

City of Strongsville

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April 11, 2024

City Council

James A. Kaminski
Ward 1

Annmarie P. Roff
Ward 2

Thomas M. Clark
Ward 3

Gordon C. Short
Ward 4

James E. Carbone
At-Large

Kelly A. Kosek
At-Large

Brian M. Spring
At-Large

Aimee Pientka, MMC
Clerk of Council

MEETING NOTICE

City Council has scheduled the following meetings for **Monday, April 15, 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 6:30 p.m. All committees listed will meet immediately following the previous committee:

6:30 P.M. Planning, Zoning & Engineering Committee will meet to discuss Ordinance Nos. 2024-006, 2024-043, 2024-044, 2024-045, 2024-046, 2024-047 and Resolution No. 2024-048.

Public Service & Conservation Committee will meet to discuss Ordinance No. 2024-049.

Public Safety & Health Committee will meet to discuss Ordinance Nos. 2024-050, 2024-051 and 2024-052.

Recreation and Community Services Committee will meet to discuss Ordinance Nos. 2024-053 and 2024-054.

Finance Committee will meet to discuss Ordinance No. 2024-055, 2024-056 and Resolution No. 2024-057.

Committee of the Whole will meet to discuss Resolution Nos. 2024-041 and 2024-042.

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
MONDAY, APRIL 15, 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 – April 1, 2024*
6. APPOINTMENTS, CONFIRMATIONS, AWARDS AND RECOGNITION:
7. REPORTS OF COUNCIL COMMITTEE:
 - ECONOMIC DEVELOPMENT – Clark
 - BUILDING & UTILITIES – Roff
 - PUBLIC SAFETY AND HEALTH – Roff
 - RECREATION AND COMMUNITY SERVICES – Spring
 - SCHOOL BOARD – Spring
 - FINANCE – Short
 - SOUTHWEST GENERAL HEALTH SYSTEM – Short
 - COMMUNICATIONS AND TECHNOLOGY – Kaminski
 - PLANNING, ZONING AND ENGINEERING – Kosek
 - PUBLIC SERVICE AND CONSERVATION – Kosek
 - COMMITTEE-OF-THE-WHOLE – Carbone
8. REPORTS AND COMMUNICATIONS FROM THE MAYOR, DIRECTORS OF DEPARTMENTS AND OTHER OFFICERS:
 - MAYOR PERCIAK:
 - FINANCE DEPARTMENT:
 - LAW DEPARTMENT:
9. AUDIENCE PARTICIPATION:

10. ORDINANCES AND RESOLUTIONS:

- Ordinance No. 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. *First reading 01-16-24. Second reading and referred to the Planning Commission 02-05-24. Favorable recommendation by the Planning Commission 02-08-24. Third reading 02-20-24. Public hearing 04-01-24. Fourth Reading 04-01-24.*
- Resolution No. 2024-041 by Mayor Perciak and All Members of Council. A RESOLUTION APPROVING THE APPLICATION OF MERYL HOSSFELD AND CYNTHIA HOSSFELD TO PLACE LAND IN AN AGRICULTURAL DISTRICT. *Public hearing 04-01-24. First reading 04-01-24.*
- Resolution No. 2024-042 by Mayor Perciak and All Members of Council. A RESOLUTION APPROVING THE APPLICATION OF SUSAN LEA SCHNITTKER TO PLACE LAND IN AN AGRICULTURAL DISTRICT. *Public hearing 04-01-24. First reading 04-01-24.*
- Ordinance No. 2024-043 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ISSUE AND APPROVE CHANGE ORDER NOS. 8 AND 9 FOR AN INCREASE IN THE CONTRACT PRICE CONSISTENT WITH THE PROVISIONS OF THE CONTRACT BETWEEN THE CITY OF STRONGSVILLE AND GILBANE BUILDING COMPANY IN CONNECTION WITH THE STRONGSVILLE TOWN CENTER PROJECT, AND DECLARING AN EMERGENCY.
- Ordinance No. 2024-044 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ISSUE AND APPROVE CHANGE ORDER NOS. 1 THROUGH 7 FOR AN INCREASE IN THE CONTRACT PRICE CONSISTENT WITH THE PROVISIONS OF THE CONTRACT BETWEEN THE CITY OF STRONGSVILLE AND DIGIOIA-SUBURBAN EXCAVATING, LLC, IN CONNECTION WITH THE PROSPECT ROAD STORM SEWER IMPROVEMENTS PROJECT, AND DECLARING AN EMERGENCY.
- Ordinance No. 2024-045 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR IMPROVEMENTS TO VARIOUS STREETS IN THE CITY OF STRONGSVILLE IN CONNECTION WITH THE 2024 PAVEMENT RECONSTRUCTION PROGRAM, AND DECLARING AN EMERGENCY.
- Ordinance No. 2024-046 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A COMMUNITY COST-SHARE AGREEMENT BETWEEN THE NORTHEAST OHIO REGIONAL SEWER DISTRICT AND THE CITY OF STRONGSVILLE, IN ORDER FOR THE DISTRICT TO PROVIDE REIMBURSEMENT OF FUNDS TO THE CITY IN CONNECTION WITH THE PROGRESS DRIVE CULVERT REPLACEMENT PROJECT, AND DECLARING AN EMERGENCY.

- Ordinance No. 2024-047 by Mayor Perciak and All Members of Council. AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE LOCATED AT 8721 PEARL ROAD (PPN 395-10-024) IN THE CITY OF STRONGSVILLE FROM CS (COMMERCIAL SERVICE) CLASSIFICATION TO GB (GENERAL BUSINESS) CLASSIFICATION, AND DECLARING AN EMERGENCY.
- Resolution No. 2024-048 by Mayor Perciak and All Members of Council. A RESOLUTION CONFIRMING PLANNING COMMISSION APPROVAL OF THE SITE PLAN FOR THE INSTALLATION OF THREE ANTENNAS ONTO AN EXISTING TELECOMMUNICATIONS TOWER AND ONE EQUIPMENT CABINET, LOCATED ON CITY-OWNED PROPERTY AT 21275 DRAKE ROAD (PPN 394-12-008), IN THE CITY OF STRONGSVILLE.
- Ordinance No. 2024-049 by Mayor Perciak and All Members of Council. AN ORDINANCE REQUESTING PARTICIPATION IN AN OHIO DEPARTMENT OF TRANSPORTATION CONTRACT WITH PAVEMENT TECHNOLOGY, INC. (CONTRACT NO. DOT101L25-24) FOR THE PURCHASE OF LIQUID ASPHALT TO BE USED BY THE SERVICE DEPARTMENT OF THE CITY; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO DO ALL THINGS NECESSARY TO ENTER INTO AN AGREEMENT IN CONNECTION THEREWITH, AND DECLARING AN EMERGENCY.
- Ordinance No. 2024-050 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH MOTOROLA SOLUTIONS, INC. FOR THE PURCHASE OF PORTABLE PUBLIC SAFETY RADIOS, PROGRAMMING AND RELATED APPURTENANCES, IN ORDER TO REPLACE OBSOLETE RADIOS AND UPGRADE THE CITY'S POLICE AND FIRE DEPARTMENT RADIO COMMUNICATIONS SYSTEM, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.
- Ordinance No. 2024-051 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE SALE AT PUBLIC AUCTION OF CERTAIN OBSOLETE AND SURPLUS POLICE VEHICLES NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE, AND DECLARING AN EMERGENCY.
- Ordinance No. 2024-052 by Mayor Perciak and All Members of Council. AN ORDINANCE REQUESTING PARTICIPATION IN OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES CONTRACTS FOR THE PURCHASE OF FOUR (4) 2024 DODGE DURANGO POLICE VEHICLES FOR USE BY THE POLICE DEPARTMENT OF THE CITY; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO DO ALL THINGS NECESSARY TO ENTER INTO AN AGREEMENT IN CONNECTION THEREWITH, AND DECLARING AN EMERGENCY.
- Ordinance No. 2024-053 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A NON-EXCLUSIVE RENTAL/OCCUPANCY AGREEMENT WITH THE GREATER CLEVELAND SENIORS SOFTBALL ON A LIMITED BASIS FOR 2024, FOR THE USE OF VARIOUS BASEBALL FIELDS IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

- Ordinance No. 2024-054 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A NON-EXCLUSIVE RENTAL/OCCUPANCY AGREEMENT WITH THE GREAT LAKES BASEBALL LEAGUE ON A LIMITED BASIS FOR 2024, FOR THE USE OF VARIOUS BASEBALL FIELDS IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Ordinance No. 2024-055 by Mayor Perciak. AN ORDINANCE MAKING APPROPRIATIONS FOR THE ANNUAL EXPENSES AND OTHER EXPENDITURES OF THE CITY OF STRONGSVILLE, OHIO, FOR THE YEAR 2024 AND REPEALING ORDINANCE NUMBER 2024-023.
- Ordinance No. 2024-056 by Mayor Perciak and All Members of Council. AN ORDINANCE AMENDING SECTION 881.03(7) OF CHAPTER 881 OF TITLE FOUR OF PART EIGHT OF THE CITY'S CODIFIED ORDINANCES CONCERNING REMOTE EMPLOYMENT, AND DECLARING AN EMERGENCY.
- Resolution No. 2024-057 by Mayor Perciak and All Members of Council. A RESOLUTION REQUESTING THAT THE COUNTY FISCAL OFFICER CERTIFY CERTAIN INFORMATION TO THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

11. COMMUNICATIONS, PETITIONS AND CLAIMS:

- Application for Permit: NEW – D3: To: 8082 Shave Ice LLC; DBA: 808 Shave Ice, 12457 Pearl Road, Strongsville, Ohio 44136 (Responses must be postmarked no later than 04/22/2024).

12. MISCELLANEOUS BUSINESS:

- *Motion to appoint the Clerk of Council, Aimee Pientka, as Council's "Designated Attendee" for Public Records training on their behalf under the requirements of State Law, Ohio Revised Code Sections 109.43(B) and 149.43(E)(1). [Completion of required three-hour Sunshine Law training conducted by the Ohio Attorney General's Office on April 9, 2024.]*

13. ADJOURNMENT:

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.

(4112) 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,**

General Business and Restaurant-Recreational 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 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** 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>5.4 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: January 16, 2024
 Second reading: February 5, 2024
 Third reading: February 20, 2024
 Public Hearing: April 1, 2024

Referred to Planning Commission
February 6, 2024
 Favorable recommendation,
 Approved: by Planning Commission
February 8, 2024

 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. 01-16-24 Ref: PZE
 2nd Rdg. 02-05-24 Ref: PC/PZE
 3rd Rdg. 02-20-24 Ref: PZE
 4th Rdg. 04-01-24

Public Hrg. 04-01-24 Ref: _____
 Adopted: _____ Defeated: _____

CITY OF STRONGSVILLE
OFFICE OF THE COUNCIL

MEMORANDUM

TO: Mitzi Anderson, Administrator to Boards & Commissions
FROM: Marialena Beach, Council Secretary
DATE: February 6, 2024
SUBJECT: Referral from Council: Ordinance No. 2024-006

At its regular meeting of February 5, 2024, City Council referred the following Ordinance to the Planning Commission for its report and recommendation thereon:

- 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. *First reading and referred to the Planning Commission 01-16-24.*

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

MB
Attachments

MEMORANDUM

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

FROM: Mitzi Anderson, Administrator, Boards & Commissions

SUBJECT: Referral to Council

DATE: February 9, 2024

Please be advised that at its meeting of February 8, 2024, the Strongsville Planning Commission gave Favorable Recommendation to the following:

ORDINANCE NO. 2024-006:

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.

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2024 – 041

By: Mayor Perciak and All Members of Council

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

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

WHEREAS, through passage of Resolution No. 2019-073, this Council previously approved a prior similar application for the same property; and

WHEREAS, on March 12, 2024, the Cuyahoga County Fiscal Office notified the City that it has approved the application; and

WHEREAS, this Council held a public hearing on April 1, 2024 within the time prescribed by law, to hear the applicants and any public comments in support of and/or against the granting of the application.

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

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

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

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

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

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

CITY OF STRONGSVILLE, OHIO
RESOLUTION NO. 2024 - 041
Page 2

President of Council

Date Passed: _____

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

Approved: _____
Mayor

Date Approved: _____

Attest: _____
Clerk of Council

Res.
Ord. No. 2024-041 Amended: _____
1st Rdg. 04-01-24 Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

Public Hrg 04-01-24 Ref: _____
Adopted: _____ Defeated: _____



Cuyahoga County
Together We Thrive

Fiscal Office
Appraisal Department

RECEIVED
MAR 12 2022
CITY OF STRONGSVILLE
CITY COUNCIL

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

**Hossfeld, Meryl And Cynthia
11698 Handle Rd
Strongsville, Oh 44136**

Monday, March 11, 2024

The Cuyahoga County Fiscal Office is in receipt of your request for placement of farmland in an Agricultural District. We have reviewed the real property identified in your application dated 2/15/2024.

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

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

The affected permanent parcel numbers and addresses are:

PARCEL ID	ACREAGE	ADDRESS	TAX DISTRICT
396-02-001	21.71	11698 HANDLE RD	650 - STRONGSVILLE

If you have any questions, please e-mail me at Mbrown1@cuyahogacounty.us or call me at 216-698-6590.

Sincerely,

CAUV Coordinator /
Appraisal Systems Analyst

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

Lou Gentile, Appraisal Manager

EXHIBIT A

**APPLICATION FOR PLACEMENT OF
FARMLAND IN AN AGRICULTURAL DISTRICT**
(O.R.C. Section 929.02)
(See page 4 for General Information regarding this Application)

New Application _____
Renewal Application
Farm # 39
CAUV Application No. _____

INSTRUCTIONS FOR COMPLETING APPLICATION

Print or type all entries.

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

A. **Owner's Name:**
CHRISTIA HOSSFELD

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

Owner's Email (optional):¹
chossfeld@aol.com

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

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

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

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

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

¹ Enter the "internet identifier record" typically know as an electronic mail address, or any other designation used for self-identification or routing in internet communication or posting, provided for the purpose of receiving communication.

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

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

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

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

If NO, complete the following:

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

Authorization and Declaration

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

Signature of Owner:

Date:

Cynthia E. Hoosfield

2/12/2024

DO NOT COMPLETE FOR OFFICIAL USE ONLY

CAUV Application No. Farm# 39

Action of County Auditor

Application Approved Rejected *

Date Application Filed with County Auditor 2/15/24

Date Filed (if required) with Clerk of Municipal Corporation 3/11/24

County Auditor's Signature [Signature] Date 3/11/24

Date Decision Mailed and Emailed¹ to Applicant 3/11/24

Email Address¹ chossfeld@aol.com

OR

Date Decision Sent Certified Mail to Applicant _____

Certified Mail No. _____

Action of Legislative Body of Municipal Corporation

Application Approved Approved with Modifications * Rejected *

Date Application Filed with Clerk _____

Date of Public Hearing _____

Date of Legislative Action _____

Clerk's Signature _____ Date _____

Date Decision Mailed and Emailed¹ to Applicant _____

Email Address¹ chossfeld@aol.com

OR

Date Decision Sent Certified Mail to Applicant _____

Certified Mail No. _____

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

¹ Enter the "internet identifier record" typically know as an electronic mail address, or any other designation used for self-identification or routing in internet communication or posting, provided for the purpose of receiving communication.

INFORMATION FOR PLACEMENT OF FARMLAND IN AN AGRICULTURAL DISTRICT

A. WHO MAY FILE?

Any owner of land used for agricultural production may file an application to have the land placed in an agricultural district.

B. WHERE TO FILE

The completed application must be filed with the auditor of the county where the land is located. The applicant will be notified of action taken by the county auditor within 30 days of the filing of the application if the land is not within a municipal corporation or an annexation petition has not been filed. If the land for which an application has been made lies within a municipal corporation limit or if an annexation petition that includes the land has been filed with the Board of County Commissioners under Section 709.02 of the Ohio Revised Code, a copy of the application must also be filed with the Clerk of the legislative body of the municipal corporation. The legislative body is required to conduct a public hearing on the application within 30 days after the application has been filed with the Clerk. Within 30 days of the hearing, the legislative body may approve the application, modify and approve the application as modified, or reject the application.

C. WHEN TO FILE AND RENEWAL

The original application may be filed at any time for placement of land in an agricultural district for a five-year period. If at the end of five years, the owner decides to keep some or all of his or her land in a district, he or she shall submit a renewal application and must meet the same land requirements and use the same application process as the original application. The renewal application may be filed at any time after the first Monday in January and prior to the first Monday in March of the year during which an agricultural district terminates, for a period of time ending on the first Monday in April of the fifth year following the renewal application.

D. WHAT IS "LAND USED FOR AGRICULTURAL PRODUCTION?"

In accordance with Section 929.01(A) of the Revised Code, land is devoted to "agricultural production" when it is used for commercial aquaculture, apiculture, animal husbandry, poultry husbandry; the production for a commercial purpose of field crops, tobacco, fruits, vegetables, timber, nursery stock, ornamental shrubs, ornamental trees; flowers or sod; the growth of timber for a noncommercial purpose if the land on which the timber is grown is contiguous to or part of a parcel of land under common ownership that is otherwise devoted exclusively to agricultural use; or any combination of such husbandry, production, or growth; and includes the processing, drying, storage and marketing of agricultural products when those activities are conducted in conjunction with such husbandry, production, or growth.

"Agricultural production" includes conservation practices provided that the tracts, lots, or parcels of the land or portions thereof that are used for conservation practices comprise not more than twenty-five percent of tracts, lots, or parcels of land that are otherwise devoted exclusively to agricultural use and for which an application is filed.

"Conservation practices" are practices used to abate soil erosion as required in the management of the farming operation, and include, but are not limited to, the installation, construction, development, planting, or use of grass waterways, terraces, diversions, filter strips, field borders, windbreaks, riparian buffers, wetlands, ponds, and cover crops for that purpose.

E. WHAT DOES "TRACTS, LOTS, OR PARCELS OF LAND" MEAN?

Tracts, lots, or parcels mean distinct portions of pieces of land (not necessarily contiguous) where the title is held by one owner, as listed on the tax list and duplicate of the county, is in agricultural production and conforms with the requirements of either D1, D2, or D3 below.

F. ARE THERE ANY OTHER REQUIREMENTS?

1. The land for which the application is made must have been used exclusively for agricultural production or devoted to and qualified for payments or other compensation under a land retirement or conservation program under an agreement with a federal agency for the three consecutive calendar years prior to the year in which application is made. Evidence must be shown on the application. If the land contains timber which is not being grown for commercial purposes the land on which the timber is growing must be contiguous to or part of a parcel under common ownership that is otherwise devoted exclusively to agricultural use.
2. If the total amount of land for which application is made is less than 10 acres, there is an additional requirement that the applicant submit evidence with his application that the activities conducted on the land have produced an average yearly gross income of at least twenty-five hundred dollars over the three years immediately preceding the year in which application is made or that the land will produce an anticipated annual gross income of that amount.
3. Evidence of annual gross income may be satisfied by attaching to the application form a short statement stating the number of animals by species and anticipated market value, number of acres of crops to be grown, their expected yield and price per bushel or similar specific information.

G. IS THERE A PENALTY FOR EARLY WITHDRAWAL?

Land removed from this program before the 5-year enrollment period is subject to penalty, per Section 929.02(D) of the Ohio Revised Code. See County Auditor's Office for details on how the amount of the withdrawal penalty is determined.

H. APPEAL OF APPLICATION

The applicant may appeal the denial of the application to the court of common pleas of the county in which the application was filed within thirty days of the receipt of the notice denying the application. When the land lies within a municipality the applicant may also appeal a decision to modify or reject an application to the court of common pleas of the county in which the application was filed within thirty days of the receipt of the notice of modification or rejection. In addition, the applicant may withdraw an application modified by a legislative body if he or she disapproves of the modifications.

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2024 – 042

By: Mayor Perciak and All Members of Council

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

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

WHEREAS, through passage of Resolution No. 2019-072, this Council previously approved a prior similar application for the same property; and

WHEREAS, on March 12, 2024, the Cuyahoga County Fiscal Office notified the City that it has approved the application; and

WHEREAS, this Council held a public hearing on April 1, 2024, within the time prescribed by law, to hear the applicant and any public comments in support of and/or against the granting of the application.

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

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

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

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

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

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

CITY OF STRONGSVILLE, OHIO
RESOLUTION NO. 2024 - 042
Page 2

President of Council

Date Passed: _____

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

Approved: _____
Mayor

Date Approved: _____

Attest: _____
Clerk of Council

Res:
Ord. No. 2024-042 Amended: _____
1st Rdg. 04-01-24 Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

Public Hrg 04-01-24 Ref: _____
Adopted: _____ Defeated: _____



Cuyahoga County
Together We Thrive

Fiscal Office
Appraisal Department

RECEIVED
MAR 12 2022
CITY OF STRONGSVILLE
CITY COUNCIL

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

**Schnittke, Susan L.
11291 Handle Rd
Strongsville, Oh 44136**

Monday, March 11, 2024

The Cuyahoga County Fiscal Office is in receipt of your request for placement of farmland in an Agricultural District. We have reviewed the real property identified in your application dated 1/22/2024.

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

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

The affected permanent parcel numbers and addresses are:

PARCEL ID	ACREAGE	ADDRESS	TAX DISTRICT
398-13-016	4.902	11291 HANDLE RD	650 - STRONGSVILLE

If you have any questions, please e-mail me at Mbrown1@cuyahogacounty.us or call me at 216-698-6590.

Sincerely,

CAUV Coordinator /
Appraisal Systems Analyst

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

Lou Gentile, Appraisal Manager

EXHIBIT A

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

(See page 4 for General Information regarding this Application)

New Application _____
Renewal Application

FARM # 40

INSTRUCTIONS FOR COMPLETING APPLICATION

Print or type all entries.

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

A.

Owner's Name:	SUSAN L. SCHNITKE
Owner's Address:	11291 HANDLE RD. STRONGSVILLE OH 44136
Owner's Email (optional):¹	SLS EQUUS @ AOL.COM
Description of Land as Shown on Property Tax Statement:	PARCEL # 398-13-016 EAST OF HANDLE RD. 1/2 MILE SOUTH OF ALBION RD.
Location of Property:	
Street or Road-	11291 HANDLE RD.
County-	CUYAHOGA

TAX DISTRICT(S)	PARCEL NUMBER(S)	# of Acres
STRONGSVILLE CITY - 650	398-13-016	4.902
Total Number of Acres		4.902

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

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

¹ Enter the "internet identifier record" typically know as an electronic mail address, or any other designation used for self-identification or routing in internet communication or posting, provided for the purpose of receiving communication.

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

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

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

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

If NO, complete the following:

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

Authorization and Declaration

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

Signature of Owner:

Date:

Jessam L Schmitzke

1/22/24

DO NOT COMPLETE FOR OFFICIAL USE ONLY

CAUV Application No. Page # 40

Action of County Auditor

Application Approved Rejected *

Date Application Filed with County Auditor 2/9/24

Date Filed (if required) with Clerk of Municipal Corporation 3/11/24

County Auditor's Signature [Signature] Date 3/11/24

Date Decision Mailed and Emailed¹ to Applicant 3/11/24

Email Address¹ s/sequus@aol.com

OR

Date Decision Sent Certified Mail to Applicant _____

Certified Mail No. _____

Action of Legislative Body of Municipal Corporation

Application Approved Approved with Modifications * Rejected *

Date Application Filed with Clerk _____

Date of Public Hearing _____

Date of Legislative Action _____

Clerk's Signature _____ Date _____

Date Decision Mailed and Emailed¹ to Applicant _____

Email Address¹ _____

OR

Date Decision Sent Certified Mail to Applicant _____

Certified Mail No. _____

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

¹ Enter the "internet identifier record" typically know as an electronic mail address, or any other designation used for self-identification or routing in internet communication or posting, provided for the purpose of receiving communication.

INFORMATION FOR PLACEMENT OF FARMLAND IN AN AGRICULTURAL DISTRICT

A. WHO MAY FILE?

Any owner of land used for agricultural production may file an application to have the land placed in an agricultural district.

B. WHERE TO FILE

The completed application must be filed with the auditor of the county where the land is located. The applicant will be notified of action taken by the county auditor within 30 days of the filing of the application if the land is not within a municipal corporation or an annexation petition has not been filed. If the land for which an application has been made lies within a municipal corporation limit or if an annexation petition that includes the land has been filed with the Board of County Commissioners under Section 709.02 of the Ohio Revised Code, a copy of the application must also be filed with the Clerk of the legislative body of the municipal corporation. The legislative body is required to conduct a public hearing on the application within 30 days after the application has been filed with the Clerk. Within 30 days of the hearing, the legislative body may approve the application, modify and approve the application as modified, or reject the application.

C. WHEN TO FILE AND RENEWAL

The original application may be filed at any time for placement of land in an agricultural district for a five-year period. If at the end of five years, the owner decides to keep some or all of his or her land in a district, he or she shall submit a renewal application and must meet the same land requirements and use the same application process as the original application. The renewal application may be filed at any time after the first Monday in January and prior to the first Monday in March of the year during which an agricultural district terminates, for a period of time ending on the first Monday in April of the fifth year following the renewal application.

D. WHAT IS "LAND USED FOR AGRICULTURAL PRODUCTION?"

In accordance with Section 929.01(A) of the Revised Code, land is devoted to "agricultural production" when it is used for commercial aquaculture, apiculture, animal husbandry, poultry husbandry; the production for a commercial purpose of field crops, tobacco, fruits, vegetables, timber, nursery stock, ornamental shrubs, ornamental trees; flowers or sod; the growth of timber for a noncommercial purpose if the land on which the timber is grown is contiguous to or part of a parcel of land under common ownership that is otherwise devoted exclusively to agricultural use; or any combination of such husbandry, production, or growth; and includes the processing, drying, storage and marketing of agricultural products when those activities are conducted in conjunction with such husbandry, production, or growth.

"Agricultural production" includes conservation practices provided that the tracts, lots, or parcels of the land or portions thereof that are used for conservation practices comprise not more than twenty-five percent of tracts, lots, or parcels of land that are otherwise devoted exclusively to agricultural use and for which an application is filed.

"Conservation practices" are practices used to abate soil erosion as required in the management of the farming operation, and include, but are not limited to, the installation, construction, development, planting, or use of grass waterways, terraces, diversions, filter strips, field borders, windbreaks, riparian buffers, wetlands, ponds, and cover crops for that purpose.

E. WHAT DOES "TRACTS, LOTS, OR PARCELS OF LAND" MEAN?

Tracts, lots, or parcels mean distinct portions of pieces of land (not necessarily contiguous) where the title is held by one owner, as listed on the tax list and duplicate of the county, is in agricultural production and conforms with the requirements of either D1, D2, or D3 below.

F. ARE THERE ANY OTHER REQUIREMENTS?

1. The land for which the application is made must have been used exclusively for agricultural production or devoted to and qualified for payments or other compensation under a land retirement or conservation program under an agreement with a federal agency for the three consecutive calendar years prior to the year in which application is made. Evidence must be shown on the application. If the land contains timber which is not being grown for commercial purposes the land on which the timber is growing must be contiguous to or part of a parcel under common ownership that is otherwise devoted exclusively to agricultural use.
2. If the total amount of land for which application is made is less than 10 acres, there is an additional requirement that the applicant submit evidence with his application that the activities conducted on the land have produced an average yearly gross income of at least twenty-five hundred dollars over the three years immediately preceding the year in which application is made or that the land will produce an anticipated annual gross income of that amount.
3. Evidence of annual gross income may be satisfied by attaching to the application form a short statement stating the number of animals by species and anticipated market value, number of acres of crops to be grown, their expected yield and price per bushel or similar specific information.

G. IS THERE A PENALTY FOR EARLY WITHDRAWAL?

Land removed from this program before the 5-year enrollment period is subject to penalty, per Section 929.02(D) of the Ohio Revised Code. See County Auditor's Office for details on how the amount of the withdrawal penalty is determined.

H. APPEAL OF APPLICATION

The applicant may appeal the denial of the application to the court of common pleas of the county in which the application was filed within thirty days of the receipt of the notice denying the application. When the land lies within a municipality the applicant may also appeal a decision to modify or reject an application to the court of common pleas of the county in which the application was filed within thirty days of the receipt of the notice of modification or rejection. In addition, the applicant may withdraw an application modified by a legislative body if he or she disapproves of the modifications.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 043

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ISSUE AND APPROVE CHANGE ORDER NOS. 8 AND 9 FOR AN INCREASE IN THE CONTRACT PRICE CONSISTENT WITH THE PROVISIONS OF THE CONTRACT BETWEEN THE CITY OF STRONGSVILLE AND GILBANE BUILDING COMPANY IN CONNECTION WITH THE STRONGSVILLE TOWN CENTER PROJECT, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Ordinance No. 2023-106, Council authorized the Mayor to enter into a contract with Gilbane Building Company, in connection with the Strongsville Town Center Project, in the City of Strongsville, (the "Project"), in an amount not to exceed \$8,901,779.00; and

WHEREAS, by and through Ordinance Nos. 2023-137, 2023-158, 2024-011 and 2024-027 the City's authorized Owner's Representative for this Project, RFC Contracting, Inc. recommended, and the City Engineer determined it would be in the best interests of the City to approve Change Order Nos. 1 through 7, to include as part of the Project various additional work required for the Project to continue, all in the net total amount of \$494,360.00, for an increase in the total Project cost to \$9,396,139.00; and

WHEREAS, at this time, the City's authorized Owner's Representative has now recommended, and the City Engineer has determined, it would be in the best interests of the City to include further changes in the work performed or to be performed on the Project by Gilbane Building Company, generally being multiple sub-contractor costs and scope items, as requested by the City and necessary to the Project, all as more fully set forth in Change Order Nos. 8 and 9, attached hereto as Exhibits A and B respectively, and incorporated herein as if fully rewritten, in the total amount of \$74,650.00, for a new total Project cost of \$9,470,789.00; and

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

Section 1. That the Mayor be and is hereby authorized and directed to issue and approve Change Order Nos. 8 and 9 to the contract in the total amount of \$74,650.00, as recommended by the City's Owner's Representative and City Engineer, and reflected on Exhibits A and B respectively; and after the issuance and approval of said Change Order Nos. 8 and 9 and compliance with the terms and conditions of the contract, to direct the Director of Finance to make payment to **GILBANE BUILDING COMPANY** in the additional amount of \$74,650.00, thereby increasing the total Project cost to \$9,470,789.00.

Section 2. That the funds necessary for this Ordinance have been appropriated and shall be paid from the Town Center Fund.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2024 – 043
Page 2

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

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

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
Clerk of Council

Ord. No. 2024-043 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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



AIA Document G701® – 2017

Change Order

PROJECT: (Name and address)
Strongsville Town Center
18100 Royalton Road
Strongsville, OH 44136

CONTRACT INFORMATION:
Contract For: General Construction
Date: 07/26/2023

CHANGE ORDER INFORMATION:
Change Order Number: 008
Date: February 26, 2024

OWNER: (Name and address)
City of Strongsville
16099 Foltz Parkway
Strongsville, OH 44149

ARCHITECT: (Name and address)
Brandstetter Carroll, Inc.
1220 West Sixth Street, Suite 300
Cleveland, OH 44113

CONTRACTOR: (Name and address)
Gilbane Building Company
950 Main Avenue, Suite 1410
Cleveland, OH 44113

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

COR-11 Pavilion Foundation Drainage, Waterline to Bottle Filler, Concrete at Octagon Pavilion

The original Contract Sum was	\$ 8,901,779.00
The net change by previously authorized Change Orders	\$ 494,360.00
The Contract Sum prior to this Change Order was	\$ 9,396,139.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 46,766.00
The new Contract Sum including this Change Order will be	\$ 9,442,905.00

The Contract Time will be unchanged by zero (0) days.
The new date of Substantial Completion will be 08/09/2024

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Brandstetter Carroll, Inc.

ARCHITECT (Firm name)
Manny K. Nozik
SIGNATURE

Nancy Nozik, Vice President
PRINTED NAME AND TITLE

2-26-2024
DATE

CONTRACTOR (Firm name) signed by Dan Focht
DN: C=US,
E=dfocht@gilbaneco.com
O=Gilbane Building Company, OU=Project Manager, CN=Dan Focht
Date: 2024.02.29
DATE

OWNER (Firm name)

SIGNATURE

PRINTED NAME AND TITLE

DATE

EX.A



AIA® Document G701® – 2017

Change Order

PROJECT: (Name and address)
Strongsville Town Center
18100 Royalton Road
Strongsville, OH 44136

CONTRACT INFORMATION:
Contract For: General Construction
Date: 07/26/2023

CHANGE ORDER INFORMATION:
Change Order Number: 009
Date: March 18, 2024

OWNER: (Name and address)
City of Strongsville
16099 Foltz Parkway
Strongsville, OH 44149

ARCHITECT: (Name and address)
Brandstetter Carroll, Inc.
1220 West Sixth Street, Suite 300
Cleveland, OH 44113

CONTRACTOR: (Name and address)
Gilbane Building Company
950 Main Avenue, Suite 1410
Cleveland, OH 44113

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

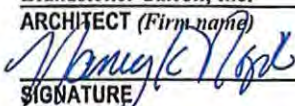
- COR-8r2: Masonry Lintels \$4,160.00
- COR-09: Pavilion Chase Wall, HVAC, Bottle Filler Winterization Pit \$8,404.00
- COR-12: Splashpad Drain Pit Revision \$6,716.00
- COR-18: Gas Piping due to Revised Gas Meter Location \$8,604.00

The original Contract Sum was	\$ 8,901,779.00
The net change by previously authorized Change Orders	\$ 541,126.00
The Contract Sum prior to this Change Order was	\$ 9,442,905.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 27,884.00
The new Contract Sum including this Change Order will be	\$ 9,470,789.00

The Contract Time will be unchanged by zero (0) days.
The new date of Substantial Completion will be 08/09/2024

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Brandstetter Carroll, Inc.
 ARCHITECT (Firm name)

 SIGNATURE
 Nancy Nozik, Vice President
 PRINTED NAME AND TITLE
 8/18/2024
 DATE

CONTRACTOR (Firm name)

 Daniel Focht
 PRINTED NAME AND TITLE
 DATE

OWNER (Firm name)
 SIGNATURE
 PRINTED NAME AND TITLE
 DATE

EX.B

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 044

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ISSUE AND APPROVE CHANGE ORDER NOS. 1 THROUGH 7 FOR AN INCREASE IN THE CONTRACT PRICE CONSISTENT WITH THE PROVISIONS OF THE CONTRACT BETWEEN THE CITY OF STRONGSVILLE AND DIGIOIA-SUBURBAN EXCAVATING, LLC, IN CONNECTION WITH THE PROSPECT ROAD STORM SEWER IMPROVEMENTS PROJECT, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Ordinance No. 2023-130, Council authorized the Mayor to enter into a contract with Digioia-Suburban Excavating, LLC in connection with the Prospect Road Storm Sewer Improvements Project from Albion Road to Fair Road, in the City of Strongsville, (the "Project"), in an amount not to exceed \$3,607,488.50; and

WHEREAS, the City's Engineer has now recommended that it would be in the best interests of the City to include changes in the work performed or to be performed on the Project by Digioia-Suburban Excavating, LLC, generally being additional work required by the Cleveland Water Department for the anticipated watermain lowerings and further work required due to unforeseen conditions encountered in connection with a watermain break, all as more fully set forth collectively on Exhibit A attached hereto and incorporated herein as if fully rewritten, and to provide additional payment for such changes in the work in the amount of \$150,883.95, for a new total Project cost of \$3,758,372.45.

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

Section 1. That the Mayor be and is hereby authorized and directed to issue and approve Change Order Nos. 1 through 7 to the contract in the amount of \$150,883.95, as recommended by the City Engineer and reflected collectively on Exhibit A; and after the issuance and approval of said Change Order Nos. 1 through 7 and completion of such work, to direct the Director of Finance to make payment to **DIGIOIA-SUBURBAN EXCAVATING, LLC** in the additional amount of \$150,883.95, thereby increasing the total Project cost to \$3,758,372.45.

Section 2. That the funds necessary for this Ordinance have been appropriated and shall be paid from the General Capital Improvement Fund, and that the Director of Finance be and is hereby authorized and directed to issue the City's warrants for payment accordingly, and in accordance with the terms and conditions of the contract and change orders.

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

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2024 – 044
Page 2

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

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
Clerk of Council

Ord. No. 2024-044 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

Change Order Request No. 00001



DIGIOIA-SUBURBAN EXCAVATING, LLC
11293 Royalton Rd.
North Royalton, OH 44133

Phone: 440-237-1978
Fax: 440-237-1976
www.digioiasuburban.com

TITLE: Waterline Bypass **DATE:** 3/11/2024
PROJECT: Prospect Road Storm Sewer Improvements **JOB NO:** 23-113
TO: City of Strongsville **CONTRACT NO.:** 0
16099 Foltz Pkwy
Strongsville, OH 44149
Phone: 440-580-3100 Fax:
ATTN: Jamie Kilbane

Description of Change Order Request

Please refer to the included "Extra Work Forms" for additional information and work descriptions

Total Amount of Change Order Request: \$68,962.00

COLLECTED CHANGES

Item	Date	EWO#	Title	Amount
001	1/11/2024	N/A	Waterline Bypass	\$68,962.00
Subtotal Collected Changes:				\$68,962.00
Total Change Order Request Cost:				\$68,962.00

By: _____
Printed Name: _____
Company: _____
Date: _____

By: _____
Printed Name: _____
Company: _____
Date: _____

EX.A

**Proposal
No. 00001**



DIGIOIA-SUBURBAN EXCAVATING, LLC
11293 Royalton Rd.
North Royalton, OH 44133

Phone: 440-237-1978
Fax: 440-237-1976
www.digioiasuburban.com

TITLE:	Waterline Bypass	DATE:	1/11/2024
PROJECT:	Prospect Road Storm Sewer Improvements	JOB NO:	23-113
TO:	City of Strongsville 16099 Foltz Pkwy Strongsville, OH 44149 Phone: 440-580-3100 Fax:	EWO#:	1
		ITEM#:	001

Description of Request

This change request is for the waterline bypass work that is being directed by Cleveland Water, per the plan sheet C-20.0 approved 12/8/23. This change includes furnishing, installing, and removal of 4" fusion weld pipe, valves, fittings, hydrant connections as shown on the plan, and MOT. Also, incidental to this work we anticipate additional concrete pavement removal and replacement, gravel apron removal, concrete apron placement. Our proposal does not include any repair of pipe due to freezing and it does not include any additional CWD fees. Bypass setup in place from 12/11/23 to 2/6/24.

EXTRA WORK PRICING

Cost Type	Item	Description	Quantity	Units	Unit Price	Net Amount
Lump Sum	001	Furnish, Install & Remove 4" Bypass Pipe	1.00	LS	\$68,962.00	\$68,962.00
					Subtotal Extra Work:	\$68,962.00
					Lump Sum:	\$68,962.00
					Allowance:	\$0.00



Prospect Road Sewer Improvements

COR-001 Waterline Bypass				
Description	Qty	Units	Unit Price	Total
Hydrant Temp Connection	6	EA	\$ 2,750.00	\$ 16,500.00
4" Fusion Weld Pipe	1015	LF	\$ 35.20	\$ 35,728.00
Remove Temp Pipe	1015	LF	\$ 11.00	\$ 11,165.00
Maintenance of Traffic	3	EA	\$ 1,856.33	\$ 5,569.00
			Subtotal:	\$ 68,962.00
			Total:	\$ 68,962.00

Change Items by Location

Willow Lane				
Description	Qty	Units	Unit Price	Total
Hydrant Temp Connection	2	EA	\$ 2,750.00	\$ 5,500.00
4" Fusion Weld Pipe	400	LF	\$ 35.20	\$ 14,080.00
Remove Temp Pipe	400	LF	\$ 11.00	\$ 4,400.00
Maintenance of Traffic	1	EA	\$ 1,856.33	\$ 1,856.33
			Subtotal:	\$ 25,836.33

Cedar Creek Drive				
Description	Qty	Units	Unit Price	Total
Hydrant Temp Connection	2	EA	\$ 2,750.00	\$ 5,500.00
4" Fusion Weld Pipe	300	LF	\$ 35.20	\$ 10,560.00
Remove Temp Pipe	300	LF	\$ 11.00	\$ 3,300.00
Maintenance of Traffic	1	EA	\$ 1,856.33	\$ 1,856.33
			Subtotal:	\$ 21,216.33

Castlewood Drive				
Description	Qty	Units	Unit Price	Total
Hydrant Temp Connection	2	EA	\$ 2,750.00	\$ 5,500.00
4" Fusion Weld Pipe	315	LF	\$ 35.20	\$ 11,088.00
Remove Temp Pipe	315	LF	\$ 11.00	\$ 3,465.00
Maintenance of Traffic	1	EA	\$ 1,856.33	\$ 1,856.33
			Subtotal:	\$ 21,909.33

Total: \$ 68,962.00

Change Order Request 1A



DIGIOIA-SUBURBAN EXCAVATING, LLC
 11293 Royalton Rd.
 North Royalton, OH 44133

Phone: 440-237-1978
 Fax: 440-237-1976
www.digioiasuburban.com

TITLE:	Winter Protection - Temp Bypass	DATE:	2/22/2024
PROJECT:	Prospect Road Storm Sewer Improvements	JOB NO:	23-113
TO:	City of Strongsville 16099 Foltz Pkwy Strongsville, OH 44149 Phone: 440-580-3100 Fax: ATTN: Jamie Kilbane	CONTRACT NO.:	0

Description of Change Order Request

Please refer to the included "Extra Work Forms" for additional information and work descriptions

Total Amount of Change Order Request: \$5,370.21

COLLECTED CHANGES

Item	Date	EWO#	Title	Amount
001	1/12/2024	JR52	Add Winter Protection to Temp Bypass	\$1,894.11
002	1/19/2024	JR53	Thaw out bypass line	\$2,729.40
Subtotal Collected Changes:				\$4,623.51
Collected Changes (Labor):				\$2,935.44
Collected Changes (Equipment):				\$1,688.07
Collected Changes (Material):				\$0.00
Collected Changes Sales Tax (0.0%):				\$0.00
Collected Changes (Subcontractor):				\$0.00
Collected Changes (Misc/Fees):				\$0.00
OH Labor & Equipment (15.0%):				\$693.53
OH Material (15.0%):				\$0.00
OH Subcontractor (15.0%):				\$0.00
Subtotal:				\$5,317.04
Bond (1.0%):				\$53.17
Total Change Order Request Cost:				\$5,370.21

By: _____
 Printed Name: _____
 Company: _____
 Date: _____

By: _____
 Printed Name: _____
 Company: _____
 Date: _____

Change Order Request No. 00003



DIGIOIA-SUBURBAN EXCAVATING, LLC
11293 Royalton Rd.
North Royalton, OH 44133

Phone: 440-237-1978
Fax: 440-237-1976
www.digioiasuburban.com

TITLE:	Down Time-Jonathan	DATE:	3/12/2024
PROJECT:	Prospect Road Storm Sewer Improvements	JOB NO:	23-113
TO:	City of Strongsville 16099 Foltz Pkwy Strongsville, OH 44149 Phone: 440-580-3100 Fax: ATTN: Jamie Kilbane	CONTRACT NO.:	0

Description of Change Order Request

Please refer to the included "Extra Work Forms" for additional information and work descriptions

Total Amount of Change Order Request: \$7,719.78

COLLECTED CHANGES

Item	Date	EWO#	Title	Amount
001	12/19/2023	JR-50	Down Time-Jonathan	\$4,301.28
002	12/20/2023	JR-50	Down Time-Jonathan	\$2,345.11
Subtotal Collected Changes:				\$6,646.39
Collected Changes (Labor):				\$3,159.06
Collected Changes (Equipment):				\$3,237.33
Collected Changes (Material):				\$0.00
Collected Changes Sales Tax (0.0%):				\$0.00
Collected Changes (Subcontractor):				\$250.00
Collected Changes (Misc/Fees):				\$0.00
OH Labor & Equipment (15.0%):				\$959.46
OH Material (15.0%):				\$0.00
OH Subcontractor (15.0%):				\$37.50
Subtotal:				\$7,643.35
Bond (1.0%):				\$76.43
Total Change Order Request Cost:				\$7,719.78

By: _____
Printed Name: _____
Company: _____
Date: _____

By: _____
Printed Name: _____
Company: _____
Date: _____

**Change Order Request
No. 00004**



DIGIOIA-SUBURBAN EXCAVATING, LLC
11293 Royalton Rd.
North Royalton, OH 44133

Phone: 440-237-1978
Fax: 440-237-1976
www.digioiasuburban.com

TITLE: Temporary Concrete Pavement **DATE:** 3/14/2024
PROJECT: Prospect Road Storm Sewer Improvements **JOB NO:** 23-113
TO: City of Strongsville **CONTRACT NO.:** 0
16099 Foltz Pkwy
Strongsville, OH 44149
Phone: 440-580-3100 Fax:
ATTN: Jamie Kilbane

Description of Change Order Request

Please refer to the included "Extra Work Forms" for additional information and work descriptions

Total Amount of Change Order Request: \$16,800.00

COLLECTED CHANGES

Item	Date	EWO#	Title	Amount
001	3/14/2024	N/A	6" Temporary Concrete	\$16,800.00
Subtotal Collected Changes:				\$16,800.00
Total Change Order Request Cost:				\$16,800.00

By: _____
Printed Name: _____
Company: _____
Date: _____

By: _____
Printed Name: _____
Company: _____
Date: _____

Change Order Request No. 00005



DIGIOIA-SUBURBAN EXCAVATING, LLC
11293 Royalton Rd.
North Royalton, OH 44133

Phone: 440-237-1978
Fax: 440-237-1976
www.digioiasuburban.com

TITLE:	Pothole Sanitary Connections	DATE:	3/12/2024
PROJECT:	Prospect Road Storm Sewer Improvements	JOB NO:	23-113
TO:	City of Strongsville 16099 Foltz Pkwy Strongsville, OH 44149 Phone: 440-580-3100 Fax: ATTN: Jamie Kilbane	CONTRACT NO.:	0

Description of Change Order Request

Please refer to the included "Extra Work Forms" for additional information and work descriptions. We are requesting an additional 4 calendar days be added to the schedule.

Total Amount of Change Order Request: \$35,990.91

COLLECTED CHANGES

Item	Date	EWO#	Title	Amount
001	2/12/2024	JR56	Pothole & Shoot Existing Sanitary Conn	\$3,424.08
002	2/13/2024	JR57	Pothole & Shoot Existing Sanitary Conn.	\$11,314.06
003	2/14/2024	JR58	Pothole & Shoot Existing San Conn for Elevation	\$9,730.17
004	2/15/2024	JR59	Pothole & Shoot Existing San Conn for Elevation & Local	\$6,518.28
Subtotal Collected Changes:				\$30,986.58
Collected Changes (Labor):				\$12,896.24
Collected Changes (Equipment):				\$13,676.04
Collected Changes (Material):				\$2,289.30
Collected Changes Sales Tax (0.0%):				\$0.00
Collected Changes (Subcontractor):				\$2,125.00
Collected Changes (Misc/Fees):				\$0.00
OH Labor & Equipment (15.0%):				\$3,985.84
OH Material (15.0%):				\$343.40
OH Subcontractor (15.0%):				\$318.75
OH Misc/Fees (15.0%):				\$0.00
Subtotal:				\$35,634.56
Bond (1.0%):				\$356.35
Total Change Order Request Cost:				\$35,990.91

By: _____
Printed Name: _____
Company: _____
Date: _____

By: _____
Printed Name: _____
Company: _____
Date: _____

Change Order Request No. 00006



DIGIOIA-SUBURBAN EXCAVATING, LLC
11293 Royalton Rd.
North Royalton, OH 44133

Phone: 440-237-1978
Fax: 440-237-1976
www.digioiasuburban.com

TITLE:	Breckenridge Water Main Repair	DATE:	2/22/2024
PROJECT:	Prospect Road Storm Sewer Improvements	JOB NO:	23-113
TO:	City of Strongsville 16099 Foltz Pkwy Strongsville, OH 44149 Phone: 440-580-3100 Fax: ATTN: Jamie Kilbane	CONTRACT NO.:	0

Description of Change Order Request

Please refer to the included "Extra Work Forms" for additional information and work descriptions

Total Amount of Change Order Request: \$2,326.98

COLLECTED CHANGES

Item	Date	EWO#	Title	Amount
001	1/30/2024	JR55	Repair Existing 8" Water Main on Breckenridge	\$2,003.43
Subtotal Collected Changes:				\$2,003.43
Collected Changes (Labor):				\$928.05
Collected Changes (Equipment):				\$650.38
Collected Changes (Material):				\$175.00
Collected Changes Sales Tax (0.0%):				\$0.00
Collected Changes (Subcontractor):				\$250.00
Collected Changes (Misc/Fees):				\$0.00
OH Labor & Equipment (15.0%):				\$236.76
OH Material (15.0%):				\$26.25
OH Subcontractor (15.0%):				\$37.50
Subtotal:				\$2,303.94
Bond (1.0%):				\$23.04
Total Change Order Request Cost:				\$2,326.98

By: _____
Printed Name: _____
Company: _____
Date: _____

By: _____
Printed Name: _____
Company: _____
Date: _____

Change Order Request No. 00007



DIGIOIA-SUBURBAN EXCAVATING, LLC
11293 Royalton Rd.
North Royalton, OH 44133

Phone: 440-237-1978
Fax: 440-237-1976
www.digioiasuburban.com

TITLE:	Water Meter Vault Relocation	DATE:	2/22/2024
PROJECT:	Prospect Road Storm Sewer Improvements	JOB NO:	23-113
TO:	City of Strongsville 16099 Foltz Pkwy Strongsville, OH 44149 Phone: 440-580-3100 Fax: ATTN: Jamie Kilbane	CONTRACT NO.:	0

Description of Change Order Request

Please refer to the included "Extra Work Forms" for additional information and work descriptions

Total Amount of Change Order Request: \$3,540.39

COLLECTED CHANGES

Item	Date	EWO#	Title	Amount
001	2/15/2024	JR60	Remove & Relocate Water Meter Vault	\$3,048.12
Subtotal Collected Changes:				\$3,048.12
Collected Changes (Labor):				\$1,293.85
Collected Changes (Equipment):				\$910.53
Collected Changes (Material):				\$843.75
Collected Changes Sales Tax (0.0%):				\$0.00
Collected Changes (Subcontractor):				\$0.00
Collected Changes (Misc/Fees):				\$0.00
OH Labor & Equipment (15.0%):				\$330.66
OH Material (15.0%):				\$126.56
OH Subcontractor (15.0%):				\$0.00
Subtotal:				\$3,505.34
Bond (1.0%):				\$35.05
Total Change Order Request Cost:				\$3,540.39

By: _____
Printed Name: _____
Company: _____
Date: _____

By: _____
Printed Name: _____
Company: _____
Date: _____

CHANGE ORDER

Order No. # 1-7
Date: April 1, 2024
Agreement Date: September 15, 2023

Name of PROJECT: **Prospect Road Storm Sewer Improvements – Albion to Fair Road**

CONTRACTOR: **DiGioia-Suburban Excavating, LLC**

The following changes are hereby made to the CONTRACTOR DOCUMENTS:

Justification: Project close out to actual quantities

Change to CONTRACT PRICE

Original CONTRACT PRICE: **\$3,607,488.50**

Current CONTRACT PRICE adjusted by Previous CHANGE ORDER: **N/A**

The CONTRACT PRICE due to this CHANGE ORDER will be **increased** by: **\$150,883.95**

The new CONTRACT PRICE including this CHANGE ORDER will be: **\$3,758,372.45**

Change to CONTRACT TIME: **N/A**

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

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

Requested by: _____
DiGioia-Suburban Excavating, LLC

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

Accepted by: _____
Mayor Thomas P. Perciak

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 045

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR IMPROVEMENTS TO VARIOUS STREETS IN THE CITY OF STRONGSVILLE IN CONNECTION WITH THE 2024 PAVEMENT RECONSTRUCTION PROGRAM, AND DECLARING AN EMERGENCY.

WHEREAS, the City has advertised and received bids for improvements to various streets in the City of Strongsville in connection with the 2024 Pavement Reconstruction Program; and

WHEREAS, Council is desirous of proceeding to award and enter into a contract for such improvements.

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

Section 1. That this Council hereby finds and determines that the bid submitted by **SET IN STONE CONTRACTING, LLC** for improvements to various streets in the City of Strongsville, in connection with the 2024 Pavement Reconstruction Program, meets the specifications on file in the office of the City Engineer; is in compliance with the applicable requirements for bids and contracts established by the laws of the City and the State; and is the lowest and best bid for the proposed contract. Any minor defects or informalities in the bidding process are hereby waived. All other bids for this contract are hereby rejected.

Section 2. That accordingly, the Mayor be and is hereby authorized and directed to enter into a contract with the aforesaid lowest and best bidder in an amount not to exceed \$2,303,100.50 for improvements to various streets in the City of Strongsville, in connection with the 2024 Pavement Reconstruction Program, and in a form approved by the Law Director.

Section 3. That the funds for the purposes of this Ordinance have been appropriated and shall be paid from the General Capital Improvement Fund.

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

Section 5. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to authorize execution of said contract in order to improve various public roadways in the City, ensure safe travel for the residents and 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; otherwise from and after the earliest period allowed by law.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2024 – 045
Page 2

President of Council

Date Passed: _____

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

Approved: _____
Mayor

Date Approved: _____

Attest: _____
Clerk of Council

Ord. No. 2024-045 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 046

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A COMMUNITY COST-SHARE AGREEMENT BETWEEN THE NORTHEAST OHIO REGIONAL SEWER DISTRICT AND THE CITY OF STRONGSVILLE, IN ORDER FOR THE DISTRICT TO PROVIDE REIMBURSEMENT OF FUNDS TO THE CITY IN CONNECTION WITH THE PROGRESS DRIVE CULVERT REPLACEMENT PROJECT, AND DECLARING AN EMERGENCY.

WHEREAS, the Northeast Ohio Regional Sewer District ("District"), pursuant to the authority of Chapter 6119 of the Ohio Revised Code and Title V of the District's Stormwater Management Code, is authorized to provide planning, financing, design, improvement, construction, inspection, monitoring, maintenance, operation and regulation for the handling of stormwater runoff to member communities; and

WHEREAS, by and through Ordinance No. 2016-057, this Council authorized the Mayor to enter into a Regional Stormwater Management Program Service Agreement with the District in order to provide delivery of District Regional Stormwater Management Program services within the City of Strongsville; and

WHEREAS, in conjunction with the aforementioned Stormwater Management Agreement, on May 16, 2013, by and through Resolution No. 114-13, the District was authorized to enter into Regional Stormwater Management Program Community Cost-Share Program Agreements with certain member communities; and

WHEREAS, the District, as a component of implementing such Regional Stormwater Management Program, manages a financial account termed the "Community Cost-Share Account" that is for the aggregation and dissemination of funds derived from revenues collected from member communities' Stormwater Fees; and

WHEREAS, the purpose of the Community Cost-Share Account is to provide funding to assist the City with District-approved projects through the Community Cost-Share Program; and

WHEREAS, the Community Cost-Share Program funds are used for construction, operation, and maintenance of the Local Stormwater System, including administrative costs directly associated with such projects, as well as costs related to repair or upgrade; and

WHEREAS, the City of Strongsville has determined it necessary to replace the Progress Drive culvert, 540 feet east of Alameda Drive and 3,280 feet west of Pearl Road, by replacing the existing steel plate arch culvert under Progress Drive with a concrete arch, together with the necessary appurtenances required, and replacing pavement where necessary, all in connection with the Progress Drive Culvert Replacement Project; and

WHEREAS, the District supports the Progress Drive Culvert Replacement Project as a Community Cost-Share Project.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 046

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 and execute a Community Cost-Share Agreement with the Northeast Ohio Regional Sewer District in order for the District to allocate and provide reimbursement of funds up to \$800,000.00 to the City of Strongsville, in connection with the Progress Drive Culvert Replacement Project, a copy of which Agreement is substantially in the form attached hereto and marked as Exhibit "1".

Section 2. That the funds for the purposes of this Ordinance have been appropriated and shall be paid from the Drainage Levy 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 Agreement in order to receive the City's share of funds available through the District's Community Cost-Share Policy. 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. 2024-046 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

**COMMUNITY COST-SHARE AGREEMENT
BY AND BETWEEN
THE NORTHEAST OHIO REGIONAL SEWER DISTRICT
AND
CITY OF STRONGSVILLE**

This Agreement is made and entered into this _____ day of _____, 2024, by and between the Northeast Ohio Regional Sewer District (District) acting pursuant to Resolution No. 114-13, adopted by the Board of Trustees of the District on May 16, 2013 (Exhibit “A”), and City of Strongsville (City) acting pursuant to Ordinance/Resolution No. 2024-046, adopted on April 15, _____, 2024 (Exhibit “B”).

Recitals

WHEREAS, the District, as a component of implementing a regional stormwater management program, manages a financial account termed the “*Community Cost-Share Account*” that is for the aggregation and dissemination of funds derived from revenues collected from the Stormwater Fee; and

WHEREAS, the purpose of the Community Cost-Share Account is to provide funding to assist the City with District-approved projects through the Community Cost-Share Program; and

WHEREAS, the Community Cost-Share Program funds are used for construction, operation, and maintenance of the Local Stormwater System or Regional Stormwater System, including administrative costs directly associated with such projects as well as costs related to repair or upgrade; and

WHEREAS, the District supports the Community Cost-Share Progress Drive Culvert Replacement project (the “Project”) as a Community Cost-Share project proposed by the City; and

NOW THEREFORE, in consideration of the foregoing, the payment and the mutual promises contained in this Agreement, the parties agree as follows:

Article 1.0 **City Obligations**

- 1.1 The City agrees to perform as follows:
 - 1.1.1 Complete work as detailed in the District approved Community Cost-Share application. (Exhibit “C”)
 - 1.1.2 Complete and submit Progress Reports when submitting a Request for Payment as needed, or within thirty (30) days of close of the Project, in accordance with the *Community Cost-Share Program Policy*.
 - 1.1.3 Notify the City’s Watershed Team Leader at least seven (7) business days prior to the start of the Project.

EX. 1

- 1.1.4 Meet with District staff when requested to review the Project status.
 - 1.1.5 Obtain all necessary legal agreements with affected property owners to perform the Project and to bind any successor in title to maintain compliance as specified in this Agreement between the District and City for the Project.
 - 1.1.6 Comply with all applicable local, state and federal requirements. This may include, but is not limited to, U.S. Army Corp of Engineers Section 404, Ohio EPA Section 401 water quality certification, and Ohio Department of Natural Resources Dam Safety Laws.
 - 1.1.7 If the City fails to maintain the Project in accordance with this Agreement, the City shall be liable for the full amount of any Community Cost-Share Program funds paid for the Project. Such amount shall be offset against the City Community Cost-Share Account.
 - 1.1.8 Submit requests for approval to modify the budget, deadline, deliverables, or other components of the Project to the City's Watershed Team Leader at least 30 business days prior to the desired date of execution of the modification.
 - 1.1.9 Acknowledge the District on any public advertisement or outreach efforts including all publications and signage related to the Project which shall include the following disclaimer:

This project was funded in part or totally through the Northeast Ohio Regional Sewer District (NEORS) Community Cost-Share Program in coordination with City, under the provisions of the NEORS Regional Stormwater Management Program. The contents and views, including any opinions, findings, or conclusions or recommendations, contained in this publication are those of the authors and have not been subject to NEORS review and may not necessarily reflect the views of NEORS, and no official endorsement should be inferred.
 - 1.1.10 Provide the District the opportunity to have design approval for any signage or public education and outreach efforts related to the Project.
 - 1.1.11 Permit the District to photograph the Project and to incorporate the Project into the District's overall public education and outreach efforts for stormwater management.
- 1.2 Failure to meet any of the requirements listed in Article 1.1 may result in termination of this Agreement and reimbursement of disbursed funds to the District.

Article 2.0 **District’s Obligations**

2.1 The District agrees to perform as follows:

2.1.1 Allocate \$800,000.00 to the City for the Project from the City’s Community Cost-Share Account.

2.1.2 Provide reimbursement of funds up to \$800,000.00 to the City within sixty (60) days of receipt of a complete Request for Payment from the City, detailing costs related to the Project.

2.1.3 Timely review and approval or disapproval of requests to modify the budget, deadline, deliverables, or other components of the Project.

2.1.4 Acknowledge the City in presentations or publications related to the Project.

2.3 The District is not liable for any and all claims, damages, losses, liens, causes of action, suits, judgments, and expenses of any nature, kind or description, that result from and to the extent caused by the acts or omissions of the City, the design professional, and the contractor, including all of their officers, owners, principals, subcontractors, employees, and agents. The District is not responsible for the accuracy, correctness and reliability of the plans as it is not reviewing or approving any plans as to the suitability of the design/fitness for a particular purpose.

Article 3.0 **Dispute Resolution**

3.1 The Parties shall continue the performance of their obligations under this Agreement notwithstanding the existence of a dispute.

3.2 The Parties shall first try to resolve the dispute at the level of the designated representatives as follows:

District Representative	City Representative
Watershed Team Leader	City Engineer

If the Parties are unable to resolve the dispute at that level within ten (10) working days, the Parties shall escalate the dispute to the following level to resolve the dispute:

District Representative	City Representative
Director of Watershed Programs	Mayor

3.3 If the Parties remain unable to resolve the dispute within an additional ten (10) working days, the Parties shall proceed to mediation upon request by either party. The mediator shall review all documents and written statements, in order to accurately and effectively resolve the dispute. The mediator shall call a meeting between the Parties within ten (10) working days after mediator appointment, which meeting shall be attended by at least the

respective representatives listed in paragraph 3.02 above. The Parties shall attempt in good faith to resolve the dispute. The Parties agree to follow the Uniform Mediation Act, Chapter 2710 of the Ohio Revised Code. The Parties shall share the cost of the mediator equally.

- 3.4 Such mediation shall be non-binding between the Parties and, to the extent permitted by law, shall be kept confidential. If the dispute is resolved and settled through the mediation process, the decision will be implemented by a written agreement signed by both Parties. If the dispute is unable to be resolved through mediation, the Parties agree to submit the dispute to the appropriate jurisdiction as per Article 4, Remedies, below.

Article 4 **Remedies**

- 4.1 The Parties agree that, after exhausting the dispute resolution process outlined above, all claims, counter-claims, disputes and other matters in question between the Parties arising out of or relating to this Agreement, or the breach thereof, will be decided at law. This Agreement shall be governed by and interpreted according to the laws of the State of Ohio.

Article 5 **Counterpart Signatures**

- 5.1 This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but which counterparts when taken together shall constitute one Agreement.

Article 6 **Governing Law**

- 6.1 The terms and provisions of this Agreement shall be construed under and governed by the laws of Ohio (to which all Parties hereto consent to venue and jurisdiction).

Article 7 **Disclaimer of Joint Venture**

- 7.1 This Agreement is not intended to create a joint venture, partnership or agency relationship between the Parties, and such joint venture, partnership, or agency relationship is specifically hereby disclaimed.

Article 8 **Authority to Execute**

- 8.1 Each person executing this Agreement represents and warrants that it is duly authorized to execute this Agreement by the party on whose behalf it is so executing.

Article 9 **Exhibits**

The following exhibits are attached hereto and incorporated herein:

- Exhibit "A" – District Resolution
- Exhibit "B" – City Ordinance/Resolution
- Exhibit "C" – District-Approved Community Cost Share Application

The parties have executed this Agreement on the day and year first above written.

NORTHEAST OHIO REGIONAL SEWER DISTRICT

BY: _____
Kyle Dreyfuss-Wells
Chief Executive Officer

AND

BY: _____
Darnell Brown, President
Board of Trustees

CITY OF STRONGSVILLE

By: _____
Title: Thomas P. Perciak, Mayor

The Legal Form and Correctness of this Instrument is hereby Approved:

CITY OF STRONGSVILLE

~~Assistant~~/Director of Law
Neal M. Jamison

This Instrument Prepared By:

Anka M. Davis
Assistant General Counsel
Northeast Ohio Regional Sewer District

Each party agrees that this Agreement may be executed and distributed for signatures via email, and that the emailed signatures affixed by both parties to this Agreement shall have the same legal effect as if such signatures were in their originally written format.

[FOR NEORS D USE]

AGREEMENT NO.

NORTHEAST OHIO REGIONAL SEWER
DISTRICT

WITH

CITY OF STRONGSVILLE

FOR

COMMUNITY COST-SHARE PROJECT:
PROGRESS DRIVE CULVERT REPLACEMENT

Total Approximate Cost: \$800,000.00

The legal form and correctness of the within
instrument are hereby approved.

ERIC J. LUCKAGE
CHIEF LEGAL OFFICER

Date

CERTIFICATION

It is hereby certified that the amount required to
meet the contract, agreement, obligation, payment
or expenditure, for the above, has been lawfully
appropriated or authorized or directed for such
purpose and is in the Treasury or in process of
collection to the credit of the fund free from any
obligation or certification now outstanding.

KENNETH J. DUPLAY
CHIEF FINANCIAL OFFICER

Date

Budget Center 8100

EXHIBIT A

NORTHEAST OHIO REGIONAL SEWER DISTRICT
RESOLUTION NO. 114-13

Authorizing the Executive Director to enter into Regional Stormwater
Management Program Community Cost-Share Program Agreements
with Member Communities.

WHEREAS, the Code of Regulations of the Northeast Ohio Regional Sewer District, Title V – Stormwater Management Code Chapter 9 outlines the Community Cost-Share Program developed to provide funds to District Member Communities for construction, operation and maintenance activities of community-specific stormwater management projects; and

WHEREAS, under the Community Cost-Share Program, 25% of the annual collected stormwater revenue from each Member Community will be held by the District in a Community Cost-Share account, whereby Communities, with review and approval by the District, through specific applications outlining the community-specific stormwater work to be performed can access reimbursement of their funds; and

WHEREAS, the District is seeking authority to enter into Regional Stormwater Management Program Community Cost-Share Program Agreements with Member Communities for the purpose of detailing and memorializing responsibilities of the District and Member Communities under specific applications to the Community Cost-Share Program;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE NORTHEAST OHIO REGIONAL SEWER DISTRICT:

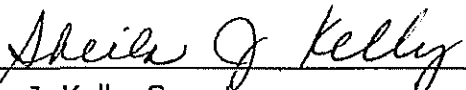
Section 1. That this Board finds that for the reasons stated in the preamble hereof it is in the best interests of the District to enter into Regional Stormwater Management Program Cost-Share Program Agreements with Member Communities to memorialize responsibilities of the District and Member Communities under specific applications to the Community Cost-Share Program.

Section 2. That this Board hereby authorizes the Executive Director to enter into Regional Stormwater Management Program Cost-Share Agreements with Member Communities to memorialize responsibilities of the District and Member Communities under specific applications to the Community Cost-Share Program under such terms and conditions that are satisfactory to the Director of Law and in the best interests of the District.

Section 3. That this Board authorizes the Executive Director to execute all documents and do all things necessary to effect the terms and conditions of the Stormwater Management Program Direct Billing Agreements with Member Communities.

Section 4. That this Board declares that all formal actions of the Board concerning and relating to the adoption of this resolution and that all deliberations of the Board and any of its committees that resulted in said formal action were conducted in meetings open to the public and in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

On motion of Mayor Starr seconded by Mr. O'Malley, the foregoing resolution was unanimously adopted on May 16, 2013.



Sheila J. Kelly, Secretary
Board of Trustees
Northeast Ohio Regional Sewer District

EXHIBIT B

(Insert Member Community
Ordinance/Resolution)

EXHIBIT C



Community Cost-Share Program APPLICATION

Member Community Information

Community: City of Strongsville

Primary Project Contact: Lori Daley
(Name & Title) Assistant City Engineer

Mailing Address: 16099 Foltz Parkway
Strongsville, OH 44149

Phone Number: 440-580-3123

Email: lori.daley@strongsville.org

Project Information

Project Title: Progress Drive Culvert Replacement

Address or Location of Project: Progress Drive, 540' East of Alameda Drive
and 3,280' West of Pearl Road

Project Start Date: June 1, 2024

Project End Date: January 31, 2025

Community Cost-Share Fund Request: \$800,000

Submission Date: January 29, 2024



Project Narrative

1) Project Summary (1,000 word maximum)

Describe the Project and include the following information, as applicable:

- Describe the Project and deliverables; provide a map if applicable
- Submit a deliverable worksheet listing tasks and deliverables with start dates and end dates for the significant benchmarks.
- List permitting requirements necessary to initiate and complete project and how the requirements will be met.

This project consists of replacing and existing (2) 9'-4" x 6'-3" Steel Plate Arch culvert under Progress Drive with a 18' x 7' concrete arch. This culvert is designated as NEORS D Asset ID BL00212. The culvert is located under an industrial roadway, so pavement replacement is necessary for the construction. See plans attached.

The proposed schedule is as follows:

March 2024 - Complete Plans

April 2024-May 2024 - Bidding process

June 2024 - Begin construction

January 2025 - End Construction



2) Ability to Provide Long Term Maintenance (500 word maximum)

Describe the plans for long-term maintenance, addressing the following question:

- Who is responsible to provide on-going maintenance for the project and how will maintenance be ensured?
- Provide documentation of scheduled maintenance and operation for completed stormwater project(s).

The culvert will be owned and maintained by the City of Strongsville. Routine inspections will be performed by the Engineering and Service departments.



3) Visibility and Public Outreach: (500 word maximum)

Public outreach is required if appropriate for your project.

- What audiences will be exposed to this Project (neighbors, students, community groups, general public)?

Public outreach is not required for this project, however in accordance with law all appropriate legislation will be voted on at a public council meeting.



4) **Budget Summary** (500 words maximum)

The Budget Summary and Project Budget (*see page 3*) represent the Community Cost-Share Project components exclusively. Include details on the provider of all services such as design, engineering, construction management and materials including specific material cost, equipment, and hourly rate.

If an engineer's estimate is included with the application, indicate which line items are included in the Community Cost-Share Project application.

The construction cost estimate for this project is \$1,005,680.
See engineer's estimate attached.

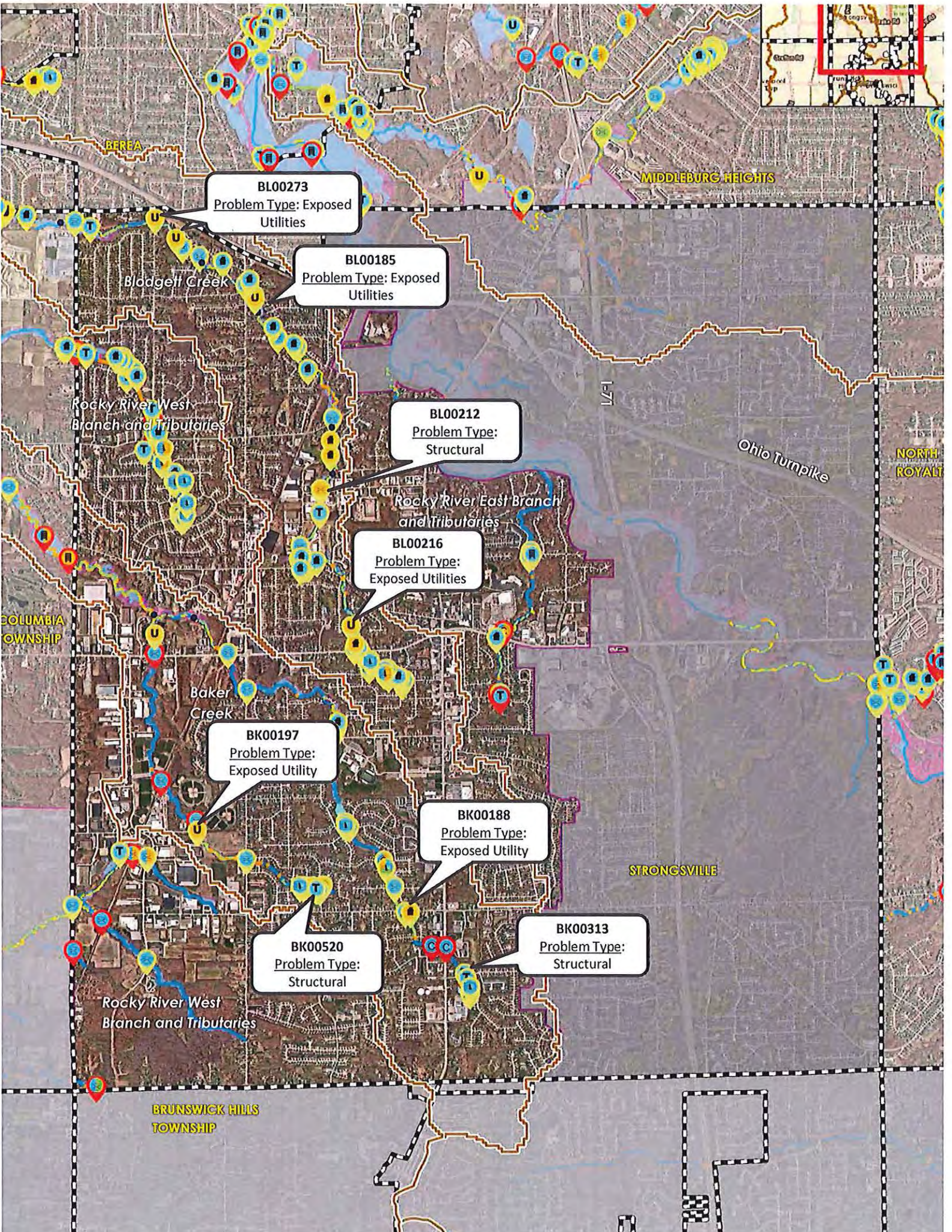


Vendor Registration

Prior to submission, ensure that the Member Community is a registered vendor with the District. Vendor Registration can be done by accessing http://www.neorsd.org/isupplier_homepage.php and completing the New Vendor Registration. If unsure of the Member Community vendor status, by initiating the New Vendor Registration a message of active registration will appear if currently registered as a vendor.

Project Budget

Project Expenses	Community Cost-Share Expense	Line Item Description
Professional Services		
Personnel <i>(Member Community staff only)</i>		
Subcontract		
Equipment		
Materials	\$800,000	Construction
Other		
TOTAL	\$ 800,000	



BL00273
Problem Type: Exposed Utilities

BL00185
Problem Type: Exposed Utilities

BL00212
Problem Type: Structural

BL00216
Problem Type: Exposed Utilities

BK00197
Problem Type: Exposed Utility

BK00188
Problem Type: Exposed Utility

BK00520
Problem Type: Structural

BK00313
Problem Type: Structural

1.4.2 Baseline Recommendations

As previously discussed, baseline recommendations are defined as assets/BTUs where an action would need to be taken, regardless of alternatives evaluation. **Table 1-2** below provides a summary of the baseline actions recommended in Strongsville.

Table 1-2: Strongsville Baseline Recommendations

Asset ID	Subwatershed	Problem Asset Type	Recommended Baseline Action	Cost
BL00185	Blodgett	Utility BTU	Identify and notify utility owner of exposed gas line	N/A
BL00185	Blodgett	Utility BTU	Identify and notify utility owner of exposed gas line	N/A
BL00185	Blodgett	Utility BTU	Identify and notify utility owner of exposed gas line	N/A
BL00212 (Progress Drive)	Blodgett	Crossing	Replace corrugated metal culvert with open bottom concrete culvert to provide higher strength and maximized longevity while improving hydraulic performance.	\$663,000
BL00216	Blodgett	Utility BTU	Identify and notify utility owner of threatened outfall headwall	N/A
BL00273	Blodgett	Utility BTU	Identify and notify utility owner of exposed utility line	N/A
BL00273	Blodgett	Utility BTU	Identify and notify utility owner of threatened outfall pipe	N/A
N/A	Blodgett	Stream	Encourage adoption of the Chagrin River Watershed Partners model ordinance for riparian setbacks.	N/A
BK00188	Baker Creek	BTU - Utility	Identify utility owner and determine whether line is active. Coordinate to have owner protect utility if active. This is a no cost action.	N/A
BK00197	Baker Creek	BTU - Utility	Identify utility owner and determine whether line is active. Coordinate to have owner protect utility if active. This is a no cost action.	N/A
BK00313	Baker Creek	Culverted Stream	Increased monitoring; refer to Appendix M in the Baker Creek SWMP for details.	N/A
BK00520	Baker Creek	Culverted Stream	Rehabilitation of one segment of closed conduit. Refer to Appendix M in the Baker Creek SWMP for more details.	\$53,800

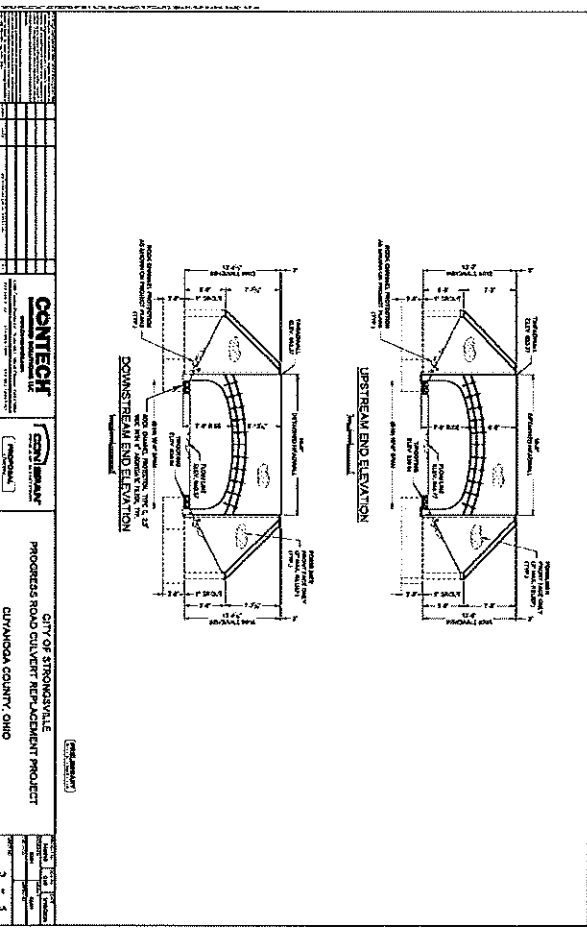
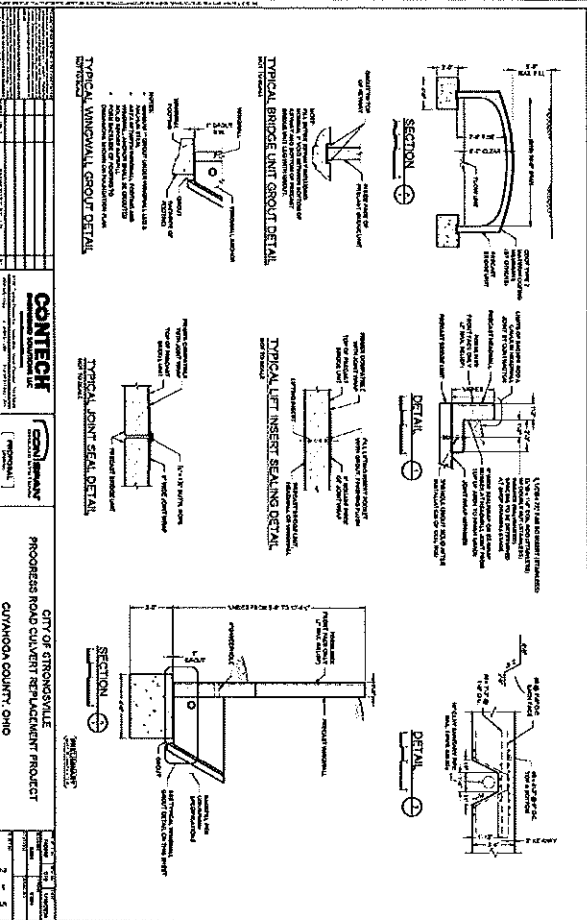
City of Strongsville
 Progress Drive Culvert Replacement

Engineer's Estimate
 1/23/2024

Engineer's Estimate	
---------------------	--

ITEM NO.	ODOT Item	DESCRIPTION	BID QUANTITY	UNITS	UNIT PRICE	BID AMOUNT
1	202	Clearing and Grubbing, As Per Plan	1	LS	\$ 12,500.00	\$ 12,500.00
2	202	Pavement Removed (ODOT Item 202) including curb	1050	SY	\$ 16.00	\$ 16,800.00
3	202	Walk Removed (ODOT Item 202), As Directed	200	SF	\$ 5.00	\$ 1,000.00
4	608	4" Concrete Walk, As Directed	200	SF	\$ 12.00	\$ 2,400.00
5	203	Excavation of Roadway Base, As Per Plan	175	CY	\$ 34.00	\$ 5,950.00
6	451	10" Reinforced Concrete Pavement, Class QC MS (ODOT Item 451)	750	SY	\$ 125.00	\$ 93,750.00
7	254	Subgrade Compaction (ODOT Item 204)	1050	SY	\$ 5.00	\$ 5,250.00
8	304	Aggregate Base (ODOT Item 304), 6" base	175	CY	\$ 65.00	\$ 11,375.00
9	451	8" Reinforced Concrete Apron Industrial, As Directed (ODOT Item 608)	300	SY	\$ 120.00	\$ 36,000.00
10	202	Pipe Removed, Under 24" (ODOT Item 202) (contingency)	60	LF	\$ 5.00	\$ 300.00
11	202	Pipe Removed, Over 24" (ODOT Item 202)	20	LF	\$ 50.00	\$ 1,000.00
12	611	36" Conduit, Type B, 706.02 (ODOT Item 611)	10	LF	\$ 325.00	\$ 3,250.00
13	611	42" Conduit, Type B, 706.02 (ODOT Item 611)	10	LF	\$ 425.00	\$ 4,250.00
14	202	Storm Structure Removed (CB or MH)	3	Each	\$ 1,200.00	\$ 3,600.00
15	611	ODOT No. 3 Manhole, 60" dia. Base (ODOT Item 611)	1	Each	\$ 4,000.00	\$ 4,000.00
16	611	ODOT No. 3 Manhole, 72" dia. Base (ODOT Item 611)	1	Each	\$ 5,000.00	\$ 5,000.00
17	611	Manhole Adjusted to grade, As Per Plan	1	Each	\$ 700.00	\$ 700.00
18	611	Catch Basin Reconstruction, As Per Plan	2	Each	\$ 750.00	\$ 1,500.00
19	605	4" Underdrains with Geotextile Fabric (ODOT Item 605)	600	LF	\$ 16.00	\$ 9,600.00
20	671	Erosion Control Mat	450	SY	\$ 5.00	\$ 2,250.00
21	659	Seeding and Mulching, (Class 1), As Per Plan	950	SY	\$ 4.00	\$ 3,800.00
22	659	Seeding and Mulching, (Class 3B), As Per Plan	450	SY	\$ 4.00	\$ 1,800.00
23	659	Soil Analysis Test (ODOT Item 659)	2	Each	\$ 150.00	\$ 300.00
24	659	Topsoil (ODOT Item 659)	170	CY	\$ 60.00	\$ 10,200.00
25	659	Commercial Fertilizer (ODOT Item 659)	0.13	Ton	\$ 1,000.00	\$ 130.00
26	659	Lime (ODOT Item 659)	0.3	Acre	\$ 500.00	\$ 150.00
27	659	Water (ODOT Item 659)	6	Mgal	\$ 30.00	\$ 180.00
28	614	Maintaining Traffic (ODOT Item 614)	1	LS	\$ 30,000.00	\$ 30,000.00
29	622	Portable Barriers (ODOT Item 622)	250	Ft.	\$ 32.00	\$ 8,000.00
30	614	Work Zone Edge Line, Class 1, 4", 740.06, Type 1 (White) (ODOT Item 614)	0.8	Mi.	\$ 6,000.00	\$ 4,800.00
31	614	Work Zone Double Yellow Line, Class 1, 740.06, Type 1 (ODOT Item 614)	0.4	Mi.	\$ 9,000.00	\$ 3,600.00
32	614	Work Zone Stop Line, Class 1, 740.06, Type 1 (ODOT Item 614)	30	Ft.	\$ 5.00	\$ 150.00
33	642	Centerline (solid double), Type 1 (ODOT 642)	500	Ft.	\$ 2.50	\$ 1,250.00
34	614	Portable Changeable Message Signs (ODOT Item 614)	4	Months	\$ 1,800.00	\$ 7,200.00
35	SPEC	River Rock/ Landscape Stone	8	CY	\$ 75.00	\$ 600.00
36	202	Structure Removed, As Per Plan	1	LS	\$ 25,000.00	\$ 25,000.00
37	503	Unclassified Excavation, (Wingwall Footing) As Per Plan	1	LS	\$ 6,000.00	\$ 6,000.00
38	503	Unclassified Excavation, (Culvert Footing) As Per Plan	1	LS	\$ 6,000.00	\$ 6,000.00
39	503	Unclassified Excavation, (Sediment Removal) As Per Plan	1	LS	\$ 11,000.00	\$ 11,000.00
40	203	Granular Material, Type B, (ODOT 57 Limestone)	120	CY	\$ 65.00	\$ 7,800.00
41	203	Embankment, (Backfill/Grading of Wingwalls)	1	LS	\$ 2,500.00	\$ 2,500.00
42	503	Cofferdams, Excavation Bracing, Cribs, Sheeting As Per Plan	1	LS	\$ 40,000.00	\$ 40,000.00
43	509	Epoxy Coated Reinforcing Steel	5140	Lbs.	\$ 3.25	\$ 16,705.00
44	511	Precast Wingwall, Retaining/Wingwall Above Footing, As Per Plan	15	CY	\$ 1,500.00	\$ 22,500.00
45	511	Class QC1 Concrete, Footing (Wingwall and Culvert), As Per Plan	130	CY	\$ 450.00	\$ 58,500.00
46	511	Precast Headwalls, As Per Plan	2	EA	\$ 5,000.00	\$ 10,000.00

47	512	Type 2 Waterproofing, As Per Plan	200	SY	\$ 40.00	\$ 8,000.00
48	512	Type 3 Waterproofing, As Per Plan	250	SY	\$ 46.00	\$ 11,500.00
49	512	Sealing of Concrete Surfaces (Epoxy-Urethane), As Per Plan	212	SY	\$ 50.00	\$ 10,600.00
50	516	1" Preformed Expansion Joint Filler	95	SF	\$ 10.00	\$ 950.00
51	518	Porous Backfill with Geotextile Fabric, As Per Plan	1	LS	\$ 3,000.00	\$ 3,000.00
52	611	Conduit, Type A, Precast Reinforced Concrete Arch Sections, As Per Plan, (18' x 6'), 706.052	82	LF	\$ 2,500.00	\$ 205,000.00
53	601	Rock Channel Protection, Type B, Keyed into Rock Grouted in Place	468	CY	\$ 155.00	\$ 72,540.00
54	601	Rock Channel Protection, Type C, 2'-5" Thick with 6" aggregate filter (Typ.)	80	CY	\$ 165.00	\$ 13,200.00
55	623	Construction Layout Stakes and Surveying, As Per Plan	1	LS	\$ 3,000.00	\$ 3,000.00
56	SPEC	Utility Allowance	1	LS	\$ 60,000.00	\$ 60,000.00
57	624	Mobilization	1	LS	\$ 25,000.00	\$ 25,000.00
58	670	Erosion and Sediment Control	1	LS	\$ 2,000.00	\$ 2,000.00
59	670	Storm Water Pollution Prevention Plan	1	LS	\$ 1,500.00	\$ 1,500.00
60	670	Storm Water Pollution Prevention Inspections	1	LS	\$ 500.00	\$ 500.00
61	616	Water	5	MGAL	\$ 50.00	\$ 250.00
62	616	Calcium Chloride	1	TON	\$ 100.00	\$ 100.00
63	SPEC	Preconstruction Video	1	LS	\$ 1,000.00	\$ 1,000.00
64	638	12" Waterline Lowering, Complete in Place	1	LS	\$ 50,000.00	\$ 50,000.00
65	638	CWD Fees	1	LS	\$ 7,000.00	\$ 7,000.00
66	638	Water Service Reconnections	3	Each	\$ 2,000.00	\$ 6,000.00
67	638	Chlorination Pit	1	Each	\$ 1,500.00	\$ 1,500.00
68	638	Hydrant Assembly	1	Each	\$ 2,000.00	\$ 2,000.00
69	SPEC	Temporary Construction zone fencing	1	LS	\$ 400.00	\$ 400.00
70	SPEC	Install Trees, planted w/ 2 year guarantee	6	EA.	\$ 750.00	\$ 4,500.00
71	613	Low Strength Mortar Backfill, Type 2 (contingency)	50	CY	\$ 110.00	\$ 5,500.00
72	615	Pavement for Maintaining Traffic, Class A	120	SY	\$ 100.00	\$ 12,000.00
GRAND TOTAL						\$ 1,005,680.00



CONTECH

CITY OF STRONGSVILLE

PROGRESS DRIVE CULVERT REPLACEMENT PROJECT

DIVAHOCA COUNTY, OHIO

SPECIFICATIONS FOR MANUFACTURE AND INSTALLATION OF CONSPANG BRIDGE SYSTEMS

1.0 GENERAL

1.1 SUMMARY

1.2 REFERENCES

1.3 MATERIALS

1.4 FABRICATION

1.5 INSTALLATION

1.6 MAINTENANCE

1.7 PROTECTION

1.8 TESTING

1.9 ACCEPTANCE

1.10 WARRANTY

CONTECH

CITY OF STRONGSVILLE

PROGRESS DRIVE CULVERT REPLACEMENT PROJECT

DIVAHOCA COUNTY, OHIO

SPECIFICATIONS FOR MANUFACTURE AND INSTALLATION OF CONSPANG BRIDGE SYSTEMS (CONT'D)

1.11 GENERAL NOTES

1.12 MATERIALS

1.13 FABRICATION

1.14 INSTALLATION

1.15 MAINTENANCE

1.16 PROTECTION

1.17 TESTING

1.18 ACCEPTANCE

1.19 WARRANTY

1.20 GENERAL NOTES

1.21 MATERIALS

1.22 FABRICATION

1.23 INSTALLATION

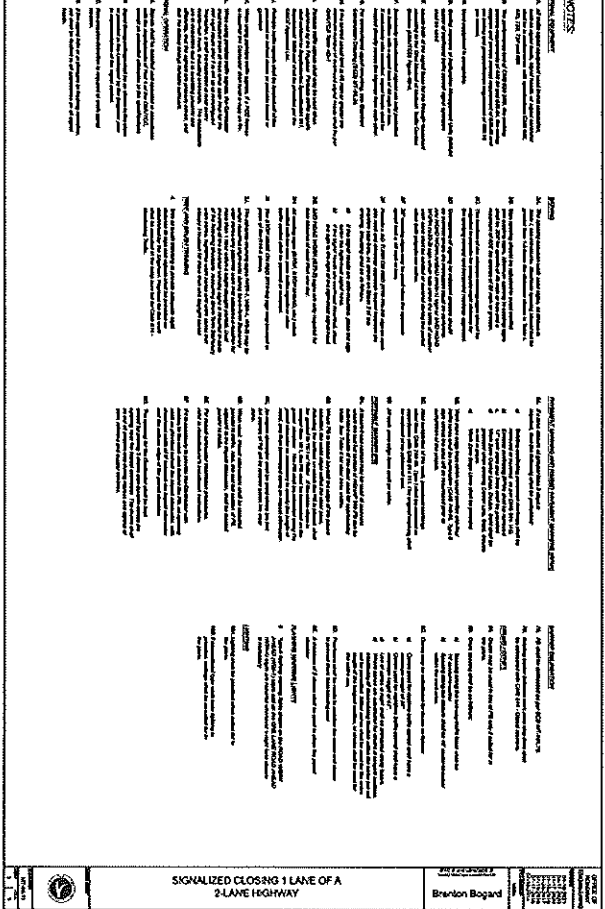
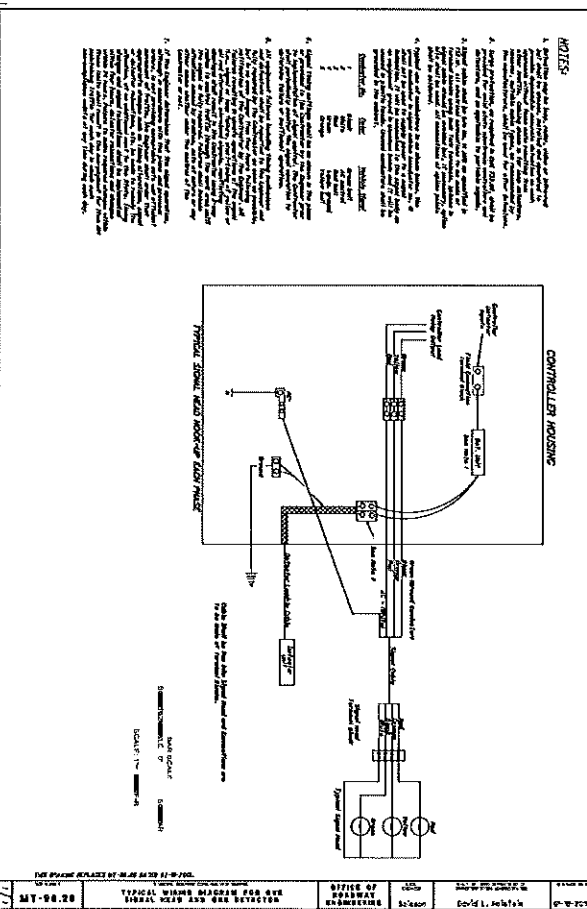
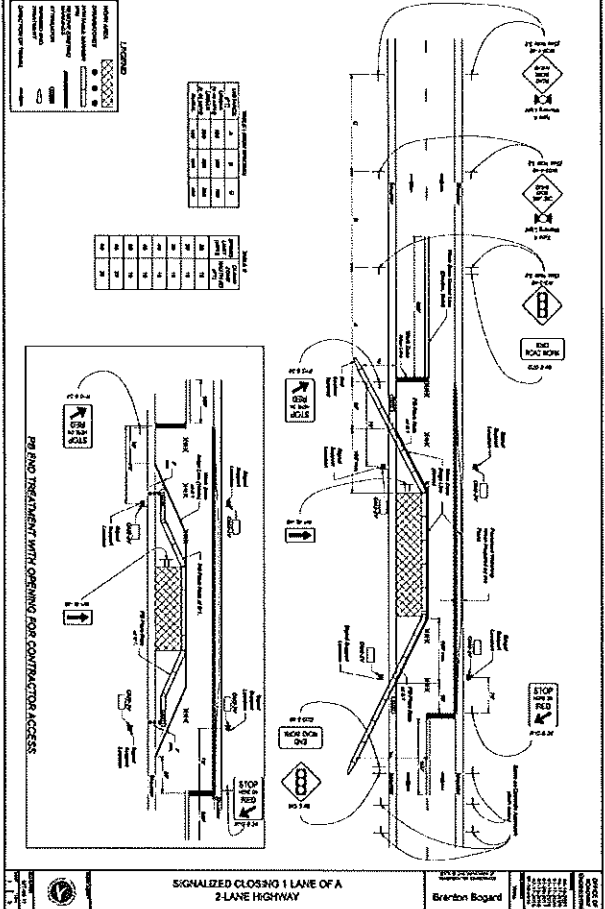
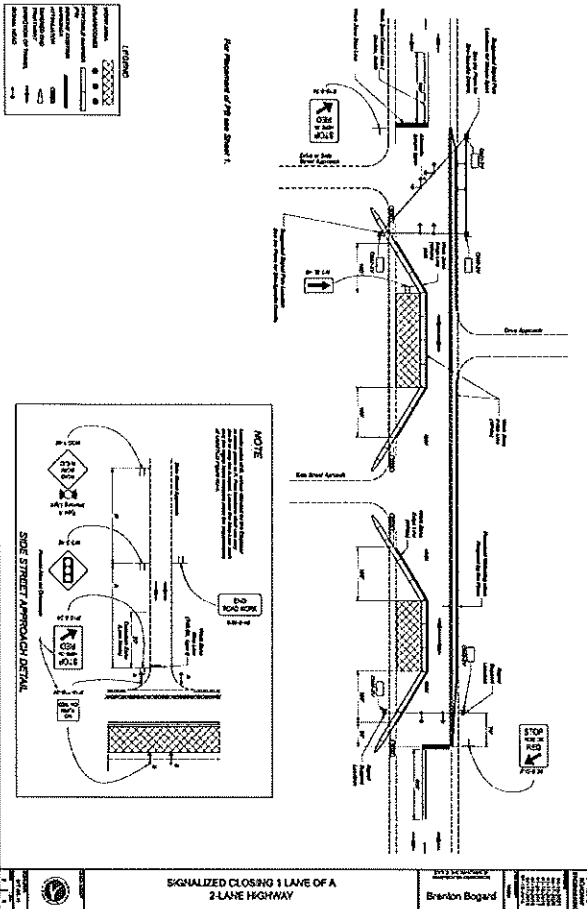
1.24 MAINTENANCE

1.25 PROTECTION

1.26 TESTING

1.27 ACCEPTANCE

1.28 WARRANTY



C-10.0

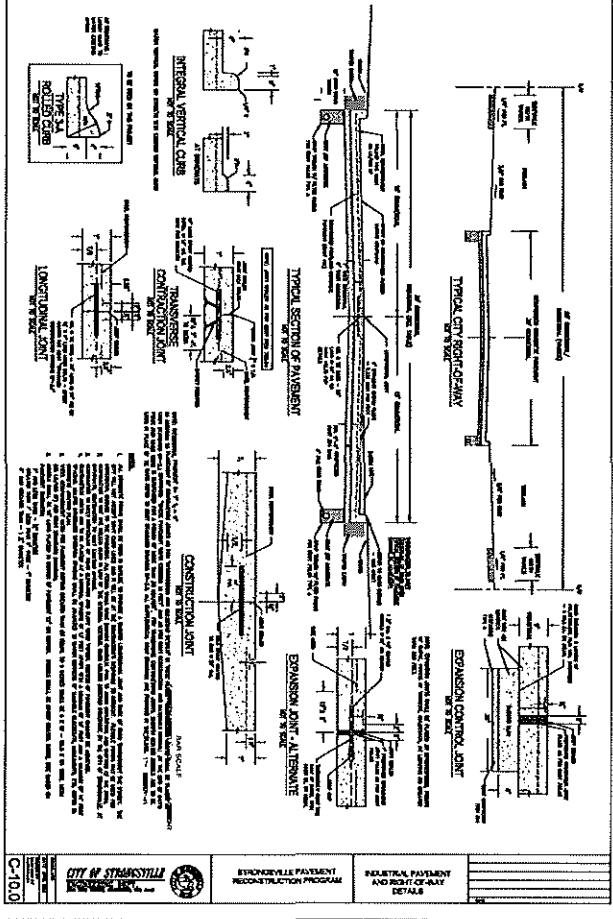
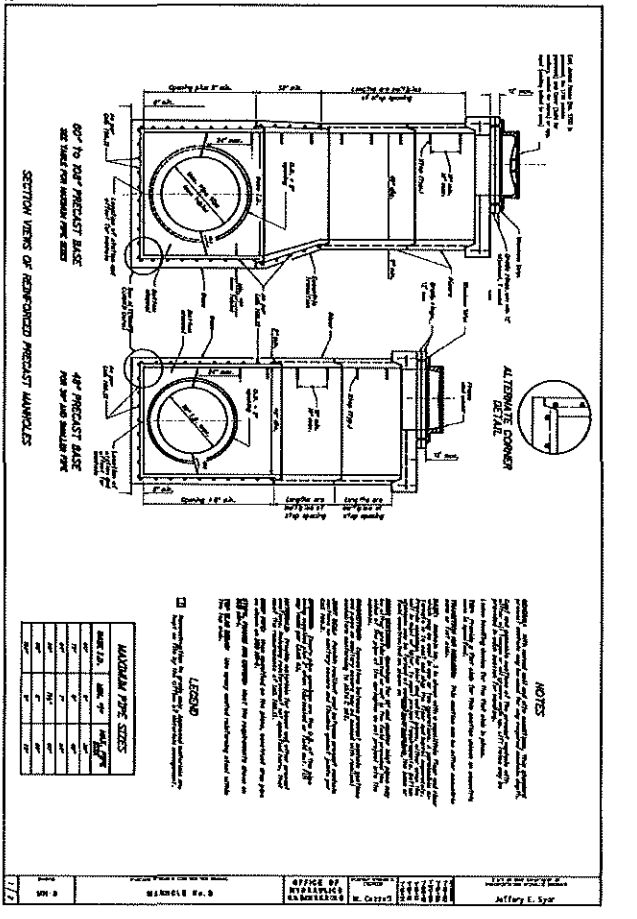
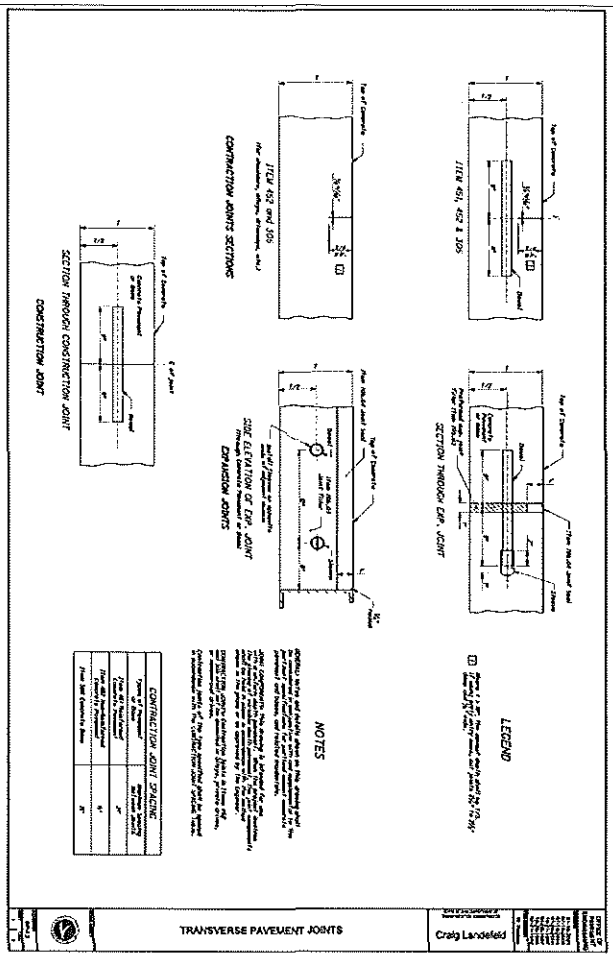
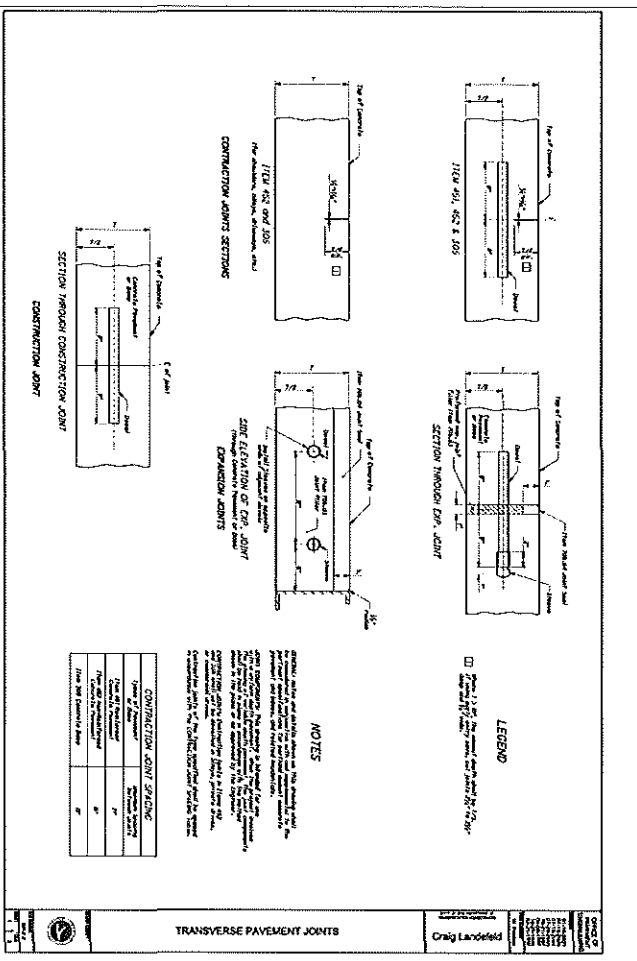
DATE: AS NOTED
 DRAWN BY: [Name]
 CHECKED BY: [Name]

CITY OF STRONGSVILLE
 ENGINEERING DEPT
 1400 FULLER BLVD., STRONGSVILLE, OHIO 44148

PROGRESS DRIVE CULVERT REPLACEMENT

STANDARD CONSTRUCTION DRAWINGS

DATE	REVISION DESCRIPTION



CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 047

By: Mayor Perciak and All Members of Council

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE LOCATED AT 8721 PEARL ROAD (PPN 395-10-024) IN THE CITY OF STRONGSVILLE FROM CS (COMMERCIAL SERVICE) CLASSIFICATION TO GB (GENERAL BUSINESS) CLASSIFICATION, AND DECLARING AN EMERGENCY.

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

Section 1. That the Zoning Map of the City of Strongsville, adopted by Section 1250.03 of Title Six, Part Twelve of the Codified Ordinances of Strongsville, be amended to change the zoning classification of certain property located at 8721 Pearl Road (PPN 395-10-024) in the City of Strongsville, from CS (Commercial Service) classification to GB (General Business) classification, which property is more fully described in Exhibit A and depicted in Exhibit B, all attached hereto and incorporated herein by reference.

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

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

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

First Reading: _____

Referred to Planning Commission

Second Reading: _____

Third Reading: _____

Approved: _____

Public Hearing: _____

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 047

Page 2

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. 2024-047 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CUYAHOGA COUNTY FISCAL OFFICER
395-10-024 *D. P. H.* 12/19/2017 9:54:00 AM
E-12192017-4
CJQ CAPITALS, LLC Tax Dist. 3340
Warranty Deed LUC: 4585 EX:
Sale Amt: \$ 185,000.00 LAND: 105,000
Conv. Fee: \$ 740.00 BLDG: 54,100
Barristers Title Agency TOTAL: 159,100

CUYAHOGA COUNTY
OFFICE OF FISCAL OFFICER - 3
DEED 12/19/2017 10:02:37 AM
201712190284



(Per ORC 317.114 space above this line is reserved for county engineer, county auditor and county recorder)

GENERAL WARRANTY DEED

Claudia H. Ledenican, a married woman, Grantor, of Cuyahoga County, Ohio, for valuable consideration paid, grant, with general warranty covenants, to CJQ Capitals, LLC, Grantee, whose tax-mailing address is 8721 Pearl Road, Strongsville, OH 44136, the following described REAL PROPERTY:

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio, and known as being part of Original Lot 50, Strongsville Township, and further described as follows:

Beginning at a point in the center line of Pearl Road (60 feet wide) said point bears North 32° 24' 20" East 998.0 feet from the center line of Whitney Road (60 feet wide), said point also being the Southwesterly Corner of land conveyed to Marie Schmitt by Deed Recorded in Volume 1996, Page 581 of Cuyahoga County Record of Deeds;

Thence North 89° 57' 20" East along the Southerly line of land so conveyed to Marie Schmitt, 432 48/100 feet to a point;

Thence South 75 34/100 feet to a point;

Thence West 480 09/100 feet to a point in the center line of the hereinbefore mentioned Pearl Road;

Thence North 32° 24' 20" East along the center line of said Pearl Road, 88 83/100 feet to place of beginning, be the same more or less, and being further known as Parcel No. 1 in the South Hills Land Company's Pearl-Whitney Farms. (Buyer understands that although the lands are described as abutting on Pearl Road, 60 feet wide, that the width of Pearl Road has been increased to 74 feet, thus lessening the depth of the property), excepting therefrom that part of aboved described

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

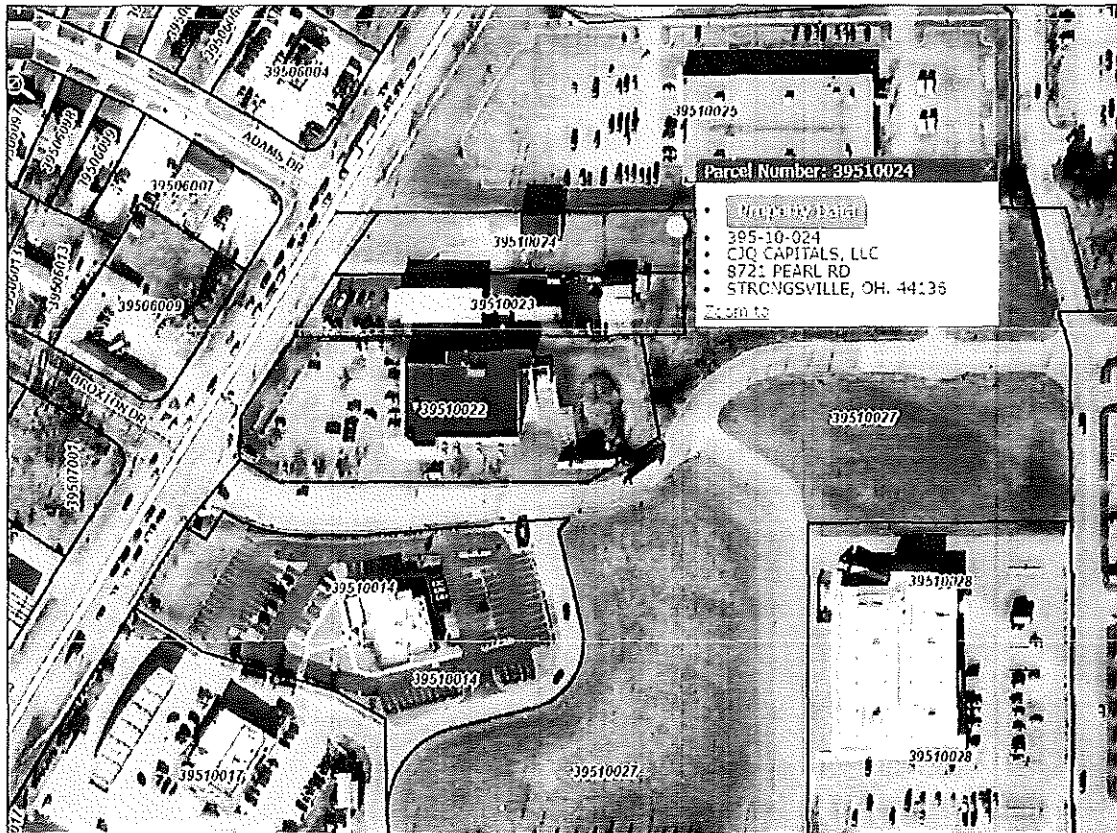
DEC. 19, 2017. SRS

EXHIBIT A

PPN: 395-10-024

Address: 8721 Pearl Road

Owner: CIQ Capitals, LLC



Zoning: Commercial Services (CS)

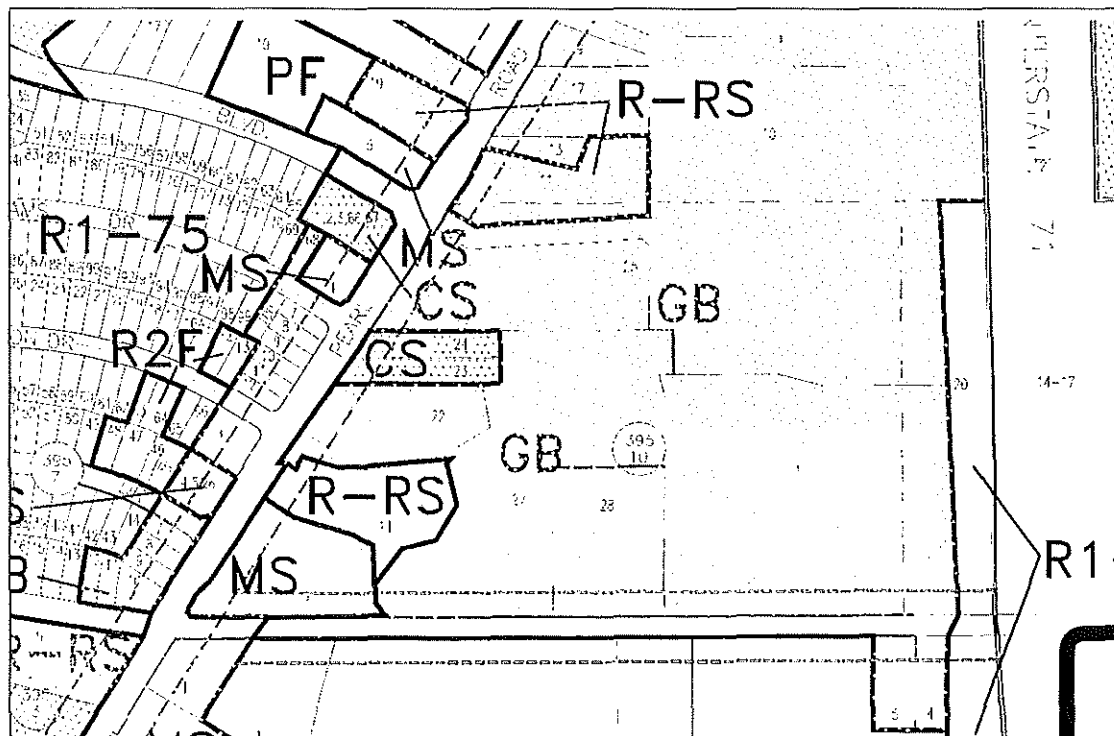
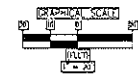


EXHIBIT B

Site Survey & Map for Rezoning
CJQ Capital
 Made of The Instance Of
 Original Strongsville Township Lot No. 50
 Now in the City Of Strongsville
 Cuyahoga County, Ohio

HOFMANN-METZKER, INC.
 REGISTERED PROFESSIONAL SURVEYORS
 24 BEECH ST. - P.O. BOX 343
 BEREA, OHIO 44017
 (440) 234-7350
 EMAIL: o.orge_hm@ameritech.net

Registered Surveyor No. 6752
 George A. Hofmann



ADAMS DR. 60'

PEARL ROAD S.R. 42
 WIDTH VARIES

N89°57'20"E
 432.48' Deed

480.09' Deed
 N90°00'00"W

P.P. 395-10-024
 C.J.Q. Capital, LLC
 AFN 20171130782

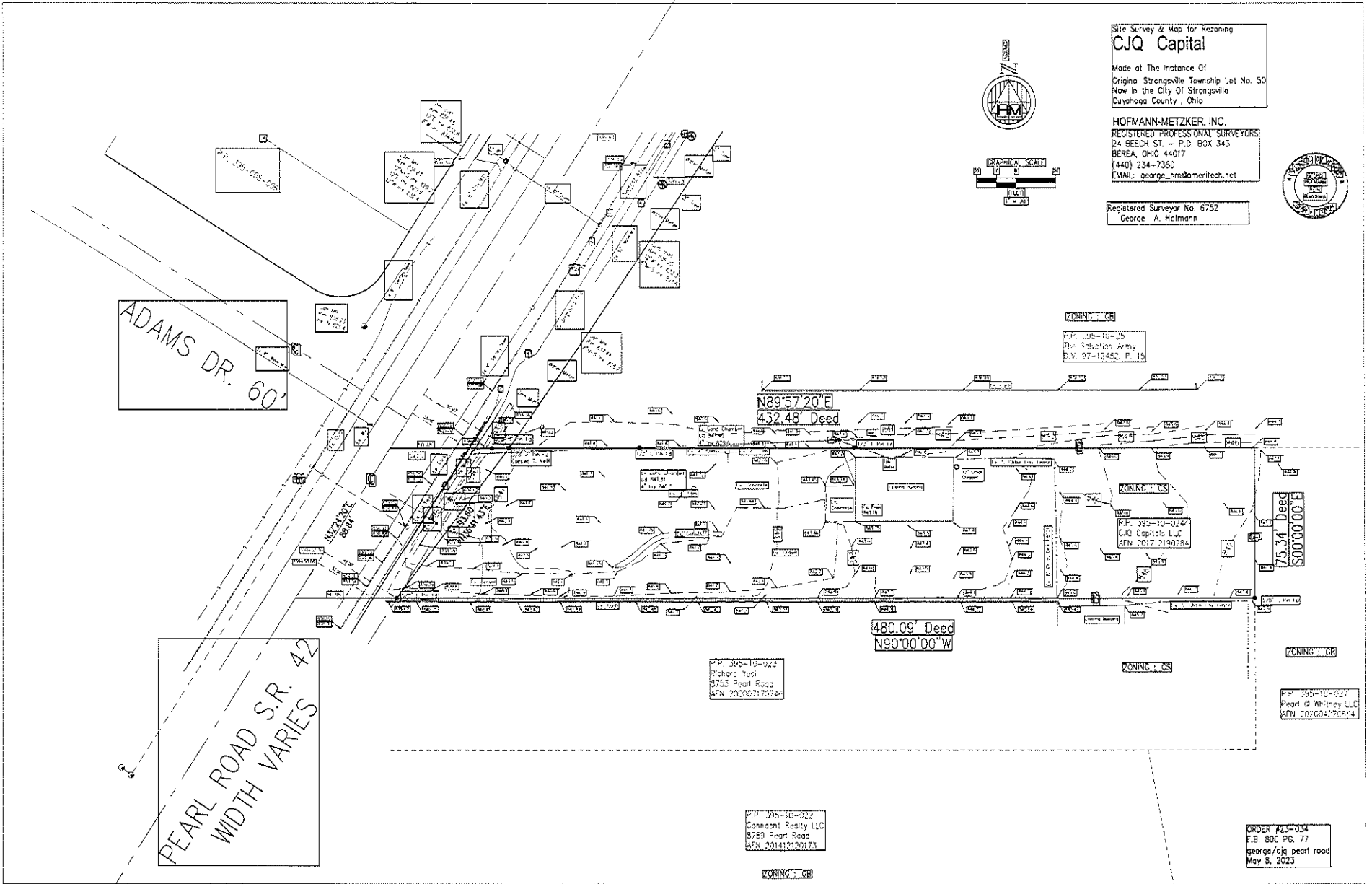
75.34' Deed
 S00°00'00"E

P.P. 395-10-022
 Richard Tusi
 8753 Pearl Road
 AFN 200007170748

P.P. 395-10-022
 Concord Realty LLC
 8753 Pearl Road
 AFN 201412120173

P.P. 395-10-027
 Pearl & Whitney LLC
 AFN 202004220554

ORDER #23-054
 F.B. 800 PG. 77
 george/cjq pearl road
 May 8, 2023



PETITION FOR ZONING CHANGE

Ordinance Number: 2024-047

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

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

Such change is necessary for the preservation and enjoyment of a substantial property right because: It will get a modern look and removal of current building.

Such change will not be materially detrimental to the public welfare nor to the property of other persons located in the vicinity because: the physical improvements will help increase monetary value to current neighbors and surroundings.

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

1. Topography map of property
2. Aerial Map
3. _____

THE PROPOSED USE OF THE PROPERTY IS: To change its zoning from CS to GB

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

Name: TAN NGUYEN

Address: 14308 Pearl Rd, Strongsville OH 44136

Telephone Number: 440 212 5828

Signature of Owner(s)

State of Ohio)
County of Cuyahoga)



Sworn to and subscribed in my presence this 19 day of March, 2024.

BRANDON K. KREK
Notary Public, State of Ohio
My Commission Expires

[Signature]
Notary Public

Sept 11, 2024 My commission expires: September 11, 2024

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

PROPERTY DESCRIPTION FORM

Ordinance Number: 2024-047

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

Address of Property: 8721 Pearl Rd, Strongsville OH 44136

Permanent Parcel No.: 395-10-024

The property is bounded by the following streets: (indicate direction; i.e., north, south, etc.) North of Pearl Rd, Between Salvation Army & Rock Juri

Number and type of buildings which now occupy property (if any): 1, garage are an outbuilding

Acreage: .70 Acre

Said property (has) (had) the following deed restrictions affecting the use thereof (attach copy): N/A

Said deed restrictions (will) (have) expire(d) on: _____

Said property is presently under lease or otherwise encumbered as follows: _____

Owner(s)	Percent of Ownership:
1. <u>TAN NGUYEN</u>	<u>100</u> %
2. <u>CIQ Capital, LLC</u>	_____ %
3. _____	_____ %

[Signature]
Signature of Owner(s)

State of Ohio)
County of Cuyahoga)

Sworn to and subscribed to in my presence this 19 day of March, 2024.



BRANDON K. KREK
Notary Public, State of Ohio
My Commission Expires
Sept 11, 2024

[Signature]
Notary Public

My commission expires September 11, 2024

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

CITY OF STRONGSVILLE
OFFICE OF THE COUNCIL

MEMORANDUM

TO: Lori Daley, Assistant City Engineer

FROM: Marialena Beach, Council Secretary

DATE: March 26, 2024

SUBJECT: Rezoning Application
Owner: Tan Nguyen, CJQ Capitals, LLC
PPN: 395-10-024
Address: 8721 Pearl Road, Strongsville, Ohio 44136
From: Commercial Service (CS) to General Business (GB)

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

Thank you.

MB
Attachments

Cc: Thomas P. Perciak, Mayor
Neal Jamison, Law Director
Daniel J. Kolick, Assistant Law Director
George Smerigan, City Planner
Brent Painter, Economic Development Director
All Members of Council
Mitzi Anderson, Administrator to Boards and Commissions

City of Strongsville

Memorandum

To: Neal Jamison, Law Director

CC: Mayor Perciak
Ken Mikula, City Engineer
Aimee Pientka
George Smerigan, City Planner
Brent Painter, Economic Development Director
Dan Kolick, Assistant Law Director
Mitzi Anderson, Administrator to Boards and Commissions

From: Lori Daley, Assistant City Engineer

Date: March 27, 2024

Re: Rezoning Application
PPN 395-10-024
8721 Pearl Road
CS to GB

Neal,

The attached legal description included in the Clerk of Council's March 26, 2024 memo accurately describes the parcel to be rezoned.

Please feel free to contact me with any questions.

Thank you.

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2024 – 048

By: Mayor Perciak and All Members of Council

A RESOLUTION CONFIRMING PLANNING COMMISSION APPROVAL OF THE SITE PLAN FOR THE INSTALLATION OF THREE ANTENNAS ONTO AN EXISTING TELECOMMUNICATIONS TOWER AND ONE EQUIPMENT CABINET, LOCATED ON CITY-OWNED PROPERTY AT 21275 DRAKE ROAD (PPN 394-12-008), IN THE CITY OF STRONGSVILLE.

WHEREAS, Dish Wireless L.L.C., through its agent, has submitted a site plan to the Planning Commission for approval of the installation of three (3) antennas onto an existing telecommunications tower, and one (1) equipment cabinet onto a steel platform within the existing compound on City-owned property located at 21275 Drake Road (PPN 394-12-008) and zoned Public Facilities; and

WHEREAS, the Commission approved said site plan at its meeting of April 11, 2024; and

WHEREAS, Dish Wireless L.L.C. has or will be entering into a Supplement to the Master Lease Agreement with SBA Monarch Towers III, LLC in order to co-locate as an additional user on such existing telecommunications tower located on the City-owned property at 21275 Drake Road (PPN 394-12-008); and

WHEREAS, the City of Strongsville, as Landlord, will be entitled to a portion of the rent for such additional user, in accordance with the Master Lease Agreement.

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

Section 1. That this Council hereby confirms the approval of the City's Planning Commission of the site plan submitted by Dish Wireless, through its agent, for the installation of three (3) antennas onto an existing telecommunications tower, and one (1) equipment cabinet onto a steel platform within the existing compound on City-owned property located at 21275 Drake Road (PPN 394-12-008) and zoned Public Facilities.

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

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

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2024 – 048

Page 2

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

Attest: _____
Clerk of Council

RES
 Ord. No. 2024-048 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

MEMORANDUM

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

FROM: Mitzi Anderson, Administrator Boards & Commissions

SUBJECT: Referral to Council

DATE: April 12, 2024

Please be advised that at its Meeting of April 11, 2024, the Strongsville Planning Commission gave Favorable Recommendation to the following:

DISH WIRELESS, Sindyla Consulting Group, Agent

Site Plan approval to install (3) antennas onto the existing telecommunications tower and (1) equipment cabinet onto a steel platform within the existing compound for Dish Wireless, located at 21275 Drake Road, PPN 394-12-008, zoned PF – Public Facility

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 049

By: Mayor Perciak and All Members of Council

AN ORDINANCE REQUESTING PARTICIPATION IN AN OHIO DEPARTMENT OF TRANSPORTATION CONTRACT WITH PAVEMENT TECHNOLOGY, INC. (Contract No. DOT101L25-24) FOR THE PURCHASE OF LIQUID ASPHALT TO BE USED BY THE SERVICE DEPARTMENT OF THE CITY; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO DO ALL THINGS NECESSARY TO ENTER INTO AN AGREEMENT IN CONNECTION THEREWITH, AND DECLARING AN EMERGENCY.

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

WHEREAS, this Council wishes to take advantage of that opportunity in connection with the purchase of Reclamite Asphalt Rejuvenating Agent (liquid asphalt), to be applied to certain streets in the City of Strongsville, through the State of Ohio Department of Transportation Contract No. DOT101L25-14 with Pavement Technology, Inc., for use by the Service Department of the City; and

WHEREAS, further, the City of Strongsville has been approved to participate in Cuyahoga County's 2024 maintenance material reimbursement program for reimbursement of costs associated with payments for certain projects approved by the County's Department of Public Works; and

WHEREAS, therefore, it is the City's desire and intention to submit the paid invoices from Pavement Technology, Inc. for the purchase of the liquid asphalt, to Cuyahoga County for reimbursement in connection with their maintenance material reimbursement program.

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

Section 1. That Council approves and authorizes the Mayor's request for authority in the name of the City of Strongsville to participate in the Ohio Department of Transportation contract with **PAVEMENT TECHNOLOGY, INC.** for the purchase of Reclamite Asphalt Rejuvenating Agent (liquid asphalt) to be used by the Service Department of the City, which contract the Department will have entered into pursuant to Revised Code Section 5513.01(B), in an amount not to exceed \$120,950.00, and as reflected on Exhibit A attached hereto.

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 049

Page 2

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

Section 4. That the Mayor and Director of Finance be and are hereby authorized to submit all paid invoices from Pavement Technology, Inc., to Cuyahoga County for reimbursement through the County's 2024 maintenance material reimbursement program.

Section 5. That the funds for the purposes of said contract have been appropriated and shall be paid from the Street Construction, Maintenance & Repair Fund.

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

Section 7. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare, and for the further reason that it is immediately necessary to participate in such program and purchase of such materials in order to preserve and maintain City streets for the safety 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, 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. 2024-049 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

Pavement Technology, Inc.

24144 Detroit Rd.
Westlake, Ohio 44145

Phone: 800-333-6309 440-892-1895
Fax: 440-892-0953

April 8, 2024

Mr. Mike Gallagher
Assistant Service Director
City of Strongsville
16099 Foltz Parkway
Strongsville, OH 44149

Dear Mr. Gallagher:

We are pleased to offer our proposal to apply Reclamite® asphalt rejuvenator to the roads listed below.

Street	From	To	Gallons	Amount
Howe Rd	Rt 82	Drake Rd	1,280	\$37,760.00
Benbow Rd	Hunt Rd	Boston Rd	440	\$12,980.00
Prospect Rd	Rt 82	Drake Rd	895	\$26,402.50
Whitney Rd	Webster Rd	130th St	415	\$12,242.50
Webster Rd	Albion Rd	Sprague Rd	730	\$21,535.00
Fair Rd	Prospect Rd	Priem Rd	340	\$10,030.00
Total			4,100	\$120,950.00

Work includes all labor and materials for application of the Reclamite® asphalt rejuvenating agent. Also included are the resident notification, pre and post cleaning of roads, MOT and proper supervision to insure work is in accordance with manufactures specification.

Quantities are based on the yardages provided by The City of Strongsville, measurements will determine final billing quantities. Pricing is based on the 101L-25 State Cooperative contract.

Thank you for your continued interest in pavement preservation with Reclamite®.

Sincerely,

CITY OF STRONGSVILLE

Zack Helm

Accepted by: _____
Thomas P. Perciak, Mayor Date

Zack Helm
zhelm@pavetechinc.com

EXHIBIT A

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 050

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH MOTOROLA SOLUTIONS, INC. FOR THE PURCHASE OF PORTABLE PUBLIC SAFETY RADIOS, PROGRAMMING AND RELATED APPURTENANCES, IN ORDER TO REPLACE OBSOLETE RADIOS AND UPGRADE THE CITY'S POLICE AND FIRE DEPARTMENT RADIO COMMUNICATIONS SYSTEM, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.

WHEREAS, Council, by and through Ordinance No. 2002-133, authorized the Mayor to enter into an agreement for the City of Strongsville to join a Southwest Regional Communications Network Council of Governments ("Southwest COG"), in order to foster cooperation between the various cities that are members of such Council of Governments, to establish, own, operate and administer a regional communications network for public safety and public service purposes; and

WHEREAS, the member communities of the Southwest COG are again collectively faced with the costly challenge of needing to replace a large number of portable public safety radios that have become obsolete due to having reached their end-of-service life; and

WHEREAS, as a member of the Southwest COG, the City of Strongsville must now participate in replacing and upgrading the City's obsolete portable public safety radios in order to remain compatible with the Southwest COG system; and

WHEREAS, the Ohio Department of Administrative Services awarded a State Term telecommunications contract (Contract No. 573077-0, Index No. STS-073) to Motorola Solutions, Inc.; and

WHEREAS, in order to ensure continuity and functional interoperability with the existing system, it is critical to replace and upgrade such portable public safety radios and related appurtenances with Motorola radios; and

WHEREAS, said vendor has agreed to provide such new radios and related appurtenances to the City at a cost below the aforementioned State Term contract pricing.

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 City of Strongsville Police and Fire Departments, in that it is immediately necessary to enter into a contract, without public bidding, with **MOTOROLA SOLUTIONS, INC.** for the replacement of obsolete equipment, and purchase of upgraded portable public safety radios, programming and related appurtenances for the City's Police and Fire Departments, in order to continue to meet the operational needs of the Departments on a prompt basis and to ensure the public health, safety and welfare.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 050

Page 2

Section 2. That for the reasons aforesaid, this Council hereby approves and authorizes the Mayor to enter into a contract with **MOTOROLA SOLUTIONS, INC.**, without public bidding, in an amount not to exceed \$1,443,869.91 for the purchase of upgraded portable public safety radios and related appurtenances, all as more fully set forth in the quote attached hereto as Exhibit A and incorporated herein by reference, and as to be reflected in a contract to be in a form approved by the Law Director.

Section 3. That the funds for the purposes of this Ordinance have been appropriated and shall be paid from the General Fund and Emergency Vehicle 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 of the City, and for the further reason that it is immediately necessary to enter into said contract to provide for the necessary equipment, supplies, repair, maintenance and services for the City-wide radio communications system, to provide for the continuity of services in the operation of the Police and Fire Departments of the City of Strongsville, 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. 2024-050 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

Billing Address:
 STRONGSVILLE, CITY OF
 18688 ROYALTON RD
 STRONGSVILLE, OH 44136
 US

Shipping Address:
 Strongsville C/O Motorola
 Solutions
 12430 Plaza Dr.
 Parma, Ohio 44130
 US

Quote Date:03/25/2024
 Expiration Date:05/29/2024
 Quote Created By:
 Christopher Pfaff
 Christopher.Pfaff@
 motorolasolutions.com

End Customer:
 STRONGSVILLE, CITY OF
 Chief Draves

Contract: 21336 - OHIO, STATE OF

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
1	H35UCT9PW8AN	APX N70 7/800 MODEL 4.5 PORTABLE	102		\$9,890.60	\$6,515.91	\$664,622.82
2	PSV00S01424A	APX NEXT PROVISIONING*	1		\$0.00	\$0.00	\$0.00
3	LSV01S03060A	APX N70 DMS ESSENTIAL	102	7 YEARS	\$432.43	\$284.88	\$29,057.76
4	LSV01S03082A	RADIOCENTRAL PROGRAMMING	102	1 YEAR	\$32.04	\$21.11	\$2,153.22
5	PSV01S02944A	PROVISIONING SUPPORT	1		\$0.00	\$0.00	\$0.00
6	PMNN4816A	BATT IMPRES 2 LIION IP68 3200T	102		\$225.50	\$148.56	\$15,153.12
7	H45TGT9PW8AN	APX NEXT SINGLE BAND MODEL 4.5 PORTABLE	6		\$12,029.00	\$7,924.70	\$47,548.20
8	LSV01S03446A	APX NEXT DMS ESSENTIAL	6	7 YEARS	\$484.60	\$319.25	\$1,915.50
9	PSV01S02944A	PROVISIONING SUPPORT	1		\$0.00	\$0.00	\$0.00
10	SSV01S01407A	SMARTPROGRAMMING	6	1 YEAR	\$75.00	\$75.00	\$450.00
11	SSV01S01406A	SMARTCONNECT	6	1 YEAR	\$75.00	\$75.00	\$450.00
12	SSV01S01907A	SMARTMAPPING	6	1 YEAR	\$75.00	\$75.00	\$450.00
13	SSV01S01906A	SMARTMESSAGING	6	1 YEAR	\$75.00	\$75.00	\$450.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists, Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
14	NNTN9217A	BATTERY PACK,BATTERY PACK,IMPRES GEN2, LIION,IP68, 4400T, UL2054 DIV 2	40		\$284.35	\$187.33	\$7,493.20
15	SSV01S01476A	SMARTLOCATE	6	1 YEAR	\$75.00	\$75.00	\$450.00
16	H45TGT9PW8AN	APX NEXT SINGLE BAND MODEL 4.5 PORTABLE	64		\$12,029.00	\$7,924.70	\$507,180.80
17	LSV01S03446A	APX NEXT DMS ESSENTIAL	64	7 YEARS	\$484.60	\$319.25	\$20,432.00
18	PSV00S01424A	APX NEXT PROVISIONING*	1		\$0.00	\$0.00	\$0.00
19	PSV03S02465A	APX DMS PROVISIONING PD3*	1		\$0.00	\$0.00	\$0.00
20	PMPN4639B	CHGR VEHICLE IMPRES 2 EXT NA/AU/NZ KIT	70		\$599.00	\$394.62	\$27,623.40
21	PMLN8507A	CARRY ACCESSORY-BELT CLIP,APX N70 2.5" BELT CLIP	20		\$12.90	\$8.50	\$170.00
22	PMLN5407A	2.5" REPLACEMENT SWIVEL BELT LOOP	96		\$16.74	\$11.03	\$1,058.88
23	PMMN4158A	WM800 WIRELESS RSM WITH BATTERY	70		\$563.00	\$370.90	\$25,963.00
24	PMNN4846A	BATTERY PACK,BATT LIION UL DIV2 IP68 2150T	70		\$79.00	\$52.05	\$3,643.50
25	RLN6488A	ANTI-SWAY STRAP	70		\$18.77	\$12.37	\$865.90
26	PMMN4128A	RM780 IMPRES WINDPORTING REMOTE SPEAKER MICROPHONE, LARGE (IP68)	85		\$172.80	\$113.84	\$9,676.40
27	PMMN4154A	XVE500 DIV 1 REMOTE SPEAKER MIC, HIGH IMPACT GREEN WITH KNOB, UL	70		\$748.00	\$492.78	\$34,494.60
28	PMLN5409A	3" REPLACEMENT SWIVEL BELT LOOP	20		\$16.74	\$11.03	\$220.60



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
29	PMLN8371A	CARRY ACCESSORY- HOLSTER,APX N70 CLASSIC HOLSTER	20		\$37.80	\$24.90	\$498.00
30	PMLN8372A	CARRY ACCESSORY- CASE,APX N70 HYBRID LEATHER HOLSTER, PMNN4816 BATTERY	85		\$139.00	\$91.57	\$7,783.45
31	PMPN4591A	CHGR DESKTOP MULTI UNIT IMPRES 2 6 DISPLAYS INT PS US	10		\$1,799.29	\$1,185.37	\$11,853.70
32	RLN6486A	FIREMAN'S RADIO STRAP	70		\$49.23	\$32.43	\$2,270.10
33	PMLN8341A	AUDIO ACCESSORY- EARPIECE,1-WIRE SURVEILLANCE KIT WITH LOUD AUDIO TRANSLUCENT TUBE	17		\$52.00	\$34.26	\$582.42
34	PMLN8209B	CARRY ACCESSORY- CASE,CARRY ACCESSORY- HOLSTER,APX NEXT XE LEATHER CARRY CASE	70		\$81.00	\$53.36	\$3,735.20
35	PMPN4604A	CHARGER,CHGR DESKTOP SINGLE UNIT IMPRES 2 EXT US	109		\$207.14	\$136.46	\$14,874.14
36	LSV01Q00387A	ASTRO TECHNICAL ASSISTANCE	5		\$150.00	\$150.00	\$750.00
Grand Total					\$1,443,869.91(USD)		

Notes:

- Additional information is required for one or more items on the quote for an order.
- + Promotional pricing for 1 year Application Service trial.

Motorola's quote (Quote Number: _____ Dated: _____) is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

"Products"). If no Underlying Agreement exists between Motorola and Customer, then the following Motorola's Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products which is found at <http://www.motorolasolutions.com/product-terms>.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer

By: _____

By: _____

Name: _____

Name: Thomas P. Perciak

Title: _____

Title: Mayor

Date: _____

Date: _____

- This quote contains items with approved price exceptions applied against them.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Purchase Order Checklist

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead
(PO will not be processed without this)

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the *Legal* Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept

Ship To Contact Name & Phone #

Tax Exemption Status

Signatures (As required)

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 051

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE SALE AT PUBLIC AUCTION OF CERTAIN OBSOLETE AND SURPLUS POLICE VEHICLES NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE, 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 this Council finds that the Police Department of the City of Strongsville has various obsolete and surplus vehicles, as described in Exhibit A, a copy of which is attached hereto and incorporated herein by reference, which are unfit for public use by reason of obsolescence or as surplus items, and are no longer needed for any municipal purpose; and further finds that it will be in the best interests of the City that such vehicles be sold at a public auction.

Section 2. That, pursuant to Article IV, Section 3(e) of the City Charter, the Mayor and Director of Finance be and are hereby authorized and directed to sell such vehicles at public auction.

Section 3. That the Director of Finance and the Mayor are authorized to retain the services of the **MANHEIM MARKETING, INC. AUTO AUCTION** to effectuate the sale of all such vehicles for auction; and the Director of Finance and Mayor are further authorized and directed to execute all documents and perform all acts required to complete the auction and the sale of the auctioned vehicles.

Section 4. That any proceeds of sale shall be deposited into the General Fund, and any funds required for the purposes of this Ordinance 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 the immediate sale of such obsolete and surplus vehicles is necessary in order to provide needed storage space for the Police Department, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2024 - 051
Page 2

President of Council

Date Passed: _____

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

Approved: _____
Mayor

Date Approved: _____

Attest: _____
Clerk of Council

Ord. No. 2024-051 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

Car#	Year	Make	Model	VIN
8	2017	Dodge	Charger	2C3CDXKT1HH664644
9	2019	Dodge	Charger	2C3CDXKT1KH726907
11	2016	Dodge	Charger	2C3CDXKT0GH348098
19	2019	Dodge	Charger	2C2CDXKT8KH726905
22	2018	Ford	Explorer	1FM5K8AR6JGC44221
36	2017	Dodge	Charger	2C3CDXKT8HH664642
DEA	2011	Ford	Expedition	1FMJU1G54CEF06630
SC2	2013	Dodge	Charger	2C3CDXAT9DH522036
SC4	2014	Chevy	Tahoe	1GNSK2E02ER124840

EXHIBIT A

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 052

By: Mayor Perciak and All Members of Council

AN ORDINANCE REQUESTING PARTICIPATION IN OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES CONTRACTS FOR THE PURCHASE OF FOUR (4) 2024 DODGE DURANGO POLICE VEHICLES FOR USE BY THE POLICE DEPARTMENT OF THE CITY; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO DO ALL THINGS NECESSARY TO ENTER INTO AN AGREEMENT IN CONNECTION THEREWITH, AND DECLARING AN EMERGENCY.

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

WHEREAS, this Council wishes to take advantage of that opportunity in connection with the purchase of four (4) 2024 Dodge Durango Police Vehicles from Greve Chrysler Jeep Dodge, all with certain options and appurtenances (Contract No. RSI018242, Index No. GDC050), for use by the Police Department.

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

Section 1. That the Mayor be and is hereby authorized and directed to request authority in the name of the City of Strongsville to participate in the Ohio Department of Administrative Services contracts for the purchase through **GREVE CHRYSLER JEEP DODGE** of four (4) 2024 Dodge Durango Police Vehicles, all with certain options and appurtenances, for a total amount not to exceed \$294,293.00, for use by the Police Department of the City, as indicated on Exhibit A attached hereto and incorporated herein, which the Department has entered into pursuant to Revised Code Section 5513.01(B).

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

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

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

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2024 – 052
Page 2

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

Section 6. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare, and for the further reason that it is immediately necessary to participate in such program and purchase such vehicles in order to maintain continuity in the operation of the Police Department, to provide for the safety and welfare of the public, 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. 2024-052 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

Sales Representative Name		Steve Rick		Reference Number		240237SR		Number Of Vehicles		3	
Greve Chrysler Jeep Dodge 756 W. Ervin Road Van Wert, Ohio 45891			Revision Level		Revision 1		Quote Or Package Number				
			Date		3/26/2024		Utility Quote Or Package Number				
			Vehicle		2024 Durango		Durango Quote Or Package Number		Durango Ohio Soundoff		
			Status		Quote Valid 30 Days		F-150 Quote Or Package Number				
Customer Billing Information							Title Information Or Customer Shipping Information				
Purchaser Name		Strongsville Police Department					Lienholder				
Contact Name		Sergeant Steve Piorkowski					Company Name				
Contact Email		steven.piorkowski@strongsville.org					Attention To				
Contact Number		440-580-3253					Street Address				
Mailing Address		18688 Royalton Road					City, State & Zip				
City, State & Zip		Strongsville, Ohio 44136					Special Instructions				
Notes Section:							Purchase Order Number				
TW 10 2 2103											
QTY	Manufacturer	Part Number	Part Description				Unit Price	Extended Price	Cost of Options		
3	Dodge	EZH	Upgrade To 5.7L Hemi Engine				\$2,995.00	\$ 8,985.00			
								\$ -			
								\$ -			
								\$ -			
3	Greve	Ready For Patrol	2024 Durango Stock Program From Greve Dodge				\$59,165.00	\$ 177,495.00			
3	Dodge	Durango-Black	Dodge Durango, 3.6L V6 Engine					\$ -			
3	Dodge	GUK	Heated Mirrors					\$ -			
3	Dodge	CW6	Power Windows And Locks Inoperative					\$ -			
3	Dodge	Driver Side Spotlight	Driver Side LED Spotlight					\$ -			
3	Dodge	GXF	Single Key Code					\$ -			
3		Delivery	Delivery To Your Department					\$ -			
			The Following Equipment Is Included In Package Price					\$ -			
			Tall Man Recessed Partition With Center Sliding Window					\$ -			
			Expanded Metal Rear Partition					\$ -			
			Replacement Seat With Outboard Seat Belts					\$ -			
			Vertical Steel Window Guards					\$ -			
			Dual Weapon Mount With Universal Locks					\$ -			

EXHIBIT A

Customer	Strongsville Police Department		Reference Number	240237SR	Revision Level	Revision 1	Sales Representative Name	Steve Rick
QTY	Manufacturer	Part Number	Part Description			Unit Price	Extended Price	Cost of Options
			Vehicle Specific Console With Cup Holder And Armrest				\$ -	
			Magnetic Mic				\$ -	
			Dome Light Between Front Driver And Passenger Seat				\$ -	
			The Following Warning Equipment Is Included In Package Price				\$ -	
			nForce NXT Tri Color Lightbar				\$ -	
			481 Siren And Switch Controller				\$ -	
			100 Watt Speaker And Mounting Bracket				\$ -	
			Single Color LEDs For Side Cargo Window				\$ -	
			Tri Color Grille Lights				\$ -	
			Tri Color Spoiler Lights				\$ -	
			Single Color Under Hatch Lights				\$ -	
			Activate Taillight Flasher				\$ -	
			The Following Equipment Is Included In Package Price				\$ -	
-3	Setina	Deduct Front Cage	Remove Front Cage From Package			\$ 713.00	\$ (2,139.00)	
3	Setina	1K0576DUR11FSR	Single Prisoner System To Be Used With Replacement Seat			\$ 876.00	\$ 2,628.00	
3	Setina	DK0100DUR11	Door Panels			\$ 226.00	\$ 678.00	
3	Setina	QK0491DUR11	Floor Pan			\$ 191.00	\$ 573.00	
3	Setina	GT0536DUR11	Single Prisoner Gun Mount			\$ 63.00	\$ 189.00	
3	Setina	12VSPC	Upgrade To Polycarbonate Rear Cage			\$ 84.00	\$ 252.00	
3	Setina	EZDECK	EZ Lift Cargo Deck Requires Rear Cage			\$1,519.00	\$ 4,557.00	
3	Setina	TK0236DUR11	Cargo Box With Bottom Combo Lock			\$1,870.00	\$ 5,610.00	
3	Setina	GK2388DUR11	Hatch Mount Gun Mount			\$ 515.00	\$ 1,545.00	
3	Setina	FPBLEDT	Tri Color 4 Head Lit PB REMOTE NODE REQUIRED			\$ 899.00	\$ 2,697.00	
3	Soundoff Signal	RND	Remote Node Needed For Dual And Tri Color Lighting			\$ 400.00	\$ 1,200.00	
3	Soundoff Signal	INTS	Single Color Under Mirror Lights			\$ 899.00	\$ 2,697.00	
3	Soundoff Signal	LINK	Link Module For Blueprint			\$ 400.00	\$ 1,200.00	
3	Soundoff Signal	ETSKLF101	Aftershock Siren			\$ 467.00	\$ 1,401.00	
3	Soundoff Signal	ETSSLFVBK02	Durango Aftershock Bracket			\$ 29.00	\$ 87.00	
3	Magnetic Mic	MMSU-1	Magnetic Mic			\$ 35.00	\$ 105.00	
3	Stalker	SRB	Stalker Radar Brackets Comes With 200-1379-00 and 200-1378-00			\$ 268.00	\$ 804.00	
							\$ -	
							\$ -	

Customer	Strongsville Police Department		Reference Number	240459SR	Revision Level		Sales Representative Name	Steve Rick
QTY	Manufacturer	Part Number	Part Description			Unit Price	Extended Price	Cost of Options
			481 Siren And Switch Controller				\$ -	
			100 Watt Speaker And Mounting Bracket				\$ -	
			Single Color LEDs For Side Cargo Window				\$ -	
			Tri Color Grille Lights				\$ -	
			Tri Color Spoiler Lights				\$ -	
			Single Color Under Hatch Lights				\$ -	
			Activate Taillight Flasher				\$ -	
			The Following Equipment Is Being Added				\$ -	
1	Setina	K9-1S	Setina Full K9 Cage With Ray Allen F3 Heat Alert, Deployment, And Pager			\$6,456.00	\$ 6,456.00	
1	Setina	K9-FAN	Fan For Above K9's			\$ 510.00	\$ 510.00	
1	Setina	TK0236DUR11	Cargo Box With Bottom Combo Lock			\$1,870.00	\$ 1,870.00	
1	Setina	TRAY	Electronics Tray			\$ 532.00	\$ 532.00	
1	Setina	FPBLEDT	Tri Color 4 Head Lit PB REMOTE NODE REQUIRED			\$ 899.00	\$ 899.00	
1	Soundoff Signal	RND	Remote Node Needed For Dual And Tri Color Lighting			\$ 400.00	\$ 400.00	
1	Soundoff Signal	INTS	Single Color Under Mirror Lights			\$ 899.00	\$ 899.00	
1	Soundoff Signal	LINK	Link Module For Blueprint			\$ 400.00	\$ 400.00	
1	Soundoff Signal	ETSKLF101	Aftershock Siren			\$ 467.00	\$ 467.00	
1	Soundoff Signal	ETSSLFVBK02	Durango Aftershock Bracket			\$ 29.00	\$ 29.00	
1	Magnetic Mic	MMSU-1	Magnetic Mic			\$ 35.00	\$ 35.00	
1	Stalker	SRB	Stalker Radar Brackets Comes With 200-1379-00 and 200-1378-00			\$ 268.00	\$ 268.00	
							\$ -	
1	SEP	Labor+Materials	Labor, Materials, Remove And Install 2 Piece Radio			\$2,980.00	\$ 2,980.00	
			2 Piece Radio				\$ -	
			Body Worn In-Car Camera System				\$ -	
			Labor, Materials, Install The Following Options				\$ -	
			Havis Equipment				\$ -	
			Single Prisoner System				\$ -	
			Aftershock Siren				\$ -	
			Customer Supplied Stalker Dual Antenna Radar				\$ -	
			Docking Station				\$ -	
							\$ -	
							\$ -	

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 053

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A NON-EXCLUSIVE RENTAL/OCCUPANCY AGREEMENT WITH THE GREATER CLEVELAND SENIORS SOFTBALL ON A LIMITED BASIS FOR 2024, FOR THE USE OF VARIOUS BASEBALL FIELDS IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

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

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

WHEREAS, GCSS again desires to occupy and use the City baseball fields to stage and conduct a softball league from April 23, 2024 through September 26, 2024, on a limited and non-exclusive basis; and

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

WHEREAS, the parties, therefore, now desire to enter into a limited non-exclusive Rental/Occupancy Agreement for 2024 to be authorized in accordance with Strongsville Codified Ordinance 264.02.

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

Section 1. That this Council finds and determines that the baseball field facilities owned by the City of Strongsville at various locations throughout the City, are not needed entirely for municipal public use; and authorizes and directs the Mayor to enter into a non-exclusive Rental/Occupancy Agreement with the Greater Cleveland Seniors Softball for 2024, and upon the other terms and conditions set forth in the Rental/Occupancy Agreement, attached hereto and designated Exhibit 1, which is approved in all respects.

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

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 053

PAGE 2

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

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
Clerk of Council

Ord. No. 2024-053 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

RENTAL/OCCUPANCY AGREEMENT

THIS RENTAL/OCCUPANCY AGREEMENT is made effective the ____ day of _____, 2024, by and between **THE CITY OF STRONGSVILLE, OHIO**, a municipal corporation organized and existing pursuant to law and located at 16099 Foltz Parkway, Strongsville, Ohio 44149 (hereinafter "City") and **GREATER CLEVELAND SENIORS SOFTBALL**, and located at 18230 River Valley Blvd., North Royalton, Ohio 44133 (hereinafter called "GCSS" or "Tenant").

WITNESSETH:

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

WHEREAS, GCSS again desires to occupy and use the City baseball fields to stage and conduct a softball league from April 23, 2024 through September 26, 2024, on a limited and non-exclusive basis; and

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

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

1. DESCRIPTION AND RENTAL OF PREMISES

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

2. TERM

2.1 Term

The term of this Rental/Occupancy shall commence April 23, 2024 and end at midnight September 26, 2024.

2.2 Termination

Tenant hereby acknowledges that the City may, at any time, and without cause, terminate this Agreement upon fourteen (14) days written notice. The City will make every good faith effort to apprise Tenant of its intentions at the earliest possible date, but reserves the right to terminate this Agreement within its sole discretion.

3. RENT

3.1 Basic Rent

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

- (a) Field Fee – Forty-Five Dollars (\$45.00) per field, per day, for each field used by Tenant during the term of Tenant's occupancy.

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

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

3.3 Method of Payment

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

4. POSSESSION

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

5. CONDITION OF PREMISES, REPAIRS, ALTERATIONS AND MAINTENANCE

5.1 Condition of Premises at Commencement of Term

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

5.2 Repairs and Maintenance

(a) The City shall have sole responsibility, but within its sole discretion, to repair and maintain the Premises, including but not limited to lining and reasonable maintenance of the baseball game field, plus all driveways, sidewalks, parking areas or other paved areas servicing the Premises. City shall also, at its sole expense, keep all walks, driveways, sidewalks, parking areas or other paved areas servicing the Premises free of excessive snow, ice, water, rubbish and dirt and other natural or artificial accumulations.

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

5.3 Condition of Premises at Termination of Agreement

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

6. UTILITIES

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

7. INSURANCE AND INDEMNIFICATION

7.1 Public Liability Insurance

Tenant shall obtain, at its expense, effective as of the commencement of its right to occupy the Premises, and will maintain so long as Tenant continues to occupy or rent any part of the Premises, complete comprehensive, general liability insurance, under which the City

will be named as an additional insured, the policy or policies to be in such form and issued by such company or companies as are satisfactory to the City, in the sum of One Million Dollars

2

(\$1,000,000.00) in the event of injury to one person or damage to property and Two Million Dollars (\$2,000,000.00) in the event of injuries to more than one person or damage to property arising out of each occurrence for which a claim for damages may result. Said policy or policies, or a copy or copies thereof, or a certificate or certificates thereof, will be deposited with the City together with evidence of payment of the premiums thereon, within thirty (30) days after their issuance.

7.2 Indemnification

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

8. USE

8.1 General

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

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

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

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

8.2 Alterations and Improvements

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

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

consistent with this Agreement.

9. DEFAULT

9.1 Events Constituting Default

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

9.2 Effect of Default

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

9.3 Waiver or Default

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

10. MECHANICS' LIENS

The Tenant shall not permit any mechanics', laborers', materialmens' or other liens to stand against the Premises for any labor, machinery or materials furnished or claimed to have been furnished in connection with the work of any character performed or claimed to have been performed on, or pertaining to the Premises solely for Tenant or under Tenant's control, whether such work was performed or materials furnished prior to or subsequent to the commencement of the term of this Agreement. If any such lien shall be filed or shall attach, the Tenant shall

promptly either pay the same or procure the discharge thereof by giving security or in such other manner as is required or permitted by law. If Tenant fails to do so within thirty (30) days after receiving written notice from the City, the City may procure the discharge of such lien, by payment or otherwise, and may recover all costs and expenses of so doing from Tenant. Moreover, Tenant shall defend, indemnify and hold harmless the City from and against all claims, demands and legal proceedings on account of such furnishing or claimed furnishing of labor, machinery, material and fuel, and shall directly pay or reimburse the City for all costs and

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

11. QUIET ENJOYMENT

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

12. RIGHT OF ENTRY

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

13. ASSIGNMENT, SUBLEASE AND CHANGE OF ORGANIZATION

13.1 Assignment and Sublease

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

13.2 Change of Organization of Tenant

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

14. NOTICES

All notices to the City All notices to the Tenant
shall be sent to: shall be sent to:

The City of Strongsville Greater Cleveland Seniors Softball 18100 Royalton
Road c/o Wayne Repko

Strongsville, Ohio 44136 18230 River Valley Blvd.
Attention: Bryan V. Bogre, Director North Royalton, Ohio 44133
of Recreation & Senior Services
(With a copy to the Law Director)

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

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15. PARTIES BOUND AND BENEFITED

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

16. RELATIONSHIP OF THE PARTIES

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

17. ONLY AGREEMENT

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

18. CAPTIONS

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

19. GOVERNING LAW

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

20. COUNTERPARTS

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

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

Witnesses: CITY OF STRONGSVILLE

By: Thomas P. Perciak
Its: Mayor

Date:

Approved for form:

By: Law Director

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**GREATER CLEVELAND SENIORS
SOFTBALL**

By: Wayne Repko
Wayne Repko
Its: SECRETARY
Date: 3/22/24

STATE OF OHIO)
) ss
COUNTY OF CUYAHOGA)

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Strongsville, Ohio, this ____ day of _____, 2024.

Notary Public _____

STATE OF OHIO)
) ss
COUNTY OF)

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Strongsville, Ohio, this 22nd day of March, 2024.

Notary Public

Nancy M. Sikorski



NANCY M SIKORSKI
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES 03-14-29

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EXHIBIT A

City of Strongsville Fields

VOLUNTEER PARK – 21410 Lunn Road

1. Farnsworth Field
2. Cappy Field

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 054

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A NON-EXCLUSIVE RENTAL/OCCUPANCY AGREEMENT WITH THE GREAT LAKES BASEBALL LEAGUE ON A LIMITED BASIS FOR 2024, FOR THE USE OF VARIOUS BASEBALL FIELDS IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

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

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

WHEREAS, GLBL again desires to occupy and use the City baseball fields to stage and conduct the Strongsville Memorial Day Weekend Tournament baseball tournament from May 23, 2024 through May 28, 2024, on a limited and non-exclusive basis; and

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

WHEREAS, the parties, therefore, now desire to enter into a limited non-exclusive Rental/Occupancy Agreement for 2024 to be authorized in accordance with Strongsville Codified Ordinance 264.02.

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

Section 1. That this Council finds and determines that the baseball field facilities owned by the City of Strongsville at various locations throughout the City, are not needed entirely for municipal public use; and authorizes and directs the Mayor to enter into a non-exclusive Rental/Occupancy Agreement with the Great Lakes Baseball League for 2024, and upon the other terms and conditions set forth in the Rental/Occupancy Agreement, attached hereto and designated Exhibit 1, which is approved in all respects.

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

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

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2024 – 054
PAGE 2

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

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
Clerk of Council

Ord. No. 2024-054 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

RENTAL/OCCUPANCY AGREEMENT

THIS RENTAL/OCCUPANCY AGREEMENT is made effective the ____ day of _____, 2024, by and between THE CITY OF STRONGSVILLE, OHIO, a municipal corporation organized and existing pursuant to law and located at 16099 Foltz Parkway, Strongsville, Ohio 44149 (hereinafter "City") and GREAT LAKES BASEBALL LEAGUE, and located at 7575 Tyler Boulevard, Suite C-18, Mentor, Ohio 44060 (hereinafter called "GLBL" or "Tenant").

WITNESSETH:

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

WHEREAS, GLBL again desires to occupy and use the City baseball fields to stage and conduct the "Strongsville Memorial Day Weekend Tournament" baseball tournament from May 23, 2024 through May 28, 2024, on a limited and non-exclusive basis; and

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

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

1. DESCRIPTION AND RENTAL OF PREMISES

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

2. TERM

2.1 Term

The term of this Rental/Occupancy shall commence May 23, 2024 and end at midnight May 28, 2024.

2.2 Termination

Tenant hereby acknowledges that the City may, at any time, and without cause, terminate this Agreement upon fourteen (14) days written notice. The City will make every good faith effort to apprise Tenant of its intentions at the earliest possible date, but reserves the right to terminate this Agreement within its sole discretion.

3. RENT

3.1 Basic Rent

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

- (a) Field Fee – One Hundred Thirty-Five Dollars (\$135.00) per baseball field, per day, for each baseball field used by Tenant during the term of Tenant's occupancy.
- (b) City Labor Fee – Forty Dollars (\$40.00) per hour for each two (2) person City crew that is used to set-up and maintain the Premises during the term of Tenant's occupancy.

- (c) Portable Toilets – One Hundred Seventy-Five Dollars (\$175.00) each day for a total amount of Five Hundred Twenty-Five Dollars (\$525.00) for the daily cleaning of all portable toilets.
- (d) Illumination of Baseball Fields – Twenty-Five Dollars (\$25.00) per baseball field, per day, for each baseball field, where the electric light system is used to illuminate each field.
- (e) Field Drying Agent – Fifteen Dollars (\$15.00) for each bag of drying agent used during the term of Tenant's occupancy.

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

3.3 Method of Payment

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

4. POSSESSION

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

5. CONDITION OF PREMISES, REPAIRS, ALTERATIONS AND MAINTENANCE

5.1 Condition of Premises at Commencement of Term

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

5.2 Repairs and Maintenance

(a) The City shall have sole responsibility, but within its sole discretion, to repair and maintain the Premises, including but not limited to lining and reasonable maintenance of the baseball game field, plus all driveways, sidewalks, parking areas or other paved areas servicing the Premises. City shall also, at its sole expense, keep all walks, driveways, sidewalks, parking areas or other paved areas servicing the Premises free of excessive snow, ice, water, rubbish and dirt and other natural or artificial accumulations.

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

5.3 Condition of Premises at Termination of Agreement

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

6. UTILITIES

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

7. INSURANCE AND INDEMNIFICATION

7.1 Public Liability Insurance

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

7.2 Indemnification

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

8. USE

8.1 General

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

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

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

8.2 Alterations and Improvements

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

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

9. DEFAULT

9.1 Events Constituting Default

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

9.2 Effect of Default

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

9.3 Waiver or Default

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

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

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

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

12. RIGHT OF ENTRY

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

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13.1 Assignment and Sublease

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

13.2 Change of Organization of Tenant

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

14. NOTICES

All notices to the City shall be sent to:

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

All notices to the Tenant shall be sent to:

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

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

15. PARTIES BOUND AND BENEFITED

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

16. RELATIONSHIP OF THE PARTIES

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

17. ONLY AGREEMENT

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

18. CAPTIONS

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

19. GOVERNING LAW

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

20. COUNTERPARTS

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

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

Witnesses:

CITY OF STRONGSVILLE
By: _____
Thomas P. Perciak
Its: _____
Mayor
Date: _____
Approved for form:
By: _____
Law Director

GREAT LAKES BASEBALL LEAGUE

By: Harry Oschip
Harry Oschip

Its: DIRECTOR

Date: _____

STATE OF OHIO)
) ss
COUNTY OF ~~GUYAHOGA~~)

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Strongsville, Ohio, this 21st day of March, 2024.



SKILAR L JONES
Notary Public, State of Ohio
My Comm. Expires 01/13/2026

Skilar L Jones
Notary Public

STATE OF OHIO)
) ss
COUNTY OF Lake)

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Mentor, Ohio, this 21st day of March, 2024.



SKILAR L JONES
Notary Public, State of Ohio
My Comm. Expires 01/13/2026

Skilar L Jones
Notary Public

EXHIBIT A

City of Strongsville Baseball Fields

REC PARK #1 – 18100 Royalton Road

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

REC PARK #2 – 16109 Foltz Parkway

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

REC PARK #3 – 21273 Drake Road

1. Wood Field
2. Sprague Field

VOLUNTEER PARK – 21410 Lunn Road

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

YOUTH SPORTS PARK – 21255 Lunn Road

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

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2024 - 55
BY: MAYOR THOMAS P. PERCIAK

AN ORDINANCE MAKING APPROPRIATIONS FOR THE ANNUAL EXPENSES AND OTHER EXPENDITURES OF THE CITY OF STRONGSVILLE, OHIO, FOR THE YEAR 2024 AND REPEALING ORDINANCE NUMBER 2024 - 023

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

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

		<u>General Fund - 101</u>			
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
101	Total General Fund	\$ 22,406,138.00	\$ 10,769,370.00	\$ 20,850,000.00	\$ 54,025,508.00

		<u>Special Revenue Funds - 200</u>			
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
203	Police Pension	\$ 1,735,000.00	-	-	\$ 1,735,000.00
204	Street Construction & Maintenance	5,481,850.00	8,073,750.00	-	13,555,600.00
205	State Highway Maintenance	-	450,000.00	-	450,000.00
206	Motor Vehicle License Tax	-	400,000.00	-	400,000.00
207	Emergency Vehicle Fund	-	1,976,788.00	-	1,976,788.00
208	Fire Levy	9,662,800.00	1,368,000.00	-	11,030,800.00
209	Fire Pension	1,800,000.00	-	-	1,800,000.00
211	Clerk of Court	-	18,000.00	-	18,000.00
212	Drainage Levy	-	673,000.00	-	673,000.00
213	Local Fiscal Recovery	677,909.00	-	300,000.00	977,909.00
214	Multi-Purpose Complex	3,472,577.00	2,303,090.00	-	5,775,667.00
215	Southwest General Hospital	-	370,000.00	-	370,000.00
216	Law Enforcement Federal Seizures	-	60,000.00	-	60,000.00
217	Law Enforcement State Seizures	-	5,000.00	-	5,000.00
218	Law Enforcement Drug Fine	-	1,000.00	-	1,000.00
219	Law Enforcement DWI/DUI	-	15,000.00	-	15,000.00
220	Tree Fund	-	183,000.00	-	183,000.00
222	Community Diversion	-	3,000.00	-	3,000.00
223	Bond Escrow	-	718,500.00	-	718,500.00
224	Earned Benefits	405,000.00	-	-	405,000.00
225	One Ohio Settlement Fund	-	30,000.00	-	30,000.00
200	Total Special Revenue Funds	\$ 23,235,136.00	\$ 16,648,128.00	\$ 300,000.00	\$ 40,183,264.00

		<u>Debt Service Funds - 300</u>			
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
331	General Bond Retirement	\$ 60,000.00	\$ 4,115,275.00	-	\$ 4,175,275.00
333	Pearl Road TIF # 1	-	580,288.00	-	580,288.00
334	Royalton Road TIF	-	176,700.00	-	176,700.00
335	Pearl Road TIF # 2	-	86,300.00	-	86,300.00
336	Pearl Road TIF # 3	-	45,600.00	-	45,600.00
337	Westwood Commons TIF	-	38,000.00	-	38,000.00
338	Giant Eagle TIF	-	132,600.00	-	132,600.00
339	GETGO TIF	-	20,000.00	-	20,000.00
340	Clover Senior TIF	-	157,100.00	-	157,100.00
341	Pearl Road TIF # 4	-	265,100.00	-	265,100.00
342	Cane's/Chase TIF	-	55,800.00	-	55,800.00
343	Brighton Best TIF	-	4,000.00	-	4,000.00
344	Pearl North TIF	-	108,100.00	-	108,100.00
346	Camden Woods TIF	-	483.00	9,000.00	9,483.00
300	Total Debt Service Funds	\$ 60,000.00	\$ 5,785,346.00	\$ 9,000.00	\$ 5,854,346.00

Capital Improvement Capital Project Funds - 400

Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
441	Recreation Capital Improvement	\$ -	\$ 130,000.00	\$ -	\$ 130,000.00
442	General Capital Improvement	-	18,856,884.00	-	18,856,884.00
447	TIF Capital Improvements	-	334,256.00	-	334,256.00
448	Town Center Improvement Fund	-	488,007.00	5,753,500.00	6,241,507.00
400	Total Capital Project Funds	\$ -	\$ 19,809,147.00	\$ 5,753,500.00	\$ 25,562,647.00

Enterprise Funds - 500

Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
551	Sanitary Sewer	\$ 7,157,208.00	\$ 5,113,015.00	\$ -	\$ 12,270,223.00

Internal Service Fund - 600

Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
661	Health Insurance Reserve	\$ -	\$ 6,862,500.00	\$ -	\$ 6,862,500.00
664	Worker's Compensation Reserve	-	495,000.00	-	495,000.00
600	Total Internal Service Funds	\$ -	\$ 7,357,500.00	\$ -	\$ 7,357,500.00

Grand Total All Funds	\$ 52,858,482.00	\$ 65,482,506.00	\$ 26,912,500.00	\$ 145,253,488.00
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Itemized list of Transfers and Advances by Fund

Description	Amount
General Fund to Fire Levy Fund	5,850,000.00
General Fund to General Capital Improvement Fund	5,000,000.00
General Fund to Street Construction Fund	4,000,000.00
General Fund to Multi-Complex Fund	2,700,000.00
General Fund to Police Pension Fund	1,500,000.00
General Fund to Fire Pension Fund	1,200,000.00
General Fund to Recreation Capital Improvement Fund	500,000.00
General Fund to Tree Fund	100,000.00
Total Transfers	\$ 20,850,000.00
Town Center Capital Improvement fund to General Fund	5,753,500.00
Local Fiscal Recovery fund to General Fund	300,000.00
Camden Wooks TIF fund to General Fund	9,000.00
Total Advance and Advance Repayments	\$ 6,062,500.00
Total Transfers, Advances and Advance Repayments	\$ 26,912,500.00

Section 2: That all expenditures within the fiscal year ending December 31, 2024 shall be made in accordance with the code accounts set forth above, and shall be made within the appropriations herein provided.

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

Section 4: AS AN ORDINANCE providing for the appropriation of monies and consistent with the City's Charter Article III, Section 13, this Ordinance shall take effect immediately upon its passage and approval by the Mayor, or otherwise at the earliest time allowed by law.

_____		Approved:	_____	
President of Council			Mayor	
_____			_____	
Date Passed			Date Approved	
	Attest:		ORD. No. <u>2024-055</u>	Amended: _____
		Clerk of Council	1st Rdg. _____	Ref: _____
			2nd Rdg. _____	Ref: _____
			3rd Rdg. _____	Ref: _____
			_____	_____
			Pub Hrg. _____	Ref: _____
			Adopted: _____	Defeated: _____

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

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

Dept #	Department	Personal Services	Other	Transfers & Advances	Total
011410	Council	\$ 397,200.00	\$ 41,800.00	\$ -	\$ 439,000.00
011411	Mayors Office	311,280.00	16,800.00	-	328,080.00
015412	Police Department	11,856,762.00	2,553,300.00	-	14,410,062.00
011413	Human Resources	288,600.00	74,040.00	-	362,640.00
011414	Finance Department	477,100.00	18,200.00	-	495,300.00
011415	Legal Department	536,700.00	70,350.00	-	607,050.00
011416	Communication & Technology	855,246.00	926,300.00	-	1,781,546.00
011417	Building Department	1,094,260.00	236,600.00	-	1,330,860.00
011418	Mayors Court	171,700.00	252,200.00	-	423,900.00
011420	Rubbish Department	-	3,103,500.00	-	3,103,500.00
011421	Cemetery Department	147,140.00	361,960.00	-	509,100.00
011422	Architectural Board of Review	-	4,000.00	-	4,000.00
011423	Planning Commission	125,943.00	67,500.00	-	193,443.00
011424	Civil Service	-	27,700.00	-	27,700.00
011425	Board of Appeals	-	22,850.00	-	22,850.00
011428	Parks Department	134,800.00	342,500.00	-	477,300.00
011429	Public Safety	198,400.00	-	-	198,400.00
011430	General Miscellaneous	-	2,114,200.00	-	2,114,200.00
011435	Economic Development	213,900.00	93,670.00	-	307,570.00
015415	OPIOID Grant	31,950.00	15,300.00	-	47,250.00
015414	Corrections Officers	1,269,050.00	126,700.00	-	1,395,750.00
015413	Regional Dispatch Center	4,296,107.00	299,900.00	-	4,596,007.00
011468	Non Government Transfers	-	-	20,850,000.00	20,850,000.00
	Total General Fund	\$ 22,406,138.00	\$ 10,769,370.00	\$ 20,850,000.00	\$ 54,025,508.00
031000	Police Pension	1,735,000.00	-	-	1,735,000.00
046419	Street Repairs	4,620,700.00	6,111,750.00	-	10,732,450.00
046426	Traffic Signal Maintenance	127,900.00	262,000.00	-	389,900.00
046427	Snow Removal	-	850,000.00	-	850,000.00
046433	Municipal Garage	733,250.00	850,000.00	-	1,583,250.00
056000	State Highway Maintenance	-	450,000.00	-	450,000.00
066000	Motor Vehicle License Tax	-	400,000.00	-	400,000.00
075000	Emergency Vehicle Fund	-	1,976,788.00	-	1,976,788.00
085000	Fire Levy	9,662,800.00	1,102,800.00	-	10,765,600.00
085001	Fire Station Ward 1	-	57,200.00	-	57,200.00
085002	Fire Station Ward 2	-	39,500.00	-	39,500.00
085003	Fire Station Ward 3	-	40,000.00	-	40,000.00
085004	Fire Station Ward 4	-	128,500.00	-	128,500.00
095000	Fire Pension	1,800,000.00	-	-	1,800,000.00
111000	Clerk of Court	-	18,000.00	-	18,000.00
121000	Drainage Levy	-	673,000.00	-	673,000.00
131000	Local Fiscal Recovery	677,909.00	-	300,000.00	977,909.00
143304	Sports Programs	312,000.00	258,700.00	-	570,700.00
143305	Recreation Administration	550,200.00	701,500.00	-	1,251,700.00
143306	Fitness	444,500.00	150,700.00	-	595,200.00
143310	Aquatics	747,200.00	153,600.00	-	900,800.00
143311	Recreation Programs	138,200.00	98,500.00	-	236,700.00
143430	Special Events	40,000.00	31,190.00	-	71,190.00
143431	Old Town Hall	8,900.00	56,800.00	-	65,700.00
143439	Senior Services	581,800.00	478,100.00	-	1,059,900.00
143451	Recreation Maintenance	649,777.00	345,000.00	-	994,777.00
143500	Program Refunds	-	29,000.00	-	29,000.00
152000	Southwest General Hospital	-	370,000.00	-	370,000.00
165000	Law Enforcement Federal Seizures	-	60,000.00	-	60,000.00
175000	Law Enforcement State Seizures	-	5,000.00	-	5,000.00
185000	Law Enforcement Drug Fine	-	1,000.00	-	1,000.00
195000	Law Enforcement DWI/DUI	-	15,000.00	-	15,000.00
204000	Tree Maintenance	-	183,000.00	-	183,000.00
225000	Community Diversion	-	3,000.00	-	3,000.00
223100	Bond Escrow	-	718,500.00	-	718,500.00
224000	Earned Benefits	405,000.00	-	-	405,000.00
250000	One Ohio Settlement Fund	-	30,000.00	-	30,000.00
	Total Special Revenue Funds	\$ 23,235,136.00	\$ 16,648,128.00	\$ 300,000.00	\$ 40,183,264.00

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

Dept #	Department	Personal Service	Other	Transfers & Advances	Total
311000	General Bond Retirement	60,000.00	4,115,275.00	-	4,175,275.00
333000	Pearl Road TIF # 1	-	580,288.00	-	580,288.00
334000	Royallon Road TIF	-	176,700.00	-	176,700.00
335000	Pearl Road TIF # 2	-	86,300.00	-	86,300.00
336000	Pearl Road TIF # 3	-	45,600.00	-	45,600.00
337000	Westwood Commons TIF	-	38,000.00	-	38,000.00
338000	Giant Eagle TIF	-	132,600.00	-	132,600.00
339000	GETGO TIF	-	20,000.00	-	20,000.00
340000	Clover Senior TIF	-	157,100.00	-	157,100.00
341000	Pearl Road TIF # 4	-	265,100.00	-	265,100.00
342000	Cane's/Chase TIF	-	55,800.00	-	55,800.00
343000	Brighton Best TIF	-	4,000.00	-	4,000.00
344000	Pearl North TIF	-	108,100.00	-	108,100.00
346000	Camden Woods TIF	-	483.00	9,000.00	9,483.00
	Total Debt Service	\$ 60,000.00	\$ 5,785,346.00	\$ 9,000.00	\$ 5,854,346.00
413000	Recreation Capital Improvement	-	130,000.00	-	130,000.00
421000	General Capital Improvement	-	18,856,884.00	-	18,856,884.00
447100	Pearl & Whitney TIF	-	52,625.00	-	52,625.00
447102	Prospect & Albion TIF	-	21,478.00	-	21,478.00
447103	Goodyear & 5/3 TIF	-	51,547.00	-	51,547.00
447104	42/82 TIF	-	112,760.00	-	112,760.00
447105	Dunkin Donuts TIF	-	10,739.00	-	10,739.00
447106	Pearl & Luan TIF	-	21,478.00	-	21,478.00
447107	Progressive Quality Care	-	31,144.00	-	31,144.00
447108	Infinium TIF	-	2,148.00	-	2,148.00
447109	Sprague Road TIF	-	18,256.00	-	18,256.00
447110	Freddy's TIF	-	6,443.00	-	6,443.00
447111	Arby's TIF	-	5,638.00	-	5,638.00
448108	Town Center Improvement Fund	-	488,007.00	5,753,500.00	6,241,507.00
	Total Capital Projects	\$ -	\$ 19,809,147.00	\$ 5,753,500.00	\$ 25,562,647.00
512501	Engineering and Administration	795,700.00	941,525.00	-	1,737,225.00
512502	Plant Expenditures	5,000,000.00	2,687,000.00	-	7,687,000.00
512503	Line Expenditures	1,361,508.00	903,000.00	-	2,264,508.00
512504	Sewer Capital Improvements	-	500,000.00	-	500,000.00
512505	Sewer Debt Payments	-	81,490.00	-	81,490.00
	Total Sanitary Sewer	\$ 7,157,208.00	\$ 5,113,015.00	\$ -	\$ 12,270,223.00
661000	Health Insurance Reserve	-	6,862,500.00	-	6,862,500.00
664000	Workers Compensation Reserve	-	495,000.00	-	495,000.00
	Total Internal Service	\$ -	\$ 7,357,500.00	\$ -	\$ 7,357,500.00
	GRAND TOTAL	\$ 52,858,482.00	\$ 65,482,506.00	\$ 26,912,500.00	\$ 145,253,488.00

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 056

By: Mayor Perciak and All Members of Council

AN ORDINANCE AMENDING SECTION 881.03(7) OF CHAPTER 881 OF TITLE FOUR OF PART EIGHT OF THE CITY'S CODIFIED ORDINANCES CONCERNING REMOTE EMPLOYMENT, AND DECLARING AN EMERGENCY.

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

Section 1. That Section 881.03(7) Remote Employment, of Title Four of Part Eight-Business Regulation and Taxation Code of the Codified Ordinances of the City of Strongsville, be and is hereby amended, in order that Section 881.03(7) shall read in its entirety as follows:

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

* * *

881.03 IMPOSITION OF TAX.

* * *

Remote Employment.

7. (a) As used in this division:

(1) "Qualifying remote employee or owner" means an individual who is an employee of a taxpayer or who is a partner or member holding an ownership interest in a taxpayer that is treated as a partnership for federal income tax purposes, provided that the individual meets both of the following criteria:

(i) The taxpayer has assigned the individual to a qualifying reporting location.

(ii) The individual is permitted or required to perform services for the taxpayer at a qualifying remote work location.

(2) "Qualifying remote work location" means a permanent or temporary location at which an employee or owner chooses or is required to perform services for the taxpayer, other than a reporting location of the taxpayer or any other location owned or controlled by a customer or client of the taxpayer. "Qualifying remote work location" may include the residence of an employee or owner and may be located outside of a municipal corporation that imposes an income tax in accordance with this chapter. An employee or owner may have more than one qualifying remote work location during a taxable year.

(3) "Reporting location" means either of the following:

(i) A permanent or temporary place of doing business, such as an office, warehouse, storefront, construction site, or similar location, that is owned or controlled directly or indirectly by the taxpayer;

(ii) Any location in this state owned or controlled by a customer or client of the taxpayer, provided that the taxpayer is required to withhold taxes under Section 881.04 of this Chapter, on qualifying wages paid to an employee for the performance of personal services at that location.

(4) "Qualifying reporting location" means one of the following:

(i) The reporting location in this state at which an employee or owner performs services for the taxpayer on a regular or periodic basis during the taxable year;

(ii) If no reporting location exists in this state for an employee or owner under division ~~(G)(1)(d)(i)(7)(a)(4)(i)~~ of this section, the reporting location in this state at which the employee's or owner's supervisor regularly or periodically reports during the taxable year;

(iii) If no reporting location exists in this state for an employee or owner under division ~~(G)(1)(d)(i)(7)(a)(4)-or-(iii)~~ of this section, the location that the taxpayer otherwise assigns as the employee's or owner's qualifying reporting location, provided the assignment is made in good faith and is recorded and maintained in the taxpayer's business records. A taxpayer may change the qualifying reporting location designated for an employee or owner under this division at any time.

(b) For tax years ending on or after December 31, 2023, a taxpayer may elect to apply the provisions of this division to the apportionment of its net profit from a business or profession. For taxpayers that make this election, the provisions of division (6) of this section apply to such apportionment except as otherwise provided in this division.

A taxpayer shall make the election allowed under this division in writing on or with the taxpayer's net profit return or, if applicable, a timely filed amended net profit return or a timely filed appeal of an assessment. The election applies to the taxable year for which that return or appeal is filed and for all subsequent taxable years, until the taxpayer revokes the election.

The taxpayer shall make the initial election with the tax administrator of each municipal corporation with which, after applying the apportionment provisions authorized in this division, the taxpayer is required to file a net profit tax return for that taxable year. A taxpayer shall not be required to notify the tax administrator of a municipal corporation in which a qualifying remote employee's or owner's qualifying remote work location is located, unless the taxpayer is otherwise

required to file a net profit return with that municipal corporation due to business operations that are unrelated to the employee's or owner's activity at the qualifying remote work location.

After the taxpayer makes the initial election, the election applies to every municipal corporation in which the taxpayer conducts business. The taxpayer shall not be required to file a net profit return with a municipal corporation solely because a qualifying remote employee's or owner's qualifying remote work location is located in such municipal corporation.

Nothing in this division prohibits a taxpayer from making a new election under this division after properly revoking a prior election.

(c) For the purpose of calculating the ratios described in division 6(a) of this section, all of the following apply to a taxpayer that has made the election described in division 7(b):

(1) For the purpose of division 6(a)(1) of this section, the average original cost of any tangible personal property used by a qualifying remote employee or owner at that individual's qualifying remote work location shall be situated to that individual's qualifying reporting location.

(2) For the purpose of division 6(a)(2) of this section, any wages, salaries, and other compensation paid during the taxable period to a qualifying remote employee or owner for services performed at that individual's qualifying remote work location shall be situated to that individual's qualifying reporting location.

(3) For the purpose of division 6(a)(3) of this section, and notwithstanding division 6(d) of this section, any gross receipts of the business or profession from services performed during the taxable period by a qualifying remote employee or owner for services performed at that individual's qualifying remote work location shall be situated to that individual's qualifying reporting location.

(d) Nothing in this division prevents a taxpayer from requesting, or a tax administrator from requiring, that the taxpayer use, with respect to all or a portion of the income of the taxpayer, an alternative apportionment method as described in division 6(b) of this section. However, a tax administrator shall not require an alternative apportionment method in such a manner that it would require a taxpayer to file a net profit return with a municipal corporation solely because a qualifying remote employee's or owner's qualifying remote work location is located in that municipal corporation.

(e) Except as otherwise provided in this division, nothing in this division is intended to affect the withholding of taxes on qualifying wages pursuant to Section 881.04 of this Chapter.

~~(Ord. 2023-149. Passed 11-6-23.)~~

Section 2. That the provisions of this Ordinance shall be operative from and after the effective date of this Ordinance, in accordance with law.

Section 3. That any ordinances or parts thereof inconsistent with this Ordinance be and are hereby repealed.

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 necessary to further update the City's municipal Code in order to provide for consistency in law. 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. 2024-056 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2024 – 057

By: Mayor Perciak and All Members of Council

A RESOLUTION REQUESTING THAT THE COUNTY FISCAL OFFICER CERTIFY CERTAIN INFORMATION TO THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

WHEREAS, Ohio Revised Code Section 5705.03 provides that when a taxing authority determines that it is necessary to levy a tax outside of the ten-mill limitation for any purpose authorized by the Revised Code, prior to the certification to the proper county board of elections of its resolution to submit the question of levying a tax outside of the ten-mill limitation to the electors of the subdivision, the taxing authority shall certify a resolution to the County Fiscal Officer requesting that the County Fiscal Officer certify to the taxing authority the total current tax valuation of the subdivision, and the dollar amount of revenue that would be generated by a specified number of mills.

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

Section 1. That the amount of taxes which may be raised within the ten (10) mill limitation by levies on the current tax duplicate will be insufficient to provide an adequate amount for the necessary requirements of the City of Strongsville.

Section 2. The renewal levy rate shall be one (1) mill for each dollar of taxable value, same as the current rate. Said renewal levy rate shall be levied upon the entire territory of the City, which is located in the County of Cuyahoga, for a period of five (5) years, commencing in tax year 2025, first collection in tax year 2026. The question of the renewal of said levy shall appear on the ballot of the November 5, 2024 election. The ballot measure shall be submitted to the entire territory of the City and held at the regular place of voting in said City established by the Cuyahoga County Board of Elections or otherwise, within the time provided by law and shall be conducted, canvassed and certified in the manner provided by law. That the purpose of this levy is for making appropriations for hospitalization in, and support of, Southwest General Health Center, said renewal tax levy being authorized pursuant to Ohio Revised Code Sections 749.01 and 5705.191.

Section 3. That the question of such renewal tax levy shall be submitted to the electors of said City at the general election to be held on Tuesday, November 5, 2024.

Section 4. That this Council hereby requests that the County Fiscal Officer certify to the City of Strongsville the total current tax valuation of the City of Strongsville and the dollar amount of revenue that will be generated by the one (1) mill renewal tax levy.

Section 5. That the Clerk of Council be and is hereby authorized and directed to certify this Resolution to the County Fiscal Officer of Cuyahoga County, Ohio requesting that the County Fiscal Officer certify to the City of Strongsville the total current tax valuation of the City of Strongsville and the dollar amount of revenue that will be generated by the one (1) mill renewal tax levy.

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

Section 7. That this Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, property, health, safety and welfare of the City; and for the further reason that under law a certified copy of this Resolution must be submitted to the Cuyahoga County, Ohio Fiscal Officer and the information requested from said Fiscal Officer must be received prior to submission of the ballot language to the Cuyahoga County, Ohio Board of Elections on or before August 7, 2024. Therefore, provided this Resolution receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in full 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. 2024-057 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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