature]
Date: 3-23-2018

NON-COLLUSION AFFIDAVIT

STATE OF Ohio)
) SS:
COUNTY Portage)

Thomas W. Cramer, being first duly sworn, deposes and says that
he/she is President of the party making the foregoing
(Title)

Proposal; that such Proposal filed herewith is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such Proposal is genuine and not collusive or sham; that said Proposer has not, directly or indirectly, induced or solicited any other Proposer to put in a false or sham Proposal, and has not, directly or indirectly, colluded, conspired, connived or agreed with any Proposer or anyone else to put in a sham Proposal or that anyone shall refrain from proposing; that said Proposer has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the Proposal price of said Proposer or of any other Proposer or to fix any overhead, profit, or cost element of such Proposal price or that of any other Proposer, or to secure any advantage against the City of Strongsville or anyone interested in the proposed Contract; that all statements contained in such Proposal are true; that said Proposer has not, directly or indirectly, submitted his Proposal price or any breakdown thereof or the contents thereof, or divulged information or data relative thereto, or paid or agreed to pay, directly or indirectly, any money, or other valuable consideration for assistance or aid rendered or to be rendered in procuring or attempting to procure the Contract above referenced, to any corporation, partnership, company, association, organization, or to any member or agent thereof, or to any other individual, except to such person or persons as hereinabove disclosed to have a partnership or other financial interest with said Proposer in his general business; and further that said Proposer shall not pay or agree to pay, directly or indirectly, any money or other valuable consideration to any corporation, partnership, company, association, organization, or to any member or agent thereof, or to any other individual, for aid or assistance in securing the Contract above referenced in the event the same is awarded to the Proposer.

[Signature]
Affiant

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE THIS 23rd day
of March, 2018.

[Signature]
Notary Public



KATHIE CHAPMAN
Notary Public - State of Ohio
My Commission Expires
March 31, 2023

DELINQUENT PERSONAL PROPERTY STATEMENT

TAC Computer, having been awarded a Contract by the City of
(name of contractor/proposer)

Strongsville hereby affirms under oath, pursuant to R.C. 5719.042 that at the time the Proposal was submitted, my company (was) (was not) charged with delinquent personal property taxes on the General Tax List of Personal Property for Cuyahoga County, Ohio.

If such charge for personal property tax exists on the General Tax List of Personal Property Cuyahoga County, Ohio the amount of such due and unpaid delinquent taxes including due and unpaid penalties and interest shall be set forth below.

A copy of this statement shall be transmitted to the Cuyahoga County Fiscal Officer and the Cuyahoga County Treasurer within thirty days of the date it is submitted. A copy of this statement shall also be incorporated into the Contract made between the City of Strongsville and the Proposer, and no payment shall be made with respect to any Contract unless such statement has been so incorporated as a part thereof.

Delinquent Personal Property Tax \$ 0

Penalties \$ 0

Interest \$ 0

TAC Computer Inc
(Company Name)
By: Thomas W. Conway
Thomas W. Conway
Its: President

STATE OF Ohio)
) SS:
COUNTY Portage)

SWORN TO BEFORE ME, a Notary Public in and for said county and state, on this 23rd day of March, 2018.



KATHIE CHAPMAN
Notary Public - State of Ohio
My Commission Expires
March 31, 2023

Kathie Chapman
Notary Public

**DECLARATION AND REPRESENTATION
IN ACCORDANCE WITH O.R.C. §9.24
(Unresolved Findings for Recovery)**

In accordance with provisions of Ohio Revised Code Section 9.24, the undersigned contractor/bidder hereby certifies and represents to the City that it does not currently have any unresolved findings for recovery against it pending with the Ohio Auditor of State. The undersigned further understands and acknowledges that pursuant to law, the City, as owner, will conduct a search of the Auditor of State's available database to verify the within information; and further that if the undersigned contractor/bidder appears on the list indicating that there are one or more unresolved findings for recovery, then it will be prohibited under law and disqualified from being awarded a contract for goods, services or construction paid for in whole or in part with state funds. Such findings may also be considered by the City in determining the lowest and best contractor/bidder, even if no state funds are involved.

CONTRACTOR/BIDDER

By: Thos McCre

Title: President

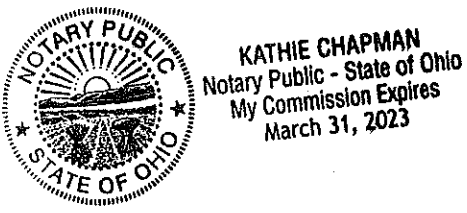
Date: 3-23-2016

STATE OF Ohio)
COUNTY OF Portage) SS:

SWORN TO AND SUBSCRIBED before me this 23rd day of March, 2016.

Kathie Chapman

Notary Public



**CERTIFICATION AND REPRESENTATIONS
IN ACCORDANCE WITH O.R.C. §3517.13 (As Amended)**

In accordance with the provisions of Ohio Revised Code Section 3517.13 as amended, the undersigned contractor/bidder hereby certifies and represents to the City that it is in full compliance with the limitations and restrictions reflected in Ohio Revised Code §3517.13 as amended; and further that neither it nor any of the following have during the past two (2) years made individual contributions exceeding \$1,000.00 to any City officials or their campaign committees who have or would be involved in awarding the contract or purchase order being proposed or entered into: (i) an individual; or (ii) partner or owner of partnership or unincorporated association; (iii) shareholder of association; (iv) more than 20% shareholder if a corporation; (v) administrator of estate; (vi) executor of estate; (vii) trustee of trust or; (viii) spouse of any of the above.

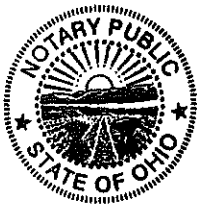
The undersigned further understands and acknowledges that pursuant to law, the City can confirm and verify the above information; and that if any of these certifications or representations are false, then under the statute, said vendor will be prohibited under law and disqualified from being awarded a contract or purchase order by the City for goods or services exceeding \$500.00 in value during any calendar year.

CONTRACTOR

TAC Computer Inc
 By: [Signature]
 Title: President
 Date: 3-23-2018

STATE OF OHIO)
) SS:
 COUNTY OF CUYAHOGA)

SWORN TO AND SUBSCRIBED before me this 23rd day of March, 2018.



KATHIE CHAPMAN
 Notary Public - State of Ohio
 My Commission Expires
 March 31, 2023

[Signature]
 Notary Public

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2018 – 047

By: Mayor Perciak and All Members of Council

**A RESOLUTION SUPPORTING THE CUYAHOGA COUNTY
HEALTH AND HUMAN SERVICES RENEWAL LEVY, ISSUE
NO. 9.**

WHEREAS, the Cuyahoga County Health and Human Services Levy has supported our community's most vulnerable citizens, namely, children and seniors; and

WHEREAS, the 2018 renewal of Cuyahoga County's 3.9-mill Health and Human Services Levy will ensure that children, seniors, families and people in crisis continue to receive critical services; and

WHEREAS, the revenue generated from this Levy provides, among other things, support for MetroHealth's premier Level One Trauma and Burn Center; the MetroHealth Life Flight and Neonatal Intensive Care Unit; services and programs to protect children at risk of abuse or neglect; home health care and services to help senior citizens live independently; counseling and treatment programs for children with behavioral health or drug problems; pre-kindergarten and health programs to make sure children enter school healthy and prepared; and crisis services for our most vulnerable citizens, whenever the need arises; and

WHEREAS, without voter approval of the Health and Human Services Levy, these programs will lose \$200 million in funding, forcing deep cuts to vital emergency services and programs that protect children, provide a variety of services that seniors depend on and help people living with mental illness; and

WHEREAS, the 2018 Health and Human Services Levy renewal is not a tax increase; and

WHEREAS, the renewal of this Health and Human Services Levy, therefore, is a critical piece of our community safety net, available for all of us at any time and meritorious of the support of all residents.

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

Section 1. That the City of Strongsville recognizes the far-reaching importance of the passage of the Health and Human Services Levy.

Section 2. That this Council hereby supports and urges passage by the voters of the renewal of the Cuyahoga County Health and Human Services Levy, Issue No. 9, on the ballot May 8, 2018.

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

CITY OF STRONGSVILLE, OHIO
RESOLUTION NO. 2018 – 047
Page 2

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. 2018-047 Amended: _____

1st Rdg. _____ Ref: _____

2nd Rdg. _____ Ref: _____

3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____

Adopted: _____ Defeated: _____

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2018 – 048

By: Mayor Perciak and All Members of Council

AN ORDINANCE AMENDING SECTION 1062.05 OF TITLE SIX OF PART TEN-STREETS, UTILITIES AND PUBLIC SERVICES CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE, CONCERNING INTOXICATING BEVERAGES IN OR ON MUNICIPAL PROPERTY, 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 1062.05 of Title Six 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:

* * *

1062.05 INTOXICATING BEVERAGES.

(a) No alcoholic beverages shall be sold, dispensed, given away, served or consumed in or upon any Municipal building, facility or grounds surrounding the same, except that persons or entities who are using all or a portion of the Strongsville Recreation and Senior Complex **or the Strongsville Public Commons (PPN 396-10-009)** for a special event and who hold a valid liquor permit issued by the Department of Liquor Control of the State of Ohio may dispense, give away and/or serve alcoholic beverages on the premises of the Strongsville Recreation and Senior Complex **or the Strongsville Public Commons (PPN 396-10-009)** to those attending such special event for their consumption subject to the terms and conditions of the liquor permit.

(b) Except as provided in subsection (a) above, the sale, dispensation, giving away, serving or use of any such beverages shall be grounds for immediate revocation of any person's or entity's license or permit for the use of the premises (unless it appears that such beverages have been sold, dispensed, given away, served or consumed without his/its knowledge and consent) and for the refusal of applications for use and rental by such person or entity.

~~(Ord. 2002-52. Passed 5-6-02.)~~

* * *

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 immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to update the City's Codified Ordinances concerning intoxicating beverages on municipal property. 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. 2018-048 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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