



City of Strongsville

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

November 2, 2023

City Council

James A. Kaminski
Ward 1

Annmarie P. Roff
Ward 2

Thomas M. Clark
Ward 3

Gordon C. Short
Ward 4

Joseph C. DeMio
At-Large

James E. Carbone
At-Large

Kelly A. Kosek
At-Large

Aimee Pientka, MMC
Clerk of Council

MEETING NOTICE (Amended)

City Council has scheduled the following meetings for **Monday, November 6, 2023**, 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 7:45 p.m. All committees listed will meet immediately following the previous committee:

7:45 P.M. **Building & Utilities Committee** will meet to discuss Ordinance No. 2023-121.

Planning, Zoning & Engineering Committee will meet to discuss Ordinance Nos. 2023-131 and 2023-143.

Public Safety & Health Committee will meet to discuss Ordinance Nos. 2023-147 and 2023-148.

Finance Committee will meet to discuss Ordinance Nos. 2023-149 and 2023-150.

Public Service & Conservation Committee will meet to discuss Ordinance Nos. 2023-151, 2023-152 and Resolution Nos. 2023-153, 2023-154, 2023-155 and 2023-156.

Add On:

Committee of the Whole will meet to discuss Ordinance No. 2023-157.

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, NOVEMBER 6, 2023 AT 8:00 P.M.**

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

AGENDA AS AMENDED

1. CALL TO ORDER:
2. PLEDGE OF ALLEGIANCE:
3. CERTIFICATION OF POSTING:
4. ROLL CALL:
5. COMMENTS ON MINUTES:
 - *Regular Council Meeting – October 16, 2023*
6. PUBLIC HEARING:
 - Ordinance No. 2023-121 by Mayor Perciak and All Members of Council. AN ORDINANCE ENACTING A NEW CHAPTER 1476 OF TITLE SIX OF PART FOURTEEN OF THE BUILDING AND HOUSING CODE OF THE CITY'S CODIFIED ORDINANCES CONCERNING SOLAR ENERGY FACILITIES, AND DECLARING AN EMERGENCY. *First reading and referred to the Planning Commission 09-05-23. Favorable recommendation by the Planning Commission 9-28-23. Second reading 10-02-23. Public hearing 11-06-23.*
 - Ordinance No. 2023-131 by Mayor Perciak and All Members of Council. AN ORDINANCE ENACTING NEW SECTION 1252.38 OF TITLE SIX OF PART TWELVE-PLANNING AND ZONING CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE IN CONNECTION WITH SHORT-TERM RENTALS IN RESIDENTIAL DISTRICTS, AND DECLARING AN EMERGENCY. *First reading and referred to the Planning Commission 09-18-23. Favorable recommendation by the Planning Commission 9-28-23. Second reading 10-02-23. Public hearing 11-06-23.*
7. APPOINTMENTS, CONFIRMATIONS, AWARDS AND RECOGNITION:
8. 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
9. REPORTS AND COMMUNICATIONS FROM THE MAYOR, DIRECTORS OF DEPARTMENTS AND OTHER OFFICERS:
- MAYOR PERCIAK:
 - FINANCE DEPARTMENT:
 - LAW DEPARTMENT:
10. AUDIENCE PARTICIPATION:
11. ORDINANCES AND RESOLUTIONS:
- Ordinance No. 2023-121 by Mayor Perciak and All Members of Council. AN ORDINANCE ENACTING A NEW CHAPTER 1476 OF TITLE SIX OF PART FOURTEEN OF THE BUILDING AND HOUSING CODE OF THE CITY'S CODIFIED ORDINANCES CONCERNING SOLAR ENERGY FACILITIES, AND DECLARING AN EMERGENCY. *First reading and referred to the Planning Commission 09-05-23. Favorable recommendation by the Planning Commission 9-28-23. Second reading 10-02-23. Public hearing 11-06-23.*
 - Ordinance No. 2023-131 by Mayor Perciak and All Members of Council. AN ORDINANCE ENACTING NEW SECTION 1252.38 OF TITLE SIX OF PART TWELVE-PLANNING AND ZONING CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE IN CONNECTION WITH SHORT-TERM RENTALS IN RESIDENTIAL DISTRICTS, AND DECLARING AN EMERGENCY. *First reading and referred to the Planning Commission 09-18-23. Favorable recommendation by the Planning Commission 9-28-23. Second reading 10-02-23. Public hearing 11-06-23.*
 - Ordinance No. 2023-143 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 PROPERTIES LOCATED IN THE CITY OF STRONGSVILLE, ON ROYALTON ROAD, BEING ALL OF PPNs 393-18-006, 393-18-020 and 393-18-022, FROM R1-75 (ONE FAMILY 75) CLASSIFICATION TO PF (PUBLIC FACILITIES) CLASSIFICATION, AND DECLARING AN EMERGENCY. *First reading and referred to the Planning Commission 10-16-23. Favorable recommendation by the Planning Commission 10-26-23 (both including and excluding PPN 393-18-006).*
 - Ordinance No. 2023-147 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A FIFTH AMENDMENT TO THE AGREEMENT FOR PUBLIC SAFETY DISPATCH SERVICES BETWEEN THE CITY OF STRONGSVILLE AND THE CITY OF BROOK PARK, IN CONNECTION WITH AN ADJUSTMENT OF FEES COMMENCING JANUARY 1, 2024, AND DECLARING AN EMERGENCY.
 - Ordinance No. 2023-148 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A FOURTH AMENDMENT TO THE AGREEMENT FOR PUBLIC SAFETY DISPATCH SERVICES BETWEEN THE CITY OF STRONGSVILLE AND OLMSTED TOWNSHIP, IN CONNECTION WITH AN ADJUSTMENT OF FEES COMMENCING JANUARY 1, 2024, AND DECLARING AN EMERGENCY.

- Ordinance No. 2023-149 by Mayor Perciak and All Members of Council. AN ORDINANCE AMENDING SECTIONS 881.02, 881.03, 881.05, AND 881.18 OF CHAPTER 881, OF TITLE FOUR OF PART EIGHT OF THE CITY'S CODIFIED ORDINANCES IN ORDER TO PROVIDE FOR CHANGES TO THE OHIO MUNICIPAL INCOME TAX DUE TO PASSAGE OF OHIO HOUSE BILL 33, AND DECLARING AN EMERGENCY.
- Ordinance No. 2023-150 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO AGREEMENT(S) TO PURCHASE PROPERTY-CASUALTY AND RELATED INSURANCE COVERAGES, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.
- Ordinance No. 2023-151 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE SALE BY INTERNET AUCTION, OF CERTAIN OBSOLETE PROPERTY NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE BY THE CITY'S SERVICE DEPARTMENT, AND DECLARING AN EMERGENCY.
- Ordinance No. 2023-152 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE SALE AT PUBLIC AUCTION OF CERTAIN OBSOLETE AND SURPLUS VEHICLES NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE, AND DECLARING AN EMERGENCY.
- Resolution No. 2023-153 by Mayor Perciak and All Members of Council. A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE A REQUEST FOR QUALIFICATIONS AND PROPOSALS FOR SUPPLIERS OF GASOLINE AND DIESEL FUEL FOR THE CITY'S SERVICE DEPARTMENT.
- Resolution No. 2023-154 by Mayor Perciak and All Member of Council. A RESOLUTION GRANTING PERMISSION TO REPURCHASE CERTAIN CERTIFICATES FOR BURIAL RIGHTS IN THE STRONGSVILLE MUNICIPAL CEMETERY. [Fessler]
- Resolution No. 2023-155 by Mayor Perciak and All Member of Council. A RESOLUTION GRANTING PERMISSION TO REPURCHASE CERTAIN CERTIFICATES FOR BURIAL RIGHTS IN THE STRONGSVILLE MUNICIPAL CEMETERY. [McCarty, Earl]
- Resolution No. 2023-156 by Mayor Perciak and All Member of Council. A RESOLUTION GRANTING PERMISSION TO REPURCHASE CERTAIN CERTIFICATES FOR BURIAL RIGHTS IN THE STRONGSVILLE MUNICIPAL CEMETERY. [McCarty, Eric]

ADD ON:

- Ordinance No. 2023-157 By Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A PURCHASE AGREEMENT FOR CERTAIN PROPERTY LOCATED ON ROYALTON ROAD, AND DECLARING AN EMERGENCY.
12. COMMUNICATIONS, PETITIONS AND CLAIMS:
 13. MISCELLANEOUS BUSINESS:
 14. ADJOURNMENT:

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2023 – 121

By: Mayor Perciak and All Members of Council

AN ORDINANCE ENACTING A NEW CHAPTER 1476 OF TITLE SIX OF PART FOURTEEN OF THE BUILDING AND HOUSING CODE OF THE CITY'S CODIFIED ORDINANCES CONCERNING SOLAR ENERGY FACILITIES, AND DECLARING AN EMERGENCY.

WHEREAS, the construction, installation and use of solar energy facilities in residential, commercial and industrial buildings has risen in recent years; and

WHEREAS, it is in the City's best interest to provide standards for the placement, design and operation of solar energy facilities to the extent permitted by law in order to properly secure the health, safety and welfare of the user and the surrounding neighbors.

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

Section 1. That new Chapter 1476 of Title Six of Part Fourteen of the Building and Housing Code of the Codified Ordinances of the City of Strongsville relating to solar energy facilities be and is hereby enacted to read in its entirety as follows:

**CHAPTER 1476
SOLAR ENERGY FACILITIES**

1476.01	Purpose and Intent.
1476.02	Definitions.
1476.03	Compliance and Permit Required.
1476.04	Use to Be Accessory.
1476.05	Roof Mounted Solar Arrays in Residential Districts.
1476.06	Roof Mounted Solar Arrays in Non-Residential Districts.
1476.07	Free-Standing/Ground Mounted Solar Arrays.
1476.99	Penalty.

1476.01 PURPOSE AND INTENT.

The purpose of this Chapter is to provide for the construction and operation of Solar Energy Facilities as accessory uses in various Zoning Districts within the City, to provide standards for the placement, design, and operation of such facilities in order to protect the public health, safety, and general welfare, and to minimize the adverse impacts of Solar Energy Facilities on adjacent properties and on the aesthetic quality of the City.

1476.02 DEFINITIONS.

The words and terms used in this Chapter shall have the following meanings:

- (a) Solar Energy Facility: means a Solar Array intended to provide electrical power primarily for consumption on-site.

- (b) Solar Array: means any collection of Solar Panels, connectors, battery banks, controllers, wiring, meters, and switching devices intended to work in combination to convert solar energy to electrical power.
- (c) Solar Panel: means any device used for collecting solar energy and converting it to electrical power.

1476.03 COMPLIANCE AND PERMIT REQUIRED

Solar Energy Facilities shall be designed, erected, installed, operated, and/or maintained only in accordance with the provisions set forth in this Chapter. A permit issued by the Building Department shall be required prior to the erection, installation, connection, or operation of any Solar Energy Facility. Applicants shall provide written evidence that the power company has been informed of the intent to install a Solar Energy Facility at the subject site. Solar Energy Facilities shall be operated at all times in compliance with all applicable Federal, State, County and City regulations.

1476.04 USE TO BE ACCESSORY

Solar Energy Facilities shall only be permitted as accessory to a principal use or building located on the same lot or parcel. Such facilities shall be designed, installed, or constructed to provide electrical power to be primarily consumed by the principal use or building to which they are accessory. Cooperative facilities, electrical storage, and distribution of power are prohibited.

1476.05 ROOF MOUNTED SOLAR ARRAYS IN RESIDENTIAL DISTRICTS

Roof mounted Solar Arrays in Residential Districts shall be located, maintained, and operated in conformance with the following criteria and standards:

- (a) Roof mounted Solar Arrays shall be considered part of the principal building and not a separate accessory structure.
- (b) Solar Panels shall not extend more than twenty-four (24) inches above the plane of the roof of pitched roofs nor more than thirty-six (36) inches above the roofline of a flat roof.
- (c) Solar Panels shall not extend above the peak or ridgeline of a pitched roof or the parapet wall of a flat roof.
- (d) All accessory components shall be located either within the building or behind the front setback line of the principal building.
- (e) All accessory components shall comply with the minimum side and rear building setback lines for the dwelling.
- (f) Solar Panels shall have appropriate structural strength to withstand wind loads as provided in the Ohio Building Code.
- (g) Solar Panels shall be installed to avoid glare or reflection onto adjacent properties and rights-of-way.
- (h) Solar Arrays shall not contain advertising visible from off the premises.
- (i) Ground mounted electrical and control equipment shall be labeled and secured to prevent unauthorized access.
- (j) Accessory components shall be screened from view from public rights-of-way and adjacent properties.

1476.06 ROOF MOUNTED SOLAR ARRAYS IN NON-RESIDENTIAL DISTRICTS

Roof mounted Solar Arrays in non-residential districts shall be located, maintained, and operated in conformance with the following criteria and standards:

- (a) Roof mounted Solar Arrays shall be considered part of the principal building and not a separate accessory structure.
- (b) Solar Panels shall not extend more than twenty-four (24) inches above the plane of the roof of pitched roofs nor more than thirty-six (36) inches above the roofline of a flat roof.
- (c) Solar Panels shall not extend above the peak or ridgeline of a pitched roof or the parapet wall of a flat roof.
- (d) All accessory components shall be located either within the building, behind the front setback line of the principal building, or hidden from view behind the parapet walls of buildings with flat roofs.
- (e) All accessory components shall comply with the minimum side and rear building setback lines for the principal building.
- (f) Solar Panels shall have appropriate structural strength to withstand wind loads as provided in the Ohio Building Code.
- (g) Solar Panels shall be installed to avoid glare or reflection onto adjacent properties and rights-of-way.
- (h) Solar Arrays shall not contain advertising visible from off the premises.
- (i) Ground mounted electrical and control equipment shall be labeled and secured to prevent unauthorized access.
- (j) Accessory components shall be screened from view from public rights-of-way and adjacent properties.

1476.07 FREE-STANDING/GROUND MOUNTED SOLAR ARRAYS

Free-standing or Ground Mounted solar arrays shall be prohibited in all Residential and Business Zoning Districts

Free-standing or Ground Mounted solar arrays may be permitted in Public Facilities Districts, as provided in Chapter 1256 of the Zoning Code, and in Research-Development, General Industrial Districts and General Industrial-A Districts, as provided in Chapter 1262 of the Zoning Code, provided that a conditional use permit is granted, as provided in the applicable provisions of Section 1242.07 of the Zoning Code, subject to the additional following criteria and standards:

- (a) Maximum Height:
Free-standing or Ground Mounted Solar Arrays shall not exceed a maximum height of fifteen (15) feet measured to the highest projection of any Solar Panel in final configuration and orientation.
- (b) Minimum Setback:
Free-standing or Ground Mounted Solar Arrays shall be setback from all side and rear property lines a distance of not less than twenty (20) feet.
- (c) Location:
Free-standing or Ground Mounted Solar Arrays shall be located behind the rear line of the principal building to which such facility is accessory.
- (d) Structural Support and Wind Load:
Free-standing or Ground Mounted Solar Arrays shall have appropriate structural support and shall be designed to withstand winds as required by the Ohio Building Code.
- (e) Accessory Components:
All accessory components shall be located either within the principal building or behind the principal building and within the required side and rear building setback lines for the principal building. Ground mounted electrical and control equipment shall be labeled and secured to prevent unauthorized access. Accessory components shall be screened from view from public rights-of-way and adjacent properties.

(f) Wiring:

All electrical connections between free-standing or ground mounted Solar Arrays and the principal building shall be located underground.

1476.99 PENALTY.

Whoever violates or fails to comply with any of the provisions of this Chapter is guilty of a misdemeanor of the fourth degree and shall be fined not more than two hundred fifty dollars (\$250.00) for each offense. A separate offense shall be deemed committed each day during or on which such violation or noncompliance occurs or continues.

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

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

Section 5. That this Ordinance 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 regulation of solar energy facilities. 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: September 5, 2023

Referred to Planning Commission

Second reading: October 2, 2023

September 6, 2023

Third reading: _____

Favorable recommendation by
Approved: Planning Commission

Public Hearing: November 6, 2023

September 28, 2023

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2023 - 121

Page 5

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

Attest: _____

Clerk of Council

Ord. No. 2023-121 Amended: _____

1st Rdg. 09-05-23 Ref: PC / P2E

2nd Rdg. 10-02-23 Ref: P2E

3rd Rdg. _____ Ref: _____

Public Hrg. 11-06-23 Ref: _____

Adopted: _____ Defeated: _____

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2023 – 131

By: Mayor Perciak and All Members of Council

AN ORDINANCE ENACTING NEW SECTION 1252.38 OF TITLE SIX OF PART TWELVE-PLANNING AND ZONING CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE IN CONNECTION WITH SHORT-TERM RENTALS IN RESIDENTIAL DISTRICTS, AND DECLARING AN EMERGENCY.

WHEREAS, the Mayor and this Council find that it is in the best interest of the health, safety and well-being of the public, including the owners, occupants and neighboring property owners of properties in the residential zoning districts of the City of Strongsville to prohibit short-term rentals of residential units; and

WHEREAS, the wide advertising of the availability of short-term rentals of residential units in residential zoning districts in the country, northeast Ohio and in the City of Strongsville by property owners, coupled with the uses of the units by short-term renters, have led to uses by short-term renters that have been extremely disruptive to the health, safety and well-being of neighboring residents in the form of loud and obnoxious noise (both verbal and music) during daylight and night time hours, trespassing onto neighboring properties, damage to neighboring properties, littering in the neighborhood and overparking of vehicles, all of which has been detrimental to the use and enjoyment of neighboring residential properties and their inhabitants and constitute a public nuisance.

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

Section 1. That new Section 1252.38 of Chapter 1252 of Title Six of Part Twelve-Planning and Zoning Code of the Codified Ordinances of the City of Strongsville be and is hereby enacted to read in its entirety as follows:

1252.38 SHORT-TERM RENTAL PROHIBITION IN RESIDENTIAL DISTRICTS.

- (a) No person shall operate, let, rent, list, advertise, or otherwise make available, any dwelling in a residential district in the City for the purpose of a short-term rental.
- (b) Definitions.
 - (1) "Short-term rental" shall be defined as the right to use, occupy or possess, or the actual use, occupancy or possession, of a dwelling through a rental for temporary, transient occupancy for dwelling, sleeping, lodging, or entertaining others for a period of less than thirty (30) continuous days.
 - (2) "Dwelling" for purposes of this Section 1252.38 only, does not include extended stay hotels and motels, community rooms owned by a homeowner's association, and community rooms utilized by apartment complexes.
- (c) Upon reasonable suspicion of a violation of this Section and a demand by a police officer or building inspector of the City, the occupant, owner, and person in charge of a dwelling shall be required to immediately produce a copy of the rental agreement, or lease, letter agreement, e-mails, or any other written communication for any short-term rental in a residential zoning district in the City.

- (d) Penalty. Violation of this Section shall be a misdemeanor of the first degree. Each day utilized as a short-term rental shall be considered a separate offense.

Section 2. 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 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 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 regulate and enforce the prohibition of short-term rentals in residential 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: September 18, 2023 Referred to Planning Commission
 Second reading: October 2, 2023 September 19, 2023
 Third reading: _____ Approved: Favorable recommendation by Planning Commission
 Public Hearing: November 6, 2023 September 28, 2023

 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. 2023-131 Amended: _____
 1st Rdg. 09-18-23 Ref: PC, P2C
 2nd Rdg. 10-2-23 Ref: P2C
 3rd Rdg. _____ Ref: _____

Public Hrg. 11-6-23 Ref: _____
 Adopted: _____ Defeated: _____

CITY OF STRONGSVILLE
OFFICE OF THE COUNCIL

MEMORANDUM

TO: Mitzi Anderson, Administrator to Boards & Commissions
FROM: Marialena Beach, Council Secretary
DATE: September 19, 2023
SUBJECT: Referral from Council: Ordinance No. 2023-131

At its regular meeting of September 18, 2023, City Council referred the following Ordinance to the Planning Commission for its report and recommendation thereon:

- Ordinance No. 2023-131 by Mayor Perciak and All Members of Council. AN ORDINANCE ENACTING NEW SECTION 1252.38 OF TITLE SIX OF PART TWELVE-PLANNING AND ZONING CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE IN CONNECTION WITH SHORT-TERM RENTALS IN RESIDENTIAL DISTRICTS, AND DECLARING AN EMERGENCY. *First reading 9-18-23.*

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: Referrals to Council

DATE: September 29, 2023

Please be advised that at its meeting of September 28, 2023, the Strongsville Planning Commission gave Favorable Recommendation to the following;

ORDINANCE NO. 2023-121

An Ordinance Enacting a New Chapter 1476 of Title Six of Part Fourteen of the Building and Housing Code of the City's Codified Ordinances Concerning Solar Energy Facilities, and Declaring an Emergency

ORDINANCE NO. 2023-131

An Ordinance Enacting a New Section 1252.38 of Title Six of Part Twelve-Planning and Zoning Code of the Codified Ordinances of the City of Strongsville in Connection with Short-Term Rentals in Residential Districts, and Declaring an Emergency

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2023 – 143

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 PROPERTIES LOCATED IN THE CITY OF STRONGSVILLE, ON ROYALTON ROAD, BEING ALL OF PPNs 393-18-006, 393-18-020 and 393-18-022, FROM R1-75 (ONE FAMILY 75) CLASSIFICATION TO PF (PUBLIC FACILITIES) CLASSIFICATION, AND DECLARING AN EMERGENCY.

WHEREAS, there are certain properties located on Royalton Road, in the City of Strongsville, known as being Permanent Parcel Nos. 393-18-006, 393-18-020 and 393-18-022, and the City is requesting the rezoning of all such properties from R1-75 (One Family 75) classification to PF (Public Facilities) classification; and

WHEREAS, Article VIII, Section 6 of the City Charter provides that neither the Council, the Mayor, any Board, including Board of Appeals, or Commission appointed pursuant to this Charter, or any ordinance or resolution of this Municipality, nor any other agent, employee, person or organization acting for or on behalf of this Municipality, by whatever authority or purported authority, shall by ordinance, resolution, motion, proclamation, statement, legislative or administrative action, or variance effect a change in the zoning classification or district of any property or area in the City of Strongsville from R1-75 (One Family 75) or R1-100 (One Family 100) commonly known as single family residential, or by whatever other name called, to any other zoning classification or district unless the change or grant, after adoption in accordance with applicable administrative and/or legislative procedures, is approved at a regularly scheduled election by a majority vote of the electors voting thereon, in the City of Strongsville and in Ward 4.

NOW, THEREFORE, 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 Permanent Parcel Nos. 393-18-006, 393-18-020 and 393-18-022, being certain properties described in Exhibits A and B, and depicted in Exhibit C, which are attached hereto and incorporated herein as if fully rewritten, from R1-75 (One Family 75) classification to PF (Public Facilities) classification, provided that such amendments are approved at a regularly scheduled election by a majority vote of the electors voting thereon in the City of Strongsville and in Ward 4.

Section 2. That, if approved by the electors as set forth in Section 1 above, 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 changes in classification as provided in this Ordinance.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2023 – 143

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 process rezoning of such properties in order to meet the deadline for submittal of this issue to the ballot in accordance with 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.

First Reading: October 16, 2023

Second Reading: _____

Third Reading: _____

Public Hearing: _____

President of Council

Date Passed: _____

Yea Nay

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

Referred to Planning Commission

October 17, 2023
Favorable recommendation by
Approved: Planning Commission
October 26, 2023. (Both including and excluding PPN 393-18-006).

Approved: _____
Mayor

Date Approved: _____

Attest: _____
Clerk of Council

Ord. No. 2023-143 Amended: _____
1st Rdg. 10-16-23 Ref: PCI/PBE
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

EXHIBIT A

LEGAL DESCRIPTION

Situated in the City of Strongsville, County of Cuyahoga, and State of Ohio and known as being part of Block "A" in the Ernest J. Fish and Clara E. Fish Subdivision of part of Original Strongsville Township Lot Nos. 55, 56, and 65, as shown by the recorded plat in Volume 158 of Maps, Page 12 of Cuyahoga County Records, and bounded and described as follows:

Beginning at the Northwestern corner of land conveyed to Charlotte S. Bourne by deed dated October 20, 1948 and recorded in Volume 6647, Page 121 of Cuyahoga County Records; thence Westerly in a direct line to the most Southerly corner of land conveyed to Bertha Bauer by deed dated March 18, 1952 and recorded in Volume 7459, Page 169 of Cuyahoga County Records; thence Northeasterly along the Southeasterly line of land so conveyed and along the Southeasterly line of land conveyed to Clark R. Fish by deed dated June 4, 1947 and recorded in Volume 6284, Page 516 of Cuyahoga County Records, 126.67 feet to the most Easterly corner of land so conveyed to Clark R. Fish; thence Southerly in a direct line to the place of beginning, be the same, more or less, but subject to all legal highways.

Situated in the City of Strongsville, County of Cuyahoga, and State of Ohio and known as being part of Original Strongsville Lot No. 55, bounded and described as follows:

Beginning in the Southeasterly line of Royalton Road, at a point distant Southwesterly 422.42 feet measured along the Southeasterly line of Royalton Road, as now established and as shown by the recorded plat in Volume 40 of Maps, Page 6 of Cuyahoga County Records, from the intersection of said Southeasterly line of Royalton Road with the Westerly line of Wooster Pike, now known as Pearl Road; thence Southwesterly along the Southeasterly line of Royalton Road, 70 feet; thence Southeasterly at right angles with the Southeasterly line of Royalton Road, 150 feet; thence Northeasterly parallel with the Southeasterly line of Royalton Road, 56 feet; thence Northwesterly 150.65 feet to the place of beginning, be the same more or less, but subject to all legal highways.

Situated in the City of Strongsville, County of Cuyahoga, and State of Ohio and known as being part of Original Strongsville Lot No. 55, bounded and described as follows:

Beginning at a pipe found on the Northerly line of land conveyed to Ernest J. Fish by deed recorded in Volume 3573, Page 539 of Cuyahoga County Records, and marking the Southeasterly corner of land conveyed to Clark R. Fish by deed recorded in Volume 4855, Page 562 of Cuyahoga County Records, and also the Southwesterly corner of land conveyed to Hilda Winch by deed recorded in Volume 4878, Page 290 of Cuyahoga County Records; thence South 67° 15' 20" West 56 feet along the line between lands of Clark R. Fish and Ernest J. Fish, as aforesaid; thence South 22° 44' 40" East 100 feet along the extension of the Westerly line of land of Clark R. Fish, as aforesaid; thence North 67° 15' 20" East 46.67 feet; thence North 17° 24' 40" West 100.43 feet along the extension of the Easterly line of land of Clark R. Fish, as aforesaid, to the place of beginning, be the same more or less, but subject to all legal highways.

Permanent Parcel No. 393-18-006

EXHIBIT B

LEGAL DESCRIPTION

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio and known as being a part of Original Strongsville Township Lot Nos. 55 and 56 and bounded and described as follows: Beginning in the Southeasterly line of Royalton Road, 60 feet wide, at a point Southwesterly, measured along said Southeasterly line, 240 feet from the Northwesterly corner of land conveyed to C.R. Fish by deed recorded in Volume 4355, Page 562 of Cuyahoga County Records; thence Southwesterly along said Southeasterly line of Royalton Road, 160 feet; thence Southeasterly at an included angle of 90 degrees, 250 feet to a point; thence Northeasterly along a line parallel with the Southeasterly line of Royalton Road, 160 feet to a point; thence Northwesterly at an included angle of 90 degrees, 250 feet along the Southwesterly line of land conveyed to Don T. and C.S. Bourne by deed recorded in Volume 6414, Page 17 of Cuyahoga County Records to the place of beginning, be the same more or less, but subject to all legal highways.

Excepting therefrom that parcel of land conveyed to The State of Ohio by deed dated April 22, 1994 and recorded May 3, 1994, in Volume 94-0432, Page 33 of Cuyahoga County Records, and described as follows: Situated in the City of Strongsville, County of Cuyahoga and State of Ohio and in Original Lot 55, Town 5 North, Range 14 West, and bounded and described as follows:

Parcel No. 22WP

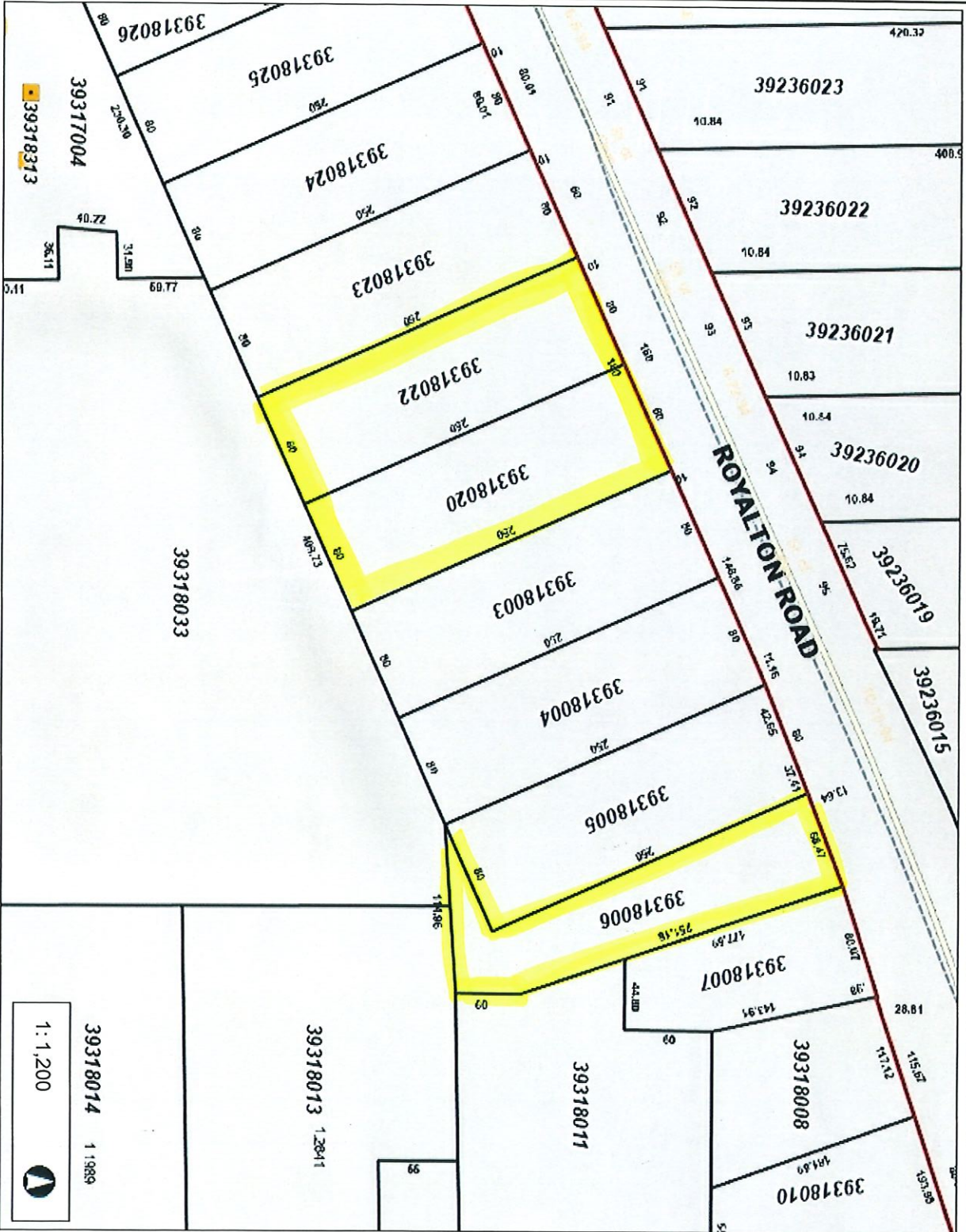
Being a parcel of land lying on the Southerly side of Royalton Road (S.R. 82) of the center line of a survey, made for the Department of Transportation, and recorded in Book _____, Page _____, of Cuyahoga County and being located within the following described points in the boundary thereof:

Beginning at an iron pin in the center line of S.R. 82 at the Southwesterly corner of Original Lot 55, said iron pin being at Station S + 50.48; thence North 65° 52' 42" East, along the center line of S.R. 82, a distance of 513.88 feet to a point, said point being at Station 10 + 64.36 feet; thence South 24° 07' 18" East, along a line perpendicular to the center line of S.R. 82, a distance of 30.00 feet to the Grantor's existing Northwesterly property corner and the True Place of Beginning; thence North 65° 52' 42" East, along the existing Southerly right-of-way line, a distance of 160.00 feet; thence South 24° 07' 18" East, along the Grantor's Easterly property line, distance of 10.00 feet; thence South 55° 52' 42" West, along a line parallel the center line of S.R. 82, a distance of 160.00 feet; thence North 24° 07' 18" West along the Grantor's Westerly property line, a distance of 10.00 feet to the True Place of Beginning and containing 800 square feet of land in each of two Auditor's Parcels for a total of 1600 square feet of land. The above-described area is part of Auditor's Parcel Nos. 393-18-020 & 393-18-022.

Permanent Parcel Nos. 393-18-020 & 393-18-022



Cuyahoga County GIS Viewer



Projection:
WGS_1984_Web_Mercator_Auxiliary_Sphere

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

39318014 1 1989
1:1,200



Date Created: 10/3/2022

- Legend**
- Municipalities
 - Right Of Way
 - Platted Centerline
 - Parcel

EXHIBIT C

CITY OF STRONGSVILLE
OFFICE OF THE COUNCIL

MEMORANDUM

TO: Lori Daley, Assistant City Engineer
FROM: Aimee Pientka, Clerk of Council
DATE: October 12, 2023
SUBJECT: Rezoning Application
Owner: City of Strongsville
PPNs: 393-18-006, 020 and 022
Address: 19135 and 19231 Royalton Road
From: One Family 75 (R1-75) to Public Facilities (PF)

Please check the legal description on the attached rezoning as this is legislation for Council to consider at their October 16, 2023 regular meeting.

Thank you.

AKP
Attachments

Cc: Neal Jamison, Law Director

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, Planning Commission Secretary

From: Lori Daley, Assistant City Engineer

Date: October 12, 2023

Re: Rezoning Application
PPN's 393-18-006, 020 & 022
R1-75 to PF

Neal,

The attached legal descriptions and exhibit included in the Clerk of Council's October 12, 2023 memo accurately depict the parcels to be rezoned.

Please feel free to contact me with any questions.

Thank you.

CITY OF STRONGSVILLE
OFFICE OF THE COUNCIL

MEMORANDUM

TO: Mitzi Anderson, Administrator to Boards & Commissions
FROM: Marialena Beach, Council Secretary
DATE: October 17, 2023
SUBJECT: Referral from Council: Ordinance No. 2023-143

At its regular meeting of October 16, 2023, City Council referred the following Ordinance to the Planning Commission for its report and recommendation thereon:

- Ordinance No. 2023-143 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 PROPERTIES LOCATED IN THE CITY OF STRONGSVILLE, ON ROYALTON ROAD, BEING ALL OF PPNs 393-18-006, 393-18-020 and 393-18-022, FROM R1-75 (ONE FAMILY 75) CLASSIFICATION TO PF (PUBLIC FACILITIES) CLASSIFICATION, AND DECLARING AN EMERGENCY.

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: Referrals to Council

DATE: October 27, 2023

Please be advised that at its meeting of October 26, 2023, the Strongsville Planning Commission gave Favorable Recommendations to the following;

ORDINANCE NO. 2023-143:

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 Properties Located in the City of Strongsville, on Royalton Road, Being All of PPNs 393-18-006, 393-18-020 and 393-18-022, from R1-75 (One Family 75) Classification to PF (Public Facilities) Classification, and Declaring an Emergency.

ORDINANCE NO. 2023-143, excluding PPN. 393-18-006

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 Properties Located in the City of Strongsville, on Royalton Road, Being All of PPNs 393-18-020 and 393-18-022, from R1-75 (One Family 75) Classification to PF (Public Facilities) Classification, and Declaring an Emergency.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2023 – 147

By: Mayor Perciak and All Members of Council

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

WHEREAS, through adoption of Ordinance No. 2018-074 on May 21, 2018, the Strongsville City Council authorized an Agreement with the City of Brook Park for public safety services; and

WHEREAS, through adoption of Ordinance No. 11024-2018 on May 15, 2018, the Brook Park City Council likewise authorized an Agreement with Strongsville for such public safety services; and

WHEREAS, on May 23, 2018, Strongsville and Brook Park entered into an *Agreement for Public Safety Dispatch Services*, in which Strongsville agreed to dispatch Brook Park Police Department and Fire Department calls, on a twenty-four (24) hour basis, to authorized personnel of the Brook Park Police Department and the Brook Park Fire Department and other public safety resources (such as animal control) generally with regard to emergency and non-emergency incidents, and with communication support and services/systems directly related to the dispatch function, and subject to other specific terms and conditions contained therein; and

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

WHEREAS, on January 6, 2020, the parties entered into a *First Amendment to Agreement* providing for an adjustment to the provision for payment based upon the first year and one-half of operations and consistent with the Agreement, and as authorized by Strongsville City Council in Ordinance No. 2020-003; and

WHEREAS, additionally, through passage of Ordinance Nos. 2021-002, 2021-150 and 2023-014, Council authorized the Mayor to enter into subsequent amendments to the *Agreement for Public Safety Dispatch Services*, consistent with such Agreement; and

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

WHEREAS, Brook Park has agreed to a Fifth Amendment providing for an increase in fees commencing January 1, 2024.

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2023 – 147

Section 1. That the Mayor be and is hereby authorized and directed to enter into a Fifth Amendment to Agreement for Public Safety Dispatch Services between the City of Strongsville, Ohio and the City of Brook Park, Ohio, providing for an adjustment in the payment of fees to the City of Strongsville for dispatch services for 2024, commencing January 1, 2024, at an adjusted rate of \$57,193.33 per month, for a total of \$686,320.00 for the year 2024, in accordance with the terms and conditions set forth in the Fifth Amendment to Agreement attached hereto as Exhibit "A" and incorporated herein by reference, which in all respects is hereby approved.

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

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

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

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
Clerk of Council

Ord. No. 2023-147 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

**FIFTH AMENDMENT TO AGREEMENT
FOR PUBLIC SAFETY DISPATCH SERVICES
BETWEEN
THE CITY OF STRONGSVILLE, OHIO AND
THE CITY OF BROOK PARK, OHIO**

THIS FIFTH AMENDMENT TO AGREEMENT made at Strongsville, Ohio, this ____ day of _____, 2023, by and between the **CITY OF STRONGSVILLE**, Ohio, hereinafter designated as "Strongsville", and the **CITY OF BROOK PARK**, Ohio, hereinafter designated as "Brook Park".

WITNESSETH:

WHEREAS, through adoption of Ordinance No. 2018-074 on May 21, 2018, the Strongsville City Council authorized an Agreement with the City of Brook Park for public safety services; and

WHEREAS, through adoption of Ordinance No. 11024-2018 on May 15, 2018, the Brook Park City Council likewise authorized an Agreement with Strongsville for such public safety services; and

WHEREAS, on May 23, 2018, Strongsville and Brook Park entered into an *Agreement for Public Safety Dispatch Services*, in which Strongsville agreed to dispatch Brook Park Police Department and Fire Department calls, on a twenty-four (24) hour basis, to authorized personnel of the Brook Park Police Department and the Brook Park Fire Department and other public safety resources (such as animal control) generally with regard to emergency and non-emergency incidents, and with communication support and services/systems directly related to the dispatch function, and subject to other specific terms and conditions contained therein; and

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

WHEREAS, for the year 2019, there was no adjustment to the amount paid by Brook Park, from the rate of pay set forth in the Agreement between the parties; and

WHEREAS, on January 6, 2020, the parties entered into a *First Amendment to Agreement* providing for an adjustment to the provision for payment based upon the first year of operations and consistent with the Agreement, and as authorized by Strongsville City Council in Ordinance No. 2020-003; and

WHEREAS, additionally, on January 4, 2021, the parties entered into a *Second Amendment to Agreement* providing for an adjustment to the provision for payment based upon two (2) years of operations and consistent with the Agreement, and as authorized by Strongsville City Council in Ordinance No. 2021-002; and

WHEREAS, for the year 2022, the parties entered into a *Third Amendment to Agreement* providing for an adjustment to the provision for payment based upon three and one-half (3½) years of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2021-150; and

WHEREAS, for the year 2023, the parties entered into a *Fourth Amendment to Agreement* providing for an adjustment to the provision for payment based upon four and one-half (4½) years of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2023-014; and

WHEREAS, now based upon five and one-half years (5½) of operations and in accordance with provisions of said Agreement, it is now necessary to further amend the provision relating to payment for Dispatch Services.

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

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

* * *

“E. Payment for Dispatch Services: Brook Park, in consideration of the provision of the Dispatch Services outlined herein, agrees to pay Strongsville the amount of Forty-Three Thousand Three Hundred Thirty-Three Dollars and 33/100 (\$43,333.33) per month by the first (1st) of each month for Dispatch Services provided in that month. For the period of operation from January 1, 2020 through December 31, 2020, Brook Park will pay Strongsville at an increased rate of pay of Forty-Five Thousand Nine Hundred Thirty-Three and 33/100 Dollars (\$45,933.33) per month by the first of each month for Dispatch Services provided in that month, for a total of Five Hundred Fifty-One Thousand One Hundred Ninety-Nine and 96/100 Dollars (\$51,199.96) for such year of operation. For the period of operation from January 1, 2021 through December 31, 2021, Brook Park will pay Strongsville at an increased rate of pay of Forty-Eight Thousand Six Hundred Eighty-Nine and 32/100 Dollars (\$48,689.33) per month by the first of each month for Dispatch Services provided in that month, for a total of Five Hundred Eighty-Four Thousand Two Hundred Seventy-One and 84/100 Dollars (\$584,271.96) for such year of operation. For the period of operation from January 1, 2022 through December 31, 2022, Brook Park will pay Strongsville at an increased rate of pay of Fifty-Two Thousand Nine Hundred Seventeen and 00/100 Dollars (\$52,917.00) per month by the first of each month for Dispatch Services provided in that month, for a total of Six Hundred Thirty-Five Thousand Four and 00/100 Dollars (\$635,004.00) for such year of operation. For the period of

operation from January 1, 2023 through December 31, 2023, Brook Park will pay Strongsville at an increased rate of pay of Fifty-Six Thousand Ninety-Two and 00/100 Dollars (\$56,092.00) per month by the first of each month for Dispatch Services provided in that month, for a total of Six Hundred Seventy-Three Thousand One Hundred Four and 00/100 Dollars (\$673,104.00) for such year of operation.” **For the period of operation from January 1, 2024 through December 31, 2024, Brook Park will pay Strongsville at an increased rate of pay of Fifty-Seven Thousand One Hundred Ninety-Three and 33/100 Dollars (\$57,193.33) per month by the first of each month for Dispatch Services provided in that month, for a total of Six Hundred Eighty-Six Thousand Three Hundred Twenty and 00/100 Dollars (\$686,320.00) for such year of operation.”**

* * *

2. This Fifth Amendment to Agreement amends, modifies and supplements the Agreement effective January 1, 2023 only as specifically set forth herein. All rights and obligations of Strongsville and Brook Park under the Agreement and all other provisions not specifically amended herein remain unmodified and in full force and effect.

3. This Fifth Amendment to Agreement shall be binding upon Strongsville and Brook Park and their respective successors and assigns.

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

Signed in the presence of:

CITY OF BROOK PARK
("Brook Park")

By: 
Edward Orcutt, Mayor

CITY OF STRONGSVILLE
("Strongsville")

By: _____
Thomas P. Perciak, Mayor

CERTIFICATE OF FINANCE DIRECTOR

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

Oct 23, 2023
Date

Mary Maykut
Mary Maykut, Interim Finance Director,
City of Brook Park

**CERTIFICATE OF LAW DIRECTOR FOR THE
CITY OF BROOK PARK**

I have hereby reviewed and approved the form of the foregoing Amendment to Agreement this 23rd day of October, 2023.

Carol Dillon Horvath
Carol Dillon Horvath, Law Director

**CERTIFICATE OF LAW DIRECTOR FOR THE
CITY OF STRONGSVILLE**

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

Neal M. Jamison, Law Director

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2023 – 148

By: Mayor Perciak and All Members of Council

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

WHEREAS, through adoption of Ordinance No. 2019-042 on March 18, 2019, the Strongsville City Council authorized an Agreement with the Trustees of Olmsted Township for public safety services; and

WHEREAS, through adoption of Resolution No. 043-2019 on March 13, 2019, the Trustees of Olmsted Township likewise authorized an Agreement with Strongsville for such public safety services; and

WHEREAS, on March 18, 2019., Strongsville and Olmsted Township entered into an *Agreement for Public Safety Dispatch Services*, in which Strongsville agreed to dispatch Olmsted Township Police Department and Fire Department calls, on a twenty-four (24) hour basis, to authorized personnel of the Olmsted Township Police Department and the Olmsted Township Fire Department and other public safety resources generally with regard to emergency and non-emergency incidents, and with communication support and services/systems directly related to the dispatch function, and subject to other specific terms and conditions contained therein; and

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

WHEREAS, thereafter, on November 16, 2020, the parties entered into a *First Amendment to Agreement* providing for an adjustment to the provision for payment based upon the first year and a half of operations and consistent with the Agreement, and as authorized by Strongsville City Council in Ordinance No. 2020-163; and

WHEREAS, additionally, through passage of Ordinance Nos. 2021-145 and 2023-004, Council authorized the Mayor to enter into subsequent amendments to the *Agreement for Public Safety Dispatch Services*, consistent with such Agreement; and

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

WHEREAS, Olmsted Township has agreed to a Fourth Amendment providing for an increase in fees commencing January 1, 2024.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2023 – 148

Page 2

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

Section 1. That the Mayor be and is hereby authorized and directed to enter into a Fourth Amendment to Agreement for Public Safety Dispatch Services between the City of Strongsville, Ohio and Olmsted Township, Ohio, providing for an adjustment in the payment of fees to the City of Strongsville for dispatch services for 2024, commencing January 1, 2024, at an adjusted rate of \$25,219.17 per month, for a total of \$302,630.00 for the year 2024, in accordance with the terms and conditions set forth in the Fourth Amendment to Agreement attached hereto as Exhibit "A" and incorporated herein by reference, which in all respects is hereby approved.

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

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

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

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
Clerk of Council

Ord. No. 2023-148 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

**FOURTH AMENDMENT TO AGREEMENT
FOR PUBLIC SAFETY DISPATCH SERVICES
BETWEEN
THE CITY OF STRONGSVILLE, OHIO AND
OLMSTED TOWNSHIP, OHIO**

THIS FOURTH AMENDMENT TO AGREEMENT made at Strongsville, Ohio, this ^{25th} day of October, 2023, by and between the **CITY OF STRONGSVILLE**, Ohio, hereinafter designated as “Strongsville”, and **OLMSTED TOWNSHIP**, Ohio, hereinafter designated as “Olmsted Township”.

WITNESSETH:

WHEREAS, through adoption of Ordinance No. 2019-042 on March 18, 2019, the Strongsville City Council authorized an Agreement with the Trustees of Olmsted Township for public safety services; and

WHEREAS, through adoption of Resolution No. 043-2019 on March 13, 2019, the Trustees of Olmsted Township likewise authorized an Agreement with Strongsville for such public safety services; and

WHEREAS, on March 18, 2019, Strongsville and Olmsted Township entered into an *Agreement for Public Safety Dispatch Services*, in which Strongsville agreed to dispatch Olmsted Township Police Department and Fire Department calls, on a twenty-four (24) hour basis, to authorized personnel of the Olmsted Township Police Department and the Olmsted Township Fire Department and other public safety resources generally with regard to emergency and non-emergency incidents, and with communication support and services/systems directly related to the dispatch function, and subject to other specific terms and conditions contained therein; and

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

WHEREAS, on November 16, 2020, the parties entered into a *First Amendment to Agreement* providing for an adjustment to the provision for payment based upon the first year and a half of operations and consistent with the Agreement, and as authorized by Strongsville City Council in Ordinance No. 2020-163; and

WHEREAS, on November 1, 2021, the parties entered into a *Second Amendment to Agreement* providing for an adjustment to the provision for payment based upon two and one-half years of operations and consistent with the Agreement, and as authorized by Strongsville City Council in Ordinance No. 2021-145; and

WHEREAS, for the year 2023, the parties entered into a *Third Amendment to Agreement* providing for an adjustment to the provision for payment based upon three and one-half years (3½) of operations and consistent with the Agreement, and as authorized by Strongsville City Council in Ordinance No. 2023-004; and

WHEREAS, now based upon four and one-half (4½) years of operations and in accordance with provisions of said Agreement, it is now necessary to amend the provision relating to payment for Dispatch Services.

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

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

* * *

“F. Payment for Dispatch Services: Olmsted Township, in consideration of the provision of the Dispatch Services outlined herein, agrees to pay Strongsville the amount of Twenty Thousand Two Hundred Fifty and 00/100 Dollars (\$20,250.00) per month by the first (1st) of each month for Dispatch Services provided in that month for the first eighteen (18) months of operation. For the period of operation from January 1, 2021 through December 31, 2021, Olmsted Township will pay Strongsville at an increased rate of pay of Twenty-One Thousand Four Hundred Sixty-Five and 00/100 Dollars (\$21,465.00) per month by the first of each month for Dispatch Services provided in that month, for a total of Two Hundred Fifty-Seven Thousand Five Hundred-Eighty and 00/100 Dollars (\$257,580.00). For the period of operation from January 1, 2022 through December 31, 2022, Olmsted Township will pay Strongsville at an increased rate of pay of Twenty-Three Thousand Three Hundred Thirty-Four and 00/100 Dollars (\$23,334.00) per month by the first of each month for Dispatch Services provided in that month, for a total of Two Hundred Eighty Thousand Eight and 00/100 Dollars (\$280,008.00). For the period of operation from January 1, 2023 through December 31, 2023, Olmsted Township will pay Strongsville at an increased rate of pay of Twenty-Four Thousand Seven Hundred Thirty-Three and 00/100 Dollars (\$24,733.00) per month by the first of each month for Dispatch Services provided in that month, for a total of Two Hundred Ninety-Six Thousand Seven Hundred Ninety-Six and 00/100 Dollars (\$296,796.00).”
For the period of operation from January 1, 2024 through December 31, 2024, Olmsted Township will pay Strongsville at an increased rate of pay of Twenty-Five Thousand Two Hundred Nineteen and 17/100 Dollars (\$25,219.17) per month by the first of each month for Dispatch Services provided in that month, for a total of Three Hundred Two Thousand Six Hundred Thirty and 00/100 Dollars (\$302,630.00).”

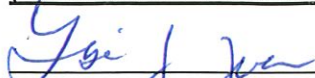
* * *

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

3. This Fourth Amendment to Agreement shall be binding upon Strongsville and Olmsted Township and their respective successors and assigns.

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

OLMSTED TOWNSHIP
("OLMSTED TOWNSHIP")



Lisa Zver, Trustee
Olmsted Township



Riley A. Alton, Trustee
Olmsted Township



Jeanene Kress, Trustee
Olmsted Township

Approved as to form:



Law Director
Olmsted Township

CITY OF STRONGSVILLE
("STRONGSVILLE")

Mayor Thomas P. Perciak
City of Strongsville


Approved as to form:

City of Strongsville Law Department
Neal M. Jamison, Law Director
16099 Foltz Parkway
Strongsville, OH 44149
440-580-3145

CERTIFICATE OF FISCAL OFFICER

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

10-25-2023
Date



Brian Gillette, Fiscal Officer
Olmsted Township

**CERTIFICATE OF LAW DIRECTOR FOR
OLMSTED TOWNSHIP**

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



Law Director, Olmsted Township

**CERTIFICATE OF LAW DIRECTOR FOR THE
CITY OF STRONGSVILLE**

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

Neal M. Jamison, Law Director

RESOLUTION 117-2023

Agreement Public Safety Dispatch Services – City of Strongsville

Cuyahoga County, Ohio

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Olmsted Township, State of Ohio that: the Olmsted Township Board of Trustees hereby execute the attached Public Safety Dipstach agreement with the City of Strongsville. Said Agreement is marked as Exhibit A and attached hereto and made a part of here of as though fully rewritten herein.

BE IT FURTHER RESOLVED that it is hereby found and determined that all formal actions of this Board of Township Trustees concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Adopted the 25th day of October, 2023

Attest: *Brian W. Hill*
Township Fiscal Officer

[Signature]
[Signature]
James M. [Signature]
Township Trustees

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2023 – 149

By: Mayor Perciak and All Members of Council

AN ORDINANCE AMENDING SECTIONS 881.02, 881.03, 881.05, AND 881.18 OF CHAPTER 881, OF TITLE FOUR OF PART EIGHT OF THE CITY'S CODIFIED ORDINANCES IN ORDER TO PROVIDE FOR CHANGES TO THE OHIO MUNICIPAL INCOME TAX DUE TO PASSAGE OF OHIO HOUSE BILL 33, AND DECLARING AN EMERGENCY.

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

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

WHEREAS, the General Assembly enacted House Bill 33 (HB 33), which mandated that certain sections of the municipal income tax codes are to be amended by January 1, 2024.

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

Section 1. That Section 881.02 Definitions, of Chapter 881 of Title Four of Part Eight-Business Regulation and Taxation Code of the Codified Ordinances of the City of Strongsville, be and is hereby amended, in part, in order that Section 881.02 shall read in part, as follows:

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

- 881.01 Purpose of income tax; authority to levy tax.**
- 881.02 Definitions.**
- 881.03 Imposition of tax.**
- 881.04 Collection at source.**
- 881.05 Annual return; filing.**
- 881.06 Credit for tax paid to other municipalities.**
- 881.07 Estimated taxes.**
- 881.08 Rounding of amounts.**
- 881.09 Requests for refunds.**
- 881.10 Second municipality imposing tax after time period allowed for refund.**
- 881.11 Amended returns.**
- 881.12 Limitations.**
- 881.13 Audits.**
- 881.14 Service of assessment.**
- 881.15 Administration of claims.**
- 881.16 Tax information confidential.**
- 881.17 Fraud.**

881.18 Interest and penalties.

881.19 Authority of Tax Administrator; verification of information.

881.20 Request for opinion of the Tax Administrator.

881.21 Board of Tax Review.

881.22 Authority to create rules and regulations.

881.23 Rental and leased property.

881.24 Savings clause.

881.25 Collection of tax after termination of chapter.

881.26 Adoption of RITA Rules and Regulations.

881.27 Registration.

881.28 Authorization to provide notice.

881.29 Election to be subject to R.C. 718.80 to 718.95

881.99 Violations; penalties.

* * *

881.02 DEFINITIONS.

* * *

2. As used in this chapter:

* * *

(I) **"Exempt income"** means all of the following:

(1) The military pay or allowances of members of the Armed Forces of the United States or members of their reserve components, including the National Guard of any state.

(2) Intangible income.

(3) Social Security benefits, railroad retirement benefits, unemployment compensation, pensions, retirement benefit payments, payments from annuities, and similar payments made to an employee or to the beneficiary of an employee under a retirement program or plan, disability payments received from private industry or local, state, or federal governments or from charitable, religious or educational organizations, and the proceeds of sickness, accident, or liability insurance policies. As used in division 2(I)(3) of this section, "unemployment compensation" does not include supplemental unemployment compensation described in Section 3402(o)(2) of the Internal Revenue Code.

(4) The income of religious, fraternal, charitable, scientific, literary, or educational institutions to the extent such income is derived from tax-exempt real estate, tax-exempt tangible or intangible property, or tax-exempt activities.

(5) Compensation paid under Section 3501.28 or 3501.36 of the ORC to a person serving as a precinct election official to the extent that such compensation does not exceed \$1,000 for the taxable year. Such compensation in excess of \$1,000 for the taxable year may be subject to taxation by a municipal corporation. A municipal corporation shall not require the payer of such compensation to withhold any tax from that compensation.

(6) Dues, contributions, and similar payments received by charitable, religious, educational, or literary organizations or labor unions, lodges, and similar organizations;

(7) Alimony and child support received.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2023 – 149

Page 3

(8) Compensation for personal injuries or for damages to property from insurance proceeds or otherwise, excluding compensation paid for lost salaries or wages or compensation from punitive damages.

(9) Income of a public utility when that public utility is subject to the tax levied under Section 5727.24 or 5727.30 of the ORC. Division 2(l)(9) of this section does not apply for purposes of Chapter 5745 of the ORC.

(10) Gains from involuntary conversions, interest on federal obligations, items of income subject to a tax levied by the state and that a municipal corporation is specifically prohibited by law from taxing, and income of a decedent's estate during the period of administration except such income from the operation of a trade or business.

(11) Compensation or allowances excluded from federal gross income under Section 107 of the Internal Revenue Code.

(12) Employee compensation that is not qualifying wages as defined in division 2(ii) of this section.

(13) Compensation paid to a person employed within the boundaries of a United States Air Force base under the jurisdiction of the United States Air Force that is used for the housing of members of the United States Air Force and is a center for Air Force operations, unless the person is subject to taxation because of residence or domicile. If the compensation is subject to taxation because of residence or domicile, tax on such income shall be payable only to the municipal corporation of residence or domicile.

(14) An S corporation shareholder's share of net profits of the S corporation, other than any part of the share of net profits that represents wages as defined in Section 3121(a) of the Internal Revenue Code or net earnings from self-employment as defined in Section 1402(a) of the Internal Revenue Code.

(15) ~~All of the income of individuals under 18 years of age.~~

(i) For tax years through 2023, all or a portion of the income of individuals or a class of individuals under 18 years of age.

(ii) For tax years 2024 and after, the income of individuals under 18 years of age.

(16) (i) Except as provided in divisions 2(l)(16)(ii), (iii), and (iv) of this section, qualifying wages described in division 3(b) or (e) of Section 881.04 to the extent the qualifying wages are not subject to withholding for Strongsville under either of those divisions.

(ii) The exemption provided in division 2(l)(16)(i) of this section does not apply with respect to the municipal corporation in which the employee resided at the time the employee earned the qualifying wages.

(iii) The exemption provided in division 2(l)(16)(i) of this section does not apply to qualifying wages that an employer elects to withhold under division 3(d)(2) of Section 881.04.

(iv) The exemption provided in division 2(l)(16)(i) of this section does not apply to qualifying wages if both of the following conditions apply:

(aaa) For qualifying wages described in division 3(b) of Section 881.04, the employee's employer withholds and remits tax on the qualifying wages to the municipal corporation in which the employee's principal place of work is situated, or, for qualifying wages described in division 3(e) of Section 881.04, the employee's employer withholds and remits tax on the qualifying wages to the municipal corporation in which the employer's fixed location is located;

(bbb) The employee receives a refund of the tax described in division 2(l)(16)(iv)(aaa) of this section on the basis of the employee not performing services in that municipal corporation.

(17) (i) Except as provided in division 2(l)(17)(ii) or (iii) of this section, compensation that is not qualifying wages paid to a nonresident individual for personal services performed in Strongsville on not more than 20 days in a taxable year.

(ii) The exemption provided in division 2(l)(17)(ii) of this section does not apply under either of the following circumstances:

(aaa) The individual's base of operation is located in the municipal corporation.

(bbb) The individual is a professional athlete, professional entertainer, or public figure, and the compensation is paid for the performance of services in the individual's capacity as a professional athlete, professional entertainer, or public figure. For purposes of division 2(l)(17)(ii)(bbb) of this section, "professional athlete," "professional entertainer," and "public figure" have the same meanings as in Section 881.04, subdivision 3.

(iii) Compensation to which division 2(l)(17) of this section applies shall be treated as earned or received at the individual's base of operation. If the individual does not have a base of operation, the compensation shall be treated as earned or received where the individual is domiciled.

(iv) For purposes of division 2(l)(17) of this section, "base of operation" means the location where an individual owns or rents an office, storefront, or similar facility to which the individual regularly reports and at which the individual regularly performs personal services for compensation.

(18) Compensation paid to a person for personal services performed for a political subdivision on property owned by the political subdivision, regardless of whether the compensation is received by an employee of the subdivision or another person performing services for the subdivision under a contract with the subdivision, if the property on which services are performed is annexed to a municipal corporation pursuant to Section 709.023 of the ORC on or after March 27, 2013, unless the person is subject to such taxation because of residence. If the compensation is subject to taxation because of residence, municipal income tax shall be payable only to the municipal corporation of residence.

(19) Income the taxation of which is prohibited by the Constitution or laws of the United States.

Any item of income that is exempt income of a pass-through entity under division 2 of this section is exempt income of each owner of the pass-through entity to the extent of that owner's distributive or proportionate share of that item of the entity's income.

* * *

~~(Ord. 2017-213. Passed 12-18-17.)~~

Section 2. That Section 881.03 Imposition of Tax (Businesses), of Chapter 881 of Title Four of Part Eight-Business Regulation and Taxation Code of the Codified Ordinances of the City of Strongsville, be and is hereby amended, in part, in order that Section 881.03 shall read in part, as follows:

881.03 IMPOSITION OF TAX.

* * *

Businesses.

6. This division applies to any taxpayer engaged in a business or profession in the City of Strongsville, unless the taxpayer is an individual who resides in Strongsville or the taxpayer is

an electric company, combined company, or telephone company that is subject to and required to file reports under Chapter 5745. of the ORC.

(a) Except as otherwise provided in divisions 6(b) and 7 of this section, net profit from a business or profession conducted both within and without the boundaries of the City of Strongsville shall be considered as having a taxable situs in Strongsville for purposes of municipal income taxation in the same proportion as the average ratio of the following:

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

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

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

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

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

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

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

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

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

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

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

(i) The employer;

(ii) A vendor, customer, client, or patient of the employer, or a related member of such a vendor, customer, client, or patient;

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

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

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

(d) For the purposes of division 6(a)(3) of this section, **and except as provided in division 7 of this section**, receipts from sales and rentals made and services performed shall be situated to a municipal corporation as follows:

(1) Gross receipts from the sale of tangible personal property shall be situated to the municipal corporation only if, regardless of where title passes, the property meets either of the following criteria:

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

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

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

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

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

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

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

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

commissions received from the sale, purchase, or lease of real estate everywhere in the taxable year.

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

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

(h) Left intentionally blank.

(i) Intentionally left blank.

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) 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) or (ii) 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. 2018-043. Passed 4-2-18.)~~

* * *

Section 3. That Sections 881.05(1) through (8), Annual Return; Filing, of Chapter 881 of Title Four of Part Eight-Business Regulation and Taxation Code of the Codified Ordinances of the City of Strongsville be and are hereby amended in order that only those Sections 881.05(1) through (8) shall read in their entirety as follows:

881.05 ANNUAL RETURN; FILING.

1. An annual City of Strongsville income tax return shall be completed and filed by every individual taxpayer ~~eighteen (18) years of age or older and any taxpayer that is not an individual~~ for each taxable year for which the taxpayer is subject to the tax, whether or not a tax is due thereon.

(a) The Tax Administrator may accept on behalf of all nonresident individual taxpayers a return filed by an employer, agent of an employer, or other payer under Section 881.04 of this chapter when the nonresident individual taxpayer's sole income subject to the tax

is the qualifying wages reported by the employer, agent of an employer, or other payer, and no additional tax is due to Strongsville.

(b) Retirees having no Municipal Taxable Income for Strongsville income tax purposes may file with the Tax Administrator a written exemption from these filing requirements on a form prescribed by the Tax Administrator. The written exemption shall indicate the date of retirement and the entity from which retired. The exemption shall be in effect until such time as the retiree receives Municipal Taxable Income taxable to the City of Strongsville, at which time the retiree shall be required to comply with all applicable provisions of this chapter.

2. If an individual is deceased, any return or notice required of that individual shall be completed and filed by that decedent's executor, administrator, or other person charged with the property of that decedent.

3. If an individual is unable to complete and file a return or notice required by Strongsville, the return or notice required of that individual shall be completed and filed by the individual's duly authorized agent, guardian, conservator, fiduciary, or other person charged with the care of the person or property of that individual.

4. Returns or notices required of an estate or a trust shall be completed and filed by the fiduciary of the estate or trust.

5. Strongsville shall permit spouses to file a joint return.

6. (a) Each return required to be filed under this division shall contain the signature of the taxpayer or the taxpayer's duly authorized agent and of the person who prepared the return for the taxpayer. The return shall include the taxpayer's social security number or taxpayer identification number. Each return shall be verified by a declaration under penalty of perjury.

(b) The Tax Administrator shall require a taxpayer who is an individual to include, with each annual return, and amended return, copies of the following documents: all of the taxpayer's Internal Revenue Service form W-2, "Wage and Tax Statements," including all information reported on the taxpayer's federal W-2, as well as taxable wages reported or withheld for any municipal corporation; the taxpayer's Internal Revenue Service form 1040, or in the case of a return or request required by a qualified municipal corporation, Ohio Form IT-1040; and, with respect to an amended tax return, any other documentation necessary to support the adjustments made in the amended return. An individual taxpayer who files the annual return required by this section electronically is not required to provide paper copies of any of the foregoing to the Tax Administrator unless the Tax Administrator requests such copies after the return has been filed.

(c) The Tax Administrator may require a taxpayer that is not an individual to include, with each annual net profit return, amended net profit return, or request for refund required under this section, copies of only the following documents: the taxpayer's Internal Revenue Service form 1041, form 1065, form 1120, form 1120-REIT, form 1120F, or form 1120S, and, with respect to an amended tax return or refund request, any other documentation necessary to support the refund request or the adjustments made in the amended return.

A taxpayer that is not an individual and that files an annual net profit return electronically through the Ohio Business Gateway or in some other manner shall either mail the documents required under this division to the Tax Administrator at the time of filing or, if electronic submission is available, submit the documents electronically through the Ohio Business Gateway.

(d) After a taxpayer files a tax return, the Tax Administrator may request, and the taxpayer shall provide, any information, statements, or documents required by the City to determine and verify the taxpayer's municipal income tax liability. The requirements imposed under division 6 of this section apply regardless of whether the taxpayer files on a generic form or on a form prescribed by the Tax Administrator.

7. (a) (1) Except as otherwise provided in this chapter, each individual income tax return required to be filed under this section shall be completed and filed as required by the Tax Administrator on or before the date prescribed for the filing of state individual income tax returns under division (G) of Section 5747.08 of the ORC. The taxpayer shall complete and file the return or notice on forms prescribed by the Tax Administrator or on generic forms, together with remittance made payable to the City of Strongsville. No remittance is required if the net amount due is ten dollars (\$10.00) or less.

(2) Except as otherwise provided in this chapter, each annual net profit return required to be filed under this section by a taxpayer that is not an individual shall be completed and filed as required by the Tax Administrator on or before the fifteenth day of the fourth month following the end of the taxpayer's taxable year. The taxpayer shall complete and file the return or notice on forms prescribed by the Tax Administrator or on generic forms, together with remittance made payable to the City of Strongsville. No remittance is required if the net amount due is ten dollars (\$10.00) or less.

(b) Any taxpayer that has duly requested an automatic six-month extension for filing the taxpayer's federal income tax return shall automatically receive an extension for the filing of Strongsville's income tax return. The extended due date of Strongsville's income tax return shall be the 15th day of the tenth month after the last day of the taxable year to which the return relates. **For tax years ending on or after January 1, 2023, the extended due date of Strongsville's income tax return for a taxpayer that is not an individual shall be the 15th day of the eleventh month after the last day of the taxable year to which the return relates.** An extension of time to file under this division is not an extension of the time to pay any tax due unless the Tax Administrator grants an extension of that date.

(1) A copy of the federal extension request shall be included with the filing of Strongsville's income tax return.

(2) A taxpayer that has not requested or received a six-month extension for filing the taxpayer's federal income tax return may submit a written request that the Tax Administrator grant the taxpayer a six-month extension of the date for filing the taxpayer's Strongsville income tax return. If the request is received by the Tax Administrator on or before the date the Strongsville income tax return is due, the Tax Administrator shall grant the taxpayer's requested extension.

(c) If the tax commissioner extends for all taxpayers the date for filing state income tax returns under division (G) of Section 5747.08 of the ORC, a taxpayer shall automatically receive an extension for the filing of Strongsville's income tax return. The extended due date of Strongsville's income tax return shall be the same as the extended due date of the state income tax return.

(d) If the Tax Administrator considers it necessary in order to ensure the payment of the tax imposed by Strongsville, the Tax Administrator may require taxpayers to file returns and make payments otherwise than as provided in this division, including taxpayers not otherwise required to file annual returns.

(e) If a taxpayer receives an extension for the filing of a municipal income tax return under Section 7(b), (c) or (d) of this section, the tax administrator shall not make any inquiry or send any notice to the taxpayer with regard to the return on or before the date the taxpayer files the return or on or before the extended due date to file the return, whichever occurs first.

If a tax administrator violates division (e) of this section, the municipal corporation shall reimburse the taxpayer for any reasonable costs incurred to respond to such inquiry or notice, up to \$150.

Division (e) of this section does not apply to an extension received under division (b) of this section if the tax administrator has actual knowledge that the

taxpayer failed to file for a federal extension as required to receive the extension under division (b) of this section or failed to file for an extension under division (b)(2) of this section.

(ef) To the extent that any provision in this division 7 of this section conflicts with any provision in divisions 14, 15, 16 or 17 of this section, the provisions in divisions 14, 15, 16 or 17 prevail.

8. (a) For taxable years beginning after 2015, Strongsville shall not require a taxpayer to remit tax with respect to net profits if the net amount due is ten dollars (\$10.00) or less.

(b) Any taxpayer not required to remit tax to Strongsville for a taxable year pursuant to division 8(a) of this section shall file with Strongsville an annual net profit return under division 6(c) of this section, unless the provisions of division (8)(c) apply.

(c) (1) A person may notify the Tax Administrator that the person does not expect to be a taxpayer subject to Strongsville's income tax ordinance for a taxable year if both the following apply:

(i) The person was required to file a tax return with Strongsville for the immediately preceding taxable year because the person performed services at a worksite location [as defined in Section 881.04 (3)(a)(7)] within Strongsville.

(ii) The person no longer provides services in Strongsville and does not expect to be subject to Strongsville's income tax for the taxable year.

(2) The person shall provide the notice in a signed affidavit that briefly explains the person's circumstances, including the location of the previous worksite location and the last date on which the person performed services or made any sales within Strongsville. The affidavit shall also include the following statement: "The affiant has no plans to perform any services within Strongsville, make any sales in Strongsville, or otherwise become subject to the tax levied by Strongsville during the taxable year. If the affiant does become subject to the tax levied by Strongsville for the taxable year, the affiant agrees to be considered a taxpayer and to properly comply as a taxpayer with Strongsville income tax ordinance and rules and regulations." The person shall sign the affidavit under penalty of perjury.

(3) If a person submits an affidavit described in Section 881.05 (8)(c)(2), the Tax Administrator shall not require the person to file a tax return for the taxable year unless the Tax Administrator possesses information that conflicts with the affidavit or if the circumstances described in the affidavit change.

(4) Nothing in Section 881.05 (8)(c) of this section prohibits the Tax Administrator from performing an audit of the person.

~~(Ord. 2017-213. Passed 12-18-17.)~~

* * *

Section 4. That Section 881.18, Interest and Penalties, of Chapter 881 of Title Four of Part Eight-Business Regulation and Taxation Code of the Codified Ordinances of the City of Strongsville be and is hereby amended in order that Section 881.18 shall read in its entirety as follows:

881.18 INTEREST AND PENALTIES.

1. As used in this section:

(a) "Applicable law" means this chapter, the resolutions, ordinances, codes, directives, instructions, and rules adopted by the City of Strongsville provided they impose or directly or indirectly address the levy, payment, remittance, or filing requirements of Strongsville.

(b) "Federal short-term rate" means the rate of the average market yield on outstanding marketable obligations of the United States with remaining periods to maturity of three years or less, as determined under Section 1274 of the Internal Revenue Code, for July of the current year.

(c) "Income tax," "estimated income tax," and "withholding tax" means any income tax, estimated income tax, and withholding tax imposed by Strongsville pursuant to applicable law, including at any time before January 1, 2016.

(d) "Interest rate as described in division 1 of this section" means the federal short-term rate, rounded to the nearest whole number percent, plus five percent. The rate shall apply for the calendar year next following the July of the year in which the federal short-term rate is determined in accordance with division 1(b) of this section.

(e) "Return" includes any tax return, report, reconciliation, schedule, and other document required to be filed with the Tax Administrator or Strongsville by a taxpayer, employer, any agent of the employer, or any other payer pursuant to applicable law, including at any time before January 1, 2016.

(f) "Unpaid estimated income tax" means estimated income tax due but not paid by the date the tax is required to be paid under applicable law.

(g) "Unpaid income tax" means income tax due but not paid by the date the income tax is required to be paid under applicable law.

(h) "Unpaid withholding tax" means withholding tax due but not paid by the date the withholding tax is required to be paid under applicable law.

(i) "Withholding tax" includes amounts an employer, any agent of an employer, or any other payer did not withhold in whole or in part from an employee's qualifying wages, but that, under applicable law, the employer, agent, or other payer is required to withhold from an employee's qualifying wages.

2. (a) This section applies to the following:

(1) Any return required to be filed under applicable law for taxable years beginning on or after January 1, 2016;

(2) Income tax, estimated income tax, and withholding tax required to be paid or remitted to Strongsville on or after January 1, 2016.

(b) This section does not apply to returns required to be filed or payments required to be made before January 1, 2016, regardless of the filing or payment date. Returns required to be filed or payments required to be made before January 1, 2016, but filed or paid after that date shall be subject to the ordinances or rules and regulations, as adopted before January 1, 2016, of Strongsville to which the return is to be filed or the payment is to be made, including but not limited to Chapter 880 of Strongsville's Codified Ordinances.

3. Should any taxpayer, employer, agent of the employer, or other payer for any reason fail, in whole or in part, to make timely and full payment or remittance of income tax, estimated income tax, or withholding tax or to file timely with the City of Strongsville any return required to be filed, the following penalties and interest shall apply:

(a) Interest shall be imposed at the rate described in division 1 of this section, per annum, on all unpaid income tax, unpaid estimated income tax, and unpaid withholding tax.

(b) (1) With respect to unpaid income tax and unpaid estimated income tax, Strongsville may impose a penalty equal to fifteen percent (15%) of the amount not timely paid.

(2) With respect to any unpaid withholding tax, Strongsville may impose a penalty not exceeding fifty percent (50%) of the amount not timely paid.

(c) **(1) For tax years ending on or before December 31, 2022** ~~with~~ with respect to returns other than estimated income tax returns, Strongsville may impose a penalty of \$25 for each failure to timely file each return, regardless of the liability shown thereon for each month, or any fraction thereof, during which the return remains unfiled regardless of the liability shown thereon. The penalty shall not exceed \$150 for each failure.

(2) For tax years ending on or after January 1, 2023, with respect to returns other than estimated income tax returns, Strongsville may impose a penalty not exceeding \$25.00 for each failure to timely file each return, regardless of the liability shown thereon, except that Strongsville shall abate or refund the penalty assessed on a taxpayer's first failure to timely file a return after the taxpayer files that return.

4. Nothing in this section requires Strongsville to refund or credit any penalty, amount of interest, charges, or additional fees that Strongsville has properly imposed or collected before January 1, 2016.

5. Nothing in this section limits the authority of Strongsville to abate or partially abate penalties or interest imposed under this section when the Tax Administrator determines, in the Tax Administrator's sole discretion, that such abatement is appropriate.

6. By the 31st day of October of each year Strongsville or its authorized agent shall publish the rate described in division 1 of this section applicable to the next succeeding calendar year.

7. Strongsville may impose on the taxpayer, employer, any agent of the employer, or any other payer Strongsville's post-judgment collection costs and fees, including attorney's fees.

~~(Ord. 2017-213. Passed 12-18-17.)~~

* * *

Section 5. That any ordinances or resolutions, or parts thereof, in conflict with these amendments to Chapter 881, except for current Chapter 880 where it remains applicable, are hereby superseded and repealed.

Section 6. That the provisions of this Ordinance shall take effect and be in force from and after January 1, 2024, presuming it is approved in accordance with law.

Section 7. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of 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 8. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is necessary to further update the City's municipal Code in order to provide for consistency in law due to the passage of House Bill 33. 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

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2023 – 149
Page 15

Date Passed: _____

Date Approved: _____

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

Attest: _____

Clerk of Council

Ord. No. 2023-149 Amended: _____

1st Rdg. _____ Ref: _____

2nd Rdg. _____ Ref: _____

3rd Rdg. _____ Ref: _____

Public Hrg. _____ Ref: _____

Adopted: _____ Defeated: _____

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2023 – 150

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO AGREEMENT(S) TO PURCHASE PROPERTY-CASUALTY AND RELATED INSURANCE COVERAGES, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.

WHEREAS, by and through Ordinance No. 2022-169, Council authorized the Mayor and Director of Finance to enter into a contract with **TRAVELERS COMPANIES**, as carrier, through **THE FEDELI GROUP** for the purchase of the City's property-casualty, liability and related insurance coverages for the departments of the City under a new municipal insurance program commencing December 1, 2022 for a twelve (12) month period ending November 30, 2023; and

WHEREAS, the market for public entities insurance is limited to a few carriers and a proliferation of pools; and

WHEREAS, the City's Director of Finance has been advised by the City's independent insurance consultant, Compensation Analysis, Inc., that it would be in the City's best interests for the next year to accept the insurance program of Travelers Companies, which is among the most competitive and highly rated; and

WHEREAS, because the City can maintain price stability and competitive rates, with no diminution in terms, conditions or coverage limits, the City's insurance consultant and Director of Finance have recommended that the City continue with The Fedeli Group, with underwriting of coverages through Travelers Companies as the carrier for the next year; and

WHEREAS, therefore, this Council finds it would be in the City's best interest to forego the normal bidding or proposal procedure in order to obtain insurance coverages at a reasonable and advantageous rate to protect the City, its officers, employees, and real and personal property.

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

Section 1. That this Council finds and determines, as set out in Article V, §5 of the Charter, that there is an immediate and present emergency in the operation of the Department of Finance and various other Departments of the City of Strongsville, in that it is necessary to enter into a contract with **TRAVELERS COMPANIES**, in order to avoid a gap in insurance coverage, to protect the City's officers, employees, real and personal property, to maintain reasonable insurance protection with advantageous premiums, and preserve the expenditure of funds in relation to insurance coverages and potential liability.

Section 2. That, for the reasons aforesaid, the Mayor and the Director of Finance be and are hereby authorized and directed to enter into an agreement with **TRAVELERS COMPANIES**, as carrier, through **THE FEDELI GROUP** for the purchase of applicable

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2023 – 150

Page 2

insurance coverages to continue the City’s current property-casualty and liability insurance program, commencing on December 1, 2023, for a twelve (12) month period ending November 30, 2024, in an amount not to exceed \$519,444.00 in annual premium, with a copy of such premium proposal attached hereto as Exhibit A. Copies of the agreement and policies including coverages are on file in the office of the Director of Finance and in the office of the City’s insurance consultant, and shall be in a form to be approved by the Law Director.

Section 3. That the funds for the purpose of the aforesaid expenditure have been appropriated and shall be paid from the General Fund, Street Construction, Maintenance and Repair Fund; Fire Levy Fund; Multi-Purpose Complex Fund; and Sanitary Sewer 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, property, health, safety and welfare, and for the further reason that the immediate purchase of the aforesaid insurance coverages is required in order to prevent a gap in coverages, to properly and completely protect the financial interests and property of the City, to ensure competitive premium rates, and to conserve public funds. Therefore, provided this Ordinance receives the unanimous 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	_____	_____
DeMio	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____

Attest: _____
Clerk of Council

Ord. No. 2023-150 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE
2023/24 PREMIUM COMPARISON



Coverage	Rating Basis	2022/23 Renewal			2023/24 Renewal			Flat Rate Renewal	% Change	
		Exposure	Rate	Premium	Exposure	Rate	Premium			
Property	TIV*	\$ 177,472,789	\$ 0.078	\$138,666	\$ 189,090,317	\$ 0.088	\$165,816	\$147,743	12.2%	
Inland Marine	TIV	\$ 2,585,481	\$ 0.205	\$5,294	\$ 2,584,581	\$ 0.208	\$5,379	\$5,292	1.6%	
General Liability	Total Expenditures	\$ 146,813,769	\$ 0.329	\$48,331	\$ 155,692,154	\$ 0.321	\$49,931	\$51,254	-2.6%	
Employee Benefits	Flat Cost	464		\$381			\$381	\$ 381	0.0%	
Ohio Stop Gap	Ohio Payroll	\$ 27,140,860	\$ 0.014	\$3,724	\$ 27,140,860	\$ 0.014	\$3,872	\$ 3,724	4.0%	
Law Enforcement Liability	No. of Officers	165	\$ 409.57	\$67,579	164	\$ 433.25	\$71,053	\$67,169	5.8%	
PE Management Liability	Total Expenditures	\$ 146,813,769	\$ 0.123	\$18,044	\$ 155,692,154	\$ 0.121	\$18,817	\$19,135	-1.7%	
Employment Practices	Employees Count	526	\$ 68.39	\$35,972	534	\$ 70.73	\$37,770	\$36,519	3.4%	
Auto Liability	No. of Units**	220	\$ 309.64	\$68,120	212	\$ 336.75	\$71,391	\$65,643	8.8%	
Auto Physical Damage	Cost New	\$ 13,326,599	\$ 0.185	\$24,613	\$ 14,023,173	\$ 0.186	\$26,051	\$25,900	0.6%	
Umbrella	U/L Premium	\$242,151	\$ 0.182	\$44,107	\$253,215	\$ 0.178	\$45,033	\$46,122	-2.4%	
P&C TOTAL				\$454,831			\$495,494	\$468,883	5.7%	
Crime / Cyber Liability		\$ 84,988,755	\$ 0.28	\$23,750	\$ 87,769,045	\$ 0.27	\$23,950	\$24,527	-2.4%	
PROGRAM TOTAL				\$478,581			\$519,444	\$493,409	5.3%	
Overall Premium							8.5%	Overall Rate		5.3%

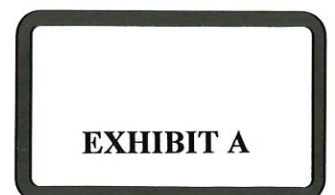
*Property TIV includes building, business personal property, specified limits & business income coverages

**No. of Units does not include Trailers

Cyber Options:

- 1- Include Business Interruption Coverage; \$4,800 additional premium (\$28,750 Total Annual Premium)
- 2- Increase 1st Party Coverage from \$250,000 to \$1,000,000 & Add Business Interruption; \$11,925 additional premium (\$35,875 Total Annual Premium)
(1st Party Coverages include: Privacy Breach Notifications, Computer & Legal Experts, Cyber Extortion, Data Restoration & Public Relations)

Date Prepared: 10/31/2023



CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2023 – 151

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE SALE BY INTERNET AUCTION, OF CERTAIN OBSOLETE PROPERTY NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE BY THE CITY'S SERVICE DEPARTMENT, 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 Service Department of the City of Strongsville is in possession of certain equipment and materials, which are obsolete, surplus, have little monetary value, and are no longer needed for any municipal purpose, as more particularly described in Exhibit A, a copy of which is attached hereto and incorporated herein by reference, and further finds, therefore, that it will be in the best interest of the City that such property be sold by public internet auction through GovDeals.

Section 2. That pursuant to Ohio Revised Code Section 721.15, the City is authorized to sell or dispose of property by internet auction; and that, pursuant to Article IV, Section 3(e) of the City Charter, the Mayor and Director of Finance be and are hereby authorized to dispose of such obsolete tangible property identified in Exhibit A and to perform all acts required in furtherance thereof.

Section 3. That the Director of Finance and the Mayor, therefore, are authorized to retain the services of **GovDeals** to effectuate the sale of such obsolete property by internet auction through an appropriate user agreement between the City and GovDeals, and in a form to be approved by the Law Director; and that the Director of Finance, Mayor and the Director of Public Service be and are further authorized and directed to execute all documents and perform all acts required to complete the sale of such obsolete and unneeded property by public internet auction.

Section 4. That the public internet auction will be conducted through GovDeals in accordance with its rules, regulations and procedures, including listing of the obsolete and unneeded property for sale by auction to the public on the internet. That as required by law, the property will be listed for ten (10) days, including Saturdays, Sundays and legal holidays.

Section 5. That the net proceeds of the operation of this Ordinance shall be deposited into the Street Construction, Maintenance & Repair Fund and Sanitary Sewer Fund; and any funds required for the purposes of this Ordinance have been appropriated and shall be paid from the Street, Construction, Maintenance & Repair Fund and Sanitary Sewer 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.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2023 – 151

Page 2

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 of the City, and for the further reason that the immediate sale of such obsolete and unneeded municipal property is necessary in order to provide necessary storage space for the Service Department, to enable the Department to replace obsolete equipment, 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. 2023-151 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

Gov deals

Water reels

Kifco SER# 430882 MOD# T180C

Kifco SER# 33097 MOD# B140

Kifco SER# 350246 B20 MOD# B-130X

Kifco SER# 26187 MOD# B160

Kifco SER# 30003 MOD# B180

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2023 – 152

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE SALE AT PUBLIC AUCTION OF CERTAIN OBSOLETE AND SURPLUS 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 Service 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 Street Construction, Maintenance & Repair Fund and Sanitary Sewer Fund; and any funds required for the purposes of this Ordinance have been appropriated and shall be paid from the Street Construction, Maintenance & Repair Fund and 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 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 Service 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. 2023 – 152
Page 2

President of Council

Date Passed: _____

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

Approved: _____
Mayor

Date Approved: _____

Attest: _____
Clerk of Council

Ord. No. 2023-152 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

Manheim Auto Auction

108 2008 F-250 VIN# 1FTSX21R48EE57308

196 1996 Chevy 3500 VIN# 1GBKC34F2TJ109692

EXHIBIT A

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2023 – 153

By: Mayor Perciak and All Members of Council

A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE A REQUEST FOR QUALIFICATIONS AND PROPOSALS FOR SUPPLIERS OF GASOLINE AND DIESEL FUEL FOR THE CITY'S SERVICE DEPARTMENT.

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

Section 1. That the Mayor be and is hereby authorized to advertise a request for qualifications and proposals to select and approve multiple qualified fuel suppliers in order to provide for various fuel requirements for gasoline and diesel fuel utilized by its Department of Public Service, and in accordance with the specifications and documents on file in the office of the Director of Public Service, which are, in all respects, hereby approved.

Section 2. That the funds for the purposes of this Resolution have been appropriated and shall be paid from the General Fund; Street Construction, Maintenance and Repair Fund; Fire Levy Fund; and Sanitary Sewer Fund.

Section 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council; and that all deliberations of 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 shall take effect and be in force from and after the earliest period allowed by law.

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
Clerk of Council

RES
Ord. No. *2023-153* Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2023 – 154

By: Mayor Perciak and All Members of Council

A RESOLUTION GRANTING PERMISSION TO REPURCHASE CERTAIN CERTIFICATES FOR BURIAL RIGHTS IN THE STRONGSVILLE MUNICIPAL CEMETERY. [Fessler]

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

Section 1. That pursuant to Codified Ordinance Section 1060.09, this Council hereby authorizes the repurchase by the City of Strongsville of a certificate for burial rights in the Strongsville Municipal Cemetery for Grave B, in Lot 77 of Section F, from Sara Fessler, at the same price that was originally paid therefor.

Section 2. That the funds for the repurchase of said certificate have been appropriated and shall be paid from the General Fund.

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

Section 4. That this Resolution shall take effect and be in force 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

RES
Ord. No. 2023-154 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2023 – 155

By: Mayor Perciak and All Members of Council

A RESOLUTION GRANTING PERMISSION TO REPURCHASE CERTAIN CERTIFICATES FOR BURIAL RIGHTS IN THE STRONGSVILLE MUNICIPAL CEMETERY. [McCarty, Earl]

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

Section 1. That pursuant to Codified Ordinance Section 1060.09, this Council hereby authorizes the repurchase by the City of Strongsville of a certificate for burial rights in the Strongsville Municipal Cemetery for Graves D and F, in Lot 89 of Section F, from Earl L. and Merrillin McCarty, husband and wife, at the same price that was originally paid therefor.

Section 2. That the funds for the repurchase of said certificate have been appropriated and shall be paid from the General Fund.

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

Section 4. That this Resolution shall take effect and be in force 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

RES
Ord. No. 2023-155 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2023 – 156

By: Mayor Perciak and All Members of Council

A RESOLUTION GRANTING PERMISSION TO REPURCHASE CERTAIN CERTIFICATES FOR BURIAL RIGHTS IN THE STRONGSVILLE MUNICIPAL CEMETERY. [McCarty, Eric]

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

Section 1. That pursuant to Codified Ordinance Section 1060.09, this Council hereby authorizes the repurchase by the City of Strongsville of a certificate for burial rights in the Strongsville Municipal Cemetery for Graves H and J, in Lot 89 of Section F, from Eric J. McCarty, at the same price that was originally paid therefor.

Section 2. That the funds for the repurchase of said certificate have been appropriated and shall be paid from the General Fund.

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

Section 4. That this Resolution shall take effect and be in force 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

RES
Ord. No. 2023-156 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2023 – 157

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A PURCHASE AGREEMENT FOR CERTAIN PROPERTY LOCATED ON ROYALTON ROAD, AND DECLARING AN EMERGENCY.

WHEREAS, the City deems it to be in the best interest to purchase a parcel of property located at 19135 Royalton Road for municipal public purposes.

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 hereby authorizes the Mayor to enter into a Purchase Agreement for the acquisition of property located on Royalton Road, a copy of such Purchase Agreement is attached hereto as Exhibit "1," for property identified as PPN 393-18-006.

Section 2. That upon receipt of a duly executed General Warranty Deed from the **DANIEL E. BAUR TRUST, dated September 28, 2000**, conveying said property to the City and evidence of title satisfactory to the Law Director, the Clerk of Council is hereby directed to cause the said General Warranty Deed to be recorded with the Cuyahoga County Fiscal Officer.

Section 3. That the Mayor and Director of Finance are hereby further authorized and directed to take any and all other necessary steps, to execute on behalf of the City any and all other documents necessary to effectuate and finalize the purchase, and to carry out all terms and conditions of the Purchase Agreement.

Section 4. That the Director of Finance be and is hereby authorized and directed to pay to the Escrow Agent the amount required in Exhibit "1."

Section 5. That the funds for the purposes of this Ordinance have been appropriated and shall be paid from the General Capital Improvement 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 of any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 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 of the City, and for the further reason that it is immediately necessary to enter into an agreement for the purchase of such property in order to further economic development and improve lots and lands in the City. Therefore, provided this Ordinance receives the unanimous

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2023 – 157

Page 2

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

Attest: _____
Clerk of Council

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

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

PURCHASE AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2023, by and between **DANIEL E. BAUR, TRUSTEE aka DANIEL E. BAUR TRUST, dated September 28, 2000,** hereinafter referred to as "Seller" and the **CITY OF STRONGSVILLE,** hereinafter referred to as "Buyer."

WHEREAS, Seller is the fee owner of real property located at 19135 Royalton Road, in the City of Strongsville, County of Cuyahoga, State of Ohio, known as Permanent Parcel No. 393-18-006, which is further described in Exhibit "A" attached hereto and incorporated herein, together with all improvements thereon collectively, and together with all appurtenances, the "Property."

WITNESSETH THAT:

1. PREMISES: Seller agrees to sell and convey the Property to Buyer and Buyer agrees to purchase the Property from Seller, for the purchase price and upon the terms and conditions hereafter set forth.

2. CONDITION OF PROPERTY: This Property is being purchased in its present physical condition "as-is." Buyer has not relied upon any representations, warranties or statements about the Property, including but not limited to, its condition or use, except for those which are expressly set forth in this Agreement. Buyer acknowledges it has not relied on any representations or statements concerning the condition or value of the Property, the use that can be made of the Property or the zoning ordinances applicable to it, or anything concerning the same, other than those statements and representations which are expressly set forth in this Agreement.

3. PURCHASE PRICE AND PAYMENT: The total purchase price shall be One Hundred Thirty-Seven Thousand Five Hundred Dollars (\$137,500.00), payable at Closing, in cash, or immediately available and collected funds.

4. REAL ESTATE TAXES: Real estate taxes and assessments shall be prorated in escrow, as of the date of Closing. All utilities and sewage charges shall be prorated as of the date of Closing by the parties outside of escrow. Seller to pay all the above said costs and charges attributable to its ownership period and Buyer to pay said costs and charges thereafter.

5. PLANS, SURVEYS, and ASSESSMENTS: Seller agrees to provide to the Buyer, at no cost to the Buyer, immediately, but not later than ten (10) days after execution of this Agreement, any physical or topographic surveys, development information, soil boring or groundwater data, environmental assessments and other agreements affecting the Property, as well as any other records relating to the Property in the possession of the Seller.

6. WARRANTIES; REPRESENTATIONS: Seller warrants and represents the following:

(a) That Joseph A. Balog and Rachelle Baur Balog are the Co-Trustees of the Daniel E. Baur Trust dated September 28, 2000;

(b) That as the Co-Trustees, they have all necessary authority to execute this Purchase Agreement and sign the deed and any and all other documents required to carry out this Agreement and transfer the Property to the Buyer;

(c) There are no other contracts for sale or options involving the Property except that Strongsville Buick GMC, Inc. (hereinafter referred to as "SBG") has an option to purchase the Property, which option the Seller will have terminated prior to the Closing Date;

(d) That no other party has any right, title or interest in the Property, except as set out in the following Section (e);

(e) That other than the existing lease with SBG for the buildings at 19135 Royalton Road, Strongsville, Ohio, there are no other oral or written leases affecting or relating to the Property. Seller further warrants and represents that the existing lease for the building at 19135 Royalton Road, Strongsville, Ohio shall be terminated by the Seller prior to the Closing date; and

(f) That the Property, to the best of Seller's knowledge, without any inquiry or investigation by the Seller, is not located in a flood plain, nor encumbered by any wetlands; and there are no underground tanks or wells on the Property; and

(g) That between the date the Seller executes this Agreement and the Closing date, the Seller shall not subject the Property to or consent to any leases, liens, encumbrances, covenants, conditions, restrictions, easements, rights of way, or agreements, or take any other action affecting or modifying the status of title or otherwise affecting the Property, without the written consent of the Buyer.

7. ADVERSE FACTS: The Seller, without inquiry or investigation, knows of no materially adverse fact, affecting or threatening to affect the Property which has not been disclosed to the Buyer in writing. Between the date the Seller executes this Agreement and the Closing date, the Seller will notify the City in writing of any events which occur or any facts of which it becomes aware which would make any of its representations or warranties false or misleading. Except as otherwise permitted by the Buyer in writing, in its sole discretion, each of the warranties or representations made in this Agreement by the Seller shall be true and correct as of the Closing date.

8. CLOSING; ESCROW: Closing and delivery of possession shall be on or before **December 15, 2023**, or as soon thereafter as practicable, allowing a reasonable time for approval by City Council, preparation and approval of documents and correction of defects reported as a result of a title examination, survey or inspections of the Premises. Closing shall be held at the offices of the Escrow Agent, or at such other place as the parties may agree.

The Seller agrees to deliver to Buyer or Escrow Agent the following at or prior to Closing:

- (a) A Fiduciary Deed, fully executed by the Seller, conveying the Property in fee simple to the Buyer, in a form satisfactory to the Buyer;

- (b) A document releasing the current lease and purchase option with SBG encumbering the Property. If Seller is unable to formally secure the termination of the current lease or option to purchase by SBG by the Closing Date, then Seller can terminate this Purchase Agreement;
- (c) A signed closing or settlement statement prepared or approved by Escrow Agent;
- (d) Any affidavit or document required by the Escrow Company ensuring that the individual(s) signing the deed and Closing documents have the authority on behalf of the Seller to execute the documents; and
- (e) Any other documents reasonably required by Escrow Agent.

9. TITLE EVIDENCE AND DEFECTS:

(a) On the Closing date, Buyer shall receive an ALTA Owner's Policy of Title Insurance, in currently utilized Form (amended) (the "Title Policy") in the amount of \$137,500.00, showing fee simple title to the Premises to be in Buyer's name, subject only to those title exceptions permitted in accordance with this Agreement, including but not limited to the recorded easements, assessments, covenants and deed restrictions, with the so-called "printed" or "standard" exceptions deleted to the extent possible. The Title Policy shall be issued by the Escrow Agent or such other nationally recognized title company as shall be acceptable to Buyer (the "Title Company"). The Title Policy shall also affirmatively insure: (i) Buyer's right to use any appurtenant easements; (ii) that the Property will have the benefit of direct ingress and egress, both pedestrian and vehicular, to and from a public highway; and (iii) such other matters as Buyer may reasonably require to address material matters disclosed in the Title Commitment.

(b) Upon execution of this Agreement, Buyer shall order from the Escrow Agent a commitment for the Title Policy (the "Title Commitment") and cause the same (with legible copies of all exceptions attached thereto) to be delivered to each party hereto no later than

fifteen (15) days thereafter. The Title Commitment shall be updated and endorsed to include all liens, claims, encumbrances, easements, rights-of-way, encroachments, reservations, restrictions and any other matters affecting the Property, which shall commit to delete the standard printed exceptions and creditors rights' exclusion, and any matters disclosed by any Survey. Within fifteen (15) days after receipt of both the Commitment and the Survey, Buyer shall serve upon Seller a notice specifying those exceptions to title, if any, that interfere with the use of the Property for Buyer's intended use (the "Title Defects"). Buyer acknowledges that, for purposes of this section, real estate taxes and assessments, both general and special, that are not yet due and payable, the recorded easements, covenants and deed restrictions acceptable to the Buyer, and zoning ordinances do not constitute Title Defects. Any exceptions appearing after issuance of the Title Commitment and/or Survey shall also be deemed Title Defects unless approved in writing by Buyer.

(c) Upon receipt by Seller of Buyer's notice of Title Defects, if any, Seller shall immediately and diligently pursue the removal of the Title Defects. Seller shall have fifteen (15) days after receipt of notice in which to cure such Title Defects (or, if the Title Defects are not readily curable within said fifteen (15) day period, then Seller may have such additional time as Buyer may permit in writing, in which case, the Closing Date shall, at Buyer's option, be extended accordingly) (said fifteen (15) day period, as the same may be extended, being hereinafter referred to as the ("Cure Period")). If some or all of the Title Defects can only reasonably be cured at Closing, then Seller may agree in writing to cure such Title Defects at Closing, subject to Buyer's reasonable consent. Should Seller fail to cure the Title Defects within the Cure Period, Seller shall notify Buyer of such fact prior to the expiration of the Cure Period, and Buyer shall have the option to: (i) accept the Property subject to the Title Defects, or (ii) declare this Agreement to be null and void and of no further force or effect, except to the extent a party is in breach of this Agreement and Buyer and Seller shall each be relieved of all further liability hereunder, and except

that the parties shall equally share all title and escrow costs incurred to date. If Buyer elects not to terminate this Agreement as provided above, then Seller shall cause the Title Company to update the Title Commitment prior to the Closing Date.

10. ESCROW AGENT:

(a) The escrow agent for this transaction shall be Maximum Title & Escrow Services, Inc. (the "Escrow Agent").

(b) The Closing of this transaction described in this Agreement shall be conducted in escrow, and this Agreement shall serve as escrow instructions for that purpose. The Escrow Agent may incorporate its standard conditions of acceptance, to the extent that they are not inconsistent with the terms of this Agreement. Seller shall deposit the executed Fiduciary Deed and such other documents as the Escrow Agent may reasonably require, to complete the closing with the Escrow Agent. Buyer shall concurrently deposit the Purchase Price with the Escrow Agent in collected and immediately available funds, and with such other documents as the Escrow Agent may reasonably require to complete the closing. At Closing, the Escrow Agent shall record the Fiduciary Deed, shall issue the Title Policy and shall disburse the Purchase Price to Seller (net of all closing expenses and prorations as calculated pursuant to this Agreement). The Escrow Agent shall charge the parties with costs and expenses as follows: (1) Seller shall be responsible for the costs of recording the Fiduciary Deed, releasing any leases, purchase options, and encumbrances, and filing any required affidavit, and for one-half of all escrow costs, including title examination and title insurance, and (2) Buyer shall be responsible for one-half of all escrow costs, including title examination and title insurance. Since the transfer is to a municipal corporation, there is no conveyance fee required to be paid by the Seller.

11. INSPECTIONS:

(a) Seller shall give to Buyer and its designated agents and representatives full access to the Property during normal business hours throughout the Buyer Study Period as defined

in Paragraph 11 (b), including the right, at Buyer's own risk, to cause its agents or representatives to enter upon the Property for the purpose of (i) making physical and topographic surveys; and (ii) conducting such tests, investigations and studies as Buyer may desire, including, but not limited to, those related to engineering, water, groundwater, sanitary and storm sewer, utilities and environmental matters, as well as soil borings. In the event the Property is not transferred to the Buyer, Buyer shall, at its expense, restore the Property to its prior condition to the extent of any changes made by its agents or representatives. Any private agents or representatives retained by the Buyer to do this work shall carry insurance to protect the Seller. The Seller shall furnish to Buyer during the Buyer Study Period all information concerning the Property which the Buyer may reasonably request and which is in the possession of the Seller.

(b) Buyer shall have fifteen (15) days from the full execution of this Agreement, ("Buyer Study Period"), to complete the studies described in Paragraph 11(a) and to determine in its sole discretion that the condition of the Property is satisfactory for the intended use of the Buyer. In the event that the Buyer is not so satisfied for any reason whatsoever at any time prior to the expiration of the Buyer Study Period, Buyer shall advise the Seller in writing of its intention not to proceed to Closing under the terms of this Agreement, and in such event, this Agreement shall automatically be terminated, and no party shall have any liability hereunder other than the Buyer covering any Title Company costs incurred to date.

12. ENVIRONMENTAL MATTERS: Seller states that it has not conducted any environmental studies on the Property and does not know the state of the Property since it has not been on the Property since 2019 and only the tenant has utilized the Property. Seller warrants and represents that to the best of Seller's knowledge, information and belief, without inquiry or investigation, there have never been, nor are there now, any underground storage tanks on the Property; nor has there been any activity on the Property which has been conducted or is being conducted, except in compliance with all statutes, ordinances, regulations, orders, permits and

common law requirements concerning (a) handling of any toxic or hazardous substances, (b) discharges of toxic or hazardous substances to the air, soil, surface water or groundwater, and (c) storage, treatment or disposal of any toxic or hazardous substances at or connected with any activity on the Property; nor is there any contamination present on or in the Property; nor is there any of the following present on or in the Property: (i) polychlorinated biphenyls or substances containing polychlorinated biphenyls; (ii) asbestos or materials containing asbestos; (iii) urea formaldehyde or materials containing urea formaldehyde; (iv) lead or lead-containing paint; or (v) radon. The term "contamination" shall mean the unconfined presence of toxic or hazardous substances on or in the Property or arising from the Property, which may require remediation under any applicable law. For purposes of this Agreement, "hazardous substance(s)" shall have the meaning of "hazardous substance" set forth in 42 U.S.C. §9601(14), as amended, and of "regulated substance" at 42 U.S.C. §6991(2), as amended, and of any other substances which may be the subject of liability pursuant to any environmental law of the United States and the State of Ohio.

13. CONTINGENCIES: This Agreement is contingent upon the following: Approval of this Agreement by City Council and all required City of Strongsville officials pursuant to law. This Agreement is contingent on the Seller formally finalizing with SBG the termination of its Lease and Purchase Option for the Property. In the event Seller is unable to finalize with SBG the termination of the Lease and Purchase Option for the property, neither party will have any further liability pursuant to this Agreement.

14. BROKERAGE: Both parties warrant and represent that they have not dealt with any realtor, broker, consultant, or like agent who might be entitled to any compensation in connection with the transaction contemplated hereby.

15. DELIVERY OF DOCUMENTS: After closing, the Escrow Agent shall deliver to Seller its escrow statement, and shall deliver to Buyer its escrow statement, along with the Title policy and the recorded Fiduciary Deed.

16. ENTIRE AGREEMENT AND MODIFICATIONS: This Agreement, including all exhibits attached hereto and hereby incorporated herein by reference, contains all of the terms and conditions agreed upon by the parties hereto, there being no oral conditions representations, warranties or agreements. Any subsequent conditions, representations, warranties or agreements shall not be valid and binding upon the parties unless in writing and signed by both parties.

17. ASSIGNMENT: Seller shall not assign or hypothecate this Agreement, in whole or in part, nor mortgage, transfer or convey the property to anyone except Buyer. Buyer shall not assign this Agreement, in whole or in part, without Seller's prior written consent.

18. HEADINGS: The headings of the paragraphs of this Agreement are for convenience only and shall not affect the meaning or construction of the contents of this Agreement.

19. SUCCESSORS AND ASSIGNS: This Agreement shall be binding upon and inure to the benefit of the parties, their respective heirs, administrators, executors, successors and assigns.

20. GOVERNING LAW: This Agreement shall be governed by and interpreted under and construed in accordance with the laws of the State of Ohio.

21. MULTIPLE COPIES: This Agreement shall be executed in duplicate, each of which shall be an original of this Agreement, but all of which taken together shall constitute one and the same.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

WITNESSES:

Maggie Foster
Christine Potter

SELLER:

DANIEL E. BAUR, TRUSTEE aka
DANIEL E. BAUR TRUST dated
September 28, 2000

Joseph A. Balog
By: Joseph A. Balog, Co-Trustee
Rachelle Baur Balog
By: Rachelle Baur Balog, Co-Trustee

BUYER:

CITY OF STRONGSVILLE

By: Thomas P. Perciak, Mayor

EXHIBIT A

LEGAL DESCRIPTION

Situated in the City of Strongsville, County of Cuyahoga, and State of Ohio and known as being part of Block "A" in the Ernest J. Fish and Clara E. Fish Subdivision of part of Original Strongsville Township Lot Nos. 55, 56, and 65, as shown by the recorded plat in Volume 158 of Maps, Page 12 of Cuyahoga County Records, and bounded and described as follows:

Beginning at the Northwesterly corner of land conveyed to Charlotte S. Bourne by deed dated October 20, 1948 and recorded in Volume 6647, Page 121 of Cuyahoga County Records; thence Westerly in a direct line to the most Southerly corner of land conveyed to Bertha Bauer by deed dated March 18, 1952 and recorded in Volume 7459, Page 169 of Cuyahoga County Records; thence Northeasterly along the Southeasterly line of land so conveyed and along the Southeasterly line of land conveyed to Clark R. Fish by deed dated June 4, 1947 and recorded in Volume 6284, Page 516 of Cuyahoga County Records, 126.67 feet to the most Easterly corner of land so conveyed to Clark R. Fish; thence Southerly in a direct line to the place of beginning, be the same, more or less, but subject to all legal highways.

Situated in the City of Strongsville, County of Cuyahoga, and State of Ohio and known as being part of Original Strongsville Lot No. 55, bounded and described as follows:

Beginning in the Southeasterly line of Royalton Road, at a point distant Southwesterly 422.42 feet measured along the Southeasterly line of Royalton Road, as now established and as shown by the recorded plat in Volume 40 of Maps, Page 6 of Cuyahoga County Records, from the intersection of said Southeasterly line of Royalton Road with the Westerly line of Wooster Pike, now known as Pearl Road; thence Southwesterly along the Southeasterly line of Royalton Road, 70 feet; thence Southeasterly at right angles with the Southeasterly line of Royalton Road, 150 feet; thence Northeasterly parallel with the Southeasterly line of Royalton Road, 56 feet; thence Northwesterly 150.65 feet to the place of beginning, be the same more or less, but subject to all legal highways.

Situated in the City of Strongsville, County of Cuyahoga, and State of Ohio and known as being part of Original Strongsville Lot No. 55, bounded and described as follows:

Beginning at a pipe found on the Northerly line of land conveyed to Ernest J. Fish by deed recorded in Volume 3573, Page 539 of Cuyahoga County Records, and marking the Southeasterly corner of land conveyed to Clark R. Fish by deed recorded in Volume 4855, Page 562 of Cuyahoga County Records, and also the Southwesterly corner of land conveyed to Hilda Winch by deed recorded in Volume 4878, Page 290 of Cuyahoga County Records; thence South 67° 15' 20" West 56 feet along the line between lands of Clark R. Fish and Ernest J. Fish, as aforesaid; thence South 22° 44' 40" East 100 feet along the extension of the Westerly line of land of Clark R. Fish, as aforesaid; thence North 67° 15' 20" East 46.67 feet; thence North 17° 24' 40" West 100.43 feet along the extension of the Easterly line of land of Clark R. Fish, as aforesaid, to the place of beginning, be the same more or less, but subject to all legal highways.

Permanent Parcel No. 393-18-006