



# City of Strongsville

16099 Folz Parkway  
Strongsville, Ohio 44149-5598  
Phone: 440-580-3110  
Council Office Fax: 440-572-1648  
www.strongsville.org

January 13, 2012

## City Council

Michael J. Daymut  
President of Council  
Ward 1

Raymond L. Haseley  
Ward 2

Mark A. Roth, III  
President Pro Tem  
Ward 3

J. Scott Maloney  
Ward 4

Joseph C. DeMio  
At-Large

Kenneth M. Dooner  
At-Large

John D. Southworth, Jr.  
At-Large

Leslie J. Seefried, MMC  
Clerk of Council  
leslie.seefried@strongsville.org

## MEETING NOTICE

Council has scheduled the following meetings for **Tuesday, January 17, 2012**, 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.**      **Communications and Technology Committee** will meet to discuss Ordinance No. 2012-006.

**Finance Committee** will meet to discuss Ordinance No. 2012-007.

**Economic Development Committee** will meet to discuss items pertinent to the Committee.

**Committee of the Whole** will meet to discuss Ordinance Nos. 2012-008 and 2012-009 and Resolution No. 2012-010. The Committee will then meet in ***Executive Session*** for the purpose of discussing legal issues with the Law Director.

**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:**

Leslie J. Seefried, MMC  
Clerk of Council

**AGENDA**

**REGULAR STRONGSVILLE CITY COUNCIL MEETING  
TUESDAY, JANUARY 17, 2012 AT 8:00 P.M.**

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

\*\*\*\*\*

1. CALL TO ORDER:

2. PLEDGE OF ALLEGIANCE:

3. CERTIFICATION OF POSTING:

4. ROLL CALL:

5. COMMENTS ON MINUTES:

- Organizational and Regular Council Meeting – January 3, 2012

6. APPOINTMENTS AND CONFIRMATIONS:

- Mayor's reappointment of Charlene Barth to a four (4) year term on the City's Planning Commission effective January 22, 2012 and expiring on January 21, 2016.

7. REPORTS OF COUNCIL COMMITTEES:

SOUTHWEST GENERAL HEALTH SYSTEM – Mr. Southworth:

SCHOOL BOARD – Mr. Carbone:

BUILDING AND UTILITIES – Mr. Schonhut:

COMMUNICATIONS AND TECHNOLOGY – Mr. Dooner:

ECONOMIC DEVELOPMENT – Mr. Daymut:

FINANCE – Mr. Dooner:

PLANNING, ZONING AND ENGINEERING – Mr. Maloney:

PUBLIC SAFETY AND HEALTH – Mr. DeMio:

PUBLIC SERVICE AND CONSERVATION – Mr. Carbone:

RECREATION AND COMMUNITY SERVICES – Mr. Southworth:

COMMITTEE-OF-THE-WHOLE – Mr. Daymut:

8. REPORTS AND COMMUNICATIONS FROM THE MAYOR, DIRECTORS  
OF DEPARTMENTS AND OTHER OFFICERS:

MAYOR PERCIAK:

FINANCE DEPARTMENT - Mr. Dubovec:

LAW DEPARTMENT- Mr. Kraus:

9. AUDIENCE PARTICIPATION:

10. ORDINANCES AND RESOLUTIONS:

Ordinance No. 2012-006 by Mayor Perciak and Mr. Dooner. AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH TIME WARNER CABLE FOR VOICE, DATA, VIDEO AND BUSINESS CLASS ETHERNET SERVICES IN CONNECTION WITH USE OF ITS EXISTING FIBER OPTIC NETWORK TO CERTAIN CITY FACILITIES, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.

Ordinance No. 2012-007 by Mayor Perciak. AN ORDINANCE MAKING APPROPRIATIONS FOR THE ANNUAL EXPENSES AND OTHER EXPENDITURES OF THE CITY OF STRONGSVILLE, OHIO, FOR THE YEAR 2012 AND REPEALING ORDINANCE NUMBER 2011-192.

Ordinance No. 2012-008 by Mayor Perciak and All Members of Council. AN ORDINANCE AMENDING SECTION 1 OF ORDINANCE NO. 2011-103 TO INCREASE THE NOT TO EXCEED AMOUNT IN CONNECTION WITH RETENTION OF SPECIAL LEGAL COUNSEL AS LEAD TRIAL COUNSEL UNDER A JOINT REPRESENTATION AGREEMENT IN PENDING LITIGATION, AND DECLARING AN EMERGENCY.

Ordinance No. 2012-009 by Mayor Perciak and All Members of Council. AN ORDINANCE TO APPROVE AND ADOPT REPLACEMENT PAGES TO THE CODIFIED ORDINANCES OF THE CITY, REPEALING ORDINANCES AND RESOLUTIONS IN CONFLICT THEREWITH, AND DECLARING AN EMERGENCY.

Resolution No. 2012-010 by Mayor Perciak and All Members of Council. A RESOLUTION IN SUPPORT OF THE PASSAGE OF THE FIVE (5) YEAR STRONGSVILLE SCHOOL RENEWAL LEVY (ISSUE NO. 14) ON THE MARCH 6, 2012 BALLOT.

11. COMMUNICATIONS, PETITIONS AND CLAIMS:

- Application for Liquor Permit – **NEW-C1-C2**– **To:** Big Lots Store Inc., **DBA Big Lots 5129, 15177 Pearl Road**, Strongsville, OH 44136. *(Responses must be postmarked no later than 02/03/2012)*
- Application for Liquor Permit – **NEW-D1-D2-D3** – **To:** Sacoh Holdings LLC, **DBA O'Charley's, 8913 Pearl Road**, Strongsville, OH 44136. *(Responses must be postmarked no later than 02/06/2012)*
- Council approval of delegate list for Annual Meeting of Southwest General Health District.

12. MISCELLANEOUS BUSINESS:

13. ADJOURNMENT:

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2012 - 006

By: Mayor Perciak and Mr. Dooner

**AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH TIME WARNER CABLE FOR VOICE, DATA, VIDEO AND BUSINESS CLASS ETHERNET SERVICES IN CONNECTION WITH USE OF ITS EXISTING FIBER OPTIC NETWORK TO CERTAIN CITY FACILITIES, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.**

WHEREAS, under the City's previous Franchise Agreement with Time Warner Cable ("TWC"), the City was provided with certain "I-Net" services including the use of TWC's in-ground fiber optic cable network connected to various City-owned facilities and utilized in connection with a number of communications services, including voice, data and video as relate to both public safety and non-public safety City functions; and

WHEREAS, with the advent of State-wide video franchising as mandated by State law, the City's current I-Net service with TWC is due to expire in January, 2012; and

WHEREAS, it is absolutely necessary for the City to continue utilization of some of the existing fiber optic cable and network offered by TWC in order to continue vital City communications operations and functions on an ongoing basis; and

WHEREAS, there are limited technical alternatives to proceeding with an agreement with TWC to continue use of its fiber optic cable with related services, and therefore, requests for proposals or bidding are not a practical alternative in this situation; and

WHEREAS, TWC is willing to enter into such an appropriate agreement with the City at reasonable charges for a period ending June 30, 2015 and with billing deferred until July 1, 2012;

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

**Section 1.** That this Council finds and determines, as set out in Article V, § 5 of the Charter, that it would be in the best interests of the City to enter into an Agreement with **TIME WARNER CABLE BUSINESS CLASS**, without public bidding, for a period ending June 30, 2015, for the continued and efficient operation of the I-Net Service with TWC and utilization of their existing fiber optic cable with maintenance and other related services in order to ensure viability of vital municipal communications, for the benefit of the public health, safety and welfare, and to conserve public funds.

**CITY OF STRONGSVILLE, OHIO**  
**ORDINANCE NO. 2012- 006**  
**Page 2**

**Section 2.** That for the foregoing reasons, this Council approves and authorizes the Mayor to enter into a Voice, Data, Video and Business Class Ethernet Agreement and Customer Service Order with Time Warner Cable for a period ending June 30, 2015, at a total monthly fee of \$4,242.74, in substantially the form attached hereto as Exhibit A, and incorporated herein, but subject to final adjustments and approval by the Law Director.

**Section 3.** That the Mayor and Director of Communication & Technology are hereby authorized to do whatever is reasonably necessary to implement and effectuate this Agreement.

**Section 4.** That the funds for the purpose of this Ordinance have been appropriated for the first year and shall be paid for all years of the Agreement from the Fire Levy Fund and Street Construction, Maintenance & Repair Fund.

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

**Section 6.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City; and further to ensure continuity of vital City communications operations and functions, including those directly related to public safety and to conserve public funds. Therefore, provided this Ordinance receives the unanimous affirmative vote of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor.

\_\_\_\_\_ Approved: \_\_\_\_\_  
 President of Council Mayor

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

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Daymut	_____	_____
DeMio	_____	_____
Dooner	_____	_____
Maloney	_____	_____
Schonhut	_____	_____
Southworth	_____	_____

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

ORD. No. 2012-006 Removed: \_\_\_\_\_  
 1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3rd Rdg. \_\_\_\_\_ Red: \_\_\_\_\_  
 \_\_\_\_\_  
 Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

**Client Information**

Customer Name: <b>City of Strongsville</b>	Master Service Agreement #:	
Service Address: <b>13213 Pearl Road</b>	Billing Address: <b>13213 Pearl Road</b>	
City, State, Zip: <b>Strongsville, OH 44136</b>	City, State, Zip: <b>Strongsville, OH 44136</b>	
Procurement Contact: <b>John Bedford</b>	Phone: <b>440-580-3190</b>	Email: <b>John.bedford@strongsville.o</b>
Billing Contact: <b>Joe Dubovec</b>	Phone: <b>440-580-3125</b>	Email: <b>Joe.dubovec@strongsville.o</b>
Technical Contact: <b>John Bedford</b>	Phone: <b>440-580-3190</b>	Email: <b>John.bedford@strongsville.o</b>

Product/Service	Service Location Street Address, City, State Zip	Monthly Fee	Term
Dark Fiber Network Maintenance	See attached spreadsheet for locations	\$4242.74	3 Year
Billing begins on July 1, 2012 and terminates on June 30, 2015			
<b>Monthly Total</b>		<b>\$4242.74</b>	

**Property Management / Building Owner Information**

Company:	<b>City of Strongsville</b>	Contact:	<b>John Bedford</b>	Phone:	<b>440-580-3190</b>
----------	-----------------------------	----------	---------------------	--------	---------------------

**REMARKS:**

Use and access of the Fiber and related Service prior to the Effective Date in connection with the Customer buildings will continue without interruption or charge until July 1, 2012 when billing commences.

To the extent Customer permanently ceases operations at any of the location identified in the attached spreadsheet, Customer shall be relieved of that portion of the monthly fee related to that location for the remainder of the contract term.

**Term:** The Agreement shall be in effect for the Term set forth herein above (the "Initial Term") and, unless terminated earlier in accordance with this Agreement, shall thereafter automatically renew on a month-to-month basis at the then-current rate unless either party notifies the other party at least thirty (30) days prior to the expiration of the then-current period of such party's intent not to renew. In the event that Customer commits to a further Term Commitment at the end of the Initial Term, TWC will negotiate in good faith with Customer.

**Service:**

**Permitted Use of Fiber Network**

As of the Effective Date and solely for the Term, TWC hereby grants to the Customer an exclusive, non-sub-licensable, non-transferrable right to use and access the TWC provided Fiber solely for the purposes described in below. The Customer acknowledges and agrees that TWC is not supplying nor is TWC obligated to supply to Customer any equipment or related facilities (other than with respect to the TWC provided Fiber), all of which are the sole responsibility of the Customer; provided, however, that the Customer will continue to retain all right, title and interest to all of its purchased and owned equipment and facilities on its side of the Demarcation Point, excluding any TWC provided Fiber.

The License does not include any right of Customer to (i) own, control, maintain, repair, re-perform, correct, modify or reconfigure the TWC provided Fiber; (ii) the right of physical access to, the right to encumber in any manner, or other use of the TWC provided Fiber other than as expressly permitted under this Agreement; or (iii) market, promote, sell, resell or re-package the TWC provided Fiber, in any way.

The Customer's right to use and access the TWC provided Fiber is strictly limited to the Customer's internal use in the operation of the TWC provided

*Ex. A*

Fiber. In connection therewith, the TWC provided Fiber may only be used to transmit video, audio and data communication between and among the school buildings, the public libraries, and Customer buildings ("**Approved Uses**"). The Customer shall have no right or authority to re-package, re-sell or allow any other Person to use the I-Net other than the Approved Institutions. Any use in violation of, or that attempts to violate, this shall be considered null and void, and TWC shall have the right to immediately (notwithstanding any cure periods set forth in the Master Service Agreement) terminate this Agreement without liability or further obligation in connection therewith.

Except for the limited rights expressly granted to Customer by TWC in this Agreement, TWC does not grant the Customer any rights or licenses, whether express or implied, to any fiber, equipment, technology, or any other TWC physical or intellectual property; all other rights, title and interests in and to the foregoing are expressly retained by TWC.

#### **Operations**

TWC shall have full and complete control and responsibility for determining any network and service configuration or designs, routing configurations, re-grooming, rearrangement or consolidation of channels or circuits and all related functions with regard to the use of the TWC provided Fiber. If, after the Execution Date with respect to any TWC provided Fiber, TWC is required (i) by any governmental authority under the power of eminent domain or otherwise, (ii) by TWC or a provider of any consents or authorizations, (iii) by any other person or entity having the authority to so require (any or all of the above, a "Relocating Authority"), or (iv) by the occurrence of any Force Majeure Event, to relocate any TWC provided Fiber, TWC shall have the right to either proceed with such relocation, including, but not limited to, the right, in good faith, to reasonably determine the extent and timing of, and methods to be used for, such relocation; provided that the Customer shall be kept informed of determinations made by TWC in connection with such relocation, and any such relocation shall incorporate fiber that is technically comparable to the replaced TWC provided Fiber in all material respects.

The Customer acknowledges and agrees that TWC is not supplying nor is TWC obligated to supply to the Customer any optronic or electronic equipment or related facilities required to operate the fiber, all of which are the sole responsibility of the Customer.

Upon not less than ten (10) days written notice from TWC to the Customer, TWC may at its option substitute the TWC provided Fibers within any portion of the TWC provided Fiber, with an equivalent number of alternative fibers within such portion thereof, provided that in such event, (i) such substitution shall be effected at the sole cost of TWC; and (ii) TWC shall use all reasonable efforts to minimize any interruption in the operation or performance of the TWC provided Fiber. Substitution of fibers shall not affect or extend the Term with respect to the fibers so substituted.

#### **Maintenance.**

In consideration for receipt of the Monthly Fees set forth above, TWC agrees to perform or caused to be performed Scheduled Maintenance and Unscheduled Maintenance of the TWC provided Fiber in a professional and workmanlike manner and, in accordance with the procedures set forth below. TWC's maintenance obligations under this Agreement do not include any maintenance or repair activities arising from or caused by Customer's negligence, willful misconduct, breach of the Agreement or improper use of the TWC provided Fiber.

#### **Maintenance Requirements and Procedures**

##### **Scheduled Maintenance.**

- **TWC Initiated.** Routine maintenance and repair of the TWC provided Fiber initiated by TWC ("**TWC Scheduled Maintenance**") shall be performed by or under the direction of TWC, at TWC's reasonable discretion.
- **Customer Initiated.** Maintenance and repair of the TWC provided Fiber initiated at Customer's request that does not, or is not imminently likely to cause, an Outage ("**Customer Scheduled Maintenance**").
- TWC Scheduled Maintenance and Customer Scheduled Maintenance (collectively, the "**Scheduled Maintenance**") shall be performed by or under the direction of TWC, at TWC's reasonable discretion. TWC shall respond to any Customer Scheduled Maintenance request within two (2) business days. TWC shall provide the Customer at least five (5) business days notice prior to any Scheduled Maintenance.

##### **Unscheduled Maintenance.**

- **TWC Initiated.** Any maintenance and repair or replacement (if replacement is required in order to repair a portion of the TWC provided Fiber if damaged) of the TWC provided Fiber that is not Scheduled Maintenance ("**TWC Unscheduled Maintenance**"), including any emergency maintenance.
- **Customer Initiated.** Any maintenance and repair or replacement (if replacement is required in order to repair a portion of the TWC provided Fiber if damaged) of the TWC provided Fiber requested by the Customer resulting from an Outage that is not Scheduled Maintenance ("**Customer Unscheduled Maintenance**").
- TWC Unscheduled Maintenance and Customer Unscheduled Maintenance (collectively, the "**Unscheduled Maintenance**") shall be performed by or under the direction of TWC. TWC shall respond to any Customer Unscheduled Maintenance request as soon practical. TWC shall endeavor to provide the Customer as much notice as practicable under the circumstances in connection with any Unscheduled Maintenance.

**Mean Time to Respond.** TWC will use commercially reasonable efforts to provide a Mean Time to Respond ("MTTR") to an TWC provided Fiber outage (i.e., the inability to exchange communications between end-points of the TWC provided Fiber) by opening a trouble ticket within two (2) hours from the time notification detailing such outage by the Customer is received by TWC's Technical Contact.

Outage Credits will be issued to the extent the Customer has opened trouble tickets with TWC and is found to have a valid claim for a missed MTTR. Outage Credits will be issued for each one (1) hour block of time TWC was not able to respond to an outage notification beyond the two (2) hour MTTR target. For example, a TWC provided Fiber segment with a \$500 MRC experiences an outage, and TWC fails to respond to the outage notification for six (6) hours. Each hour is considered for Credits to have 20% of the MRC value to the Customer. Therefore, each hour is worth \$100.00. Therefore, the four (4) hours in excess of the MTTR target would make the Customer eligible for a \$400 credit. In no event shall the Outage Credits to the Customer exceed one-hundred (100%) of the MRCs associated with the particular TWC provided Fiber experiencing the outage for the month in which the outage occurred. THE OUTAGE CREDITS STATE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR OUTAGES OR SERVICE DEFICIENCIES OF ANY KIND WHATSOEVER.

No Outage Credits will be owed to the Customer in the event that any missed MTTR arises from or relates to any of the following: (i) any errors, acts or omissions of the Customer or others authorized by Customer to use the TWC provided Fiber; (ii) failure of Customer provided equipment; (iii) during any period in which TWC or its agents are not afforded access to the premises under the Customer's control; (iv) during any period when the Customer has released TWC provided Fiber to TWC for maintenance or repair purpose provided TWC performs in accordance with proposed schedules; (v) any period when Customer elects not to release the TWC provided Fiber for testing and/or repair and continues to use it on an impaired basis; (vi) a Force Majeure event; (vii) a material breach by the Customer of its obligations under this Agreement.

**Facilities.** The Customer will be solely responsible for providing and paying for any and all maintenance of all electronic, optronic and other equipment, materials and facilities used by Customer in connection with the operation of the TWC provided Fiber, none of which is included in the services to be provided by TWC under the Agreement. TWC will remain solely responsible for operational and technical control of the network, equipment and facilities on its side of the Demarcation Point.

**Subcontracting.** TWC may subcontract any of the maintenance services hereunder; provided that the use of any such subcontractor shall not relieve TWC of any of its obligations hereunder.

#### LIMITATION OF LIABILITY

Notwithstanding any provision of this Attachment to the contrary, neither party shall be liable to the other party for any special, incidental, indirect, punitive or consequential damages, or damages for lost revenue or lost profits, whether foreseeable or not, arising out of, or in connection with, such party's failure to perform its respective obligations hereunder, including, but not limited to, loss of profits or revenue (whether arising out of transmission interruptions or problems, ANY INTERRUPTION OR DEGRADATION OF SERVICE or otherwise), or claims of customers, whether occasioned by any construction, reconstruction, relocation, repair or maintenance performed by, or failed to be performed by, the other party or any other cause whatsoever, including breach of contract, breach of warranty, negligence, or strict liability. nothing contained herein shall operate as a limitation on the right of either party hereto to bring an action for damages against any third party, including claims for indirect, special or consequential damages, based on any acts or omissions of such third party.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, TWC MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE TWC PROVIDED FIBER OR MAINTENANCE AND WARRANTY OBLIGATIONS, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT LEGALLY PERMISSIBLE..

BY SIGNING THIS ORDER FORM THE CUSTOMER INDICATES THAT THEY HAVE READ AND AGREE TO THE TWC MASTER SERVICE AGREEMENT TERMS AND CONDITIONS as well as the services ordered with this attachment. The fees set forth do not include applicable taxes and other similar charges which may be part of the fee charged by TWC hereunder and which shall be the responsibility of the Customer as set forth in this Agreement.

**CUSTOMER:** CITY OF STRONGSVILLE

**Time Warner Cable Business Class:**

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

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

Name: Thomas P. Perciak

Name: \_\_\_\_\_

Title: Mayor

Title: \_\_\_\_\_

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

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



CITY OF STRONGSVILLE, OHIO  
ORDINANCE NO. 2012 -007  
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 2012 AND REPEALING ORDINANCE NUMBER 2011-192.

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:

<b>General Fund - 101</b>					
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
<b>101 Total General Fund</b>		<b>\$ 12,976,200.00</b>	<b>\$ 7,200,500.00</b>	<b>\$ 8,261,300.00</b>	<b>\$ 28,438,000.00</b>

  

<b>Special Revenue Funds - 200</b>					
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
203	Police Pension	\$ 1,115,100.00	\$ -	\$ -	\$ 1,115,100.00
204	Street Construction & Maintenance	4,992,800.00	3,518,500.00	-	8,511,300.00
205	State Highway Maintenance	-	100,000.00	-	100,000.00
206	Motor Vehicle License Tax	-	300,000.00	-	300,000.00
207	Fire Department Vehicle	-	1,274,150.00	-	1,274,150.00
208	Fire Levy	6,471,200.00	617,700.00	-	7,088,900.00
209	Fire Pension	1,208,500.00	-	-	1,208,500.00
211	Clerk of Court	-	20,000.00	-	20,000.00
212	Drainage Levy	-	275,447.26	-	275,447.26
214	Multi-Purpose Complex	2,750,500.00	2,067,500.00	-	4,818,000.00
215	Southwest General Hospital	-	314,561.00	-	314,561.00
216	Law Enforcement Federal Seizures	-	2,000.00	-	2,000.00
217	Law Enforcement State Seizures	-	2,000.00	-	2,000.00
218	Law Enforcement Drug Fine	-	1,000.00	-	1,000.00
219	Law Enforcement DWI/DUI	-	10,000.00	-	10,000.00
220	Tree Maintenance	-	100,000.00	-	100,000.00
222	Community Diversion	13,400.00	1,000.00	-	14,400.00
224	Earned Benefits	500,000.00	-	-	500,000.00
<b>200 Total Special Revenue Funds</b>		<b>\$ 17,051,500.00</b>	<b>\$ 8,603,858.26</b>	<b>\$ -</b>	<b>\$ 25,655,358.26</b>

  

<b>Debt Service Funds - 300</b>					
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
331	General Bond Retirement	\$ -	\$ 6,801,892.00	\$ -	\$ 6,801,892.00
333	Pearl Road TIF Fund	-	4,616,992.00	-	4,616,992.00
334	Route 82 TIF Fund	-	139,500.00	-	139,500.00
<b>300 Total Debt Service Funds</b>		<b>\$ -</b>	<b>\$ 11,558,384.00</b>	<b>\$ -</b>	<b>\$ 11,558,384.00</b>

  

<b>Capital Improvement Capital Project Funds - 400</b>					
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
441	Recreation Capital Improvement	\$ -	\$ -	\$ -	\$ -
442	General Capital Improvement	-	1,733,993.85	-	1,733,993.85
444	Pearl Road Improvement	-	1,691,842.33	500,000.00	2,191,842.33
445	Police Facility Construction Fund	-	-	-	-
<b>400 Total Capital Project Funds</b>		<b>\$ -</b>	<b>\$ 3,425,836.18</b>	<b>\$ 500,000.00</b>	<b>\$ 3,925,836.18</b>

Enterprise Funds - 500					
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
551	Sanitary Sewer	\$ 1,350,300.00	\$ 4,721,280.00	\$ -	\$ 6,071,580.00
Internal Service Fund - 600					
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
664	Workers' Compensation Reserve	\$ -	\$ 472,000.00	\$ -	\$ 472,000.00
Grand Total All Funds		\$ 31,378,000.00	\$ 35,981,858.44	\$ 8,761,300.00	\$ 76,121,158.44

Itemized list of Transfers and Advances by Fund	
Description	Amount
General Fund to Street Construction Fund	\$ 3,170,000.00
General Fund to Fire Levy Fund	2,365,000.00
General Fund to Multi-Complex Fund	1,200,000.00
General Fund to Police Pension Fund	620,000.00
General Fund to Fire Pension Fund	706,300.00
General Fund to Earned Benefits Fund	200,000.00
Total Transfers	\$ 8,261,300.00
Pearl Road Capital Improvement Fund Phase II to General Fund	500,000.00
Total Advance Repayments	\$ 500,000.00
Total Transfers and Advance Repayments	\$ 8,761,300.00

Section 2: That all expenditures within the fiscal year ending December 31, 2011 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:

	Yea	Nay	Clerk of Council ORD. No. <u>2012-007</u>	Removed: _____
Carbone	_____	_____	1st Rdg. _____	Ref: _____
Daymut	_____	_____	2nd Rdg. _____	Ref: _____
DeMio	_____	_____	3rd Rdg. _____	Ref: _____
Dooner	_____	_____	_____	Ref: _____
Maloney	_____	_____	_____	Ref: _____
Schonhut	_____	_____	Pub Hrg. _____	Ref: _____
Southworth	_____	_____	Adopted: _____	Defeated: _____

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

Dept #	Department	Personal Service	Other	Transfers & Advances	Total
011410	Council	\$ 303,700.00	\$ 18,000.00	\$ -	\$ 321,700.00
011411	Mayors Office	416,000.00	14,300.00	-	430,300.00
015412	Police Department	9,426,100.00	1,362,800.00	-	10,788,900.00
011413	Human Resources	133,500.00	36,200.00	-	169,700.00
011414	Finance Department	500,800.00	21,900.00	-	522,700.00
011415	Legal Department	403,800.00	186,300.00	-	590,100.00
011416	Communication & Technology	450,800.00	827,000.00	-	1,277,800.00
011417	Building Department	812,700.00	148,000.00	-	960,700.00
011418	Mayors Court	129,400.00	80,700.00	-	210,100.00
011420	Rubbish Department	-	2,353,000.00	-	2,353,000.00
011421	Cemetery Department	105,200.00	184,200.00	-	289,400.00
011422	Architectural Board of Review	-	5,000.00	-	5,000.00
011423	Planning Commission	87,900.00	71,800.00	-	159,700.00
011424	Civil Service	-	45,000.00	-	45,000.00
011425	Board of Appeals	-	9,500.00	-	9,500.00
011428	Parks Department	91,300.00	115,000.00	-	206,300.00
011429	Board of Building Standards	-	1,000.00	-	1,000.00
011430	General Miscellaneous	-	1,316,200.00	-	1,316,200.00
011435	Economic Development	115,000.00	404,600.00	-	519,600.00
011468	Non Government Transfers	-	-	8,261,300.00	8,261,300.00
	<b>Total General Fund</b>	<b>\$ 12,976,200.00</b>	<b>\$ 7,200,500.00</b>	<b>\$ 8,261,300.00</b>	<b>\$ 28,438,000.00</b>
031000	Police Pension	1,115,100.00	-	-	1,115,100.00
046419	Street Repairs	4,150,900.00	1,743,400.00	-	5,894,300.00
046426	Traffic Signal Maintenance	208,700.00	246,800.00	-	455,500.00
046427	Snow Removal	-	660,000.00	-	660,000.00
046433	Municipal Garage	633,200.00	868,300.00	-	1,501,500.00
056000	State Highway Maintenance	-	100,000.00	-	100,000.00
066000	Motor Vehicle License Tax	-	300,000.00	-	300,000.00
075000	Fire Department Vehicle	-	1,274,150.00	-	1,274,150.00
085000	Fire Levy	6,471,200.00	387,900.00	-	6,859,100.00
085001	Fire Station Ward 1	-	46,700.00	-	46,700.00
085002	Fire Station Ward 2	-	38,600.00	-	38,600.00
085003	Fire Station Ward 3	-	39,700.00	-	39,700.00
085004	Fire Station Ward 4	-	104,800.00	-	104,800.00
095000	Fire Pension	1,208,500.00	-	-	1,208,500.00
111000	Clerk of Court	-	20,000.00	-	20,000.00
121000	Drainage Levy	-	275,447.26	-	275,447.26
143304	Sports Programs	247,000.00	172,500.00	-	419,500.00
143305	Recreation Administration	346,000.00	772,400.00	-	1,118,400.00
143306	Fitness	410,700.00	109,500.00	-	520,200.00
143309	Ice Rink	-	282,500.00	-	282,500.00
143310	Aquatics	557,200.00	83,000.00	-	640,200.00
143311	Recreation Programs	190,800.00	36,700.00	-	227,500.00
143430	Special Events	55,800.00	17,100.00	-	72,900.00
143431	Old Town Hall	5,800.00	15,500.00	-	21,300.00
143439	Senior Services	477,700.00	324,800.00	-	802,500.00
143451	Recreation Maintenance	459,500.00	177,800.00	-	637,300.00
143500	Program Refunds	-	75,700.00	-	75,700.00
152000	Southwest General Hospital	-	314,561.00	-	314,561.00
165000	Law Enforcement Federal Seizures	-	2,000.00	-	2,000.00
175000	Law Enforcement State Seizures	-	2,000.00	-	2,000.00
185000	Law Enforcement Drug Fine	-	1,000.00	-	1,000.00
195000	Law Enforcement DWI/DUI	-	10,000.00	-	10,000.00
204000	Tree Maintenance	-	100,000.00	-	100,000.00
225000	Community Diversion	13,400.00	1,000.00	-	14,400.00
224000	Earned Benefits	500,000.00	-	-	500,000.00
	<b>Total Special Revenue Funds</b>	<b>\$ 17,051,500.00</b>	<b>\$ 8,603,858.26</b>	<b>\$ -</b>	<b>\$ 25,655,358.26</b>

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

Dept #	Department	Personal Service	Other	Transfers & Advances	Total
311000	General Bond Retirement	-	6,801,892.00	-	6,801,892.00
333000	Pearl Road TIF Fund	-	4,616,992.00	-	4,616,992.00
334000	Route 82 TIF Fund	-	139,500.00	-	139,500.00
	<b>Total Debt Service</b>	\$ -	\$ 11,558,384.00	\$ -	\$ 11,558,384.00
413000	Recreation Capital Improvement	-	-	-	-
421000	General Capital improvement	-	1,733,993.85	-	1,733,993.85
446000	Pearl Road Improvement	-	1,039,637.77	-	1,039,637.77
446200	Pearl Road Phase II	-	652,204.56	500,000.00	1,152,204.56
	<b>Total Capital Projects</b>	\$ -	\$ 3,425,836.18	\$ 500,000.00	\$ 3,925,836.18
512501	Engineering and Administration	624,200.00	751,000.00	-	1,375,200.00
512502	Plant Expenditures	-	1,680,700.00	-	1,680,700.00
512503	Line Expenditures	726,100.00	678,500.00	-	1,404,600.00
512504	Sewer Capital Improvements	-	1,112,000.00	-	1,112,000.00
512505	Sewer Debt Payments	-	499,080.00	-	499,080.00
	<b>Total Sanitary Sewer</b>	\$ 1,350,300.00	\$ 4,721,280.00	\$ -	\$ 6,071,580.00
664000	Workers Compensation	\$ -	\$ 472,000.00	\$ -	\$ 472,000.00
	<b>GRAND TOTAL</b>	\$ 31,378,000.00	\$ 35,981,858.44	\$ 8,761,300.00	\$ 76,121,158.44

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2012 - 008

BY: Mayor Perciak and All Members of Council

AN ORDINANCE AMENDING SECTION 1 OF ORDINANCE NO. 2011-103 TO INCREASE THE NOT TO EXCEED AMOUNT IN CONNECTION WITH RETENTION OF SPECIAL LEGAL COUNSEL AS LEAD TRIAL COUNSEL UNDER A JOINT REPRESENTATION AGREEMENT IN PENDING LITIGATION, AND DECLARING AN EMERGENCY.

WHEREAS, through passage of Ordinance No. 2011-103, this Council approved and authorized the Mayor to employ special legal counsel with other municipalities and to execute a Lead Trial Counsel Joint Representation Agreement with attorney Stephen M. O'Bryan and the law firm of Taft, Stettinius & Hollister LLP, for their services in connection with pending litigation against the City of Strongsville and some 61 other municipalities in the Cuyahoga County Common Pleas Court entitled *Northeast Ohio Regional Sewer District v. Bath Township, Ohio, et al.*, Case No. CV-10-714945, and involving a proposed Stormwater Program and related fee/tax; and

WHEREAS, the City's Law Director now has recommended that due to unanticipated circumstances in preparation for and trial of the case, it will be necessary to amend Section 1 of Ordinance No. 2011-103 in order to allocate additional funds to be utilized for payment of invoices and billings arising from such special legal services, which are being shared with certain other defendant municipalities;

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

**Section 1.** That Section 1 of Ordinance No. 2011-103 is hereby amended to read in its entirety as follows:

**"Section 1.** That the Mayor and Law Director be and are hereby authorized and directed to execute a Lead Trial Counsel Joint Representation Agreement with attorney **STEPHEN M. O'BRYAN** and the law firm of **TAFT, STETTINIUS & HOLLISTER LLP**, in order to assist the Law Department in representing the City in all aspects of the *NEORS*D litigation, and in accordance with said Agreement and the hourly rates contained therein which are on file with the City's Law Department, but in a total amount not to exceed ~~Fifteen~~ **Thirty-Two** Thousand Dollars (\$4532,000.00)."

**CITY OF STRONGSVILLE, OHIO**  
**ORDINANCE NO. 2012 - 008**  
**Page 2**

**Section 2.** That the funds for the purposes of this Ordinance 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.

**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 amend the prior Ordinance in order to provide for additional funds for payment of special outside legal services to protect the legal interests of the City and its property owners along with other municipalities with common interests in significant pending litigation, 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	_____	_____
Daymut	_____	_____
DeMio	_____	_____
Dooner	_____	_____
Maloney	_____	_____
Schonhut	_____	_____
Southworth	_____	_____

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

ORD. No. 2012-008 Removed: \_\_\_\_\_  
 1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 \_\_\_\_\_  
 Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2012 - 009

By: Mayor Perciak and All Members of Council

**AN ORDINANCE TO APPROVE AND ADOPT  
REPLACEMENT PAGES TO THE CODIFIED  
ORDINANCES OF THE CITY, REPEALING ORDINANCES  
AND RESOLUTIONS IN CONFLICT THEREWITH, AND  
DECLARING AN EMERGENCY.**

WHEREAS, in order to conform with the changes adopted by the Ohio General Assembly and with current State law as required by the Ohio Constitution, it is necessary for the City to amend certain provisions within its Traffic and General Offenses Codes; and

WHEREAS, various ordinances of a general and permanent nature have been passed by Council which now should be included in the Codified Ordinances; and

WHEREAS, Council has heretofore entered into a contract with the Walter H. Drane Company to prepare and publish the aforesaid amendments;

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

**Section 1.** That the additions and amendments to the Traffic and General Offenses Codes of the Codified Ordinances of the City of Strongsville, as prepared by the Walter H. Drane Company in order to comply with current State law, be and are hereby approved and adopted; and the ordinances of Strongsville of a general and permanent nature, as revised, re-codified, rearranged and consolidated into component codes, titles, chapters and sections within the 2011 replacement pages to the Codified Ordinances be and are hereby approved and adopted, all as set forth in Exhibit "A" attached hereto and incorporated herein by reference.

**Section 2.** That any other ordinances or resolutions or parts thereof in conflict with any of the above Ordinances shall, to the extent of any conflict, be and are hereby repealed.

**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. 2012-009**  
**Page 2**

**Section 4.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City; and for the further reason that there exists an imperative necessity for the earliest publication and distribution of the aforesaid amendments to the Codified Ordinances to the officials and residents of the City, so as to facilitate the administration and daily operation of the City and its departments, and to avoid practical and legal entanglements. 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	_____	_____
Daymut	_____	_____
DeMio	_____	_____
Dooner	_____	_____
Maloney	_____	_____
Schonhut	_____	_____
Southworth	_____	_____

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

ORD. No. 2012-009 Removed: \_\_\_\_\_  
 1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 \_\_\_\_\_  
 Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

### EXHIBIT "A"

<u>Ord. No.</u>	<u>Date</u>	<u>C.O. Section</u>
2010-096	6-6-11	1240.08, 1242.07, 1252.02, 1252.37, 1254.03
2011-029	2-7-11	250.01
2011-043	4-4-11	266.01 to 266.05, 266.07, 266.08, 266.11, 266.12, 266.14 to 266.20
2011-050	4-4-11	252.05
2011-051	4-4-11	880.02, 880.03
2011-054	4-4-11	1262.04
2011-055	6-20-11	1242.07, 1258.03
2011-061	4-4-11	250.03
2011-093	9-19-11	1262.05
2011-104	7-18-11	234.01, 234.02
2011-127	9-6-11	250.01
2011-186	11-21-11	266.05
2011-188	11-21-11	250.10
2011-189	12-5-11	254.01 to 254.04
2011-195	12-19-11	1404.01
2011-196	12-19-11	1406.01
2011-197	12-19-11	1480.01
2011-204	12-19-11	266.03
2011-206	12-19-11	Repeals Ch. 656
2011-215	12-19-11	210.11
2011-216	12-19-11	220.07
2012-004	1-3-12	252.01

## EXHIBIT "A" (Cont.)

### Traffic Code

434.01	Driving or Physical Control While Under the Influence. (Amended)
436.01	Driver's License or Commercial Driver's License Required. (Amended)
436.02	Permitting Operation Without a Valid License. (Amended)
436.05	Wrongful Entrustment of a Motor Vehicle. (Amended)
436.06	Display of License. (Amended)
436.07	Driving Under License Suspension or Restriction. (Amended)
436.071	Driving Under OVI Suspension. (Amended)
436.072	Driving Under Financial Responsibility Law Suspension or Cancellation. (Amended)
436.073	Driving Without Complying With License Reinstatement Requirements. (Amended)
436.074	Driving Under License Forfeiture or Child Support Suspension. (Added)
436.12	Stopping After Accident Upon Streets. (Amended)
436.13	Stopping After Accident Upon Property Other Than Street. (Amended)
436.14	Vehicle Accident Resulting in Damage to Realty. (Amended)
438.23	Windshield and Windshield Wipers. (Amended)
474.02	Riding Upon Seats; Handlebars; Helmets. (Amended)

### General Offenses Code

606.01	Definitions. (Amended)
606.02	Classification of Offenses. (Amended)
606.10	Falsification. (Amended)
606.23	Detention of Shoplifters. (Amended)
612.07	Open Container Prohibited. (Amended)
624.03	Drug Abuse; Controlled Substance Possession. (Amended)
630.05	Cheating. (Amended)
636.14	Misuse of 9-1-1 System. (Amended)
636.155	Telecommunication Harassment. (Amended)
642.02	Petty Theft. (Amended)
642.05	Unauthorized Use of Property. (Amended)
642.09	Arson. (Amended)
642.14	Passing Bad Checks. (Amended)
642.15	Misuse of Credit Cards. (Amended)
642.17	Criminal Simulation. (Amended)
642.18	Tampering With Records. (Amended)
642.19	Securing Writings by Deception. (Amended)
642.21	Defrauding Creditors. (Amended)
642.22	Receiving Stolen Property. (Amended)
642.29	Insurance Fraud. (Amended)
648.07	Inducing Panic. (Amended)
648.08	Making False Alarms. (Amended)
672.04	Improperly Handling Firearms in a Motor Vehicle. (Amended)
698.02	Penalties for Misdemeanors. (Amended)

## EXHIBIT "A" (Cont.)

### Traffic Code

434.01 Driving or Physical Control While Under the Influence. (Requires offenders to provide proof of financial responsibility in subsections (h)(6) and (i)(4).)

436.01 Driver's License or Commercial Driver's License Required. (Adds new subsection (b) allowing introduction into evidence of a report or record of the Registrar showing that the alleged offender did not have a license at the time of the violation.)

436.02 Permitting Operation Without Valid License. (Adds provision that failure of an offender to complete a term of community service may be punished as indirect criminal contempt.)

436.05 Wrongful Entrustment of a Motor Vehicle. (Changes the penalty for a violation of this section to an unclassified misdemeanor.)

436.06 Display of License. (Changes the penalty for a violation of this section to an unclassified misdemeanor.)

436.07 Driving Under Suspension or License Restriction. (Authorizes court to order immobilization or forfeiture of a vehicle and requires offender to provide proof of financial responsibility.)

436.071 Driving Under OVI Suspension. (Requires offender to provide proof of financial responsibility.)

436.072 Driving Under Financial Responsibility Law Suspension or Cancellation. (Requires offender to provide proof of financial responsibility and permits introduction into evidence of report from Registrar showing offender was under financial responsibility law suspension at time of offense.)

436.073 Driving Without Complying With License Reinstatement Requirements. (Changes penalty to an unclassified misdemeanor and permits introduction into evidence of a report of the Registrar showing that the offender's license had not been reinstated at the time of the violation.)

436.074 Driving Under License Forfeiture or Child Support Suspension. (Adds new offense of driving under license forfeiture or child support suspension.)

436.12 Stopping After Accident Upon Streets. (Requires offender to provide proof of financial responsibility.)

436.13 Stopping After Accident Upon Property Other Than Streets. (Requires offender to provide proof of financial responsibility.)

436.14 Vehicle Accident Resulting in Damage to Realty. (Requires offender to provide proof of financial responsibility.)

### Traffic Code (Cont.)

438.23 Windshield and Windshield Wipers. (Exempts certain vehicles that have an electronic device in the front windshield from requirement that front windshield must be unobstructed in subsection (b).)

474.02 Riding Upon Seats; Handlebars; Helmets. (Establishes conditions under which person with a temporary instruction permit may operate a motorcycle in subsection (I).)

### General Offenses Code (Cont.)

606.01 Definitions. (Adds Ohio R.C. reference to subsection (i)(1); adds new subsections (n) and (o) and rennumbers subsequent subsections.)

606.02 Classification of Offenses. (Changes "effective date of this amendment" to "January 1, 2004" in subsection (d).)

606.10 Falsification. (Increases the threshold amount from \$500 to \$1000 for determining whether a violation of the section is a misdemeanor.)

606.23 Detention of Shoplifters. (Offers an offender the opportunity to complete a pretrial diversion program under subsection (c)(4).)

612.07 Open Container Prohibited. (Changes definition of "outdoor performing arts center" to a location of not less than 150 acres in subsection (c)(3)B.2.)

624.03 Drug Abuse; Controlled Substance Possession or Use. (Adds possession of "spice" as a minor misdemeanor offense in subsection (c)(4).)

630.05 Cheating. (Increases the threshold amount from \$500 to \$1000 for determining whether a violation of the section is a misdemeanor.)

636.155 Telcommunications Harassment. (Increases the threshold amount from \$500 to \$1000 for determining whether a violation of the section is a misdemeanor.)

636.14 Misuse of 9-1-1 System. (Adds new subsections (c) to (e) prohibiting any person from using a 9-1-1 system for a purpose other than obtaining emergency service or from disclosing any improper information.)

642.09 Arson. (Increases the threshold amount from \$500 to \$1000 for determining whether a violation of the section is a misdemeanor.)

642.02 Petty Theft. (Increases the threshold amount from \$500 to \$1000 for determining whether a violation of the section is a misdemeanor.)

642.29 Insurance Fraud. (Increases the threshold amount from \$500 to \$1000 for determining whether a violation of the section is a misdemeanor.)

### General Offenses Code (Cont.)

642.05 Unauthorized Use of Property. (Increases the threshold amount from \$500 to \$1000 for determining whether a violation of the section is a misdemeanor.)

642.14 Passing Bad Checks. (Increases the threshold amount from \$500 to \$1000 for determining whether a violation of the section is a misdemeanor.)

642.15 Misuse of Credit Cards. (Increases the threshold amount from \$500 to \$1000 for determining whether a violation of the section is a misdemeanor.)

642.17 Criminal Simulation. (Increases the threshold amount from \$500 to \$1000 for determining whether a violation of the section is a misdemeanor.)

642.18 Tampering With Records. (Increases the threshold amount from \$500 to \$1000 for determining whether a violation of the section is a misdemeanor.)

642.19 Securing Writings by Deception. (Increases the threshold amount from \$500 to \$1000 for determining whether a violation of the section is a misdemeanor.)

642.21 Defrauding Creditors. (Increases the threshold amount from \$500 to \$1000 for determining whether a violation of the section is a misdemeanor.)

642.22 Receiving Stolen Property. (Increases the threshold amount from \$500 to \$1000 for determining whether a violation of the section is a misdemeanor.)

648.07 Inducing Panic. (Increases the threshold amount from \$500 to \$1000 for determining whether a violation of the section is a misdemeanor.)

648.08 Making False Alarms. (Increases the threshold amount from \$500 to \$1000 for determining whether a violation of the section is a misdemeanor.)

672.04 Improperly Handling Firearms in a Motor Vehicle. (Deletes former subsection (a) which is now a felonious violation and renumbers subsections.)

698.02 Penalty. (Amends subsection (a)(1) to add prohibition of introducing an award of restitution under this section into a civil action.)

**CITY OF STRONGSVILLE, OHIO**

**RESOLUTION NO. 2012 – 010**

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

**A RESOLUTION IN SUPPORT OF THE PASSAGE OF  
THE FIVE (5) YEAR STRONGSVILLE SCHOOL  
RENEWAL LEVY (ISSUE NO. 14) ON THE MARCH 6,  
2012 BALLOT.**

WHEREAS, the Strongsville City School District has determined that it should seek approval for renewal of a 6-mill tax levy for current expenses for a period limited to five (5) years commencing in 2012 and first due and available to the School District in 2013; and

WHEREAS, the question of the 6-mill renewal tax levy will be submitted to the electors of the City at the regular primary election held on March 6, 2012; and

WHEREAS, funds generated by the levy are necessary to ensure the highest quality education of the community's students with no increase in current taxes; and

WHEREAS, a highly-performing school district serves to facilitate the attraction of prospective employees and their families to the area, thereby enhancing economic development and encouraging prospective employers to relocate their operations to the City's business parks; and

WHEREAS, property values for homes in communities with highly-performing school districts increase more rapidly over time; and

WHEREAS, a top performing school district also produces a vibrant, multi-generational community because there is a consistent and ongoing influx of new families with school-age children purchasing housing stock from long-time residents;

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

**Section 1.** That this Council hereby supports and urges all residents to vote in favor of the Strongsville City School District's renewal levy of 6 mills for a period of five (5) years, which will be on the ballot as Issue No. 14 at the election to be held on March 6, 2012.

**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 the Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

CITY OF STRONGSVILLE, OHIO  
RESOLUTION NO. 2012- 010  
Page 2

**Section 3.** That this Resolution shall take effect and be in force immediately upon its passage and approval by the Mayor.

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

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

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

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Daymut	_____	_____
DeMio	_____	_____
Dooner	_____	_____
Maloney	_____	_____
Schonhut	_____	_____
Southworth	_____	_____

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

*RES. 2012-010*  
~~ORD.~~ No. 2012-010 Removed: \_\_\_\_\_  
1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
\_\_\_\_\_  
Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_