

City of Strongsville

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October 16, 2014

City Council

Michael J. Daymut
President of Council
Ward 1

Matthew A. Schonhut
Ward 2

James E. Carbone
Ward 3

J. Scott Maloney
Ward 4

Joseph C. DeMio
At-Large

Kenneth M. Dooner
President Pro Tem
At-Large

Duke Southworth
At-Large

Aimee Pientka, CMC
Clerk of Council
aimee.pientka@strongsville.org

Tiffany Mekeel
Assistant Clerk of Council
tiffany.mekeel@strongsville.org

MEETING NOTICE

City Council has scheduled the following meetings for **Monday, October 20, 2014**, 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.

Public Safety and Health Committee will meet to discuss Ordinance Nos. 2014-178 and 2014-186.

Communications and Technology Committee will meet to discuss Ordinance Nos. 2014-191, 2014-192 and 2014-193.

Recreation and Community Services Committee will meet to discuss Ordinance No. 2014-194.

Finance Committee will meet to discuss Ordinance Nos. 2014-195 and 2014-196.

Planning Zoning and Engineering Committee will meet to discuss Ordinance No. 2014-197.

Public Service and Conservation Committee will meet to discuss Ordinance No. 2014-198 and 2014-199.

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

Committee of the Whole will meet to discuss Ordinance Nos. 2014-200, 2014-201, 2014-202 and 2014-203.

A motion will be made to adjourn into **Executive Session** to discuss with members of Council personnel matters involving the compensation of certain public employees.

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, CMC
Clerk of Council

STRONGSVILLE CITY COUNCIL REGULAR MEETING
MONDAY, OCTOBER 20, 2014 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:
 - *Council Meeting – October 6, 2014*
6. APPOINTMENTS AND CONFIRMATIONS:
7. REPORTS OF COUNCIL COMMITTEES:
 - SOUTHWEST GENERAL HEALTH SYSTEM – Mr. Southworth:
 - SCHOOL BOARD – Mr. Carbone:
 - BUILDING AND UTILITIES – Mr. Schonhut:
 - COMMUNICATIONS AND TECHNOLOGY – Mr. Schonhut:
 - 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. 2014-178 by Mayor Perciak and All Members of Council. AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT TO PROVIDE PUBLIC SAFETY DISPATCH SERVICES TO THE CITY OF BEREA, AND DECLARING AN EMERGENCY. First reading 09-15-14. Second reading 10-06-14.
- Ordinance No. 2014-186 by Mayor Perciak and Mr. DeMio. AN ORDINANCE RATIFYING, AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO AGREEMENTS WITH TAC COMPUTER, INC. FOR CONTINUATION OF COMPUTER SOFTWARE AND MAINTENANCE SERVICES FOR THE STRONGSVILLE POLICE AND FIRE DEPARTMENTS, INCLUDING THE CITY'S REGIONAL PUBLIC SAFETY DISPATCH CENTER, FOR THE REMAINDER OF 2014 AND FOR 2015, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY. First reading 10-06-14.
- Ordinance No. 2014-191 by Mayor Perciak and Mr. Schonhut. AN ORDINANCE AMENDING SECTION 1 OF ORDINANCE NO. 2014-002 TO INCREASE THE DOLLAR AMOUNT AUTHORIZED FOR THE PURCHASE OF COMPUTER, PRINTER, SCANNER, NETWORKING HARDWARE AND SUPPLIES, IN SUPPORT OF THE CITY'S TECHNOLOGY NEEDS, INCLUDING THE NEW CONSOLIDATED DISPATCH CENTER, BY THE DIRECTOR OF COMMUNICATION & TECHNOLOGY THROUGH CDW GOVERNMENT, LLC, UNDER OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES CONTRACTS; AND DECLARING AN EMERGENCY.
- Ordinance No. 2014-192 by Mayor Perciak and Mr. Schonhut. AN ORDINANCE AMENDING SECTION 1 OF ORDINANCE NO. 2014-004 TO INCREASE THE DOLLAR AMOUNT AUTHORIZED FOR PURCHASE OF COMPUTER HARDWARE AND OTHER PRODUCTS, PARTS AND ACCESSORIES, AND REPAIR SERVICES, BY THE DIRECTOR OF COMMUNICATION & TECHNOLOGY WITH DELL MARKETING L.P., UNDER OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES CONTRACTS DUE TO THE CITY'S NEW CONSOLIDATED DISPATCH CENTER; AND DECLARING AN EMERGENCY.
- Ordinance No. 2014-193 by Mr. Schonhut. AN ORDINANCE RATIFYING AND AUTHORIZING THE MAYOR TO ENTER INTO STATE OF OHIO ADMINISTRATIVE SERVICES CONTRACTS FOR THE PURCHASE OF EQUIPMENT, SUPPLIES, INSTALLATION, MAINTENANCE, REPAIRS AND OTHER SERVICES FOR THE GENERAL RADIO NEEDS OF THE CITY, INCLUDING THE CONSOLIDATED DISPATCH CENTER, AND DECLARING AN EMERGENCY.
- Ordinance No. 2014-194 by Mr. Southworth. AN ORDINANCE AUTHORIZING THE DISPOSAL OF CERTAIN YOUTH CHAIRS UTILIZED BY THE RECREATION DEPARTMENT AND NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE.
- Ordinance No. 2014-195 by Mayor Perciak and Mr. Dooner. AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO AGREEMENT(S) TO PURCHASE PROPERTY-CASUALTY AND RELATED INSURANCE COVERAGES, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.

- Ordinance No. 2014-196 by Mayor Perciak. AN ORDINANCE MAKING APPROPRIATIONS FOR THE ANNUAL EXPENSES AND OTHER EXPENDITURES OF THE CITY OF STRONGSVILLE, OHIO FOR THE YEAR 2014 AND REPEALING ORDINANCE NUMBER 2014-190.
- Ordinance No. 2014-197 by Mr. Maloney. AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE LOCATED AT ROYALTON ROAD AND WEST 130TH STREET, IN THE CITY OF STRONGSVILLE FROM LB (LOCAL BUSINESS) CLASSIFICATION TO MS (MOTORIST SERVICE) CLASSIFICATION (PART OF PPN 399-01-005).
- Ordinance No. 2014-198 by Mr. Carbone. AN ORDINANCE AMENDING SECTION 2 OF ORDINANCE NO. 2013-222 TO INCREASE THE APPROPRIATED CONTRACT NOT-TO-EXCEED AMOUNT WITH SCHULTZ FLUID HANDLING FOR ADDITIONAL ITEMS REQUIRED BY THE DEPARTMENT OF PUBLIC SERVICE TO REPAIR THE PUMPS AT THE CITY'S WASTEWATER TREATMENT FACILITIES, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.
- Ordinance No. 2014-199 by Mayor Perciak and Mr. Carbone. AN ORDINANCE RATIFYING, APPROVING AND AUTHORIZING THE MAYOR TO MAKE VARIOUS PURCHASES OF MISCELLANEOUS SUPPLIES, MATERIALS AND EMERGENCY ITEMS AS NEEDED BY THE CITY'S SERVICE DEPARTMENT AND OTHER CITY DEPARTMENTS, ALL WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.
- Ordinance No. 2014-200 by Mayor Perciak and All Members of Council. AN ORDINANCE DECLARING IMPROVEMENTS TO CERTAIN PARCELS OF REAL PROPERTY TO BE A PUBLIC PURPOSE, DESCRIBING THE PUBLIC IMPROVEMENTS TO BE MADE TO DIRECTLY BENEFIT SUCH PARCELS, REQUIRING THE OWNERS OF THE IMPROVEMENTS ON SUCH PARCELS TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES, ESTABLISHING A GETGO 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. 2014-201 by Mayor Perciak and All Members of Council. AN ORDINANCE DECLARING IMPROVEMENTS TO CERTAIN PARCELS OF REAL PROPERTY TO BE A PUBLIC PURPOSE, DESCRIBING THE PUBLIC IMPROVEMENTS TO BE MADE TO DIRECTLY BENEFIT SUCH PARCELS, REQUIRING THE OWNERS OF THE IMPROVEMENTS ON SUCH PARCELS TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES, ESTABLISHING A PROSPECT/ALBION 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. 2014-202 by Mayor Perciak and All Members of Council. AN ORDINANCE DECLARING IMPROVEMENTS TO CERTAIN PARCELS OF REAL PROPERTY TO BE A PUBLIC PURPOSE, DESCRIBING THE PUBLIC IMPROVEMENTS TO BE MADE TO DIRECTLY BENEFIT SUCH PARCELS, REQUIRING THE OWNERS OF THE IMPROVEMENTS ON SUCH PARCELS TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES, ESTABLISHING A WHITNEY/PEARL 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. 2014-203 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE STRONGSVILLE CITY SCHOOL DISTRICT FOR THE CITY TO PROVIDE ROAD SALT DURING THE 2014-2015 WINTER SEASON, AND DECLARING AN EMERGENCY.

11. COMMUNICATIONS, PETITIONS AND CLAIMS:

- *Application for Permit: **NEW D5I: To: Sacoh Holdings LLC, DBA: O'Charleys, 8913 Pearl Road, Strongsville, Ohio 44136 (Responses must be postmarked no later than 11/06/2014).***

- *Application for Permit: **TRFO D5-D6: To: Delmonica LLC, DBA: The Paddywagon & Patio, 7990 West 130th Street, Strongsville, Ohio 44136 (Responses must be postmarked no later than 11/03/2014).***

12. MISCELLANEOUS BUSINESS:

13. ADJOURNMENT:

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – 178

By: Mayor Perciak and All Members of Council

**AN ORDINANCE APPROVING AND AUTHORIZING THE
MAYOR TO ENTER INTO AN AGREEMENT TO PROVIDE
PUBLIC SAFETY DISPATCH SERVICES TO THE CITY OF
BEREA, AND DECLARING AN EMERGENCY.**

WHEREAS, Ohio Revised Code Section 737.04 authorizes the legislative authority of any municipal corporation to enter into a contract with another municipal corporation, upon any terms that are agreed upon, for police protection services; and

WHEREAS, Ohio Revised Code Section 9.60 authorizes a governmental entity to contract with another jurisdiction to obtain fire protection or emergency medical services; and

WHEREAS, the cities of Strongsville and Berea are both charter municipalities with constitutionally-granted home rule powers; and

WHEREAS, Berea seeks to obtain additional police and fire protection services from the City of Strongsville in the form of dispatch services ("Public Safety Services"); and

WHEREAS, in February, 2014, Strongsville entered into a similar arrangement with the City of North Royalton for consolidated dispatch services through adoption of Ordinance No. 2014-012; and

WHEREAS, on September 9, 2014, the City of Olmsted Falls authorized its Mayor to enter into an agreement with Strongsville for such consolidated dispatch services through adoption of their Ordinance No. 99-2014, and which Agreement has been submitted to this Council for its approval; and

WHEREAS, it is now the desire of Strongsville and Berea to provide for public safety dispatch services at Strongsville's consolidated Dispatch Center located currently at 13213 Pearl Road, in accordance with the terms and conditions set forth herein; and

WHEREAS, the parties desire to evidence their agreement that the City of Strongsville will provide dispatch services to the City of Berea in exchange for compensation, and to evidence their respective responsibilities and obligations thereunder, all as set forth in the Agreement attached hereto and incorporated herein as Exhibit 1; and

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2014 – 178
Page 2

WHEREAS, the Berea City Council has duly passed on _____, an Ordinance (No. _____), authorizing this Agreement with Strongsville for purchase of such public safety services.

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

Section 1. That for the foregoing reasons, this Council approves and authorizes the Mayor to enter into an Agreement with the City of Berea to provide certain Dispatch Services to Berea, based upon various terms and conditions reflected in an "Agreement for Public Safety Dispatch Services between the City of Strongsville, Ohio and the City of Berea, Ohio," all in substantially the form attached hereto as Exhibit 1, but subject to final adjustment by the Law Director.

Section 2. That the Mayor, Human Resources Director, Director of Finance, Director of Communication & Technology, and Director of Public Safety be and are hereby otherwise authorized to do whatever is reasonably necessary to implement and effectuate this Agreement.

Section 3. 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 2014 and shall be paid from the General Fund, and from any federal, state or county grant funding which may become available for this purpose.

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

Section 5. That this Ordinance is hereby declared an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and further to ensure continuity of vital City communications operations and functions directly related to public safety, to facilitate applications for various related federal, state and/or county grants, 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: _____

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2014 - 178
Page 3

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

Attest: _____
Clerk of Council

ORD. No. 2014-178 Amended: _____
1st Rdg. 09-15-14 Ref: PS + H
2nd Rdg. 10-06-14 Ref: " "
3rd Rdg. _____ Ref: _____

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

AGREEMENT FOR PUBLIC SAFETY DISPATCH SERVICES
BETWEEN THE CITY OF STRONGSVILLE, OHIO AND
THE CITY OF BEREA, OHIO

This Agreement is entered into as of this ___ day of _____, 2014, by and between the **CITY OF STRONGSVILLE, OHIO** ("Strongsville"), an Ohio Municipal Corporation, with principal offices located at 16099 Foltz Parkway, Strongsville, Ohio 44149, and the **CITY OF BEREA, OHIO** ("Berea"), an Ohio Municipal Corporation, with principal offices located at 11 Berea Commons, Berea, Ohio 44017.

WHEREAS, Ohio Revised Code Section 737.04 authorizes the legislative authority of any municipal corporation to enter into a contract with another municipal corporation, upon any terms that are agreed upon, for police protection services; and

WHEREAS, Ohio Revised Code Section 9.60 authorizes a governmental entity to contract with another jurisdiction to obtain fire protection or emergency medical services; and

WHEREAS, Strongsville and Berea are both charter municipalities with constitutionally-granted home rule powers; and

WHEREAS, Berea seeks to obtain additional police and fire protection services from the City of Strongsville in the form of dispatch services ("Public Safety Services"); and

WHEREAS, the Strongsville City Council on _____, 2014, passed Ordinance No. _____, authorizing this Agreement with Berea for public safety services; and

WHEREAS, the Berea City Council on _____, 2014 passed Ordinance No. _____, authorizing this Agreement with Strongsville for purchase of public safety services; and

WHEREAS, it is the desire of Strongsville and Berea to provide for public safety services in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and agreements herein contained, the parties, intending to be legally bound, agree as follows:

ARTICLE I – PUBLIC SAFETY DISPATCH SERVICES

A. Dispatch Services: Strongsville, through its dispatch center located at the City's Communications Center at 13213 Pearl Road, Strongsville, Ohio, ("Dispatch Center"), agrees to dispatch Berea Police Department and Fire Department calls, on a twenty-four (24) hour basis, to authorized personnel of the Berea Police Department and the Berea 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 ("Dispatch Services"). Dispatch Services include but are not limited to the following: dispatching of Berea police, fire, EMS and service resources on emergency and non-emergency incidents, tracking and documenting the activity of Strongsville personnel providing

EM

dispatch services to Berea on incidents, providing communication support on incidents, providing routine call information data, maintaining Dispatch Services to be Police LEADS capable, and fire station alerting system. The Dispatch Services including processing of calls, to be made available and provided to Berea shall be equivalent to those Dispatch Services that are provided to the City of Strongsville, and any and all other communities served by Strongsville Dispatch.

B. Dispatch Services Equipment: Strongsville shall furnish all equipment necessary to provide the Dispatch Services to Berea, including but not limited to all initial base station radio equipment, furniture, consoles and telephone equipment directly related to dispatch functions, and shall routinely maintain such equipment in a reasonable manner. All decisions relating to the provision, maintenance, upgrading, and replacement of such equipment are and shall remain within the sole discretion of Strongsville. However, the parties agree that notice of major capital expenditures which may impact Berea shall be provided thirty (30) days prior to implementation; with payment to be governed by Article I(F) hereafter.

Berea shall provide all equipment necessary to receive the Dispatch Services in the field provided by Strongsville, including portable radios, mobile radios, mobile data terminals, in-car radio equipment, video cameras and monitors, and any other communications equipment, and shall maintain and replace such equipment in a manner that ensures compatibility with Strongsville's provision of Dispatch Services. Berea agrees to update and/or replace all equipment necessary to receive the Dispatch Services provided by Strongsville as may be necessary to ensure the provision of Dispatch Services.

Berea acknowledges that Strongsville in the future may incur additional costs in upgrading, repairing, and replacing equipment necessary to provide the Dispatch Services for the benefit of Berea and other communities. Berea and Strongsville agree to negotiate, in good faith, their respective responsibility for any such costs for the benefit of Berea that are not reimbursed by grants.

Berea shall be solely responsible to individually pay for its own user fees for all ancillary subscription services, including but not limited to LEADS, CAD, RMS, MDC airtime, public notification, reverse 911 system, Code Red Alert System, and staff call-in systems.

C. Certain Support Services: Strongsville shall further provide Berea with data entry and/or related clerical services, specifically limited to those necessary to comply with applicable LEADS requirements. Strongsville also agrees to provide prisoner booking and housing services subject to applicable daily fees, capacity limitations, and other routine terms and conditions which are reflected in the Strongsville Police Department's normal Agreement for Prisoner Housing, a copy of which is attached hereto and incorporated herein.

D. Personnel: Strongsville shall provide all personnel necessary to provide Dispatch Services to Berea. All staffing issues, including the number of dispatchers working at any given time, shall be determined by the Strongsville Chief of Police, Fire Chief and Safety Director. Strongsville shall be solely responsible for the management of all Dispatch Center personnel and all personnel-related issues are within the sole management discretion of Strongsville.

Strongsville agrees after the effective date of this Agreement and prior to the commencement of services date to increase the total number of dispatchers employed by

Strongsville as necessary within its discretion to handle the increased volume of dispatch activity generated as a result of this Agreement. Any additional positions created shall be either full-time or part-time bargaining unit positions. Thereafter, during the term of this Agreement, Strongsville will have the sole right within its discretion to hire and employ additional full-time dispatchers through the Civil Service process, as well as additional part-time dispatchers independent of the Civil Service process.

All dispatchers who are hired will become employees of the City of Strongsville. Subject to legal provisions and waiver of civil service requirements, preference for initial positions will be offered to applicants who are currently full-time or part-time public safety dispatchers in Berea, but their employment is not guaranteed, and is specifically conditioned, among other things, on all of the following:

- (1) Any personnel seeking to be hired must meet all routine City of Strongsville employment requirements for public safety dispatcher.
- (2) All accrued benefits for such applicants including but not limited to vacation leave, sick leave (subject to State law provisions), longevity, personal leave and union benefits shall have been utilized and/or paid off by Berea prior to their date of hire by the City of Strongsville. Berea agrees to reimburse Strongsville for any transfers of employee sick leave which may individually exceed four (4) weeks due to an employee invoking State law provisions.
- (3) Any prior dispatcher appointed for employment as a dispatcher by the City of Strongsville will become a member of the applicable Strongsville bargaining unit and subject to the terms of the City of Strongsville applicable bargaining unit agreement ("CBA").
- (4) Any dispatchers appointed by the City of Strongsville shall be deemed to be strictly new employees with regard to any provision of the applicable CBA including seniority, layoff order, and any other benefits or privileges that accrue with time.
- (5) Any full-time dispatchers hired/employed by Strongsville shall become civil service employees, and be subject to the applicable one-year probationary period.
- (6) Berea shall be solely responsible for any necessary training of dispatchers under their current employment who are anticipated to become employees of the City of Strongsville. Once they become employees of the City of Strongsville, the required certifications and training of such new personnel shall be the sole responsibility and expense of the City of Strongsville.

Berea agrees that it will be solely responsible for undertaking arrangements to cause the de-certification of their current collective bargaining unit for dispatchers, if deemed necessary by Berea, which should be accomplished prior to any employees being hired. Evidence of such de-certification, if any, will be provided to Strongsville. Berea will be solely responsible and liable in this regard for any claims, actions, grievances or legal issues arising under its collective bargaining agreement with its dispatchers and arising as a result of entering into this Agreement.

The parties agree that, in the event this Agreement is terminated, Strongsville will experience a lack of work and/or lack of funds and will not be obligated to retain any new dispatch positions created by this Agreement. The parties further agree, in the event this Agreement is terminated, that layoffs of dispatch personnel shall occur in accordance with the

collective bargaining agreement then in effect between the City of Strongsville and the Fraternal Order of Police Parma Lodge 15 (Dispatchers) or any other applicable agreement then in effect.

E. Operating Procedures/Operations: Control of operating procedures and operations for the dispatch center shall generally rest within the sole discretion of Strongsville. However, Strongsville agrees to undertake consultations in advance with the Berea and any other contracting communities regarding any proposed material changes in operating procedures or policies, through a joint advisory board composed of two (2) representatives from each contracting community, being the Police and Fire Chiefs of each participating municipality/township or their respective designees. The board shall be established to meet periodically and make non-binding recommendations to the City of Strongsville concerning such operating procedures or policies, including but not limited to review, revisions and recommended changes concerning training standards and requirements; standard operating guidelines, policies and procedures; and purchasing and replacement of technical equipment to enhance operations and public safety. Supervision and management over dispatch personnel shall lie solely with the City of Strongsville. Notwithstanding the above, nothing undertaken by the City of Strongsville in connection with its operation of the dispatch center shall materially interfere with the standard operating procedures, response protocols, or other internal operations of the Berea or the other various individual contracting communities. Notwithstanding the above, the parties will utilize best efforts to seek maximum participation by all communities in the process of determining future procedures and policies for dispatch center operations.

F. Payment for Dispatch Services: Berea, in consideration of the provision of the Dispatch Services outlined herein, agrees to pay Strongsville the amount of Twenty-Five Thousand Dollars (\$25,000.00) per month by the first (1st) of each month for Dispatch Services provided in that month, for a total annual fee of Three Hundred Thousand Dollars (\$300,000.00) through December 31, 2015.

The parties agree to meet directly and/or through the Advisory Board by July 31st of each calendar year, or such other date as is mutually agreeable, to evaluate the sufficiency of payments for future Dispatch Services and to discuss in good faith any proposed changes whether increases or decreases in user fees based on an operational cost analysis to include evaluation of costs distribution, changes in workloads, economies of scale and labor costs.

In any event, if workload volume directly related to Berea increases to a point that additional staffing becomes necessary, the City of Strongsville may within its sole discretion, but after consultation with Berea, increase monthly fees, and if announced by October 1st for the following calendar year. Notwithstanding, the parties further agree that the foregoing monthly payments shall increase, as necessary, to cover any additional expenses, including contractual wage increases, health insurance increases, and other personnel-related costs, associated with Strongsville's cost of employing the additional dispatch personnel necessary to provide Dispatch Services to Berea. Strongsville shall notify Berea, in writing, of any such additional expenses at least thirty (30) days prior to the effective date of any increase in payment to Strongsville for dispatch services.

G. No Obligation to Respond/No Liability: This Agreement is not intended to and shall not be construed to require Strongsville to respond beyond the dispatch function to calls or incidents whether of a law enforcement, fire or EMS basis, nor to otherwise provide law enforcement services for events that occur in Berea. In this regard, Strongsville shall have no

liability or responsibility for the actions, errors, omissions or negligence of the Berea Police or Fire safety forces or service personnel in responding to any dispatch calls taken through the Dispatch Center. And Berea shall maintain proper levels of insurance in this regard. Notwithstanding this provision, Strongsville may render assistance in accordance with Ohio law, any current mutual aid agreements, and/or any current agreements for dispatch services.

ARTICLE II – TERM/TERMINATION

It is estimated that Strongsville shall begin providing the Public Safety Services at twelve a.m. on January 1, 2015 or as soon thereafter as Strongsville reasonably determines that all training, staffing, systems (including LEADS), and operational prerequisites are set in place and ready (“commencement of services date”). In the interim, the Berea shall continue to maintain their current dispatch services and shall provide necessary support to Strongsville for transition efforts. This Agreement shall remain in effect for an initial term of one (1) year, but will renew automatically from year to year unless terminated upon six (6) months advance written notice by either party terminating the Agreement, with or without cause for any reason or no reason.

ARTICLE III – FEMA GRANT

The City of Strongsville intends to seek, and has requested, the transfer of an Assistance to Firefighters Grant Program grant award from FEMA (U.S. Department of Homeland Security) originally directed to and held by the City of Olmsted Falls, to, among other things, support and reimburse Strongsville for its substantial costs already expended for establishment and build-out of the within combined dispatch center for such things as hardware, physical equipment, consoles and systems. However, to the extent possible, it is further intended that such grant would be available for future reimbursement of expenditures made by individual dispatch-participant communities for purchases of items of equipment which become assets of that particular community and are necessary for them to receive the Dispatch Services consistent with Article I Section B of this Agreement, provided such communities pay the required matching funds correlating to such grants if the County fails to provide sufficient matching funds. To more readily facilitate and implement the above, Strongsville will seek FEMA’s modification of the designated location to the Pearl Road address for the Dispatch Center, the transfer to Strongsville as grant administrator for the grant, and the transfer to Strongsville as grantee or fiscal officer for the grant. Therefore, to the extent applicable, Berea agrees to fully cooperate and do whatever is reasonably necessary, and execute whatever documents are required in order to facilitate transfer of the grant to the City of Strongsville and its designation as grant recipient.

ARTICLE IV – CUYAHOGA COUNTY SHARED SERVICES FUND

Strongsville also is likely to file an application and seek funding from Cuyahoga County through its Shared Services Fund in order to obtain funding for various aspects of the combined dispatch center, including those not eligible for funding under the FEMA grant, and/or dispatch or communication function, including purchase of equipment beneficial to those communities which receive the dispatch services. In such event, Berea agrees to fully cooperate and do whatever is reasonably necessary on its part to facilitate the application for and processing/implementation of such funding which will benefit some or all communities that are part of the combined dispatch center, including but not limited to Berea, Royalton, Strongsville and any others participating in the shared services. However, if Cuyahoga County for some reason should fail to provide all funding which has been requested, then in such event, the City

of Strongsville will have no further individual obligations arising from this Article, beyond the other terms and conditions of this Agreement.

In the event that funding from Cuyahoga County Shared Services is granted, Berea and the parties agree to establish procedures for implementation and prioritization of such funding.

ARTICLE V – PUBLIC RECORDS

The parties agree and acknowledge that records created pursuant to this Agreement may be public records under the Ohio Public Records Act and agree to coordinate with each other, in a timely manner, on responses to public records requests and with regard to determination of records schedules retention periods and times for destruction. Notwithstanding this provision, the parties agree that nothing in this Article shall be construed as limiting a party from responding to a public records request in accordance with Ohio law. Processes will be established to enable Berea to obtain access to its recordings of radio and telephone traffic.

ARTICLE VI – NOTICE

All notices required hereunder shall be in writing and delivered to the following addresses:

Strongsville:

Contact Name: Mayor Thomas P. Perciak
Address: 16099 Foltz Parkway, Strongsville, OH 44149
Telephone: 440-580-3100
e-mail: tom.perciak@strongsville.org

With a copy to:

Contact Name: Kenneth A. Kraus, Law Director
Address: 16099 Foltz Parkway, Strongsville, OH 44149
Telephone: 440-580-3145
e-mail: strongsville.law@strongsville.org

Berea:

Contact Name: Mayor Cyril Kleem
Address: Berea City Hall, 11 Berea Commons, Berea, OH 44017
Telephone: 440-826-5820
e-mail: ckleem@cityofberea.org

With a copy to:

Contact Name: James Walters, Law Director
Address: Berea City Hall, 11 Berea Commons, Berea, OH 44017
Telephone: 440-826-5831
e-mail: jwalters@cityofberea.org

Any notice or communication shall be deemed effectively given (a) on the date of delivery, if delivered by hand or (b) on the date mailed if sent by overnight express delivery or U.S. Mail.

ARTICLE VII – CERTIFICATION OF FUNDS

Ohio Revised Code Section 5705.41 requires Berea to certify that the funds necessary to pay for this Agreement have been appropriated and either collected or are in the process of collection. Berea and Strongsville acknowledge and agree this Agreement may automatically renew, and does not provide for a specified final term or end date.

Berea, in accordance with Ohio Revised Code Section 5705.41, will initially certify this Agreement for Three Hundred Thousand Dollars (\$300,000.00) and shall re-certify this Agreement each year it is in effect for such amounts as may be required to ensure its respective obligations under this Agreement. Upon obtaining the appropriation of additional funds, the Agreement shall be re-certified by the Treasurer or Finance Director of Berea; and a copy of the additional certification shall be provided to Strongsville's Finance Director.

Failure to certify additional funds, as required by this Agreement, shall be grounds for immediate termination of this Agreement.

ARTICLE VIII – MISCELLANEOUS PROVISIONS

A. Entire Agreement: This Agreement represents the entire and integrated agreement between Strongsville and Berea concerning the within subject, and supersedes all prior negotiations, representations or agreements, either written or oral.

B. Modification of Contract: It is understood and agreed that this Agreement may not be changed, modified, or altered except by an instrument, in writing, signed by both parties and duly approved and authorized by each party's legislative authority in accordance with the laws of the State of Ohio and of each individual party.

C. Multiple Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

D. Assignment of Contract: Neither party shall assign, delegate, or subcontract any portion of the Dispatch Services without prior written express approval of the other party.

E. Choice of Law/Forum: This Agreement shall be deemed made and entered into in the State of Ohio and shall be governed by and construed in accordance with the law of Ohio. Any controversy or claim related directly or indirectly to this Agreement will be resolved in the appropriate court in Cuyahoga County, Ohio.

F. Severability: If any provision of this Agreement, or any covenant, obligation or agreement contained here is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if such invalid or unenforceable

provision were not contained herein. Such invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement, shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

G. Other Similar Agreements by Strongsville: Nothing in this Agreement is intended to nor shall it serve to in any way limit the sole and unfettered discretion of the City of Strongsville to contract with other municipalities, townships or political subdivisions for dispatch services and to establish appropriate fees for such purpose totally independent of the arrangement and fees determined for services provided under the within Agreement.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT as of the _____ day of _____, 2014.

CITY OF BEREA ("BEREA")

**CITY OF STRONGSVILLE
("STRONGSVILLE")**

Mayor Cyril Kleem
City of Berea

Mayor Thomas P. Perciak
City of Strongsville

Approved as to form:

Approved as to form:

City of Berea Law Department
James Walters, Law Director
Berea City Hall, 11 Berea Commons,
Berea, OH 44017
440-826-5831

City of Strongsville Law Department
Kenneth A. Kraus, Law Director
16099 Foltz Parkway
Strongsville, OH 44149
440-580-3145

INITIAL CERTIFICATION OF AVAILABLE FUNDS

I certify that the money required to meet the first year of this proposal has hereby been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of this fund, free from any previous obligation or certification as required by Ohio Revised Code §5705.01 to §5705.47.

Date

Finance Director, City of Berea, Ohio



STRONGSVILLE POLICE DEPARTMENT

18688 Royalton Road
Strongsville, Ohio 44136



AGREEMENT FOR PRISONER HOUSING SERVICES BETWEEN THE CITY OF STRONGSVILLE AND _____

The undersigned representative of the Department or Agency (user) below requests the use of the Strongsville Police Department Jail Facility for persons to be incarcerated by the aforesaid department or agency.

USER: _____

ADDRESS: _____

CITY: _____

PHONE: _____

CONTACT PERSON: _____

AGENCY TYPE: Municipal ____ County ____ State ____ Federal ____

SCO 250.10 The fees to be charged to the law enforcement agencies of other jurisdictions for the use of the Municipal City of Strongsville Police Department facilities shall be as follows:

- (1) For persons incarcerated in the Municipal jail facilities, eighty dollars (\$80.00) per day or any part of a day, except for Cuyahoga County sentenced prisoners, wherein the charge is Fifty-Five Dollars (\$55.00) per day or any part of a day;
- (2) For use of the breathalyzer test facilities, twenty dollars (\$20.00) per test;
- (3) For the use of the recording equipment in conjunction with the breathalyzer test, the additional sum of fifteen dollars (\$15.00) per test;
- (4) For use of the video arraignment equipment in conjunction with an arraignment, the additional sum of twenty dollars (\$20.00) per arraignment; and
- (5) For use of recording equipment in conjunction with the interview room, the additional sum of Twenty Dollars (\$20.00) per interview recording.

THE CITY OF STRONGSVILLE HAS THE RIGHT TO REFUSE ANY INMATE AND TO REQUIRE THE USER AT ANY TIME TO REMOVE ANY INMATE FROM THE FACILITY FOR ANY REASON, INCLUDING BUT NOT LIMITED TO LACK OF AVAILABILITY OF SPACE.

THE USER AGREES TO AND/OR WILL:

1. Assume responsibility for prompt payment of charges as specified in this Agreement directly to the City of Strongsville as billed.
2. Assume responsibility and promptly reimburse the City for any advances for all medical care and/or other extraordinary costs or services that may arise, including but not limited to transportation to/from hospitals or other facilities, as well as guarding prisoners at hospitals or other facilities. "Medical care" includes but is not



STRONGSVILLE POLICE DEPARTMENT

18688 Royalton Road
Strongsville, Ohio 44136



(User Responsibilities Continued)

limited to physicians' charges and expenses for any medical, surgical, dental or mental health services and medicines and surgical operations.

3. Assume responsibility for filling all prescriptions for prisoners, picking up these prescriptions, delivering these prescriptions to the Jail without delay, and handling the payment for these prescriptions directly with that pharmacy.
4. Assume responsibility and ensure that all appropriate and necessary legal documents are served on those persons incarcerated by the user without delay.
5. Assume responsibility for the transportation and appearance of prisoners at all court/legal proceedings, and transportation of prisoners to other agencies due to outstanding warrants.
6. Assume responsibility for providing Strongsville Jail staff sufficient information as may be required to ensure the proper completion of all necessary prisoner documentation, booking, processing, housing, and release.
7. Assume responsibility to deliver all appropriate and necessary legal documents and correspondences from the Court of venue, including bond information and commitment orders, to the Strongsville Jail without delay.
8. Assume responsibility for all prisoner property, other than cash and authorized medications, as the Strongsville Jail will not inventory, store, or dispose of personal property for any prisoner from any user agency.

THE CITY OF STRONGSVILLE AGREES TO AND/OR WILL:

1. Perform Strongsville Jail required booking functions, processing, and release.
2. Ensure the proper housing of persons incarcerated for the user in accordance with applicable legal requirements.
3. Ensure the proper feeding of persons incarcerated. Special dietary requirements may come under the extraordinary cost/service provision previously stated.
4. Provide and complete (with information provided by the user) the necessary and appropriate forms for reception, booking and release.
5. Provide emergency care to include emergency transportation to a hospital or medical facility as determined by the Strongsville Fire Department at the user's sole cost.
6. Assume responsibility for the timely release of inmates as provided by law.
7. May change the charges within its sole discretion upon thirty (30) days advance written notice.

This Agreement supersedes any previous agreement between the parties concerning this subject matter, and shall be effective upon authorized execution by both parties. It shall continue and be automatically renewed for successive twelve (12) month periods from year to year. Either party may cancel this contract with a thirty (30) day written notice at any time.



STRONGSVILLE POLICE DEPARTMENT

18688 Royalton Road
Strongsville, Ohio 44136



USER:

BY: _____ **TITLE:** _____

Date: ___ / ___ / ___

THE CITY OF STRONGSVILLE:

BY: _____ James D. Kobak, Chief of Police

Date: ___ / ___ / ___

APPROVED BY: _____ Thomas P. Perciak, Mayor

User will be provided a copy of this Agreement upon acceptance.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 - 186

By: Mayor Perciak and Mr. DeMio

AN ORDINANCE RATIFYING, AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO AGREEMENTS WITH TAC COMPUTER, INC. FOR CONTINUATION OF COMPUTER SOFTWARE AND MAINTENANCE SERVICES FOR THE STRONGSVILLE POLICE AND FIRE DEPARTMENTS, INCLUDING THE CITY'S REGIONAL PUBLIC SAFETY DISPATCH CENTER, FOR THE REMAINDER OF 2014 AND FOR 2015, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Strongsville has previously entered into an agreement with TAC Computer, Inc. for computer consulting services for the Strongsville Police Department and Fire Department; and

WHEREAS, TAC Computer, Inc. has consistently provided the City's Police and Fire Departments with proprietary dispatch and police records management software for many years; and

WHEREAS, in order for the Police and Fire Departments, and now also the City's Regional Public Safety Dispatch Center, to continue to access and utilize such specialized software and maintenance services provided by TAC Computer, Inc., it is immediately necessary to enter into further agreements with TAC Computer, Inc.

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

Section 1. That this Council finds and determines, as set out in Article V, §5 of the Charter, that there is an immediate and present emergency in the operation of the Department of Communication & Technology of the City of Strongsville, in that it is immediately necessary to enter into agreements, without public bidding, with TAC Computer, Inc. in order for the Strongsville Police Department, the City's Regional Public Safety Dispatch Center, and the Fire Department to continue to utilize TAC Computer, Inc. and its specialized and various unique proprietary software related to public safety, in order to protect the health, safety, welfare and property of individuals traversing through and living in the City.

Section 2. That for the reasons aforesaid, Council hereby ratifies, authorizes and directs the Mayor to enter into Agreements, without public bidding, with TAC Computer, Inc., in amounts not to exceed \$9,752.37 for the remainder of 2014, commencing October 1, 2014, and not to exceed \$42,192.00 for the year 2015, copies

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2014 – 186
Page 2

of which Agreements are attached hereto as Exhibits A and B, respectively, and incorporated herein as if fully rewritten, but subject to finalization in a form satisfactory to the Law Director.

Section 3. That the funds for the purpose of such contract have been appropriated for 2014 and shall be paid from the General Fund for 2014 and 2015.

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

Section 5. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare, and for the further reason that it is immediately necessary to enter into the aforesaid agreements in order for the Strongsville Police Department, the City's new Regional Public Safety Dispatch Center, and the Fire Department to continue to utilize the most efficient and up-to-date unique public safety-related software and maintenance services, to protect the health, safety, welfare and property of individuals traversing through and living in the City, and to conserve public funds. Therefore, provided this Ordinance receives the unanimous affirmative vote of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor.

 President of Council
 Approved: _____
 Mayor

Date Passed: _____ Date Approved: _____

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

Attest: _____
 Clerk of Council

ORD. No. 2014-186 Amended: _____
 1st Rdg. 12-06-14 Ref: PS & H
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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



7603 First Place B10 Oakwood, Ohio 44146
Phone 440-232-2555 Fax 440-232-3979
Email tom@taccomputer.com

September 16, 2014

Oren Youngstein
13213 Pearl Rd.
Strongsville, OH 44136

Dear Sir:

This is the estimated cost for the TAC multi agency CAD / RMS system and hosted MDT, OLEN, 911 mapping and public report access for the City of Strongsville. All systems are proprietary to TAC Computer Inc. and cannot be supported by any other company.

Support and services Oct, Nov, Dec 2014	\$9,752.37
Support and services 2015	\$42,192.00

Sincerely;

Thomas W Craven

Thomas W. Craven
TAC Computer Inc.

FLAT RATE SERVICE AGREEMENT

This agreement is made the first (1) day of January, 2014 between TAC Computer Inc. having its principal place of business at 7603 First Place B-10, Oakwood Village, Ohio 44146 (hereinafter called "TAC") and the Strongsville Police Department

Department of Communications and Technology
13213 Pearl Rd.
Strongsville, Ohio 44136

Effective 01/01/2014

		ITEMS COVERED	
QTY	Description		Total
1	Computer Aided Dispatch/Police Records	737.00	737.00
1	LEADS Connectivity Support	70.00	70.00
1	TAC CAD to FH Interface	50.00	50.00
1	911 Mapping Server		
3	911 Mapping	31.25	93.75
8	Mobile Mapping	8.13	65.04
4	Fire MDT	15.00	60.00
1	Report to Web	125.00	125.00
31	TAC Mobile Software Rental/Support	50.00	1,550.00
1	OLEN Membership	300.00	300.00
1	ORI Hosting	200.00	200.00

Quarterly Total **\$9,752.37**

Please check desired billing frequency:
 Monthly Quarterly Semi annual Annual

The parties agree that TAC will perform maintenance service on all of the above equipment and the customer will pay TAC for these services subject to the terms and conditions set forth on both the front and reverse sides of this form as well as attachments.

ACCEPTED:
TAC Computer Inc.

Customer: CITY OF STRONGSVILLE

By: Thomas W. Brown Date _____

Name _____

Customer's P.O. # _____

By: Thomas P. Perciak

TAX Exempt. # _____

Title: Mayor



SOFTWARE SERVICE AGREEMENT TERMS & CONDITIONS

ARTICLE 1 - WORK DESCRIPTION

TAC Technicians shall provide the following support services.

- A. Remedial correct any covered software error condition or malfunctions. Assist operators with routine questions concerning software usage.
- B. Provide updates to current version of software as they are released.

ARTICLE 2 - INCLUDED SERVICES

TAC will furnish software support via telephone and remote diagnostic software.

ARTICLE 3 - SERVICE HOURS

The included principal period service covers work performed between the hours of 8:00 AM. and 5:00 PM., Monday through Friday, excluding all nationally observed holidays. All service provided outside the principal period will be billed at the current rate of \$100.00 per hour, including travel time. All calls for service originating outside the principal period will be subject to a two-hour minimum including travel time, regardless of the corrective actions taken by TAC Computer Inc.

ARTICLE 4 - LIABILITY

TAC shall use its best effort to perform service within a reasonable time after request by the customer, (normally 4 working hours), but shall not be deemed to be in default for any interruptions to operations. TAC does not accept or assume any responsibility for the loss of data that may occur during any repair procedure. (It is always recommended that all data be backed up). TAC maximum liability for any direct or indirect damages, regardless of the nature of the claim of action or incidentals to the performance or nonperformance of the service is an amount equal to cost one month cost of this service agreement.

ARTICLE 5 - TERM

This agreement shall be in full force and effect on the effective date on the front side of this agreement and shall remain in effect for the initial term of ~~36~~¹⁵ months and thereafter will remain in effect until terminated by either party hereto with thirty (30) days written notice to the other party. This agreement replaces and supersedes all previous agreements.

TPP

ARTICLE 6 - RATES

TAC shall notify the customer of any changes in rate with 30 days written notice. The rates are guaranteed not to change for the initial term of this agreement. Accounts that are passed 30days will incur a \$10.00 fee.

TAC

ARTICLE 7 - SOFTWARE COPYRIGHT

All TAC Computer Incorporated's application software is covered under U.S. Copyright laws. TAC application software or derivative there of, cannot be copied or distributed to any other parties for any reason.

FLAT RATE SERVICE AGREEMENT

This agreement is made the seventeenth day of September, 2014 between TAC Computer Inc. having its principal place of business at 7603 First Place B-10, Oakwood Village, Ohio 44146 (hereinafter called "TAC") and the Strongsville Police Department

Department of Communications and Technology
13213 Pearl Rd.
Strongsville, Ohio 44136

Effective 01/01/2015

		ITEMS COVERED	
QTY	Description	Month Total	
1	Multi-agency Computer Aided Dispatch/Police Records	937.00	937.00
1	LEADS Connectivity Support	70.00	70.00
1	TAC CAD to FH Interface	50.00	50.00
1	911 Mapping Server		
5	911 Mapping	32.00	160.00
8	Mobile Mapping	8.00	64.00
4	Fire MDT	15.00	60.00
1	Report to Web	125.00	125.00
31	TAC Mobile Software Rental/Support	50.00	1,550.00
1	OLEN Membership	300.00	300.00
1	ORI Hosting	200.00	200.00

Quarterly Total **\$10,548.00**

Please check desired billing frequency:

Monthly Quarterly Semi annual Annual

The parties agree that TAC will perform maintenance service on all of the above equipment and the customer will pay TAC for these services subject to the terms and conditions set forth on both the front and reverse sides of this form as well as attachments.

ACCEPTED:
TAC Computer Inc.

Customer: CITY OF STRONGSVILLE

By: Thomas W. Brown Date _____

Name _____

Customer's P.O. # _____

By: Thomas P. Perciak

TAX Exempt. # _____

Title: Mayor



SOFTWARE SERVICE AGREEMENT TERMS & CONDITIONS

ARTICLE 1 - WORK DESCRIPTION

TAC Technicians shall provide the following support services.

- A. Remedial correct any covered software error condition or malfunctions. Assist operators with routine questions concerning software usage.
- B. Provide updates to current version of software as they are released.

ARTICLE 2 - INCLUDED SERVICES

TAC will furnish software support via telephone and remote diagnostic software.

ARTICLE 3 - SERVICE HOURS

The included principal period service covers work performed between the hours of 8:00 AM. and 5:00 PM., Monday through Friday, excluding all nationally observed holidays. All service provided outside the principal period will be billed at the current rate of \$100.00 per hour, including travel time. All calls for service originating outside the principal period will be subject to a two-hour minimum including travel time, regardless of the corrective actions taken by TAC Computer Inc.

ARTICLE 4 - LIABILITY

TAC shall use its best effort to perform service within a reasonable time after request by the customer, (normally 4 working hours), but shall not be deemed to be in default for any interruptions to operations. TAC does not accept or assume any responsibility for the loss of data that may occur during any repair procedure. (It is always recommended that all data be backed up). TAC maximum liability for any direct or indirect damages, regardless of the nature of the claim of action or incidentals to the performance or nonperformance of the service is an amount equal to cost one month cost of this service agreement.

ARTICLE 5 - TERM

This agreement shall be in full force and effect on the effective date on the front side of this agreement and shall remain in effect for the initial term of ~~36~~¹⁵ months and thereafter will remain in effect until terminated by either party hereto with thirty (30) days written notice to the other party. This agreement replaces and supersedes all previous agreements.

TPP

ARTICLE 6 - RATES

TAC shall notify the customer of any changes in rate with 30 days written notice. The rates are guaranteed not to change for the initial term of this agreement. Accounts that are passed 30days will incur a \$10.00 fee.

TAC

ARTICLE 7 - SOFTWARE COPYRIGHT

All TAC Computer Incorporated's application software is covered under U.S. Copyright laws. TAC application software or derivative there of, cannot be copied or distributed to any other parties for any reason.

RE: TAC COMPUTER, INC. SOFTWARE SERVICE AGREEMENT

ADDENDUM TO SOFTWARE SERVICE AGREEMENT TERMS & CONDITIONS
BETWEEN
THE CITY OF STRONGSVILLE ("CITY" OR "CUSTOMER") AND
TAC COMPUTER, INC. ("CONSULTANT")

1. SUPPLEMENTAL FORMS. The parties agree that the following forms as identified and attached hereto, when properly executed, shall become part of the within Agreement:

Equal Opportunity Requirements
Non-Collusion Affidavit
Delinquent Personal Property Tax Affidavit
Declaration and Representation (ORC §9.24)
Certification and Representation (ORC §3517.13, as amended)
PERS Independent Contractor Acknowledgment

2. INSURANCE. Consultant shall maintain throughout the duration of this Agreement insurance in the following amounts:

- (a) Worker's Compensation and Employer's Liability
 - Worker's Compensation Statutory
 - Employer's Liability \$500,000/\$500,000/\$500,000

- (b) Comprehensive Automobile Liability
\$1,000,000 combined single limit Bodily Injury and Property Damage

- (c) Comprehensive General Liability including environmental coverage, (naming the City as additional insured)
 - \$1,000,000 per occurrence
 - \$2,000,000 annual aggregate
 - \$2,000,000 product/completed operations per occurrence
 - \$1,000,000 personal injury/advertising liability

- (d) Umbrella/Excess Liability
 - \$2,000,000 per occurrence
 - \$2,000,000 annual aggregate
 - \$2,000,000 products aggregate

- (e) Professional Liability Insurance or errors and omissions insurance in an amount of \$1,000,000 per claim and annual aggregate, provided that such coverage shall be maintained for a period of not less than two (2) years after completion of the contract.

The foregoing policies shall be with responsible carriers qualified to do business within the State of Ohio, and shall contain a provision that coverage will not be cancelled or failed to be renewed until at least (30) days' prior written notice has been given to the City as Customer. Certificates of Insurance showing such coverage to be in force shall be filed with the City

through its Director of Finance prior to commencement of the Services and shall be in proper form.

Consultant hereby agrees to maintain the insurances described above during the term hereof. If Consultant fails to furnish and maintain the insurances required, the City may purchase such insurance on behalf of Consultant, and Consultant shall pay the cost thereof to the City upon demand and shall furnish to the City any information needed to obtain such insurance.

3. CONSULTANT'S INDEMNIFICATION. Subject to the applicable limitation of liability, Consultant hereby agrees to defend, indemnify and hold harmless the City and any of its officers or employees from all loss, damage, cost or expense, including but not limited to attorneys fees and expert witness fees, arising out of or in any way caused by:

- (a) Consultant's negligent performance of services under this Agreement;
- (b) Claims, suits or actions of every kind and description when such suits or actions are caused by negligent, willful and/or wanton acts, and/or errors or omissions of Consultant, its officers, employees, consultants, subconsultants, and/or subcontractors; or
- (c) Injury or damages received or sustained by any party because of the negligent willful and/or wanton acts, and/or errors or omissions of Consultant, its officers, employees, consultants, subconsultants, and/or subcontractors.

Consultant shall include a same or similar indemnity provision in each of its contracts with any approved consultant, subconsultant, and subcontractor, which requires that such person or entity defend, indemnify and hold harmless the City, its officers and employees from all loss, damage, cost, or expense to the extent caused by the negligence, error, omission, or willful or wanton misconduct of such person or entity.

4. POWERS OF THE CUSTOMER. Nothing contained in this Agreement shall be considered to diminish the governmental or police powers of the City as Customer, including, but not limited to, the City's authority to enter into a similar agreement with any other entity.

5. NONDISCRIMINATION. Consultant agrees to comply with all applicable federal, state, county and local laws regarding nondiscrimination, and specifically agrees not to discriminate against any employee or applicant for employment because of race, color, religion, age, creed, gender, national origin, sexual preference, or disability.

6. NON-WAIVER. Neither the waiver by either party to this Agreement of any breach of any agreement, condition or provision of this Agreement, nor the failure of either party to seek redress for violation of, or to insist upon strict performance of any agreement, condition or provision, shall be considered to be a waiver of the agreement, condition or provision or of any subsequent breach of any agreement, condition or provision. No provision of this Agreement may be waived except by written agreement of the party to be charged.

7. NOTICES. Any notice or other communication required or permitted hereunder shall be deemed to be properly given when sent by certified or registered mail, postage prepaid, return receipt requested, or when hand delivered, and addressed as follows:

If to City:
Director of Communication & Technology
City of Strongsville
16099 Foltz Parkway
Strongsville, Ohio 44149
with a copy to the Law Director

If to Consultant:
Thomas W. Craven
TAC Computer, Inc.
7603 First Place B10
Oakwood, Ohio 44146

Either party may at any time, by giving ten (10) days' written notice to the other party, designate any other address in substitution of the foregoing address to which the notice or communication shall be transmitted.

8. PARAGRAPH HEADINGS. The paragraph headings contained herein are merely for convenience and reference, and are not intended to be a part of this Agreement, or in any manner to limit or describe the scope or intent of this Agreement or the particular paragraphs to which they refer.

9. LEGAL RELATIONSHIP OF PARTIES. It is expressly understood and agreed that during the term of this Agreement, Consultant shall be engaged in the provision of services solely as an independent contractor, and shall have no right to control City's officials, employees, agents, contractors, or representatives. It is further expressly understood that Consultant's officers, employees, agents, contractors, and representatives are acting solely and exclusively under the direction and control of Consultant. Nothing in this Agreement shall be deemed to create or establish a relationship of employment, agency, or representation between the City and Consultant, its officers, employees, agents, contractors or representatives; and Consultant shall have no authority whether express, implied, apparent or otherwise to bind or obligate the City in terms of any third parties.

10. NO PARTNERSHIP. Nothing contained herein shall make, or be deemed to make, the City and Consultant a partner of one another, and this Agreement shall not be construed as creating a partnership between the parties.

11. COMPLIANCE WITH CERTAIN STATE LAWS. Consultant is in compliance with and shall abide by any applicable reporting provisions of O.R.C. Sections 9.23-9.239 regarding reporting obligations with respect to the State Auditor; and also with respect to the amended requirements of O.R.C. Section 3517.13 regarding limitations and restrictions on contributions to the campaign committees of certain City's officials.

12. SINGULAR AND PLURAL. Wherever the context shall so require, the singular shall include the plural and the plural shall include the singular.

13. BINDING EFFECT AND SUCCESSORS AND ASSIGNS. This Agreement and all of the covenants hereof shall be binding upon and inure to the benefit of both the City and Consultant, and their respective partners, successors, permitted assigns and legal representatives. Neither the City nor Consultant shall have the right to assign or transfer its interests or obligations hereunder without the advance written consent of the other party.

Acceptance of the terms of this Addendum to Flat Rate Service Agreements for Software Services is acknowledged by both Consultant and City through the following signatures of their respective authorized representatives.

“CITY”/“CUSTOMER”
CITY OF STRONGSVILLE

“CONSULTANT”
TAC COMPUTER, INC.

By: _____
Signature

By: _____
Signature

Thomas P. Perciak, Mayor
Typed Name/Title

Thomas W. Craven
Typed Name/Title

Date of Signature

Date of Signature

CERTIFICATION OF FUNDS

I, Joseph K. Dubovec, Director of Finance of the City of Strongsville, Ohio hereby certify that the money to meet this Agreement has been lawfully appropriated for the purpose of the Agreement and is in the treasury of the City, or is in the process of collection to the credit of the appropriate fund free from prior encumbrance.

Date

Director of Finance

CERTIFICATE OF LAW DIRECTOR

I hereby certify that I have reviewed and approved the form of the foregoing Agreement this ____ day of _____, 2014.

Kenneth A. Kraus, Law Director

CITY OF STRONGSVILLE
EQUAL OPPORTUNITY REQUIREMENTS
for
SERVICE and SUPPLY CONTRACTS

The City of Strongsville has adopted by Resolution No. 1977-70 regulations which provide that all prospective BIDDERS on CONTRACTS in excess of \$2,500.00 for Services, Equipment and Material Supplies or Vendors must complete and file with the BID the following Affirmative Action Certification, or BID will be deemed non-responsive and void.

This Certification becomes part of the resultant CONTRACT.

In providing goods and/or services hereunder Vendor, Lessor or CONTRACTOR agrees to comply with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 and provisions of Executive Order no. 11246, dated September 24, 1965 as amended by Executive Order No. 11375, dated October 13, 1967 and such other executive orders on non-discrimination in Employment as may be issued with the rules, regulations and orders pursuant thereto as the same may be amended or revised from time to time all of which are specifically included by reference and made a part hereof. Vendor, Lessor or CONTRACTOR agree to include the substance of the foregoing clause in every Sub-Contract or Purchase Order for performance of work in furnishing goods and/or services hereunder.

Company: _____

By: _____

Date: _____

NON-COLLUSION AFFIDAVIT

STATE OF _____)
) SS:
COUNTY _____)

_____, being first duly sworn, deposes and says that

he/she is _____ of the party making the foregoing
(Title)

Proposal; that such Proposal filed herewith is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such Proposal is genuine and not collusive or sham; that said Proposer has not, directly or indirectly, induced or solicited any other Proposer to put in a false or sham Proposal, and has not, directly or indirectly, colluded, conspired, connived or agreed with any Proposer or anyone else to put in a sham Proposal or that anyone shall refrain from proposing; that said Proposer has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the Proposal price of said Proposer or of any other Proposer or to fix any overhead, profit, or cost element of such Proposal price or that of any other Proposer, or to secure any advantage against the City of Strongsville or anyone interested in the proposed Contract; that all statements contained in such Proposal are true; that said Proposer has not, directly or indirectly, submitted his Proposal price or any breakdown thereof or the contents thereof, or divulged information or data relative thereto, or paid or agreed to pay, directly or indirectly, any money, or other valuable consideration for assistance or aid rendered or to be rendered in procuring or attempting to procure the Contract above referenced, to any corporation, partnership, company, association, organization, or to any member or agent thereof, or to any other individual, except to such person or persons as hereinabove disclosed to have a partnership or other financial interest with said Proposer in his general business; and further that said Proposer shall not pay or agree to pay, directly or indirectly, any money or other valuable consideration to any corporation, partnership, company, association, organization, or to any member or agent thereof, or to any other individual, for aid or assistance in securing the Contract above referenced in the event the same is awarded to the Proposer.

Affiant

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE THIS _____ day
of _____, 20__.

Notary Public

DELINQUENT PERSONAL PROPERTY STATEMENT

_____, having been awarded a Contract by the City of
 (name of contractor/proposer)

Strongsville hereby affirms under oath, pursuant to R.C. 5719.042 that at the time the Proposal was submitted, my company (was) (was not) charged with delinquent personal property taxes on the General Tax List of Personal Property for Cuyahoga County, Ohio.

If such charge for personal property tax exists on the General Tax List of Personal Property Cuyahoga County, Ohio the amount of such due and unpaid delinquent taxes including due and unpaid penalties and interest shall be set forth below.

A copy of this statement shall be transmitted to the Cuyahoga County Fiscal Officer and the Cuyahoga County Treasurer within thirty days of the date it is submitted. A copy of this statement shall also be incorporated into the Contract made between the City of Strongsville and the Proposer, and no payment shall be made with respect to any Contract unless such statement has been so incorporated as a part thereof.

Delinquent Personal Property Tax \$ _____

Penalties \$ _____

Interest \$ _____

 (Company Name)

By: _____

Its: _____

STATE OF _____)
) SS:
 COUNTY _____)

SWORN TO BEFORE ME, a Notary Public in and for said county and state, on this
 _____ day of _____, 201_____.

 Notary Public

**DECLARATION AND REPRESENTATION
IN ACCORDANCE WITH O.R.C. §9.24
(Unresolved Findings for Recovery)**

In accordance with provisions of Ohio Revised Code Section 9.24, the undersigned contractor/bidder hereby certifies and represents to the City that it does not currently have any unresolved findings for recovery against it pending with the Ohio Auditor of State. The undersigned further understands and acknowledges that pursuant to law, the City, as owner, will conduct a search of the Auditor of State's available database to verify the within information; and further that if the undersigned contractor/bidder appears on the list indicating that there are one or more unresolved findings for recovery, then it will be prohibited under law and disqualified from being awarded a contract for goods, services or construction paid for in whole or in part with state funds. Such findings may also be considered by the City in determining the lowest and best contractor/bidder, even if no state funds are involved.

CONTRACTOR/BIDDER

By: _____

Title: _____

Date: _____

STATE OF _____)
) SS:
COUNTY OF _____)

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20____.

Notary Public

**CERTIFICATION AND REPRESENTATIONS
CONCERNING CAMPAIGN CONTRIBUTIONS TO CITY OFFICIALS**

In accordance with City policy and consistent with the intent of provisions of Ohio Revised Code Section 3517.13 as amended, the undersigned contractor/bidder hereby certifies and represents to the City that neither it nor any of the following have during the past two (2) years made individual contributions exceeding \$1,000.00 to any City officials or their campaign committees who have or would be involved in awarding the contract, bid or purchase order being proposed or entered into: (i) an individual; or (ii) partner or owner of partnership or unincorporated association; (iii) shareholder of association; (iv) more than 20% shareholder if a corporation; (v) administrator of estate; (vi) executor of estate; (vii) trustee of trust or; (viii) spouse of any of the above.

The undersigned further understands and acknowledges that the City can confirm and verify the above information; and that if any of these certifications or representations are false, then the City will have the discretion to prohibit and disqualify the undersigned from being awarded a contract, bid or purchase order by the City for goods or services exceeding \$500.00 in value during any calendar year.

CONTRACTOR/BIDDER

By: _____

Title: _____

Date: _____

STATE OF _____)

COUNTY OF _____)

SS:

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20__.

Notary Public



INDEPENDENT CONTRACTOR ACKNOWLEDGMENT

Ohio Public Employees Retirement System
277 East Town Street, Columbus, Ohio 43215-4642

Employer Outreach: 1-888-400-0965
www.opers.org

This form is to be completed if you are an individual who begins providing personal services to a public employer on or after Jan. 7, 2013 but are not considered by the public employer to be a public employee and will not have contributions made to OPERS. This form must be completed not later than 30 days after you begin providing personal services to the public employer.

STEP 1: Personal Information

Social Security Number

237-48-1234

First Name

MI

Last Name

JOHN M. SMITH

STEP 2: Public Employment Information

Name of Public Employer

OHIO STATE UNIVERSITY

Employer Contact

First Name

MI

Last Name

JOHN M. SMITH

Employer Code

Employer Contact Phone Number

123456789

614-234-5678

Service Provided to Public Employer

TEACHING

Start Date of Service

End Date of Service

Month Day Year

Month Day Year

01 / 01 / 2013

12 / 31 / 2013

STEP 3: Acknowledgment

The public employer identified in Step 2 has identified you as an independent contractor or another classification other than a public employee. Ohio law requires that you acknowledge in writing that you have been informed that the public employer identified in Step 2 has classified you as an independent contractor or another classification other than a public employee for the services described in Step 2 and that you have been advised that contributions to OPERS will not be made on your behalf for these services.

If you disagree with the public employer's classification, you may contact OPERS to request a determination as to whether you are a public employee eligible for OPERS contributions for these services. Ohio law provides that a request for a determination must be made within five years after you begin providing personal services to the public employer, unless you are able to demonstrate through medical records to the Board's satisfaction that at the time the five-year period ended, you were physically or mentally incapacitated and unable to request a determination.

By signing this form, you are acknowledging that the public employer for whom you are providing personal services has informed you that you have been classified as an independent contractor or another classification other than a public employee and that no contributions will be remitted to OPERS for the personal services you provide to the public employer. This acknowledgment will remain valid as long as you continue to provide the same services to the same employer with no break in service regardless of whether the initial contract period is extended by any additional agreement of the parties. You also acknowledge that you understand you have the right to request a determination of your eligibility for OPERS membership if you disagree with the public employer's classification.

This form must be retained by the public employer and a copy sent to OPERS. The public employer's failure to retain this acknowledgment may extend your right to request a determination beyond the five years referenced above.

Signature _____ Today's Date ____/____/____
Do not print or type name

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – 191

By: Mayor Perciak and Mr. Schonhut

AN ORDINANCE AMENDING SECTION 1 OF ORDINANCE NO. 2014-002 TO INCREASE THE DOLLAR AMOUNT AUTHORIZED FOR THE PURCHASE OF COMPUTER, PRINTER, SCANNER, NETWORKING HARDWARE AND SUPPLIES, IN SUPPORT OF THE CITY'S TECHNOLOGY NEEDS, INCLUDING THE NEW CONSOLIDATED DISPATCH CENTER, BY THE DIRECTOR OF COMMUNICATION & TECHNOLOGY THROUGH CDW GOVERNMENT, LLC, UNDER OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES CONTRACTS; AND DECLARING AN EMERGENCY.

WHEREAS, by and through Ordinance No. 2014-002, Council authorized the Mayor to request authority in the name of the City of Strongsville to participate in the Ohio Department of Administrative Services contracts for the purchase of computer, printer, scanner, networking hardware and supplies, in support of the City's Technology needs, by the Director of Communication & Technology through CDW Government, LLC, for use by various departments of the City in a total amount not to exceed \$150,000.00, which the Department has entered into pursuant to Revised Code Section 5513.01(B); and

WHEREAS, the Director of Communication & Technology now has advised this Council that due in large part to establishment of the City's regional, Consolidated Dispatch Center, additional computer, printer, scanner, networking hardware and supplies, in support of the City's Technology needs, will be required to be purchased during the remainder of 2014 from CDW Government, LLC, under Schedule No. 534334, Index No. STS-033, for use by the Department of Communication & Technology and various departments of the City; and

WHEREAS, in order to fund the aforesaid additional purchases based upon various quotations from the vendor, it will be necessary to increase the total dollar amount authorized by Ordinance No. 2014-002 from \$150,000.00 to \$250,000.00; and

WHEREAS, this Council, therefore, is desirous of amending Section 1 of Ordinance No. 2014-002, in order to increase the amount authorized to be expended for additional computer, printer, scanner, networking hardware and supplies, in support of the City's Technology needs, by the Director of Communication & Technology with CDW Government, LLC, from \$150,000.00 to \$250,000.00.

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. 2014-002 be and is hereby amended to read in its entirety as follows:

“Section 1. That this Council hereby authorizes the Mayor to request authority in the name of the City of Strongsville to participate in the Ohio Department of Administrative Services contracts for the purchase of various computer, printer, scanner, networking hardware and supplies, in support of the City’s technology needs, by the Director of Communication & Technology through **CDW GOVERNMENT, LLC** for use by various departments of the City in a total amount not to exceed ~~\$150,000.00~~**250,000.00** for 2014, which the Department has entered into pursuant to Revised Code Section 5513.01(B).”

Section 2. That the funds for the purposes of this Ordinance have been appropriated and shall be paid from the General Fund, the FEMA Fund, and from any federal, state or county grant funding which may become available for this purpose.

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, and for the further reason that it is immediately necessary to increase the amount authorized to be expended for the purchase of additional computer, printer, scanner, networking hardware and supplies, in support of the City’s technology needs, for use by the various departments of the City in order to maintain continuity and efficiency in the operation of City Departments, including the City’s new Consolidated Dispatch Center, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise from and after the earliest period allowed by law.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2014 - 191
Page 3

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. 2014-191 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – 192

By: Mayor Perciak and Mr. Schonhut

AN ORDINANCE AMENDING SECTION 1 OF ORDINANCE NO. 2014-004 TO INCREASE THE DOLLAR AMOUNT AUTHORIZED FOR PURCHASE OF COMPUTER HARDWARE AND OTHER PRODUCTS, PARTS AND ACCESSORIES, AND REPAIR SERVICES, BY THE DIRECTOR OF COMMUNICATION & TECHNOLOGY WITH DELL MARKETING L.P., UNDER OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES CONTRACTS DUE TO THE CITY'S NEW CONSOLIDATED DISPATCH CENTER; AND DECLARING AN EMERGENCY.

WHEREAS, by and through Ordinance No. 2014-004, Council authorized the Mayor to request authority in the name of the City of Strongsville to participate in Ohio Department of Administrative Services contracts for the purchase of various computer hardware and other products, parts and accessories and repair services, by the Director of Communication & Technology with Dell Marketing L.P., for use by various departments of the City in a total amount not to exceed \$100,000.00, which the Department has entered into pursuant to Revised Code Section 5513.01(B); and

WHEREAS, the Director of Communication & Technology now has advised this Council that due in large part to establishment of the City's regional, Consolidated Dispatch Center, additional computer hardware and other products, parts and accessories and repair services will be required to be purchased during the remainder of 2014 from Dell Marketing L.P., under Schedule No. 534278, Index No. STS-033, for use by the Department of Communication & Technology and various departments of the City; and

WHEREAS, in order to fund the aforesaid additional purchases, it will be necessary to increase the total dollar amount authorized by Ordinance No. 2014-004 from \$100,000.00 to \$200,000.00; and

WHEREAS, this Council, therefore, is desirous of amending Section 1 of Ordinance No. 2014-004, in order to increase the amount authorized to be expended for additional computer hardware and other products, parts and accessories and repair services, by the Director of Communication & Technology with Dell Marketing L.P., from \$100,000.00 to \$200,000.00.

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. 2014-004 be and is hereby amended to read in its entirety as follows:

Section 1. That this Council hereby authorizes the Mayor to request authority in the name of the City of Strongsville to participate in the Ohio Department of Administrative Services contracts for the purchase of various computer hardware and other products, parts and accessories, and repair services by the Director of Communication & Technology through **DELL MARKETING L.P.** for use by various departments of the City, in a total amount not to exceed ~~\$100,000.00~~**200,000.00**, which the Department has entered into pursuant to Revised Code Section 5513.01(B)."

Section 2. That the funds for the purposes of this Ordinance have been appropriated and shall be paid from the General Fund, the FEMA Fund, and from any federal, state or county grant funding which may become available for this purpose.

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, and for the further reason that it is immediately necessary to increase the amount authorized to be expended for the purchase of various computer hardware and other products, parts and accessories and repair services, for use by the various departments of the City in order to maintain continuity and efficiency in the operation of City Departments, including the City's new Consolidated Dispatch Center, 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. 2014-192 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – 193

By: Mr. Schonhut

AN ORDINANCE RATIFYING AND AUTHORIZING THE MAYOR TO ENTER INTO STATE OF OHIO ADMINISTRATIVE SERVICES CONTRACTS FOR THE PURCHASE OF EQUIPMENT, SUPPLIES, INSTALLATION, MAINTENANCE, REPAIRS AND OTHER SERVICES FOR THE GENERAL RADIO NEEDS OF THE CITY, INCLUDING THE CONSOLIDATED DISPATCH CENTER, AND DECLARING AN EMERGENCY.

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

WHEREAS, based upon recommendation of the City's Director of Communication & Technology, this Council wishes to take advantage of that opportunity for the purchase during the remainder of 2014 of various equipment, supplies, installation, maintenance, repair and other services for the general radio and communication needs of the City, including the Consolidated Dispatch Center (Schedule No. 573077-0-1, Index No. STS-073);

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

Section 1. That the Mayor be and is hereby authorized and directed to request authority in the name of the City of Strongsville to participate in Ohio Department of Administrative Services contracts which the Department has entered into pursuant to the Ohio Revised Code with **MOTOROLA SOLUTIONS, INC.** for the purchase of various equipment, supplies, installation, maintenance, repair and other services for the general radio needs of the City, including the Consolidated Dispatch Center, in a total amount not to exceed \$175,000.00 as required during the remainder of 2014.

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

Section 3. That any purchases made to date are ratified; and the Mayor and Director of Finance be and are hereby authorized to enter into and execute such

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2014 – 193
Page 2

agreements and documents as may be necessary to participate in the Ohio Department of Administrative Services Cooperative Purchasing Program.

Section 4. That the funds for the purposes of this Ordinance have been appropriated and shall be paid from the General Fund, the FEMA Fund, and from any federal, state or county grant funding which may become available for this purpose.

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

Section 6. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to enter into said contract(s) to provide for the necessary equipment, supplies, installation, repair, maintenance and services for the City-wide radio communications system and the new Consolidated Dispatch Center, to provide for the continuity of services and operation of the various departments of the City of Strongsville, including the City's new Consolidated Dispatch Center, 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. 2014-193 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 - 194

By: Mr. Southworth

AN ORDINANCE AUTHORIZING THE DISPOSAL OF CERTAIN YOUTH CHAIRS UTILIZED BY THE RECREATION DEPARTMENT AND NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE.

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

Section 1. That this Council finds that the City of Strongsville Recreation Department has some sixty (60) youth chairs which are in poor condition and unsafe for further use, and which are surplus, have no monetary value and are no longer needed for any municipal purpose; and further finds that it would be in the best interest of the City to dispose of such chairs. Said surplus chairs have been replaced by new, donated chairs.

Section 2. That, pursuant to Article IV, §3(e) of the City Charter, the Director of Finance with the assistance of the Director of Recreation & Senior Services, be and are hereby authorized to dispose of the designated youth chairs, and to perform all acts required in furtherance thereof.

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 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	_____	_____
Daymut	_____	_____
DeMio	_____	_____
Dooner	_____	_____
Maloney	_____	_____
Schonhut	_____	_____
Southworth	_____	_____

Attest: _____
 Clerk of Council
 ORD. No. 2014-194 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – 195

By: Mayor Perciak and Mr. Dooner

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

WHEREAS, by and through Ordinance No. 2013-255, and after receiving proposals, Council authorized the Mayor and Director of Finance to enter into a contract with **TRAVELERS COMPANIES**, as carrier, through **THE FEDELI GROUP** for the purchase of the City's property-casualty, liability and related insurance coverages for the departments of the City under a new municipal insurance program commencing December 1, 2013 for a twelve (12) month period ending November 30, 2014; and

WHEREAS, the market for public entities insurance is now limited to a few carriers and a proliferation of pools, and is becoming less favorable according to the City's independent insurance consultant; and

WHEREAS, the product and insurance program offered by Travelers Companies through The Fedeli Group is among the most competitive, and the carrier is highly rated; and

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

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

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

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

Section 2. That, for the reasons aforesaid, the Mayor and the Director of Finance be and are hereby authorized and directed to enter into a renewal of the agreement with **TRAVELERS COMPANIES** through **THE FEDELI GROUP** for the purchase of applicable insurance coverages to continue the City's current property-casualty and liability insurance program, commencing on December 1, 2014 for a twelve (12) month period ending November 30, 2015, in an amount not to exceed \$328,478.00 in premium. A copy of the agreement and policies including coverages are on file in the office of the Director of Finance and in the office of the City's insurance consultant, and shall be in a form to be approved by the Law Director.

Section 3. That the funds for the purpose of the aforesaid expenditure have been appropriated and shall be paid from the General Fund, Street Construction, Maintenance and Repair Fund; Fire Levy Fund; Multi-Purpose Complex Fund; and Sanitary Sewer Fund.

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

Section 5. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, property, health, safety and welfare, and for the further reason that the immediate renewal of the aforesaid insurance coverages is required in order to prevent a gap in coverages, to properly and completely protect the financial interests and property of the City, to ensure competitive premium rates, and to conserve public funds. Therefore, provided this Ordinance receives the unanimous vote of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2014 - 195
Page 2

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. 2014-195 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2014 - 196
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 2014 AND REPEALING ORDINANCE NUMBER 2014-190.

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	\$ 14,157,200	\$ 7,602,500	\$ 15,792,800	\$ 37,552,500

		<u>Special Revenue Funds - 200</u>			
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
203	Police Pension	\$ 1,238,200	\$ -	\$ -	\$ 1,238,200
204	Street Construction & Maintenance	5,101,100	5,357,956	-	10,459,056
205	State Highway Maintenance	-	160,000	-	160,000
206	Motor Vehicle License Tax	-	300,000	-	300,000
207	Emergency Vehicle Fund	-	1,194,150	-	1,194,150
208	Fire Levy	6,704,400	866,300	-	7,570,700
209	Fire Pension	1,322,700	-	-	1,322,700
211	Clerk of Court	-	35,000	-	35,000
212	Drainage Levy	-	395,100	400,000	795,100
213	FEMA Fund	-	370,000	295,000	665,000
214	Multi-Purpose Complex	2,922,700	1,978,600	-	4,901,300
215	Southwest General Hospital	-	334,902	-	334,902
216	Law Enforcement Federal Seizures	-	36,000	-	36,000
217	Law Enforcement State Seizures	-	2,000	-	2,000
218	Law Enforcement Drug Fine	-	400	-	400
219	Law Enforcement DWI/DUI	-	10,000	-	10,000
220	Tree Fund	-	140,000	-	140,000
222	Community Diversion	10,200	3,000	-	13,200
224	Earned Benefits	400,000	-	-	400,000
200	Total Special Revenue Funds	\$ 17,699,300	\$ 11,183,408	\$ 695,000	\$ 29,577,708

		<u>Debt Service Funds - 300</u>			
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
331	General Bond Retirement	\$ -	\$ 15,179,334	\$ -	\$ 15,179,334
333	Pearl Road TIF # 1 Fund	-	3,752,992	330,000	4,082,992
334	Royalton Road TIF Fund	-	166,875	-	166,875
335	Pearl Road TIF # 2 Fund	-	700	-	700
300	Total Debt Service Funds	\$ -	\$ 19,099,901	\$ 330,000	\$ 19,429,901

		<u>Capital Improvement Capital Project Funds - 400</u>			
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
441	Recreation Capital Improvement	\$ -	\$ 441,800	\$ -	\$ 441,800
442	General Capital Improvement	-	9,652,207	-	9,652,207
444	Pearl Road Capital Improvement	-	8,269,552	2,000,000	10,269,552
400	Total Capital Project Funds	\$ -	\$ 18,363,559	\$ 2,000,000	\$ 20,363,559

Enterprise Funds - 500					
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
551	Sanitary Sewer	\$ 1,257,500	\$ 6,852,184	\$ -	\$ 8,109,684

Internal Service Fund - 600					
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
664	Workers' Compensation Reserve	\$ -	\$ 315,100	\$ -	\$ 315,100
Grand Total All Funds		\$ 33,114,000	\$ 63,416,652	\$ 18,817,800	\$ 115,348,452

Itemized list of Transfers and Advances by Fund		Amount
Description		
General Fund to Street Construction Fund		\$ 4,000,000
General Fund to Fire Levy Fund		3,265,000
General Fund to Multi-Complex Fund		1,420,000
General Fund to Police Pension Fund		780,000
General Fund to Fire Pension Fund		900,000
General Fund to FEMA Fund		75,000
General Fund to Earned Benefits Fund		400,000
General Fund to Debt Service Fund		127,800
General Fund to General Capital Improvement Fund		3,200,000
Total Transfers		\$ 14,167,800
General Fund to Pearl Road Capital Improvement Fund		\$ 1,000,000
General Fund to Pearl Road TIF #1		330,000
General Fund to FEMA Fund		295,000
Drainage Levy to General Fund		400,000
FEMA Fund to General Fund		295,000
Pearl Road TIF #1 to General Fund		330,000
Pearl Road Capital Improvement Fund Phase II to General Fund		2,000,000
Total Advances and Advance Repayments		\$ 4,650,000
Total Transfers, Advances and Advance Repayments		\$ 18,817,800

Section 2: That all expenditures within the fiscal year ending December 31, 2014 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

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

ORD. No. 2014-196 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	\$ 320,500	\$ 47,000	\$ -	\$ 367,500
011411	Mayors Office	316,500	15,300	-	331,800
015412	Police Department	8,368,500	1,010,000	-	9,378,500
015412	Street Lighting	-	375,000	-	375,000
011413	Human Resources	209,700	93,200	-	302,900
011414	Finance Department	516,700	26,400	-	543,100
011415	Legal Department	431,400	183,800	-	615,200
011416	Communication & Technology	619,600	924,500	-	1,544,100
011417	Building Department	915,400	175,700	-	1,091,100
011418	Mayors Court	107,100	79,900	-	187,000
011420	Rubbish Department	-	2,309,500	-	2,309,500
011421	Cemetery Department	106,900	12,200	-	119,100
011421	County Board of Health	-	175,500	-	175,500
011422	Architectural Board of Review	-	6,000	-	6,000
011423	Planning Commission	98,200	72,700	-	170,900
011424	Civil Service	-	25,000	-	25,000
011425	Board of Appeals	-	10,500	-	10,500
011428	Parks Department	96,600	180,400	-	277,000
011430	General Miscellaneous	-	1,414,200	-	1,414,200
011435	Economic Development	134,200	144,600	-	278,800
015414	Corrections Officers	544,600	128,400	-	673,000
015413	Joint Dispatch Center	1,228,200	185,200	-	1,413,400
011452	Public Safety	143,100	7,500	-	150,600
011468	Non Government Transfers	-	-	15,792,800	15,792,800
	Total General Fund	\$ 14,157,200	\$ 7,602,500	\$ 15,792,800	\$ 37,552,500
031000	Police Pension	1,238,200	-	-	1,238,200
046419	Street Repairs	4,201,900	2,887,700	-	7,089,600
046426	Traffic Signal Maintenance	212,700	246,800	-	459,500
046427	Snow Removal	-	1,385,956	-	1,385,956
046433	Municipal Garage	686,500	837,500	-	1,524,000
056000	State Highway Maintenance	-	160,000	-	160,000
066000	Motor Vehicle License Tax	-	300,000	-	300,000
075000	Emergency Vehicle Fund	-	1,194,150	-	1,194,150
085000	Fire Levy	6,704,400	644,900	-	7,349,300
085001	Fire Station Ward 1	-	47,900	-	47,900
085002	Fire Station Ward 2	-	38,600	-	38,600
085003	Fire Station Ward 3	-	39,700	-	39,700
085004	Fire Station Ward 4	-	95,200	-	95,200
095000	Fire Pension	1,322,700	-	-	1,322,700
111000	Clerk of Court	-	35,000	-	35,000
121000	Drainage Levy	-	395,100	400,000	795,100
131000	FEMA Fund	-	370,000	295,000	665,000
143304	Sports Programs	253,500	169,600	-	423,100
143305	Recreation Administration	432,700	635,500	-	1,068,200
143306	Fitness	409,800	134,900	-	544,700
143309	Ice Rink	-	280,500	-	280,500
143310	Aquatics	590,400	161,300	-	751,700
143311	Recreation Programs	213,100	32,800	-	245,900
143430	Special Events	-	15,800	-	15,800
143431	Old Town Hall	9,900	12,300	-	22,200
143439	Senior Services	529,800	318,000	-	847,800
143451	Recreation Maintenance	483,500	168,000	-	651,500
143500	Program Refunds	-	49,900	-	49,900
152000	Southwest General Hospital	-	334,902	-	334,902
165000	Law Enforcement Federal Seizures	-	36,000	-	36,000
175000	Law Enforcement State Seizures	-	2,000	-	2,000
185000	Law Enforcement Drug Fine	-	400	-	400
195000	Law Enforcement DWI/DUI	-	10,000	-	10,000
204000	Tree Maintenance	-	140,000	-	140,000
225000	Community Diversion	10,200	3,000	-	13,200
224000	Earned Benefits	400,000	-	-	400,000
	Total Special Revenue Funds	\$ 17,699,300	\$ 11,183,408	\$ 695,000	\$ 29,577,708

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

Dept. #	Department	Personal Service	Other	Transfers & Advances	Total
311000	General Bond Retirement	-	15,179,334	-	15,179,334
333000	Pearl Road TIF # 1	-	3,752,992	330,000	4,082,992
334000	Royalton Road TIF	-	166,875	-	166,875
335000	Pearl Road TIF # 2	-	700	-	700
	Total Debt Service	\$ -	\$ 19,099,901	\$ 330,000	\$ 19,429,901
413000	Recreation Capital Improvement	-	441,800	-	441,800
421000	General Capital Improvement	-	9,652,207	-	9,652,207
446200	Pearl Road Capital Improvement Phase II	-	8,269,552	2,000,000	10,269,552
	Total Capital Projects	\$ -	\$ 18,363,559	\$ 2,000,000	\$ 20,363,559
512501	Engineering and Administration	611,800	949,000	-	1,560,800
512502	Plant Expenditures	-	2,238,000	-	2,238,000
512503	Line Expenditures	645,700	963,500	-	1,609,200
512504	Sewer Capital Improvements	-	2,160,000	-	2,160,000
512505	Sewer Debt Payments	-	541,684	-	541,684
	Total Sanitary Sewer	\$ 1,257,500	\$ 6,852,184	\$ -	\$ 8,109,684
664000	Workers Compensation	-	315,100	-	315,100
	GRAND TOTAL	\$ 33,114,000	\$ 63,416,652	\$ 18,817,800	\$ 115,348,452

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – 197

By: Mr. Maloney

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE LOCATED AT ROYALTON ROAD AND WEST 130th STREET, IN THE CITY OF STRONGSVILLE FROM LB (LOCAL BUSINESS) CLASSIFICATION TO MS (MOTORIST SERVICE) CLASSIFICATION (PART OF PPN 399-01-005).

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

Section 1. That the Zoning Map of the City of Strongsville, adopted by Section 1250.03 of Title Six, Part Twelve of the Codified Ordinances of Strongsville, be amended to change the zoning classification of certain property located at Royalton Road and West 130th Street, from LB (Local Business) classification to MS (Motorist Service) classification (PPN 399-01-005), which property is more fully described in Exhibit "A" and as depicted in Exhibit "B", attached hereto and incorporated herein as if fully rewritten.

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

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

Section 4. That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

First reading: _____ Referred to Planning Commission

Second reading: _____

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2014 - 197
Page 2

Third reading: _____ Approved: _____

Public Hearing: _____

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. 2014-197 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

PETITION FOR ZONING CHANGE

Ordinance Number: 2014-197

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

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

Such change is necessary for the preservation and enjoyment of a substantial property right because: Local zoning is overly restrictive by precluding a use that is in great demand in the neighborhood. Rezone to MS would allow development that would provide and enhance convenience for the neighborhood.

Such change will not be materially detrimental to the public welfare nor to the property of other persons located in the vicinity because: The proposed use fits harmoniously with other adjacent commercial uses, provides convenience by enhancing neighborhood services, and will include required screening between adjacent properties.

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

1. _____
2. _____
3. _____

THE PROPOSED USE OF THE PROPERTY IS: Gas Station/Convenience Store

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

Name: Mark Bush - Agent

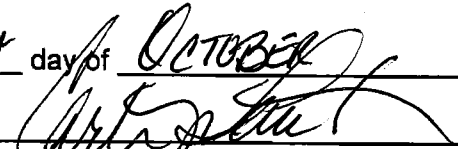
Address: 361 Summit Blvd. Suite 110, Birmingham, AL 35243

Telephone Number: 205-968-9220

Signature of Owner(s)

State of Ohio)
County of Cuyahoga)

Sworn to and subscribed in my presence this 4th day of OCTOBER, 2014.


Notary Public

My commission expires: CARLA M. SANTORA
Notary Public - State of Ohio

* Please pay particular attention to the details in item number 4 on page one. The commission expires December 2, 2017. owners must be prepared by a title insurance company. Please provide a cover letter from the title insurance company verifying that said list was prepared by them.

PROPERTY DESCRIPTION FORM

Ordinance Number: 2014-197

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

Address of Property: Royalton Rd. (S.R. 82), Strongsville, OH

Permanent Parcel No.: 399-01-005

The property is bounded by the following streets: (indicate direction; i.e., north, south, etc.) Royalton Rd. (S.R. 82) to the north and w. 130th St. to the East.

Number and type of buildings which now occupy property (if any): None

Acreage: 67,125 sqft or 1.541 acres

Said property (has) (had) the following deed restrictions affecting the use thereof (attach copy): See attached Deed.

Said deed restrictions (will) (have) expire(d) on: December 29, 2007

Said property is presently under lease or otherwise encumbered as follows: N/A

Owner(s)	Percent of Ownership:
1. <u>Petros Family LTD PA</u>	<u>100</u> %
2. _____	_____ %
3. _____	_____ %

[Signature]
Signature of Owner(s)

State of Ohio)
County of Cuyahoga)

Sworn to and subscribed to in my presence this 6th day of December, 2014.

[Signature]
Notary Public

My commission expires _____
CARLA M. SANTORA
Notary Public - State of Ohio
Recorded in Cuyahoga County
My Commission Expires December 2, 2017

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

EXHIBIT "A"

SITUATED IN THE TOWNSHIP OF STRONGSVILLE, COUNTY OF CUYAHOGA, STATE OH OHIO:

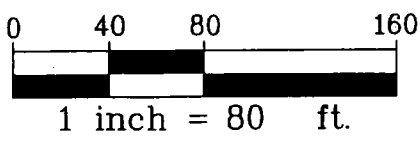
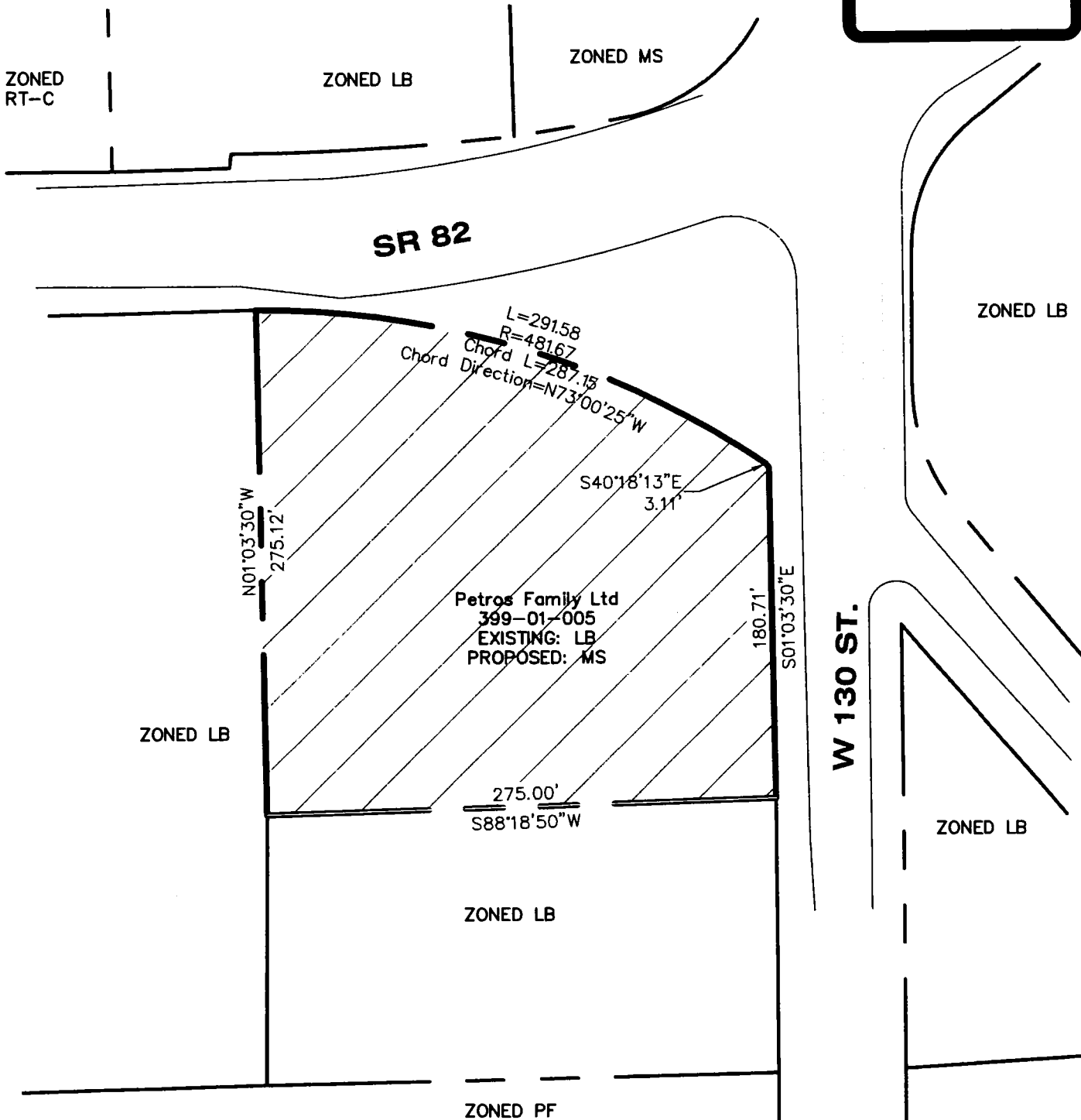
AND KNOWN AS BEING PART OF ORIGINAL STRONGSVILLE TOWNSHIP LOT NO. 5 AND BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING IN THE WESTERLY LINE OF WEST 130TH STREET, 80 FEET WIDE, AT THE NORTHEASTERLY CORNER OF A PARCEL OF LAND CONVEYED TO FRANK W. DONNER BY DEED RECORDED IN VOLUME 10122, PAGE 160 OF CUYAHOGA COUNTY RECORDS; THENCE SOUTH $88^{\circ} 18' 50''$ WEST ALONG THE NORTHERLY LINE OF SAID LAND, 275.00 FEET TO THE NORTHWESTERLY CORNER OF SAID LAND; THENCE NORTH $1^{\circ} 03' 30''$ WEST ALONG THE PROLONGATION NORTHERLY OF THE WESTERLY LINE OF SAID LAND COVED TO FRANK W. DONNER, BEING ALSO THE EASTERLY LINE OF A PARCEL OF LAND CONVEYED TO HARRY NICHOLSON BY DEED RECORDED IN VOLUME 7480, PAGE 644 OF CUYAHOGA COUNTY RECORDS, 275.12 FEET TO A POINT IN THE SOUTHERLY CURVED LINE OF ROYALTON ROAD AS SHOWN BY THE RECORDED PLAT IN VOLUME 125, PAGE 18 OF CUYAHOGA COUNTY RECORDS; THENCE SOUTHEASTERLY ALONG THE SOUTHERLY CURVED LINE OF ROYALTON ROAD, BEING THE ARC OF A CIRCLE DEFLECTING TO THE RIGHT, 291.58 FEET TO ITS INTERSECTION WITH THE SOUTHWESTERLY LINE OF EDGERTON ROAD, 60 FEET WIDE; SAID ARC HAVING A RADIUS OF 481.67 FEET AND A CHORD WHICH BEARS SOUTH $73^{\circ} 00' 25''$ EAST, 287.15 FEET; THENCE SOUTH $40^{\circ} 18' 13''$ EAST ALONG THE SOUTHWESTERLY LINE OF EDGERTON ROAD, 60 FEET WIDE, 3.11 FEET TO ITS INTERSECTION WITH THE WESTERLY LINE OF WEST 130TH STREET, 80 FEET WIDE; THENCE SOUTH $1^{\circ} 03' 30''$ CAST ALONG THE WESTERLY LINE OF WEST 130TH STREET 180.71 FEET TO THE PLACE OF BEGINNING ACCORDING TO THE SURVEY OF WARREN J. ROOT & ASSOCIATES, CIVIL ENGINEERS & SURVEYORS, BE THE SAME MORE OR LESS, BUT SUBJECT TO ALL LEGAL HIGHWAYS. THE COURSES USED IN THIS DESCRIPTION ARE GIVEN TO A ASSUMED MERLDIAN, AND ARE USED TO INDICATE ANGLES ONLY.

LESS AND EXCEPT THE DESCRIPTION RECORDED 07/25/2013 IN DOCUMENT NO. 200307250669, AND RE-RECORDED 10/07/2033 IN DOCUMENT NO. 200310071633

TAX I.D. NUMBER: 399-01-005

EXHIBIT B



DIMENSIONS SHOWN ALONG PROPERTY, RIGHT-OF-WAY AND/OR LEASE LINES ARE PRELIMINARY AND SHOWN FOR INFORMATIONAL PURPOSES ONLY

HS
 hurley & stewart
 2800 south 11th street
 kalamazoo, michigan 49009
 269.552.4960 fax 269.552.4961
 www.hurleystewart.com

Job No.: 14-011
 Date: 10/02/14
 Scale: AS NOTED
 P.M.: TM
 D/t: AS
 QA/QC: 10/02/14

Title:
**Petition for Rezone
 Zoning Change App
 City of Strongsville**

Drawing No.
1

CITY OF STRONGSVILLE
OFFICE OF THE COUNCIL

MEMORANDUM

TO: Ken Mikula, City Engineer

FROM: Aimee Pientka, Clerk of Council

DATE: October 10, 2014

SUBJECT: Rezoning Application
Petros Family LTD PA, Owners; Mark Bush, Agent
PPNs 399-01-005
From LB to MS

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

Thank you.

akp
Attachments

cc: Thomas P. Perciak, Mayor
Kenneth A. Kraus, Law Director
Daniel J. Kolick, Asst. Law Director
George Smerigan, City Planner
All Members of Council
Carol Oprea, Planning Commission Secretary

City of Strongsville

Memorandum

RECEIVED
OCT 10 2014
CITY OF STRONGSVILLE
CITY COUNCIL

To: Ken Kraus, Law Director

CC: Mayor Thomas Perciak
Aimee Pientka, Clerk of Council

From: Lori Daley, Engineering

Date: October 10, 2014

Re: Rezoning Application
Petros Family LTD PA, Owners
Mark Bush, Agent
PPN 399-01-005
From LB to MS

Ken,

The legal description included in the Clerk of Council's October 10, 2014 memo regarding the above referenced parcel appears to accurately describe the area be rezoned.

Please feel free to contact me with any questions.

Thank you.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – 198

By: Mr. Carbone

AN ORDINANCE AMENDING SECTION 2 OF ORDINANCE NO. 2013-222 TO INCREASE THE APPROPRIATED CONTRACT NOT-TO-EXCEED AMOUNT WITH SCHULTZ FLUID HANDLING FOR ADDITIONAL ITEMS REQUIRED BY THE DEPARTMENT OF PUBLIC SERVICE TO REPAIR THE PUMPS AT THE CITY'S WASTEWATER TREATMENT FACILITIES, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.

WHEREAS, through adoption of Ordinance No. 2013-222, the Council approved and authorized the Mayor to enter into a contract with Schultz Fluid Handling Equipment for various replacement/repair parts and equipment to be utilized at the City's Wastewater Treatment Facilities, without public bidding, in a total amount not to exceed \$62,222.00; and

WHEREAS, since then, the Director of Public Service has determined the necessity for additional items required to complete repair of the pumps as previously authorized; and

WHEREAS, under the circumstances, the City's Service Department, therefore, now recommends approval of a contract modification in an amount not to exceed an additional \$5,984.72 to pay for such further necessary items; and

WHEREAS, it is accordingly necessary for Council to allocate the additional funds on an emergency basis by amending the prior Ordinance, and modifying the original not-to-exceed amount, in order to authorize the new total amount of \$68,206.72.

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

Section 1. That this Council finds and determines, as set out in Article V, §5 of the Charter, that there is an immediate and present emergency in the operation of the Department of Public Service of the City of Strongsville, in that it has become immediately necessary to provide for additional items required to complete repair of the pumps at the City's Wastewater Treatment Facilities, without public bidding, to protect the health, safety and welfare of the residents, and to conserve public funds.

Section 2. That Section 2 of Ordinance No. 2013-222 is hereby amended to read in its entirety as follows:

“Section 2. That, for the reasons aforesaid, this Council hereby approves and authorizes the Mayor to enter into a contract with **SCHULTZ FLUID HANDLING EQUIPMENT**, without public bidding, in an amount not to exceed ~~\$62,222.00~~**68,206.72** for the purchase of a grinder insert and two sets of pump repair parts with appurtenances, to be used by the Department of Public Service, as more fully set forth in the proposal attached hereto as Exhibit “A” and incorporated herein by reference, and as reflected in a contract to be in a form approved by the Law Director.”

Section 3. That for the reasons aforesaid, this Council hereby approves and authorizes the Mayor to enter into an amendment, without public bidding, to the contract with **SCHULTZ FLUID HANDLING EQUIPMENT**, in order to increase the not-to-exceed amount by a total of \$5,984.72, from \$62,222.00 to \$68,206.72.

Section 4. That the funds for the purposes of this amendment have been appropriated and shall be paid from the Sanitary Sewer Fund.

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

Section 6. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to amend the prior Ordinance and contract in order to provide sufficient funds for the purchase of various additional repair items in order to provide continuity and efficient operation of the City’s Wastewater facilities, to repair and protect City-owned utilities and property, and to conserve public funds. Therefore, provided this Ordinance receives the unanimous vote of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2014 - 198
Page 3

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. 2014-198 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – 199

By: Mayor Perciak and Mr. Carbone

AN ORDINANCE RATIFYING, APPROVING AND AUTHORIZING THE MAYOR TO MAKE VARIOUS PURCHASES OF MISCELLANEOUS SUPPLIES, MATERIALS AND EMERGENCY ITEMS AS NEEDED BY THE CITY'S SERVICE DEPARTMENT AND OTHER CITY DEPARTMENTS, ALL WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.

WHEREAS, the City's Service Department and other City Departments, in the course of performing their respective required duties and operations, from time to time find it necessary to promptly purchase various materials, supplies and emergency items, which can constitute emergency circumstances threatening the proper operation of the City's Departments, and that impact on the health, safety and welfare of the City's residents; and

WHEREAS, in order to properly address these circumstances as they arise, and in accordance with the best efforts of the City's Department of Public Service and other Departments, it occasionally becomes necessary to purchase such supplies, materials and other emergency items on an immediate basis; and

WHEREAS, the Service and other Departments likely will require such materials, supplies and other emergency items on an ongoing and immediate basis through December 31, 2014; and

WHEREAS, **LOWE'S** can provide such items at extremely competitive pricing with public sector entity discounts, and on an expeditious and convenient basis.

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

Section 1. That this Council finds and determines, as set out in Article V, §5 of the Charter, that there is an immediate and present emergency in the operation of the Department of Public Service of the City of Strongsville and other City Departments, in that it occasionally is necessary to make purchases on an immediate basis, without public bidding, of various miscellaneous supplies, materials and other necessary items, in order to provide for the proper continuity of City Department operations, to protect the health, safety and welfare of the residents, and to conserve public funds.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2014 – 199
Page 2

Section 2. That for the reasons aforesaid, this Council hereby ratifies, approves and authorizes the Mayor to make further purchases from **LOWE'S**, without public bidding, of various miscellaneous supplies, materials and other emergency items, in a total amount not to exceed \$75,000.00, which includes all purchases during 2014 to date, through December 31, 2014.

Section 3. That the funds for the purposes of said purchases have been appropriated and shall be paid from the General Fund; Street Construction, Maintenance & Repair Fund; Fire Levy Fund; Multi-Purpose Complex Fund; and Sanitary Sewer Fund.

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

Section 5. That this Ordinance is hereby declared to be an emergency measure 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 approve and authorize purchases of various supplies, materials and miscellaneous emergency items in order to provide for the continuity of services, operation, and maintenance of the City's Department of Public Service and other City Departments, and to conserve public funds. Therefore, provided this Ordinance receives the unanimous vote of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor.

 President of Council

Approved: _____
 Mayor

Date Passed: _____ Date Approved: _____

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

Attest: _____
 Clerk of Council

ORD. No. 2014-199 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014- 200

By: Mayor Perciak and All Members of Council

AN ORDINANCE DECLARING IMPROVEMENTS TO CERTAIN PARCELS OF REAL PROPERTY TO BE A PUBLIC PURPOSE, DESCRIBING THE PUBLIC IMPROVEMENTS TO BE MADE TO DIRECTLY BENEFIT SUCH PARCELS, REQUIRING THE OWNERS OF THE IMPROVEMENTS ON SUCH PARCELS TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES, ESTABLISHING A **GETGO** 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 parcels may be consolidated or split (collectively, the "Property"), this Council may cause construction 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 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

CITY OF STRONGSVILLE
ORDINANCE NO. 2014 – 200
PAGE 2

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 **GetGo** 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 **GETGO** 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.

CITY OF STRONGSVILLE
ORDINANCE NO. 2014 – 200
PAGE 3

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 Development Services Agency of the State of Ohio 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 Development Services Agency of the State of Ohio 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: _____, 2014 Date Approved: _____, 2014

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

Attest: _____
 Clerk of Council

ORD. No. 2014-200 **Amended:** _____
1st Rdg. _____ **Ref:** _____
2nd Rdg. _____ **Ref:** _____
3rd Rdg. _____ **Ref:** _____

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

EXHIBIT A
THE PROPERTY

CITY OF STRONGSVILLE
GetGo TIF Parcel Numbers

397-10-006

397-10-010

397-10-012

EXHIBIT B

DESCRIPTION OF THE PUBLIC IMPROVEMENTS

The Public Improvements consist of

- (i) the widening of and other improvements to Pearl Road south from and including the intersection of Pearl Road and Drake Road to the City line, and north from and including the intersection of Pearl Road and Drake Road to and including the intersection of Pearl Road and Royalton Road, 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) improvements to Drake Road west from and including the intersection of Pearl Road and Drake Road to and including the intersection of Foltz Parkway, and east from and including the intersection of Pearl Road and Drake Road to and including the intersection of Pearl Road and Howe Road, 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. 2014- 201

By: Mayor Perciak and All Members of Council

AN ORDINANCE DECLARING IMPROVEMENTS TO CERTAIN PARCELS OF REAL PROPERTY TO BE A PUBLIC PURPOSE, DESCRIBING THE PUBLIC IMPROVEMENTS TO BE MADE TO DIRECTLY BENEFIT SUCH PARCELS, REQUIRING THE OWNERS OF THE IMPROVEMENTS ON SUCH PARCELS TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES, ESTABLISHING A **PROSPECT/ALBION** 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 parcels may be consolidated or split (collectively, the "Property"), this Council may cause construction 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 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

CITY OF STRONGSVILLE
ORDINANCE NO. 2014 – 201
PAGE 2

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 **Prospect/Albion** 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 **PROSPECT/ALBION** 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.

CITY OF STRONGSVILLE
ORDINANCE NO. 2014 – 201
PAGE 3

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 Development Services Agency of the State of Ohio 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 Development Services Agency of the State of Ohio 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: _____, 2014

Date Approved: _____, 2014

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

Attest: _____
 Clerk of Council

ORD. No. 2014-201 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

EXHIBIT A
THE PROPERTY

CITY OF STRONGSVILLE
Prospect/Albion TIF Parcel Numbers

391-16-004

391-16-019

EXHIBIT B

DESCRIPTION OF THE PUBLIC IMPROVEMENTS

The Public Improvements consist of

- (i) the widening of and other improvements to Prospect Street north from and including the intersection of Prospect Street and Albion Road to the City line, and south from and including the intersection of Prospect Street and Albion Road to and including the intersection of Prospect Street and Royalton Road, 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) improvements to Albion Road west from and including the intersection of Prospect Street and Albion Road to the City line, and east from and including the intersection of Prospect Street and Albion Road to and including the intersection of Albion Road and Eastland Road, 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. 2014- 202

By: Mayor Perciak and All Members of Council

AN ORDINANCE DECLARING IMPROVEMENTS TO CERTAIN PARCELS OF REAL PROPERTY TO BE A PUBLIC PURPOSE, DESCRIBING THE PUBLIC IMPROVEMENTS TO BE MADE TO DIRECTLY BENEFIT SUCH PARCELS, REQUIRING THE OWNERS OF THE IMPROVEMENTS ON SUCH PARCELS TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES, ESTABLISHING A **WHITNEY/PEARL** 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 parcels may be consolidated or split (collectively, the "Property"), this Council may cause construction 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 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

CITY OF STRONGSVILLE
ORDINANCE NO. 2014 – 202
PAGE 2

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 **Whitney/Pearl** 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 **WHITNEY/PEARL** 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.

CITY OF STRONGSVILLE
ORDINANCE NO. 2014 – 202
PAGE 3

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 Development Services Agency of the State of Ohio 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 Development Services Agency of the State of Ohio 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: _____, 2014

Date Approved: _____, 2014

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

Attest: _____
 Clerk of Council

ORD. No. 2014-202 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

EXHIBIT A
THE PROPERTY

CITY OF STRONGSVILLE
Whitney/Pearl TIF Parcel Numbers

395-03-005

395-10-014

395-10-017

EXHIBIT B

DESCRIPTION OF THE PUBLIC IMPROVEMENTS

The Public Improvements consist of

- (i) the widening of and other improvements to Pearl Road north from and including the intersection of Pearl Road and Whitney Road to City line, and south from and including the intersection of Pearl Road and Whitney Road to the access road to the Ohio Turnpike (I-80), 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) improvements to Whitney Road west from and including the intersection of Pearl Road and Whitney Road to and including the intersection of Big Creek Parkway, and east from and including the intersection of Pearl Road and Whitney Road to and including the underpass at I-71, 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. 2014 – 203

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE STRONGSVILLE CITY SCHOOL DISTRICT FOR THE CITY TO PROVIDE ROAD SALT DURING THE 2014-2015 WINTER SEASON, AND DECLARING AN EMERGENCY.

WHEREAS, the Strongsville City School District ("District") is a political subdivision of the State of Ohio; and

WHEREAS, various provisions in the law, including Ohio Revised Code Sections 9.48, 9.482 and 735.053, provide that a political subdivision may authorize the appropriate official to enter into a contract, without advertising and bidding, for the purchase of material, equipment, or supplies from another political subdivision of the State; and

WHEREAS, the City is purchasing and has available or will have available an additional supply of road salt; and

WHEREAS, the District is desirous of purchasing approximately 300 tons of road salt from the City of Strongsville at the rate of some \$61.50 per ton for use during the 2014-2015 winter season; and

WHEREAS, the City is desirous of entering into an intergovernmental agreement with the District to provide said agency with road salt which the City has available to it.

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 an Intergovernmental Agreement with the Strongsville City School District in order that the City may provide it with road salt which the City has available, at the rate of \$61.50 per ton loaded as needed on a weekly basis, but not to exceed a total of 300 tons during the 2014-2015 winter season ending April 1, 2015; and subject to the availability of supplies and requirements for City streets. Said Agreement shall be in the form attached hereto as Exhibit A and incorporated herein, but subject to final adjustment by the Law Director.

Section 2. That the funds for the aforesaid purpose shall be paid into the City's Street Construction, Maintenance and Repair Fund.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2014 – 203
Page 2

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

Section 4. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that the aforesaid Agreement is necessary in order to provide the City's Schools with additional rock salt that the City has available, provide for the continuity of services to residents of the City, and conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

 President of Council

Approved: _____
 Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
 Clerk of Council

ORD. No. 2014-203 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2014, by and between the **CITY OF STRONGSVILLE, OHIO**, located at 16099 Foltz Parkway, Strongsville, Ohio 44149, (hereinafter "City") and the **STRONGSVILLE CITY SCHOOL DISTRICT**, located at 13200 Pearl Road, Strongsville, Ohio 44136 (hereinafter "District").

WITNESSETH:

WHEREAS, the School District and the City are political subdivisions of the State of Ohio; and

WHEREAS, various provisions in the law, including Ohio Revised Code Sections 9.48, 9.482 and 735.053, provide that a political subdivision may authorize the appropriate official to enter into a contract, without advertising and bidding, for the purchase of material, equipment, or supplies from another political subdivision of the State; and

WHEREAS, the City is purchasing and has available or will have available an additional supply of road salt; and

WHEREAS, the District is desirous of purchasing approximately 300 tons of road salt from the City at the rate of \$61.50 per ton for use during the 2014-2015 winter season; and

WHEREAS, the City is desirous of entering into an intergovernmental agreement with the District to provide said agency with road salt which the City has available to it, and to this end the City Council on _____, 2014 adopted Ordinance No. 2014-____ authorizing the Mayor of the City to enter into such an agreement;

NOW, THEREFORE, in consideration of the promises, terms, conditions and considerations herein, City and the District agree as follows:

1. The term of this Agreement shall be effective from the date of execution hereof to April 1, 2015, and is renewable from year to year only if both parties concur and determine a mutually agreeable rate and amount of supply of salt. In any event, either party can cancel this Agreement at any time without cause upon sixty (60) days prior written notice.
2. The City shall provide to the District approximately 300 tons of road salt at a cost to the District of \$61.50 per ton loaded as needed on a weekly basis, not to exceed 300 tons, during the annual term of this Agreement.
3. The District shall provide drivers and trucks to pick up the road salt which it purchases from the City at the City's facility located at 16099 Foltz Parkway, Strongsville, Ohio.
4. The City shall provide manpower and equipment in order to load and fill the District's vehicles with the road salt that the District purchases.

5. Purchases of such road salt by the District from the City and the extent of any purchases shall be subject to the availability of supply and the City's needs. If the City within its sole discretion does not have sufficient salt in order to properly provide for the City's needs, then the City shall not be obligated to sell and/or provide the District road salt.
6. The City shall invoice the District on or before the 15th day of each month for the amounts of road salt purchased by it. All said billings shall be paid by the District to the City within thirty (30) days from the date of such invoice. Any said billings not paid by the District and received by the City within said thirty (30) day period shall accrue interest at the rate of 1.5% per month.
7. In the event that the District fails to make any payment due hereunder or otherwise fails to comply with any term, condition or provision of this Agreement, the City may, at its option, cancel and terminate this Agreement and/or seek money damages against the District and/or pursue any other remedy available at law or in equity.
8. Concurrently with the execution of this Agreement, the District shall provide a certification by its fiscal officer or agent that the funds required to meet its obligations under the terms of this Agreement have been lawfully appropriated, or are lawfully deemed to be appropriated or are in the District's treasury or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances.
9. Subject to the limitations provided by law, the District agrees to defend and hold harmless the City and its agents, officers, employees and representatives from and against any and all injuries (including death), demands, claims, causes of action, judgments, liens, fines, penalties, liabilities, losses, costs and expenses, including, but not limited to, the amounts paid for settlement of claims, attorney fees, paralegal fees, consultant fees, expert fees and court costs (collectively "claims") caused by the District or the City, or their respective agents, officers, employees and representatives or arising out of the supplying or non-supplying of road salt to the District, unless such claim arises out of or is caused by the gross negligence or willful misconduct of the City or its officers, employees, agents or representatives as finally determined by a court of competent jurisdiction. District will provide City with an annual Certificate of Insurance in proper form and to the reasonable satisfaction of the City.
10. All notices or other communications required or permitted under this Agreement shall be in writing and either delivered personally or mailed, by certified U.S. mail, return receipt requested, or sent by a nationally recognized overnight courier, delivery and postage charges prepaid, to the addresses listed below or to such other address as either party may designate in writing:

If to City:

City of Strongsville
16099 Foltz Parkway
Strongsville, OH 44149
Attention: Director of Public Service
(with a copy to the Law Director at the above address)

If to the District:

Strongsville City School District
13200 Pearl Road
Strongsville, OH 44136
Attention: Mark Donnelly, CPA, Director of Business Services

11. This Agreement shall be subject to and governed by the laws of the State of Ohio.
12. This Agreement constitutes the entire agreement of the parties with regard to the subject matter, and is intended as a complete and exclusive statement of the promises, representation, negotiations, discussions and agreements of the parties. No modification or amendment of this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.
13. The waiver of any party hereto of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach of the same or any other provision. No waiver shall be binding unless it is in writing, and no course of dealing, delay or omission in the exercise of any rights shall operate as a waiver.
14. No party hereto shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder for any reason beyond its reasonable control, including, but not limited to, strikes, inmate disturbances, acts of God, civil or military authority, earthquakes, floods, or any similar cause beyond the reasonable control of either party.
15. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.
16. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.
17. The undersigned representatives of each of the parties hereby represent and warrant that he/she is the duly authorized officer or agent of such party, that each party has approved this Agreement by appropriate legal and/or legislative action, and that this Agreement constitutes a valid and binding contract and agreement properly undertaken and binding upon each of the parties.

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

Signed in the presence of:

**“CITY”
CITY OF STRONGSVILLE**

By: _____
Thomas P. Perciak, Mayor

**“DISTRICT”
STRONGSVILLE CITY
SCHOOL DISTRICT**

By: _____

Its: _____

CERTIFICATE OF LAW DIRECTOR OF THE CITY OF STRONGSVILLE

I have hereby reviewed and approved the form of the foregoing Agreement this ____ day of _____, 2014.

Law Director

**CERTIFICATION OF FUNDS BY THE
STRONGSVILLE CITY SCHOOL DISTRICT**

I, _____, Treasurer of the Strongsville City School District hereby certify that the money to meet the foregoing Agreement has been lawfully appropriated for the purpose of said Agreement and is in the treasury of the School District, or is in the process of collection to the credit of the appropriate fund free from prior encumbrance.

Date

Treasurer