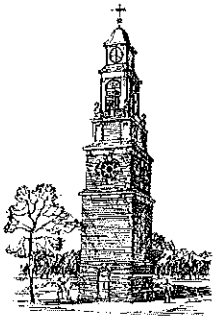

City of Strongsville

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

City Council

Matthew P. Patten
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

April 11, 2019

MEETING NOTICE

City Council has scheduled the following meeting for ***Monday, April 15, 2019,*** 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 7:00 p.m. All committees listed will meet immediately following the previous committee:

7:00 P.M. **Planning, Zoning & Engineering Committee** will meet to discuss Ordinance Nos. 2019-030, 2019-065, 2019-066 and Resolution No. 2019-067.

Finance Committee will meet to discuss Resolution No. 2019-059.

Public Safety & Health Committee will meet to discuss Ordinance No. 2019-068 and Resolution No. 2019-069.

Recreation & Community Services Committee will meet to discuss Ordinance Nos. 2019-070, 2019-075 and 2019-071.

Committee of the Whole will meet to discuss Resolution Nos. 2019-072, 2019-073 and 2019-074.

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 15, 2019 AT 8:00 P.M.
Mike Kalinich Sr. City Council Chamber
18688 Royalton Road, Strongsville, Ohio

AGENDA

1. CALL TO ORDER:

2. PLEDGE OF ALLEGIANCE:

3. CERTIFICATION OF POSTING:

4. ROLL CALL:

5. COMMENTS ON MINUTES:

   - *Council Meeting – April 1, 2019*

6. APPOINTMENTS, CONFIRMATIONS, AWARDS AND RECOGNITION:

   - *Administration of Oath of Office to newly-appointed Fire Lieutenant David M. Boyle.*

   - *Justin Harrison will speak to Council in regards to Child Abuse Prevention Month.*

7. PUBLIC HEARING:

   - Resolution No. 2019-072 by Mayor Perciak and All Members of Council. A RESOLUTION APPROVING THE APPLICATION OF SUSAN LEA SCHNITTKE TO PLACE LAND IN AN AGRICULTURAL DISTRICT.

   - Resolution No. 2019-073 by Mayor Perciak and All Members of Council. A RESOLUTION APPROVING THE APPLICATION OF MERYL HOSSFELD AND CYNTHIA HOSSFELD TO PLACE LAND IN AN AGRICULTURAL DISTRICT.

8. REPORTS OF COUNCIL COMMITTEE:

   - SCHOOL BOARD – Mr. Patten:

   - SOUTHWEST GENERAL HEALTH SYSTEM – Mr. Short:

   - BUILDING AND UTILITIES – Mr. Patten:

   - COMMUNICATIONS AND TECHNOLOGY – Ms. Kosek:

   - ECONOMIC DEVELOPMENT– Ms. Kosek:

   - FINANCE – Mr. Carbone:

   - PLANNING, ZONING AND ENGINEERING – Mr. Schonhut:

   - PUBLIC SAFETY AND HEALTH – Mr. Short:

   - PUBLIC SERVICE AND CONSERVATION – Ms. Roff:

   - RECREATION AND COMMUNITY SERVICES – Ms. Roff:

- COMMITTEE-OF-THE-WHOLE – Mr. DeMio:

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

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

10. AUDIENCE PARTICIPATION:

11. ORDINANCES AND RESOLUTIONS:

   - Ordinance No. 2019-030 by Mayor Perciak and All Members of Council. AN ORDINANCE APPROVING AND ADOPTING THE STRONGSVILLE MASTER PLAN 2018. *First reading 02-19-19. Second reading and referred to the Planning Commission 03-04-19. Tabled by the Planning Commission 03-14-19. Favorable recommendation by the Planning Commission 04-11-19.*
   - Resolution No. 2019-059 by Mayor Perciak and All Members of Council. A RESOLUTION ADOPTING ALTERNATIVE TAX BUDGET INFORMATION FOR THE CITY OF STRONGSVILLE, OHIO FOR FISCAL YEAR 2020, AND DECLARING AN EMERGENCY. *First reading 04-01-19.*
   - Ordinance No. 2019-065 by Mayor Perciak and All Members of Council. AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE LOCATED AT 18936 PEARL ROAD (PART OF PPN 394-31-004) IN THE CITY OF STRONGSVILLE FROM GB (GENERAL BUSINESS) CLASSIFICATION TO PF (PUBLIC FACILITIES) CLASSIFICATION, AND R-RS (RESTAURANT-RECREATIONAL SERVICES) TO PF (PUBLIC FACILITIES), AND DECLARING AN EMERGENCY.
   - Ordinance No. 2019-066 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN LPA FEDERAL LOCAL-LET PROJECT AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION TO PROVIDE FUNDING IN CONNECTION WITH THE STRONGSVILLE TRAFFIC SIGNAL UPGRADE PROJECT (CUY-STRONGSVILLE SIGNALS)[PID NO. 97602; AGREEMENT NO. 32515], AND DECLARING AN EMERGENCY.
   - Resolution No. 2019-067 by Mayor Perciak and All Members of Council. A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS FOR THE PAVEMENT RECONSTRUCTION PROGRAM FOR 2019 IN THE CITY OF STRONGSVILLE.

- Ordinance No. 2019-068 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A NEW COLLECTIVE BARGAINING AGREEMENT BETWEEN THE FRATERNAL ORDER OF THE POLICE, PARMA LODGE #15 (RADIO DISPATCHERS UNIT) AND THE CITY OF STRONGSVILLE THROUGH DECEMBER 31, 2021, AND DECLARING AN EMERGENCY.

- Resolution No. 2019-069 by Mayor Perciak and All Members of Council. A RESOLUTION ACCEPTING VARIOIUS DONATIONS TO THE CITY OF STRONGSVILLE IN MEMORY OF LIFE-LONG STRONGSVILLE RESIDENT CHARLOTTE MCKINLEY, TO BE USED FOR THE CITY'S FIRE DEPARTMENT.

- Ordinance No. 2019-070 by Mayor Perciak and All Members of Council. AN ORDINANCE REQUESTING PARTICIPATION IN OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES CONTRACTS FOR THE PURCHASE OF PLAYGROUND EQUIPMENT AND APPURTENANCES FOR USE BY THE RECREATION DEPARTMENT OF THE CITY AT SURRARRER PARK; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO DO ALL THINGS NECESSARY TO ENTER INTO AN AGREEMENT IN CONNECTION THEREWITH; AND DECLARING AN EMERGENCY.

- Ordinance No. 2019-071 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A NON-EXCLUSIVE RENTAL/OCCUPANCY AGREEMENT WITH THE GREATER CLEVELAND SENIORS SOFTBALL ON A LIMITED BASIS FOR 2019, FOR THE USE OF VARIOUS BASEBALL FIELDS IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

- Resolution No. 2019-072 by Mayor Perciak and All Members of Council A RESOLUTION APPROVING THE APPLICATION OF SUSAN LEA SCHNITTKE TO PLACE LAND IN AN AGRICULTURAL DISTRICT.

- Resolution No. 2019-073 by Mayor Perciak and All Members of Council. A RESOLUTION APPROVING THE APPLICATION OF MERYL HOSSFELD AND CYNTHIA HOSSFELD TO PLACE LAND IN AN AGRICULTURAL DISTRICT.

- Resolution No. 2019-074 by Mayor Perciak and All Members of Council. A RESOLUTION IN SUPPORT OF NATIONAL CHILD ABUSE PREVENTION MONTH DURING APRIL, 2019.

- Ordinance No. 2019-075 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A NON-EXCLUSIVE RENTAL/OCCUPANY AGREEMENT WITH THE GREAT LAKES BASEBALL LEAGUE ON A LIMITED BASIS FOR 2019, FOR THE USE OF VARIOUS BASEBALL FIELDS IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

12. COMMUNICATIONS, PETITIONS AND CLAIMS:

- *Application for Permit*: **NEW-D5I**: To: Dinas Pizza & Pub Inc. **DBA: Dinas Pizza & Pub;** 13169 Prospect Road, Strongsville, Ohio 44149 (Responses must be postmarked no later than 04/22/2019.)

13. MISCELLANEOUS BUSINESS:

14. ADJOURNMENT:

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2019 – 030

By: Mayor Perciak and All Members of Council

AN ORDINANCE APPROVING AND ADOPTING THE STRONGSVILLE MASTER PLAN 2018.

WHEREAS, in 1966, City officials, concerned with coordinating the many varied aspects of community development embarked on an intensive planning program which led to the City's first Comprehensive Plan, formally adopted by the City in 1968; and

WHEREAS, City officials have noted the importance of periodically updating the Comprehensive/Master Plan to reflect changes that occur over time and have, in fact, adopted updates to the Comprehensive Plan at various times, including but not limited to 1990, 1996, 2001 and, most recently, the "City of Strongsville 2015 Comprehensive Plan Update"; and

WHEREAS, the City acknowledges that a Comprehensive/Master Plan is necessary to the coordinated and successful development of the City as it advances into the future; that proper development cannot occur in a vacuum but must be based on sound study and planning and in a coordinated manner; and that this development is essential to the City in achieving its goals and objectives into the future; and

WHEREAS, in that regard, the Cuyahoga County Planning Commission's mission is to inform and provide services in support of the short and long-term comprehensive planning, quality of life, environment and economic development of Cuyahoga County and its cities, villages and townships; and

WHEREAS, therefore, by and through Ordinance No. 2016-190, this Council approved and authorized the submission of an application for financial assistance with the Cuyahoga County Planning Commission in order to be eligible to receive funding under the Community Master Plan Update Program; and

WHEREAS, thereafter, the Mayor's Office was informed that the City was awarded Fifty Percent (50%) matching funds in the amount of $30,000.00 by the Cuyahoga County Planning Commission in order to begin the process of preparing a Master Plan for the City of Strongsville; and

WHEREAS, by and through Ordinance No. 2017-065, Council authorized the Mayor to enter into a Professional Planning Services Agreement with the Cuyahoga County Planning Commission for professional planning assistance to prepare a Master Plan for the City of Strongsville; and

WHEREAS, the Strongsville Master Plan 2018 has now been drafted and embodies a collection of community aspirations that aim to inspire and guide City officials and residents as they move the community into the future.

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

Section 1. That this Council hereby approves and adopts the "Strongsville Master Plan 2018," a copy of which is on file in the office of the Clerk of Council and with the Secretary of the Planning Commission.

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

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

First reading: February 19, 2019

Second reading: March 4, 2019

Third reading: _____

Public Hearing: _____

Referred to Planning Commission

March 5, 2019.

Tabled by Planning Commission 3/14/19, 3/28/19

Approved: favorable recommendation by Planning Commission 4/11/19

_____
President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

	Yea	Nay
Carbone		
DeMio		
Kosek		
Patten		
Roff		
Schonhut		
Short		

Attest: _____
Clerk of Council

ORD. No. 2019-030 Amended: _____
1st Rdg. 02/19/19 Ref: PZE
2nd Rdg. 03/04/19 Ref: PC/PZE
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE
OFFICE OF THE COUNCIL

MEMORANDUM

TO: Planning Commission

FROM: Tiffany Mekeel, Assistant Clerk of Council

DATE: March 5, 2019

SUBJECT: Referral from Council: Ordinance No. 2019-030

Please be advised that at its regular meeting of March 4, 2019, City Council referred the following Ordinance to the Planning Commission for its report and recommendation thereon:

- Ordinance No. 2019-030 by Mayor Perciak and All Members of Council. AN ORDINANCE APPROVING AND ADOPTING THE STRONGSVILLE MASTER PLAN 2018. *First reading 02/19/19. Second reading and referred to Planning Commission 03/04/19.*

A copy of the 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 15, 2019

Please be advised that at its meeting of March 14, 2019, the Strongsville Planning Commission gave Favorable Recommendation to the following;

ORDINANCE NO. 2019-029

An Ordinance Amending the Zoning Map of the City of Strongsville Adopted by Section 1250.03 of Title Six, Part Twelve of the Codified Ordinances of Strongsville to change the Zoning Classification of certain Vacant Property located on South Drive (PPNS 395-07-043 and 395-07-044) in the City of Strongsville, from R1-75 (One Family 75) Classification to GB (General Business) Classification.

At the same meeting the Planning Commission Tabled the following;

ORDINANCE NO. 2019-030

An Ordinance Approving and Adopting the Strongsville Master Plan 2018.

MEMORANDUM

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

FROM: Carol Brill, Administrative Assistant, Boards & Commissions

SUBJECT: **Referrals to Council**

DATE: March 29, 2019

Please be advised that at its meeting of March 28, 2019, the Strongsville Planning Commission Tabled the following;

ORDINANCE NO. 2019-030

An Ordinance Approving and Adopting the Strongsville Master Plan 2018.

MEMORANDUM

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

FROM: Carol Brill, Administrative Assistant, Boards & Commissions

SUBJECT: **Referrals to Council**

DATE: April 12, 2019

Please be advised that at its meeting of April 11, 2019, the Strongsville Planning Commission gave Favorable Recommendation to the following;

ORDINANCE NO. 2019-030

An Ordinance Approving and Adopting the Strongsville Master Plan 2018.

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2019 – 059

By: Mayor Perciak and All Members of Council

A RESOLUTION ADOPTING ALTERNATIVE TAX BUDGET INFORMATION FOR THE CITY OF STRONGSVILLE, OHIO FOR FISCAL YEAR 2020, 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, 2020; 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, 2020, 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, 2020 and ending December 31, 2020 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.

_____
President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

	Yea	Nay
Carbone	_____	_____
DeMio	_____	_____
Kosek	_____	_____
Patten	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

Attest: _____
Clerk of Council

RES.
~~ORD.~~ No. 2019-059. Amended: _____
1st Rdg. 04-01-19 Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____
Adopted: _____ Vetoed: _____

ALTERNATIVE TAX BUDGET INFORMATION

Political Subdivision/Taxing Unit CITY OF STRONGSVILLE

For the Fiscal Year Commencing January 1, 2020

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.

EXHIBIT "A"

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 seperate 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, 2020

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

Schedule 1

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	$ 538,397
Special Revenue Funds								
Fire Levy Fund	Current Expense	05/05/09	Renewal	continuing	continuing	continuing	2.0	$ 2,820,749
Fire Levy Fund	Current Expense	11/07/17	Renewal	5	2018 - 2022	2019 - 2023	1.5	$ 2,205,145
Drainage Levy Fund	Drainage	11/07/17	Renewal	5	2018 - 2022	2019 - 2023	0.4	$ 579,119
SW Hospital Fund **	SW Hospital	11/04/14	Renewal	5	2015 - 2019	2016 - 2020	1.0	$ 358,933
Police Pension Fund	Inside Millage						0.3	$ 486,258
Fire Pension Fund	Inside Millage						0.3	$ 486,258
Total Special Revenue Funds							**5.5**	**$ 6,936,462**
Debt Service Funds								
General Bond Retirement	Inside Millage						2.3	$ 3,727,980
Total Debt Service Funds							**2.3**	**$ 3,727,980**
Totals							**9.3**	**$ 11,202,839**

Ballot Renewal - May 2019
Ballot Renewal - November 2019

City of Strongsville, Cuyahoga County, Ohio
STATEMENT OF FUND ACTIVITY
For the Year Ending December 31, 2020

(List All Funds Individually) **Schedule 2**

I	II	III	III	IV	V	VI
Fund By Type	**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	**$ 8,141,828.17**	**$ 1,021,888.00**	**$ 38,167,000.00**	**$ 47,330,716.17**	**$ 39,190,900.00**	**$ 8,139,816.17**
Special Revenue Fund Group						
Police Pension	$ 151,292.18	$ 486,258.00	$ 900,000.00	$ 1,537,550.18	$ 1,446,900.00	$ 90,650.18
Street Maintenance & Construction	$ 3,239,989.08	$ -	$ 10,639,000.00	$ 13,878,989.08	$ 11,606,200.00	$ 2,272,789.08
State Highway Maintenance	$ 543,016.76	$ -	$ 168,000.00	$ 711,016.76	$ 149,600.00	$ 561,416.76
Motor Vehicle License	$ 209,655.57	$ -	$ 376,500.00	$ 586,155.57	$ -	$ 586,155.57
Emergency Vehicle	$ 1,659,966.31	$ -	$ 1,135,000.00	$ 2,794,966.31	$ 1,528,000.00	$ 1,266,966.31
Fire Levy	$ 1,039,466.73	$ 5,025,894.00	$ 3,006,400.00	$ 9,071,760.73	$ 8,695,400.00	$ 376,360.73
Fire Pension	$ 209,692.96	$ 486,258.00	$ 1,032,000.00	$ 1,727,950.96	$ 1,560,800.00	$ 167,150.96
Clerk of Court	$ 129,284.76	$ -	$ 25,000.00	$ 154,284.76	$ 40,000.00	$ 114,284.76
Drainage Levy	$ 185,144.55	$ 579,119.00	$ 6,100.00	$ 770,363.55	$ 583,000.00	$ 187,363.55
Multi-Purpose Complex	$ 589,530.45	$ -	$ 5,113,500.00	$ 5,703,030.45	$ 5,104,000.00	$ 599,030.45
SW General Hospital	$ -	$ 358,933.00	$ -	$ 358,933.00	$ 358,933.00	$ -
Law Enforcement Federal Seizure	$ 7,285.55	$ -	$ 1,000.00	$ 8,285.55	$ 7,000.00	$ 1,285.55
Law Enforcement State Seizure	$ 38,351.48	$ -	$ 3,000.00	$ 41,351.48	$ 12,000.00	$ 29,351.48
Law Enforcement Mandatory Drug Fine	$ 16,290.57	$ -	$ 4,400.00	$ 20,690.57	$ 400.00	$ 20,290.57
Law Enforcement DUI/DWI	$ 13,917.73	$ -	$ 2,000.00	$ 15,917.73	$ 10,000.00	$ 5,917.73
Tree Maintenance	$ 51,477.71	$ -	$ 90,000.00	$ 141,477.71	$ 107,000.00	$ 34,477.71
Community Diversion	$ 946.00	$ -	$ 12,900.00	$ 13,846.00	$ 13,700.00	$ 146.00
Earned Benefits	$ 3,582,904.37	$ -	$ -	$ 3,582,904.37	$ 455,800.00	$ 3,127,104.37
Total Special Revenue Funds	**$ 11,668,212.76**	**$ 6,936,462.00**	**$ 22,514,800.00**	**$ 41,119,474.76**	**$ 31,678,733.00**	**$ 9,440,741.76**
Debt Service Fund Group						
General Bond Retirement	$ 2,502,676.51	$ 3,727,980.00	$ 100,000.00	$ 6,330,656.51	$ 3,460,600.00	$ 2,870,056.51
Pearl Road TIF # 1	$ 693,941.62	$ -	$ 1,091,000.00	$ 1,784,941.62	$ 1,094,500.00	$ 690,441.62
Route 82 TIF	$ 164,816.36	$ -	$ 180,100.00	$ 344,916.36	$ 209,000.00	$ 135,916.36
Pearl Road TIF # 2	$ 54,425.79	$ -	$ 25,800.00	$ 80,225.79	$ 51,500.00	$ 28,725.79
Pearl Road TIF # 3	$ 86,789.00	$ -	$ 33,000.00	$ 119,789.00	$ 103,000.00	$ 16,789.00
Westwood Commons TIF	$ -	$ -	$ 34,900.00	$ 34,900.00	$ 34,900.00	$ -
Giant Eagle TIF	$ 90,678.38	$ -	$ 74,500.00	$ 165,178.38	$ 103,000.00	$ 62,178.38
GETGO TIF	$ 82,612.91	$ -	$ 21,000.00	$ 103,612.91	$ -	$ 103,612.91
Cover Senior TIF	$ 90,000.00	$ -	$ 90,000.00	$ 180,000.00	$ 150,000.00	$ 30,000.00
Total Debt Service Funds	**$ 3,765,940.57**	**$ 3,727,980.00**	**$ 1,650,300.00**	**$ 9,144,220.57**	**$ 5,206,500.00**	**$ 3,937,720.57**

City of Strongsville, Cuyahoga County, Ohio
STATEMENT OF FUND ACTIVITY
For the Year Ending December 31, 2020

(List All Funds Individually)

Schedule 2

I	II	III	III	IV	V	VI
Fund By Type	**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**
Capital Project Fund Group						
Recreation Capital Improvement	$ 174,633.57	$ -	$ 350,500.00	$ 525,133.57	$ 450,000.00	$ 75,133.57
General Capital Improvement	$ 3,548,747.50	$ -	$ 3,792,500.00	$ 7,341,247.50	$ 4,107,900.00	$ 3,233,347.50
TIF Capital Improvement Funds	$ 361,261.27	$ -	$ 171,600.00	$ 532,861.27	$ -	$ 532,861.27
Total Capital Project Funds	**$ 4,084,642.34**	**$ -**	**$ 4,314,600.00**	**$ 8,399,242.34**	**$ 4,557,900.00**	**$ 3,841,342.34**
Enterprise Fund Group						
Sanitary Sewer	**$ 11,106,006.16**	**$ -**	**$ 8,492,700.00**	**$ 19,598,706.16**	**$ 6,850,135.00**	**$ 12,748,571.16**
Internal Service Fund Group						
Health Insurance Reserve	$ 1,454,728.90	$ -	$ 5,934,300.00	$ 7,389,028.90	$ 5,934,300.00	$ 1,454,728.90
Worker's Compensation Reserve	$ 1,108,184.86	$ -	$ 547,000.00	$ 1,655,184.86	$ 694,000.00	$ 961,184.86
Total Internal Service Fund Group	**$ 2,562,913.76**	**$ -**	**$ 6,481,300.00**	**$ 9,044,213.76**	**$ 6,628,300.00**	**$ 2,415,913.76**
TOTAL ALL FUNDS	**$ 41,329,543.76**	**$ 11,686,330.00**	**$ 81,620,700.00**	**$ 134,636,573.76**	**$ 94,112,468.00**	**$ 40,524,105.76**

City of Strongsville, Cuyahoga County, Ohio
Tax Budget
For the Year Ending December 31, 2020

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 2011 Issue	6-Sep-11	1-Dec-21	$2,505,000	$1,330,200	$0
General Purpose Various Improvement Bonds 2014 Issue	1-Apr-14	1-Dec-26	$6,695,000	$1,104,475	$0
General Purpose Various Improvement Bonds 2015 Issue	22-Oct-15	1-Dec-26	$6,790,000	$224,269	$0
General Purpose Various Improvement Bonds 2016 Issue	21-Jul-16	1-Dec-34	$10,700,000	$653,825	$0
General Purpose Various Improvement Bonds 2016 Issue (TIF)	21-Jul-16	1-Dec-29	$5,400,000	$579,488	$579,488
Totals			$32,090,000	$3,892,257	$579,488

City of Strongsville, Cuyahoga County, Ohio
Tax Budget
For the Year Ending December 31, 2020

VOTED DEBT OUTSIDE 10 MILL LIMIT

(Bonds Or Notes Must Actually Be Issued In Order to Commence Collection Of Property Taxes For Debt Service)

Schedule 4

I	II	III	IV	V	VI	VII
Purpose of Bonds or Notes	**Authorized By Voters On MM/DD/YY**	**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**

City of Strongsville, Cuyahoga County, Ohio
Tax Budget
For the Year Ending December 31, 2020

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	$100,000	General Bond Retirement Fund
General Fund	$1,000,000	General Capital Improvement Fund
General Fund	$300,000	Recreation Capital Improvement Fund

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2019 – 065

By: Mayor Perciak and All Members of Council

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE LOCATED AT 18936 PEARL ROAD (PART OF PPN 394-31-004) IN THE CITY OF STRONGSVILLE FROM GB (GENERAL BUSINESS) CLASSIFICATION TO PF (PUBLIC FACILITIES) CLASSIFICATION, AND R-RS (RESTAURANT-RECREATIONAL SERVICES) TO PF (PUBLIC FACILITIES), AND DECLARING AN EMERGENCY.

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

Section 1. That the Zoning Map of the City of Strongsville, adopted by Section 1250.03 of Title Six, Part Twelve of the Codified Ordinances of Strongsville, be amended to change the zoning classification of certain property located at 18936 Pearl Road (Part of PPN 394-31-004), in the City of Strongsville, from GB (General Business) classification to PF (Public Facilities) classification, and R-RS (Restaurant-Recreational Services) to PF (Public Facilities), which property is more fully described in Exhibits "A-1" and "A-2" and depicted in Exhibit "B," all attached hereto and incorporated herein by reference.

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

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

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

First Reading:_____ Referred to Planning Commission

Second Reading:_____ _____

Third Reading:_____ Approved:_____

Public Hearing:_____

_____
President of Council

Date Passed: _____

Approved: _____
Mayor

Date Approved: _____

Attest: _____
Clerk of Council

	Yea	Nay
Carbone	_____	_____
DeMio	_____	_____
Kosek	_____	_____
Patten	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

ORD. No. 2019-065 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

Donald Bohning
& Associates
7979 Hub Parkway
Valley View, Ohio 44125
T 216.642.1130
F 216.642.1132

GB to PF
Zoning
DGB 3962-P2

March, 2019

Legal Description

Situated in the City of Strongsville, County of Cuyahoga, and State of Ohio, and known as being part of Consolidated Parcel "BB" of part of Original Strongsville Township Lot 60 as shown by the plat recorded as A.F.N. 201408250262 of Cuyahoga County Records, and bounded and described as follows:

Beginning at a point in the centerline of Rockglen Drive, variable width, at its intersection with the centerline of Pearl Road, variable width;

Thence Due West along the centerline of Rocklglen Drive, 45.00 feet to its intersection with the westerly line of Pearl Road;

Thence Due North along the westerly line of Pearl Road, 384.63 feet to its intersection with the southerly line the existing GB Zoning District, and the principal place of beginning of the parcel herein described;

Thence South 88 degrees 50 minutes 00 seconds West along the existing GB Zoning District, 605.13 feet to the southeasterly corner thereof, being also a point at in the easterly line of Fieldstone Preserve Phase II as shown by the plat recorded in Volume 376, Pages 86-90 of Cuyahoga County Map Records;

Thence Due North along the westerly line of said existing GB Zoning District and also being the easterly line of said Fieldstone Preserve Phase II, 220.00 feet to its intersection with the southerly line of Parcel "A" in the John E. Talan Subdivision as shown by the recorded plat in Volume 320, Page 14 of Cuyahoga County Map Records;

Thence North 88 degrees 50 minutes 00 seconds East along the southerly line of said Parcel "A" and the southerly line of a parcel of land conveyed to Wei-Yuan Alice Kao, Trustee, by deed recorded as A.F.N. 200312180137 of Cuyahoga County Records, 255.00 feet to a point;

Thence Due South, 144.50 feet to a point;

Thence Due East, 350.05 feet to a point in the westerly line of Pearl Road;

Thence Due South along the westerly line of Pearl Road, 68.37 feet to the principal place of beginning as described by Donald G. Bohning & Associates, Inc. dated March, 2019.

Distances are given in feet and decimal parts thereof. Bearings are referenced to an assumed meridian and are used to indicate angles only.

m:\adcadd\p\3962-p2\documents\legals\gb to pf zoning - march 2019.docx

EXHIBIT A-1

Donald Bohning
& Associates
7979 Hub Parkway
Valley View, Ohio 44125
T 216.642.1130
F 216.642.1132

R-RS to PF
Zoning
DGB 3962-P2

March, 2019

Legal Description

Situated in the City of Strongsville, County of Cuyahoga, and State of Ohio, and known as being part of Consolidated Parcel "BB" of part of Original Strongsville Township Lot 60 as shown by the plat recorded as A.F.N. 201408250262 of Cuyahoga County Records, and bounded and described as follows:

Beginning at a point in the centerline of Rockglen Drive, variable width, at its intersection with the centerline of Pearl Road, variable width;

Thence Due West along the centerline of Rocklglen Drive, 45.00 feet to its intersection with the westerly line of Pearl Road;

Thence Due North along the westerly line of Pearl Road, 97.36 feet to a point of curvature in the northerly turnout to Rockglen Drive, and the principal place of beginning of the parcel herein described;

Thence southwesterly along the curved northerly line of Rockglen Drive, being the arc of a curve deflecting to the right, 77.14 feet to a point of reverse curvature, said arc having a radius of 50.00 feet, a central angle of 88 degrees 23 minutes 45 seconds, and a chord which bears South 44 degrees 11 minutes 53 seconds West, 69.71 feet;

Thence southwesterly along the curved northerly line of Rockglen Drive, being the arc of a curve deflecting to the left, 67.98 feet to a point of reverse curvature, said arc having a radius of 317.50 feet, a central angle of 12 degrees 16 minutes 05 seconds, and a chord which bears South 82 degrees 15 minutes 43 seconds West, 67.85 feet;

Thence southwesterly along the curved northerly line of Rockglen Drive, being the arc of a curve deflecting to the right, 68.40 feet to a point of tangency, said arc having a radius of 282.50 feet, a central angle of 13 degrees 52 minutes 20 seconds, and a chord which bears South 83 degrees 03 minutes 50 seconds West, 68.23 feet;

Thence Due West along the northerly line of Rockglen Drive, 49.95 feet to a point of curvature;

Thence northwesterly along the curved northerly line of Rockglen Drive, being the arc of a curve deflecting to the right, 41.02 feet to a point of tangency, said arc having a radius of 470.00 feet, a central angle of 5 degrees 00 minutes 00 seconds, and a chord which bears North 87 degrees 30 minutes 00 seconds West, 41.00 feet;

EXHIBIT A-2

Donald Bohning
& Associates
7979 Hub Parkway
Valley View, Ohio 44125
T 216.642.1130
F 216.642.1132

R-RS to PF
Zoning
DGB 3962-P2

Thence North 85 degrees 00 minutes 00 seconds West along the northerly line of Rockglen Drive, 71.08 feet to at a point of curvature;

Thence northwesterly along the curved northerly line of Rockglen Drive, being the arc of a curve deflecting to the left, 46.25 feet to a point of tangency, said arc having a radius of 530.00 feet, a central angle of 5 degrees 00 minutes 00 seconds, and a chord which bears North 87 degrees 30 minutes 00 seconds West, 46.24 feet;

Thence Due West along the northerly line of Rockglen Drive, 213.53 feet to its intersection with the westerly line of the existing R-RS Zoning District, being also a point in the easterly line of Fieldstone Preserve Phase II as shown by the plat recorded in Volume 376, Pages 86-90 of Cuyahoga County Map Records;

Thence Due North along the westerly line of said existing R-RS Zoning District, 332.31 feet to its intersection with the southerly line of the existing GB Zoning District;

Thence North 88 degrees 50 minutes 00 seconds East along the southerly line of said existing GB Zoning District, 605.13 feet to its intersection with the westerly line of Pearl Road;

Thence Due South along the westerly line of Pearl Road, 287.27 feet to the principal place of beginning as described by Donald G. Bohning & Associates, Inc. dated March, 2019.

Distances are given in feet and decimal parts thereof. Bearings are referenced to an assumed meridian and are used to indicate angles only.

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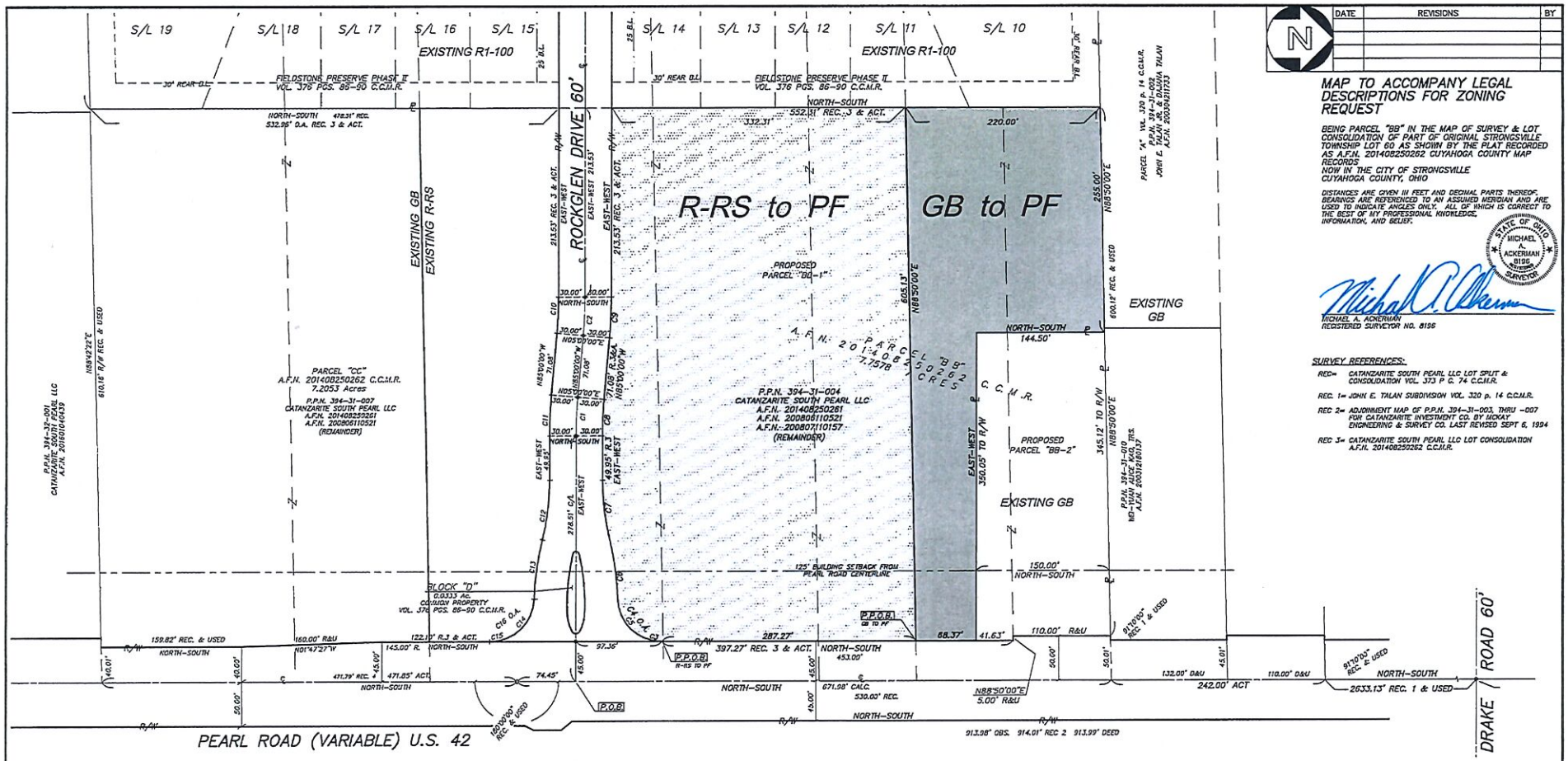

DATE	REVISIONS	BY

MAP TO ACCOMPANY LEGAL DESCRIPTIONS FOR ZONING REQUEST

BEING PARCEL "BB" IN THE MAP OF SURVEY & LOT CONSOLIDATION OF PART OF ORIGINAL STRONGSVILLE TOWNSHIP LOT 60 AS SHOWN BY THE PLAT RECORDED AS A.F.N. 201408250262 CUYAHOGA COUNTY MAP RECORDS
NOW IN THE CITY OF STRONGSVILLE
CUYAHOGA COUNTY, OHIO

DISTANCES ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF. BEARINGS ARE REFERENCED TO AN ASSUMED MERIDIAN AND ARE USED TO INDICATE ANGLES ONLY. ALL OF WHICH IS CORRECT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF.

STATE OF OHIO
MICHAEL A. ACKERMAN
8196
REGISTERED SURVEYOR

MICHAEL A. ACKERMAN
REGISTERED SURVEYOR NO. 8196

SURVEY REFERENCES:

REC= CATANZARITE SOUTH PEARL LLC LOT SPLIT & CONSOLIDATION VOL. 373 P G. 74 C.C.M.R.

REC. 1= JOHN E. TALAN SUBDIVISION VOL. 320 p. 14 C.C.M.R.

REC 2= ADJOINMENT MAP OF P.P.N. 394-31-003, THRU -007 FOR CATANZARITE INVESTMENT CO. BY MCKAY ENGINEERING & SURVEY CO. LAST REVISED SEPT 6, 1994

REC 3= CATANZARITE SOUTH PEARL LLC LOT CONSOLIDATION A.F.N. 201408250262 C.C.M.R.

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	300.00'	43.63'	21.83'	43.62'	N87°30'00"W	5°00'00"
C2	300.00'	43.63'	21.83'	43.62'	N87°30'00"W	5°00'00"
C3	50.00'	22.57'	11.48'	22.38'	N12°55'48"E	25°51'36"
C4	50.00'	77.14'	48.62'	69.71'	N44°11'53"E	88°23'45"
C5	50.00'	54.57'	30.36'	51.90'	N57°07'41"E	62°32'09"
C6	317.50'	67.98'	34.12'	67.85'	N82°15'43"E	12°16'05"
C7	282.50'	68.40'	34.37'	68.23'	N83°03'50"E	13°52'20"
C8	470.00'	41.02'	20.52'	41.00'	N87°30'00"W	5°00'00"
C9	330.00'	46.25'	23.14'	46.24'	N87°30'00"W	5°00'00"
C10	470.00'	41.02'	20.52'	41.00'	N87°30'00"W	5°00'00"
C11	330.00'	46.25'	23.14'	46.24'	N87°30'00"W	5°00'00"
C12	282.50'	68.40'	34.37'	68.23'	N83°03'50"W	13°52'20"
C13	317.50'	67.98'	34.12'	67.85'	N82°15'43"W	12°16'05"
C14	50.00'	53.35'	29.53'	50.85'	N57°49'45"W	61°09'01"
C15	50.00'	23.79'	12.13'	23.57'	N13°37'32"W	27°15'44"
C16	50.00'	77.14'	48.62'	69.71'	N44°11'53"W	88°23'45"

EXHIBIT B

ABBREVIATIONS:
R1-100 = RESIDENTIAL ONE FAMILY 100
R-RS = RESTAURANT RECREATIONAL SERVICE
PF = PUBLIC FACILITY
GB = GENERAL BUSINESS
A = ACTUAL
ST = STATE
REC = RECORD
P.O.B. = PLACE OF BEGINNING
P.P.O.B. = PRINCIPLE PLACE OF BEGINNING

DONALD G. BOHNING & ASSOCIATES, INC.
CIVIL ENGINEERING & SURVEYING
7979 HUB PARKWAY * VALLEY VIEW, OHIO 44125
PHONE: (216) 642-1330 FAX: (216) 642-1332

HORIZ. SCALE	DATE	DES.	DATE	
1"=50'	M.D.	M.A.	MAR, 2019	1 / 1
VERT. SCALE	FILE NO.		ORDER NO.	
	3962P2-ZN		3962-P2	

PETITION FOR ZONING CHANGE

Ordinance Number: 2019-065

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

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

Such change is necessary for the preservation and enjoyment of a substantial property right because: The market has clearly demonstrated to Owner that the property's highest and best use is for senior living and as such, the Owner desires to rezone the Property to respond to market demands.

Such change will not be materially detrimental to the public welfare nor to the property of other persons located in the vicinity because: There is an existing senior living facility directly across the street on Pearl Road and several others located on Pearl Road within very close proximity. The proposed use is consistent with existing uses in the surrounding area and will not negatively impact nearby property owners.

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

1. _____

2. _____

3. _____

THE PROPOSED USE OF THE PROPERTY IS: Nursing home and rehabilitation center

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

Name: Nick Catanzarite

Address: 1301 E. 9th Street, Suite 3500, Cleveland, OH 44114

Telephone Number: 216-952-3178

Signature of Owner(s) Representative

State of Ohio)
County of Cuyahoga)

NOTARIAL SEAL STATE OF OHIO

JOSHUA E. HURTUK
Attorney at Law
NOTARY PUBLIC
STATE OF OHIO
My Commission Has
No Expiration Date
Section 147.03 O.R.C.

Sworn to and subscribed in my presence this 20th day of March, 2019.

Notary Public

My commission expires: _____

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

PROPERTY DESCRIPTION FORM

Ordinance Number: 2019-065

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

Address of Property: 18936 Pearl Road, Strongsville, OH 44136

Permanent Parcel No.: Part of 394-31-004

The property is bounded by the following streets: (indicate direction; i.e., north, south, etc.) South - Rockglen Drive; East - Pearl Road

Number and type of buildings which now occupy property (if any): None

Acreage: 6.58

Said property (has) (had) the following deed restrictions affecting the use thereof (attach copy): Owner is not aware of any deed restrictions.

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

Said property is presently under lease or otherwise encumbered as follows: The property is under contract for sale to a local operator of nursing home facilities.

Owner(s)	Percent of Ownership:
1. Catanzarite South Pearl, LLC	100 %
2.	%
3.	%

Signature of Owner(s) Representative

State of Ohio)
County of Cuyahoga)

Sworn to and subscribed to in my presence this 20th day of March, 2019.

JOSHUA E. HURTUK
Attorney at Law
NOTARY PUBLIC
STATE OF OHIO
My Commission Has
No Expiration Date
Section 147.03 O.R.C.

Notary Public

My commission expires Never

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

Permanent Parcel #: 394-31-004

CUYAHOGA COUNTY
OFFICE OF FISCAL OFFICER - 3
DEED 8/25/2014 11:24:42 AM
201408250261

Type Instrument: Limited Warranty Ex
Tax District #: 3340
Grantee: CATANZARITE SOUTH PEARL,
Balance Assumed: $ 0.00
Total Consideration: $ 0.00
Conv. Fee Paid: $ 0.00
Transfer Fee Paid: $ 0.50
Fee Paid by: CASH
Exempt Code: M

Date: 8/25/2014 11:21:00 AM
Tax List Year: 2014
Land Use Code: 5000
Land Value: 31,400
Building Value: 0
Total Value: 31,400
Arms Length Sale: UNKNW
Rcpt: D-08252014-12
Inst #: 660694
Check #: 0

Mark A Pardy

Cuyahoga County Fiscal Officer

LIMITED WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS that **PULTE HOMES OF OHIO, LLC**, a Michigan limited liability company ("Grantor"), for the sum of Ten and NO/100 Dollars ($10.00), and other valuable consideration paid, the receipt and sufficiency of which are hereby acknowledged, hereby grants with limited warranty covenants to **CATANZARITE SOUTH PEARL, LLC**, an Ohio limited liability company, ("Grantee"), whose tax mailing address is 13000 Darice Parkway, Strongsville, Ohio 44149, certain real property and appurtenances thereto, located in the City of Strongsville, County of Cuyahoga and State of Ohio (the "Property"), and known as being:

See attached EXHIBIT A attached hereto and made a part hereof

Permanent Parcel Numbers: 394-31-073
394-31-074

Prior Instrument Reference: 201306280946

To have and to hold the Property with the appurtenances thereof, unto the said Grantee, its successors and assigns forever.

And the said Grantor, does for itself and its successors and assigns, covenant with the said Grantee, its successors and assigns, that at and until the ensealing of these presents, the Property is free from all liens and encumbrances made by Grantor except (a) existing zoning and building ordinances, (b) real estate taxes and assessments not yet due and payable as of the date hereof, and (c) covenants, conditions, restrictions and easements of record, and that Grantor will warrant and defend said Property, with the appurtenances thereunto belonging, to said Grantee, its successors and assigns, against all lawful claims and demands of all persons claiming by, through or under Grantor, but against none other.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents as of the 18 day of August, 2014.

PULTE HOMES OF OHIO, LLC

By: _____
Stan Katanic, VP of Land Acquisition

STATE OF OHIO)
) SS:
COUNTY OF MEDINA)

BEFORE ME, a Notary Public in and for said County and State, appeared Stan Katanic, the VP of Land Acquisition of Pulte Homes of Ohio, LLC, who acknowledged that he did sign the foregoing instrument for and on behalf of Pulte Homes of Ohio, LLC and that the same is his free act and deed personally and as such VP of Land Acquisition of said limited liability company.

IN TESTIMONY WHEREOF, I have set my hand and official seal, at MEDINA, OHIO, this 18 day of August, 2014.

_____
Notary Public

This instrument prepared by:
Matthew T. Viola, Esq.
Kohrman Jackson & Krantz PLL
1375 E. 9th Street, 20th Floor
Cleveland, OH 44114
216-696-8700

NOTARIAL SEAL
STATE OF OHIO

STACEY SANDERS
Notary Public, State of Ohio
Cuyahoga County
My Commission Expires Oct. 21, 2014

EXHIBIT A

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

And known as being Block "B" and Block "C" as shown on the Fieldstone Preserve Subdivision – Phase 2 Plat, recorded as Instrument No. 201404230268 of Cuyahoga County Records, being a subdivision of Block "A" in the Fieldstone Preserve Subdivision – Phase 1 Plat as recorded in Volume 374, Pages 90-92 of Cuyahoga County Map Records, and parts of Parcels "B" & "C" as shown on the Map of Survey & Lot Split/Consolidation as recorded in Volume 373 Page 74 of Cuyahoga County Map Records, part of Original Strongsville Township Lots 60 & 61 now in the City of Strongsville, Cuyahoga County, Ohio. Be the same more or less, but subject to all legal highways and easements of record. WAF

Permanent Parcel Nos. 394-31-073 & 394-31-074

This Legal Description Complies with
The Cuyahoga Transfer and
Conveyance Standards and is approved
for transfer.

AUG 25 2014

Agent

CITY OF STRONGSVILLE
OFFICE OF THE COUNCIL

MEMORANDUM

TO: Ken Mikula, City Engineer

FROM: Tiffany Mekeel, Assistant Clerk of Council

DATE: March 22, 2019

SUBJECT: Rezoning Application
Catanzarite South Pearl, LLC; Owner
Part of PPN: 394-31-004
Address: 18936 Pearl Road
From Restaurant-Recreational Services (R-RS) to Public Facility (PF)

Please check the legal description on the attached application for rezoning and, if correct, please forward to the Law Director so he may prepare legislation for Council to consider.

Thank you.

TAM
Attachments

cc: Thomas P. Perciak, Mayor
Neal Jamison, Law Director
Daniel J. Kolick, Assistant Law Director
George Smerigan, City Planner
Brent Painter, Economic Development Director
All Members of Council
Carol Brill, Planning Commission Secretary

City of Strongsville
Memorandum

To: Neal Jamison, Law Director

CC: Mayor Perciak
Ken Mikula, City Engineer
Aimee Pientka
George Smerigan, City Planner
Brent Painter, Economic Development Director
Dan Kolick, Assistant Law Director
Carol Brill, Planning Commission Secretary

From: Lori Daley, Assistant City Engineer

Date: March 27, 2019

Re: Rezoning Application
Catanzarite South Pearl, LLC; Owner
Part of PPN 394-31-004
From GB to PF and R-RS to PF

Neal,

The legal description and exhibit included in the Clerk of Council's March 22, 2019 memo regarding the above referenced application were incorrect. The portion of the property to be rezoned is currently split zoned. Attached are the correct legal descriptions and exhibits.

Please feel free to contact me with any questions.

Thank you.

CITY OF STRONGSVILLE
OFFICE OF THE COUNCIL

MEMORANDUM

TO: Ken Mikula, City Engineer

FROM: Tiffany Mekeel, Assistant Clerk of Council

DATE: March 28, 2019

SUBJECT: Rezoning Application
Catanzarite South Pearl, LLC; Owner
Part of PPN: 394-31-004
Address: 18936 Pearl Road
From Restaurant-Recreational Services (R-RS) to Public Facility (PF) and General Business (GB) to Public Facility (PF)

Attached are some updated legal descriptions to apply for rezoning of real property for the rezoning application listed above. Please substitute these for the previous ones attached in original application.

Thank you.

TAM
Attachments

cc: Thomas P. Perciak, Mayor
Neal Jamison, Law Director
Daniel J. Kolick, Assistant Law Director
George Smerigan, City Planner
Brent Painter, Economic Development Director
All Members of Council
Carol Brill, Planning Commission Secretary

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2019 – 066

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A LPA FEDERAL LOCAL-LET PROJECT AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION TO PROVIDE FUNDING IN CONNECTION WITH THE STRONGSVILLE TRAFFIC SIGNAL UPGRADE PROJECT (CUY-STRONGSVILLE SIGNALS) [PID NO. 97602; AGREEMENT NO. 32515], AND DECLARING AN EMERGENCY.

WHEREAS, Section 5501.03(D) of the Ohio Revised Code provides that the Ohio Department of Transportation (hereinafter referred to as "ODOT") may coordinate its activities with other appropriate public authorities and enter into contracts with other public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT; and

WHEREAS, the National Transportation Act has made available certain federal funding for use by local public agencies; and

WHEREAS, the Federal Highway Administration (hereinafter referred to as "FHWA") has designated ODOT as the agency in Ohio to administer FHWA's federal funding programs; and

WHEREAS, the Strongsville Traffic Signal Upgrade Project, identified as Project No. CUY-Strongsville Signals; PID 97602, (hereinafter referred to as the "Project") is a transportation activity eligible to receive federal funding; and

WHEREAS, the City of Strongsville has received funding approval for the Project from the applicable program manager having responsibility for monitoring such projects using the federal funds involved; and

WHEREAS, it is the mutual desire of both ODOT and the City to have the City serve as the responsible lead agency for the administration of the Project and to properly document such arrangement.

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

Section 1. That the Mayor be and is hereby authorized and directed to enter into a LPA Federal Local-LET Project Agreement with the Ohio Department of Transportation for funding of up to a maximum of $1,438,000.00 of the total approximate project cost of $4,677,070.14 for the Strongsville Traffic Signal Upgrade Project, a copy of which Agreement being No. 32515, (PID 97602) is attached hereto as Exhibit A and in all respects is hereby approved.

Section 2. That the Mayor, City Engineer, Director of Finance and/or other appropriate officials of the City and their designees be and are hereby authorized to do all things necessary to perform the terms and conditions of the Agreement in accordance with their respective responsibilities thereunder.

Section 3. That the funds necessary to pay only the City's share for the purposes of the Project shall be appropriated and paid from the General Capital Improvement Fund and the TIF Capital Improvement Fund; and that the Director of Finance be and is hereby authorized and directed to issue his warrants for payment in accordance with the terms of the Project Agreement.

Section 4. That the Clerk of Council be and is hereby authorized and directed to forward a certified copy of this Ordinance to the Ohio Director of Transportation.

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

Section 6. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety, and general welfare of the inhabitants of the City, and for the further reason that execution and return of the Agreement is immediately necessary in order for the Project to commence in a timely manner, to improve the City's traffic signalization, to promote highway safety and flow of traffic within the City, promote economic development, 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: _____

	Yea	Nay
Carbone	_____	_____
DeMio	_____	_____
Kosek	_____	_____
Patten	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

Attest: _____
Clerk of Council

ORD. No. 2019-066 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CFDA 20.205

LPA FEDERAL LOCAL-LET PROJECT AGREEMENT

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, hereinafter referred to as ODOT, 1980 West Broad Street, Columbus, Ohio 43223 and **City of Strongsville, Ohio**, hereinafter referred to as the LPA, **16099 Foltz Parkway, Strongsville, Ohio 44149.**

1. PURPOSE

1.1 The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration (hereinafter referred to as FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.

1.2 Section 5501.03 (D) of the **Ohio Revised Code** (hereinafter referred to as ORC) provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.

1.3 The **CUY-Strongsville Signals (PID 97602)** (hereinafter referred to as the PROJECT) is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.

1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities for the local administration of the PROJECT.

2. LEGAL REFERENCES AND COMPLIANCE

2.1 This Agreement is authorized and/or governed by the following statutes and/or policies, which are incorporated, by reference, in their entirety:

a. National Transportation Act, Title 23, U.S.C.; 23 CFR 635.105;
b. Federal Funding Accountability and Transparency Act of 2006 (FFATA);
c. 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
d. ODOT Locally Administered Transportation Projects, Manual of Procedures; and
e. State of Ohio Department of Transportation Construction and Material Specifications Manual (applicable to dates of PROJECT).

2.2 The LPA shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

3. FUNDING

3.1 The total cost for the PROJECT is estimated to be **$4,677,070.14** as set forth in Attachment 1. ODOT shall provide to the LPA **80** percent of the eligible costs, up to a maximum of **$1,438,000** in Federal (4TB7) funds. This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual construction of the transportation project improvements and construction engineering/inspection activities.

3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all 100 percent Locally-funded work, cost overruns and contractor claims.

4. PROJECT DEVELOPMENT AND DESIGN

4.1 The LPA and ODOT agree that the LPA is qualified to administer this PROJECT and is in full compliance with all LPA participation requirements.

4.2 The LPA and ODOT agree that the LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the Federal funds involved.

4.3 The LPA shall design and construct the PROJECT in accordance with a recognized set of written design standards. The LPA shall (option one: follow its own formally written set of local design standards or option two: make use of ODOT's Location and Design Manual (L&D), or the appropriate AASHTO publication). Even though the LPA may use its own standards, ODOT may require the LPA to use a design based on the L&D Manual for projects that contain a high crash rate or areas of crash concentrations. Where the LPA has adopted ODOT standards for the PROJECT, the LPA shall be responsible for ensuring that any ODOT standards used for the PROJECT are current and/or updated. The LPA shall be responsible for periodically contacting the ODOT District LPA Coordinator or through the following Internet website for any changes or updates: www.dot.state.oh.us/drrc/Pages/default.aspx

4.4 The LPA shall either designate an LPA employee, who is a registered professional engineer, to act as the Project Design Engineer and serve as the LPA's principal representative for attending to project responsibilities or engage the services of a pre-qualified ODOT consultant, who has been chosen using a Qualification-Based Selection (QBS) process, as required pursuant to ORC sections 153.65 through 153.71. The pre-qualified list is available on the ODOT website at: www.dot.state.oh.us/DIVISIONS/Engineering/CONSULTANT

4.5 If Federal funds are used for a phase of project development and the LPA executes an agreement with a consultant prior to the receipt of the "Authorization" notification from ODOT, ODOT may terminate this Agreement and cease all Federal funding commitments.

4.6 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.

5. ENVIRONMENTAL RESPONSIBILITIES

5.1 In the administration of this PROJECT, the LPA shall be responsible for conducting any required public involvement events, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act and related regulations, including the requirements of the National Historic Preservation Act; and for securing all necessary permits.

5.2 If the LPA does not have the qualified staff to perform any or all of the respective environmental responsibilities, the LPA shall hire an ODOT Pre-Qualified Consultant through a QBS process. The pre-qualified list is available on the ODOT web page at www.dot.state.oh.us/CONTRACT. If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.

5.3 ODOT shall be responsible for the review of all environmental documents and reports and shall complete all needed coordination activities with State and Federal regulatory agencies toward securing environmental clearance.

5.4 The LPA shall be responsible for assuring compliance with all commitments made as part of the PROJECT's environmental clearance and/or permit requirements during the construction of the PROJECT.

5.5 The LPA shall require its consultant, selected to prepare a final environmental document pursuant to the requirements of the National Environmental Policy Act, to execute a copy of a disclosure statement specifying that the consultant has no financial or other interest in the outcome of the PROJECT.

5.6 The LPA shall submit a NOI to Ohio EPA to obtain coverage under the National Pollution Discharge Elimination System (NPDES) Construction General Permit for all projects where the combined Contractor and Project Earth Disturbing Activity (EDA) are one acre or more. If the LPA chooses not to use ODOT's L&D Vol. 2 on Local-Let LPA projects, they may use an alternative post-construction BMP criteria with Ohio EPA approval.

6. RIGHT OF WAY/ UTILITIES/ RAILROAD COORDINATION

6.1 All right-of-way acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (hereinafter referred to as Uniform Act), any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT.

6.2 If existing and newly-acquired right of way is required for this PROJECT, the LPA shall certify that the all right of way has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. Per ODOT's Office of Real Estate, any LPA staff who perform real estate functions shall be prequalified. If the LPA does not have the qualified staff to perform any or all of the respective right of way functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the appraisal and appraisal review functions. Appraisal review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA. Likewise, a consultant hired to perform right of way acquisition work is not permitted to perform both the relocation and relocation review functions. Relocation review shall be performed by an independent staff or fee reviewer.

6.3 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.

6.4 All relocation assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT. The LPA shall not hire a consultant to perform both the relocation and relocation review functions nor shall the LPA hire a sub-consultant for relocation and another sub-consultant for relocation review. Relocation review shall be performed by an independent staff person or independent fee reviewer and shall be hired directly by the LPA.

6.5 The LPA shall provide the ODOT District Office with its certification that all right of way property rights necessary for the PROJECT are under the LPA's control, that all right of way has been cleared of encroachments, and that utility facilities have been appropriately relocated or accounted for so as not to interfere with project construction activities. ODOT shall make use of the LPA's Right of Way Certification, as well as evaluate the LPA's and/or consultant's performance of the project real estate activities under Titles II and III of the Uniform Act, and, as appropriate, certify compliance to the FHWA. The LPA shall be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.

6.6 In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a utility relocation agreement with each utility prior to the letting of construction. No reimbursable construction costs shall be incurred by the LPA prior to the receipt of the "Authorization to Advertise" notification from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.

6.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval.

6.8 The LPA shall be responsible for any necessary railroad coordination and agreements. The LPA shall comply with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the ORC regarding all activities relating to Railroad-Highway projects.

6.9 Consistent with sections 10.1 and 10.4 of this Agreement, the LPA shall assure that, if any property acquired for this PROJECT is subsequently sold for less than fair market value, all Title VI requirements are included in the instrument which transfers the property. Consistent with sections 10.1 and 10.4 of this Agreement, the LPA shall assure that if the LPA grants a permit or license for the property acquired for this PROJECT that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.

7. ADVERTISING, SALE AND AWARD

7.1 The LPA **shall not** advertise for bids prior to the receipt of the "Authorization to Advertise" notification from ODOT. Should advertising or work commence prior to the receipt of the "Authorization to Advertise" notification, ODOT shall immediately terminate this Agreement and cease all Federal funding commitments.

7.2 Any use of sole source or proprietary bid items must be approved by the applicable ODOT district. All sole source or proprietary bid items should be brought to the attention of the LPA Coordinator as soon as possible so as not to cause a delay in the plan package submission process. Bid items for traffic signal and highway lighting projects must be in conformance with ODOT's Traffic Engineering Manual.

7.3 Once the LPA receives Federal authorization to advertise, the LPA may begin advertising activities. Whenever local advertisement requirements differ from Federal advertisement requirements, the Federal requirements shall prevail. The period between the first legal advertising date and the bid opening date shall be a minimum of twenty-one (21) calendar days. The LPA shall submit to ODOT any addendum to be issued during the advertisement period that changes estimates or materials. ODOT shall review and approve such addendum for project eligibility. All addenda shall be distributed to all potential bidders prior to opening bids and selling the contracts.

7.4 The LPA must incorporate ODOT's LPA Bid Template in its bid documents. The template includes Form FHWA-1273, Required Contract Provisions, a set of contract provisions and proposal notices

that are required by regulations promulgated by the FHWA and other Federal agencies, which must be included in all contracts as well as appropriate subcontracts and purchase orders.

7.5 The LPA shall require the contractor to be enrolled in, and maintain good standing in, the Ohio Bureau of Workers' Compensation Drug-Free Safety Program (DFSP), or a similar program approved by the Bureau of Workers' Compensation, and the LPA must require the same of any of its subcontractors.

7.6 Only pre-qualified contractors are eligible to submit bids for this PROJECT. Pre-qualification status must be in effect/current **at the time of award**. For work types that ODOT does not pre-qualify, the LPA must still select a qualified contractor. Subcontractors are not subject to the pre-qualification requirement. In accordance with FHWA Form 1273 Section VII and 23 CFR 635.116, the "prime" contractor must perform no less than 30 percent of the total original contract price. The 30-percent prime requirement does not apply to design-build contracts.

7.7 In accordance with ORC Section 153.54, et. seq., the LPA shall require that the selected contractor provide a performance and payment bond in an amount equal to at least 100 percent of its contract price as security for the faithful performance of its contract. ODOT shall be named an oblige on any bond. If the LPA has 100 percent locally-funded work product within this Agreement, the LPA must allocate the correct percent of the performance and payment bond cost to the 100 percent locally-funded work product.

7.8 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is not subject to a finding for recovery under ORC Section 9.24, that the contractor has taken the appropriate remedial steps required under ORC Section 9.24, or that the contractor otherwise qualifies under the exceptions to this section. Findings for recovery can be viewed on the Auditor of State's website at https://ohioauditor.gov/findings.html . If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all Federal funding commitments.

7.9 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is an active registrant on the Federal System for Award Management (SAM). Pursuant to 48 CFR 9.404, contractors that have an active exclusion on SAM are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits. If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all federal funding commitments.

7.10 The LPA is prohibited from imposing any geographical hiring preference on any bidder in the LPA's bid documents or on any successful contractor in the LPA's award or contract for the construction of the PROJECT.

7.11 After analyzing all bids for completeness, accuracy, and responsiveness, per ORC 153.12, the LPA shall approve the award of the contract in accordance with laws and policies governing the LPA within 60 days after bid opening. Within 45 days of that approval, the LPA shall submit to ODOT notification of the project award by submitting a bid tabulation, a copy of the ordinance or resolution, and direct payment information as required in Attachment 2 of this Agreement, if applicable.

8. CONSTRUCTION CONTRACT ADMINISTRATION

8.1 The LPA shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the PROJECT. The LPA shall bear the responsibility of ensuring that construction conforms to the approved plans, surveys, profiles, cross sections and material specifications. If a consultant is used for engineering and/or inspection activities, the LPA must use a QBS process as required pursuant to ORC sections 153.65 through 153.71. Any construction contract administration or engineering costs incurred by

the LPA or their consultant prior to the construction contract award date will not be eligible for reimbursement under this Agreement.

8.2 The LPA must maintain a project daily diary that is up-to-date and contains the following information: all work performed, list of equipment utilized, project personnel and hours worked, pay quantities, daily weather conditions, special notes and instructions to the contractor, and any unusual events occurring on or adjacent to the PROJECT. Additionally, the LPA is responsible for documenting measurements, calculations, material quality, quantity, and basis for payment; change orders, claims, testing and results, traffic, inspections, plan changes, prevailing wage, EEO and DBE, if applicable. The LPA is responsible for ensuring all materials incorporated into the PROJECT comply with ODOT's Construction and Material Specifications and meet the requirements of Appendix J in the LATP Manual of Procedures.

8.3 The LPA shall certify both the quantity and quality of material used, the quality of the work performed, and the amount of construction engineering cost, when applicable, incurred by the LPA for the eligible work on the PROJECT, as well as at the completion of construction. The LPA shall certify that the construction is in accordance with the approved plans, surveys, profiles, cross sections and material specifications or approved amendments thereto.

8.4 The Federal-aid Highway Program operates on a reimbursement basis, which requires that costs actually be incurred and paid before a request is made for reimbursement. The LPA shall review and/or approve all invoices prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT. If the LPA is requests reimbursement, it must provide documentation of payment for the project costs requested. The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The LPA must submit to ODOT a written request for either current payment or reimbursement of the Federal/State share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed on a daily basis as the items of work are completed and accepted.

8.5 ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA's construction contractor ("Contractor"), the eligible items of expense in accordance with the cost-sharing provisions of this Agreement. If the LPA requests to have the Contractor paid directly, Attachment 2 to this Agreement shall be completed and submitted with the project bid tabulations, and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio. ODOT shall pay the Contractor or reimburse the LPA within thirty (30) days of receipt of the approved Contractor's invoice from the LPA.

8.6 The LPA shall notify ODOT of the filing of any mechanic's liens against the LPA's Contractor within three (3) business days of receipt of notice of lien. Failure to so notify ODOT or failure to process a mechanic's lien in accordance with the provisions of Chapter 1311 of the ORC may result in the termination of this Agreement. Upon the receipt of notice of a mechanic's lien, ODOT reserves the right to (1) withhold an amount of money equal to the amount of the lien that may be due and owing to either the LPA or the Contractor; (2) terminate direct payment to the affected Contractor; or (3) take both actions, until such time as the lien is resolved.

8.7 Payment or reimbursement to the LPA shall be submitted to:

Mayor Thomas P. Perciak City of Strongsville
16099 Foltz Parkway
Strongsville, Ohio 44149

8.8 If, for any reason, the LPA contemplates suspending or terminating the contract of the Contractor, it shall first seek ODOT's written approval. Failure to timely notify ODOT of any contemplated suspension or termination, or failure to obtain written approval from ODOT prior to suspension or termination, may result in ODOT terminating this Agreement and ceasing all Federal funding commitments.

8.9 If ODOT approves any suspension or termination of the contract, ODOT reserves the right to amend its funding commitment in paragraph 3.1 and, if necessary, unilaterally modify any other term of this Agreement in order to preserve its Federal mandate. Upon request, the LPA agrees to assign all rights, title, and interests in its contract with the Contractor to ODOT to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.

8.10 Any LPA right, claim, interest, and/or right of action, whether contingent or vested, arising out of, or related to any contract entered into by the LPA for the work to be performed by the Contractor on this PROJECT (the Claim), may be subrogated to ODOT, and ODOT shall have all of the LPA's rights in/to the Claim and against any other person(s) or entity(ies) against which such subrogation rights may be enforced. The LPA shall immediately notify ODOT in writing of any Claim. The LPA further authorizes ODOT to sue, compromise, or settle any such Claim. It is the intent of the parties that ODOT be fully substituted for the LPA and subrogated to all of the LPA's rights to recover under such Claim(s). The LPA agrees to cooperate with reasonable requests from ODOT for assistance in pursuing any action on the subrogated Claim including requests for information and/or documents and/or to testify.

8.11 After completion of the PROJECT, and in accordance with Title 23 United States Code 116 and applicable provisions of the ORC, the LPA shall maintain the PROJECT to design standards and provide adequate maintenance activities for the PROJECT, unless otherwise agreed to by ODOT. The PROJECT must remain under public ownership and authority for 20 years unless otherwise agreed to by ODOT. If the PROJECT is not being adequately maintained, ODOT shall notify the LPA of any deficiencies, and if the maintenance deficiencies are not corrected within a reasonable amount of time, ODOT may determine that the LPA is no longer eligible for future participation in any Federally-funded programs.

8.12 The LPA must provide the final invoices, and final report (Appendix P located in the Construction Chapter of the LPA Manual) along with all necessary closeout documentation within 6 months of the physical completion date of the PROJECT. All costs must be submitted within 6 months of the established completion date. Failure to submit final invoices along with the necessary closeout documentation within the 6-month period may result in closeout of the PROJECT and loss of eligibility of any remaining Federal and or State funds.

9. CERTIFICATION AND RECAPTURE OF FUNDS

9.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by ORC section 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.

9.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it has received for the PROJECT. If the LPA has not repaid ODOT in full an amount equal to the total funds ODOT disbursed on behalf of the PROJECT, any funds recovered from the performance and payment bond as required under section 7.7 shall be used to offset the Federal dollars reimbursed to FHWA.

10. NONDISCRIMINATION

10.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability as that term is defined in the American with Disabilities Act, military status (past, present, or future), or genetic information. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10.2 The LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such project work.

10.3 The LPA shall ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, will have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. To meet this requirement, subcontractors who claim to be DBEs must be certified by ODOT. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

> Disadvantaged Business Enterprise (DBE) Requirement. DBE participation goals (subcontracts, materials, supplies) have been set on this PROJECT for those certified as DBEs pursuant to Title 23, U.S.C. section 140(c) and 49 CFR, Part 26, and where applicable qualified to bid with ODOT under Chapter 5525 of the **ORC**.
>
> ODOT shall supply the percentage goal to the LPA upon review of the Engineer's Estimate. Prior to executing the contract with the contractor, and in order for ODOT to encumber the Federal/State funds, the contractor must demonstrate compliance with the DBE Utilization Plan and Good Faith Efforts requirements.
>
> **GOOD FAITH EFFORTS (GFEs)**
>
> In the event that the DBE contract goal established by ODOT is not met on a project, the Contractor shall demonstrate that it made adequate good faith efforts to meet the goal, even though it did not succeed in obtaining enough DBE participation to do so.
>
> The Contractor shall demonstrate its GFEs by submitting information including but not limited to the following to the LPA:
>
> (1) All written quotes received from certified DBE firms;
> (2) All written (including email) communications between the Contractor and DBE firms;
> (3) All written solicitations to DBE firms, even if unsuccessful;

(4) Copies of each non-DBE quote when a non-DBE was selected over a DBE for work on the contract;
(5) Phone logs of communications with DBE firms.

The LPA will send the GFE documentation including their recommendation to ODOT at the following address:

Office of Small & Disadvantaged Business Enterprise
The Ohio Department of Transportation
1980 West Broad Street, Mail Stop 3270
Columbus, Ohio 43223

ODOT shall utilize the guidance set forth in 49 CFR §26.53 Appendix A in determining whether the Contactor has made adequate good faith efforts to meet the goal. ODOT will review the GFE documentation and the LPA's recommendation and issue a written determination on whether adequate GFEs have been demonstrated by the Contractor.

The Contractor may request administrative reconsideration within two (2) days of being informed that it did not perform a GFE. The Contractor must make this request in writing to the following official:

Ohio Department of Transportation
Division of Chief Legal Counsel
1980 West Broad Street, Mail Stop 1500
Columbus, Ohio 43223

The reconsideration official will not have played any role in the original determination that the Contractor did not document sufficient good faith effort.

As part of this reconsideration, the Contractor will have the opportunity to provide written documentation or an argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. ODOT will send the Contractor a written decision on reconsideration explaining the basis for finding that the Contractor did or did not meet the goal or make adequate good faith efforts. The result of the reconsideration process is not administratively appealable.

ODOT may issue sanctions if the Contractor fails to comply with the contract requirements and/or fails to demonstrate the necessary good faith effort. ODOT may impose any of the following sanctions:

(a) letter of reprimand;
(b) contract termination; and/or
(c) other remedies available by law including administrative suspension.

Factors to be considered in issuing sanctions include, but are not limited to:

(a) the magnitude and the type of offense;
(b) the degree of the Consultant's culpability;
(c) any steps taken to rectify the situation;
(d) the Contractor's record of performance on other projects including, but not limited to:
    (1) annual DBE participation over DBE goals;
    (2) annual DBE participation on projects without goals;
    (3) number of complaints ODOT has received from DBEs regarding the Contractor; and,
    (4) the number of times the Contractor has been previously sanctioned by ODOT; and,
(e) Whether the Contractor falsified, misrepresented, or withheld information.

10.4 During the performance of this contract, the LPA, for itself, its assignees and successors in interest agrees as follows:

(a) **Compliance with Regulations:** The LPA will comply with the regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation (hereinafter "U.S. DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

In addition, the LPA will comply with the provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FHWA Guidance, and any other Federal, State, and/or local laws, rules and/or regulations (hereinafter referred to as "ADA/504").

(b) **Nondiscrimination:** The LPA, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status or limited English proficiency in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The LPA will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, as well as the ADA/504 regulations.

(c) **Solicitations for Contractors or Subcontractors, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor, subcontractor, or supplier will be notified by the LPA of the LPA's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status or limited English proficiency.

(d) **Information and Reports:** The LPA will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the LPA is in the exclusive possession of another who fails or refuses to furnish this information, the LPA will so certify to the STATE or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

(e) **Sanctions for Noncompliance:** In the event of the LPA's noncompliance with the nondiscrimination provisions of this contract, the STATE will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

(1) withholding of payments to the LPA under the contract until the LPA complies, and/or
(2) cancellation, termination or suspension of the contract, in whole or in part.

(f) **Incorporation of Provisions:** The LPA will include the provisions of paragraphs 10.4 (a) through (e) above in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The LPA will take such action with respect to any contractor or subcontractor procurement as the STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the LPA becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or supplier as a result of such direction, the LPA may request the STATE to enter into such

litigation to protect the interests of the STATE, and, in addition, the LPA may request the United States to enter into such litigation to protect the interests of the United States.

11. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

11.1 The LPA shall ensure that any designs, specifications, processes, devices or other intellectual properties specifically devised for the PROJECT by its consultants or contractors performing work become the property of the LPA, and that when requested, such designs, specifications, processes, devices or other intellectual properties shall become available to ODOT and FHWA with an unrestricted right to reproduce, distribute, modify, maintain, and use. The LPA's consultants and contractors shall not seek or obtain copyrights, patents, or other forms of proprietary protection for such designs, specifications, processes, devices or other intellectual properties, and in providing them to the PROJECT, shall relinquish any such protections should they exist.

11.2 The LPA shall not allow its consultants or contractors to utilize within the development of the PROJECT any copyrighted, patented or similarly protected design, specification, process, device or other intellectual property unless the consultant or contractor has provided for such use by suitable legal agreement with the owner of such copyright, patent or similar protection. A consultant or contractor making use of such protected items for the PROJECT shall indemnify and save harmless the LPA and any affected third party from any and all claims of infringement on such protections, including any costs, expenses, and damages which it may be obliged to pay by reason of infringement, at any time during the prosecution or after the completion of work on the PROJECT.

11.3 In the case of patented pavements or wearing courses where royalties, licensing and proprietary service charges, exacted or to be exacted by the patentees, are published and certified agreements are filed with the LPA, guaranteeing to prospective bidders free unrestricted use of all such proprietary rights and trademarked goods upon payment of such published charges, such patented pavements or wearing courses may be specifically designated in the proposal and competition secured upon the item exclusive of the patent or proprietary charges.

12. TERMINATION; DEFAULT AND BREACH OF CONTRACT

12.1 Neglect or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such failure or neglect are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State of Ohio or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this Agreement with thirty (30) days written notice, except that if ODOT determines that the default can be remedied, then ODOT and the LPA shall proceed in accordance with sections 12.2 through 12.4 of this Agreement.

12.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred, the LPA shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the LPA shall have thirty (30) days to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty (30) days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.

12.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultants or contractors.

Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.

12.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.

12.5 This Agreement and obligation of the parties herein may be terminated by either party with thirty days written notice to the other party. In the event of termination, the LPA shall cease work, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish all data results, reports, and other materials describing all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODOT may require.

12.3. In the event of termination for convenience, the LPA shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the LPA shall not exceed the total amount of consideration stated in this Agreement. In the event of termination, any payments made by ODOT in which services have not been rendered by the LPA shall be returned to ODOT.

13. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

13.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in section 126.30 of the ORC.

13.2 The LPA hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the LPA's obligations made or agreed to herein.

14. NOTICE

14.1 Notice under this Agreement shall be directed as follows:

If to the LPA:	If to ODOT:
Thomas P. Perciak, Mayor	John Picuri, Acting Deputy Director
City of Strongsville	ODOT- District 12
16099 Foltz Parkway	5500 Transportation Blvd.
Strongsville, Ohio 44149	Garfield Heights, Ohio 44125

15. GENERAL PROVISIONS

15.1 *Recovery of LPA's allocable project Direct Labor, Fringe Benefits, and/or Indirect Costs*:

To be eligible to recover any costs associated with the LPA's internal labor forces allocable to this PROJECT, the LPA shall make an appropriate selection below: [*LPA official must initial the option selected.*]

☐ **1. No cost recovery of LPA's project direct labor, fringe benefits, or overhead costs.**
(A) The LPA ***does not*** currently maintain an ODOT approved federally compliant time-tracking system[1], ***and***
(B) The LPA ***does not*** intend to have a federally compliant time-tracking system developed, implemented, and approved by ODOT prior to the period of performance of this PROJECT, ***and/or***
(C) The LPA ***does not*** intend to pursue recovery of these project direct labor, fringe benefits, or overhead costs during the period of performance of this PROJECT Agreement.

☐ **2. Direct labor plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate.** [2]
(A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, ***and***
(B) The LPA ***does not*** currently have, and ***does not*** intend to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.

☐ **3. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate.** [3]
(A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, ***and***
(B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.

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1 A "federally compliant time-tracking system" is supported by a system of internal controls and record-keeping that accurately reflects the work performed; which provides reasonable assurance that the time being charged is accurate, allowable, and properly allocated; is incorporated in official records such as payroll records; reasonably reflects the employee's total activity; provides a time or percentage breakdown on all activities, both Federally funded and non-Federally funded for the employee and complies with the LPA's pre-established accounting practices and procedures.

2 [Also be sure to read footnote # 1] The De Minimis Indirect Cost Rate is 10 percent of modified total direct costs (MTDC) per 2 CFR §200.414. The definition of MTDC is provided in the regulation at 2 CFR §200.68. Any questions regarding the calculation of MTDC for a specific project should be directed to the Office of Local Programs. Further, regardless of whether the LPA subrecipient negotiates overhead rates with ODOT or uses the 10-percent de minimis rate, LPAs are required to maintain Federally-compliant time-tracking systems. Accordingly, LPAs are permitted to bill for labor costs, and then potentially associated fringe/indirect costs, only if the labor costs are accumulated, tracked, and allocated in accordance with compliant systems. Before an LPA is eligible to invoice ODOT for and recover the 10% de minimis indirect cost rate on any project, the LPA's time-tracking system and methods for tracking other project costs must be reviewed and approved by the ODOT Office of External Audits. A non-Federal entity that elects to charge the de minimis rate must meet the requirements in 2 CFR 200 Appendix VII Section D, Part 1, paragraph b.

3 [Also be sure to read footnotes # 1 and 2] The fringe benefits rate billed to this project must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the ODOT Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rate for that fiscal year to determine which rate is

☐ **4. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the LPA's ODOT approved Indirect Cost Rate.** [4]

(A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, ***and***

(B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT, ***and***

(C) Instead of using the Federal 10% De Minimis Indirect Cost Rate, the LPA currently has, or intends to negotiate, an ODOT approved indirect cost rate prior to the period of performance of this PROJECT.

For any allocable project labor costs to be eligible for reimbursement with Federal and/or State funds, the LPA must maintain compliance with all timekeeping requirements specified in 2 CFR Part 200 and the ODOT LPA Cost Recovery Guidance, including ODOT Questions and Answers and related supplementary guidance, as applicable. Additionally, if the LPA elects to recover fringe and/or indirect costs, the LPA shall maintain compliance with Appendix VII of 2 CFR Part 200 and the LATP Manual of Procedures.

15.2 If the LPA decides to change its indirect cost recovery option, the change shall not become effective until this Agreement is amended pursuant to section 15.12 below to reflect the indirect cost recovery option utilized by the LPA on the PROJECT.

15.3 *Financial Reporting and Audit Requirements*: One or more phases of this Agreement include a sub award of Federal funds to the LPA. Accordingly, the LPA must comply with the financial reporting and audit requirements of 2 CFR Part 200.

All non-federal entities, including ODOT's LPA sub recipients, that have aggregate federal awards expenditures from all sources of $750,000 or more in the non-federal entity's fiscal year must have a Single Audit, or program-specific audit, conducted for that year in accordance with the provisions of 2 CFR Part 200.

Federal and State funds expended to or on behalf of a sub recipient must be recorded in the accounting records of the LPA subrecipient. The LPA is responsible for tracking all project payments throughout the life of the PROJECT in order to ensure an accurate Schedule of Expenditures of Federal Awards (SEFA) is prepared annually for all *Applicable Federal Funds*. *Applicable Federal Funds* are those that are identified with the various project phases of this Agreement as a subaward. *Applicable Federal Funds* include not only those LPA project expenditures that ODOT subsequently reimburses with Federal funds, but also those Federal funds project expenditures that are disbursed directly by ODOT upon the request of the LPA.

The LPA must separately identify each ODOT PID and/or Project and the corresponding expenditures on its SEFA. LPAs are responsible for ensuring expenditures related to this PROJECT are reported when the activity related to the Federal award occurs. Further, the LPA may make this determination consistent with section 2 CFR §200.502 and its established accounting method to determine expenditures including accrual, modified accrual or cash basis.

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applicable. Accordingly, the fringe benefits rate applicable to different fiscal years throughout the period of performance of the project may fluctuate to match changes to the ODOT approved rate.

4 [Also be sure to read footnote # 1] The fringe benefits and indirect cost rates billed to this project must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rates for that fiscal year to determine which rates are applicable. Accordingly, the rates applicable to different fiscal years throughout the period of performance of the project may fluctuate to match changes to the ODOT approved rates.

When project expenditures are not accurately reported on the SEFA, the LPA may be required to make corrections to and republish the SEFA to ensure Federal funds are accurately reported in the correct fiscal year. An ODOT request for the restatement of a previously published SEFA will be coordinated with the Ohio Auditor of State.

15.4 *Record Retention*: The LPA, when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its records and financial statements as necessary relating to the LPA's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three years after FHWA approves the LPA's final Federal voucher for reimbursement of project expenses. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

> As the LPA, ODOT or the United States government may legitimately request from time to time, the contractor agrees to make available for inspection and/or reproduction by the LPA, ODOT or United States government, all records, books, and documents of every kind and description that relate to this contract.

Nothing contained in this Agreement shall in any way modify the LPA's legal duties and obligations to maintain and/or retain its records under Ohio public records laws.

15.5 *Ohio Ethics Laws*: LPA agrees that they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the ORC.

15.6 *State Property Drug-Free Workplace Compliance*: In accordance with applicable State and Federal laws, rules, and policy, the LPA shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.

15.7 *Trade:* Pursuant to the federal Export Administration Act and Ohio Revised Code 9.76(B), the LPA and any contractor or sub-contractor shall warrant that they are not boycotting any jurisdiction with whom the United States and the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Agreement.

The State of Ohio does not acquire supplies or services that cannot be imported lawfully into the United States. The LPA certifies that it, its Contractors, subcontractors, and any agent of the Contractor or its subcontractors, acquire any supplies or services in accordance with all trade control laws, regulations or orders of the United States, including the prohibited source regulations set forth in subpart 25.7, Prohibited Sources, of the Federal Acquisition Regulation and any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control. A list of those sanctions by country can be found at https://www.treasury.gov/resource- center/sanctions/Programs/Pages/Programs.aspx. These sanctions generally preclude acquiring any supplies or services that originate from sources within, or that were located in or transported from or through Cuba, Iran, Libya, North Korea, Syria, or the Crimea region of Ukraine.

15.8 *Lobbying*: Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.). LPA agrees that it will not use any funds for Lobbying, 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S. C. 1352. Each tier shall comply with Federal statutory provisions or the extent applicable prohibiting the use of

Federal assistance funds for activities designed to influence congress to a State legislature on legislation or appropriations, except through proper official channels. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

15.9 *Debarment.* LPA represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either R.C. 153.02 or R.C. 125.25 or by the Federal Government pursuant to 2 CFR Part 1200 and 2 CFR Part 180.

15.10 *Governing Law*: This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

15.11 *Assignment*: Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.

15.12 *Merger and Modification*: This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.

15.13 *Severability*: If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.

15.14 *Signatures*: Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

15.15 *Facsimile Signatures:* Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile signature on any other party delivered in such a manner as if such signature were an original.

The parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

LPA: Strongsville, Ohio	**STATE OF OHIO** **OHIO DEPARTMENT OF TRANSPORTATION**
By:	By:
Title: Thomas P. Perciak, Mayor	Jack Marchbanks Director
Date:	Date:

Attachment 1

PROJECT BUDGET – SOURCES AND USES OF FUNDS

SOURCES / USES	LPA FUNDS			FHWA FUNDS			STATE FUNDS			TOTAL
	Amount	%	SAC	Amount	%	SAC	Amount	%	SAC	
PRELIMINARY DEVELOPMENT										
FINAL DESIGN, CONSTRUCTION PLANS & SPECIFICATIONS										
ACQUISITION OF RIGHT OF WAY & UTILITY RELOCATION										
PROJECT CONSTRUCTION COSTS										
INSPECTION										
TOTALS	$25,165 $334,335 $2,879,570.14	20 20 100	LNTP LNTP LNTP	$100,660 $1,337,340	80 80	4TB7 4TB7				$4,677,070.14

Attachment 2

COUNTY-ROUTE-SECTION

PID NUMBER

AGREEMENT NUMBER

DUNS NUMBER

DIRECT PAYMENT OF CONTRACTOR

At the direction of the LPA and upon approval of ODOT, payments for work performed under the terms of the Agreement by the LPA's contractor shall be paid directly to the contractor in the pro-rata share of Federal/State participation. The invoice package shall be prepared by the LPA as previously defined in this Agreement, and shall indicate that the payment is to be made to the contractor. In addition, the invoice must state the contractor's name, mailing address and OAKS Vendor ID. Separate invoices shall be submitted for payments that are to be made to the contractor and those that are to be made to the LPA.

When ODOT uses Federal funds to make payment to the contractor, all such payments are considered to be expenditures of Federal funds received and also expended by the LPA (sub recipient). Accordingly, the LPA is responsible for tracking the receipts and payments and reporting the payments Federal (Receipts) Expenditures on the Schedule of Expenditures of Federal Awards (SEFA). An LPA that fails to report these funds accurately and timely may be required to restate the SEFA to comply with Federal reporting requirements.

We_____*(INSERT NAME OF LPA)*_____request that all payments for the Federal/State share of the construction costs of this Agreement performed by _____*(CONTRACTOR'S NAME)*_____be paid directly to _____*(CONTRACTOR'S NAME)*_____.

VENDOR Name:	**Error! Reference source not found.**
Oaks Vendor ID:	0000000000
Mailing Address:	**Error! Reference source not found.**
	Error! Reference source not found.
LPA signature:	

LPA Name:	**Error! Reference source not found.**
Oaks Vendor ID:	0000000000
Mailing Address:	**Error! Reference source not found.**
	Error! Reference source not found.
ODOT Approval signature:	

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2018 – 067

By: Mayor Perciak and All Members of Council

A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS FOR THE PAVEMENT RECONSTRUCTION PROGRAM FOR 2019 IN THE CITY OF STRONGSVILLE.

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

Section 1. That the Mayor be and is hereby authorized to advertise for bids for the Pavement Reconstruction Program for 2019, consisting of removal and replacement of concrete pavement, catch basin reconstruction, and replacement of curbs and ramps, in accordance with specifications and bid documents on file in the office of the City Engineer, which are in all respects hereby approved.

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

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

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

_____
President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

	Yea	Nay
Carbone		
Daymut		
DeMio		
Kosek		
Roff		
Schonhut		
Short		

Attest: _____
Clerk of Council

RES ~~ORD~~. No. 2019-067 Amended: _____

1st Rdg. _____ Ref: _____

2nd Rdg. _____ Ref: _____

3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____

Adopted: _____ Defeated: _____

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2019 – 068

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A NEW COLLECTIVE BARGAINING AGREEMENT BETWEEN THE FRATERNAL ORDER OF THE POLICE, PARMA LODGE #15 (RADIO DISPATCHERS UNIT) AND THE CITY OF STRONGSVILLE THROUGH DECEMBER 31, 2021, AND DECLARING AN EMERGENCY.

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

Section 1. That the Mayor be and is hereby authorized and directed to execute and enter into a new collective bargaining agreement between the Fraternal Order of Police, Parma Lodge 15 (Radio Dispatchers Unit), and the City of Strongsville for a three-year period commencing retroactive to January 1, 2019 through December 31, 2021, copies of which are on file with the Clerk of Council and Human Resources Director, and which is in all respects hereby approved.

Section 2. That the funds for the purposes of the aforesaid contract's 2019 requirements have been or will be appropriated and shall be paid from the General Fund, and thereafter in accordance with the annual appropriation ordinances adopted by Council.

Section 3. That the pertinent provisions of the aforesaid Agreement and this Ordinance shall be retroactive to and operative from and after January 1, 2019; and the provisions of said Agreement shall be applied to each City employee who is a member of said collective bargaining unit from and after January 1, 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 of the City, and for the further reason that the immediate approval and implementation of the aforesaid Agreement is necessary in order to maintain the orderly and efficient operation of the Radio Dispatchers Unit of the Public Safety Division of the City, provide fair compensation for such collective bargaining unit members, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

_____
President of Council

Approved._____
Mayor

Date Passed:_____

Date Approved:_____

Attest:_____
Clerk of Council

	Yea	Nay
Carbone	_____	_____
DeMio	_____	_____
Kosek	_____	_____
Patten	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

ORD. No. 2019-068 Amended:_____
1st Rdg._____ Ref:_____
2nd Rdg._____ Ref:_____
3rd Rdg._____ Ref:_____

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

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2019 – 069

By: Mayor Perciak and All Members of Council

A RESOLUTION ACCEPTING VARIOUS DONATIONS TO THE CITY OF STRONGSVILLE IN MEMORY OF LIFE-LONG STRONGSVILLE RESIDENT CHARLOTTE MCKINLEY, TO BE USED FOR THE CITY'S FIRE DEPARTMENT.

WHEREAS, sadly, life-long City of Strongsville resident, Charlotte McKinley, passed away on March 8, 2019; and

WHEREAS, Mrs. McKinley's family had requested that any memorial contributions be made to the Strongsville Fire & Emergency Services; and

WHEREAS, since that time and to date, a number of individuals have made various monetary donations to the City of Strongsville Fire Department in memory of Mrs. McKinley, in the total amount of $710.00; and

WHEREAS, therefore, the City now will accept such thoughtful donations in memory of Charlotte McKinley; and

WHEREAS, since the mission of the Strongsville Fire & Emergency Services is to protect the lives, property, and environment of the people who live, work, and travel in the City of Strongsville, it is the City's intention to use the donations for public education and training.

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

Section 1. That this Council hereby graciously accepts the above donations from various persons, and along with Mayor Perciak, expresses the City's appreciation for such generous donations, in honor of Charlotte McKinley, to be utilized by the City's Fire Department for public education and training purposes.

Section 2. That the donations will be placed into the City's Fire Levy Fund for appropriation for the above-referenced purposes.

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

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

_____
President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

Attest: _____
Clerk of Council

	Yea	Nay
Carbone	_____	_____
DeMio	_____	_____
Kosek	_____	_____
Patten	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

RES
~~ORD~~. No. 2019-069 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2019 – 070

By: Mayor Perciak and All Members of Council

AN ORDINANCE REQUESTING PARTICIPATION IN OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES CONTRACTS FOR THE PURCHASE OF PLAYGROUND EQUIPMENT AND APPURTENANCES FOR USE BY THE RECREATION DEPARTMENT OF THE CITY AT SURRARRER PARK; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO DO ALL THINGS NECESSARY TO ENTER INTO AN AGREEMENT IN CONNECTION THEREWITH; AND DECLARING AN EMERGENCY.

WHEREAS, Ohio Revised Code Section 5513.01(B) provides the opportunity for counties, townships and municipal corporations to participate in contracts of the Ohio Department of Administrative Services for the purchase of machinery, equipment, materials, supplies or other articles; and

WHEREAS, based upon recommendation of the City's Director of Recreation & Senior Services, this Council wishes to take advantage of that opportunity in connection with the purchase of playground equipment and appurtenances (Schedule No. 800702-1, Index No. STS640) for use by the Recreation Department at Surrarrer Park.

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

Section 1. That the Mayor be and is hereby authorized and directed to request authority in the name of the City of Strongsville to participate in the Ohio Department of Administrative Services contract, which the Department has entered into pursuant to Revised Code Section 5513.01(B) with **BCI BURKE COMPANY, LLC,** through the authorized dealer, **SNIDER RECREATION, INC.,** for the purchase of playground equipment and appurtenances, for use by the Recreation Department of the City at Surrarrer Park in the amount of $73,885.78, as set forth on the estimates attached hereto as Exhibits A and B, and incorporated herein by reference.

Section 2. That the City of Strongsville hereby agrees to be bound by the terms and conditions prescribed by the Director of Administrative Services for such purchase and to directly pay the vendor, under each such contract of the Ohio Department of Administrative Services in which the City participates for items it receives pursuant to the contract.

Section 3. That the Mayor and Director of Finance be and are hereby authorized to enter into and execute such agreements and documents as may be necessary to participate in the Ohio Department of Administrative Services Cooperative Purchasing Program.

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

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

Section 6. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare, and for the further reason that it is immediately necessary to participate in the purchase of such playground equipment and appurtenances, in order to update and install additional playground equipment at Surrarrer Park, 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:_____

	Yea	Nay
Carbone	_____	_____
DeMio	_____	_____
Kosek	_____	_____
Patten	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

Attest:_____
Clerk of Council

ORD. No. 2019-070 Amended:_____
1st Rdg._____ Ref:_____
2nd Rdg._____ Ref:_____
3rd Rdg._____ Ref:_____

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

Snider Recreation Inc.

10139 Royalton Road #K
N. Royalton, OH 44133

Ph (440)877-9151 Toll Free (800)888-2889 Fx (440)877-9159
www.cvsnider.com
info@cvsnider.com

Estimate

Date	Estimate #
4/4/2019	6696R

Name / Address	Ship To
City of Strongsville Strongsville Parks & Recreation 13213 Pearl Road Strongsville, OH 44136	TO BE DETERMINED

Terms	Rep	Customer Phone	Customer Fax	Tax Exempt Number	County
Due on Receipt	JCS	440-580-3264	440-572-3503		Cuyahoga-OH

Item	Description	Qty	Rate	Total
	Surrarrer Park - Phase 2 Ohio State Term Schedule Pricing			
Design	BCI Burke Design NUNP-2751 Phase Two: Design 127-112150-1	1	17,700.00	17,700.00
Discount Recreation	Discount - Ohio State Term Schedule		-6,300.00	-6,300.00
	Subtotal			11,400.00
580-0099	Double Wide Grill	2	451.00	902.00
Discount Recreation	Discount - Ohio State Term Schedule		-99.22	-99.22
	Subtotal			802.78
Freight	Shipping Charges	1	1,085.00	1,085.00
Installation	Installation of Equipment	1	3,600.00	3,600.00

If tax exempt certificate is not provided appropriate sales tax will be charged. Quote valid for 30 days.

Freight subject to fuel charge. Payment via credit card will incur an additional 3% administrative fee.

Subtotal	$16,887.78
Sales Tax (8.0%)	$0.00
Total	$16,887.78

FEIN 46-5631661

EXHIBIT A

Snider Recreation Inc.

10139 Royalton Road #K
N. Royalton, OH 44133

Ph (440)877-9151 Toll Free (800)888-2889 Fx (440)877-9159
www.cvsnider.com
info@cvsnider.com

Estimate

Date	Estimate #
4/4/2019	7009S

Name / Address	Ship To
City of Strongsville Strongsville Parks & Recreation 13213 Pearl Road Strongsville, OH 44136	INSTALLATION LOCATION Surrarer Park 14720 Whitney Road Strongsville,OH 44136

Terms	Rep	Customer Phone	Customer Fax	Tax Exempt Number	County
Due on Receipt	JCS	440-580-3264	440-572-3503		Cuyahoga-OH

Item	Description	Qty	Rate	Total
	SURRARRER PARK - PHASE 3 Ohio State Term Schedule Pricing			
Design	BCI Burke Play Design 127-113347-4	1	55,427.00	55,427.00
Discount Recreation	Discount - Spring Promo		-13,157.23	-13,157.23
Freight	Shipping Charges	1	2,000.00	2,000.00
Borders	12" x 4' Playground Border with Spike.	88	36.00	3,168.00
ADAHalfRamp	Half Ramp for use with12' Borders.	1	650.00	650.00
Installation	Installation of Equipment	1	8,910.23	8,910.23
	NOTE: Supply and Installation of Wood Fiber done BY OTHERS			

If tax exempt certificate is not provided appropriate sales tax will be charged. Quote valid for 30 days.

Freight subject to fuel charge. Payment via credit card will incur an additional 3% administrative fee.

Subtotal	$56,998.00
Sales Tax (8.0%)	$0.00
Total	$56,998.00

FEIN 46-5631661

EXHIBIT B

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2019 – 071

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A NON-EXCLUSIVE RENTAL/OCCUPANCY AGREEMENT WITH THE GREATER CLEVELAND SENIORS SOFTBALL ON A LIMITED BASIS FOR 2019, 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 Greater Cleveland Seniors Softball (GCSS), is an organization that offers a softball program for senior men in the area; and further which views its mission to provide softball players ages 55 and up the enjoyment of competitive softball; and

WHEREAS, GCSS again desires to occupy and use the City baseball fields to stage and conduct a softball league from April 16, 2019 through September 26, 2019, on a limited and non-exclusive basis; and

WHEREAS, the City welcomes this effort to continue to provide the seniors in the area a safe and rewarding softball experience; and

WHEREAS, the parties, therefore, now desire to enter into a limited non-exclusive Rental/Occupancy Agreement for 2019 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 Greater Cleveland Seniors Softball for 2019, 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.

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 an 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.

_____
President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

	Yea	Nay
Carbone	_____	_____
DeMio	_____	_____
Kosek	_____	_____
Patten	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

Attest: _____
Clerk of Council

ORD. No. 2019-071 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 _____, 2019, 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 **GREATER CLEVELAND SENIORS SOFTBALL,** and located at 1 River Road, Hinckley, Ohio 44233 (hereinafter called "GCSS" or "Tenant").

W I T N E S S E T H:

WHEREAS, the Greater Cleveland Seniors Softball, is an organization that offers a softball program for senior men in the area; and further which views its mission to provide for the enjoyment of senior softball players ages 55 and up through competitive softball; and

WHEREAS, GCSS again desires to occupy and use the City baseball fields to stage and conduct a softball league from April 16, 2019 through September 26, 2019, on a limited and non-exclusive basis; and

WHEREAS, the City welcomes this effort to continue to provide the seniors in the area a safe and rewarding softball 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 Fields" (hereinafter the "Premises").

2. TERM

2.1 Term

The term of this Rental/Occupancy shall commence April 16, 2019 and end at midnight September 26, 2019.

2.2 Termination

Tenant hereby acknowledges that the City may, at any time, and without cause, terminate this Agreement upon fourteen (14) 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 – Thirty Dollars ($30.00) per field, per day, for each field used by Tenant during the term of Tenant's occupancy.

(b) Field Drying Agent – Fifteen Dollars ($15.00) for each bag of drying agent used during the term of Tenant's occupancy.

EXHIBIT A

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's times and schedule of specific use shall be on a non-exclusive basis and specifically designated by the City through its Director of Recreation & Senior Services; provided, however, that scheduling of games shall be afforded to the Tenant in order to attempt to accommodate the Tenant's needs over any other potential users or occupiers. The foregoing is subject, however, to City Recreation Department programs which will always take precedence with regard to scheduling; and also to the fact that the City's Recreation Department reserves the right to alter, modify, supplement, amend and revise schedules, rules and regulations within its sole discretion.

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

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

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

8.2 Alterations and Improvements

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

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

9. DEFAULT

9.1 Events Constituting Default

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

9.2 Effect of Default

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

9.3 Waiver or Default

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

10. MECHANICS' LIENS

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

expenses thereof, including, but not limited to, attorneys' fees (to the extent permitted by law), bond premiums and court costs.

11. QUIET ENJOYMENT

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

12. RIGHT OF ENTRY

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

13. ASSIGNMENT, SUBLEASE AND CHANGE OF ORGANIZATION

13.1 Assignment and Sublease

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

13.2 Change of Organization of Tenant

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

14. NOTICES

All notices to the City shall be sent to:

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

All notices to the Tenant shall be sent to:

Greater Cleveland Seniors Softball
c/o Tony Chihill
1 River Road
Hinckley, Ohio 44233

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

15. PARTIES BOUND AND BENEFITED

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

16. RELATIONSHIP OF THE PARTIES

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

17. ONLY AGREEMENT

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

18. CAPTIONS

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

19. GOVERNING LAW

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

20. COUNTERPARTS

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

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

Witnesses:

_____

_____

CITY OF STRONGSVILLE

By:_____
Thomas P. Perciak
Its: Mayor

Date:_____

Approved for form:

By:_____
Law Director

GREATER CLEVELAND SENIORS SOFTBALL

By: Tony Chihill

Tony Chihill

Its: GCSS Commissioner

Date: 4/5/19

STATE OF OHIO)
) ss
COUNTY OF CUYAHOGA)

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Strongsville, Ohio, this ____ day of _____, 2019.

_____
Notary Public

STATE OF OHIO)
) ss
COUNTY OF Cuyahoga)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named **GREATER CLEVELAND SENIORS SOFTBALL,** by Tony Chihill, its commissioner, who acknowledged that he did sign the foregoing instrument and that the same is his free and voluntary act and deed, and the free and voluntary act and deed of said organization.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Strongsville, Ohio, this 5 day of April, 2019.

Hillary Renker
Notary Public

HILLARY RENKER
Notary Public, State of Ohio
My Comm. Expires 02/07/2022
Recorded in Cuyahoga County

EXHIBIT A

City of Strongsville Fields

VOLUNTEER PARK – 21410 Lunn Road

1. Farnsworth Field
2. Cappy Field

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2019 – 072

By: Mayor Perciak and All Members of Council

A RESOLUTION APPROVING THE APPLICATION OF SUSAN LEA SCHNITTKE TO PLACE LAND IN AN AGRICULTURAL DISTRICT.

WHEREAS, Susan Lea Schnittke (the "applicant") has filed a renewal application with the Clerk of Council to place Permanent Parcel No. 398-13-016, located at 11291 Handle Road in the City of Strongsville ("applicant's land"), which the applicant has owned for many years, into an agricultural district; and

WHEREAS, through passage of Resolution No. 2014-054, this Council previously approved a prior similar application for the same property; and

WHEREAS, on April 3, 2019, the Cuyahoga County Fiscal Office notified the City that it has approved the application; and

WHEREAS, this Council held a public hearing on April 15, 2019, within the time prescribed by law, to hear the applicant and any public comments in support of and/or against the granting of the application.

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

Section 1. That this Council finds and determines that the application attached hereto as Exhibit A to place applicant's land comprising some 4.9 acres in an agricultural district is in compliance with law and is hereby approved.

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

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

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

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

_____
President of Council

Date Passed: _____

	Yea	Nay
Carbone	_____	_____
DeMio	_____	_____
Kosek	_____	_____
Patten	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

Approved: _____
Mayor

Date Approved: _____

Attest: _____
Clerk of Council

RES
~~ORD~~. No. 2019-072 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

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

RECEIVED
APR 03 2019
CITY OF STRONGSVILLE
CITY COUNCIL

ACCEPTANCE OF APPLICATION FOR PLACEMENT OF FARMLAND IN AGRICULTURAL DISTRICT

(O.R.C. SECTION 929.02)

Coventree Farm
11291 Handle Rd
Strongsville, Oh 44136

Thursday, March 21, 2019

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

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

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

The affected permanent parcel numbers and addresses are:

PARCEL NUMBER	ADDRESS
398-13-016	11291 HANDLE RD

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

Cordially,

Lori Koran

Lori Koran
Certified General Real Estate Appraiser
CAUV Specialist

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

Dan Harbaugh, Dir. of Appraisal

EXHIBIT A

APPLICATION FOR PLACEMENT OF FARMLAND IN AN AGRICULTURAL DISTRICT

(O.R.C. Section 929.02)

(See page 4 for General Information regarding this Application)

New Application ☐
Renewal Application ☑

INSTRUCTIONS FOR COMPLETING APPLICATION

Print or type all entries.

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

A.

Owner's Name:

Owner's Address: SUSAN L. SCHNITTKE
11291 HANDLE RD
STRONGSVILLE, OH 44136

Description of Land as Shown on Property Tax Statement:
PP # 398-13-016
EAST OF HANDLE RD, ½ MILE SOUTH OF ALBION RD

Location of Property:
Street or Road 11291 HANDLE RD
County- CUYAHOGA

TAX DISTRICT(S)	PARCEL NUMBER(S)	# of Acres
STRONGSVILLE	398-13-016	4.9
	Total Number of Acres	4.9

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

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

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

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

	ACRES		
	LAST YEAR	TWO YEARS AGO	THREE YEARS AGO
Cropland			
Permanent Pasture used for animal husbandry	3.5	3.5	3.5
Woodland devoted to commercial timber and nursery stock			
Land Retirement or Conservation Program pursuant to an agreement with a federal agency			
Building areas devoted to agricultural production	1	1	1
Roads, building areas, and all other areas not used for agricultural production	.4	.4	.4
Total Acres	4.9	4.9	4.9

D. Does the land for which the application is being made total 10 acres or more devoted exclusively to agricultural production or devoted to and qualified for payments or other compensation under a land retirement or conservation program under an agreement with an agency of the federal government?

Yes [ ] No [✓]

If NO, complete the following:

1. Attach evidence of the gross income for each of the past 3 years, if the average yearly income from agricultural production was at least twenty-five hundred ($2,500.00) dollars or more, or

2. If the owner anticipates that the land will produce an annual gross income of twenty-five hundred ($2,500.00) dollars or more, evidence must be attached showing the anticipated gross income.

Authorization and Declaration

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

Susan L Schnittke

Signature of Owner

Date: 1/3/19

DO NOT COMPLETE FOR OFFICIAL USE ONLY

CAUV Application No. 70

Action of County Auditor

Application Approved ✓ Rejected *

Date Application Filed with County Auditor 3/15/19

Date Filed (if required) with Clerk of Municipal Corporation

County Auditor's Signature [signature] Date 3/21/19

Date Decision Mailed to Applicant 3/21/2019 Certified Mail No. 7018 1130 0001 6791 1909

****

Action of Legislative Body of Municipal Corporation

Application Approved ____ Approved with Modifications ____ * Rejected ____ *

Date Application Filed with Clerk 04/03/19

Date of Public Hearing ____

Date of Legislative Action ____

Clerk's Signature ____ Date ____

Date Decision Mailed to Applicant ____ Certified Mail No.

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

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2019 – 073

By: Mayor Perciak and All Members of Council

A RESOLUTION APPROVING THE APPLICATION OF MERYL HOSSFELD AND CYNTHIA HOSSFELD TO PLACE LAND IN AN AGRICULTURAL DISTRICT.

WHEREAS, Meryl Hossfeld and Cynthia Hossfeld (the "applicants") have filed a renewal application with the Clerk of Council to place Permanent Parcel No. 396-02-001, located at 11698 Handle Road in the City of Strongsville ("applicants' land"), which the applicants have owned for many years, into an agricultural district; and

WHEREAS, through passage of Resolution No. 2014-056, this Council previously approved a prior similar application for the same property; and

WHEREAS, on March 19, 2019, the Cuyahoga County Fiscal Office notified the City that it has approved the application; and

WHEREAS, this Council held a public hearing on April 15, 2019 within the time prescribed by law, to hear the applicants and any public comments in support of and/or against the granting of the application.

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

Section 1. That this Council finds and determines that the application attached hereto as Exhibit A to place applicants' land comprising some 21.71 acres in an agricultural district is in compliance with law and is hereby approved.

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

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

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

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

_____
President of Council

Date Passed:_____

	Yea	Nay
Carbone	_____	_____
DeMio	_____	_____
Kosek	_____	_____
Patten	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

Approved:_____
Mayor

Date Approved:_____

Attest:_____
Clerk of Council

RES
~~ORD~~. No. 2019-073 Amended:_____
1st Rdg._____ Ref:_____
2nd Rdg._____ Ref:_____
3rd Rdg._____ Ref:_____

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

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

ACCEPTANCE OF APPLICATION FOR PLACEMENT OF FARMLAND IN AGRICULTURAL DISTRICT

(O.R.C. SECTION 929.02)

Hossfeld, Meryl and Cynthia
11698 Handle Rd
Strongsville, Oh 44136

Monday, March 18, 2019

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

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

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

The affected permanent parcel numbers and addresses are:

PARCEL NUMBER	ADDRESS
396-02-001	11698 HANDLE RD

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

Cordially,

Lori Koran

Lori Koran
Certified General Real Estate Appraiser
CAUV Specialist

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

Dan Harbaugh, Dir. of Appraisal

EXHIBIT A

APPLICATION FOR PLACEMENT OF FARMLAND IN AN AGRICULTURAL DISTRICT

(O.R.C. Section 929.02)

(See page 4 for General Information regarding this Application)

New Application [ ]
Renewal Application [✓]

INSTRUCTIONS FOR COMPLETING APPLICATION

Print or type all entries.

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

A.

Owner's Name:
MERYL AND CYNTHIA HOSSFELD

Owner's Address:
11698 HANDLE ROAD
STRONGSVILLE, OHIO 44136

Description of Land as Shown on Property Tax Statement:
34 NEP

Location of Property:
Street or Road 11698 HANDLE ROAD STRONGSVILLE, OHIO 44136
County CUYAHOGA COUNTY

TAX DISTRICT(S)	PARCEL NUMBER(S)	# of Acres
STRONGSVILLE	396-02-001	21.71
	Total Number of Acres	21.71

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

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

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

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

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

D. Does the land for which the application is being made total 10 acres or more devoted exclusively to agricultural production or devoted to and qualified for payments or other compensation under a land retirement or conservation program under an agreement with an agency of the federal government?

Yes [✓] No [ ]

If NO, complete the following:

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

Authorization and Declaration

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

Cynthia E. Hossfeld 2/3/2019

Mary J Hossfeld Date: 2/3/2019

Signature of Owner

DO NOT COMPLETE FOR OFFICIAL USE ONLY

CAUV Application No. 39

Action of County Auditor

Application Approved ✓ Rejected _____ *

Date Application Filed with County Auditor 2/20/2019

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

County Auditor's Signature [signature] Date 3/18/2019

Date Decision Mailed to Applicant 3/18/2019 Certified Mail No. 7018 2290 0000 8742 6598

****

Action of Legislative Body of Municipal Corporation

Application Approved _____ Approved with Modifications _____ * Rejected _____ *

Date Application Filed with Clerk March 19, 2019

Date of Public Hearing _____

Date of Legislative Action _____

Clerk's Signature _____ Date _____

Date Decision Mailed to Applicant _____ Certified Mail No. _____

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

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2019 – 074

By: Mayor Perciak and All Members of Council

A RESOLUTION IN SUPPORT OF NATIONAL CHILD ABUSE PREVENTION MONTH DURING APRIL, 2019.

WHEREAS, child abuse and neglect are significant public health problems in the United States. According to safety statistics from the Center for Disease Control:

- In 2017, an estimated 1,720 children died from abuse and neglect.
- About 674,000 children were identified as victims of child abuse or neglect by child protective service agencies in 2017.
- An estimated one in four children have experienced abuse or neglect at some point in their lives; and

WHEREAS, children's lives are shaped by their experiences, including what happens in their environment and the types of relationships they have with parents, teachers, and other caregivers. Children who experience abuse, neglect, and other adverse childhood experiences are also at increased risk for negative health consequences and certain chronic diseases as adults; and

WHEREAS, safe, stable and nurturing relationships and communities can break the cycle of abuse and maltreatment; and

WHEREAS, annually, the month of April is designated as National Child Abuse Prevention Month.

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, through the Mayor and this Council, recognizes the importance of National Child Abuse Prevention during the month of April; and encourage the residents of the City of Strongsville to support efforts to raise awareness of this issue in order to protect children, and prevent child abuse and neglect.

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 actions 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

Date Passed:_____

	Yea	Nay
Carbone	_____	_____
DeMio	_____	_____
Kosek	_____	_____
Patten	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

Approved:_____
Mayor

Date Approved:_____

Attest:_____
Clerk of Council

RES
~~ORD~~. No. 2019-074 Amended:_____
1st Rdg._____ Ref:_____
2nd Rdg._____ Ref:_____
3rd Rdg._____ Ref:_____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2019 – 075

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A NON-EXCLUSIVE RENTAL/OCCUPANCY AGREEMENT WITH THE GREAT LAKES BASEBALL LEAGUE ON A LIMITED BASIS FOR 2019, 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 Great Lakes Baseball League (GLBL) organizes baseball tournaments for boys in the State of Ohio; and

WHEREAS, GLBL again desires to occupy and use the City baseball fields to stage and conduct the "27th Annual Strongsville Memorial Day Weekend Tournament" baseball tournament from May 23, 2019 through May 27, 2019, 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 2019 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 Great Lakes Baseball League for 2019, and upon the other terms and conditions set forth in the Rental/Occupancy Agreement, attached hereto and designated Exhibit A, 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.

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 an 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.

_____
President of Council

Approved:_____
Mayor

Date Passed:_____

Date Approved:_____

	Yea	Nay
Carbone	_____	_____
DeMio	_____	_____
Kosek	_____	_____
Patten	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

Attest:_____
Clerk of Council

ORD. No. 2019-075 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 8th day of April, 2019, 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 **GREAT LAKES BASEBALL LEAGUE,** and located at 7575 Tyler Boulevard, Suite C-18, Mentor, Ohio 44060 (hereinafter called "GLBL" or "Tenant").

W I T N E S S E T H:

WHEREAS, the Great Lakes Baseball League organizes baseball tournaments for boys in the State of Ohio; and

WHEREAS, GLBL again desires to occupy and use the City baseball fields to stage and conduct the "27th Annual Strongsville Memorial Day Weekend Tournament" baseball tournament from May 23, 2019 through May 27, 2019, 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 May 23, 2019 and end at midnight May 27, 2019.

2.2 Termination

Tenant hereby acknowledges that the City may, at any time, and without cause, terminate this Agreement upon fourteen (14) 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 – One Hundred Thirty-Five Dollars ($135.00) 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 Eight Hundred Seventy-Five Dollars ($875.00) 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. Bogre, Director
of Recreation & Senior Services
(With a copy to the Law Director)

All notices to the Tenant shall be sent to:

Harry Oschip
7575 Tyler Boulevard, Suite C-18
Mentor, Ohio 44060

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

15. PARTIES BOUND AND BENEFITED

This Agreement shall bind and benefit the parties hereto, their successors and permitted assigns. The words "City" and "Tenant" in this Agreement shall be construed to include the

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

16. RELATIONSHIP OF THE PARTIES

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

17. ONLY AGREEMENT

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

18. CAPTIONS

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

19. GOVERNING LAW

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

20. COUNTERPARTS

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

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

Witnesses:

_____

_____

CITY OF STRONGSVILLE

By:_____
Thomas P. Perciak
Its: Mayor

Date:_____

Approved for form:

By:_____
Law Director

GREAT LAKES BASEBALL LEAGUE

By: _____
Harry Oschip
Its: Director
Date: 4/8/19

STATE OF OHIO)
) ss
COUNTY OF CUYAHOGA)

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Strongsville, Ohio, this 8 day of _____, 2019.

_____
Notary Public

STATE OF OHIO)
) ss
COUNTY OF Lake)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named **GREAT LAKES BASEBALL LEAGUE,** by **Harry Oschip,** its Director, who acknowledged that he did sign the foregoing instrument and that the same is his free and voluntary act and deed, and the free and voluntary act and deed of said organization.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Mentor, Ohio, this 8 day of April, 2019.

_____
Notary Public

SHANA HINDLEY
Notary Public, State of Ohio
My Comm. Expires 2-24-2020
Recorded in Cuyahoga County

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

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/02/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER			
Chappell Insurance Agency 25807-A Cox Rd Petersburg, VA 23803	CONTACT NAME: richard@chappellinsurance.com		
	PHONE (A/C, No. Ext): 1-800-447-6797	FAX (A/C, No): 804-733-2968	
	E-MAIL ADDRESS: support@chappellinsurance.com		

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Nations Baseball Tournament Association, LLC 10801 Hammerly Blvd. Suite 210 Houston, TX 77043	INSURER A: Nationwide Mutual Insurance Company	23787
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: Nations-AI-41 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X Abuse Molestation - $1 million/$2 million X PLL - $2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PROJECT [ ] LOC OTHER:	X		RPG303000-00	01/01/2019 12:01 AM	01/01/2020 12:01 AM	EACH OCCURRENCE	2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	300,000
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	2,000,000
							GENERAL AGGREGATE	5,000,000
							PRODUCTS-COMP/OP AGG	2,000,000
							PARTICIPANT LEGAL LIABILITY	2,000,000
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION						EACH OCCURRENCE AGGREGATE	
	PARTICIPANT ACCIDENT				12:01 AM	12:01 AM	EXCESS MEDICAL DEDUCTIBLE	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The certificate holder is an additional insured but only with respect to the operations of the named insured. Nations Baseball Tournament Association, LLC and its director(s) is a named insured on this policy. Sexual abuse molestation coverage - $1,000,000 per occurence and $2,000,000 aggregate.

Coverage Effective From 12:00 AM on 04/02/2019 TO 01/01/2020

CERTIFICATE HOLDER	CANCELLATION
City of Strongsville 16099 Foltz Parkway Strongsville, OH 44149 Certificate Number: Nations-AI-41	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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