



# City of Strongsville

16099 Foltz Parkway  
Strongsville, Ohio 44149-5598  
Phone: 440-580-3110  
Council Office Fax: 440-572-1648  
[www.strongsville.org](http://www.strongsville.org)

## City Council

James A. Kaminski  
Ward 1

Annmarie P. Roff  
Ward 2

Thomas M. Clark  
Ward 3

Gordon C. Short  
Ward 4

Joseph C. DeMio  
At-Large

James E. Carbone  
At-Large

Kelly A. Kosek  
At-Large

Aimee Pientka, MMC  
Clerk of Council

Tiffany Mekeel, MMC  
Assistant Clerk of Council



April 14, 2022

## MEETING NOTICE

City Council has scheduled the following meetings for **Monday, April 18, 2022**, to be held in the Caucus Room and the Council Chamber at the ***Mike Kalinich Sr. City Council Chamber, 18688 Royalton Road***:

**Caucus will begin at 7:30 p.m.** *All committees listed will meet immediately following the previous committee:*

**7:30 P.M.** **Recreation & Community Services Committee** will meet to discuss Ordinance Nos. 2022-062, 2022-063 and 2022-064.

**Public Safety & Health Committee** will meet to discuss Ordinance Nos. 2022-065, 2022-066 and 2022-067.

**Communications & Technology Committee** will meet to discuss Ordinance No. 2022-068.

**Public Service & Conservation Committee** will meet to discuss Ordinance No. 2022-069.

**8:00 P.M.** **Regular Council Meeting**

Any other matters that may properly come before this Council may also be discussed.

## **BY ORDER OF THE COUNCIL:**

Aimee Pientka, MMC  
Clerk of Council



## **STRONGSVILLE CITY COUNCIL REGULAR MEETING**

**MONDAY, APRIL 18, 2022 AT 8:00 P.M.**

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



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### **AGENDA**

1. CALL TO ORDER:
2. PLEDGE OF ALLEGIANCE:
3. CERTIFICATION OF POSTING:
4. ROLL CALL:
5. COMMENTS ON MINUTES:
  - *Regular Council Meeting – April 4, 2022*
6. APPOINTMENTS, CONFIRMATIONS, AWARDS AND RECOGNITION:
7. REPORTS OF COUNCIL COMMITTEE:
  - SCHOOL BOARD – Clark
  - BUILDING & UTILITIES – Clark
  - SOUTHWEST GENERAL HEALTH SYSTEM – Short
  - ECONOMIC DEVELOPMENT – Short
  - PUBLIC SERVICE AND CONSERVATION – DeMio
  - FINANCE – Kosek
  - PLANNING, ZONING AND ENGINEERING – Kaminski
  - PUBLIC SAFETY AND HEALTH – Kaminski
  - RECREATION AND COMMUNITY SERVICES – Roff
  - COMMUNICATIONS AND TECHNOLOGY – Carbone
  - COMMITTEE-OF-THE-WHOLE – Carbone
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. 2022-062 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 2022, FOR THE USE OF VARIOUS BASEBALL FIELDS IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Ordinance No. 2022-063 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 2022, FOR THE USE OF VARIOUS BASEBALL FIELDS IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Ordinance No. 2022-064 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR NATATORIUM RENOVATIONS AT THE WALTER F. EHRLFELT RECREATION & SENIOR CENTER, AND DECLARING AN EMERGENCY.
- Ordinance No. 2022-065 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO APPLY FOR FINANCIAL ASSISTANCE UNDER THE DRUG ABUSE RESISTANCE EDUCATION ("DARE") LAW ENFORCEMENT GRANTS PROGRAM; AUTHORIZING ACCEPTANCE OF FUNDS, AND DECLARING AN EMERGENCY.
- Ordinance No. 2022-066 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE PURCHASE OF ONE (1) ARMORED VEHICLE FOR USE BY THE CITY OF STRONGSVILLE POLICE DEPARTMENT, AND DECLARING AN EMERGENCY.
- Ordinance No. 2022-067 by Mayor Perciak and All Members of Council. AN ORDINANCE RATIFYING, APPROVING AND AUTHORIZING THE MAYOR TO APPLY FOR AND ACCEPT FUNDS FROM CUYAHOGA COUNTY FOR FINANCIAL ASSISTANCE UNDER THE FISCAL YEAR (FY) 2019 STATE HOMELAND SECURITY GRANT PROGRAM, FOR REIMBURSEMENT OF EXPENSES INCURRED BY THE CITY'S FIRE DEPARTMENT; AND DECLARING AN EMERGENCY.
- Ordinance No. 2022-068 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING PARTICIPATION IN UNITED STATES GENERAL SERVICES ADMINISTRATION CONTRACTS FOR THE PURCHASE OF CELLULAR COMMUNICATIONS SERVICES AND EQUIPMENT FOR USE BY VARIOUS DEPARTMENTS OF THE CITY; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO DO ALL THINGS NECESSARY TO ENTER INTO AGREEMENTS IN CONNECTION THEREWITH; AND DECLARING AN EMERGENCY.
- Ordinance No. 2022-069 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE PURCHASE OF GENERAL PAVEMENT SERVICES FOR 2022 FOR USE BY THE SERVICE DEPARTMENT OF THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

11. COMMUNICATIONS, PETITIONS AND CLAIMS:

- Application for Permit: **NEW D3:** To: Emanuel CS Inc. DBA: **Amigos Taqueria**, 14795 Pearl Road, Strongsville, Ohio 44136 (Responses must be postmarked no later than 04/25/22).
- Application for Permit: **TRFO D5-D6:** To: Strongsville Habanero B LLC DBA: **Blue Habanero**, 18066 Royalton Road, Strongsville, Ohio 44136 (Responses must be postmarked no later than 05/02/22).

12. MISCELLANEOUS BUSINESS:

13. ADJOURNMENT:

**CITY OF STRONGSVILLE, OHIO**

**ORDINANCE NO. 2022 – 062**

**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 2022, 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 26, 2022 through September 30, 2022, 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 2022 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 2022, 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. 2022 – 062  
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**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	_____	_____
DeMio	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____

Attest: \_\_\_\_\_  
Clerk of Council

ORD. No. 2022-062 Amended: \_\_\_\_\_  
1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

## **RENTAL/OCCUPANCY AGREEMENT**

**THIS RENTAL/OCCUPANCY AGREEMENT** is made effective the \_\_\_\_ day of \_\_\_\_\_, 2022, 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 26, 2022 through September 30, 2022, 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 26, 2022 and end at midnight September 30, 2022.

#### **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 Dollars (\$40.00) 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.

EX. 1



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

**3.3 Method of Payment**

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

**4. POSSESSION**

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

**5. CONDITION OF PREMISES, REPAIRS, ALTERATIONS AND MAINTENANCE**

**5.1 Condition of Premises at Commencement of Term**

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

**5.2 Repairs and Maintenance**

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

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

**5.3 Condition of Premises at Termination of Agreement**

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

**6. UTILITIES**

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

**7. INSURANCE AND INDEMNIFICATION**

**7.1 Public Liability Insurance**

Tenant shall obtain, at its expense, effective as of the commencement of its right to occupy the Premises, and will maintain so long as Tenant continues to occupy or rent any part of the Premises, complete comprehensive, general liability insurance, under which the City will be named as an additional insured, the policy or policies to be in such form and issued by such company or companies as are satisfactory to the City, in the sum of One Million Dollars



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

## **7.2 Indemnification**

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

## **8. USE**

### **8.1 General**

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

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

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

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

### **8.2 Alterations and Improvements**

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

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

## **9. DEFAULT**

### **9.1 Events Constituting Default**

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

### **9.2 Effect of Default**

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

### **9.3 Waiver or Default**

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

## **10. MECHANICS' LIENS**

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

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

## **11. QUIET ENJOYMENT**

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

## **12. RIGHT OF ENTRY**

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

## **13. ASSIGNMENT, SUBLEASE AND CHANGE OF ORGANIZATION**

### **13.1 Assignment and Sublease**

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

### **13.2 Change of Organization of Tenant**

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

## **14. NOTICES**

All notices to the City  
shall be sent to:

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

All notices to the Tenant  
shall be sent to:

Greater Cleveland Seniors Softball  
c/o Wayne Repko  
18230 River Valley Blvd.  
North Royalton, Ohio 44133

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

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Its: \_\_\_\_\_

Date: \_\_\_\_\_

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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. 2022 – 063**

**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 2022, 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 28, 2022 through May 30, 2022, 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 2022 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 2022, 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. 2022 – 063  
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.

_____			Approved: _____
President of Council			Mayor
Date Passed: _____		Date Approved: _____	
	<u>Yea</u>	<u>Nay</u>	
Carbone	_____	_____	
Clark	_____	_____	
DeMio	_____	_____	
Kaminski	_____	_____	
Kosek	_____	_____	
Roff	_____	_____	
Short	_____	_____	

Attest: \_\_\_\_\_  
Clerk of Council

ORD. No. 2022-063 Amended: \_\_\_\_\_  
1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

## **RENTAL/OCCUPANCY AGREEMENT**

**THIS RENTAL/OCCUPANCY AGREEMENT** is made effective the \_\_\_\_ day of \_\_\_\_\_, 2022, by and between **THE CITY OF STRONGSVILLE, OHIO**, a municipal corporation organized and existing pursuant to law and located at 16099 Foltz Parkway, Strongsville, Ohio 44149 (hereinafter "City") and **GREAT LAKES BASEBALL LEAGUE**, and located at 7575 Tyler Boulevard, Suite C-18, Mentor, Ohio 44060 (hereinafter called "GLBL" or "Tenant").

### **W I T N E S S E T H:**

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

WHEREAS, GLBL again desires to occupy and use the City baseball fields to stage and conduct the "Strongsville Memorial Day Weekend Tournament" baseball tournament from May 28, 2022 through May 30, 2022, 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 28, 2022 and end at midnight May 30, 2022.

#### **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.

## **10. MECHANICS' LIENS**

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

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

## **11. QUIET ENJOYMENT**

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

## **12. RIGHT OF ENTRY**

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

## **13. ASSIGNMENT, SUBLEASE AND CHANGE OF ORGANIZATION**

### **13.1 Assignment and Sublease**

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

### **13.2 Change of Organization of Tenant**

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

## **14. NOTICES**

All notices to the City  
shall be sent to:

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

All notices to the Tenant  
shall be sent to:

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

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

**15. PARTIES BOUND AND BENEFITED**

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

**16. RELATIONSHIP OF THE PARTIES**

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

**17. ONLY AGREEMENT**

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

**18. CAPTIONS**

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

**19. GOVERNING LAW**

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

**20. COUNTERPARTS**

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

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

Witnesses:

\_\_\_\_\_  
\_\_\_\_\_

**CITY OF STRONGSVILLE**

By: \_\_\_\_\_

Thomas P. Perciak

Its: Mayor

Date: \_\_\_\_\_

Approved for form:

By: \_\_\_\_\_

Law Director



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Harry Oship

Date: \_\_\_\_\_

STATE OF OHIO

COUNTY OF CUYAHOGA

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Strongsville,  
Ohio, this \_\_\_\_ day of \_\_\_\_\_, 2022.

Notary Public

STATE OF OHIO

COUNTY OF

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 \_\_\_\_\_, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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. 2022 – 064

By: Mayor Perciak and All Members of Council

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR NATATORIUM RENOVATIONS AT THE WALTER F. EHRSFELT RECREATION & SENIOR CENTER, AND DECLARING AN EMERGENCY.**

WHEREAS, by and through Resolution No. 2022-041, the City authorized advertising for bids for Natatorium Renovations at the Walter F. Ehrnfelt Recreation & Senior Center facility; and

WHEREAS, one bid was received, which is fair and reasonable and in the best interest of the City, and therefore, Council is desirous of proceeding to award and enter into a contract for such services.

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 **RFC CONTRACTING, LLC**, for Natatorium Renovations at the Walter F. Ehrnfelt Recreation & Senior Center; is in compliance with the applicable requirements for bidding and contracts established by the laws of the City and the State; and is the lowest and best bid for the proposed contract.

**Section 2.** That the Mayor be and is hereby authorized and directed to enter into a contract with the aforesaid lowest and best bidder for renovations to the natatorium at the Walter F. Ehrnfelt Recreation & Senior Center, in accordance with the specifications on file in the office of the Director of Parks, Recreation & Senior Services for the sum submitted in such bid, but in a total amount not to exceed \$1,045,000.00 and in a form to be approved by the Law Director.

**Section 3.** That the funds for the purpose of such contract have been appropriated and shall be paid from the Recreation Capital Improvement Fund; and the Director of Finance be and is hereby authorized and directed to issue the City's warrants in accordance with the terms and conditions of such bid and contract.

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

**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 in order to properly renovate and maintain the Aquatic area at the Recreation Center facilities to protect the health and safety of City employees, guests and invitees to City-owned

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2022 – 064

Page 2

facilities, 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	_____	_____
DeMio	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____

Attest: \_\_\_\_\_  
Clerk of Council

ORD. No. 2022-064 Amended: \_\_\_\_\_  
1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

**CITY OF STRONGSVILLE, OHIO**

**ORDINANCE NO. 2022 – 065**

**By: Mayor Perciak and All Members of Council**

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

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

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

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

WHEREAS, the City again wishes to apply for such funding in order to assist it with the salaries of one (1) certified DARE officer and two (2) certified School Resource Officers, for the 2022-2023 school year; and

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

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

**Section 1.** That the Mayor and other appropriate officers of the City be and are hereby authorized and directed to execute and file an application with the Office of the Attorney General of Ohio, under the 2022-2023 DARE Grants Program for funding for the salary of one (1) certified DARE officer and two (2) certified School Resource Officers, to provide the required assurances therein, and to provide all information and documentation required in said application, all as set forth in the application on file with the Chief of Police.

**Section 2.** That this Council hereby approves the acceptance of any award of funding under such DARE Grant Program for the 2022-2023 school year, and hereby authorizes the Mayor, Director of Finance, Chief of Police, and/or other appropriate officers of the City to do all things necessary in furtherance thereof.

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2022 – 065

Page 2

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

**Section 5.** That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that the prompt execution of such application is required in order to request funding for the 2022-2023 school year, to continue to educate students concerning drug abuse, and conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

\_\_\_\_\_  
President of Council

Approved: \_\_\_\_\_  
Mayor

Date Passed: \_\_\_\_\_ Date Approved: \_\_\_\_\_

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

Attest: \_\_\_\_\_  
Clerk of Council

ORD. No. 2022-065 Amended: \_\_\_\_\_  
1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

**CITY OF STRONGSVILLE, OHIO**

**ORDINANCE NO. 2022 – 066**

**By: Mayor Perciak and All Members of Council**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE PURCHASE OF ONE (1) ARMORED VEHICLE FOR USE BY THE CITY OF STRONGSVILLE POLICE DEPARTMENT, AND DECLARING AN EMERGENCY.**

WHEREAS, by and through Resolution No. 2022-039, the City advertised for bids for the purchase of one (1) armored vehicle for use by the City of Strongsville Police Department; and

WHEREAS, one bid was received, which is fair and reasonable and in the best interest of the City, and therefore, Council is desirous of proceeding to award and enter into a contract for such vehicle.

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 **LENCO INDUSTRIES, INC.**, for one (1) armored vehicle for use by the City of Strongsville Police Department meets the specifications on file in the office of the Chief of Police; is in compliance with the applicable requirements for bidding and contracts established by the laws of the City and the State; and is the lowest and best bid for the proposed contract.

**Section 2.** That the Mayor be and is hereby authorized and directed to enter into a contract with the aforesaid lowest and best bidder for the purchase of one (1) armored vehicle in accordance with the specifications on file in the office of the Chief of Police for the sum submitted in such bid, but in a total amount not to exceed \$333,792.00 and in a form to be approved by the Law Director.

**Section 3.** That the funds for the purpose of such contract have been appropriated and shall be paid from the Emergency Vehicle Fund; and the Director of Finance be and is hereby authorized and directed to issue the City's warrants in accordance with the terms and conditions of such bid and contract.

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

**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 in order to provide for the continuity of services in the operation of the Police Department, to protect the lives and property of persons in the City of Strongsville, and conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-



CITY OF STRONGSVILLE, OHIO  
ORDINANCE NO. 2022 - 066  
Page 2

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	_____	_____
DeMio	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____

Attest: \_\_\_\_\_  
Clerk of Council

ORD. No. 2022-066 Amended: \_\_\_\_\_  
1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2022 – 067

By: Mayor Perciak and All Members of Council

**AN ORDINANCE RATIFYING, APPROVING AND AUTHORIZING THE MAYOR TO APPLY FOR AND ACCEPT FUNDS FROM CUYAHOGA COUNTY FOR FINANCIAL ASSISTANCE UNDER THE FISCAL YEAR (FY) 2019 STATE HOMELAND SECURITY GRANT PROGRAM, FOR REIMBURSEMENT OF EXPENSES INCURRED BY THE CITY'S FIRE DEPARTMENT; AND DECLARING AN EMERGENCY.**

WHEREAS, FY19 State Homeland Security Grant Program ("SHSP") funds were awarded to the County, for the County, and on behalf of the municipalities and other permissible agencies in Cuyahoga County for training; and

WHEREAS, Cuyahoga County has authorized a grant for FY19 SHSP funds for reimbursement of overtime and backfill wage expenses associated with attendance at hazardous materials full-scale exercise training undertaken by members of the City of Strongsville Fire Department; and

WHEREAS, therefore, it is necessary that the City authorize application for and accept funds from Cuyahoga County for reimbursement of overtime and backfill wages through the FY19 State Homeland Security Grant Program, in the amount of \$1,076.87 for the period of August 27, 2021 through August 28, 2021.

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 ratifies, approves and authorizes the Mayor applying for and accepting such funding from Cuyahoga County under the FY19 State Homeland Security Grant Program for reimbursement of overtime and backfill wage expenses associated with attendance at hazardous materials full-scale exercise training by members of the City of Strongsville Fire Department, in the total amount of \$1,076.87 for the period of August 27, 2021 through August 28, 2021, as reflected in the application for reimbursement attached hereto as Exhibit A.

**Section 2.** That the Mayor, Director of Finance, and Fire Chief and/or their authorized representatives be and are hereby authorized and directed to provide, execute and deliver certifications, assurances and such other information as may be required in connection therewith.

**Section 3.** That the funds required to meet the City's obligation, if any, have been appropriated and shall be paid from the Fire Levy 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 in order to receive grant funds to assist in defraying costs of training, to enhance the ability of the Fire Department personnel to provide for homeland security, 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	_____	_____
DeMio	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____

Attest: \_\_\_\_\_  
Clerk of Council

ORD. No. 2022-067 Amended: \_\_\_\_\_  
1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_



# OVERTIME AND BACKFILL APPLICATION FOR REIMBURSEMENT

Municipality: Strongsville  
Contact Name: Jack Draves  
Title: Fire Chief  
Phone Number & Email: 440-580-3216  
jack.draves@strongsville.org

Event: 2021 USAR-HazMat Full-scale Exercise - Tri-C  
Instructor/Organizer: Brian Harting, Mark Vedder  
Event Date(s): 8.27-28, 2021 0800 - 0100  
Discipline: Fire LE HazMat (indicate)

1A = Person participating in event 1b = Backfill for 1A if necessary

If completing electronically, do not enter data in gray fields.

Name	Participant	Backfill	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total OT Hours	OT Rate	OT Wages	Retirement %	Retirement Amount	Medicare Rate	Medicare Amount	Requested Amount
1A Tom Sullivan	X							X		7.00	59.28	\$414.96	24.00%	\$99.59	1.45%	\$6.02	\$520.57
1B																	
2A Steve Suidowski	X							X		8.50	52.17	\$443.45	24.00%	\$106.43	1.45%	\$5.43	\$556.30
2B																	
3A																	
3B																	
4A																	
4B																	
5A																	
5B																	
Total:																	\$1,076.87

Required Supporting Document (checklist: must be submitted for each employee):

Approved request for scheduled OT: ☐

Approved submitted OT timesheet: ☐

Payroll/fiscal report validating payroll requested above: ☐

Payroll report itemizing requested expenses: ☐

Event announcement or notice: ☒

Proof of employer cost (retirement, medicare): ☐

Event schedule or playbook: ☒

Copy of official sign-in sheet: ☒

Allowable Overtime Reimbursement:

All overtime must be paid to the recipient.

Regardless of city policy, no banked hour(s) will be reimbursed.

Reimbursement is only available for full-time personnel (participant or backfill). No part-time hours are reimbursable.

Pre-populated "X" denotes documents PSJS already has

This request for reimbursement is being funded using FEMA Homeland Security Grant funds as approved by the Ohio Emergency Management Agency.

In submitting an application for reimbursement of overtime/backfill, the City agrees to comply with all special and standard grant conditions and Title 2 Code of Federal Regulations (CFR) 200, cost principles found in 2 CFR 225 and federal audit requirements found in circular OBM A-133 as related to reimbursement of overtime and backfill.

In the event of a state and/or federal audit of County records concerning this application, the County will provide the City with a copy of the findings for recovery related to the City's expenditures under this application so that the City shall have an opportunity to submit a written response to said findings. The City shall be liable to the County for the return of all disallowed expenditures as a result of an audit finding. The City shall be liable to the County for findings of recovery made as the result of an audit.

Authorized Applicant:

Signature

Printed

Date

EX. A

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2022 – 068

By: Mayor Perciak and All Members of Council

**AN ORDINANCE AUTHORIZING PARTICIPATION IN UNITED STATES GENERAL SERVICES ADMINISTRATION CONTRACTS FOR THE PURCHASE OF CELLULAR COMMUNICATIONS SERVICES AND EQUIPMENT FOR USE BY VARIOUS DEPARTMENTS OF THE CITY; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO DO ALL THINGS NECESSARY TO ENTER INTO AGREEMENTS IN CONNECTION THEREWITH; AND DECLARING AN EMERGENCY.**

WHEREAS, Federal law provides the opportunity for state, local, regional or tribal governments or any instrumentality thereof to participate in contracts of the United States General Services Administration for the purchase of a variety of information technology from contracts awarded under General Services Administration Federal Supply Schedule, Information Technology, as well as from contracts under the Corporate Schedule containing information technology special item numbers; and

WHEREAS, based upon recommendation of the City's Director of Communication & Technology, this Council wishes to take advantage of that opportunity in connection with the purchase of various cellular communications services and equipment, including wireless voice and data services (GSA Contract No. 47QTCA20D00B5) for use by various City departments retroactive to April 6, 2022 for a two-year period through March 31, 2024.

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 United States General Services Administration Federal Supply Schedule, Information Technology contracts for the purchase of cellular communications services and equipment from **CELLCO PARTNERSHIP dba VERIZON WIRELESS** for use by various departments of the City in amounts not to exceed a total of \$154,000.00 retroactive to April 6, 2022 through March 31, 2024, for a two-year period, based upon the rates set forth in the price list for such contract, which the General Services Administration has entered into pursuant to law, and that is on file with the City's Director of Communication & Technology and summarized on Exhibit A attached hereto and incorporated herein.

**Section 2.** That the City of Strongsville hereby agrees to be bound by the terms and conditions prescribed by the United States General Services Administration for such purchases and to directly pay the vendor, under each such contract of the United States General Services Administration in which the City participates for items and services it receives pursuant to the contracts.

**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 United States General Services Administrative Cooperative Purchasing Program.



CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2022 – 068

Page 2

**Section 4.** That the funds for the purposes of this Ordinance have been appropriated and shall be paid from the General Fund; Street Construction, Maintenance & Repair Fund; Fire Levy Fund; Multi-Purpose Complex Fund and the Sanitary Sewer Fund.

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

**Section 6.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare, and for the further reason that it is immediately necessary to participate in the purchase of such services and equipment in order to maintain necessary communications capabilities with continuity and efficiency in the operation of the various departments of the City, 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	_____	_____
DeMio	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____

Attest: \_\_\_\_\_  
Clerk of Council

ORD. No. 2022-068 Amended: \_\_\_\_\_

1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

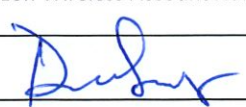
\_\_\_\_\_

\_\_\_\_\_

Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_

Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

**NEW GSA-Multiple Award Schedule #47QTCA20D00B5 Purchase Order****Awarded June 11<sup>th</sup> 2020** Profile ID- 609988

Date:	April 7, 2022
Vendor:	Verizon Wireless
Vendor Address:	10170 Junction Drive Annapolis Junction, MD 20701
Vendor Email:	<a href="mailto:VZWFederal.Implementations@VerizonWireless.com">VZWFederal.Implementations@VerizonWireless.com</a>
Phone:	1.800.561.6227
FAX:	1.866.227.4978
Authorized By:	<p>By signing below, I certify that I am have legal authority to bind the listed government agency , that my agency is authorized to purchase under the GSA Multiple Award Schedule and that the use of all products/services purchased is for authorized government use. <b>ANY RESELLING OF PRODUCTS/SERVICES PURCHASED UNDER THIS ORDER ARE STRICTLY PROHIBITED</b>, as the contract and governing regulations require that all MAS purchases will be used for governmental purposes only and will not be resold for personal use.</p> <p>Agency Name: <u>CITY OF STRONGSVILLE</u></p> <p>Signature of Authorized Official: _____</p> <p>Printed or typed name: <u>THOMAS PERCIAK</u></p> <p>Printed or typed title: <u>MAYOR, CITY OF STRONGSVILLE</u></p>
Contact Information:	<p>Email address: <u>DAVID.SEMS@STRONGSVILLE.ORG</u></p> <p>Phone number: <u>440-580-3193</u> FAX number: _____</p>
Billing Information:	<p><u>CITY OF STRONGSVILLE</u> <u>16099 FOLTZ PARKWAY</u> <u>STRONGSVILLE, OH 44149</u></p>
Payment and Billing Terms:	Net 30
Description of Goods/Services; Pricing:	<p>Cellular service on the accounts listed below (or attached) totaling 200 units in accordance with the rate plans and terms and conditions now or in the future applicable to each of such lines pursuant to GSA Multiple Award Schedule Number 47QTCA20D00B5,</p> <p>Rate Plan(s): All GSA-MAS approved rates and features</p> <p>Equipment: Open Market Pricing</p>
Term:	April, 6th , 2022 for 24 months through 2024 (month) (day) (#) (year)
Funds Authorized:	<p>Monthly Access Fees for service on 200 Lines (Estimated) \$6000.00</p> <p>Equipment charge(s) on 200 Lines (Estimates) \$10,000.00</p> <p>Total Access and Equipment Fees on 200 lines (Estimate) \$154000.00</p> <p>Plus applicable fees, taxes and charges</p>
Contract #:	GSA Multiple Award Schedule Number 47QTCA20D00B5, all terms and conditions are incorporated by reference.
Equipment (Open Market):	None of the equipment listed are products listed on GSA Multiple Award Schedule Contract No. 47QTCA20D00B5. All devices, accessories or other products/services not available on the Schedule Pricelist are purchased "Open Market."
Miscellaneous:	<p>Specify Phones, Delivery, Etc.:</p> <p>Existing Verizon Wireless Account Number/s (if applicable)</p>
Customer Acceptance:	<p>Signature: <u></u> Date: <u>4-7-22</u></p>

For Verizon Wireless internal use only: Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Ex.A



CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2022 – 069

By: Mayor Perciak and All Members of Council

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE PURCHASE OF GENERAL PAVEMENT SERVICES FOR 2022 FOR USE BY THE SERVICE DEPARTMENT OF THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.**

WHEREAS, by and through Resolution No. 2022-046, the City advertised for bids for the purchase of general pavement services for use by the Service Department of the City of Strongsville for a period ending December 31, 2022; and

WHEREAS, one bid was received, which is fair and reasonable and in the best interest of the City, and therefore, Council is desirous of proceeding to award and enter into a contract for such services.

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 **CROSSROADS ASPHALT RECYCLING, INC.**, for the purchase of general pavement services through December 31, 2022 for use by the Service Department of the City of Strongsville meets the specifications on file in the office of the Director of Public Service; 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.

**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 for the purchase of general pavement services for use by the Service Department of the City, in accordance with the specifications on file in the office of the Director of Public Service and for the unit prices and sums submitted in such bid, but in any event in a total amount not to exceed \$2,091,722.50 through December 31, 2022, and in a form to be 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 Street Construction, Maintenance and Repair Fund; General Capital Improvement Fund and Motor 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 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 and render safe various public roadways in the City, provide for the

CITY OF STRONGSVILLE, OHIO  
ORDINANCE NO. 2022 – 069  
Page 2

continuity of services and operation of the Department of Public Service, 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	_____	_____
DeMio	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____

Attest: \_\_\_\_\_  
Clerk of Council

ORD. No. 2022-069 Amended: \_\_\_\_\_

1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_

Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_