

City of Strongsville

16099 Foltz Parkway
Strongsville, Ohio 44149-5598
Phone: 440-580-3110
www.strongsville.org

January 11, 2024

City Council

James A. Kaminski
Ward 1

Annmarie P. Roff
Ward 2

Thomas M. Clark
Ward 3

Gordon C. Short
Ward 4

Joseph C. DeMio
At-Large

James E. Carbone
At-Large

Kelly A. Kosek
At-Large

Aimee Pientka, MMC
Clerk of Council

MEETING NOTICE

City Council has scheduled the following meetings for **Tuesday, January 16, 2024**, 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 6:45 p.m. All committees listed will meet immediately following the previous committee:

6:45 P.M. **Planning, Zoning & Engineering Committee** will meet to discuss Ordinance Nos. 2023-159 and 2024-006.

Public Safety & Health Committee will meet to discuss Ordinance Nos. 2024-007, 2024-008 and 2024-009.

Public Service & Conservation Committee will meet to discuss Ordinance No. 2024-010.

Committee of the Whole will meet to discuss Ordinance No. 2024-005.

7:00 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

TUESDAY, JANUARY 16, 2024 AT 7:00 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:
 - *Regular Council Meeting – January 2, 2024*
 - *Committee of the Whole Meeting – January 8, 2024*
 - *Special Council Meeting – January 9, 2024*
6. APPOINTMENTS, CONFIRMATIONS, AWARDS AND RECOGNITION:
 - *Ceremonial Oath of Office administered to Brian M. Spring as At-Large Councilman to fill the unexpired vacancy effective January 09, 2024 and expiring December 31, 2025.*
 - *Ceremonial Oath of Office administered to newly-appointed Police Lieutenant, Shamus Kelley.*
 - *Ceremonial Oath of Office administered to newly-appointed Police Sergeant, Jonathan Hayes.*
 - *Ceremonial Oath of Office administered to newly-appointed Patrolman, Parker Deuley.*
 - *Ceremonial Oath of Office administered to newly-appointed Patrolman, Derek Smith.*
7. PUBLIC HEARING:
 - Ordinance No. 2023-159 by Mayor Perciak and All Members of Council. AN ORDINANCE AMENDING SECTIONS 1252.15 AND 1252.16 OF TITLE SIX OF PART TWELVE-PLANNING AND ZONING CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE CONCERNING ACCESSORY BUILDINGS AND PROJECTIONS INTO YARDS IN RESIDENTIAL DISTRICTS. *First reading and referred to the Planning Commission 11-20-23. Favorable recommendation by the Planning Commission 11-30-23. Second reading 12-04-23. Public Hearing 01-16-24.*
8. REPORTS OF COUNCIL COMMITTEE:
 - SCHOOL BOARD – Clark
 - BUILDING & UTILITIES – Clark
 - SOUTHWEST GENERAL HEALTH SYSTEM – Short
 - ECONOMIC DEVELOPMENT – Short
 - PUBLIC SERVICE AND CONSERVATION –
 - FINANCE – Kosek

- PLANNING, ZONING AND ENGINEERING – Kaminski
 - PUBLIC SAFETY AND HEALTH – Kaminski
 - RECREATION AND COMMUNITY SERVICES – Roff
 - COMMUNICATIONS AND TECHNOLOGY – Carbone
 - COMMITTEE-OF-THE-WHOLE – Carbone
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. 2023-159 by Mayor Perciak and All Members of Council. AN ORDINANCE AMENDING SECTIONS 1252.15 AND 1252.16 OF TITLE SIX OF PART TWELVE-PLANNING AND ZONING CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE CONCERNING ACCESSORY BUILDINGS AND PROJECTIONS INTO YARDS IN RESIDENTIAL DISTRICTS. *First reading and referred to the Planning Commission 11-20-23. Favorable recommendation by the Planning Commission 11-30-23. Second reading 12-04-23. Public Hearing 01-16-24.*
 - Ordinance No. 2024-005 by Mayor Perciak and All Members of Council. AN ORDINANCE ENACTING A NEW CHAPTER 841 "RECREATIONAL MARIJUANA" OF TITLE TWO OF PART EIGHT-BUSINESS REGULATION AND TAXATION CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE CONCERNING THE SALE OF RECREATIONAL MARIJUANA, AND DECLARING AN EMERGENCY. *First reading and referred to the Planning Commission 01-02-24. Favorable recommendation by the Planning Commission 01-11-24.*
 - Ordinance No. 2024-006 by Mayor Perciak and All Members of Council. AN ORDINANCE AMENDING SECTIONS 1242.07, 1258.04, 1258.11(a), 1258.12 AND 1270.05 OF TITLE SIX OF PART TWELVE OF THE PLANNING AND ZONING CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE, CONCERNING PERMITTED USES AND REGULATIONS REGARDING SHOPPING CENTER DISTRICTS, AND DECLARING AN EMERGENCY.
 - Ordinance No. 2024-007 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A THIRD AMENDMENT TO THE AGREEMENT FOR PUBLIC SAFETY DISPATCH SERVICES BETWEEN THE CITY OF STRONGSVILLE AND THE CITY OF MIDDLEBURG HEIGHTS, IN CONNECTION WITH AN ADJUSTMENT OF FEES COMMENCING JANUARY 1, 2024, AND DECLARING AN EMERGENCY.

- Ordinance No. 2024-008 by Mayor Perciak and All Member of Council. AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO ENTER INTO A MASTER SERVICES AGREEMENT WITH FLOCK GROUP, INC. FOR THE PURCHASE OF LICENSE PLATE RECOGNITION CAMERA HARDWARE AND SOFTWARE PRODUCTS FOR USE BY THE CITY OF STRONGSVILLE POLICE DEPARTMENT, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.
 - Ordinance No. 2024-009 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE PURCHASE OF TWO (2) NEW DRONES WITH RELATED APPURTENANCES FOR USE BY THE CITY OF STRONGSVILLE POLICE DEPARTMENT, AND FOR TRADE-IN OF TWO (2) EXISTING OBSOLETE DRONES, TO HAVE THE CREDIT APPLIED TO THE PURCHASE PRICE, AND DECLARING AN EMERGENCY.
 - Ordinance No. 2024-010 by Mayor Perciak and All Members of Council. AN ORDINANCE APPROVING AND AUTHORIZING THE FILING OF AN APPLICATION FOR FINANCIAL ASSISTANCE WITH THE CUYAHOGA COUNTY SOLID WASTE DISTRICT UNDER THE 2024 COMMUNITY RECYCLING AWARENESS GRANT PROGRAM; AUTHORIZING ACCEPTANCE OF FUNDS, AND DECLARING AN EMERGENCY.
12. COMMUNICATIONS, PETITIONS AND CLAIMS:
13. MISCELLANEOUS BUSINESS:
14. ADJOURNMENT:

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2023 – 159

By: Mayor Perciak and All Members of Council

AN ORDINANCE AMENDING SECTIONS 1252.15 AND 1252.16 OF TITLE SIX OF PART TWELVE-PLANNING AND ZONING CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE CONCERNING ACCESSORY BUILDINGS AND PROJECTIONS INTO YARDS IN RESIDENTIAL DISTRICTS.

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

Section 1. That Section 1252.15 of Title Six of Part Twelve-Planning and Zoning Code of the Codified Ordinances of the City of Strongsville be and is hereby amended to read in its entirety as follows:

CHAPTER 1252
Residential Districts

* * *

1252.15 YARDS FOR ACCESSORY BUILDINGS AND USES.

Any accessory use permitted in a residential district may either occupy a part of the main building, occupy a separate accessory building, occupy an unenclosed structure, or constitute an accessory land use. **“Unenclosed structure” for purposes of this Section, means a structure, with or without a permanent roof, that is open on at least three (3) sides with no walls, windows, or other enclosure of any type except insect screens. Unenclosed structures does not include decks with no roofs, which are governed by Section 1252.16(e) for allowable deck zoning requirements.** Separate accessory buildings, other than a private garage, and unenclosed structures that are capable of being occupied, shall comply with the following schedule:

Land Area of Accessory Building Lot (Sq. Ft.)	Accessory Building and Unenclosed Structure Size/Location		
	Maximum Permitted Accessory Building (Sq. Ft.)	Maximum Permitted Unenclosed Structure (Sq. Ft.)	Minimum Setback From Rear/Side Lot in Feet
Less than 34,000	492 200	200 400	5
Between 34,000 and less than 43,560	323 400	320 400	5
Between 43,560 and less than 87,120	400 500	400 500	5
Between 87,120 and less than 130,680	480 600	400 500	5
Between 130,680 and less than 174,240	576 700	600 800	10
Between 174,240 and less than 217,800	720 800	600 800	10
Between 217,800 and less than 261,360	800 900	800	10
Between 261,360 and less than 304,920	862 1,000	800	10

Between 304,920 and less than 348,480	9151,100	1200	15
Between 348,480 and less than 392,040	4,0451,200	1200	15
Between 392,040 and less than 435,600	4,1761,300	1200	15
Equal to or greater than 435,600	4,3071,400	1200	15

- (a) Accessory Building Location in ER, R1-125, R1-100 and R1-75 Districts. Any accessory building or detached private garage shall not be located within twenty (20) feet of the main building and shall not be located within twenty (20) feet of any dwelling on an adjacent residential lot, provided, however, that unenclosed accessory structures, such as gazebos, pergolas and trellises, may be located within twenty (20) feet of the dwelling to which they are accessory. Any accessory building or detached private garage shall not project into a front or into a side yard. An accessory building or private garage may, however, be located in a rear yard but no closer to the rear or side lot line as set forth in the Schedule in 1252.15.

On corner lots, an accessory building shall be set back from the side street line not less than the required setback for the adjacent main building of the butt lot plus an additional five feet.

Accessory buildings shall not be permitted in OF-C and RT-C Districts as an accessory use to a cluster or townhouse dwelling in a cluster development.

~~(Ord. 2022-122. Passed 11-7-22.)~~

- (b) Any accessory building designed or intended for the use of a motor vehicle or boat, or an accessory building with a door or doors that equal or exceed six (6) feet in height and seven (7) feet in width shall be considered an accessory building designed for vehicle storage and shall be provided with a driveway. A driveway or a motor vehicle use area to an accessory building designed for vehicle storage shall be hard surfaced as set out in Chapter 1436 of the Codified Ordinances or be surfaced with a permeable porous paver system (Filterpack, Geoblock or equal) in a manner approved by the Building Commissioner.
- (c) Distances from Accessory Uses to Buildings and Streets in RMF-1 Districts. The minimum distances from any accessory uses such as storage garages, parking areas, driveways, walks and recreation areas to certain walls of main buildings, streets and boundaries of the development area shall be not less than set forth in the schedule that follows:

MINIMUM DISTANCES FOR ACCESSORY USES IN RMF-1 DISTRICTS						
Accessory Building or Use	To Walls of Main Buildings		To Streets		To Side and Rear Lot Lines Adjacent To	
	Main (ft.)	End (ft.)	Public (ft.)	Project (ft.)	R1 & R2 District (ft.)	RMF District (ft.)
Storage garage	30(a)	15(a)	(b)	(8)	5	5
Parking area & Driveway (c)	30	10	20(b)	5(d)	10	5
Project walk	10(e)	5	(f)	(f)	5	3

Areas for active recreation	30	15	(g)	10	40	15
(a) Garage may be in basement ground floor or not less than set forth in this schedule.						
(b) Storage garage not permitted in required front yard.						
(c) If the driveway is designed as a part of the building entrance, it may be less than set forth in this schedule for that section near the entrance.						
(d) Parking area only.						
(e) A project walk may be less than ten feet, but not less than five feet, from a main wall if All the windows have sills at least eight feet above the finish grade.						
(f) Not applicable.						
(g) Recreation areas not permitted in required front yard.						
(Ord. 2012-085. Passed 9-17-12.)						

Section 2. That Section 1252.16 of Title Six of Part Twelve-Planning and Zoning Code of the Codified Ordinances of the City of Strongsville be and is hereby amended to read in its entirety as follows:

1252.16 PROJECTIONS INTO YARDS.

A projection is that part or feature of a building which extends or projects outside of the main building walls. It is intended that certain features may project into required yards but they shall be regulated so as not to substantially interfere with the reception of sun, light, air and the use of adjacent lots. Building features may project into a front, side or rear yard of a dwelling as follows:

- (a) Architectural Features. A belt course, balcony, cornice, gutter or chimney may project into a front and side yard for a distance of two feet provided no part is less than three feet from any side lot line.
- (b) Entrance Features. Ground level open platforms, landings, or terraces not exceeding 120 square feet in area may extend up to ten feet into the required front yard. Steps or other features not extending above the first floor level of a building may extend up to six feet into a required front yard and three feet into a required side yard provided that no part is less than three feet from any lot line.
- (c) Enclosed Shelters. An enclosed entry, enclosed porch or enclosed deck may be constructed as part of the dwelling, but shall not project into any required yard area.
- (d) Unenclosed Shelters. An entrance hood or open but roofed porch may project up to six feet into a required front yard or required rear yard and three feet into a required side yard.
- (e) Unenclosed Patio or Deck.
 - (1) On a lot with a one-family dwelling or two-family dwelling, an unenclosed patio or deck may project into a required rear yard provided such deck or patio is set back not less than five (5) feet from any side or rear lot line, and does not encroach into any easement.
 - (2) On a lot with a one-family cluster or a townhouse dwelling, an unenclosed patio or deck may project into a required rear yard provided such deck or patio is set back not less than ten (10) feet from the rear lot line, and does not encroach into an easement, and thirty-five (35) feet from any adjoining side or rear lot line of

any single family dwelling lot and does not encroach into any easement; except that, if the Planning Commission has approved the location and arrangement of unenclosed patios or decks for the cluster or townhouse area in conjunction with the approval of the detailed site plan of such area, then such approval shall govern.

- (f) Maximum Impervious Area. **Regardless of any other provisions in Sections 1252.15 and 1252.16, the aggregate area of decks, shelters, patios, sheds, gazebos, or any other accessory building or use, and other features with impervious surfaces shall not cover more than fifty percent (50%) of any designated rear yard area.**

~~(Ord. 2022-122. Passed 11-7-22.)~~

Section 3. That in case of conflict between any provision of this Ordinance and any other ordinance or resolution, or part thereof, the provisions of this Ordinance shall prevail and apply, unless a conflicting provision is deemed to be more restrictive.

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

First reading: November 20, 2023

Second reading: December 4, 2023

Third reading: _____

Public Hearing: January 14, 2024

Referred to Planning Commission

November 21, 2023

Favorable recommendation
Approved: by Planning Commission
November 30, 2023

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

Yea

Nay

Attest: _____
Clerk of Council

Carbone	_____	_____
Clark	_____	_____
DeMio	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____

Ord. No. <u>2023-159</u>	Amended: _____
1 st Rdg. <u>11-20-23</u>	Ref: <u>PC/P2E</u>
2 nd Rdg. <u>12-4-23</u>	Ref: <u>P2E</u>
3 rd Rdg. _____	Ref: _____

Public Hrg. _____	Ref: _____
Adopted: _____	Defeated: _____

CITY OF STRONGSVILLE
OFFICE OF THE COUNCIL

MEMORANDUM

TO: Mitzi Anderson, Administrator to Boards & Commissions
FROM: Marialena Beach, Council Secretary
DATE: November 21, 2023
SUBJECT: Referral from Council: Ordinance No. 2023-159

At its regular meeting of November 20, 2023, City Council referred the following Ordinance to the Planning Commission for its report and recommendation thereon:

- Ordinance No. 2023-159 by Mayor Perciak and All Members of Council. AN ORDINANCE AMENDING SECTIONS 1252.15 AND 1252.16 OF TITLE SIX OF PART TWELVE-PLANNING AND ZONING CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE CONCERNING ACCESSORY BUILDINGS AND PROJECTIONS INTO YARDS IN RESIDENTIAL DISTRICTS.

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

MB
Attachments

MEMO

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

FROM: Mitzi Anderson, Administrator, Boards & Commissions

SUBJECT: Referrals to Council

DATE: December 1, 2023

Please be advised that at its meeting of November 30, 2023, the Strongsville Planning Commission gave Favorable Recommendation to the following;

ORDINANCE NO. 2023-159:

An Ordinance Amending Sections 1252.15 and 1252.16 of Title Six of Part Twelve-Planning and Zoning Code of the Codified Ordinances of the City of Strongsville Concerning Accessory Buildings and Projections into Yards in Residential Districts

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 005

By: Mayor Perciak and All Members of Council

**AN ORDINANCE ENACTING A NEW CHAPTER 841
“RECREATIONAL MARIJUANA” OF TITLE TWO OF PART EIGHT-
BUSINESS REGULATION AND TAXATION CODE OF THE
CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE
CONCERNING THE SALE OF RECREATIONAL MARIJUANA, AND
DECLARING AN EMERGENCY.**

WHEREAS, on November 7, 2023, electors in the State of Ohio General Election approved an issue known as Issue 2, an initiative petition to create a new Chapter 3780 of the Ohio Revised Code regarding adult use cannabis control to authorize and regulate the cultivation, processing, sale, purchase, possession, home grow, and adult use cannabis by adults at least twenty-one years of age; and

WHEREAS, on December 7, 2023, Chapter 3780 of the Ohio Revised Code went into effect; and

WHEREAS, Section 3780.25 of the Ohio Revised Code reads in pertinent part as follows:

- (A) The legislative authority of a municipal corporation may adopt an ordinance, or board of township trustees may adopt a resolution, by majority vote to prohibit, or limit the number of adult use cannabis operators permitted under this chapter within the municipal corporation or within the unincorporated territory of the township, respectively; and

WHEREAS, in addition to Chapter 3780.25, Art. XVIII, §3 of the Ohio Constitution (“Home Rule amendment”), provides that “. . . municipalities shall have authority to exercise all powers of local self-government and to adopt and enforce within their limits such local police, sanitary and other similar regulations, as are not in conflict with general laws.”; and

WHEREAS, the City Council of the City of Strongsville further determines that the sale of adult use cannabis within the City of Strongsville does not promote and provide for the public peace, health, safety, convenience, comfort, prosperity and general welfare of its residents and pursuant to the authority granted by Art. XVIII, §3 of the Ohio Constitution and Section 3780.25 of the Ohio Revised Code, the City Council does wish to prohibit “adult use cannabis operators” within the City of Strongsville; and

WHEREAS, this Council finds it necessary to adopt a new Chapter 841 entitled “Recreational Marijuana” of the Codified Ordinances of the City of Strongsville to maintain the public peace, health and safety.

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 enacts a new Chapter 841 Recreational Marijuana, of Title Two of Part Eight-Business Regulation and Taxation Code of the Codified Ordinances of the City of Strongsville, to read in its entirety as follows:

CHAPTER 841
Recreational Marijuana

841.01 Definitions.

841.02 Prohibitions.

841.99 Penalty.

841.01 DEFINITIONS.

As may be used in this Chapter, the following definitions set forth in Section 3780.01 of Chapter 3780 of the current Revised Code are applicable and restated herein:

(a) “Adult use cannabis” or “cannabis” or “marijuana” means marihuana as defined in Section 3719.01 of the Revised Code.

(b) “Adult use cannabis operator” means a level I adult use cultivator, a level II adult use cultivator, a level III adult use cultivator, an adult use processor, and an adult use dispensary.

(c) “Adult use cultivator” means a level I adult use cultivator or a level II adult use cultivator.

(d) “Adult use dispensary” means a person licensed pursuant to Section 3780.15 of the Revised Code, Chapter 3780 of the Revised Code and any rules promulgated thereunder to sell adult use cannabis as authorized.

(e) “Adult use processor” means a person licensed pursuant to Section 3780.14 of the Revised Code, Chapter 3780 of the Revised Code and any rules promulgated thereunder to manufacture adult use cannabis as authorized.

(f) “Cultivation area” means the boundaries of the enclosed areas in which adult use cannabis is cultivated during the vegetative stage and flowering stage of the cultivation process. For purposes of calculating the cultivation area square footage, enclosed areas used solely for the storage and maintenance of mother plants, clones, or seedlings shall not be included.

(g) “Cultivation facility” means a facility where an adult use cultivator or a level III adult use cultivator is authorized to operate.

(h) “Dispensary” means a person who has a certificate of operation to operate a dispensary under Chapter 3796 of the Revised Code and Chapter 3796 of the Administrative Code.

(i) “Level I adult use cultivator” means either a person who has a certificate of operation as a level I cultivator and who is licensed pursuant to Section 3780.12 of the Revised Code, Chapter 3780 of the Revised Code and any rules promulgated thereunder to cultivate adult use cannabis as authorized, or a person who is licensed as a level I adult use cultivator pursuant to Section 3780.12 of the Revised Code, Chapter 3780 of the Revised Code and any rules promulgated thereunder to cultivate adult use cannabis as authorized.

(j) “Level II adult use cultivator” means either a person who has a certificate of operation as a level II cultivator and who is licensed pursuant to Section 3780.12 of the Revised Code, Chapter 3780 of the Revised Code and any rules promulgated thereunder to cultivate adult use cannabis as authorized, or a person who is licensed as a level II adult use cultivator pursuant to Section 3780.12 of the Revised Code, Chapter 3780 of the Revised Code and any rules promulgated thereunder to cultivate adult use cannabis as authorized.

(k) "Level III adult use cultivator" means a person licensed pursuant to Section 3780.13 of the Revised Code, Chapter 3780 of the Revised Code and any rules promulgated thereunder to cultivate adult use cannabis as authorized.

(l) "Level I cultivator" means a person who has a certificate of operation to operate as a level I cultivator under Chapter 3796 of the Revised Code and Chapter 3796 of the Administrative Code.

(m) "Level II cultivator" means a person who has a certificate of operation to operate as a level II cultivator under Chapter 3796 of the Revised Code and Chapter 3796 of the Administrative Code.

(n) "License" means a license by the division of cannabis control to a license applicant pursuant to Chapter 3780 of the Revised Code and the rules adopted thereunder.

(o) "License applicant" means an individual or person who applies for a license under Chapter 3780 of the Revised Code.

(p) "License holder" or "Licensee" means an adult use cannabis operator, adult use testing laboratory or an individual who is licensed under the provisions of Chapter 3780 of the Revised Code.

(q) "Manufacture" means the process of converting harvested plant material into adult use extract by physical or chemical means for use as an ingredient in an adult use cannabis product.

(r) "Person" includes, but is not limited to, an individual or a combination of individuals; a sole proprietorship, a firm, a company, a joint venture, a partnership of any type, a joint-stock company, a corporation of any type, a corporate subsidiary of any type, a limited liability company, a business trust, or any other business entity or organization; an assignee; a receiver; a trustee in bankruptcy; an unincorporated association, club, society, or other unincorporated entity or organization; entities that are disregarded for federal income tax purposes; and any other nongovernmental, artificial, legal entity that is capable of engaging in business.

(s) "Processor" means a person who has been issued a processing certificate of operation pursuant to Chapter 3796 of the Revised Code and Chapter 3796 of the Administrative Code.

841.02 PROHIBITIONS.

(a) No person or entity shall operate within the City of Strongsville as an Adult Use Cannabis Operator.

(b) No person or entity owning, renting, leasing, or having any interest whatsoever in real property located within the City of Strongsville shall operate, authorize or permit any person or entity to operate within the City of Strongsville as an Adult Use Cannabis Operator.

(c) No person or entity shall enter upon or occupy any public property, street, or right-of-way within the City of Strongsville to operate as an Adult Use Cannabis Operator within the City of Strongsville.

841.99 PENALTY.

(a) Whoever violates Section 841.02(a) and/or Section 841.02(b) is guilty of a misdemeanor of the first degree. Each violation shall be deemed to be a separate offense.

(b) Whoever violates Section 841.02(c) is guilty of a misdemeanor of the first degree. Each violation shall be deemed to be a separate offense.

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

Section 3. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to address the issues associated with the regulation of recreational marijuana due to the passage of State Issue 2. 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: January 2, 2024
Second reading: _____
Third reading: _____
Public Hearing: _____

Referred to Planning Commission
January 3, 2024
Approved: _____

President of Council
Date Passed: _____

Approved: _____
Mayor
Date Approved: _____

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Clark	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____
Vacancy	_____	_____

Attest: _____
Clerk of Council

Ord. No. 2024-005 Amended: _____
1st Rdg. 01-02-24 Ref: PC/PZE
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

Public Hrg. _____ Ref: _____
Adopted: _____ Defeated: _____

CITY OF STRONGSVILLE
OFFICE OF THE COUNCIL

MEMORANDUM

TO: Mitzi Anderson, Administrator to Boards & Commissions

FROM: Aimee Pientka, Clerk of Council

DATE: January 3, 2024

SUBJECT: Referral from Council: Ordinance No. 2024-005

At its regular meeting of January 2, 2024, City Council referred the following Ordinance to the Planning Commission for its report and recommendation thereon:

- Ordinance No. 2024-005 by Mayor Perciak and All Members of Council. AN ORDINANCE ENACTING A NEW CHAPTER 841 "RECREATIONAL MARIJUANA" OF TITLE TWO OF PART EIGHT-BUSINESS REGULATION AND TAXATION CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE CONCERNING THE SALE OF RECREATIONAL MARIJUANA, AND DECLARING AN EMERGENCY. *First reading and refer to the Planning Commission 01-02-24.*

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

AKP
Attachments

MEMORANDUM

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

FROM: Mitzi Anderson, Administrator, Boards & Commissions

SUBJECT: Referrals to Council

DATE: January 12, 2024

Please be advised that at its meeting of January 11, 2024, the Strongsville Planning Commission gave Favorable Recommendation to the following;

ORDINANCE NO. 2024-005:

An Ordinance Enacting a New Chapter 841 "Recreational Marijuana" of Title Two of Part Eight-Business Regulation and Taxation Code of the Codified Ordinances of the City of Strongsville Concerning the Sale of Recreational Marijuana, and Declaring an Emergency.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 006

By: Mayor Perciak and All Members of Council

AN ORDINANCE AMENDING SECTIONS 1242.07, 1258.04, 1258.11(a), 1258.12 and 1270.05 OF TITLE SIX OF PART TWELVE OF THE PLANNING AND ZONING CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE, CONCERNING PERMITTED USES AND REGULATIONS REGARDING SHOPPING CENTER DISTRICTS, AND DECLARING AN EMERGENCY.

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

Section 1. That existing Section 1242.07 of Chapter 1242 of Title Six of Part Twelve Planning and Zoning Code of the Codified Ordinances of the City of Strongsville, be and is hereby amended to read in its entirety as follows:

1242.07 CONDITIONAL USE PERMITS.

Conditional use permits shall be required for certain types of main uses as defined in Sections 1250.02 and 1240.08(c)(18)(D) ~~generally publicly operated or a facility which affects the public interest~~. Such use may be permitted and desirable in certain districts but not without consideration in each case of the effect of the use upon neighboring land and the public need for the particular location. The application of the planning standards for determining the location and extent of such use is a planning function and not in the nature of a variance or appeal. Enumerated throughout this Zoning Code are certain uses and the districts in which conditional uses may be permitted, provided the following standards are fulfilled and a conditional use permit is granted by the Planning Commission.

- (a) Application. The application for such permits received from the proponent shall be submitted by the Building Commissioner to the Planning Commission. The Commission shall hold a hearing thereon, notice of which may be published in a newspaper of general circulation, or mailed to the owners of property contiguous to and across the street from the parcel for which a conditional use permit is requested, at least fifteen days before the hearing. The Commission shall take action upon such application within sixty days from the date of receiving such application. Failure to act within such period shall be deemed approval.
- (b) Standards for Evaluating Conditional Use Permits. An application for a conditional use permit shall not be approved unless the following conditions and standards are complied with as set forth for the following districts:
 - (1) Residential Districts.
 - A. The proposed use is properly located in relation to any adopted and pedestrian circulation.
 - B. When located on a local street the proposed use will generate the least possible traffic through a residential neighborhood.
 - C. The proposed use is necessary to serve the surrounding residential areas which cannot be served satisfactorily if the same use is located in a nearby less restrictive district where it may be permitted by right.

- D. The location, design and operation of such use will not discourage the appropriate development or impair the value of the surrounding Residential District.
- E. For temporary structures every conditional use permit shall be reviewed every six months and may be renewed only while the construction operations are pursued diligently.

(2) Business, Research, Service and Industrial Districts.

- A. The proposed use is necessary to serve the community needs, and existing similar facilities located in a less restrictive or more remote district in which the use may be permitted by right are inadequate.
- B. The proposed use is not closer than appropriate in the particular situation to schools, churches and other places of assembly.
- C. The location, extent and intensity of the proposed use shall be such that its operation will not be objectionable to nearby dwellings by reason of greater noise, smoke, dust, odors, fumes, vibrations or glare than is normal or is permitted by the performance standards of the district.
- D. The proposed use will form a harmonious part of the Business, Research, Service and Industrial District, taking into account, among others, convenience of access to and relationship of the proposed use to other permitted uses in the district;
- E. The proposed use will be permitted in the proposed district rather than one in which it is permitted by right, because the applicant has demonstrated in its application to the Planning Commission that the proposed use is of only such limited nature and extent as is required to serve the needs of the district, or, when determined applicable by the Planning Commission, the needs of the community; and
- F. The hours of operation and concentration of vehicles in connection with proposed use will not be more hazardous or dangerous than the normal traffic of the district.

(3) Game room and amusement arcade standards. In addition to complying with the above general standards, in the use of all or part of a structure for a game room or amusement arcade, the location and arrangement of amusement devices shall comply with the following specific standards:

- A. As a part of the application for a conditional use permit, the applicant shall submit a floor plan, drawn to scale, showing the size, location and arrangement of each mechanical amusement device. For the purposes of this subsection, depth is measured perpendicular to any player or user side of an amusement device, and width is measured perpendicular to any non-player side of the device.
- B. Non-tabletop devices. In addition to the actual floor plan dimensions of the device, an open area of five feet in depth shall be provided on any player side and an open area of three feet in width shall be provided on any non-player side, except where such non-player side is positioned adjacent to a structural wall.
- C. Tabletop devices.
 - 1. Designed to be played in a seated position: In addition to the actual floor plan dimensions of the device, an open

- area of four feet in depth shall be provided on any player side, and an open area of three feet in width shall be provided on any non-player side, except where such non-player side is positioned adjacent to a structural wall.
2. Designed to be played in a standing position, e.g. billiard tables, air hockey tables, shuffleboard tables, bowling machines: In addition to the actual floor plan dimensions of the device, an open area of six feet in depth shall be provided on any player side of the device, and an open area of four feet in width shall be provided on any non-player side, except where such non-player side is positioned adjacent to a structural wall.
- D. The area and location requirements shall be met exclusive of any aiseways, corridors, passageways, or other circulation patterns necessary or required for applicant's business by the laws of the City or the State. The actual installation shall be in conformity with the plans submitted as the basis for issuance of the conditional use permit.
- ~~(Ord. 2005-210. Passed 2-21-06.)~~
- (4) Brewpub or Microbrewery. For purposes of these regulations, a brewpub or microbrewery shall be defined as an establishment which produces alcoholic beverages, including beers, ales, meads, hard ciders, wines and spirits, **where a substantial portion of said product is sold for consumption off-site**, and which contains restaurant facilities for the on-site consumption of food and beverages. In addition to complying with the **applicable** requirements and standards in Sections 1242.07 ~~(a), (b)(2), and (b)(10)~~, each brewpub or microbrewery shall comply with the following specific standards and conditions:
- A. Each brewpub or microbrewery shall manufacture and sell alcoholic beverages in accordance with the provisions of the Ohio Division of Liquor Control and shall maintain current licenses as required by said agency.
- B. Each brewpub or microbrewery shall include an attached restaurant for on-site consumption of food and beverages which restaurant shall be a minimum of fifteen percent (15%) of the total square footage of the entire facility, including but not limited to the manufacturing, bottling and storage areas.
- C. The maximum size of any brewpub or microbrewery shall not exceed 60,000 square feet.
- D. Each brewpub or microbrewery shall have direct access to an arterial street for delivery of materials and shipping of products, **unless part of a Regional Shopping Center**, with a traffic design to be approved by the Planning Commission.
- E. Brewpubs or microbreweries shall have retail outlets for the sale of alcoholic beverages for off-site consumption **or on-site consumption as part of a restaurant or bar**.
- F. No brewpub or microbrewery shall abut property zoned residential as set out in Section 1252.02 except RMF-1 districts **or as part of a Regional Shopping Center**.
- G. Each brewpub or microbrewery shall be architecturally compatible with the surrounding commercial uses.

- H. The minimum lot area for any brewpub or microbrewery shall be six (6) acres **unless part of a Regional Shopping Center.**
- I. The emission of odorous matter or smells in such quantities as to produce a public nuisance or hazard is not permitted.
- J. The facility shall not generate truck traffic materially different in truck size or frequency from that truck traffic generated by the surrounding commercial uses.

~~(Ord. 2015-114. Passed 7-20-15.)~~

- (5) Sale of Religious Materials. In addition to complying with the requirements and standards in paragraphs (a) and (b)(1) of Section 1242.07, the sale of religious materials as an accessory use to a main use of land for church or other religious facility purposes shall comply with the following standards and requirements:

- A. The accessory use of the sale of religious materials shall be conducted by or under the direction and control of the religious institution or organization occupying the main use on the zoning lot.
- B. The materials offered for sale shall be substantially related to the furtherance and advancement of the worship or other religious purposes of the religious institution or organization occupying the main use on the zoning lot.
- C. Such accessory use shall be conducted within the main building or an accessory building which has been approved by the Planning Commission.
- D. The building area designated for such accessory use shall in no event exceed 2,500 square feet.
- E. The main use and all accessory uses shall meet the off-street parking requirements of Chapter 1270 of the Zoning Code and in particular, where applicable, the mixed use standards as set forth in C.O. Section 1270.06(b) **and (c).**
- F. The main use and all accessory uses shall meet the requirements and standards of Chapter 1256 of the Zoning Code.

~~(Ord. 2010-096. Passed 6-6-11.)~~

- (6) Wireless Telecommunication Facilities. In addition to complying with the standards in paragraphs (B)(1) and (2), the use of land for a wireless telecommunication facility shall comply with the procedures, standards and requirements set forth in C.O. Chapter 1273.

- (7) Crematories. In addition to complying with the requirements and standards in Codified Ordinance Sections 1242.07(b)(2) and b(11), the Planning Commission shall consider the following standards and requirements in determining whether crematories should be permitted and if so, the scope of such crematories and the safeguards required by the Planning Commission. The following terms shall have the meanings as set forth herein:

- A. "Mortuaries" (Funeral Home) means a place for the care, preparation for burial, or disposition of dead human bodies or the conducting of funerals.
- B. "Funeral Director" means a person who engages, in whole or in part, in funeral directing and who is licensed by the State of Ohio (ORC Chapter 4717: Embalmers, Funeral Directors, Crematories).

- C. "Crematory Facility" means the physical location at which a cremation chamber is located and the cremation process takes place. It does not include an infectious waste incineration facility or a solid waste incineration facility.
- D. "Crematory" means the building or portion of a building that houses the holding facility and the cremation chamber
- E. "Cremation" means the technical process of using heat and flame to reduce human remains to bone fragments or ashes or any combination thereof. "Cremation" includes processing and may include the pulverization of bone fragments.
- F. "Cremation Chamber" means the enclosed space within which cremation takes place.
- G. "Cremated Remains" means all human remains recovered after the completion of the cremation process, which may include the residue of any foreign matter such as casket material, dental work, or eyeglasses that were cremated with the human remains.
- H. "Operator of a Crematory Facility" means the sole proprietorship, partnership, corporation, limited liability company, or other business entity responsible for the overall operation of a crematory facility.
- I. "Pulverization" means the reduction of identifiable bone fragments to granulated particles by manual or mechanical means after the completion of the cremation process.
- J. "Board of Embalmers and Funeral Directors" means the Board appointed by the Governor whose duties include the transaction of the business, and management of the affairs of the Board of Embalmers and Funeral Directors and Crematory Review Board; and, the administration and enforcement of ORC Chapter 4717. The Board is also responsible for the licensing of: embalmers; funeral directors; the operation of funeral homes; the operation of embalming; and the licensing and operation of crematory facilities.
 - 1. A crematory facility shall be operated as an Accessory Use at the location of a licensed funeral home and only by a licensed funeral director.
 - 2. A crematory shall be operated for the performance of cremation and pulverization of dead human bodies and human body parts. The cremation of animals shall not be permitted.
 - 3. A crematory facility shall be adequately equipped and maintained in a clean and sanitary manner. The crematory shall contain only the articles, facilities, and instruments necessary for carrying out the business of the crematory. The crematory shall contain a separate area for the performance of cremation and pulverization, including a refrigerated body holding area.
 - 4. The scattering of cremated remains of dead human bodies or body parts at the funeral home site shall not be permitted.
 - 5. All required air quality emission permits including, but not limited to particulate matter and carbon monoxide

- emissions must be obtained and kept in good standing by the funeral home/crematory facility from the Cleveland Division of Air Quality.
6. Crematories must meet all applicable requirements of the Ohio Building Code (OBC).
 7. Emission stacks shall be sensitively located and treated in a manner so as to be compatible with the funeral home's architectural design.
 8. Landscape screening of the funeral home/crematory facility from adjacent properties may be required, where appropriate.
 9. (Funeral Home/Crematory) Building and site landscape improvement plans must be reviewed and approved by the Architectural Review Board.
 10. A crematory shall be designed, constructed and maintained so as not to cause or become a nuisance by way of particulate matter, offensive smells, noise, smoke, or any other reason.
 11. A crematory building shall be set back a minimum distance of 150 feet from any residential lot line.
- (8) Outdoor Dining. In addition to complying with the requirements and standards in Codified Ordinance Sections 1242.07(b)(2) ~~and (b)(9)~~, the Planning Commission shall consider the following standards and requirements in determining whether an outdoor dining area should be permitted and if so, the scope of such outdoor dining area, and the safeguards required by the Planning Commission:
- A. The location of the requested area in relation to residential uses or other uses that may be adversely affected by the outdoor dining area;
 - B. The hours of operation;
 - C. The use of outside speakers for music, announcements, or paging;
 - D. The safety of the outside dining area customers in relation to pedestrian and vehicular traffic;
 - E. The outdoor playing of music, dancing, or use of alcoholic beverages;
 - F. The location of the outdoor eating area in regard to the location of doors and exits in the event of a fire or other calamity;
 - G. The use of fencing, bollards, planters and/or other structures to protect the customers;
 - H. The effect of the outdoor dining area on the required parking spaces or traffic patterns; and
 - I. Compliance with all ADA, building code, and fire code requirements.
- (9) Propane canister sale and/or exchange. In addition to complying with the above standards and as provided in Chapter 1258 (General Business District), Chapter 1258 (Motorist Service District), and Chapter 1262 (General Industrial District), the Planning Commission shall consider the following standards and requirements in determining whether the outdoor sale or exchange of propane canisters shall be permitted, and if so, the scope of such use and the safeguards required by the Planning

Commission:

- A. The location of the outdoor propane sales/exchange area shall be fixed, and shall not adversely impact the safety of customers as related to pedestrian and vehicular circulation.
- B. The outdoor propane area shall not obstruct egress at doors and exits in the event of fire or other calamity.
- C. Fencing, caging, bollards and/or other structures shall be used to protect the storage area.
- D. The design and color of outdoor propane storage areas shall be sensitive to building architecture and the location of the storage area.
- E. The individual canister size shall not exceed twenty (20) pounds in volume, except in areas zoned General Industrial.
- F. The total storage area shall not exceed the volumes set out in the Ohio Fire Code.
- G. Tanks may be exchanged, but not filled at the site except in areas zoned General Industrial.
- H. All tanks being stored must be undamaged, undented, not rusted, and in good condition.
- I. There must be full compliance with all applicable Building Code and Fire Code requirements.
- J. An annual permit must be obtained from the Fire Marshal ~~pursuant to Codified Ordinances Section 1601.16.~~

(10) Pawn Shops, Paraphernalia Stores, Vape Shops, Vaporizer Stores, Tattoo Parlors, Body Piercing Shops, Check Cashing Stores, Pay Day Loan Operations, Hookah Lounges, Smoke Lounges, and Vapor Lounges. In addition to complying with all other requirements of this Zoning Code, these uses shall comply with the following requirements and standards:

- A. No such use shall be established or operated within 500 feet of a school or public park property.
- B. No such use shall be established or operated within 500 feet of an existing use of the same type.
- C. No such use shall be operated or open for business between the hours of 12:00 midnight and 8:00 AM.

(11) Regional Shopping Centers.

A. Hotels

- 1. Parking for hotels shall be provided in conformance with Section 1270.05(c)(2).
- 2. Each hotel may be required to provide underground parking or a parking garage for a portion of the required parking as determined by the Planning Commission.
- 3. Each hotel shall have a minimum of a three (3) star rating as defined by widely recognized travel services such as Trip Advisor.
- 4. The architectural treatment of each hotel building shall be primarily finished masonry and designed to complement and be harmonious with the established architectural character of the Regional Shopping Center as determined by the Architectural Review

Board and Planning Commission.

B. Fitness Centers, Sports Facilities and Exercise Facilities

1. Parking shall be included as part of the parking calculation for the entire center pursuant to Section 1270.05(c)(2).

C. Medical Facilities

1. Medical Facilities may include clinics and urgent care facilities licensed by the State of Ohio, but shall not include facilities with patient beds for overnight stays or care. However, a limited number of patient beds may be permitted if authorized under a Conditional Use Permit for the purpose of permitting short-term stays necessitated by emergencies or other unusual circumstances.
2. Parking for medical facilities shall be provided at a rate of one (1) space for each 250 square feet of gross floor area.

D. Outdoor Playing Fields and Training Areas.

1. Shall be accessory to a principally permitted use.
2. Shall be fenced and/or screened in a manner approved by the Planning Commission.

~~(4412)~~ Safeguards and conditions. In addition to complying with the above general standards set forth in this section, conditions appropriate to each particular application may also be set forth in the permit.

~~(4213)~~ Approval. The approval of a conditional use permit shall become null and void if the construction of the building or site improvements are not started within a six-month period after date of approval.

~~(Ord. 2016-158. Passed 11-21-16.)~~

Section 2. That existing Section 1258.04 of Chapter 1258, of Title Six of Part Twelve Planning and Zoning Code of the Codified Ordinances of the City of Strongsville, be and is hereby amended to read in its entirety as follows:

1258.04 USE REGULATIONS; SHOPPING CENTER DISTRICT.

Buildings and land shall be used and buildings shall be designed, erected, altered, moved or maintained in whole or in part in Shopping Center Districts only for the uses set forth in the following schedules and regulations:

- (a) Main Buildings and Uses Permitted. ~~Indoor theaters; freestanding restaurants; and offices, stores, services and other use classifications as permitted in General Business Districts, except dwellings, wholesale offices and showrooms, mortuaries, transmittal towers, telephone exchanges, transformer stations, bus passenger stations, hotels and motels; The following principal uses conducted wholly within enclosed buildings:~~
 - (1) Retail Stores and Shops, except wholesale offices and showrooms, mortuaries, transmittal towers, telephone exchanges, bus passenger stations, hotels and motels;
 - (2) Personal Services, but excluding services listed in Sections 1258.06(a)(4), 1258.06(a)(5), and 1258.06(a)(6);
 - (3) Offices;

- (4) Restaurants, which may include accessory outdoor eating areas provided that a Conditional Use Permit is granted for outdoor seating in accordance with the appropriate standards set forth in Section 1242.07; and
- (b) Main Uses Regional Shopping Centers. The following principal uses may be permitted in addition to those listed in Section 1258.04(a) only as part of a unified and cohesive Regional Shopping Center which shall include an interior sheltered walk or promenade that provides access to a variety of retail stores, restaurants, and service uses:
 - (1) Hotels with a minimum three (3) star rating as defined by widely recognized travel services such as Trip Advisor, provided that a Conditional Use Permit is granted in accordance with the appropriate standards set forth in Section 1242.07;
 - (2) Fitness Centers, Sports Facilities, Exercise Facilities, and Amusement Facilities excluding carnival types of uses, provided that a Conditional Use Permit is granted in accordance with the appropriate standards set forth in Section 1242.07;
 - (3) Medical Facilities including clinics and urgent care facilities, but excluding facilities with patient beds for overnight stays provided that a Conditional Use Permit is granted in accordance with the appropriate standards set forth in Section 1242.07;
 - (4) Theaters;
 - (5) Outdoor gathering spaces, activities, and dining areas;
 - (6) Grocery stores provided that a Conditional Use Permit is granted in accordance with the appropriate standards set forth in Section 1242.07;
 - (7) Outdoor playing fields or training areas as accessory to a main use provided that a Conditional Use Permit is granted in accordance with the appropriate standards set forth in Section 1242.07; and
- (c) Similar Main Uses Permitted. Any other general business store, shop, ~~or~~ service **or amusement facility** not listed above or in any subsequent use classification and determined as similar by the Planning Commission in accordance with standards set forth in Section 1242.08 of this Zoning Code **except wholesale offices and showrooms, mortuaries, transmittal towers, telephone exchanges, transformer stations, and bus passenger stations;** and
- (ed) Accessory Uses Permitted. Any accessory use such as storage of goods or processing operations which are clearly incident to conducting a retail business, office or service establishment or other permitted main use, provided such an accessory use is compatible with contiguous office, retail and service establishments.
 - (1) Accessory off-street parking and loading facilities as required in Chapter 1270 of this Zoning Code;
 - (2) Signs in Shopping Center Districts shall be designed, erected, altered, reconstructed, moved and maintained, in whole or in part,

in accordance with the type, design size, location, illumination and other provisions set forth in Chapter 1272 of this Zoning Code;

(3) **Parking structures provided that a Conditional Use Permit is granted in accordance with the standards and procedures set forth in Section 1242.07 of this Zoning Code;**

~~(3) Oil and gas well drilling, operation and maintenance, provided that a conditional use permit is granted in accordance with standards and procedures set forth in Section 1242.07 of this Zoning Code;~~

~~(43)~~(4) Outdoor dining in conjunction with an approved sit-down restaurant, provided that a conditional use permit is granted in accordance with standards and procedures set forth in Section 1242.07 of this Zoning Code.

~~(Ord. 2009-155. Passed 11-16-09.)~~

Section 3. That existing Section 1258.11(a) of Chapter 1258, of Title Six of Part Twelve Planning and Zoning Code of the Codified Ordinances of the City of Strongsville, be and is hereby amended to read in its entirety as follows:

1258.11 YARD REGULATIONS; BUSINESS DISTRICTS.

In all Business Districts, buildings and land shall abut a dedicated street for the required lot width, and shall be used, and buildings shall be designed, erected, altered, moved or maintained, in whole or in part, only in accordance with the following schedule and regulations:

(a) Schedule of Yards and Setbacks for Business Uses. In Business Districts, the yards shall be not less than set forth in the following schedule:

Schedule of Minimum Yard and Setback (SB) Dimensions							
District	Main & Accessory Building & Use	SB Abutting Prospect, Pearl, Sprague & Royalton Rds. & W. 130 th St. (ft.)	Front Yard SB Abutting Other Sts. (Distance from St. R-O-W) (ft.)	Side Yard Abutting Residential District (ft.)	SB Abutting Non-Residential District (ft.)	Rear Yard Abutting Residential District (ft.)	SB Abutting Non-Residential District (ft.)
Local Business	Offices, stores and services	125 from centerline	50	20	None but min. 10 between buildings	20	10
	Sales in open yards	50 from right of way	35	Not allowed	Not allowed	Not allowed	Not allowed
	Parking areas and drives	20 from right of way	20	10	5	10	5

General Business and Restaurant-Recreation-al Services	Offices, stores, services, mortuaries, amusement and recreation	125 from center-line	80	30	None but min.10 between buildings	30	10
	Sales in open yards	90 from center-line	45	Not allowed	Not allowed	Not allowed	Not allowed
	Parking areas and drives	75 from center-line	30	10	5	10	5
Shopping Center	Offices, stores, services amusement and recreation All Main and Accessory Uses	200 from center-line	150	100	50	100	50
	Sales in open yards	Not allowed*	Not allowed*	Not allowed*	10	Not allowed*	10
	Parking areas and drives	40 from right of way	40	20	10	20	10
Motorist Service	All Main and Accessory Uses	125 from center-line	50	50	25	50	25
Motorist Service	Parking areas and drives	30 from right of way	30	20	10	20	10

*Except as provided in Section 1258.04(b).

* * *

~~(Ord. 2014-132. Passed 9-2-14.)~~

Section 3. That existing Section 1258.12 of Chapter 1258, of Title Six of Part Twelve Planning and Zoning Code of the Codified Ordinances of the City of Strongsville, be and is hereby amended to read in its entirety as follows:

1258.12 HEIGHT REGULATIONS.

The height of any main or accessory building shall not exceed thirty-five feet in any Local Business, Motorist Service or Restaurant-Recreational Services District, and sixty feet in any General Business or **Neighborhood** Shopping Center District, except that an indoor tennis facility in a Motorist Service District shall not exceed forty-five feet. ~~Office u~~**Uses** within a **Regional** Shopping Center District ~~at a community or regional shopping center, as defined in Section 1258.15,~~ shall not exceed ~~sixty-seventy~~ **sixty** feet in height. Mechanical space for building equipment placed on the building roof may be allowed above the maximum height specified, provided that such mechanical space is set back a minimum of fifteen feet from any exterior wall, does not exceed fifteen feet in height and is adequately screened from view, and provided, further, that such mechanical space and screening are approved by the Planning Commission.

~~(Ord 1978-165. Passed 10-16-78.)~~

Section 4. That Section 1270.05 of Chapter 1270 of Title Six of Part Twelve of the Planning and Zoning Code of the Codified Ordinances of the City of Strongsville is hereby amended in order that Section 1270.05 shall read in its entirety as follows:

1270.05 SCHEDULE OF PARKING REQUIREMENTS.

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

	Building Use	Minimum Spaces Required
(a)	Residential	
	(1) One-family dwellings	2 per dwelling unit
	(2) Two-family dwellings	2 per dwelling unit
	(3) Townhouse cluster*	2 per dwelling unit
	(4) Multi-family/Apartment*	2-1/2 per dwelling unit
	(5) Rented rooms	1 per rented room, plus 2 for each resident family
	*Additional guest off-street parking may be required as determined by the Planning Commission.	
(b)	Community Facilities	
	(1) Governmental: Municipal, County, State and Federal buildings, principally administrative functions	1 per 300 sq. ft. of floor area used by the public, plus 1 for each 2 employees
	(2) Civic: Art galleries, libraries, museums, churches, club and community centers	1 per 500 sq. ft. (*)
	(3) Educational: Primary and secondary public; private schools	1 per 1,000 sq. ft. (*)
	(4) Places of assembly: Auditoriums, lodge halls, gymnasiums and stadiums	1 per 4 seats
	(5) Health and welfare:	
	A. General and special hospitals	1 per 500 sq. ft.
	B. Institutions for children and for aged, nursing homes, sanitariums	1 per bed or dwelling unit plus 1 per 1,000 sq. ft. of administrative space
	C. Medical centers	7 per 1,000 sq. ft. of gross floor areas
	(6) Recreation: Skating rink, swimming pools	1 per 50 sq. ft. of area devoted to the activity or 1 per 2 members

	*For the assembly parts of the building, one space per each four seats, or one space for each forty-eight square feet of assembly floor area, shall be added.	
(c)	Business and Offices	
	(1) Retail stores, services and offices other than community and regional shopping centers, as defined in Section 1258.15:	
	A. Without food services	4.5 spaces per 1,000 sq. ft. of gross building floor area
	B. With food services	4.5 spaces per 1,000 sq. ft. of gross building floor area used for retail uses. Parking for food service uses shall be provided in accordance with Subsections (4) and/or (5) hereof.
	(2) Neighborhood Community and Regional Shopping Centers, as defined in Section 1258.15	<p>54 spaces per 1,000 sq. ft. of gross leasable retail area (GLRA) Gross leasable retail area is the total floor area designed for tenant occupancy and exclusive use, including the retail areas of basements, mezzanines and upper floors, but not including basements and other areas used solely for storage, if any, expressed in square feet, measured from center lines of joint partitions and the exterior of outside walls. This does not include office buildings in which medical, dental, research and other kinds of special organizations are housed. It does include banks, restaurants, and other similar activities which may be part of a shopping center.</p> <p>Parking for office space usage at or immediately adjacent to community and regional shopping centers shall be provided at the rate of 2.5 spaces for each 1,000 sq. ft. of office floor area.</p> <p>For hotels within a Regional Shopping Center, parking requirements will be 1 per guest room (there will not be additional parking required for employees).</p> <p>For a Regional Shopping Center, the minimum required parking spaces may be modified by the Planning Commission based on the mixture of uses and the ability to utilize shared parking.</p> <p>For all uses within the Regional Shopping Center, the required parking shall be determined only by the requirements set forth in Section 1207.05(c)(2) and (c)(7) and the parking requirements for other uses set forth in Section 1207.05(c) are not applicable.</p>

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

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

~~(Ord. 2018-005, Passed 3-19-18.)~~

Section 5. That in case of conflict between any provision of this Ordinance and any other ordinance or resolution, or part thereof, the provisions of this Ordinance shall prevail and apply, unless a conflicting provision is deemed to be more restrictive.

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

Section 7. That this Ordinance is hereby declared 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 provide for permitted uses within the Shopping Center Districts. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

First reading: _____

Referred to Planning Commission

Second reading: _____

Third reading: _____

Approved: _____

Public Hearing: _____

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Clark	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____
Spring	_____	_____

Attest: _____
Clerk of Council

Ord. No. 2024-006 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

Public Hrg. _____ Ref: _____
Adopted: _____ Defeated: _____

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 007

By: Mayor Perciak and All Members of Council

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A
THIRD AMENDMENT TO THE AGREEMENT FOR PUBLIC
SAFETY DISPATCH SERVICES BETWEEN THE CITY OF
STRONGSVILLE AND THE CITY OF MIDDLEBURG HEIGHTS, IN
CONNECTION WITH AN ADJUSTMENT OF FEES COMMENCING
JANUARY 1, 2024, AND DECLARING AN EMERGENCY.**

WHEREAS, through adoption of Ordinance No. 2021-084 on June 7, 2021, the Strongsville City Council authorized an Agreement with the City of Middleburg Heights for public safety services; and

WHEREAS, through adoption of Resolution No. 2021-40 on May 27, 2021, the Middleburg Heights City Council likewise authorized an Agreement with Strongsville for such public safety services; and

WHEREAS, on June 7, 2021, Strongsville and Middleburg Heights entered into an *Agreement for Public Safety Dispatch Services*, in which Strongsville agreed to dispatch Middleburg Heights Police Department and Fire Department calls, on a twenty-four (24) hour basis, to authorized personnel of the Middleburg Heights Police Department and the Middleburg Heights Fire Department and other public safety resources generally with regard to emergency and non-emergency incidents, and with communication support and services/systems directly related to the dispatch function, and subject to other specific terms and conditions contained therein; and

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

WHEREAS, based upon one-half year of operations in 2021 and in accordance with provisions of said Agreement, it was necessary to amend the provision relating to payment for Dispatch Services; and

WHEREAS, on November 1, 2021, the parties entered into a *First Amendment to Agreement* providing for an adjustment to the provision for payment based upon the one-half year of operations and consistent with the Agreement, and as authorized by Strongsville City Council in Ordinance No. 2021-143; and

WHEREAS, for the year 2023, the parties entered into a *Second Amendment to Agreement* providing for an adjustment to the provision for payment based upon one and one-half years of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2023-015; and

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

WHEREAS, Middleburg Heights has agreed to a Third Amendment providing for an increase in fees commencing January 1, 2024.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 007

Page 2

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

Section 1. That the Mayor be and is hereby authorized and directed to enter into a *Third Amendment to Agreement* for Public Safety Dispatch Services between the City of Strongsville, Ohio and Middleburg Heights, Ohio, providing for an adjustment in the payment of fees to the City of Strongsville for dispatch services for 2024, commencing January 1, 2024, at an adjusted rate of \$41,431.42 per month, for a total of \$497,177.00 for the year 2024, in accordance with the terms and conditions set forth in the *Third Amendment to Agreement* attached hereto as Exhibit "A" and incorporated herein by reference, which in all respects is hereby approved.

Section 2. That any funds received pursuant to this Ordinance shall be deposited into the General Fund, and any expenditures required by the City to effectuate the Agreement have been appropriated for 2024 and shall be paid from the General Fund.

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

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

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Clark	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____
Spring	_____	_____

Attest: _____
Clerk of Council

Ord. No. 2024-007 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

Public Hrg. _____ Ref: _____
Adopted: _____ Defeated: _____

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

THIS THIRD AMENDMENT TO AGREEMENT made at Strongsville, Ohio, this _____ day of _____, 2023, by and between the **CITY OF STRONGSVILLE**, Ohio, hereinafter designated as "Strongsville", and **MIDDLEBURG HEIGHTS**, Ohio, hereinafter designated as "Middleburg".

WITNESSETH:

WHEREAS, through adoption of Ordinance No. 2021-084 on June 7, 2021, the Strongsville City Council authorized an Agreement with the City of Middleburg Heights for public safety services; and

WHEREAS, through adoption of Resolution No. 2021-40 on May 27, 2021, the Middleburg Heights City Council likewise authorized an Agreement with Strongsville for such public safety services; and

WHEREAS, on June 7, 2021, Strongsville and Middleburg entered into an *Agreement for Public Safety Dispatch Services*, in which Strongsville agreed to dispatch Middleburg Police Department and Fire Department calls, on a twenty-four (24) hour basis, to authorized personnel of the Middleburg Police Department and the Middleburg Fire Department and other public safety resources generally with regard to emergency and non-emergency incidents, and with communication support and services/systems directly related to the dispatch function, and subject to other specific terms and conditions contained therein; and

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

WHEREAS, based upon one-half year of operations in 2021 and in accordance with provisions of said Agreement, it was necessary to amend the provision relating to payment for Dispatch Services; and

WHEREAS, on November 1, 2021, the parties entered into a *First Amendment to Agreement* providing for an adjustment to the provision for payment based upon the one-half year of operations and consistent with the Agreement, and as authorized by Strongsville City Council in Ordinance No. 2021-143; and

WHEREAS, for the year 2023, the parties entered into a *Second Amendment to Agreement* providing for an adjustment to the provision for payment based upon one and one-half (1½) years of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2023-015; and

WHEREAS, now based upon two and one-half years (2½) of operations and in accordance with provisions of said Agreement, it is now necessary to further amend the provision relating to payment for Dispatch Services.

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

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

* * *

"E. Payment for Dispatch Services: Middleburg, in consideration of the provision of the Dispatch Services outlined herein, agrees to pay Strongsville the amount of Thirty-Seven Thousand Five Hundred and 00/100 Dollars (\$37,500.00) for the month of June, 2021 and each month thereafter until December 31, 2021, by the fifteenth (15th) of each month for Dispatch Services provided in that month. For the period of operation from January 1, 2022 through December 31, 2022, Middleburg will pay Strongsville at an increased rate of pay of Thirty-Eight Thousand Three Hundred Thirty-Four and 00/100 Dollars (\$38,334.00) per month by the fifteenth (15th) of each month for Dispatch Services provided in that month, for a total of Four Hundred Sixty Thousand Eight and 00/100 Dollars (\$460,008.00). For the period of operation from January 1, 2023 through December 31, 2023, Middleburg will pay Strongsville at an increased rate of pay of Forty Thousand Six Hundred Thirty-Three and 00/100 Dollars (\$40,633.00) per month by the fifteenth (15th) of each month for Dispatch Services provided in that month, for a total of Four Hundred Eighty-Seven Thousand Five Hundred Ninety-Six and 00/100 Dollars (\$487,596.00). " For the period of operation from January 1, 2024 through December 31, 2024, Middleburg will pay Strongsville at an increased rate of pay of Forty-One Thousand Four Hundred Thirty-One and 42/100 Dollars (\$41,431.42) per month by the fifteenth (15th) of each month for Dispatch Services provided in that month, for a total of Four Hundred Ninety-Seven Thousand One Hundred Seventy-Seven and 00/100 Dollars (\$497,177.00). "

* * *

2. This Third Amendment to Agreement amends, modifies and supplements the Agreement effective January 1, 2024 only as specifically set forth herein. All rights and obligations of Strongsville and Middleburg under the Agreement and all other provisions not specifically amended herein remain unmodified and in full force and effect.

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

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

Signed in the presence of:



CITY OF MIDDLEBURG HEIGHTS
("Middleburg")

By:


Matthew J. Castelli, Mayor

CITY OF STRONGSVILLE
("Strongsville")

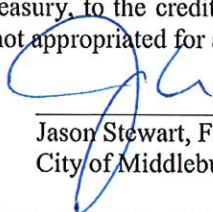
By:

Thomas P. Perciak, Mayor

CERTIFICATE OF FINANCE DIRECTOR

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

1/2/24
Date


Jason Stewart, Finance Director
City of Middleburg Heights

CERTIFICATE OF LAW DIRECTOR FOR MIDDLEBURG HEIGHTS

I have hereby reviewed and approved the form of the foregoing Amendment to Agreement this 25 day of Oct., 2023.


Santo T. Incorvaia, Law Director

CERTIFICATE OF LAW DIRECTOR FOR THE CITY OF STRONGSVILLE

I have hereby reviewed and approved the form of the foregoing Amendment to Agreement this ___ day of _____, 2023.

Neal M. Jamison, Law Director

CITY OF MIDDLEBURG HEIGHTS, OHIO

Resolution No. 2023- **87**

Introduced By: Mayor Matthew Castelli

**A RESOLUTION
AUTHORIZING THE MAYOR TO SIGN A
THIRD AMENDMENT TO AGREEMENT FOR PUBLIC SAFETY DISPATCH
SERVICES BETWEEN THE CITY OF STRONGSVILLE, OH
AND THE CITY OF MIDDLEBURG HEIGHTS, OH**

WHEREAS, through adoption of Resolution 2021-40 on May 27, 2021, Middleburg Heights City Council authorized an agreement with the City of Strongsville for Public Safety Dispatch Services; and

WHEREAS, at that time, Middleburg Heights agreed to certain terms and conditions in connection with payment to Strongsville for Strongsville's provision of such public safety services; and

WHEREAS, on November 1, 2021, the parties entered into a *First Amendment to Agreement* providing for an adjustment to the provision for payment based upon the one-half year of operations and consistent with the Agreement; and

WHEREAS, for the year 2023, the parties entered into a *Second Amendment to Agreement* providing for an adjustment to the provision for payment based upon one and one-half (1 1/2) years of operations and consistent with the Agreement; and

WHEREAS, now based upon two and one-half years (1/2) of operations and in accordance with provisions of said Agreement, it is now necessary to further amend the provision relating to payment for Dispatch Services.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MIDDLEBURG HEIGHTS, STATE OF OHIO, AS FOLLOWS:

Section 1: That the Mayor is hereby authorized to sign the *"Third Amendment to Agreement for Public Safety Dispatch Services between the City of Strongsville, OH and the City of Middleburg Heights, OH"*, a copy of which is attached hereto and marked "Exhibit A".

Section 2: It is hereby found and determined that all formal actions of this Council concerning and relating to the passage 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, including Chapter 107 of the Middleburg Heights Code and Section 121.22 of the Ohio Revised Code.

Passed: 10/24/23

Dave Bortolotto
President of Council

Attest: M. Meala
Clerk of Council

Approved On: 10-25-23

Presented to Mayor: 10/25/23

Matthew Cusick
Mayor

	Yea	Nay
Bortolotto	<u>X</u>	
Ali	<u>X</u>	
Sage	<u>X</u>	
Meany	<u>X</u>	
McGregor	<u>X</u>	
Ference	<u>X</u>	
Grech	<u>ABSENT</u>	

I, MaryAnn Meala, Clerk of the Council of the City of Middleburg Hts., Ohio, hereby certify that Res. 2023-87 adopted by the Council of the City of Middleburg Hts., on 10/24/23 was posted for a period of fifteen days, beginning 10/25/23 and remained so posted for fifteen days at the two posting places as designated by Charter.

MaryAnn Meala
Clerk

CERTIFICATE

I, MaryAnn Meala, Clerk of Council of the City of Middleburg Heights, Ohio, do hereby certify that the foregoing is a true and accurate copy of Res. 2023-87 passed on the 24th day of October, 2023 by said Council.

MaryAnn Meala
Clerk of Council

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 008

By: Mayor Perciak and All Members of Council

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO ENTER INTO A MASTER SERVICES AGREEMENT WITH FLOCK GROUP, INC. FOR THE PURCHASE OF LICENSE PLATE RECOGNITION CAMERA HARDWARE AND SOFTWARE PRODUCTS FOR USE BY THE CITY OF STRONGSVILLE POLICE DEPARTMENT, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Strongsville is more than 25 square miles in size, making it the largest suburb in Cuyahoga County, with the City broken down into nine zone assignments for police coverage, and officers on each of three regular shifts are assigned to one of the nine separate zone assignments as part of the Police Department's commitment to the public's safety; and

WHEREAS, in order to assist law enforcement agencies in the safety of their communities, Flock Group, Inc. ("Flock") has developed a state-of-the-art license plate recognition system, which enables community police departments to effectively gather evidence and data; and

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock's technology; and

WHEREAS, the City's Chief of Police and Director of Communication and Technology have recommended that in order to maintain the public health, safety and welfare, it is immediately necessary for the City to enter into an agreement with Flock for the purchase of Flock's specialized, unique and proprietary license plate recognition hardware and software products; and

WHEREAS, the City is desirous of entering into a Master Services Agreement for such services and equipment on an annual recurring basis.

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

Section 1. That this Council finds and determines, as set out in Article V, §5 of the Charter, that there is an immediate and present emergency in the operation of the Police Department of the City of Strongsville, in that it is necessary to enter into a Master Services Agreement, without public bidding, with **FLOCK GROUP, INC.**, in order for the City to provide and maintain efficient and critical public safety services.

Section 2. That for the reasons aforesaid, Council hereby approves and authorizes the Mayor to enter into a Master Services Agreement, without public bidding, with **FLOCK GROUP, INC.** for the purchase of unique and proprietary license plate recognition camera hardware and software products for use by the City of Strongsville Police Department, in the amount of \$72,250.00 for the initial first year purchase, with an annual recurring amount of \$63,500.00, for

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 008

Page 2

a total amount of \$135,750.00 for the year 2024, all as more fully set forth in the Master Services Agreement attached hereto and incorporated herein as Exhibit "1".

Section 3. That the funds for the purpose of such Agreement have been appropriated and shall be paid from the General Fund.

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

Section 5. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare, and for the further reason that it is immediately necessary to enter into the aforesaid Agreement in order to provide and ensure efficient and critical safety operations within the Police Department, and to conserve public funds. Therefore, provided this Ordinance receives the unanimous affirmative vote of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor.

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Clark	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____
Spring	_____	_____

Attest: _____
Clerk of Council

Ord. No. 2024-008 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

Public Hrg. _____ Ref: _____
Adopted: _____ Defeated: _____



EXHIBIT A
ORDER FORM

Customer: OH - Strongsville PD
Legal Entity Name: OH - Strongsville PD
Accounts Payable Email: thomas.o'deens@strongsville.org
Address: 18688 Royalton Road Strongsville, Ohio 44136

Initial Term: 24 Months
Renewal Term: 24 Months
Payment Terms: Net 30
Billing Frequency: Annual Plan - First Year Invoiced at Signing.
Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$63,500.00
Flock Safety Flock OS			
FlockOS™	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon®	Included	15	Included
Flock Safety Falcon® Flex	Included	1	Included
Flock Safety Falcon® LR	Included	3	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$650.00	7	\$4,550.00
Professional Services - Existing Infrastructure Implementation Fee	\$150.00	8	\$1,200.00
Professional Services - Advanced Implementation Fee (Falcon LR)	\$1,000.00	3	\$3,000.00
Subtotal Year 1:			\$72,250.00
Annual Recurring Subtotal:			\$63,500.00
Estimated Tax:			\$0.00
Contract Total:			\$135,750.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "Renewal Term") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$72,250.00
Annual Recurring after Year 1	\$63,500.00
Contract Total	\$135,750.00

*Tax not included

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.
Flock Safety Falcon® Flex	An infrastructure-free, location-flexible license plate reader camera that enables the Customer to self-install.	The Term shall commence upon execution of this Statement of Work.
Flock Safety Falcon® LR	A long-range infrastructure-free license plate reader camera designed for high speed vehicles that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

Package: Essentials

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: OH - Strongsville PD

By: _____

By: _____

Name: _____

Name: Thomas P. Perciak

Title: _____

Title: Mayor

Date: _____

Date: _____

PO Number: _____

Master Services Agreement

This Master Services Agreement (this "***Agreement***") is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 ("***Flock***") and the entity identified in the signature block ("***Customer***") (each a "***Party***," and together, the "***Parties***") on this the 04 day of January 2024. This Agreement is effective on the date of mutual execution ("***Effective Date***"). Parties will sign an Order Form ("***Order Form***") which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**. The Parties agree as follows:

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock's technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer ("***Notifications***");

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock's standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the ***Order Form***. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

WHEREAS, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, ("***Permitted Purpose***").

AGREEMENT

NOW, THEREFORE, Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 “**Customer Data**” means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

1.7 "**Flock IP**" means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 "**Flock Network End User(s)**" means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

1.9 "**Flock Services**" means the provision of Flock's software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.10 "**Footage**" means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.11 "**Hotlist(s)**" means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 "**Installation Services**" means the services provided by Flock for installation of Flock Services.

1.13 "**Retention Period**" means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.14 "**Vehicle Fingerprint™**" means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.15 "**Web Interface**" means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form ("***Retention Period***"). Authorized End Users will be required to sign up for an account and select a password and username ("***User ID***"). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of authorized End user which would constitute a breach of this agreement if undertaken by customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 Embedded Software License. Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as "***Support Services***").

2.4 Upgrades to Platform. Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock's products or services to its agencies, the competitive strength of, or market for, Flock's products or services, such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("***Service Interruption***"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("***Service Suspension***").

Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock

is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as *"Customer Obligations"*).

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 Customer Data. As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 Customer Generated Data. Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer ("***Customer Generated Data***"). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer's intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 Anonymized Data. Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. To the extent required by any applicable public records requests, each Party (the "***Receiving Party***") understands that the other Party (the "***Disclosing Party***") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "***Proprietary Information***" of the Disclosing Party).

Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against

disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or

otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days 'prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 Notice of Changes to Fees. Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days 'notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

6.3 Late Fees. If payment is not issued to Flock by the due date of the invoice, an interest penalty of 1.0% of any unpaid amount may be added for each month or fraction thereafter, until final payment is made.

6.4 Taxes. Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid

by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 Term. The initial term of this Agreement shall be for the period of time set forth on the Order Form (the “***Term***”). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “***Renewal Term***”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 Termination. Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period (“***Cure Period***”). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the ***Cure Period***, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 Survival. The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 Manufacturer Defect. Upon a malfunction or failure of Flock Hardware or Embedded Software (a “*Defect*”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 Replacements. In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 Insurance. Flock will maintain commercial general liability policies as stated in Exhibit B.

8.6 Force Majeure. Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT

ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 10.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 Flock Indemnity. Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's

rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C ("***Customer Obligations***"). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 Flock's Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 Compliance With Laws. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 Governing Law; Venue. This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 Special Terms. Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("*Special Terms*"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 Publicity. Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

11.9 Feedback. If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or

commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 Headings. The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 Authority. Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

11.13 Conflict. In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 Morality. In the event Customer or its agents become the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish Flock's reputation, Flock shall have the option to terminate this Agreement upon prior written notice to Customer.

11.15 Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

11.16 Non-Appropriation. Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS: City of Strongsville Police Department
18688 Royalton Road, Strongsville, OH 44136

ATTN: Police Chief Thomas O'Deens

EMAIL: thomas.o'deens@strongsville.org

EXHIBIT B
INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than "A" and "VII". Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;
- (iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 009

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE PURCHASE OF TWO (2) NEW DRONES WITH RELATED APPURTENANCES FOR USE BY THE CITY OF STRONGSVILLE POLICE DEPARTMENT, AND FOR TRADE-IN OF TWO (2) EXISTING OBSOLETE DRONES, TO HAVE THE CREDIT APPLIED TO THE PURCHASE PRICE, AND DECLARING AN EMERGENCY.

WHEREAS, the Police Department of the City of Strongsville has two (2) drones which are obsolete and no longer useful for municipal public purposes; and

WHEREAS, therefore, the Police Department is in immediate need of replacing the drones with two (2) new Matrice drones, and related appurtenances, as reflected on Exhibit A attached hereto and incorporated herein; and

WHEREAS, pursuant to Article IV, §3(e) of the City Charter, the Director of Finance is authorized to sell obsolete or surplus equipment in such manner as Council may by ordinance authorize; and

WHEREAS, this Council is desirous of having the Director of Finance sell and trade-in the existing drones, and have the selling price credited against the purchase price of the new drones.

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 that the City's Police Department is in need of two (2) new drones with related appurtenances, which can be obtained most competitively through **CLOUD CITY DRONES**.

Section 2. That this Council further finds and determines that there is an immediate and present emergency in the operation of the Police Department of the City of Strongsville in that the Police Department has two (2) drones which are obsolete and no longer needed for any municipal purpose, and further finds that it will be in the best interests of the City to sell such drones, and have the selling price applied as a credit against the purchase of two (2) new drones, pursuant to O.R.C. §721.15.

Section 3. That, for the reasons aforesaid, the Mayor be and is hereby authorized to enter into a contract with **CLOUD CITY DRONES** for the purchase of two (2) new Matrice drones, with related appurtenances, in the amount of \$26,956.78, as more fully set forth in Exhibit A, attached hereto and incorporated herein by reference; including the sale of the two (2) obsolete drones, in the total amount of \$2,245.00, as more fully set forth in Exhibit A, and providing that the sale price be credited towards the purchase price of the two (2) new Matrice drones, in order that the net contract price for the purchase of the new drones shall not exceed \$24,711.78, and in a form to be approved by the Law Director.

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

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

Section 6. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to enter into said contract in order to maintain continuity of services in the operation of the City of Strongsville Police Department, to ensure that officers are in possession of proper and current equipment to provide for the safety and welfare of the public, 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.

<hr/>		Approved: <hr/>	
President of Council		Mayor	
Date Passed: <hr/>		Date Approved: <hr/>	
	<u>Yea</u>	<u>Nay</u>	Attest: <hr/>
			Clerk of Council
Carbone	<hr/>	<hr/>	Ord. No. <u>2024-009</u> Amended: <hr/>
Clark	<hr/>	<hr/>	1 st Rdg. <hr/> Ref: <hr/>
Kaminski	<hr/>	<hr/>	2 nd Rdg. <hr/> Ref: <hr/>
Kosek	<hr/>	<hr/>	3 rd Rdg. <hr/> Ref: <hr/>
Roff	<hr/>	<hr/>	<hr/>
Short	<hr/>	<hr/>	<hr/>
Spring	<hr/>	<hr/>	<hr/>
		Public Hrg. <hr/> Ref: <hr/>	
		Adopted: <hr/> Defeated: <hr/>	



Cloud City Drones
Warwick, Rhode Island 02889 United States
New England Enterprise UAS/UAV Dealer
hi@cloudcitydrones.com
+ 401.681.4112

QUOTE
DJI Matrice 350 Public Safety
Reference: Q-503475
Quote created: 12 / 15 / 2023
Quote expires: 01 / 19 / 2024
Prepared by: Chris Williams

Strongsville Police Department, OH
18688 Royalton Road
Strongsville, OH 44136

BILLING ADDRESS:
Strongsville Police Department, OH
18688 Royalton Road
attn. Steven Vanek UAS Program
Strongsville, OH 44136

SHIPPING ADDRESS:
Strongsville Police Department, OH
18688 Royalton Road
attn. Steven Vanek UAS Program
Strongsville, OH 44136

Accepting this quote

By signing and dating this quote you're simply agreeing to its contents. Nothing will be shipped without payment or qualifying purchase order.

Products and Services

Matrice 350 RTK Worry-Free Basic (2-Year) Combo
- Matrice 350 RTK
- RC Plus Remote
- Matrice 300 Series TB65 Intelligent Flight Battery (2)
- Matrice 300 Series BS565 Intelligent Battery Station
- Enterprise Shield Basic (Matrice 350 RTK Worry-Free Basic 2-Year)



Did you know?

Cloud City Drones was the first Authorized DJI Dealer in Rhode Island.

Trade in in

We can apply your qualifying equipment towards a new purchase. We can also take in your trades towards Cloud City Gift Cards.

Learn More

cloudcitydrones.com/pages/trade-in

	QTY	Price	Discount	Line Total
Matrice 350 TB65 Intelligent Flight Battery	4	\$700.00	\$0.00	\$2,800.00
CPEN.000000457.01				

EXHIBIT A

"Flying with your feet on the ground"

DJI Avata Public Safety Package

Cloud City, a leading provider of drone solutions for various industries, has announced the launch of the DJI Avata Public Safety Package. This package is designed to meet the needs and challenges of public safety and first responder agencies, such as law enforcement, fire departments, emergency medical services and search and rescue teams

- DJI Avata Pro-View Combo
- DJI Care 2 Year Warranty Free Protection
- DJI FPV Remote Controller 2
- DJI Avata Battery (3)
- DJI Avata Fly More Kit
- GPC DJI Avata Case
- Samsung 128GB SD Card
- Anker hi-speed USB Charger



AVATA-STARTER-KIT 1 \$2,400.00 \$0.00 \$2,400.00

177446345640 1 \$39.00 \$0.00 \$39.00

DJI Goggles 2 Battery
The compact DJI Goggles 2 Battery with battery level indicators displays power level when used with DJI Avata. Up to 2 hours of battery life.



CP.FP.000000072.01 2 \$125.89 \$0.00 \$251.78

CP.RC.000000002.01 2 \$39.00 \$0.00 \$78.00

DJI Avata Intelligent Flight Battery
RC Plus Strap Bracket Kit
The DJI RC Plus Strap Bracket Kit allows you to effortlessly carry your RC Plus controller via the use of a strap.



Matrice 300 Gimbals and Sensors

DJI Zenmuse H20N (SP)	ZEN-H20N-SP	1	\$9,239.00	\$0.00	\$9,239.00
<ul style="list-style-type: none"> - Starlight Night Vision - 20x Hybrid Optical Zoom - 12 MP Wide Camera - 1200 m LRF (Laser Range Finder) - 640x512 Dual Thermal Cameras 2x, 8x Optical Zoom - Enterprise Shield Basic (Zenmuse H20N) 					



Zenmuse L1 (SP)

Zenmuse L1 (SP)	ZEN-L1-SP	0	\$8,543.00	\$0.00	\$0.00
<ul style="list-style-type: none"> - Frame Lidar with up to 100% effective point cloud results - Detection Range: 450m (80% reflectivity, 0 klx) / 190 m (10% reflectivity, 100 klx) - Effective Point Rate: 240,000 pts/s - Supports 3 Returns - Line Scan Mode and Non-repetitive Scan Mode 					



DJI Zenmuse P1 w/35mm Lens (SP)

DJI Zenmuse P1 w/35mm Lens (SP)	ZEN-P1-SP	0	\$6,250.00	\$0.00	\$0.00
<ul style="list-style-type: none"> - Accuracy without GCPs: 3 cm horizontally / 5 cm vertically - Global Mechanical Shutter, Shutter Speed 1/2000 Seconds - Smart Oblique Capture - 45 MP Full-frame Sensor - Includes a 6 months license for DJI Terra Electricity Version 					



Optional Accessories

Matrice 300 Series Dual Gimbal Connector CP.EN.000000265.01 0 \$250.00 \$0.00 \$0.00



DJI RC Plus CP.RC.000000000.01 0 \$1,600.00 \$0.00 \$0.00

The 7-inch widescreen DJI RC Plus Remote Controller with dual control mode is tailor-made for Enterprise users.



Hoodman Weighted Drone Landing Pad (5 Feet) HDLP 0 \$119.99 \$0.00 \$0.00

Five Feet



Software and Apps

DJI FlightHub 2 - Professional Version (12-Month Plan) CP.RJ.000000101.01 0 \$999.00 \$0.00 \$0.00

Professional Version (12-Month Plan)



DJI FlightHub 2 - Professional Version (1-Month Plan) CP.RJ.000000100.01 0 \$99.00 \$0.00 \$0.00

Professional Version (1-Month Plan)



Promotions

"Flying with your feet on the ground"

QUOTE

Free! Cloud City Phone Support					
Free! Cloud City Drones priority white-glove phone support. (3 Month)					
Free! Cloud City - Enterprise Setup Service					
Preflight setup of airframe and gimbals includes account setup, all software and firmware updates to the latest version and warranty activation if needed. All batteries will be tested and charged prior to shipping.					
	CCDPSUP3M	1	\$0.00	\$0.00	\$0.00
	CCDENTSETUP	1	\$0.00	\$0.00	\$0.00
			Subtotal		\$26,956.78
			Discount		\$0.00
			Tax		\$0.00
			Trade In Discount		-\$2,245.00
			Total		\$24,711.78

Trade it in

We can apply your qualifying equipment towards a new purchase. We can also take in your trades towards Cloud City Gift Cards.

How we determine its value: We always tell customers their best bet financially is always selling it privately. As the dealer we need to evaluate it, list it, support it and in some cases warranty it. Also, our cost and demand on that item plays a part in what we offer. Nothing is final until the unit is inspected and test flown if applicable.

Next step: Should you decide to proceed please ship items to be considered to:

Cloud City

Attn: Trades (please include your quote number or department name and address)

200 Lavan Street, Suite 1

Warwick, RI 02888

Trade In (Estimated Value, After Verification)			Serial Number	Qty	Price	Line Total
Mavic 2 Enterprise Advanced (NA)			4GCCCK6QR0B0PZX	1	\$1,525.00	\$1,525.00
ACTIVATED 2022 / 08 / 23 WARRANTY: EXPIRED SHIELD COVERAGE: EXPIRED						
DJI Smart Controller						
Mavic 2 Enterprise (DUAL) Universal Edition (US&Canada)			298DGC2N0018JN6	1	\$720.00	\$720.00
ACTIVATED 2019 / 05 / 28 WARRANTY: EXPIRED SHIELD COVERAGE: EXPIRED						
DJI Smart Controller						

Subtotal \$2,245.00

Trade \$2,245.00

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 010

By: Mayor Perciak and All Members of Council

AN ORDINANCE APPROVING AND AUTHORIZING THE FILING OF AN APPLICATION FOR FINANCIAL ASSISTANCE WITH THE CUYAHOGA COUNTY SOLID WASTE DISTRICT UNDER THE 2024 COMMUNITY RECYCLING AWARENESS GRANT PROGRAM; AUTHORIZING ACCEPTANCE OF FUNDS, AND DECLARING AN EMERGENCY.

WHEREAS, The Cuyahoga County Solid Waste District has established a Community Recycling Awareness Grant program and once again allocated monies to help local governments in Cuyahoga County promote their community-sponsored recycling programs to residents; and

WHEREAS, the grant provides for funding of the cost of a community-sponsored recycling program; and

WHEREAS, in order to submit a timely application to receive funding under the Community Recycling Awareness Grant program for the year 2024, the City, through its Coordinator of Natural Resources, is requesting authorization to apply for funding in the amount of \$6,000.00, in order to continue publishing the recycling newsletter.

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

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

Section 1. That this Council hereby approves and authorizes the Mayor and City Coordinator of Natural Resources to submit an application for financial assistance to the Cuyahoga County Solid Waste District for the Community Recycling Awareness Grant program for the year 2024, in the form on file with the City Coordinator of Natural Resources.

Section 2. That this Council hereby approves the acceptance of any award of funding under such Grant program for 2024, and hereby authorizes the Mayor, Director of Finance, Coordinator of Natural Resources, and other appropriate officers of the City to do all things necessary in furtherance thereof.

Section 3. That any advance of funds under this Ordinance and/or the City's share will be made from the General Fund, subject to reimbursement under the Grant.

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

Section 5. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to authorize the submission of such application for financial assistance in order to meet the application deadline to enable the City to proceed with promotion of the City’s recycling awareness program, to accept such funds when awarded, and to ensure continuity of such program. 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

Date Passed:_____

Approved:_____
Mayor

Date Approved:_____

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Clark	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____
Spring	_____	_____

Attest:_____
Clerk of Council

Ord. No. 2024-010 Amended:_____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

Public Hrg. _____ Ref: _____
Adopted: _____ Defeated: _____