

City of Strongsville

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

November 16, 2023

City Council

James A. Kaminski
Ward 1

Annamarie P. Roff
Ward 2

Thomas M. Clark
Ward 3

Gordon C. Short
Ward 4

Joseph C. DeMio
At-Large

James E. Carbone
At-Large

Kelly A. Kosek
At-Large

Aimee Pientka, MMC
Clerk of Council

MEETING NOTICE

City Council has scheduled the following meetings for **Monday, November 20, 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 7:30 p.m. All committees listed will meet immediately following the previous committee:

7:30 P.M.

Planning, Zoning & Engineering Committee will meet to discuss Ordinance Nos. 2023-158 and 2023-159.

Public Safety & Health Committee will meet to discuss Ordinance Nos. 2023-160, 2023-161 and 2023-162.

Finance Committee will meet to discuss Ordinance Nos. 2023-163, 2023-164, 2023-165 and 2023-166.

Building & Utilities Committee will meet to discuss Ordinance No. 2023-167.

Recreation & Community Services Committee will meet to discuss Resolution No. 2023-168.

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 20, 2023 AT 8:00 P.M.
Mike Kalinich Sr. City Council Chamber
18688 Royalton Road, Strongsville, Ohio

AGENDA

1. CALL TO ORDER:
2. PLEDGE OF ALLEGIANCE:
3. CERTIFICATION OF POSTING:
4. ROLL CALL:
5. COMMENTS ON MINUTES:
 - *Regular Council Meeting – November 6, 2023*
 - *Finance Committee Meeting – November 6, 2023*
6. APPOINTMENTS, CONFIRMATIONS, AWARDS AND RECOGNITION:
 - Dr. Ali Makarachi, Director of Transportation, Planning and Engineering at Northeast Ohio Areawide Coordinating Agency (NOACA), will be present to provide a technical presentation in regards to the Boston Road interchange.
7. REPORTS OF COUNCIL COMMITTEE:
 - SCHOOL BOARD – Clark
 - BUILDING & UTILITIES – Clark
 - SOUTHWEST GENERAL HEALTH SYSTEM – Short
 - ECONOMIC DEVELOPMENT – Short
 - PUBLIC SERVICE AND CONSERVATION – DeMio
 - FINANCE – Kosek
 - PLANNING, ZONING AND ENGINEERING – Kaminski
 - PUBLIC SAFETY AND HEALTH – Kaminski
 - RECREATION AND COMMUNITY SERVICES – Roff
 - COMMUNICATIONS AND TECHNOLOGY – Carbone
 - COMMITTEE-OF-THE-WHOLE – Carbone
8. REPORTS AND COMMUNICATIONS FROM THE MAYOR, DIRECTORS OF DEPARTMENTS AND OTHER OFFICERS:
 - MAYOR PERCIAK:
 - FINANCE DEPARTMENT:
 - LAW DEPARTMENT:
9. AUDIENCE PARTICIPATION:

10. ORDINANCES AND RESOLUTIONS:

- Ordinance No. 2023-158 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ISSUE AND APPROVE CHANGE ORDER NOS. 2, 3 AND 4 FOR A NET INCREASE IN THE CONTRACT PRICE IN ACCORDANCE WITH THE PROVISIONS OF THE CONTRACT BETWEEN THE CITY OF STRONGSVILLE AND GILBANE BUILDING COMPANY IN CONNECTION WITH THE STRONGSVILLE TOWN CENTER PROJECT, AND DECLARING AN EMERGENCY.
- Ordinance No. 2023-159 by Mayor Perciak and All Members of Council. AN ORDINANCE AMENDING SECTIONS 1252.15 AND 1252.16 OF TITLE SIX OF PART TWELVE-PLANNING AND ZONING CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE CONCERNING ACCESSORY BUILDINGS AND PROJECTIONS INTO YARDS IN RESIDENTIAL DISTRICTS.
- Ordinance No. 2023-160 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A NINTH AMENDMENT TO THE AGREEMENT FOR PUBLIC SAFETY DISPATCH SERVICES BETWEEN THE CITY OF STRONGSVILLE AND THE CITY OF NORTH ROYALTON, IN CONNECTION WITH AN ADJUSTMENT OF FEES COMMENCING JANUARY 1, 2024, AND DECLARING AN EMERGENCY.
- Ordinance No. 2023-161 by Mayor Perciak and All Members of Council. AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR'S ENTERING INTO A CONTRACT WITH UNIVERSITY HOSPITALS OF CLEVELAND IN CONNECTION WITH A CUYAHOGA COUNTY OVI TASK FORCE GRANT AWARD RECEIVED FROM THE OHIO DEPARTMENT OF PUBLIC SAFETY FOR 2024, AND DECLARING AN EMERGENCY.
- Ordinance No. 2023-162 by Mayor Perciak and All Members of Council. AN ORDINANCE APPROVING AND AUTHORIZING AN AGREEMENT WITH CUYAHOGA COUNTY AND THE CUYAHOGA COUNTY JUVENILE COURT IN CONNECTION WITH A COMMUNITY DIVERSION PROGRAM TO ADDRESS JUVENILE STATUS, MISDEMEANOR AND/OR FELONY OFFENSE COMPLAINTS IN THE CITY OF STRONGSVILLE FOR THE YEAR 2024, AND DECLARING AN EMERGENCY.
- Ordinance No. 2023-163 by Mayor Perciak. AN ORDINANCE MAKING APPROPRIATIONS FOR THE ANNUAL EXPENSES AND OTHER EXPENDITURES OF THE CITY OF STRONGSVILLE, OHIO, FOR THE YEAR 2023 AND REPEALING ORDINANCE NUMBER 2023-139.
- Ordinance No. 2023-164 by Mayor Perciak. AN ORDINANCE MAKING APPROPRIATIONS FOR THE ANNUAL EXPENSES AND OTHER EXPENDITURES OF THE CITY OF STRONGSVILLE, OHIO FOR THE YEAR 2024.
- Ordinance No. 2023-165 by Mayor Perciak and All Members of Council. AN ORDINANCE DECLARING IMPROVEMENTS TO A CERTAIN PARCEL OF REAL PROPERTY TO BE A PUBLIC PURPOSE, DESCRIBING THE PUBLIC IMPROVEMENTS TO BE MADE TO DIRECTLY BENEFIT SUCH PARCEL, REQUIRING THE OWNERS OF THE IMPROVEMENTS ON SUCH PARCEL TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES, ESTABLISHING A CHIEFFALO'S MUNICIPAL PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND FOR THE DEPOSIT OF SUCH SERVICE PAYMENTS PURSUANT TO OHIO REVISED CODE SECTIONS 5709.40, 5709.42 AND 5709.43, AND DECLARING AN EMERGENCY.

- Ordinance No. 2023-166 by Mayor Perciak and All Members of Council. AN ORDINANCE DECLARING IMPROVEMENTS TO A CERTAIN PARCEL OF REAL PROPERTY TO BE A PUBLIC PURPOSE, DESCRIBING THE PUBLIC IMPROVEMENTS TO BE MADE TO DIRECTLY BENEFIT SUCH PARCEL, REQUIRING THE OWNERS OF THE IMPROVEMENTS ON SUCH PARCEL TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES, ESTABLISHING A HERZOG MUNICIPAL PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND FOR THE DEPOSIT OF SUCH SERVICE PAYMENTS PURSUANT TO OHIO REVISED CODE SECTIONS 5709.40, 5709.42 AND 5709.43, AND DECLARING AN EMERGENCY.
- Ordinance No. 2023-167 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A SERVICE AGREEMENT WITH IWORQ SYSTEMS, INC. FOR A WEB-BASED MANAGEMENT SOFTWARE AS A SERVICE APPLICATION FOR USE BY VARIOUS CITY OF STRONGSVILLE DEPARTMENTS, AND DECLARING AN EMERGENCY.
- Resolution No. 2023-168 by Mayor Perciak and All Members of Council. A RESOLUTION ACCEPTING A DONATION OF MONEY FROM THE STRONGSVILLE VFW POST 3345 TO BE USED IN CONNECTION WITH THE STRONGSVILLE TOWN CENTER ENHANCEMENT & WALKABILITY INITIATIVE.

11. COMMUNICATIONS, PETITIONS AND CLAIMS:

*Application for Permit: **NEW – D5B:** To: KHP Strongsville LLC. **DBA: KPOT STRONGSVILLE**, 2 SouthPark Center, Strongsville, Ohio 44136 (Responses must be postmarked no later than 12/04/2023).*

12. MISCELLANEOUS BUSINESS:

13. ADJOURNMENT:

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2023 – 158

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ISSUE AND APPROVE CHANGE ORDER NOS. 2, 3 AND 4 FOR A NET INCREASE IN THE CONTRACT PRICE IN ACCORDANCE WITH THE PROVISIONS OF THE CONTRACT BETWEEN THE CITY OF STRONGSVILLE AND GILBANE BUILDING COMPANY IN CONNECTION WITH THE STRONGSVILLE TOWN CENTER PROJECT, AND DECLARING AN EMERGENCY.

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

WHEREAS, by and through Ordinance No. 2023-137, the City's authorized Owner's Representative for the Project, RFC Contracting, Inc., determined it would be in the best interests of the City to approve Change Order No. 1 to include as part of the Project additional work required for tree clearing for construction, in the amount of \$31,851.00 for an increase in the total Project cost to \$8,933,630.00; and

WHEREAS, at this time, the City's authorized Owner's Representative has now recommended, and the City Engineer has determined, it would be in the best interests of the City to include further changes in the work performed or to be performed on the Project by Gilbane Building Company, generally being additional work required to address existing storm sewers and structures, removal of trees that could not be saved due to revised grading, and an alternate lighting package, which resulted in a cost savings, all as more fully set forth in Exhibits A, B and C, attached hereto and incorporated herein as if fully rewritten, and thereby resulting in a net increase for Change Order Nos. 2, 3 and 4 of \$6,502.00, and a new total Project cost of \$8,940,132.00.

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

Section 1. That the Mayor be and is hereby authorized and directed to issue and approve Change Order Nos. 2, 3 and 4 to the contract in the amount of \$6,502.00, as recommended by the City's Owner's Representative and City Engineer, and reflected in Exhibits A, B and C; and after the issuance and approval of said Change Order Nos. 2, 3 and 4 and compliance with the terms and conditions of the contract, to direct the Director of Finance to make payment to **GILBANE BUILDING COMPANY** in the additional amount of \$6,502.00, thereby increasing the total Project cost to \$8,940,132.00.

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

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2023 – 158
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Section 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

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

 President of Council

Approved: _____
 Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
 Clerk of Council

Ord. No. 2023-158 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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



AIA® Document G701® – 2017

Change Order

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

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

CHANGE ORDER INFORMATION:
Change Order Number: 002
Date: October 25, 2023

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

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

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

THE CONTRACT IS CHANGED AS FOLLOWS:

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

Remove existing storm sewer piping and adjust existing storm structures per RFI 015 and COR 02.

| | |
|--|-----------------|
| The original Contract Sum was | \$ 8,901,779.00 |
| The net change by previously authorized Change Orders | \$ 31,851.00 |
| The Contract Sum prior to this Change Order was | \$ 8,933,630.00 |
| The Contract Sum will be increased by this Change Order in the amount of | \$ 25,442.00 |
| The new Contract Sum including this Change Order will be | \$ 8,959,072.00 |

The Contract Time will be unchanged by Zero (0) days.

The new date of Substantial Completion will be

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

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

Brandstetter Carroll, Inc.

ARCHITECT (Firm name)

CONTRACTOR (Firm name)

OWNER (Firm name)

Nancy K. Nozite

SIGNATURE

SIGNATURE

SIGNATURE

Nancy K. Nozite, principal

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

10/25/2023

DATE

DATE

DATE



AIA® Document G701® – 2017

Change Order

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

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

CHANGE ORDER INFORMATION:
Change Order Number: 003
Date: October 25, 2023

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

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

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

THE CONTRACT IS CHANGED AS FOLLOWS:

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

Additional tree removal per RFI 018 and COR 03.

| | | |
|--|----|---------------------|
| The original Contract Sum was | \$ | <u>8,901,779.00</u> |
| The net change by previously authorized Change Orders | \$ | <u>57,293.00</u> |
| The Contract Sum prior to this Change Order was | \$ | <u>8,959,072.00</u> |
| The Contract Sum will be increased by this Change Order in the amount of | \$ | <u>13,487.00</u> |
| The new Contract Sum including this Change Order will be | \$ | <u>8,972,559.00</u> |

The Contract Time will be unchanged by Zero (0) days.

The new date of Substantial Completion will be

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

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

Brandstetter Carroll, Inc.

ARCHITECT *(Firm name)*

CONTRACTOR *(Firm name)*

OWNER *(Firm name)*

Nancy K. Nozick

SIGNATURE

SIGNATURE

SIGNATURE

Nancy K. Nozick, principal

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

10/25/2023

DATE

DATE

DATE

AIA® Document G701® – 2017

Change Order

| | | |
|--|---|--|
| PROJECT: <i>(Name and address)</i> Strongsville Town Center 18100 Royalton Road Strongsville, OH 44136 | CONTRACT INFORMATION: Contract For: General Construction Date: 07/26/2023 | CHANGE ORDER INFORMATION: Change Order Number: 004 Date: November 13, 2023 |
| OWNER: <i>(Name and address)</i> City of Strongsville 16099 Foltz Parkway Strongsville, OH 44149 | ARCHITECT: <i>(Name and address)</i> Brandstetter Carroll, Inc. 1220 West Sixth Street, Suite 300 Cleveland, OH 44113 | CONTRACTOR: <i>(Name and address)</i> Gilbane Building Company 950 Main Avenue, Suite 1410 Cleveland, OH 44113 |

THE CONTRACT IS CHANGED AS FOLLOWS:

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

Deduct for alternate lighting package (deduct -\$32,427.00).

| | |
|--|-----------------|
| The original Contract Sum was | \$ 8,901,779.00 |
| The net change by previously authorized Change Orders | \$ 70,780.00 |
| The Contract Sum prior to this Change Order was | \$ 8,972,559.00 |
| The Contract Sum will be decreased by this Change Order in the amount of | \$ 32,427.00 |
| The new Contract Sum including this Change Order will be | \$ 8,940,132.00 |

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be

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

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

| | | |
|-----------------------------------|-------------------------------|--------------------------|
| <u>Brandstetter Carroll, Inc.</u> | <u>GILBANE BUILDING Co.</u> | _____ |
| ARCHITECT <i>(Firm name)</i> | CONTRACTOR <i>(Firm name)</i> | OWNER <i>(Firm name)</i> |
| <u>Nancy K. Nozick</u> | <u>Dan Focht</u> | _____ |
| SIGNATURE | SIGNATURE | SIGNATURE |
| <u>Nancy K. Nozick</u> | <u>DAN FOCHT, Proj. Mgr</u> | _____ |
| PRINTED NAME AND TITLE | PRINTED NAME AND TITLE | PRINTED NAME AND TITLE |
| <u>vice president</u> | <u>11-13-2023</u> | _____ |
| DATE | DATE | DATE |

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2023 – 159

By: Mayor Perciak and All Members of Council

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

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

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

**CHAPTER 1252
Residential Districts**

* * *

1252.15 YARDS FOR ACCESSORY BUILDINGS AND USES.

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

| Land Area of Accessory Building Lot (Sq. Ft.) | Accessory Building and Unenclosed Structure Size/Location | | |
|--|--|---|---|
| | Maximum Permitted Accessory Building (Sq. Ft.) | Maximum Permitted Unenclosed Structure (Sq. Ft.) | Minimum Setback From Rear/Side Lot in Feet |
| Less than 34,000 | 492200 | 200400 | 5 |
| Between 34,000 and less than 43,560 | 323400 | 320400 | 5 |
| Between 43,560 and less than 87,120 | 400500 | 400500 | 5 |
| Between 87,120 and less than 130,680 | 480600 | 400500 | 5 |
| Between 130,680 and less than 174,240 | 576700 | 600800 | 10 |
| Between 174,240 and less than 217,800 | 720800 | 600800 | 10 |
| Between 217,800 and less than 261,360 | 800900 | 800 | 10 |
| Between 261,360 and less than 304,920 | 8621,000 | 800 | 10 |

| | | | |
|---------------------------------------|-----------------------|------|----|
| Between 304,920 and less than 348,480 | 9451,100 | 1200 | 15 |
| Between 348,480 and less than 392,040 | 1,0451,200 | 1200 | 15 |
| Between 392,040 and less than 435,600 | 1,1761,300 | 1200 | 15 |
| Equal to or greater than 435,600 | 1,3071,400 | 1200 | 15 |

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

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

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

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

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

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

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

(Ord. 2012-085. Passed 9-17-12.)

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

1252.16 PROJECTIONS INTO YARDS.

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

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

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

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

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

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

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

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

First reading: _____

Referred to Planning Commission

Second reading: _____

Third reading: _____

Approved: _____

Public Hearing: _____

 President of Council

Approved: _____
 Mayor

Date Passed: _____

Date Approved: _____

Yea

Nay

Attest: _____
 Clerk of Council

Carbone
 Clark
 DeMio
 Kaminski
 Kosek
 Roff
 Short

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
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| _____ | _____ |

Ord. No. 2023-159 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2023 – 160

By: Mayor Perciak and All Members of Council

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

WHEREAS, through adoption of Ordinance No. 2014-012 on February 3, 2014, the Strongsville City Council authorized an Agreement with North Royalton for public safety services; and

WHEREAS, through adoption of Ordinance No. 14-14 on February 4, 2014, the North Royalton City Council likewise authorized an Agreement with Strongsville for such public safety services; and

WHEREAS, on February 11, 2014, Strongsville and Royalton entered into an *Agreement for Public Safety Dispatch Services*, in which Strongsville agreed to dispatch Royalton Police Department and Fire Department calls, on a twenty-four (24) hour basis, to authorized personnel of the Royalton Police Department and the Royalton 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, Royalton agreed to certain terms and conditions in connection with payment to Strongsville for Strongsville's provision of such Dispatch Services; and

WHEREAS, thereafter, on September 16, 2014, the parties entered into an *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. 2014-176; and

WHEREAS, additionally, through passage of Ordinance Nos. 2016,023, 2017-044, 2018-025, 2020-009, 2021-029, 2021-144 and 2023-003, 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 ten (10) years of operations and in accordance with provisions of said Agreement, it is now necessary to further amend the provision relating to payment for Dispatch Services; and

WHEREAS, North Royalton has agreed to a Ninth Amendment providing for an increase in fees commencing January 1, 2024.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2023 – 160
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 *Ninth Amendment to Agreement for Public Safety Dispatch Services between the City of Strongsville, Ohio and the City of North Royalton, 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 proposed Ninth 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. 2023-160 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

**NINTH AMENDMENT TO AGREEMENT
FOR PUBLIC SAFETY DISPATCH SERVICES
BETWEEN
THE CITY OF STRONGSVILLE, OHIO AND
THE CITY OF NORTH ROYALTON, OHIO**

THIS NINTH 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 NORTH ROYALTON**, Ohio, hereinafter designated as “Royalton”.

WITNESSETH:

WHEREAS, through adoption of Ordinance No. 2014-012 on February 3, 2014, the Strongsville City Council authorized an Agreement with North Royalton for public safety services; and

WHEREAS, through adoption of Ordinance No. 14-14 on February 4, 2014, the North Royalton City Council likewise authorized an Agreement with Strongsville for such public safety services; and

WHEREAS, on February 11, 2014, Strongsville and Royalton entered into an *Agreement for Public Safety Dispatch Services*, in which Strongsville agreed to dispatch Royalton Police Department and Fire Department calls, on a twenty-four (24) hour basis, to authorized personnel of the Royalton Police Department and the Royalton 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, Royalton agreed to certain terms and conditions in connection with payment to Strongsville for Strongsville’s provision of such Dispatch Services; and

WHEREAS, thereafter on September 16, 2014, the parties entered into an *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. 2014-176; and

WHEREAS, thereafter on February 23, 2016, the parties entered into a *Second Amendment to Agreement* providing for an adjustment to the provision for payment based upon the second year of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2016-023; and

WHEREAS, additionally, thereafter on March 21, 2017, the parties entered into a *Third Amendment to Agreement* providing for an adjustment to the provision for payment based upon three (3) years of operation and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2017-044; and

WHEREAS, additionally, thereafter on March 5, 2018, the parties entered into a *Fourth Amendment to Agreement* providing for an adjustment to the provision for payment based upon four years of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2018-025; and

WHEREAS, for the year 2019, there was no adjustment to the amount paid by North Royalton, from the rate of pay set forth in the Fourth Amendment To Agreement between the parties; and

WHEREAS, however, for the year 2020, the parties entered into a *Fifth Amendment to Agreement* providing for an adjustment to the provision for payment based upon six (6) years of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2020-009; and

WHEREAS, for the year 2021, the parties entered into a *Sixth Amendment to Agreement* providing for an adjustment to the provision for payment based upon seven (7) years of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2021-029; and

WHEREAS, for the year 2022, the parties entered into a *Seventh Amendment to Agreement* providing for an adjustment to the provision for payment based upon eight (8) years of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2021-144; and

WHEREAS, for the year 2023, the parties entered into an *Eighth Amendment to Agreement* providing for an adjustment to the provision for payment based upon nine (9) years of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2023-003; and

WHEREAS, now based upon ten (10) years of operations and in accordance with provisions of said Agreement, it is now necessary to further amend the provision relating to payment for Dispatch Services.

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: Royalton, in consideration of the provision of the Dispatch Services outlined herein, agrees to pay Strongsville the amount of Forty Thousand Dollars (\$40,000.00) per month by the first (1st) of each month for Dispatch Services provided in that month, for a total annual fee of Four Hundred Eighty Thousand Dollars (\$480,000.00) for the first year of operation. For the second year of operation, namely January 1, 2015 through December 31, 2015, Royalton will pay

Strongsville at a reduced rate of Thirty-eight Thousand Dollars (\$38,000.00) per month by the first (1st) of each month for Dispatch Services provided in that month, for a total of Four Hundred Fifty-Six Thousand Dollars (\$456,000.00) for such second year of operation. For the period of operation from January 1, 2016 through February 29, 2016, Royalton will pay Strongsville at the same rate of Thirty-Eight Thousand Dollars (\$38,000.00) per month; and thereafter from March 1, 2016 through December 31, 2016, Royalton will pay Strongsville at an increased rate of Thirty-Nine Thousand Five Hundred Twenty Dollars (\$39,520.00) per month by the first (1st) of each month for Dispatch Services provided in that month, for a total of Four Hundred Seventy-One Thousand Two Hundred Dollars (\$471,200.00) for such third year of operation. For the period of operation from January 1, 2017 through December 31, 2017, Royalton will pay Strongsville at an increased rate of Forty-Two Thousand Fifteen Dollars (\$42,015.00) per month by the first (1st) of each month for Dispatch Services provided in that month, for a total of Five Hundred Four Thousand One Hundred Eighty-Four Dollars (\$504,184.00) for such fourth year of operation. For the period of operation from January 1, 2018 through December 31, 2018, Royalton will pay Strongsville at an increased rate of Forty-Four Thousand Five Hundred Thirty-Six and 25/100 Dollars (\$44,536.25) per month by the first (1st) of each month for Dispatch Services provided in that month, for a total of Five Hundred Thirty-Four Thousand Four Hundred Thirty-Five Dollars (\$534,435.00) for such fifth year of operation. For the period of operation from January 1, 2020 to December 31, 2020, North Royalton will pay Strongsville at an increased rate of pay of Forty-Seven Thousand Two Hundred Eight and 42/100 Dollars (\$47,208.42) per month by the first of each month for Dispatch Services provided in that month, for a total of Five Hundred Sixty-Six Thousand Five Hundred One and 04/100 Dollars (\$566,501.04) for such year of operation. For the period of operation from January 1, 2021 to December 31, 2021, North Royalton will pay Strongsville at an increased rate of pay of Fifty Thousand Forty and 92/100 Dollars (\$50,040.93) per month by the first of each month for Dispatch Services provided in that month, for a total of Six Hundred Thousand Four Hundred Ninety-One and 04/100 Dollars (\$600,491.16) for such year of operation. For the period of operation from January 1, 2022 to December 31, 2022, North Royalton 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 to December 31, 2023, North

Royalton 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 to December 31, 2024, North Royalton 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 Ninth 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 Royalton under the Agreement and all other provisions not specifically amended herein remain unmodified and in full force and effect.

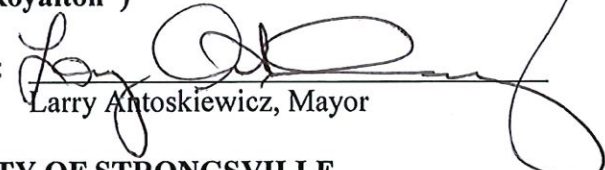
3. This Ninth Amendment to Agreement shall be binding upon Strongsville and Royalton and their respective successors and assigns.

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 NORTH ROYALTON
("Royalton")

By: 
Larry Antoskiewicz, 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. * Please see Below *

11/9/2023
Date

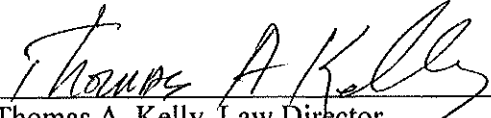

Jenny Esarey, Finance Director
City of North Royalton

4

* This would be part of 2024 Budget. The 2024 Budget has not been approved by City Council. I can certify the General Fund has the monies, but payment will require City Council Authorization of the 2024 Budget. * 

**CERTIFICATE OF LAW DIRECTOR FOR THE
CITY OF NORTH ROYALTON**

I have hereby reviewed and approved the form of the foregoing Amendment to Agreement this 9th day of NOVEMBER, 2023.



Thomas A. Kelly, 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

THE CITY COUNCIL OF NORTH ROYALTON, OHIO

ORDINANCE NO. 23-131

INTRODUCED BY: Mayor Antoskiewicz

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A NINTH AMENDMENT TO THE AGREEMENT FOR PUBLIC SAFETY DISPATCH SERVICES BETWEEN THE CITY OF STRONGSVILLE, OHIO AND THE CITY OF NORTH ROYALTON, OHIO TO AMEND THE PROVISION RELATING TO PAYMENT FOR DISPATCH SERVICES, AND DECLARING AN EMERGENCY

- WHEREAS: Through adoption of Ordinance No. 2014-012 on February 3, 2014, the Strongsville City Council authorized an Agreement with North Royalton for public safety services; and
- WHEREAS: Through adoption of Ordinance No. 14-14 on February 4, 2014, the North Royalton City Council likewise authorized an Agreement with Strongsville for such public safety services; and
- WHEREAS: On February 11, 2014, Strongsville and North Royalton entered into an Agreement for Public Safety Dispatch Services, in which Strongsville agreed to dispatch Royalton Police Department and Fire Department calls, on a twenty-four (24) hour basis, to authorized personnel of the North Royalton Police Department and the North Royalton 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, North Royalton agreed to certain terms and conditions in connection with payment to Strongsville for Strongsville's provision of such Dispatch Services; and
- WHEREAS: Thereafter on September 16, 2014, the parties entered into an 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. 2014-176; and
- WHEREAS: Thereafter on February 23, 2016, the parties entered into a Second Amendment to Agreement providing for an adjustment to the provision for payment based upon the second year of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2016-023; and
- WHEREAS: Additionally, thereafter on March 21, 2017, the parties entered into a Third Amendment to Agreement providing for an adjustment to the provision for payment based upon three (3) years of operation and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2017-044; and
- WHEREAS: Additionally, thereafter on March 5, 2018, the parties entered into a Fourth Amendment to Agreement providing for an adjustment to the provision for payment based upon four years of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2018-025; and
- WHEREAS: For the year 2019, there was no adjustment to the amount paid by North Royalton, from the rate of pay set forth in the Fourth Amendment to Agreement between the parties; and
- WHEREAS: However, for the year 2020, the parties entered into a Fifth Amendment to Agreement providing for an adjustment to the provision for payment based upon six (6) years of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2020-009; and
- WHEREAS: For the year 2021, the parties entered into a Sixth Amendment to Agreement providing for an adjustment to the provision for payment based upon seven (7) years of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2021-029; and
- WHEREAS: For the year 2022, the parties entered into a Seventh Amendment to Agreement providing for an adjustment to the provision for payment based upon eight (8) years of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2021-144; and

I, Director of Legislative Services of the
City of North Royalton, certify that this is a true and
exact copy of the original of said Ordinance/Resolution/
23-131


Director of Legislative Services

WHEREAS: For the year 2023, the parties entered into an Eighth Amendment to Agreement providing for an adjustment to the provision for payment based upon nine (9) years of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2023-003; and

WHEREAS: Now based upon ten (10) years of operations and in accordance with provisions of said Agreement, it is now necessary to further amend the provision relating to payment for Dispatch Services; and

WHEREAS: Council desires to provide for this amendment.

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

Section 1. The Mayor is hereby authorized to approve a Ninth Amendment to the agreement for Public Safety Dispatch Services between the City of Strongsville, Ohio and the City of North Royalton, Ohio pursuant to terms and conditions approved by the Director of Law and substantially similar to a copy of which is attached hereto as Exhibit A and incorporated as if fully rewritten.

Section 2. This Ordinance shall supersede all previously adopted Ordinances in direct conflict herewith.

Section 3. 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. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to amend the provision relating to payment for Dispatch Services.

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: November 8, 2023

DATE APPROVED: November 9, 2023

ATTEST: 

DIRECTOR OF LEGISLATIVE SERVICES

First reading suspended
Second reading suspended
Third reading November 8, 2023

YEAS: Marnecheck, Nickell, Barath, Krejci,
Dietrich, Webber, Wos

NAYS: none

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2023 – 161

By: Mayor Perciak and All Members of Council

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR'S ENTERING INTO A CONTRACT WITH UNIVERSITY HOSPITALS OF CLEVELAND IN CONNECTION WITH A CUYAHOGA COUNTY OVI TASK FORCE GRANT AWARD RECEIVED FROM THE OHIO DEPARTMENT OF PUBLIC SAFETY FOR 2024, AND DECLARING AN EMERGENCY.

WHEREAS, the Federal Highway Safety Act of 1966 directed the National Highway Traffic Safety Administration and Federal Highway Administration of the U.S. Department of Transportation to jointly administer various highway safety activities; and

WHEREAS, federal funds are administered through the Ohio Department of Public Safety (ODPS) to eligible entities for various targeted enforcement activity grant programs; and

WHEREAS, the City has been notified that University Hospitals of Cleveland has again received a Cuyahoga County OVI Task Force grant from the Ohio Department of Public Safety; and

WHEREAS, University Hospitals of Cleveland is desirous of once again engaging the City of Strongsville to provide targeted enforcement activity for 2024 in connection with the aforesaid OVI Task Force grant, in furtherance of the City's participation in the "Click It or Ticket" program.

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

Section 1. That this Council hereby approves and authorizes the Mayor's entering into a Services Agreement with University Hospitals of Cleveland for 2024, a copy of which is attached hereto as Exhibit A; and further authorizes and directs the Mayor and other appropriate officers of the City to do all things necessary in furtherance thereof.

Section 2. That any funds required to meet the City's obligation under this Agreement, if any, have been appropriated in accordance with law 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 immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to approve and authorize this agreement in order to participate in the Cuyahoga County OVI Task Force grant program and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2023 – 161
Page 2

thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
Clerk of Council

Ord. No. 2023-161 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CONTRACT
UNIVERSITY HOSPITALS OF CLEVELAND

SERVICES AGREEMENT

THIS AGREEMENT, entered into on **October 1, 2023**, by and between: UNIVERSITY HOSPITALS OF CLEVELAND, Cleveland, Ohio (hereinafter referred to as the 'UHC') and the city of **Strongsville** and its Police Department (hereinafter referred to as the 'subgrantee'), WITNESSETH:

WHEREAS, the UHC has received the Cuyahoga County OVI Task Force grant **OVI-2024-University Hospitals Clev-00004** from the Ohio Department of Public Safety (ODPS) and is desirous of engaging the contract agency to provide targeted enforcement activity in completion of the aforementioned grant.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SERVICE RENDERED BY SUBGRANTEE

Targeted enforcement by sworn law enforcement officers done at approved problem sites in accordance with all applicable laws and grant terms. Targeted enforcement will be conducted in support of the Cuyahoga County OVI Task Force project goals, which are to decrease the incidence of OVI violations, decrease crashes where alcohol is a contributing factor, increase enforcement of OVI laws, enforce Ohio's occupant protection laws at sobriety checkpoints and saturation patrols with a zero-tolerance policy for non-compliance, participate in state and national mobilizations, use the low manpower OVI checkpoint model to conduct low-cost, highly-effective OVI checkpoints throughout Cuyahoga County and decrease incidence in Cuyahoga County of the following: fatal crashes, alcohol-related fatal crashes, alcohol-related motorcycle crashes. In addition:

- a.) Law Enforcement Reports: In months that the subgrantee conducts grant-related activity, the subgrantee will report traffic enforcement activity on the Cuyahoga County OVI Task Force Report Form and/or OVI Checkpoint Activity Form and financial claim information on the Invoice Form. Monthly activity reports shall be submitted to the UHC by the 10th day of the following month. Reports must be submitted electronically (no paper forms) via e-mail. Reporting must be submitted electronically using the forms provided by the UHC via email or flash drive (subgrantee preference) to the subgrantee representative(s). Justification for sites selected for enforcement activity should be documented and maintained as a part of the subgrantee's file for this Agreement.
- b.) Training Certification: The subgrantee will assure that all enforcement personnel to be involved in approved enforcement-related activity will be certified in the following types(s) of training, as appropriate:
 - Speed-related Traffic Enforcement -- Proper Use of Speed Detection Equipment Training
 - Sobriety Checkpoints/Alcohol-related Traffic Enforcement --SFST Training and Sobriety Checkpoint Training: training in standard procedures and operations associated with staffing and staging low manpower OVI checkpoints and saturation patrols.
- c.) Enforcement Hours Eligibility: Direct labor hours expended in traffic safety enforcement programs must be over and above the normal active pay status workweek as defined in the subgrantee's work rules or contracts. Part-time permanent staff is eligible for funding. Only one officer per patrol car will be funded as part of traffic enforcement grants.
- d.) Safety Belt Policy: Subgrantee must have a policy statement requiring employees to wear safety belts. All personnel working under this contract must wear safety belts. Subgrantee must agree to conduct zero-tolerance enforcement of Ohio's occupant restraint laws.
- e.) Enforcing Safety Belt Laws: Subgrantee will enforce all safety belt and child passenger safety (CPS) laws on all traffic stops made under this grant.
- f.) Pursuit Policy: Subgrantee must have a policy statement regarding the guidelines for making decisions with regard to vehicular pursuit in accordance with NHTSA and IACP recommendations.

EX. A

g.) Fatal Crash Data Review Committee: Subgrantee must provide crash reports in which there was a fatality to the UHC within 30 days of a fatal crash. Subgrantee must agree to participate in the Fatal Crash Review Committee to review fatal crash reports to determine patterns or trends that can aid in developing future traffic safety countermeasures.

h.) Required Activity: All agencies receiving federal funding for overtime enforcement are required to participate in and report by the required deadlines on the "Click It or Ticket" (CIOT) mobilization and the Labor Day Alcohol mobilization. Scheduled dates for the mobilizations are:

Click It or Ticket: 5/20-6/2

Alcohol Mobilization: 8/16-9/2

**These dates are subject to change according to Federal requirements.

II. COMPENSATION AND PAYMENT

Compensation shall be on the basis of direct costs based on actual activity completed, not to exceed **\$20,000.00** for all services performed under this Agreement. To be eligible for reimbursement, subgrantee will complete and submit an invoice detailing name and rank of officer working the overtime activity, date, time and hours worked, overtime rate earned and check/warrant/voucher number of overtime payment. Subgrantee will provide a detail of citations issued and arrests made during overtime activity using a form provided by the UHC. Reimbursement will only be made for actual costs incurred in support of the project. Reimbursement will not be made for activity that is considered supplanting, including: (a.) replacing routine and/or existing expenditures with the use of Federal grant funds and/or (b.) using Federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of the subgrantee. All payments under this Agreement shall be subject to recovery by the ODPS or other Federal or state governmental agencies in the event not deemed not to comply with any applicable requirements.

This agreement is to be funded under the federal grant program that begins **October 1, 2023**. Funding of this Agreement is dependent upon the availability of federal funds as appropriated and obligated by the US Department of Transportation and the Ohio Department of Public Safety for **FFY2024**. Should any change in federal or State of Ohio funding adversely affect the UHC's ability to implement an approved agreement, the UHC reserves the right to revise or terminate any approved contract in writing without liability.

For additional information regarding the termination of an approved FFY2022 agreement, refer to section VIII of this Agreement.

The UHC reserves the right to limit agreement amounts at any time based on performance and/or available funding.

III. DELIVERY OF SERVICES

The subgrantee will complete all work no later than **September 30, 2024**

Performance reports will be required on a monthly as-worked basis. Performance reports shall include brief information on (1) detailed cost/billing information completed on the *Invoice Form*; (2) *Cuyahoga County OVI Task Force Report Form* and/or the *OVI Checkpoint Activity Form*.

The Subgrantee may not secure a patent or copyright in the United States or any other country for any product resulting from this Agreement.

IV. SUBCONTRACTORS

The subgrantee shall not subcontract, in whole or in part, with any other firm, partnership, corporation, or entity to perform the services to be done on this project without prior approval from the UHC.

The Subgrantee warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Subgrantee to solicit or secure this agreement and has not paid or has not agreed to pay any fee, commission, percentage, brokerage fee, gift, or contingent fee in violation hereof.

V. MAINTENANCE OF RECORDS

Subgrantee shall maintain all records pertaining to this contract for a minimum of three (3) years and pursuant to the requirements of the Ohio Department of Public Safety. This Agreement provides the right of any authorized representative of the federal or state

government to audit and inspect any and/or all project-related records at all reasonable normal working hours during the contract period and for a period of three (3) years after the completion of this contract.

Subgrantee shall obtain and retain in force worker's compensation and proof of liability insurance for its employees and autos operated by them for and during their employment. Certification of Insurance will be provided to the UHC before the start of this contract.

VI. ASSURANCE REGARDING PARENT CONTRACT

The provisions of this agreement include all of the conditions and assurances of the parent agreement **OVI-2024-University Hospitals Clev-00004** dated **October 1, 2023** between the Ohio Department of Public Safety and the UHC and the additional subgrantee provisions which are attached hereto as an appendix, and compliance with all applicable laws, all of which are incorporated as if fully set forth herein.

VII. SANCTIONS FOR NON-COMPLIANCE

Should Subgrantee fail to fulfill any of its contractual duties in a timely manner, the UHC shall notify subgrantee in writing as to such deficiencies. Such notification shall be sent by certified mail, return receipt requested. Subgrantee shall have 30 days to resolve such deficiencies, unless otherwise stated by UHC.

If a dispute over the terms of this Agreement arises, such dispute shall be resolved in the manner set out by the policies of the Ohio Department of Public Safety.

VIII. TERMINATION

Either party may terminate **FOR CAUSE** with 30 days prior written notice. Subgrantee understands the nature of work to be conducted under this Agreement and, in view of the time restrictions imposed by the Ohio Department of Public Safety; the work must be completed in a timely manner. Therefore, Subgrantee agrees that if it is the terminating party, it shall provide all necessary information, at no additional cost, to the subsequent party fulfilling the duties set forth in this agreement.

Should this Agreement be terminated with cause by the UHC, said UHC will be financially obligated only for those services rendered prior to the termination of this Agreement. In the event this Agreement is terminated due to lack of governmental funding, UHC shall have no liability of any kind to subgrantee.

XI. DISCLAIMER

This agreement disclaims the Ohio Traffic Safety Office, Ohio Department of Public Safety, UHC, and University Hospitals Health System, and their affiliates, officers, directors and employees (Collectively "UHHS") and the Federal government from liability of any kind, including, but not limited to, Workers' Compensation, FICA, unemployment compensation, or any other obligation or payment of an employer/employee relationship between the Subgrantee and its employees.

This Agreement disclaims the Ohio Traffic Safety Office, the Ohio Department of Public Safety, the Federal Government (e.g., National Highway Traffic Safety Administration, Federal Highway Administration), and UHHS from harm from suits, actions or claims resulting from negligence, acts or omissions by the Subgrantee.

X. ADDITIONAL TERMS

Subgrantee shall comply with all federal, state, county, township and local government statues, laws, regulations, ordinances and resolutions.

During the term of this agreement, the Subgrantee for itself, its assignees, and successors in interest, agrees to comply with the following regulations including any amendments thereto and all other applicable requirements as if fully set forth herein:

- A. Nondiscrimination requirements in federally assisted programs of the U.S. Department of Transportation, Title 49 Code of Federal Regulations.
- B. Minority Business Enterprise and Women's Business Enterprise subcontracting requirements as set forth by Title 49, Code of Federal Regulations.
- C. Rehabilitation Act of 1973 and Title VII of 49 Code of Federal Regulations.

- D. Equal Opportunity requirements set forth by Title 41 Code of Federal Regulations and Executive Order 11246.
- E. Labor Relations requirements set forth in sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by the Department of Labor Regulations (29 CFR, Part 5).
- F. Energy Policy requirements contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

All reports shall include the following statement:

“Funding provided in part or solely by the: National Highway Traffic Safety Administration, Federal Highway Administration, Ohio Department of Public Safety, and Ohio Traffic Safety Office.”

Studies and evaluations should also include the following disclaimer:

“The opinions, findings, and conclusions expressed in this publication are those of the author and not necessarily those of, the National Highway Traffic Safety Administration, Federal Highway Administration, Ohio Department of Public Safety and the Ohio Traffic Safety Office.”

Subgrantee represents and warrants, that its best knowledge and belief, no part of any consideration paid under the Agreement is a prohibited payment for the recommending or arranging for the referral of business or the ordering of items or services; nor are the payments intended to induce illegal referrals of business or other illegal conduct. Subgrantee represents and warrants that Subgrantee and its agents shall comply at all times with all laws applicable to the conduct of the Study (including but not limited to all FDA, Stark, Anti-Kickback and other laws and regulations) and are not and shall not be debarred, excluded, suspended or otherwise determined to be ineligible to participate in any federal or state healthcare program or Federal procurement or nonprocurement program (collectively “Ineligible”). Subgrantee shall immediately notify UHC if Subgrantee becomes Ineligible, in which event UHC may immediately terminate this Agreement. In the event any agent becomes Ineligible, Subgrantee agrees to immediately remove such party from participation in any responsibilities related to this Agreement.

XI. SIGNATURES

Signature

Kumar Mukesh
Director, Grants Management & Strategic Initiatives
UHC Center for Clinical Research

Date: _____

Signature

Name: Thomas P. Perciak
Title: Mayor
Organization: City of Strongsville

Date: _____



Ohio Traffic Safety Office

Provisions for Sub-Grantee

The following are provisions that shall be used by the sub-grantee when entering into an agreement (contract) when funds administered by the Ohio Department of Public Safety (ODPS), Ohio Traffic Safety Office (OTSO) that total \$5,000 or more are used. This provision includes requirements of both the federal and state government.

Note: For clarification purposes the word contractor is the agency, vendor, individual, etc., that the sub-grantee is contracting with for the desired scope of service.

PROVISION 1 Security Agreement Disclaimer

The sub-grantee warrants that he has not employed or retained any company or person other than a bona fide employee working solely for the Consultant to solicit or secure this agreement, and that he has not paid or has not agreed to pay any fee, commission, percentage, brokerage fee, or other considerations contingent upon or resulting from the awarding or making of this agreement.

For breach or violation of this warrant, the State, in conjunction with the sub-grantee, shall have the right to annul this agreement without liability, or in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

Either party may terminate this agreement by giving the other party written advance notice of its election to do so. If the contract is canceled under this provision, the sub-grantee shall reimburse the Contractor for all work completed and in progress to that date. Upon termination and final payment, all design materials, artwork any other items/products developed by the Contractor shall become the property of the sub-grantee.

PROVISION 2 Reporting Requirements

Performance reports will be required to be submitted by the contractor as frequently as required by the sub-grantee. Performance reports shall include brief information on (1) a comparison of actual accomplishments to the objectives established for the period and can include a computation of the cost per unit of output (2) the reasons for slippage if established objectives were not met (3) pertinent information including analysis and explanation of cost overruns or high unit cost.

PROVISION 3 Patent Rights/Copyrights

Neither the Contractor nor any of the Contractor's employees, agents, subcontractors or assigns shall make a disclosure for the purpose of securing a patent or copyright in the United States or any other country for any product resulting from this agreement unless such disclosures approved in writing by the sub-grantee prior to application for the patent/copyright. In the event that such patent/copyright is obtained, the Contractor shall provide the sub-grantee written authorization for the sub-grantee and any other person, agency or instrumentality contributing financial support to the work covered by this agreement to make use of the subject of said patent/copyright disclosure without payment.

PROVISION 4 Audit Practices

The contractor agrees access by the grantee, the sub-grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

PROVISION 5 Equal Employment Opportunity (E.E.O.)

The sub-grantee and contractor must abide by all E.E.O. regulations, including but not limited to, Executive Order 11264 of September 24, 1965 "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations. (41 CFR Chapter 60) and Section 3(a)(2)(C) of the UMT Act of 1934, as amended, which prohibits the use of exclusionary or discriminatory specifications.

PROVISION 6 Certification Regarding Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a Federal, State, or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any Federal, State, or local legislative body. Such activities include both direct and indirect (e.g. "grassroots") lobbying activities, with one exception. This does not preclude an official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, as long as this activity is documented in writing.

PROVISION 7 Labor Relations

The sub-grantee and contractor must comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR, Part 5).

PROVISION 8 Assurances Regarding the Parent Agreement

The provision of this agreement includes all of the terms and conditions and assurances of the parent agreement between the ODPS and the sub-grantee and is attached hereto as an Appendix. (The sub-grantee shall attach the parent agreement.)

PROVISION 9 Record Retention

The sub-grantee and contractor shall retain all required records for three years after grantee or sub-grantees make final payments and all other pending matters are closed.

PROVISION 10 Liability Disclaimer

The parties agree that the ODPS, OTSO, is not the employer of any personnel involved in said contract. The sub-grantee agrees to pay any wages and related tax obligations resulting from employment of personnel in order to perform the terms of this contract.

PROVISION 11 Line of Credit

That the sub-grantee or contractor shall carry a credit line on the cover or first page of any report that reads substantially as follows:

Funding provided in part or solely by the:
National Highway Traffic Safety Administration
Federal Highway Administration
Ohio Department of Public Safety
Ohio Traffic Safety Office

Studies, evaluations, etc., shall also include the following disclaimer.

"The opinions, findings, and conclusions expressed in this publication are those of the author and not necessarily those of, the National Highway Traffic Safety Administration, Federal Highway Administration, Ohio Department of Public Safety and the Ohio Traffic Safety Office."

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2023 – 162

By: Mayor Perciak and All Members of Council

AN ORDINANCE APPROVING AND AUTHORIZING AN AGREEMENT WITH CUYAHOGA COUNTY AND THE CUYAHOGA COUNTY JUVENILE COURT IN CONNECTION WITH A COMMUNITY DIVERSION PROGRAM TO ADDRESS JUVENILE STATUS, MISDEMEANOR AND/OR FELONY OFFENSE COMPLAINTS IN THE CITY OF STRONGSVILLE FOR THE YEAR 2024, AND DECLARING AN EMERGENCY.

WHEREAS, Ohio Revised Code Chapter 2151 and the Rules of Juvenile Procedure provide general authority for the Cuyahoga County Juvenile Court to establish legal mechanisms to divert complaints before they are filed for formal court action, while protecting the constitutional due process rights of accused juveniles; and

WHEREAS, Ohio Revised Code Section 2152.73 also specifically permits the Cuyahoga County Juvenile Court to participate with other public agencies in programs which have as their objective the prevention and control of juvenile delinquency; and

WHEREAS, the Cuyahoga County Juvenile Court has developed a Community Diversion Program for status, misdemeanor and/or felony offense complaints, in order to divert youths who are juvenile offenders involving status, misdemeanor and/or felony offense complaints from formal court action and to utilize community resources to ameliorate such situations; and

WHEREAS, the Cuyahoga County Juvenile Court developed and implemented such Community Diversion Program to hear status, misdemeanor and/or felony offense complaints against juveniles in the City of Strongsville or for offenses that are committed elsewhere by Strongsville residents; and

WHEREAS, since approximately 2002, this Council, through prior Ordinances, has previously authorized agreements with the Cuyahoga County Juvenile Court for such purpose and to implement such a program; and

WHEREAS, this Council, therefore, desires to once again enter into an agreement with Cuyahoga County and the Cuyahoga County Juvenile Court, for the term of January 1, 2024 through December 31, 2024, to assist the City in addressing juvenile status, misdemeanor and/or felony offense complaints, and to request financial assistance thereunder.

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 to enter into an Agreement with **CUYAHOGA COUNTY** and the **CUYAHOGA COUNTY JUVENILE COURT** to assist the City in addressing juvenile status, misdemeanor and/or felony offense complaints and to request financial assistance in connection with a Community Diversion Program established by the Cuyahoga County Juvenile Court, for the term of January 1, 2024 through December 31, 2024, a copy of which is attached hereto as Exhibit A and incorporated herein by reference, which is in all respects hereby approved.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2023 – 162
Page 2

Section 2. That funds received from the Cuyahoga County Juvenile Court in connection with the Community Diversion Program shall be placed into the Community Diversion Fund; and any local funds necessary to carry out the Community Diversion Program shall be paid from such fund, known as Special Revenue Fund No. 222.

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

Section 4. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to continue to participate with the Cuyahoga County Juvenile Court in the Community Diversion Program to assist the City in dealing with juvenile status, misdemeanor and/or felony offense complaints, 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. 2023-162 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

**CUYAHOGA COUNTY
COURT OF COMMON PLEAS, JUVENILE DIVISION
COMMUNITY DIVERSION PROGRAM
CITY OF STRONGSVILLE**

THIS CONTRACT is entered into by and between the County of Cuyahoga, Ohio (hereinafter called the "COUNTY"), the Cuyahoga County Court of Common Pleas, Juvenile Division (hereinafter called the "COURT") and the City of Strongsville, a government entity with principal offices located at 16099 Foltz Parkway Strongsville, Ohio 44149 (hereinafter called the "VENDOR").

WITNESSETH THAT:

WHEREAS, the COURT desires to engage the VENDOR's services to develop and implement the Community Diversion Program (hereinafter called the "CDP"), or utilize another COURT-approved CDP, to hear status, misdemeanor, and/or felony offense complaints that occur in the City of Strongsville or are committed elsewhere by Strongsville residents and the VENDOR can provide these services from January 1, 2024 to December 31, 2024.

NOW THEREFORE, the parties hereto do mutually agree as follows:

- I. TARGET POPULATION – The youth referred to the program shall be ages ten (10) to seventeen (17) and residents of Cuyahoga County referred by the COURT's Early Intervention and Diversion Center staff (hereinafter called the "YOUTH"). Occasionally, youth eighteen (18) years old and/or residents outside of Cuyahoga County but still subject to the jurisdiction of the COURT may also be referred.

- II. DESCRIPTION OF SERVICES – The CDP shall implement effective diversion services with a focus on rehabilitation and accountability versus deterrence-based sanctions. Effective diversion services are responsive to preserving protective and prosocial factors for YOUTH.
 - A. Diversion techniques that have been proven through research to be ineffective or harmful to adolescent development including, but not limited to, "scared straight," boot camps, prison or morgue site visits, or other intimidation or punitive techniques are *not permitted* types of programming.

 - B. Permitted types of programming include, but are not limited to, online diversion programs under the supervision of the CDP, skills building groups, Restorative Justice programs, truancy prevention/intervention programs, community service, meetings with YOUTH/family, family group conferences, mentoring, face to face follow-ups, referrals to behavioral health services, and phone call check ins with YOUTH, family, and/or community providers.

- C. The CDP may, but is not required to, engage the services of a volunteer attorney, licensed to practice law in the State of Ohio and pre-approved by the COURT, to assist in facilitating the program. The attorney may not conduct hearings, meetings, or proceedings designed or appearing to simulate official court proceedings. Use of the title "Magistrate" or "Volunteer Magistrate" is **not permitted** pursuant to Sup. R. 19 and Juv. R. 40. Issuance of documents similar in appearance to or simulating official court documents (e.g., use of the phrases Notice of Hearing, Journal Entry, Dispositional Entry, etc.) are **not permitted**.

III. **BUDGET** – Funding for this AGREEMENT is contingent upon the availability of funds and shall not exceed a newly allocated amount of **\$13,500.00** and any carryover from previous contract terms for the term of the AGREEMENT. Funding allocation is based upon internal COURT reports of percentage of overall YOUTH served by each CDP in the previous three (3) consecutive calendar years. All funds disbursed to the VENDOR from the COURT shall be monitored by the COURT via monthly invoices submitted to the COURT's Fiscal Department. Upon depletion of any carryover funds, the VENDOR shall receive a **\$300.00 stipend per YOUTH served** upon successful engagement of the YOUTH. Successful engagement is defined as at least one meeting face to face or via video conference with the YOUTH. Failure to provide adequate or substantial verification of receipt and expenditure of funds shall result in the COURT discontinuing funding.

- A. VENDORS who maintain a balance of monies from prior contracts with the COURT (as calculated by the COURT pursuant to the COURT's audit practices) shall utilize all carryover monies prior to requesting payment of new funds. New funds will not be issued by the COURT until all carryover monies are exhausted and accounted for via the monthly invoice process by utilizing the same \$300.00 stipend per YOUTH served upon successfully engaging the YOUTH and family as defined in Section III above and/or for pre-approved programming improvement activities as defined in Section VI(C) below.
- B. VENDORS that charge fees to participants may not reject a YOUTH's participation in the program merely based upon inability to pay. Any fee charged may not exceed the VENDOR's actual cost of the program.
- C. VENDORS shall invoice the COURT for all programmatic activities, whether for new funding or for credit of spending carryover monies.
- D. YOUTH that were not successfully engaged are not eligible for a stipend.
- E. If a YOUTH receives an additional case referral while services are currently being provided through the CDP, the VENDOR is not eligible for an additional stipend. However, YOUTH that receive a new case referral after prior services were completed are eligible to invoice the COURT for a new stipend.

- IV. PROGRAM RECORDS – VENDOR is subject to verification of funding by the COURT and shall maintain accurate internal records of the following:
- A. Name and case number of each YOUTH served;
 - B. Date of first contact;
 - C. Contact type (e.g., face to face, phone call, letter/mail notification, etc.);
 - D. Specific diversion service(s) provided; and
 - E. Total number of hours spent with diversion service(s).
- V. MONITORING AND QUALITY ASSURANCE SITE VISITS – VENDOR shall assist the COURT in collecting relevant data regarding success and failure rates, utilization of various program services, the number of YOUTH served each month, the specific service each YOUTH received each month, as well as fiscal monitoring to ensure the CDP delivered services according to Section II(B).
- A. 2025 Unit Rates Audit – The COURT will be conducting programming and fiscal audits in 2023 and 2024 to evaluate quality of services and procedural aspects of the program for efficiency, including data on the YOUTH participants and on the types of services received to determine if the VENDOR performed the expected deliverables. The audit will be scheduled in advance and in collaboration with the VENDOR. Future contract reimbursement rates, including the 2025 unit rate, will be based on the quality of services provided in programming.
- VI. INVOICING – The VENDOR shall submit monthly invoices to the COURT’s Fiscal Department. VENDOR shall utilize the attached invoice sheet. Failure to do so by the tenth (10th) of each month for the previous month’s services may result in non-payment by the COURT and potential termination of this AGREEMENT.
- A. All invoices shall include the VENDOR’s name, program name, address, phone, invoice number, federal tax ID number, VENDOR number, and month of services. All invoices must be signed and dated for verification by the VENDOR.
 - B. Additional or corrected invoicing for services beyond the previous month must be requested separately in writing and describing the reasons for the additional billing along with specific supporting documentation to substantiate the requested claim.
 - C. Requests for credit towards carryover dollars for expenses related to improving programming (e.g., training specific to diversion best practices, trauma training, adolescent development training, training for effective practices in working with youth and families, and other programming needs to facilitate effective diversion) may be submitted to the COURT’s Programmatic Contact below for pre-approval. If approved, such expenses may then be included in the next month’s invoice for utilization of carryover dollars.

- D. Under no circumstances will the COURT accept or process any initial invoice received after the end of the second month following the end of the month in which services were completed. For example, if services were completed in January, then the two-month period expires on March 31.
- E. The COURT shall review invoices for completeness before making payment. The invoices submitted are subject to adjustment for computational or processing errors, incorrect rates, and/or non-covered services, and subject to audit by the COURT. Incomplete invoices shall be returned for correction. Please submit invoices via email to:

JJCBilling@cuyahogacounty.us

VII. PERFORMANCE OBJECTIVES

- A. 80% of YOUTH served during the AGREEMENT period will successfully complete the program without referral to the COURT for official COURT processing.
- B. 80% of YOUTH referred will be engaged in and complete services with no new charges.
- C. 90% of YOUTH engaged in services will complete services within a targeted timeframe of ninety (90) calendar days.
- D. 100% of services provided will align with best diversion practices as described in Section II(B) above.

VIII. PERFORMANCE INDICATORS

- A. Number of YOUTH successfully terminated from the program divided by the number of YOUTH referred to the program during the contract period.
- B. Number of YOUTH engaged divided by number of YOUTH referred and completed services with no new charges.
- C. Number of YOUTH completing services within ninety (90) calendar days divided by number of YOUTH engaged in services.
- D. Number of types of services provided divided by number of services provided that align with best practices as described in Section II(B) above.

IX. OPERATIONAL DETAILS

- A. Service Site: All services are provided at various locations throughout the COUNTY.

B. Contact Person:

VENDOR
PROGRAMMATIC CONTACT
Marie McManus
16099 Foltz Parkway
Strongsville, Ohio 44149
(440) 580-3257
marie.mcmanus@strongsville.org

COURT
PROGRAMMATIC CONTACT
Bridget Gibbons
Deputy Court Administrator
9300 Quincy Ave
Cleveland, Ohio 44106
(216) 443-5938
BGibbons@cuyahogacounty.us

FISCAL CONTACT
LaTerra Brown
Business Manager
9300 Quincy Ave
Cleveland, Ohio 44106
(216) 698-4346
LMBrown@cuyahogacounty.us

- X. RETENTION OF ACCOUNTING AND REPORTING PROCEDURES – The VENDOR shall maintain and preserve all fiscal and programmatic records, books, documents, and papers that pertain to the performance of this AGREEMENT. VENDOR shall maintain a ledger that specifies funds received from the COURT for this AGREEMENT. All other funds must be accounted for separately from the funds for the operational services for the CDP. Such records shall be subject to inspection, review, and audit by COURT personnel. The VENDOR shall maintain the aforementioned records for at least five (5) years following the termination of this AGREEMENT or a longer period, as may be required by the applicable records retention schedule.
- XI. PROFESSIONALLY WRITTEN RECORDS – All correspondence and reports to the COURT shall be computer-generated and shall appear professional, with the VENDOR’S name, address, and contact information included.
- XII. ON SITE VISITS – The COURT shall be allowed to access, review, and discuss activities and records and shall be allowed to interview individual youth, family, and/or VENDOR’S staff that are served or paid in whole or in part under this AGREEMENT.
- XIII. BUILDING CODES-SAFETY ORDINANCES – If applicable, all buildings, offices and facilities utilized by the program where the YOUTH shall be present shall conform to and abide by all Federal, State, County, and City building codes and safety ordinances. Documentation of such shall be presented to the COURT upon request.

XIV. INSURANCE

**CUYAHOGA COUNTY
JVC-0332 Insurance Requirements**

The Contractor shall procure, maintain and pay premiums for the insurance coverage and limits of liability indicated below with respect to products, services, work and/or operations performed in connection with this Contract.

(a) **Worker's Compensation Insurance** as statutorily required by the State of Ohio.

For Contractors with employees working outside of Ohio, Worker's Compensation Insurance as required by the various state and Federal laws as applicable including Employers' Liability coverage.

(b) **Commercial General Liability Insurance** with limits of liability not less than:

\$1,000,000 each occurrence bodily injury & property damage;
\$1,000,000 personal & advertising injury;
\$1,000,000 general aggregate;
\$1,000,000 products/completed operations aggregate.

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

This policy must include, or not specifically exclude, coverage for Sexual Abuse and Molestation in the same amount. This must be explicitly noted on the Certificate of Insurance.

(c) **Business Automobile Liability Insurance** covering all owned, non-owned, hired, and leased vehicles. Such insurance shall provide a limit of not less than \$1,000,000 combined single limit (bodily injury & property damage) each accident;

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

2. **Additional Insurance Coverage**

(a) **Professional Liability Insurance/Errors & Omissions Liability Insurance** providing coverage for claims arising out of the provision of design, architectural, engineering, consultants, counselors, medical professionals, legal and/or other professional services with a limit of liability not less than:

\$1,000,000 per claim;
\$2,000,000 aggregate.

Insurance Coverage Terms and Conditions

1. The insurance policies of the Contractor required for this Contract, shall:
 - (i) Name the "County of Cuyahoga, Ohio and its employees" as an Additional Insured. This does not apply to Workers Compensation, All Risk Equipment Insurance, Professional Liability/Errors & Omissions Insurance and Technology Professional/Errors & Omissions Insurance.
 - (ii) Contain a waiver of subrogation provision wherein the insurer(s) waives all rights of recovery against the County.
 - (iii) Be primary and not in excess or contingent on any other basis;
 - (iv) The Certificates of Insurance evidencing these coverages shall contain the following additional insured and waiver of subrogation language where applicable:
 - (A) "Cuyahoga County and its employees are additional insureds for purposes of commercial general liability and automobile liability"; and/or
 - (B) "Waiver of subrogation in favor of the County."
2. The insurance required for this Contract shall be provided by insurance carrier(s) licensed to transact business and write insurance in the state(s) where operations are performed and shall carry a minimum A.M. Best's rating of A-VII or above.
3. The terms of this Contract shall be controlling and shall not be limited by any insurance policy provision.
4. These insurance provisions shall not affect or limit the liability of the Contractor stated elsewhere in this Contract or as provided by law.
5. The Contractor shall require any and all of its subcontractors to procure, maintain, and pay premiums for the insurance coverages and limits of liability outlined above with respect to products, services, work and/or operations performed in connection with this Contract.
6. The County reserves the right to require insurance coverages in various amounts or to modify or waive insurance requirements on a case-by-case basis whenever it is determined to be in the best interest of the County.
7. If the Bid/Proposal/RFQ specifies the need for higher limits of liability for any applicable insurance provision, the Bid/Proposal/RFQ specifications shall govern.
8. Where coverages are made on a claims-made basis the claims-made retroactive date on the policy shall be prior to the commencement of professional activity related to this Contract.
9. The Contractor shall furnish a Worker's Compensation Certificate and Certificate of Insurance evidencing the insurance coverages required herein are in full force and effect. Acceptance of a non-conforming certificate of insurance by the County shall not constitute a waiver of any rights of the parties under this Contract.

- XV. ANTI-DISCRIMINATION – The COUNTY will follow its policies of non-discrimination. VENDOR hereby agrees that in all matters pertaining to the employment of labor, skilled or unskilled, in the performance of this AGREEMENT, the VENDOR shall at all times conduct its business in a manner that assures there shall be no discrimination exercised against any person because of race, color, national origin, religion, age, handicap, veteran status, or any factor as specified in the Civil Rights Act of 1964 and subsequent amendments. It is further agreed that the VENDOR shall fully comply with all appropriate Federal and State laws regarding such regulations including the Americans with Disabilities Act.
- XVI. ASSIGNABILITY – None of the work or services covered by this AGREEMENT shall be subcontracted without the prior written approval of the COURT.
- XVII. RELIGIOUS AFFILIATIONS – Religious programs/programming if offered shall be voluntary and non-denominational. Non-participation by YOUTH shall not result in any penalty.
- XVIII. CONFIDENTIALITY – The parties will comply with all laws regarding confidentiality including, but not limited to, R.C. 2151.421, R.C. 5153.17 and, as applicable, R.C. 5101.131. In addition, products of mediation, mediators' notes, mediation records, and mediation communications are confidential and subject to the restrictions set forth in R.C. 2317.02, R.C. 2317.023, and R.C. 3109.052. Authorized COURT representatives shall be allowed reasonable access to VENDOR'S records for review of activities that pertain to the performance of this AGREEMENT, and to interview individual participants served and/or VENDOR staff paid under this AGREEMENT only after permission is obtained from the affected mediation participants and suitable written assurances of confidentiality are given to the VENDOR. This does not authorize a jurist, public defender, prosecutor, COURT employee, or State of Ohio employee to obtain information about a specific mediation in contravention of the specified statutes. The VENDOR shall comply with the provisions of the Privacy Act of 1974 and instruct its employees to use the same degree of care as it uses with its own data to keep confidential information concerning client data, the business of the COURT, its financial affairs, its relations with its citizens and its employees, as well as any other information which may be specifically classified as confidential by the COURT. Client related information is highly confidential. All Federal and State regulations and statutes related to confidentiality shall be applicable to the VENDOR and it shall have an appropriate contract with its employees to that effect.
- XIX. LICENSURE – The VENDOR shall have the appropriate license(s) or certification(s) necessary to provide the services of this AGREEMENT. The VENDOR shall also immediately notify the COURT of any change in licensure status affected by the certifying authority.
- XX. AMENDMENT – This AGREEMENT constitutes the entire agreement of the parties in the subject matter hereof and may not be changed, modified, discharged, or extended

except by written agreement executed by the COURT and the VENDOR. The VENDOR agrees that no representation or warranties shall be binding upon the COURT unless expressed in writing herein or in a duly executed amendment hereof.

- XXI. TERMINATION – This AGREEMENT may be terminated by the COURT or the VENDOR upon thirty (30) days prior written notice to the other party. Termination pursuant to this paragraph shall not affect the COURT'S obligation to pay the VENDOR pursuant to the Budget Section of this AGREEMENT for services performed and expenses incurred prior to termination.
- XXII. BREACH OF AGREEMENT REMEDIES – Upon breach or default of any of the provisions, obligations or duties embodied in this AGREEMENT, the parties may exercise any administrative, contractual, equitable, or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and the parties retain the right to exercise all remedies hereinabove mentioned. If the VENDOR fails to perform an obligation or obligations under this AGREEMENT and thereafter such failure(s) is (are) waived by the COURT, such waiver is limited to the particular failure(s) so waived and shall not be deemed to waive other failures hereunder. Waiver by the COURT is not effective unless it is in writing and signed by the COURT.
- XXIII. SERVICE CONTINUITY – In the event that the funding for the CDP is not renewed, the VENDOR shall develop a plan for cases still receiving services at the end of the AGREEMENT period and submit said plan to the COURT.
- XXIV. ETHICS REQUIREMENTS – The VENDOR shall comply with all COUNTY ethics as well as all requirements within the provisions set forth in the State of Ohio, Office of the Governor, Executive Order 2007-01S, which establishes new ethics requirements.
- XXV. FINDINGS FOR RECOVERY – The VENDOR represents and warrants that it is not subject to an “unresolved” finding for recovery under R.C. 9.24.
- XXVI. CRIMINAL RECORDS CHECK – The VENDOR shall comply with the provisions as specified in R.C. 109.572 regarding criminal records checks for prospective employees and volunteers. The COURT shall receive upon request verification of police checks, reference checks, and confirmation of educational requirements for all employees and volunteers of the VENDOR assigned to this program.
- XXVII. PUBLIC RECORDS – All parties hereto acknowledge that the COUNTY is a political subdivision in the State of Ohio and the COURT are subject to the Ohio Revised Code, Rules of Superintendence, and other laws related to the keeping and access to Public Records, including any and all applicable Sunshine Laws, open meeting requirements, and retention schedules effecting any and all manner of communication with the COUNTY and COURT and any and all documents in any format or media.

XXVIII. GOVERNING LAW AND JURISDICTION – This AGREEMENT shall be governed by and construed under the laws of the State of Ohio without regard to conflicts of law provisions. The parties agree that the state and federal courts sitting in Ohio will have exclusive jurisdiction over any claim arising out of this AGREEMENT, and each party consents to the exclusive jurisdiction of such courts. The VENDOR hereby agrees not to challenge any provision in this AGREEMENT, including this Governing Law and Jurisdiction provision, and not to attempt to remove any legal action outside of Cuyahoga County for any reason.

XXIX. This AGREEMENT has been properly authorized pursuant to the required provisions of any and all charter provisions, ordinances, resolutions, and regulations of COUNTY and the VENDOR. The individuals signing on behalf of the parties to this AGREEMENT are authorized to execute this AGREEMENT on behalf of the COURT and the COUNTY and the VENDOR.

XXX. ELECTRONIC SIGNATURES – By entering into this AGREEMENT, the VENDOR agrees on behalf of the contracting business entity, its officers, employees, subcontractors, subgrantees, agents, or assigns, to conduct this transaction by electronic means by agreeing that all documents requiring COUNTY signatures may be executed by electronic means and that the electronic signatures affixed by the COUNTY to said documents shall have the same legal effect as if the signature was manually affixed to a paper version of the document. The VENDOR also agrees on behalf of the aforementioned entities and persons to be bound by the provisions of R.C. ch. 304 and 1306 as they pertain to electronic transactions, and to comply with the electronic signature policy of Cuyahoga County.

IN WITNESS WHEREOF, the COUNTY, the COURT, and the VENDOR have executed this AGREEMENT as of the date first above written.

Cuyahoga County Juvenile Court

By: _____
Timothy McDevitt, Court Administrator

Cuyahoga County, Ohio

By: _____
Chris Ronayne, County Executive
or designee pursuant to Executive Orders
No. EO2023-0003, dated July 6, 2023

City of Strongsville, Ohio

By: _____
Name: Thomas P. Perciak
Title: Mayor



Debarment/Suspension Verification
(Required Document for Award Recommendations/Purchases/Contracts)

Cuyahoga County Department Field Buyer/Requestor to complete this form and upload into the Procurement software system.

| | |
|--|---|
| Company Name (Legal name of the Business/Entity): | City of Strongsville, Ohio |
| Company Principal Owner/Contact's Name (Please print clearly) | N/A – Ohio Municipal Corporation |
| Principal Owner/Contact's Title: | Thomas P. Perciak, Mayor |
| Business Address: | 16099 Foltz Parkway, Strongsville, OH 44149 |
| Phone Number: | (440)580-3145 |

CUYAHOGA COUNTY STAFF:

I certify that I have checked the Cuyahoga County Inspector General Debarment and Suspension lists on the Internet (<https://inspectorgeneral.cuyahogacounty.us/>) and they did not contain the above detailed vendor and/or principal owner.

Check box below if applicable:

***For Federally funded and Grant funded items only:** *I have also checked the Federal Debarment/Suspension list at URL: <https://sam.gov/search> and they did not contain the above detailed vendor and/or principal owner. To search exclusion information it is not necessary to log-in. 1. Select SEARCH from the menu. 2. In the filters, under "Select Domain," Select "Exclusions." 3. The page will refresh with exclusions content and the filters will change to reflect the options available in this domain. 4. Select any category you want to filter your results. Note: Using the search bar at the top of the page will create a new search and remove any existing filters from your results.*

If they are listed as an "Exclusions" – they are suspended or debarred and must not be utilized. If they are listed as an "Entity," they are OK to access.

(Form is to be dated within 60 days from the Department approval in the Procurement software system for the current purchase.)

Field Buyer Signature: _____

Date: _____

Printed Name: _____

Name of Cuyahoga County employee completing this form (if different from above): _____

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2023 - 163
BY: MAYOR THOMAS P. PERCIAK

AN ORDINANCE MAKING APPROPRIATIONS FOR THE ANNUAL EXPENSES AND OTHER
EXPENDITURES OF THE CITY OF STRONGSVILLE, OHIO, FOR THE YEAR 2023 AND REPEALING ORDINANCE
NUMBER 2023 - 139

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

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

| <u>General Fund - 101</u> | | | | | |
|---------------------------|--------------------|---------------------|-----------------|-------------------------|------------------|
| Fund # | Fund Activity | Personal Service | Other | Transfers & Advances | Total |
| 101 | Total General Fund | \$ 21,318,741.00 | \$ 9,505,527.00 | \$ 18,703,700.00 | \$ 49,527,968.00 |

| <u>Special Revenue Funds - 200</u> | | | | | |
|------------------------------------|-----------------------------------|---------------------|------------------|-------------------------|------------------|
| Fund # | Fund Activity | Personal Service | Other | Transfers & Advances | Total |
| 203 | Police Pension | \$ 1,512,761.00 | \$ - | \$ - | \$ 1,512,761.00 |
| 204 | Street Construction & Maintenance | 5,451,540.00 | 6,977,710.00 | - | 12,429,250.00 |
| 205 | State Highway Maintenance | - | 72,200.00 | - | 72,200.00 |
| 206 | Motor Vehicle License Tax | - | 390,000.00 | - | 390,000.00 |
| 207 | Emergency Vehicle Fund | - | 2,188,977.00 | - | 2,188,977.00 |
| 208 | Fire Levy | 9,627,000.00 | 1,138,350.00 | - | 10,765,350.00 |
| 209 | Fire Pension | 1,813,000.00 | - | - | 1,813,000.00 |
| 211 | Clerk of Court | - | 40,000.00 | - | 40,000.00 |
| 212 | Drainage Levy | - | 1,558,000.00 | - | 1,558,000.00 |
| 213 | Local Fiscal Recovery | 952,750.00 | 16,000.00 | 500,000.00 | 1,468,750.00 |
| 214 | Multi-Purpose Complex | 3,170,750.00 | 2,404,735.00 | - | 5,575,485.00 |
| 215 | Southwest General Hospital | - | 375,429.00 | - | 375,429.00 |
| 216 | Law Enforcement Federal Seizures | - | 60,000.00 | - | 60,000.00 |
| 217 | Law Enforcement State Seizures | - | 20,000.00 | - | 20,000.00 |
| 218 | Law Enforcement Drug Fine | - | 10,000.00 | - | 10,000.00 |
| 219 | Law Enforcement DWI/DUI | - | 20,000.00 | - | 20,000.00 |
| 220 | Tree Fund | - | 126,300.00 | - | 126,300.00 |
| 222 | Community Diversion | 4,000.00 | 4,000.00 | - | 8,000.00 |
| 223 | Bond Escrow | - | 855,000.00 | - | 855,000.00 |
| 224 | Earned Benefits | 510,500.00 | - | - | 510,500.00 |
| 225 | One Ohio Settlement Fund | - | 20,000.00 | 2,820.00 | 22,820.00 |
| 200 | Total Special Revenue Funds | \$ 23,042,301.00 | \$ 16,276,701.00 | \$ 502,820.00 | \$ 39,821,822.00 |

| <u>Debt Service Funds - 300</u> | | | | | |
|---------------------------------|--------------------------|---------------------|-----------------|-------------------------|-----------------|
| Fund # | Fund Activity | Personal Service | Other | Transfers & Advances | Total |
| 331 | General Bond Retirement | \$ - | \$ 6,441,450.00 | \$ - | \$ 6,441,450.00 |
| 333 | Pearl Road TIF # 1 | - | 585,000.00 | - | 585,000.00 |
| 334 | Royalton Road TIF | - | 177,888.00 | - | 177,888.00 |
| 335 | Pearl Road TIF # 2 | - | 179,003.00 | - | 179,003.00 |
| 336 | Pearl Road TIF # 3 | - | 41,150.00 | - | 41,150.00 |
| 337 | Westwood Commons TIF | - | 37,800.00 | - | 37,800.00 |
| 338 | Giant Eagle TIF | - | 118,306.00 | - | 118,306.00 |
| 339 | GETGO TIF | - | 24,690.00 | - | 24,690.00 |
| 340 | Clover Senior TIF | - | 140,939.00 | - | 140,939.00 |
| 341 | Pearl Road TIF # 4 | - | 298,338.00 | - | 298,338.00 |
| 342 | Cane's/Chase TIF | - | 17,489.00 | - | 17,489.00 |
| 343 | Brighton Best TIF | - | 3,086.00 | - | 3,086.00 |
| 344 | Pearl North TIF | - | 30,863.00 | - | 30,863.00 |
| 346 | Camden Woods TIF | - | 9,000.00 | - | 9,000.00 |
| 300 | Total Debt Service Funds | \$ - | \$ 8,105,002.00 | \$ - | \$ 8,105,002.00 |

Capital Improvement Capital Project Funds - 400

| Fund # | Fund Activity | Personal Service | Other | Transfers & Advances | Total |
|------------|------------------------------------|------------------|-------------------------|----------------------|-------------------------|
| 441 | Recreation Capital Improvement | \$ - | \$ 361,503.00 | \$ - | \$ 361,503.00 |
| 442 | General Capital Improvement | - | 22,991,573.00 | - | 22,991,573.00 |
| 447 | TIF Capital Improvements | - | 336,200.00 | - | 336,200.00 |
| 448 | Town Center Improvement Fund | - | 9,767,000.00 | - | 9,767,000.00 |
| 400 | Total Capital Project Funds | \$ - | \$ 33,456,276.00 | \$ - | \$ 33,456,276.00 |

Enterprise Funds - 500

| Fund # | Fund Activity | Personal Service | Other | Transfers & Advances | Total |
|--------|----------------|------------------|------------------|----------------------|------------------|
| 551 | Sanitary Sewer | \$ 2,077,750.00 | \$ 15,398,700.00 | \$ - | \$ 17,476,450.00 |

Internal Service Fund - 600

| Fund # | Fund Activity | Personal Service | Other | Transfers & Advances | Total |
|------------|-------------------------------------|------------------|------------------------|----------------------|------------------------|
| 661 | Health Insurance Reserve | \$ - | \$ 7,102,400.00 | \$ - | \$ 7,102,400.00 |
| 664 | Worker's Compensation Reserve | - | 518,000.00 | - | 518,000.00 |
| 600 | Total Internal Service Funds | \$ - | \$ 7,620,400.00 | \$ - | \$ 7,620,400.00 |

Grand Total All Funds \$ 46,438,792.00 \$ 90,362,606.00 \$ 19,206,520.00 \$ 156,007,918.00

Itemized list of Transfers and Advances by Fund

| Description | Amount |
|---|-------------------------|
| General Fund to Street Construction Fund | \$ 4,000,000.00 |
| General Fund to Fire Levy Fund | 5,000,000.00 |
| General Fund to Multi-Complex Fund | 2,600,000.00 |
| General Fund to Police Pension Fund | 950,000.00 |
| General Fund to Fire Pension Fund | 1,000,000.00 |
| Total Transfers | \$ 13,550,000.00 |
| | |
| General Fund to Town Center Improvement Fund | \$ 5,153,700.00 |
| Local Fiscal Recovery Fund Advance to General Fund | 500,000.00 |
| General Fund to Camden Woods TIF Fund | 9,000.00 |
| Ohio Opioid Settlement Fund Advance to the General Fund | 2,820.00 |
| Total Advance and Advance Repayments | \$ 5,665,520.00 |
| Total Transfers, Advances and Advance Repayments | \$ 19,215,520.00 |

Section 2: That all expenditures within the fiscal year ending December 31, 2023 shall be made in accordance with the code accounts set forth above, and shall be made within the appropriations herein provided.

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

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

President of Council

Approved: _____
Mayor

Date Passed

Date Approved

Attest: _____
Clerk of Council

ORD. No. 2023-163 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

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

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

| Dept # | Department | Personal Services | Other | Transfers & Advances | Total |
|------------------------------------|----------------------------------|-------------------------|-------------------------|-------------------------|-------------------------|
| 011410 | Council | \$ 395,000.00 | \$ 49,900.00 | \$ - | \$ 444,900.00 |
| 011411 | Mayors Office | 280,200.00 | 19,800.00 | - | 300,000.00 |
| 015412 | Police Department | 10,981,700.00 | 1,854,212.00 | - | 12,835,912.00 |
| 011413 | Human Resources | 283,100.00 | 80,840.00 | - | 363,940.00 |
| 011414 | Finance Department | 552,500.00 | 18,230.00 | - | 570,730.00 |
| 011415 | Legal Department | 527,600.00 | 70,350.00 | - | 597,950.00 |
| 011416 | Communication & Technology | 832,900.00 | 647,200.00 | - | 1,480,100.00 |
| 011417 | Building Department | 1,067,990.00 | 284,900.00 | - | 1,352,890.00 |
| 011418 | Mayors Court | 168,700.00 | 252,200.00 | - | 420,900.00 |
| 011420 | Rubbish Department | - | 2,956,024.00 | - | 2,956,024.00 |
| 011421 | Cemetery Department | 144,000.00 | 331,341.00 | - | 475,341.00 |
| 011422 | Architectural Board of Review | - | 4,000.00 | - | 4,000.00 |
| 011423 | Planning Commission | 173,800.00 | 67,000.00 | - | 240,800.00 |
| 011424 | Civil Service | - | 77,030.00 | - | 77,030.00 |
| 011425 | Board of Appeals | - | 20,900.00 | - | 20,900.00 |
| 011428 | Parks Department | 128,600.00 | 293,000.00 | - | 421,600.00 |
| 011429 | Public Safety | 193,916.00 | - | - | 193,916.00 |
| 011430 | General Miscellaneous | - | 1,966,000.00 | - | 1,966,000.00 |
| 011435 | Economic Development | 209,000.00 | 107,000.00 | - | 316,000.00 |
| 015415 | OPID Grant | 38,135.00 | 20,000.00 | - | 58,135.00 |
| 015414 | Corrections Officers | 1,086,500.00 | 95,200.00 | - | 1,181,700.00 |
| 015413 | Regional Dispatch Center | 4,255,100.00 | 290,400.00 | - | 4,545,500.00 |
| 011468 | Non Government Transfers | - | - | 18,712,700.00 | 18,712,700.00 |
| Total General Fund | | \$ 21,318,741.00 | \$ 9,505,527.00 | \$ 18,712,700.00 | \$ 49,536,968.00 |
| 031000 | Police Pension | 1,512,761.00 | - | - | 1,512,761.00 |
| 046419 | Street Repairs | 4,602,400.00 | 5,121,350.00 | - | 9,723,750.00 |
| 046426 | Traffic Signal Maintenance | 125,700.00 | 280,860.00 | - | 406,560.00 |
| 046427 | Snow Removal | - | 670,000.00 | - | 670,000.00 |
| 046433 | Municipal Garage | 723,440.00 | 905,500.00 | - | 1,628,940.00 |
| 056000 | State Highway Maintenance | - | 72,200.00 | - | 72,200.00 |
| 066000 | Motor Vehicle License Tax | - | 390,000.00 | - | 390,000.00 |
| 075000 | Emergency Vehicle Fund | - | 2,188,977.00 | - | 2,188,977.00 |
| 085000 | Fire Levy | 9,627,000.00 | 857,650.00 | - | 10,484,650.00 |
| 085001 | Fire Station Ward 1 | - | 79,700.00 | - | 79,700.00 |
| 085002 | Fire Station Ward 2 | - | 50,500.00 | - | 50,500.00 |
| 085003 | Fire Station Ward 3 | - | 40,500.00 | - | 40,500.00 |
| 085004 | Fire Station Ward 4 | - | 110,000.00 | - | 110,000.00 |
| 095000 | Fire Pension | 1,813,000.00 | - | - | 1,813,000.00 |
| 111000 | Clerk of Court | - | 40,000.00 | - | 40,000.00 |
| 121000 | Drainage Levy | - | 1,558,000.00 | - | 1,558,000.00 |
| 131000 | Local Fiscal Recovery | 952,750.00 | 16,000.00 | 500,000.00 | 1,468,750.00 |
| 143304 | Sports Programs | 296,400.00 | 230,700.00 | - | 527,100.00 |
| 143305 | Recreation Administration | 537,300.00 | 701,500.00 | - | 1,238,800.00 |
| 143306 | Fitness | 419,850.00 | 160,700.00 | - | 580,550.00 |
| 143310 | Aquatics | 727,600.00 | 153,073.00 | - | 880,673.00 |
| 143311 | Recreation Programs | 99,500.00 | 98,500.00 | - | 198,000.00 |
| 143430 | Special Events | - | 31,500.00 | - | 31,500.00 |
| 143431 | Old Town Hall | 8,900.00 | 39,200.00 | - | 48,100.00 |
| 143439 | Senior Services | 560,700.00 | 666,770.00 | - | 1,227,470.00 |
| 143451 | Recreation Maintenance | 520,500.00 | 293,792.00 | - | 814,292.00 |
| 143500 | Program Refunds | - | 29,000.00 | - | 29,000.00 |
| 152000 | Southwest General Hospital | - | 375,429.00 | - | 375,429.00 |
| 165000 | Law Enforcement Federal Seizures | - | 60,000.00 | - | 60,000.00 |
| 175000 | Law Enforcement State Seizures | - | 20,000.00 | - | 20,000.00 |
| 185000 | Law Enforcement Drug Fine | - | 10,000.00 | - | 10,000.00 |
| 195000 | Law Enforcement DW/DUI | - | 20,000.00 | - | 20,000.00 |
| 204000 | Tree Maintenance | - | 126,300.00 | - | 126,300.00 |
| 225000 | Community Diversion | 4,000.00 | 4,000.00 | - | 8,000.00 |
| 223100 | Bond Escrow | - | 855,000.00 | - | 855,000.00 |
| 224000 | Earned Benefits | 510,500.00 | - | - | 510,500.00 |
| 250000 | One Ohio Settlement Fund | - | 20,000.00 | 2,820.00 | 22,820.00 |
| Total Special Revenue Funds | | \$ 23,042,301.00 | \$ 16,276,701.00 | \$ 502,820.00 | \$ 39,821,822.00 |

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

| Dept # | Department | Personal Service | Other | Transfers & Advances | Total |
|--------|--------------------------------|-------------------------|-------------------------|-------------------------|--------------------------|
| 311000 | General Bond Retirement | - | 6,441,450.00 | - | 6,441,450.00 |
| 333000 | Pearl Road TIF # 1 | - | 585,000.00 | - | 585,000.00 |
| 334000 | Royalton Road TIF | - | 177,888.00 | - | 177,888.00 |
| 335000 | Pearl Road TIF # 2 | - | 179,003.00 | - | 179,003.00 |
| 336000 | Pearl Road TIF # 3 | - | 41,150.00 | - | 41,150.00 |
| 337000 | Westwood Commons TIF | - | 37,800.00 | - | 37,800.00 |
| 338000 | Giant Eagle TIF | - | 118,306.00 | - | 118,306.00 |
| 339000 | GETGO TIF | - | 24,690.00 | - | 24,690.00 |
| 340000 | Clover Senior TIF | - | 140,939.00 | - | 140,939.00 |
| 341000 | Pearl Road TIF # 4 | - | 298,338.00 | - | 298,338.00 |
| 342000 | Cane's/Chase TIF | - | 17,489.00 | - | 17,489.00 |
| 343000 | Brighton Best TIF | - | 3,086.00 | - | 3,086.00 |
| 344000 | Pearl North TIF | - | 30,863.00 | - | 30,863.00 |
| 346000 | Camden Woods TIF | - | 9,000.00 | - | 9,000.00 |
| | Total Debt Service | \$ - | \$ 8,105,002.00 | \$ - | \$ 8,105,002.00 |
| 413000 | Recreation Capital Improvement | - | 361,503.00 | - | 361,503.00 |
| 421000 | General Capital Improvement | - | 22,991,573.00 | - | 22,991,573.00 |
| 447100 | Pearl & Whitney TIF | - | 42,000.00 | - | 42,000.00 |
| 447102 | Prospect & Albion TIF | - | 20,000.00 | - | 20,000.00 |
| 447103 | Goodyear & 5/3 TIF | - | 70,000.00 | - | 70,000.00 |
| 447104 | 42/82 TIF | - | 155,200.00 | - | 155,200.00 |
| 447105 | Dunkin Donuts TIF | - | 20,000.00 | - | 20,000.00 |
| 447106 | Pearl & Lunn TIF | - | 29,000.00 | - | 29,000.00 |
| 448108 | Town Center Improvement Fund | - | 9,767,000.00 | - | 9,767,000.00 |
| | Total Capital Projects | \$ - | \$ 33,456,276.00 | \$ - | \$ 33,456,276.00 |
| 512501 | Engineering and Administration | 767,600.00 | 944,400.00 | - | 1,712,000.00 |
| 512502 | Plant Expenditures | - | 7,608,000.00 | - | 7,608,000.00 |
| 512503 | Line Expenditures | 1,310,150.00 | 309,000.00 | - | 1,619,150.00 |
| 512504 | Sewer Capital Improvements | - | 6,300,000.00 | - | 6,300,000.00 |
| 512505 | Sewer Debt Payments | - | 237,300.00 | - | 237,300.00 |
| | Total Sanitary Sewer | \$ 2,077,750.00 | \$ 15,398,700.00 | \$ - | \$ 17,476,450.00 |
| 661000 | Health Insurance Reserve | - | 7,102,400.00 | - | 7,102,400.00 |
| 664000 | Workers Compensation Reserve | - | 518,000.00 | - | 518,000.00 |
| | Total Internal Service | \$ - | \$ 7,620,400.00 | \$ - | \$ 7,620,400.00 |
| | GRAND TOTAL | \$ 46,438,792.00 | \$ 90,362,606.00 | \$ 19,215,520.00 | \$ 156,016,918.00 |

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2023 - 164
BY: MAYOR THOMAS P. PERCIAK

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

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

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

| <u>General Fund - 101</u> | | | | | |
|---------------------------|--------------------|---------------------|------------------|-------------------------|------------------|
| Fund # | Fund Activity | Personal Service | Other | Transfers & Advances | Total |
| 101 | Total General Fund | \$ 22,456,531.00 | \$ 10,812,095.00 | \$ 20,850,000.00 | \$ 54,118,626.00 |

| <u>Special Revenue Funds - 200</u> | | | | | |
|------------------------------------|-----------------------------------|---------------------|------------------|-------------------------|------------------|
| Fund # | Fund Activity | Personal Service | Other | Transfers & Advances | Total |
| 203 | Police Pension | \$ 1,735,000.00 | \$ - | \$ - | \$ 1,735,000.00 |
| 204 | Street Construction & Maintenance | 5,481,850.00 | 7,733,750.00 | - | 13,215,600.00 |
| 205 | State Highway Maintenance | - | 450,000.00 | - | 450,000.00 |
| 206 | Motor Vehicle License Tax | - | 400,000.00 | - | 400,000.00 |
| 207 | Emergency Vehicle Fund | 1,592,912.00 | 719,700.00 | - | 2,312,612.00 |
| 208 | Fire Levy | 9,662,800.00 | 1,358,000.00 | - | 11,020,800.00 |
| 209 | Fire Pension | 1,800,000.00 | - | - | 1,800,000.00 |
| 211 | Clerk of Court | - | 18,000.00 | - | 18,000.00 |
| 212 | Drainage Levy | - | 673,000.00 | - | 673,000.00 |
| 213 | Local Fiscal Recovery | 580,000.00 | - | - | 580,000.00 |
| 214 | Multi-Purpose Complex | 3,307,600.00 | 2,176,390.00 | - | 5,483,990.00 |
| 215 | Southwest General Hospital | - | 370,000.00 | - | 370,000.00 |
| 216 | Law Enforcement Federal Seizures | - | 60,000.00 | - | 60,000.00 |
| 217 | Law Enforcement State Seizures | - | 5,000.00 | - | 5,000.00 |
| 218 | Law Enforcement Drug Fine | - | 1,000.00 | - | 1,000.00 |
| 219 | Law Enforcement DWI/DUI | - | 5,000.00 | - | 5,000.00 |
| 220 | Tree Fund | - | 183,000.00 | - | 183,000.00 |
| 222 | Community Diversion | - | 3,000.00 | - | 3,000.00 |
| 223 | Bond Escrow | - | 718,500.00 | - | 718,500.00 |
| 224 | Earned Benefits | 405,000.00 | - | - | 405,000.00 |
| 225 | One Ohio Settlement Fund | - | 30,000.00 | - | 30,000.00 |
| 200 | Total Special Revenue Funds | \$ 24,565,162.00 | \$ 14,904,340.00 | \$ - | \$ 39,469,502.00 |

| <u>Debt Service Funds - 300</u> | | | | | |
|---------------------------------|--------------------------|---------------------|-----------------|-------------------------|-----------------|
| Fund # | Fund Activity | Personal Service | Other | Transfers & Advances | Total |
| 331 | General Bond Retirement | \$ 60,000.00 | \$ 4,115,275.00 | \$ - | \$ 4,175,275.00 |
| 333 | Pearl Road TIF # 1 | - | 580,288.00 | - | 580,288.00 |
| 334 | Royalton Road TIF | - | 176,700.00 | - | 176,700.00 |
| 335 | Pearl Road TIF # 2 | - | 86,300.00 | - | 86,300.00 |
| 336 | Pearl Road TIF # 3 | - | 45,600.00 | - | 45,600.00 |
| 337 | Westwood Commons TIF | - | 38,000.00 | - | 38,000.00 |
| 338 | Giant Eagle TIF | - | 132,600.00 | - | 132,600.00 |
| 339 | GETGO TIF | - | 20,000.00 | - | 20,000.00 |
| 340 | Clover Senior TIF | - | 157,100.00 | - | 157,100.00 |
| 341 | Pearl Road TIF # 4 | - | 265,100.00 | - | 265,100.00 |
| 342 | Cane's/Chase TIF | - | 55,800.00 | - | 55,800.00 |
| 343 | Brighton Best TIF | - | 4,000.00 | - | 4,000.00 |
| 344 | Pearl North TIF | - | 108,100.00 | - | 108,100.00 |
| 300 | Total Debt Service Funds | \$ 60,000.00 | \$ 5,784,863.00 | \$ - | \$ 5,844,863.00 |

Capital Improvement Capital Project Funds - 400

| Fund # | Fund Activity | Personal Service | Other | Transfers & Advances | Total |
|------------|------------------------------------|------------------|-------------------------|------------------------|-------------------------|
| 441 | Recreation Capital Improvement | \$ - | \$ 130,000.00 | \$ - | \$ 130,000.00 |
| 442 | General Capital Improvement | - | 18,706,000.00 | - | 18,706,000.00 |
| 447 | TIF Capital Improvements | - | 334,256.00 | - | 334,256.00 |
| 448 | Town Center Improvement Fund | - | - | 5,153,500.00 | 5,153,500.00 |
| 400 | Total Capital Project Funds | \$ - | \$ 19,170,256.00 | \$ 5,153,500.00 | \$ 24,323,756.00 |

Enterprise Funds - 500

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

Internal Service Fund - 600

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

| | | | | |
|------------------------------|-------------------------|-------------------------|-------------------------|--------------------------|
| Grand Total All Funds | \$ 54,238,901.00 | \$ 63,142,069.00 | \$ 26,003,500.00 | \$ 143,384,470.00 |
|------------------------------|-------------------------|-------------------------|-------------------------|--------------------------|

Itemized list of Transfers and Advances by Fund

| Description | Amount |
|---|-------------------------|
| General Fund to Fire Levy Fund | 5,850,000.00 |
| General Fund to General Capital Improvement Fund | 5,000,000.00 |
| General Fund to Street Construction Fund | \$ 4,000,000.00 |
| General Fund to Multi-Complex Fund | 2,700,000.00 |
| General Fund to Police Pension Fund | 1,500,000.00 |
| General Fund to Fire Pension Fund | 1,200,000.00 |
| General Fund to Recreation Capital Improvement Fund | 500,000.00 |
| General Fund to Tree Fund | 100,000.00 |
| Total Transfers | \$ 20,850,000.00 |
| | |
| Town Center Capital Improvement fund to General Fund | 5,153,500.00 |
| Total Advance and Advance Repayments | \$ 5,153,500.00 |
| Total Transfers, Advances and Advance Repayments | \$ 26,003,500.00 |

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

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

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

President of Council

Approved:

Mayor

Date Passed

Date Approved

Attest: _____
Clerk of Council

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

ORD. No. 2023-164 Amended: _____

1st Rdg. _____ Ref: _____

2nd Rdg. _____ Ref: _____

3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____

Adopted: _____ Defeated: _____

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

| Dept # | Department | Personal Services | Other | Transfers & Advances | Total |
|--------|------------------------------------|-------------------------|-------------------------|-------------------------|-------------------------|
| 011410 | Council | \$ 397,200.00 | \$ 41,800.00 | \$ - | \$ 439,000.00 |
| 011411 | Mayors Office | 311,280.00 | 16,800.00 | - | 328,080.00 |
| 015412 | Police Department | 11,856,762.00 | 2,527,425.00 | - | 14,384,187.00 |
| 011413 | Human Resources | 288,600.00 | 74,040.00 | - | 362,640.00 |
| 011414 | Finance Department | 477,100.00 | 18,200.00 | - | 495,300.00 |
| 011415 | Legal Department | 536,700.00 | 70,350.00 | - | 607,050.00 |
| 011416 | Communication & Technology | 855,246.00 | 921,300.00 | - | 1,776,546.00 |
| 011417 | Building Department | 1,094,260.00 | 226,600.00 | - | 1,320,860.00 |
| 011418 | Mayors Court | 171,700.00 | 252,200.00 | - | 423,900.00 |
| 011420 | Rubbish Department | - | 3,103,500.00 | - | 3,103,500.00 |
| 011421 | Cemetery Department | 147,140.00 | 361,960.00 | - | 509,100.00 |
| 011422 | Architectural Board of Review | - | 4,000.00 | - | 4,000.00 |
| 011423 | Planning Commission | 125,943.00 | 67,500.00 | - | 193,443.00 |
| 011424 | Civil Service | - | 27,700.00 | - | 27,700.00 |
| 011425 | Board of Appeals | - | 22,850.00 | - | 22,850.00 |
| 011428 | Parks Department | 134,800.00 | 342,500.00 | - | 477,300.00 |
| 011429 | Public Safety | 198,400.00 | - | - | 198,400.00 |
| 011430 | General Miscellaneous | - | 2,114,200.00 | - | 2,114,200.00 |
| 011435 | Economic Development | 213,900.00 | 93,670.00 | - | 307,570.00 |
| 015415 | OPIOID Grant | 31,950.00 | 15,300.00 | - | 47,250.00 |
| 015414 | Corrections Officers | 1,269,050.00 | 126,700.00 | - | 1,395,750.00 |
| 015413 | Regional Dispatch Center | 4,346,500.00 | 383,500.00 | - | 4,730,000.00 |
| 011468 | Non Government Transfers | - | - | 20,850,000.00 | 20,850,000.00 |
| | Total General Fund | \$ 22,456,531.00 | \$ 10,812,095.00 | \$ 20,850,000.00 | \$ 54,118,626.00 |
| 031000 | Police Pension | 1,735,000.00 | - | - | 1,735,000.00 |
| 046419 | Street Repairs | 4,620,700.00 | 5,771,750.00 | - | 10,392,450.00 |
| 046426 | Traffic Signal Maintenance | 127,900.00 | 262,000.00 | - | 389,900.00 |
| 046427 | Snow Removal | - | 850,000.00 | - | 850,000.00 |
| 046433 | Municipal Garage | 733,250.00 | 850,000.00 | - | 1,583,250.00 |
| 056000 | State Highway Maintenance | - | 450,000.00 | - | 450,000.00 |
| 066000 | Motor Vehicle License Tax | - | 400,000.00 | - | 400,000.00 |
| 075000 | Emergency Vehicle Fund | 1,592,912.00 | 719,700.00 | - | 2,312,612.00 |
| 085000 | Fire Levy | 9,662,800.00 | 1,092,800.00 | - | 10,755,600.00 |
| 085001 | Fire Station Ward 1 | - | 57,200.00 | - | 57,200.00 |
| 085002 | Fire Station Ward 2 | - | 39,500.00 | - | 39,500.00 |
| 085003 | Fire Station Ward 3 | - | 40,000.00 | - | 40,000.00 |
| 085004 | Fire Station Ward 4 | - | 128,500.00 | - | 128,500.00 |
| 095000 | Fire Pension | 1,800,000.00 | - | - | 1,800,000.00 |
| 111000 | Clerk of Court | - | 18,000.00 | - | 18,000.00 |
| 121000 | Drainage Levy | - | 673,000.00 | - | 673,000.00 |
| 131000 | Local Fiscal Recovery | 580,000.00 | - | - | 580,000.00 |
| 143304 | Sports Programs | 312,000.00 | 258,700.00 | - | 570,700.00 |
| 143305 | Recreation Administration | 550,200.00 | 701,500.00 | - | 1,251,700.00 |
| 143306 | Fitness | 444,500.00 | 150,700.00 | - | 595,200.00 |
| 143310 | Aquatics | 747,200.00 | 153,600.00 | - | 900,800.00 |
| 143311 | Recreation Programs | 138,200.00 | 98,500.00 | - | 236,700.00 |
| 143430 | Special Events | - | 31,190.00 | - | 31,190.00 |
| 143431 | Old Town Hall | 8,900.00 | 23,600.00 | - | 32,500.00 |
| 143439 | Senior Services | 581,800.00 | 478,100.00 | - | 1,059,900.00 |
| 143451 | Recreation Maintenance | 524,800.00 | 251,500.00 | - | 776,300.00 |
| 143500 | Program Refunds | - | 29,000.00 | - | 29,000.00 |
| 152000 | Southwest General Hospital | - | 370,000.00 | - | 370,000.00 |
| 165000 | Law Enforcement Federal Seizures | - | 60,000.00 | - | 60,000.00 |
| 175000 | Law Enforcement State Seizures | - | 5,000.00 | - | 5,000.00 |
| 185000 | Law Enforcement Drug Fine | - | 1,000.00 | - | 1,000.00 |
| 195000 | Law Enforcement DWI/DUI | - | 5,000.00 | - | 5,000.00 |
| 204000 | Tree Maintenance | - | 183,000.00 | - | 183,000.00 |
| 225000 | Community Diversion | - | 3,000.00 | - | 3,000.00 |
| 223100 | Bond Escrow | - | 718,500.00 | - | 718,500.00 |
| 224000 | Earned Benefits | 405,000.00 | - | - | 405,000.00 |
| 250000 | One Ohio Settlement Fund | - | 30,000.00 | - | 30,000.00 |
| | Total Special Revenue Funds | \$ 24,565,162.00 | \$ 14,904,340.00 | \$ - | \$ 39,469,502.00 |

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

| Dept # | Department | Personal Service | Other | Transfers & Advances | Total |
|---------------|--------------------------------|-------------------------|-------------------------|---------------------------------|--------------------------|
| 311000 | General Bond Retirement | 60,000.00 | 4,115,275.00 | - | 4,175,275.00 |
| 333000 | Pearl Road TIF # 1 | - | 580,288.00 | - | 580,288.00 |
| 334000 | Royalton Road TIF | - | 176,700.00 | - | 176,700.00 |
| 335000 | Pearl Road TIF # 2 | - | 86,300.00 | - | 86,300.00 |
| 336000 | Pearl Road TIF # 3 | - | 45,600.00 | - | 45,600.00 |
| 337000 | Westwood Commons TIF | - | 38,000.00 | - | 38,000.00 |
| 338000 | Giant Eagle TIF | - | 132,600.00 | - | 132,600.00 |
| 339000 | GETGO TIF | - | 20,000.00 | - | 20,000.00 |
| 340000 | Clover Senior TIF | - | 157,100.00 | - | 157,100.00 |
| 341000 | Pearl Road TIF # 4 | - | 265,100.00 | - | 265,100.00 |
| 342000 | Cane's/Chase TIF | - | 55,800.00 | - | 55,800.00 |
| 343000 | Brighton Best TIF | - | 4,000.00 | - | 4,000.00 |
| 344000 | Pearl North TIF | - | 108,100.00 | - | 108,100.00 |
| | Total Debt Service | \$ 60,000.00 | \$ 5,784,863.00 | \$ - | \$ 5,844,863.00 |
| 413000 | Recreation Capital Improvement | - | 130,000.00 | - | 130,000.00 |
| 421000 | General Capital Improvement | - | 18,706,000.00 | - | 18,706,000.00 |
| 447100 | Pearl & Whitney TIF | - | 52,625.00 | - | 52,625.00 |
| 447102 | Prospect & Albion TIF | - | 21,478.00 | - | 21,478.00 |
| 447103 | Goodyear & 5/3 TIF | - | 51,547.00 | - | 51,547.00 |
| 447104 | 42/82 TIF | - | 112,760.00 | - | 112,760.00 |
| 447105 | Dunkin Donuts TIF | - | 10,739.00 | - | 10,739.00 |
| 447106 | Pearl & Lunn TIF | - | 21,478.00 | - | 21,478.00 |
| 447107 | Progressive Quality Care | - | 31,144.00 | - | 31,144.00 |
| 447108 | Infinium TIF | - | 2,148.00 | - | 2,148.00 |
| 447109 | Sprague Road TIF | - | 18,256.00 | - | 18,256.00 |
| 447110 | Freddy's TIF | - | 6,443.00 | - | 6,443.00 |
| 447111 | Arby's TIF | - | 5,638.00 | - | 5,638.00 |
| 448108 | Town Center Improvement Fund | - | 5,153,500.00 | - | 5,153,500.00 |
| | Total Capital Projects | \$ - | \$ 24,323,756.00 | \$ - | \$ 24,323,756.00 |
| 512501 | Engineering and Administration | 795,700.00 | 941,525.00 | - | 1,737,225.00 |
| 512502 | Plant Expenditures | 5,000,000.00 | 2,687,000.00 | - | 7,687,000.00 |
| 512503 | Line Expenditures | 1,361,508.00 | 903,000.00 | - | 2,264,508.00 |
| 512504 | Sewer Capital Improvements | - | 500,000.00 | - | 500,000.00 |
| 512505 | Sewer Debt Payments | - | 81,490.00 | - | 81,490.00 |
| | Total Sanitary Sewer | \$ 7,157,208.00 | \$ 5,113,015.00 | \$ - | \$ 12,270,223.00 |
| 661000 | Health Insurance Reserve | - | 6,862,500.00 | - | 6,862,500.00 |
| 664000 | Workers Compensation Reserve | - | 495,000.00 | - | 495,000.00 |
| | Total Internal Service | \$ - | \$ 7,357,500.00 | \$ - | \$ 7,357,500.00 |
| | GRAND TOTAL | \$ 54,238,901.00 | \$ 68,295,569.00 | \$ 20,850,000.00 | \$ 143,384,470.00 |

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2023 – 165

By: Mayor Perciak and All Members of Council

AN ORDINANCE DECLARING IMPROVEMENTS TO A CERTAIN PARCEL OF REAL PROPERTY TO BE A PUBLIC PURPOSE, DESCRIBING THE PUBLIC IMPROVEMENTS TO BE MADE TO DIRECTLY BENEFIT SUCH PARCEL, REQUIRING THE OWNERS OF THE IMPROVEMENTS ON SUCH PARCEL TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES, ESTABLISHING A **CHIEFFALO'S** MUNICIPAL PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND FOR THE DEPOSIT OF SUCH SERVICE PAYMENTS PURSUANT TO OHIO REVISED CODE SECTIONS 5709.40, 5709.42 AND 5709.43, AND DECLARING AN EMERGENCY.

WHEREAS, Ohio Revised Code Sections 5709.40, 5709.42 and 5709.43 (the "Act") provide that this Council may describe public improvements to be made which directly benefit certain parcels, declare Improvements (as defined in Ohio Revised Code Section 5709.40) with respect to such parcels of real property located in the City of Strongsville (the "City") to be a public purpose, thereby authorizing the exemption of those Improvements from real property taxation for a period of time, and provide for the making of service payments in lieu of taxes by the owner of such parcels, and establish a municipal public improvement tax increment equivalent fund into which such service payments shall be deposited; and

WHEREAS, to improve the flow of traffic in and around the parcel described in **Exhibit A** hereto, as such parcel may be consolidated or split (collectively, the "Property"), this Council may cause construction of one or more of the public improvements described in **Exhibit B** hereto (collectively, the "Public Improvements"), that once made will directly benefit the Property and the City and its residents; and

WHEREAS, the City has determined that it is necessary and appropriate and in the best interests of the City to provide for service payments in lieu of taxes with respect to the Property pursuant to Section 5709.42 of the Ohio Revised Code (the "Service Payments") to pay costs of the Public Improvements; and

WHEREAS, the Strongsville City School District and Polaris Joint Vocational School District have been notified of this Ordinance consistent with Ohio Revised Code Section 5709.83.

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

Section 1. The Public Improvements described in **Exhibit B** hereto, if made or caused to be made by the City, are hereby designated as those Public Improvements that directly benefit, or that once made will directly benefit, the Property, and are determined to be necessary for the public health, safety and welfare.

Section 2. Pursuant to and in accordance with the provisions of Ohio Revised Code Section 5709.40, and, in particular, Section 5709.40(B), this Council hereby finds and determines that 100% of the increase in the assessed value of the Property that would first appear on the tax list and duplicate of real property after the effective date of this Ordinance (which increase in assessed value is herein referred to as the "Improvement" or "Improvements" as defined in said Section 5709.40) is a public purpose, and 100% of said Improvement is hereby declared to be a public purpose for a period of 30 years and exempt from taxation commencing

with the tax year following the year in which this Ordinance is passed and ending on the earlier of (1) the date the Improvements have been exempted from taxation for a period of 30 years or (2) the date on which the City has collected into the Fund established in Section 4 hereof a total amount of Service Payments available for and sufficient to pay the costs provided in Section 4 hereof; provided, however, that Service Payments shall be paid to the Strongsville City School District and Polaris Joint Vocational School District in the amount of the taxes that would have been payable to the Strongsville City School District and Polaris Joint Vocational School District, as applicable, if the Improvements had not been exempted from taxation.

Section 3. As provided in Section 5709.42 of the Revised Code, the owner or owners of the Improvement are hereby required to and shall pay the Service Payments to the County Treasurer on or before the final dates for payment of real property taxes, which Service Payments, together with any associated rollback payments, shall be deposited in the **CHIEFFALO'S** Municipal Public Improvement Tax Increment Equivalent Fund established in Section 4 hereof. In accordance with Ohio Revised Code Section 5709.42, the County Treasurer shall distribute a portion of the Service Payments directly to the Strongsville City School District and Polaris Joint Vocational School District in an amount equal to the property tax payments the Strongsville City School District and Polaris Joint Vocational School District, as applicable, would have received from the portion of the Improvements exempted from taxation, had such Improvements not been exempted from taxation. This Council hereby authorizes the Mayor, Director of Finance and Law Director, and other appropriate officers of the City, to provide such information and certifications, and execute and deliver or accept delivery of such instruments, as are necessary or incidental to collect those Service Payments, and to make such arrangements as are necessary and proper for payment of the Service Payments.

Section 4. This Council hereby establishes pursuant to and in accordance with the provisions of Section 5709.43 of the Ohio Revised Code, the **CHIEFFALO'S** Public Improvement Tax Increment Equivalent Fund (the "Fund"), into which shall be deposited all of the Service Payments and any associated rollback payments distributed to the City with respect to the Improvements on the Property by or on behalf of the County Treasurer, as provided in Section 5709.42 of the Ohio Revised Code, and hereby agrees that moneys in that fund shall be used for any or all of the following purposes:

- (i) to pay any and all planning, engineering, acquisition, construction, installation, financing costs, and any and all other direct and indirect costs of the Public Improvements, including those costs set forth in Ohio Revised Code Section 133.15(B);
- (ii) to pay the interest on and principal of bonds or notes, and premium, if any, including refunding or additional bonds or notes or other obligations issued or loans entered into by the City or other governmental entity to finance costs of the Public Improvements until such notes or bonds or other obligations or loans are paid in full, and to pay any trustee, administrative and other costs related to servicing the obligations and providing and replenishing a reserve fund and to pay any costs charged by the issuer of the obligations; and
- (iii) to reimburse the City, or other governmental entity for any funds used to pay costs of the Public Improvements, or to pay interest, principal, or premium, and related costs on any of the aforesaid notes, bonds, loans or other obligations, prior to receipt of Service Payments.

The Fund shall remain in existence so long as the Service Payments are collected and used for the aforesaid purposes, after which said Fund shall be dissolved in accordance with said Section 5709.43.

Section 5. Pursuant to Section 5709.40 of the Ohio Revised Code, the Clerk of Council is hereby directed to deliver a copy of this Ordinance to the Director of the Ohio Department of Development within fifteen days after its passage. On or before March 31 of each year that the exemption set forth in Section 2 hereof remains in effect, the Mayor or other authorized officer of this City shall prepare and submit to the Director of the Ohio Department of Development the status report required under Section 5709.40 of the Ohio Revised Code.

Section 6. This Council finds and determines that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 7. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City, and for the further reason that this Ordinance is required to be immediately effective in order to eliminate existing hazards to vehicular traffic; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor, provided it receives the affirmative vote of at least two-thirds of the members of the Council, otherwise it 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

Ord. No. 2023-165 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

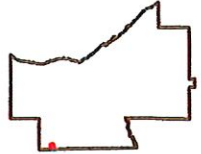
EXHIBIT A
THE PROPERTY

CITY OF STRONGSVILLE
CHIEFFALO'S TIF Parcel Number

394-26-006



Cuyahoga County GIS Viewer

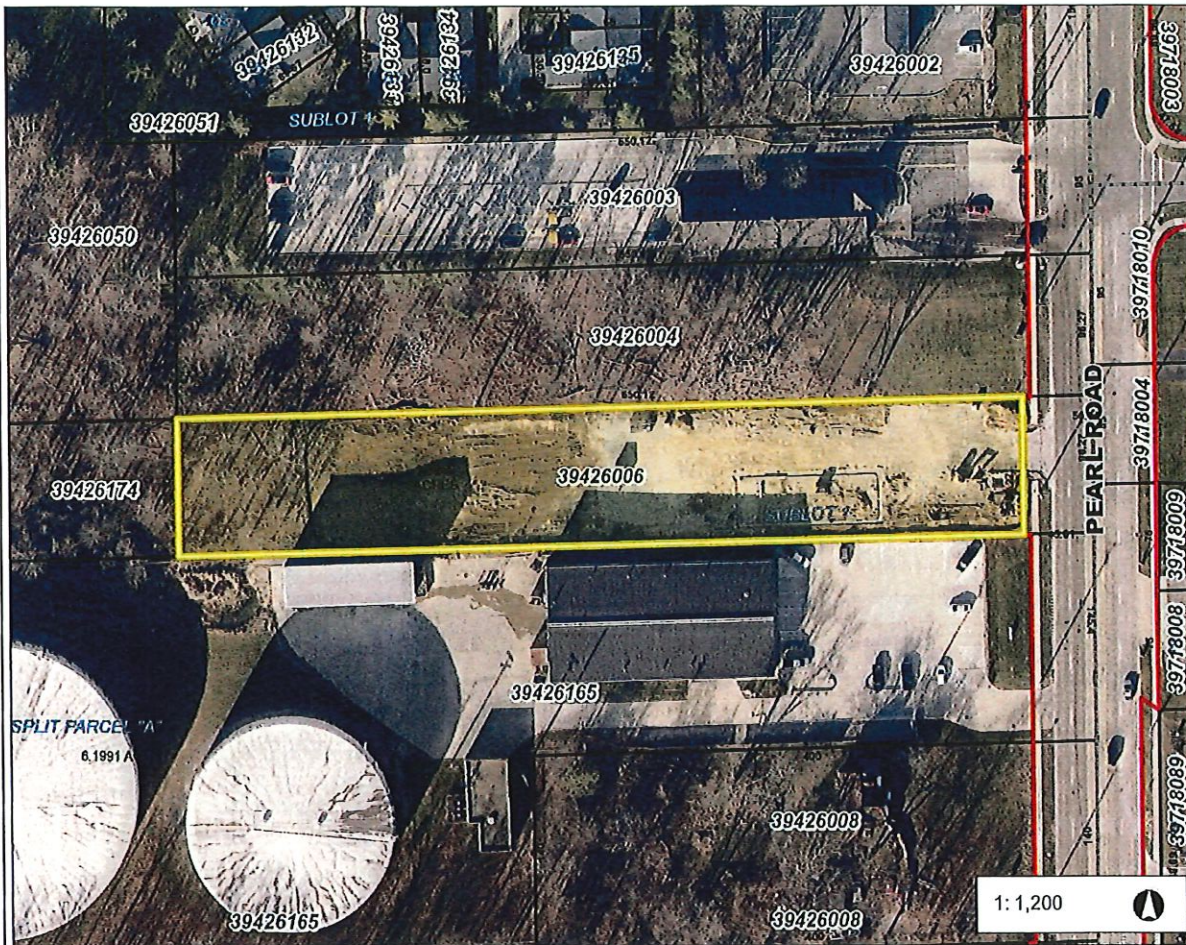


Date Created: 10/30/2023

Legend

- Municipalities
- Right Of Way
- Platted Centerline
- Parcel

**Chieffalo's Auto
Repair**
PPN 394-26-006



200 0 100 200 Feet

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

— Cuyahoga County —
Enterprise GIS
PUTTING CUYAHOGA COUNTY ON THE MAP

EXHIBIT B

DESCRIPTION OF THE PUBLIC IMPROVEMENTS

The Public Improvements consist of

- (i) the widening of and other improvements to Pearl Road from terminus to terminus and, including improvements to, or construction or installation of, intersections, signalization, public utilities, curbs, sidewalks, lighting, and storm water management facilities, acquisition of real estate in connection therewith, and all related improvements,
- (ii) the widening of and other improvements to Drake Road from terminus to terminus, including improvements to, or construction or installation of, intersections, signalization, public utilities, curbs, sidewalks, lighting, and storm water management facilities, acquisition of real estate in connection therewith, and all related improvements,
- (iii) the widening of and other improvements to Prospect Road from terminus to terminus, including improvements to, or construction or installation of, intersections, signalization, public utilities, curbs, sidewalks, lighting, and storm water management facilities, acquisition of real estate in connection therewith, and all related improvements,
- (iv) the widening of and other improvements to Boston Road from terminus to terminus, including improvements to, or construction or installation of, intersections, signalization, public utilities, curbs, sidewalks, lighting, and storm water management facilities, acquisition of real estate in connection therewith, and all related improvements,

The Public Improvements further include the construction of or improvements to any other public streets, utilities and public facilities in and around the Property and directly benefiting the Property.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2023 – 166

By: Mayor Perciak and All Members of Council

AN ORDINANCE DECLARING IMPROVEMENTS TO A CERTAIN PARCEL OF REAL PROPERTY TO BE A PUBLIC PURPOSE, DESCRIBING THE PUBLIC IMPROVEMENTS TO BE MADE TO DIRECTLY BENEFIT SUCH PARCEL, REQUIRING THE OWNERS OF THE IMPROVEMENTS ON SUCH PARCEL TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES, ESTABLISHING A **HERZOG** MUNICIPAL PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND FOR THE DEPOSIT OF SUCH SERVICE PAYMENTS PURSUANT TO OHIO REVISED CODE SECTIONS 5709.40, 5709.42 AND 5709.43, AND DECLARING AN EMERGENCY.

WHEREAS, Ohio Revised Code Sections 5709.40, 5709.42 and 5709.43 (the "Act") provide that this Council may describe public improvements to be made which directly benefit certain parcels, declare Improvements (as defined in Ohio Revised Code Section 5709.40) with respect to such parcels of real property located in the City of Strongsville (the "City") to be a public purpose, thereby authorizing the exemption of those Improvements from real property taxation for a period of time, and provide for the making of service payments in lieu of taxes by the owner of such parcels, and establish a municipal public improvement tax increment equivalent fund into which such service payments shall be deposited; and

WHEREAS, to improve the flow of traffic in and around the parcels described in **Exhibit A** hereto, as such parcel may be consolidated or split (collectively, the "Property"), this Council may cause construction of one or more of the public improvements described in **Exhibit B** hereto (collectively, the "Public Improvements"), that once made will directly benefit the Property and the City and its residents; and

WHEREAS, the City has determined that it is necessary and appropriate and in the best interests of the City to provide for service payments in lieu of taxes with respect to the Property pursuant to Section 5709.42 of the Ohio Revised Code (the "Service Payments") to pay costs of the Public Improvements; and

WHEREAS, the Strongsville City School District and Polaris Joint Vocational School District have been notified of this Ordinance consistent with Ohio Revised Code Section 5709.83.

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

Section 1. The Public Improvements described in **Exhibit B** hereto, if made or caused to be made by the City, are hereby designated as those Public Improvements that directly benefit, or that once made will directly benefit, the Property, and are determined to be necessary for the public health, safety and welfare.

Section 2. Pursuant to and in accordance with the provisions of Ohio Revised Code Section 5709.40, and, in particular, Section 5709.40(B), this Council hereby finds and determines that 100% of the increase in the assessed value of the Property that would first appear on the tax list and duplicate of real property after the effective date of this Ordinance (which increase in assessed value is herein referred to as the "Improvement" or "Improvements" as defined in said Section 5709.40) is a public purpose, and 100% of said Improvement is hereby declared to be a public purpose for a period of 30 years and exempt from taxation commencing

with the tax year following the year in which this Ordinance is passed and ending on the earlier of (1) the date the Improvements have been exempted from taxation for a period of 30 years or (2) the date on which the City has collected into the Fund established in Section 4 hereof a total amount of Service Payments available for and sufficient to pay the costs provided in Section 4 hereof; provided, however, that Service Payments shall be paid to the Strongsville City School District and Polaris Joint Vocational School District in the amount of the taxes that would have been payable to the Strongsville City School District and Polaris Joint Vocational School District, as applicable, if the Improvements had not been exempted from taxation.

Section 3. As provided in Section 5709.42 of the Revised Code, the owner or owners of the Improvement are hereby required to and shall pay the Service Payments to the County Treasurer on or before the final dates for payment of real property taxes, which Service Payments, together with any associated rollback payments, shall be deposited in the **HERZOG** Municipal Public Improvement Tax Increment Equivalent Fund established in Section 4 hereof. In accordance with Ohio Revised Code Section 5709.42, the County Treasurer shall distribute a portion of the Service Payments directly to the Strongsville City School District and Polaris Joint Vocational School District in an amount equal to the property tax payments the Strongsville City School District and Polaris Joint Vocational School District, as applicable, would have received from the portion of the Improvements exempted from taxation, had such Improvements not been exempted from taxation. This Council hereby authorizes the Mayor, Director of Finance and Law Director, and other appropriate officers of the City, to provide such information and certifications, and execute and deliver or accept delivery of such instruments, as are necessary or incidental to collect those Service Payments, and to make such arrangements as are necessary and proper for payment of the Service Payments.

Section 4. This Council hereby establishes pursuant to and in accordance with the provisions of Section 5709.43 of the Ohio Revised Code, the **HERZOG** Public Improvement Tax Increment Equivalent Fund (the "Fund"), into which shall be deposited all of the Service Payments and any associated rollback payments distributed to the City with respect to the Improvements on the Property by or on behalf of the County Treasurer, as provided in Section 5709.42 of the Ohio Revised Code, and hereby agrees that moneys in that fund shall be used for any or all of the following purposes:

- (i) to pay any and all planning, engineering, acquisition, construction, installation, financing costs, and any and all other direct and indirect costs of the Public Improvements, including those costs set forth in Ohio Revised Code Section 133.15(B);
- (ii) to pay the interest on and principal of bonds or notes, and premium, if any, including refunding or additional bonds or notes or other obligations issued or loans entered into by the City or other governmental entity to finance costs of the Public Improvements until such notes or bonds or other obligations or loans are paid in full, and to pay any trustee, administrative and other costs related to servicing the obligations and providing and replenishing a reserve fund and to pay any costs charged by the issuer of the obligations; and
- (iii) to reimburse the City, or other governmental entity for any funds used to pay costs of the Public Improvements, or to pay interest, principal, or premium, and related costs on any of the aforesaid notes, bonds, loans or other obligations, prior to receipt of Service Payments.

The Fund shall remain in existence so long as the Service Payments are collected and used for the aforesaid purposes, after which said Fund shall be dissolved in accordance with said Section 5709.43.

Section 5. Pursuant to Section 5709.40 of the Ohio Revised Code, the Clerk of Council is hereby directed to deliver a copy of this Ordinance to the Director of the Ohio Development within fifteen days after its passage. On or before March 31 of each year that the exemption set forth in Section 2 hereof remains in effect, the Mayor or other authorized officer of this City shall prepare and submit to the Director of the Ohio Department of Development the status report required under Section 5709.40 of the Ohio Revised Code.

Section 6. This Council finds and determines that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 7. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City, and for the further reason that this Ordinance is required to be immediately effective in order to eliminate existing hazards to vehicular traffic; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor, provided it receives the affirmative vote of at least two-thirds of the members of the Council, otherwise it 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

Ord. No. 2023-166 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

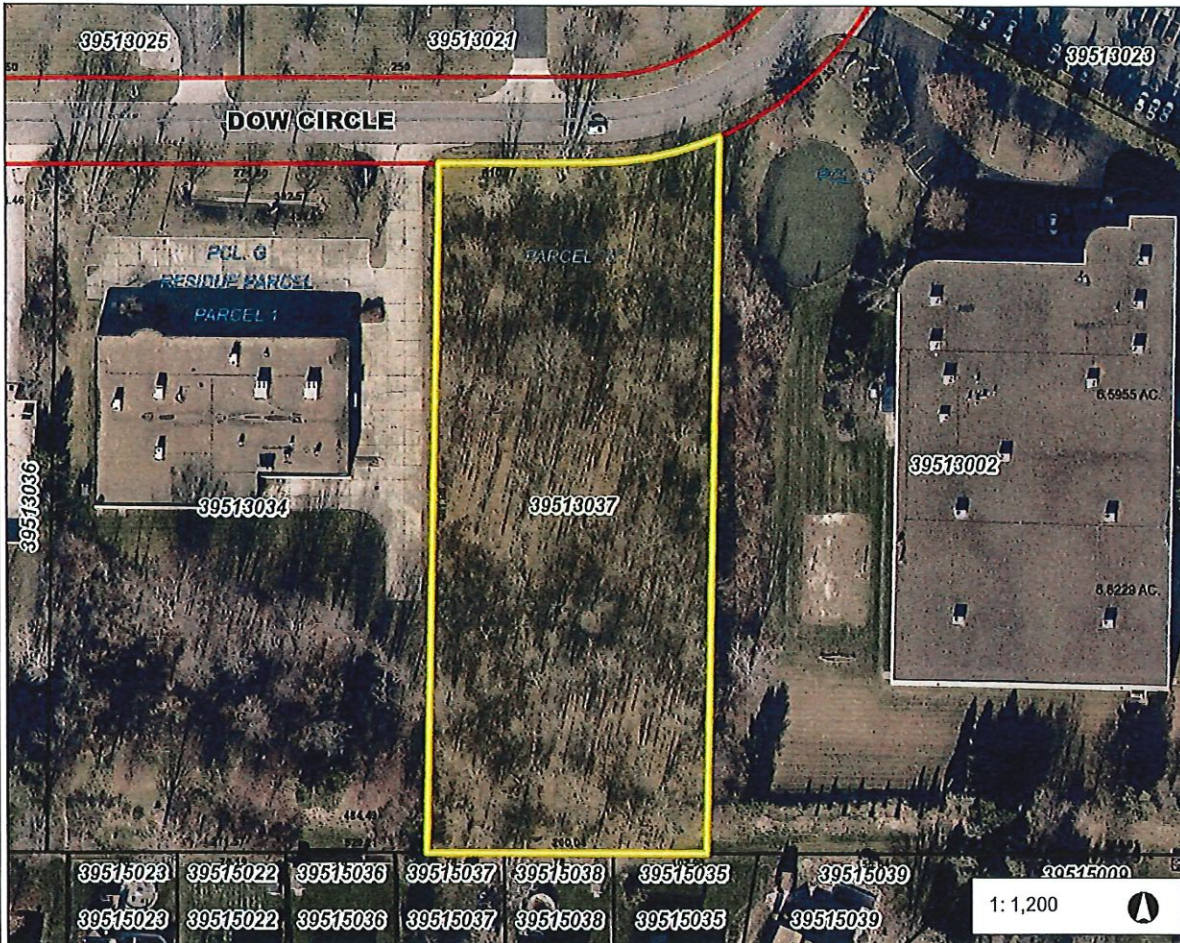
EXHIBIT A
THE PROPERTY

CITY OF STRONGSVILLE
HERZOG TIF Parcel Number

395-13-037



Cuyahoga County GIS Viewer

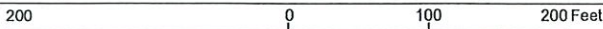


Date Created: 10/30/2023

Legend

- Municipalities
- Right Of Way
- Platted Centerline
- Parcel

Herzog
Automation
PPN 395-13-037



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

1:1,200

Cuyahoga County
Enterprise GIS
PUTTING CUYAHOGA COUNTY ON THE MAP

EXHIBIT B

DESCRIPTION OF THE PUBLIC IMPROVEMENTS

The Public Improvements consist of

- (i) the widening of and other improvements to Dow Circle from terminus to terminus and, including improvements to, or construction or installation of, intersections, signalization, public utilities, curbs, sidewalks, lighting, and storm water management facilities, acquisition of real estate in connection therewith, and all related improvements,
- (ii) the widening of and other improvements to W Sprague Road from terminus to terminus, including improvements to, or construction or installation of, intersections, signalization, public utilities, curbs, sidewalks, lighting, and storm water management facilities, acquisition of real estate in connection therewith, and all related improvements,
- (iii) the widening of and other improvements to Webster Road from terminus to terminus, including improvements to, or construction or installation of, intersections, signalization, public utilities, curbs, sidewalks, lighting, and storm water management facilities, acquisition of real estate in connection therewith, and all related improvements,
- (iv) the widening of and other improvements to Whitney Road from terminus to terminus, including improvements to, or construction or installation of, intersections, signalization, public utilities, curbs, sidewalks, lighting, and storm water management facilities, acquisition of real estate in connection therewith, and all related improvements,
- (v) the widening of and other improvements to Pearl Road from terminus to terminus, including improvements to, or construction or installation of, intersections, signalization, public utilities, curbs, sidewalks, lighting, and storm water management facilities, acquisition of real estate in connection therewith, and all related improvements,

The Public Improvements further include the construction of or improvements to any other public streets, utilities and public facilities in and around the Property and directly benefiting the Property.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2023 – 167

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A SERVICE AGREEMENT WITH IWORQ SYSTEMS, INC. FOR A WEB-BASED MANAGEMENT SOFTWARE AS A SERVICE APPLICATION FOR USE BY VARIOUS CITY OF STRONGSVILLE DEPARTMENTS, AND DECLARING AN EMERGENCY.

WHEREAS, in 2011, the City of Strongsville Building Department implemented the MyGov software application program in order to efficiently process, among other things, building permits, registration of contractors, code enforcement issues and various other functions within the Building Department; and

WHEREAS, in order to upgrade, streamline and improve operations within the Building, Engineering, Planning & Zoning and Public Service Departments of the City of Strongsville, it has become necessary to consider replacement of the current MyGov system software application program; and

WHEREAS, therefore, after considerable review of various software application programs suitable for municipal government operations, the Building Commissioner has recommended the web-based management software as a service program provided by iWorQ Systems, Inc., which will significantly improve operations and create a cohesive environment between such City departments; and

WHEREAS, this Council desires to proceed to enter into a Service Agreement for various applications and services to be utilized by the Building, Engineering, Planning & Zoning, and Public Service Departments of the City.

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 to enter into a Service Agreement with **IWORQ SYSTEMS, INC.** for the furnishing and installation of a software application program to utilize the iWorQ web-based services and applications for the Building, Engineering, Planning & Zoning, and Public Service Departments for the City of Strongsville, to be effective for a four-year initial term at the rate of \$72,000.00 per year, for a total contract cost of \$288,000.00, with a copy of such Service Agreement attached hereto as Exhibit "1" and incorporated herein by reference.

Section 2. That the funds for the purpose of said Agreement 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 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 – 167
Page 2

Section 4. 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 of the City, and for the further reason that it is immediately necessary to enter into an agreement in order to upgrade and improve daily operations, maintain continuity within various City departments, 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. 2023-167 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

IWORQ SERVICE AGREEMENT

For iWorQ applications and services

Strongsville here after known as ("Customer"), enters into THIS SERVICE AGREEMENT ("Agreement") with iWorQ Systems Inc. ("iWorQ") with its principal place of business 1125 West 400 North, Suite 102, Logan, Utah 84321.

1. SOFTWARE AS A SERVICE (SaaS) TERMS OF ACCESS:

iWorQ grants Customer a non-exclusive, non-transferable limited access to use iWorQ service(s), application(s) on iWorQ's authorized website for the fee(s) and terms listed in Appendix A. This agreement will govern all application(s) and service(s) listed in the Appendix A.

2. CUSTOMER RESPONSIBILITY:

Customer acknowledges that they are receiving only a limited subscription to use the application(s), service(s), and related documentation, if any, and shall obtain no titles, ownership nor any rights in or to the application(s), service(s), and related documentation, all of which title and rights shall remain with iWorQ. Customer shall not permit any user to reproduce, copy, or reverse engineer any of the application(s), service(s) and related documentation.

iWorQ is not responsible for the content entered into iWorQ's database or uploaded as a document or image.

3. TRAINING AND IMPLEMENTATION:

Customer agrees to provide the time, resources, and personnel to implement iWorQ's service(s) and application(s). iWorQ will assign a senior account manager and an account management team to implement service(s) and application(s). Typical implementation will take less than 60 days. iWorQ account managers will call twice per week, provide remote training once per week, and send weekly summary emails to the customer implementation team. iWorQ can provide project management and implementation documents upon request. iWorQ will do ONE import of the Customer's data. This import consists of importing data, sent by the Customer, in an electronic relational database format. Customer must have clear ownership of all forms, letters, inspections, checklists, and data sent to iWorQ.

4. CUSTOMER DATA:

Customer data will be stored on AWS GovCloud. iWorQ will use commercially reasonable efforts to backup, store and manage Customer data. iWorQ does backups twice per week and offsite backups twice per week. The subscription will renew each year on the anniversary date of this Agreement unless terminated (see 7. TERMINATION).

Customer can run reports and export data from iWorQ application(s) at any time.

Customer can pay iWorQ for additional data management service(s), onsite backups, application(s) and other service(s).

Data upload and storage is provided to every Customer. This includes uploading files up to 3MB and 10 GB of managed data storage on AWS GovCloud. Additional upload file sizes and managed data storage sizes can be provided based on the application(s) and service(s) listed in Appendix A.

Customer can upload and store images with personal information like driver's license, and more. This Data can be used by the customer to complete the permitting, licensing, or code enforcement processes. Customer understands that the data must be uploaded and stored in the Sensitive Data Upload section of the iWorQ software for access and security purposes.

iWorQ is not responsible: (1) For the content entered into iWorQ' s database, (2) For images or documents scanned locally and uploaded by the iWorQ users, (3) For documents or images uploaded by citizens over the web, and (4) For backup data sent to the Customer by iWorQ.

5. CUSTOMER SUPPORT:

Customer support and training are FREE and available Monday-Friday, from 6:00 A.M. to 5:00 P.M. MST, for any authorized user with a login. iWorQ provides unlimited remote Customer training (through webinars), phone support, help files, and documentation. Basic support request is typically handled the same day. iWorQ provides "Service NOT Software".

6. BILLING:

iWorQ will invoice Customer on an annual basis. iWorQ will send invoice by mail and by email to the address(s) listed in Appendix A. Terms of the invoice are net 30 days. Any billing changes will require that a new Service(s) Agreement be signed by Customer.

Any additional costs imposed by the Customer including business licenses, fees, or taxes will be added to the Customer's invoice yearly. Support and services fees may increase in subsequent years, but will increase no more than 5% per year.



7. TERMINATION:

Either party may terminate this agreement, after the initial 4-YEAR TERM, without cause if the terminating party gives the other party sixty (60) days written notice. Should Customer terminate any application(s) and or service(s) the remaining balance will immediately become due. Should Customer terminate any part of the application(s) and or service(s) a new Service(s) Agreement will need to be signed.

Upon termination (7. TERMINATION), iWorQ will discontinue all application(s) and or service(s) under this Agreement; iWorQ will provide customer with an electronic copy of all of Customer's data, if requested by the Customer (within 3-5 business days).

During the term of the Agreement, the Customer may request a copy of all of Customer's data for a cost of no more than \$2,500; and all provisions of this Agreement will continue.

8. ACCEPTABLE USE:

Customer represents and warrants that the application(s) and service(s) will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, and policies, terms and procedures. iWorQ may restrict access to users upon misuse of application(s) and service(s).

9. CUSTOMER IMPLEMENTATION INFORMATION:

Primary Implementation Contact _____ Title _____

Office Phone _____ Cell (required) _____

Email _____

Secondary Implementation Contact _____ Title _____

Office Phone _____ Cell (required) _____

Email _____

Portal Setup Contact (required) _____ Title _____

Office Phone _____ Cell _____

Email _____ Signature _____

(This person is responsible for placing the iWorQ Portal Link being placed on the agency's website within 90 days of the agreement signature. The iWorQ Portal Link will remain on agencies website for the entire Term of the agreement. If the iWorQ Portal Link is not placed on the city website within 90 days, the Agency agrees to pay an additional \$1,000 dollars towards setup costs (this is to cover iWorQ's time).



10. CUSTOMER BILLING INFORMATION:

Billing Contact _____ Title _____

Billing Address: _____

Office Phone _____ Cell _____

Email _____

PO# _____ (if required) Tax Exempt ID # _____

11. ACCEPTANCE:

The effective date of this Agreement is listed below. Authorized representative of Customer and iWorQ have read the Agreement and agree and accept all the terms.

Signature _____

Effective Date: _____

Printed Name Thomas P. Perciak

Title Mayor

Office Number 440-580-3100

Cell Number _____

iWorQ Service(s) Agreement

APPENDIX A

iWorQ Price Proposal

| | |
|--|--------------------------|
| Strongsville | Population- 45725 |
| The City of Strongsville 16099 Foltz Parkway Strongsville, Ohio 44149 | Prepared by: Marty Smith |

Annual Subscription Fees

| <u>Application(s) and Service(s)</u> | <u>Package Price</u> | <u>Billing</u> |
|---|---|----------------|
| <p>Community Development (Enterprise Package)</p> <p>*Permit Management *Code Enforcement *Portal Home *Online credit/debit card processing integrated with iWorQ. (Through PayRoc)</p> <p>-Configurable portal for ease of applying for permits, tracking current permits, and paying fees online -Allows for submitting code enforcement issues online and viewing code cases -Messaging feature for easy interaction with citizens -Built-in automatic workflow capabilities -iWorQ Notifications included -Inspection and plan review tracking -Track permits and cases with customizable reporting -Includes Premium Data (50MB Uploads, 300GB Total Storage) -Includes Sensitive File Uploads that are required to finish permit, licensing or code enforcement process (i.e Driver's License) -3 Scheduled Reports -Includes 20 standard electronic database driven permit forms and 3 Custom database permit Forms for Portal Home -Free letters, and/or permits utilizing iWorQ' template library and up to 3 custom letters -OpenStreetMap tracking abilities with quarterly updates</p> <p>GIS REST Services - iWorQ will publish your agency's WMS layers in iWorQ Community Development applications. iWorQ will update parcel information monthly from the published service.</p> <p>Note: If GIS configurations change (FTP location, name format, field</p> | <p>\$45,000 \$43,500</p> | Annual |

| | | |
|---|---|----------------|
| changes, etc.) iWorQ will charge a minimum \$500 fee to accommodate new configuration adjustments (subject to additional hourly charges) | | |
| <p>Permit Management – Planning & Zoning</p> <ul style="list-style-type: none"> - Available on any computer, tablet, or mobile device using Chrome Browser - OpenStreetMap tracking abilities with quarterly updates - Manage appeals, variances, plat applications, conditional use permits, etc. - Option to track contractors and their licensing - Track fees and payments - Inspection and plan review tracking - Configurable Reporting - iWorQ notifications included - Send out mass notifications to surrounding properties - Free forms, letters, and / or permits utilizing iWorQ's template library, and up to 3 custom letters. - Draw & annotate on plans - Save data in layers on plans - Place watermarks on plans - Includes Premium Data (25MB File Upload Size & 100GB Total Storage) -Includes Sensitive File Uploads that are required to finish permit, licensing or code enforcement process (i.e Driver's License) | Included | Annual |
| <p>Contractor License Management</p> <ul style="list-style-type: none"> -Available on any computer, tablet, mobile device using Chrome Browser -Quarterly Parcel Upload -License for Contractors -Renewal and invoicing capabilities for one owner to one property -Unlimited letters utilizing iWorQs template library, and up to 3 custom letters -Reminder letter generation -Includes Premium Data (25MB Uploads, 100GB Total Storage) -Includes Sensitive File Uploads that are required to finish permit, licensing or code enforcement process (i.e Driver's License) | Included | Annual |
| Public Works Application(s) and Service(s) | Package Price | Billing |
| <p>Public Works Package (Asset) Sewer</p> <p>Package includes: * Work Management</p> | <p>\$22,000 \$20,500</p> | Annual |

| | | |
|---|-----------------------|---------------|
| <ul style="list-style-type: none"> * Sign Management * Pavement Management * Sewer Management - Track and manage work by location using OpenStreetMap - Work order scheduling and templates - Track labor, inventory, parts, and material - Track work completed and maintenance history - Set maintenance, inspection, and work order schedules - Track sign location, MUTCD, condition, reflectivity, work orders etc. - Remaining service life (RSL), next treatment, 5-year budget etc. - Road layer on OpenStreetMap with color by lookup - Sign layer displayed on OpenStreetMap - Sewer Asset layers on OpenStreetMap (Lines, Manholes, Pumps.) * Available on any computer, tablet, or mobile device using Chrome browser * OpenStreetMap - Ability to track point and line layers * Quarterly GIS Updates * Configurable dashboard, fields, and reports * Premium Data Package - 25MB File Upload Size & 100GB Total Storage | | |
| <p>Stormwater Package</p> <p>Package includes:</p> <ul style="list-style-type: none"> *Work Management - Track and manage work by location using OpenStreetMap - Work order scheduling and templates - Track labor, inventory, parts, and material - Track work completed and maintenance history *SWPP Permit Management - Issue permits (SWPP) - Track and manage inspection schedules - Unlimited access to iWorQ's template library, including 3 custom letters *Capital Asset Management - Track location, inspections, maintenance, and work orders for MS4 compliance -Track up to 5 asset layers (i.e. Catch basins, Inlets, outfalls, Lines.), - Additional attribute data for each capital asset is \$500 annually. - Set maintenance, inspection, and work order schedules - Manage and reduce illicit discharge | <p>\$8,000</p> | <p>Annual</p> |

| | | |
|--|----------|--------|
| <ul style="list-style-type: none"> * Available on any computer, tablet, or mobile device using Chrome browser * OpenStreetMap - Ability to track point and line layers * Quarterly GIS Updates * Configurable dashboard, fields, and reports * Premium Data Package - 25MB File Upload Size & 100GB Total Storage | | |
| Subscription Fee Total (This amount will be invoiced each year) | \$72,000 | Annual |

One-Time Setup, GIS integration, and Data Conversion Fees

| Service(s) | Full Price Cost | Package Price | Billing |
|---|---------------------|---------------|----------|
| Implementation and Setup cost year 1 | \$50,000 | Included | Year One |
| Up to 5 hours of GIS integration and data conversion | \$1,000 | Included | Year One |
| Data Conversion | \$4,900 | Included | Year One |
| One-Time Setup Total (This amount will be added year 1) | \$55,900 | Included | Year One |

| | | | |
|------------------------|----------------------|----------|----------------|
| Grand Total Due Year 1 | \$130,900 | \$72,000 | Year One Total |
|------------------------|----------------------|----------|----------------|

NOTES AND SERVICE DESCRIPTION

- I. Invoice for the (Annual Subscription Fee Total + One-Time Total) will be sent out 2 weeks after signature and Effective Date
- II. This subscription Fee and Agreement have been provided at the Customer's request and is valid until **November 27th, 2023.**
- III. **Discounts provided are contingent upon signed agreement returned on or before November 27th, 2023.**
- IV. **Service Agreement is a 4-year initial term at \$72,000 per year guaranteed. Total cost for the 4- year contract is \$288,000 guaranteed.**
- V. This cost proposal cannot be disclosed or used to compete with other companies.

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2023 – 168

By: Mayor Perciak and All Members of Council

A RESOLUTION ACCEPTING A DONATION OF MONEY FROM THE STRONGSVILLE VFW POST 3345 TO BE USED IN CONNECTION WITH THE STRONGSVILLE TOWN CENTER ENHANCEMENT & WALKABILITY INITIATIVE.

WHEREAS, the Strongsville Town Center area is an essential part of the fabric of the City of Strongsville and encompasses some 81 acres extending from Royalton Road and Pearl Road, north past Zverina Lane; and

WHEREAS, the City of Strongsville has continuously recognized the importance of the Strongsville Town Center area and recently launched the “Strongsville Town Center Enhancement & Walkability Initiative” to provide further amenities and upgrade the connectivity and walkability within the Strongsville Town Center area, which will improve the quality of community life for our residents and guests; and

WHEREAS, the Strongsville VFW Post 3345 has been proudly serving the City of Strongsville for over 40 years in order to help foster camaraderie among United States veterans of overseas conflicts, serve the veterans, military and communities, and to advocate on behalf of all veterans to ensure that they are respected for their service and receive earned entitlements; and

WHEREAS, the Strongsville VFW Post 3345 has graciously donated a check in the amount of \$15,000.00; and

WHEREAS, the City is desirous of accepting such gracious donation.

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

Section 1. That the Mayor and this Council hereby extend their gratitude and appreciation to the Strongsville VFW Post 3345 for its donation of \$15,000.00 to be utilized by the City for the Strongsville Town Center Enhancement & Walkability Initiative.

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

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

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

CITY OF STRONGSVILLE, OHIO
RESOLUTION NO. 2023 – 168
Page 2

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

Attest: _____
Clerk of Council

RES
Ord. No. *2023-168* Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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