



## City of Strongsville

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

November 26, 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](mailto:aimee.pientka@strongsville.org)

Tiffany Mekeel  
Assistant Clerk of Council  
[tiffany.mekeel@strongsville.org](mailto:tiffany.mekeel@strongsville.org)

### MEETING NOTICE

City Council has scheduled the following meetings for **Monday, December 01, 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.**

**Planning Zoning and Engineering Committee** will meet to discuss Ordinance Nos. 2014-172, 2014-229, 2014-230, 2014-231, 2014-232 and 2014-233.

**Finance Committee** will meet to discuss Ordinance Nos. 2014-220 and 2014-234. A motion will be made to approve the Finance Committee meeting minutes of November 19, 2014.

**Public Safety and Health Committee** will meet to discuss Ordinance Nos. 2014-235 and 2014-236.

**Recreation and Community Services Committee** will meet to discuss Resolution No. 2014-237.

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

**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, DECEMBER 01, 2014 AT 8:00 P.M.**

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

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**AGENDA**

1. CALL TO ORDER:
2. PLEDGE OF ALLEGIANCE:
3. CERTIFICATION OF POSTING:
4. ROLL CALL:
5. COMMENTS ON MINUTES:
  - *Council Meeting – November 17, 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. 2014-172 by Mr. Carbone and Mr. Maloney. AN ORDINANCE AMENDING SECTIONS 1252.05, 1252.20, AND SECTION 1253.11, OF TITLE SIX OF PART TWELVE-PLANNING AND ZONING CODE, OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE CONCERNING REQUIREMENTS ASSOCIATED WITH R1-125 RESIDENTIAL DISTRICTS AND CLUSTER DEVELOPMENTS. First reading and referred to Planning Commission 09-15-14. Favorable recommendation by Planning Commission 09-25-14. Second reading 10-06-14. Public hearing 11-17-14.
- Ordinance No. 2014-220 by Mayor Perciak and All Members of Council. AN ORDINANCE AMENDING THE GENERAL SALARY ORDINANCE TO AMEND ARTICLE 5, POSITION PLAN, IN ORDER TO ESTABLISH, ALLOCATE AND FIX THE COMPENSATION OF THE POSITION OF AQUATICS/POOL ASSISTANT MANAGER; TO AMEND SECTIONS 6-003, 9-003, 9-004, 9-006, 9-007, 9-008, 9-009, AND 9-010 IN ORDER TO ADJUST CERTAIN PROVISIONS CONCERNING SALARY AND HOURLY PAY RANGE SCHEDULES; TO FIX THE COMPENSATION OF CERTAIN SALARIED AND HOURLY EMPLOYEES; AND REPEALING ALL OTHER ORDINANCES IN CONFLICT HERewith; AND DECLARING AN EMERGENCY. First reading 11-17-14.
- Ordinance No. 2014-229 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 VACANT REAL ESTATE LOCATED NEAR WESTWOOD DRIVE AND OLYMPUS WAY (PART OF PPN 392-30-006) IN THE CITY OF STRONGSVILLE FROM R1-75 (ONE FAMILY 75) CLASSIFICATION TO PF (PUBLIC FACILITIES) CLASSIFICATION, AND DECLARING AN EMERGENCY.
- Ordinance No. 2014-230 by Mr. Maloney. AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ISSUE AND APPROVE CHANGE ORDER NO. 4 FOR A FURTHER INCREASE IN THE CONTRACT PRICE IN ACCORDANCE WITH THE PROVISIONS OF THE CONTRACT BETWEEN THE CITY OF STRONGSVILLE AND FABRIZI TRUCKING & PAVING CO., INC., IN CONNECTION WITH THE PEARL ROAD WIDENING PROJECT PHASE II (CUI-42-0.00), AND DECLARING AN EMERGENCY.
- Ordinance No. 2014-231 by Mr. Maloney. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A FIRST AMENDMENT TO SITE LEASE AGREEMENT WITH NEW CINGULAR WIRELESS PCS, LLC, AS LESSEE, AND THE CITY OF CLEVELAND, AS LESSOR, FOR MODIFICATION OF THE INSTALLATION ON PREMISES LOCATED AT 18778 ROYALTON ROAD, AT THE CLEVELAND WATER TOWER AND ITS TELECOMMUNICATIONS FACILITIES, IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

- Ordinance No. 2014-232 by Mayor Perciak and All Members of Council. AN ORDINANCE APPROVING AND AUTHORIZING THE FILING OF AN APPLICATION FOR FEDERAL-AID PROJECT FUNDING ASSISTANCE WITH THE NORTHEAST OHIO AREAWIDE COORDINATING AGENCY, THROUGH ITS TRANSPORTATION IMPROVEMENT PROGRAM, IN CONNECTION WITH THE IR71/SR82 INTERCHANGE IMPROVEMENTS-RAMP B MODIFICATIONS PROJECT [Cuy-82-3.45]; AND DECLARING AN EMERGENCY.
- Ordinance No. 2014-233 by Mayor Perciak and Mr. Maloney. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR ENGINEERING CONSULTING SERVICES FOR THE CITY-WIDE TRAFFIC SIGNAL SYSTEM UPGRADE PROJECT (PID NO.67602), AND DECLARING AN EMERGENCY.
- Ordinance No. 2014-234 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 2014-219.
- Ordinance No. 2014-235 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH CUYAHOGA COUNTY FOR THE AWARD OF FINANCIAL ASSISTANCE UNDER THE COUNTY'S 9-1-1 CONSOLIDATION SHARED SERVICES FUND PROGRAM, IN CONNECTION WITH THE CITY OF STRONGSVILLE'S SOUTHWEST REGIONAL EMERGENCY DISPATCH CENTER; AND DECLARING AN EMERGENCY.
- Ordinance No. 2014-236 by Mayor Perciak and Mr. DeMio. AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO PURCHASE WORKSTATION FURNITURE FOR THE CITY'S SOUTHWEST REGIONAL PUBLIC SAFETY DISPATCH CENTER, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.
- Resolution No. 2014-237 by Mr. Southworth. A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS FOR THE PURCHASE OF YOUTH SPORTS WEARING APPAREL FOR USE BY THE RECREATION DEPARTMENT OF THE CITY OF STRONGSVILLE DURING 2015.

11. COMMUNICATIONS, PETITIONS AND CLAIMS:

12. MISCELLANEOUS BUSINESS:

13. ADJOURNMENT:



CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – 172

By: Mr. Carbone and Mr. Maloney

AN ORDINANCE AMENDING SECTIONS 1252.05, 1252.20, AND SECTION 1253.11, OF TITLE SIX OF PART TWELVE-PLANNING AND ZONING CODE, OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE CONCERNING REQUIREMENTS ASSOCIATED WITH R1-125 RESIDENTIAL DISTRICTS AND CLUSTER DEVELOPMENTS, **AS AMENDED**.

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

**Section 1.** That existing Sections 1252.05 and 1252.20 under Residential Districts, of Title Six of Part Twelve-Planning and Zoning Code of the Codified Ordinances of the City of Strongsville, be and are hereby amended to read in their entirety as follows:

\* \* \*

**1252.05 SCHEDULE OF AREA, YARD AND HEIGHT REGULATIONS.**

District	Dwelling Type	Minimum Land Area Per Dwelling Unit (sq. ft.)	Maximum Density (Dwelling Units Per Acre)	Minimum Width of Lot (ft.)	Land Coverage by Building Maximum (%)
ER	1 Family	130,680	0.33	200*	25
R1-125	1 Family	<del>43,560</del> <b>25,000</b>	<del>0.92</del> <b>0.63</b>	125*	25
R1-100	1 Family	17,000	2.0	100*	35
R1-75	1 Family	12,750	<del>2.75</del> <b>2.60</b>	75*	35
R2F	2 Family	8,500	4.0	100*	35
OF-C	Cluster	( -- )	4.0	100*	35
RT-C	Townhouse Cluster	( -- )	6.0	150*	35
RMF-1	Townhouse Cluster	( -- )	6.0	150*	30
	Apartment		15.0	200*	30
PDA-1	1 Family	9,750	2.75	75*	---
	Townhouse Cluster	( -- )	6.0	150*	---
PDA-2	1 Family	9,750	2.75	75*	---
	Townhouse Cluster	( -- )	6.0	150*	---

## CITY OF STRONGSVILLE, OHIO

## ORDINANCE NO. 2014 – 172

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	Apartment	( -- )	15.0	200*	---
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\*Minimum width of lot measured at front lot line; or, as modified in accordance with Section 1252.04(b). In ER Districts, the minimum width of cul-de-sac lots shall be measured at the front building setback line from the private drive.

Minimum Yard Dimensions					
District	Dwelling Type	Front Yard Depth (ft.)	Side Yard Depth (ft.)	Rear Yard Depth (ft.)	Height-Main Building (Stories)
ER	1 Family	100	25 – 25	100	3
R1-125	1 Family	<del>75</del> 70	20 – 20	<del>75</del> 60	2
R1-100	1 Family	60	10 – 15	50	2
R1-75	1 Family	50	5 – 10	50	2
R2F	2 Family	50	5 – 10	50	2
OF-C	Cluster	50 or 20*	(a)	(a)	2
RT-C	Townhouse-Cluster	50 or 20*	(a)	(a)	2
RMF-1	Townhouse-Cluster	20*	(a)	(a)	2
	Apartment	75	(b)	(b)	3
PDA-1	1 Family	(c)	5 - 10	35	2
	Townhouse-Cluster	20*	(a)	(a)	2
PDA-2	1 Family	(c)	5 – 10	35	2
	Townhouse-Cluster	20*	(a)(b)	(a)(b)	2
	Apartment	75	(b)	(b)	3

(a) Yard dimensions determined by Sections 1252.07 and 1252.08. Cluster 1 Family dwelling units shall be setback not less than 15 feet from any common open space area controlled by the overall homeowner's association and 35 feet from any single family side or rear property line. Minimum side building spacing between adjacent units shall be 10 feet. Minimum rear yard spacing between adjacent units shall be not less than 50 feet.

(b) Yard dimensions determined by formula, Section 1252.06.

(c) Local streets – 30 feet; local collector streets – 40 feet.

\* 50' for major arterial, collector and local collector street.

20' for local street measured from nearest edge of street or sidewalk pavement.

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



**1252.20 LOTS OF RECORD OF INSUFFICIENT AREA.**

A lot of record which does not comply with the area or width of lot regulations of the district in which it is located on the effective date of this Zoning Code or any amendment thereto which made it nonconforming, may be used as follows:

- (a) If occupied by a building, such building may be maintained, repaired or altered. However, the building may not be enlarged in floor area unless the depth of front yard, total width of side yards and rear yard regulations are complied with.
- (b) If vacant, the lot may be used provided that:
  - (1) No adjoining vacant lot or parcel of land was owned by the same owner on the effective date of this Zoning Code or any amendment thereto which makes it nonconforming;
  - (2) Not owning adjoining land, other vacant land cannot be equitably acquired adjoining the lot; and
  - (3) All other regulations of this Zoning Code, except the lot area and lot width regulations, shall be complied with. Lots of less width will be allowed only if such lots do not exceed ten percent less than the lot width required in the district in which such lot is located; **or**
  - (4) **It was platted as part of a previously approved Single-Family Detached and Cluster Development and all of the lot area, widths, and setbacks associated with said prior plat approval are complied with.**

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

\* \* \*

**Section 2.** That existing Section 1253.11 Land Planning Criteria, of Title Six of Part Twelve-Planning and Zoning Code of the Codified Ordinances of the City of Strongsville, be and is hereby amended to read in its entirety as follows:

\* \* \*

**1253.11 LAND PLANNING CRITERIA.**

The following planning criteria are established to guide and control the planning, development and use of land in a single-family detached and cluster development.

- (a) Area and density regulations.
  - (1) Development area. The minimum area to qualify for single-family detached and cluster development shall be not less than twenty-five contiguous acres. The Commission may, however, allow areas of less than twenty-five acres if it finds and determines that the single-family detached and cluster development as proposed can adequately meet the intent of this Chapter.
  - (2) Development area density. The residential density of the entire development area shall not exceed **2.75-2.60** dwelling units per

acre on land zoned R1-75 and ~~2.3~~**2.0** dwelling units per acre on land zoned R1-100.

- (3) Required open space. In any single family detached and cluster development, the total public or common open space area shall be not less than twenty percent (20%) of the gross acreage of the entire development area.
- (b) Building arrangement and dwelling unit size. The design criteria set forth in this section are intended to provide considerable latitude and freedom to encourage variety in the arrangement of the bulk and shape of buildings, open space and landscape features. The dwellings may be arranged in various groups, courts, sequences or clusters with open spaces organized and related to the dwellings so as to provide privacy and to form a unified composition of buildings and space. Although latitude in design is provided and encouraged, the following design conditions shall be met:
  - (1) Single family attached dwellings. Not more than four single-family dwellings may be attached in any group.
  - (2) Distribution of cluster single-family dwellings. Not more than thirty-five percent (35%) of the total allowable dwelling units within any single family detached and cluster development may be allocated to cluster dwellings.
  - (3) Cluster area building spacing. Dwelling units in an approved cluster area shall be set back not less than fifteen feet from any common open space area controlled by the overall homeowner's association and thirty-five feet from a detached single family side and rear property line. The minimum side separation of adjacent dwelling units shall be 10 feet. The minimum rear yard spacing or separation of adjacent units shall be not less than 50 feet. The Commission may, however, allow lesser distances if it determines that the intent of these regulations will be met.
  - (4) Dwelling unit size. The minimum area of any single-family dwelling shall be not less than that established in Section 1252.22.
- (c) Yard and height regulations.
  - (1) Lot area. The minimum lot area for each dwelling unit in the detached single-family portion of the development area shall be not less than ~~11,250~~**12,750** square feet on land zoned R1-75 and ~~13,600~~**17,000** square feet on land zoned R1-100.
  - (2) Lot width. Dwelling units in the detached single-family portion of the development area shall have a minimum lot width of seventy-five feet measured at the building line on land zoned R1-75 **and 100 feet on land zoned R1-100.** ~~The lot width on land zoned R1-100 may vary between eighty and 100 feet, provided that an average width of eighty-five feet is achieved and maintained throughout the development area.~~ In the detached single-family portion of the development area, corner lots shall have a minimum



lot width of not less than 90 feet and 100 feet respectively on land zoned R1-75 and R1-100.

- (3) Front yard depth. The front yard depth for each dwelling unit in the detached single-family portion of the development area shall ~~comply with Section 1252.05 be varied from thirty feet to forty feet with an average minimum setback of thirty five feet maintained throughout the detached single family portion of the development area. The front yard setback for each detached single family unit shall be approved by the City Engineer and indicated on the final subdivision plat for the single family units.~~ The front yard depth for each dwelling unit within any cluster single-family portion of the development area shall be no less than twenty feet measured from the nearest edge of street or sidewalk pavement.
- (4) Side yard and building spacing. In the detached single family portion of the development area, side yard width and separation between adjacent dwellings shall be as follows:  
Each dwelling shall have a minimum side yard depth of not less than ten feet and the minimum separation between adjacent dwellings shall not be less than 20 feet.
- (5) Rear yard. The rear yard depth for dwellings in the detached single-family portion of the development area shall not be less than ~~thirty~~ **fifty** feet.
- (6) Yards for accessory buildings and uses. Yards for accessory buildings and uses shall be in accordance with the provisions of Section 1252.15.
- (7) Height. The height of any single-family dwelling at the front facade shall not exceed two stories.
- (d) Access and vehicular circulation. Each cluster area of single-family dwelling units shall be served by a dedicated street. However, individual dwelling units within such cluster need not so abut provided that:
  - (1) Each dwelling unit is accessible by means of a private drive, to service and emergency vehicles in a manner acceptable to the City Engineer and Fire Prevention Officer.
  - (2) Construction methods, standards and materials for private drives meet accepted engineering practice and are approved by the City Engineer.
  - (3) The location, design and construction of all utilities on private or common land is approved by the City Engineer.
  - (4) The preservation and maintenance of all private drives and utilities on private land is assured by firm commitment of the abutting owners through documents recorded in the office of the Cuyahoga County Recorder or in such other form as is approved by the Director of Law. Each dwelling unit in the detached single-family portion of the development area shall abut upon a dedicated street.

- (e) Parking. Parking in a single-family detached and cluster development shall be in accordance with the requirements set forth in Chapter 1270. Two enclosed parking spaces shall be provided for each dwelling unit in a single-family detached and cluster development outside the street right of way or private drive. Additional guest off-street parking areas may be required by the Commission if it determines that such additional parking is necessary to adequately serve the needs of the cluster area.  
~~(Ord. 2012-085. Passed 9-17-12.)~~

\* \* \*

**Section 3.** That unless otherwise specified, the provisions of this Ordinance shall be operative from and after the effective date of this Ordinance, in accordance with law.

**Section 4.** That any other ordinances or parts thereof inconsistent with this Ordinance be and are hereby repealed.

**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 shall take effect and be in force from and after the earliest period allowed by law.

First reading: September 15, 2014

Second reading: October 6, 2014

Third reading: \_\_\_\_\_

Public Hearing: November 17, 2014

Referred to Planning Commission

September 16, 2014

*Favorable recommendation*  
Approved: September 25, 2014

ORD. No. 2014-172 (SUB)

*(PRG)*  
1st Rdg. 09-15-14

*(PRG)*  
2nd Rdg. 10-6-14

3rd Rdg. \_\_\_\_\_

Amended: \_\_\_\_\_

Ref: PL/P2E

Ref: P2E

Ref: \_\_\_\_\_

*(PRG)*  
Pub Hrg. 11-17-14

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

Ref: P2E

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

CITY OF STRONGSVILLE, OHIO  
ORDINANCE NO. 2014 – 172  
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\_\_\_\_\_  
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



**CITY OF STRONGSVILLE**  
**OFFICE OF THE COUNCIL**

**MEMORANDUM**

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**TO:** Planning Commission

**FROM:** Aimee Pientka, Clerk of Council

**DATE:** September 16, 2014

**SUBJECT:** Referral from Council: Ordinance No. 2014-172

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At its regular meeting of September 16, 2014, City Council referred the following Ordinance to the Planning Commission for its report and recommendation thereon:

Ordinance No. 2014-172 by Mr. Carbone and Mr. Maloney. AN ORDINANCE AMENDING SECTIONS 1252.05, 1252.20, AND SECTION 1253.11, OF TITLE SIX OF PART TWELVE-PLANNING AND ZONING CODE, OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE CONCERNING REQUIREMENTS ASSOCIATED WITH R1-125 RESIDENTIAL DISTRICTS AND CLUSTER DEVELOPMENTS.

A copy of the ordinance is attached for Planning Commission review.

AKP  
Attachment

## MEMORANDUM

**TO:** Aimee Pientka, Council Clerk  
Ken Kraus, Law Director

**FROM:** Carol Oprea, Administrative Assistant, Boards & Commissions

**SUBJECT:** Referrals to Council

**DATE:** September 26, 2014

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Please be advised that at its meeting of September 25, 2014 the Strongsville Planning Commission gave Favorable Recommendation to the following;

**ORDINANCE NO. 2014-172**

An Ordinance Amending Sections 1252.05, 1252.20 and Section 1253.11 of Title Six of Part Twelve Planning and Zoning Code, of the Codified Ordinances of the City of Strongsville concerning requirements associated with R1-125 Residential Districts and Cluster Developments.

**STRONGSVILLE UNITED METHODIST CHURCH/ Dan LaRocco, Agent**

Site Plan approval for the proposed 80' x 34' Pavilion and Parking Lot Addition for property located at 13500 Royalton Road, PPN 398-29-002 zoned Public Facility.

*\*ARB Favorable Recommendation 9-2-14.*

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – 172

By: Mr. Carbone and Mr. Maloney

AN ORDINANCE AMENDING SECTIONS 1252.05, 1252.20, AND SECTION 1253.11, OF TITLE SIX OF PART TWELVE-PLANNING AND ZONING CODE, OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE CONCERNING REQUIREMENTS ASSOCIATED WITH R1-125 RESIDENTIAL DISTRICTS AND CLUSTER DEVELOPMENTS.

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

**Section 1.** That existing Sections 1252.05 and 1252.20 under Residential Districts, of Title Six of Part Twelve-Planning and Zoning Code of the Codified Ordinances of the City of Strongsville, be and are hereby amended to read in their entirety as follows:

\* \* \*

**1252.05 SCHEDULE OF AREA, YARD AND HEIGHT REGULATIONS.**

District	Dwelling Type	Minimum Land Area Per Dwelling Unit (sq. ft.)	Maximum Density (Dwelling Units Per Acre)	Minimum Width of Lot (ft.)	Land Coverage by Building Maximum (%)
ER	1 Family	130,680	0.33	200*	25
R1-125	1 Family	<del>43,560</del> 25,000	<del>0.92</del> 0.63	125*	25
R1-100	1 Family	17,000	2.0	100*	35
R1-75	1 Family	12,750	2.75	75*	35
R2F	2 Family	8,500	4.0	100*	35
OF-C	Cluster	( -- )	4.0	100*	35
RT-C	Townhouse Cluster	( -- )	6.0	150*	35
RMF-1	Townhouse Cluster	( -- )	6.0	150*	30
	Apartment		15.0	200*	30
PDA-1	1 Family	9,750	2.75	75*	---
	Townhouse Cluster	( -- )	6.0	150*	---
PDA-2	1 Family	9,750	2.75	75*	---
	Townhouse Cluster	( -- )	6.0	150*	---

**CITY OF STRONGSVILLE, OHIO**  
**ORDINANCE NO. 2014 – 172**  
**Page 2**

	Apartment	( -- )	15.0	200*	---
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\*Minimum width of lot measured at front lot line; or, as modified in accordance with Section 1252.04(b). In ER Districts, the minimum width of cul-de-sac lots shall be measured at the front building setback line from the private drive.

Minimum Yard Dimensions					
District	Dwelling Type	Front Yard Depth (ft.)	Side Yard Depth (ft.)	Rear Yard Depth (ft.)	Height-Main Building (Stories)
ER	1 Family	100	25 – 25	100	3
R1-125	1 Family	<del>75</del> 70	20 – 20	<del>75</del> 60	2
R1-100	1 Family	60	10 – 15	50	2
R1-75	1 Family	50	5 – 10	50	2
R2F	2 Family	50	5 – 10	50	2
OF-C	Cluster	50 or 20*	(a)	(a)	2
RT-C	Townhouse-Cluster	50 or 20*	(a)	(a)	2
RMF-1	Townhouse-Cluster	20*	(a)	(a)	2
	Apartment	75	(b)	(b)	3
PDA-1	1 Family	(c)	5 - 10	35	2
	Townhouse-Cluster	20*	(a)	(a)	2
PDA-2	1 Family	(c)	5 – 10	35	2
	Townhouse-Cluster	20*	(a)(b)	(a)(b)	2
	Apartment	75	(b)	(b)	3

(a) Yard dimensions determined by Sections 1252.07 and 1252.08. Cluster 1 Family dwelling units shall be setback not less than 15 feet from any common open space area controlled by the overall homeowner's association and 35 feet from any single family side or rear property line. Minimum side building spacing between adjacent units shall be 10 feet. Minimum rear yard spacing between adjacent units shall be not less than 50 feet.

(b) Yard dimensions determined by formula, Section 1252.06.

(c) Local streets – 30 feet; local collector streets – 40 feet.

\* 50' for major arterial, collector and local collector street.

20' for local street measured from nearest edge of street or sidewalk pavement.

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



**1252.20 LOTS OF RECORD OF INSUFFICIENT AREA.**

A lot of record which does not comply with the area or width of lot regulations of the district in which it is located on the effective date of this Zoning Code or any amendment thereto which made it nonconforming, may be used as follows:

- (a) If occupied by a building, such building may be maintained, repaired or altered. However, the building may not be enlarged in floor area unless the depth of front yard, total width of side yards and rear yard regulations are complied with.
- (b) If vacant, the lot may be used provided that:
  - (1) No adjoining vacant lot or parcel of land was owned by the same owner on the effective date of this Zoning Code or any amendment thereto which makes it nonconforming;
  - (2) Not owning adjoining land, other vacant land cannot be equitably acquired adjoining the lot; and
  - (3) All other regulations of this Zoning Code, except the lot area and lot width regulations, shall be complied with. Lots of less width will be allowed only if such lots do not exceed ten percent less than the lot width required in the district in which such lot is located-; **or**
  - (4) It was platted as part of a previously approved Single-Family Detached and Cluster Development and all of the lot area, widths, and setbacks associated with said prior plat approval are complied with.**

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

\* \* \*

**Section 2.** That existing Section 1253.11 Land Planning Criteria, of Title Six of Part Twelve-Planning and Zoning Code of the Codified Ordinances of the City of Strongsville, be and is hereby amended to read in its entirety as follows:

\* \* \*

**1253.11 LAND PLANNING CRITERIA.**

The following planning criteria are established to guide and control the planning, development and use of land in a single-family detached and cluster development.

- (a) Area and density regulations.
  - (1) Development area. The minimum area to qualify for single-family detached and cluster development shall be not less than twenty-five contiguous acres. The Commission may, however, allow areas of less than twenty-five acres if it finds and determines that the single-family detached and cluster development as proposed can adequately meet the intent of this Chapter.
  - (2) Development area density. The residential density of the entire development area shall not exceed ~~2.75~~-**2.6** dwelling units per acre

on land zoned R1-75 and ~~2-3~~ **2.0** dwelling units per acre on land zoned R1-100.

- (3) Required open space. In any single family detached and cluster development, the total public or common open space area shall be not less than twenty percent (20%) of the gross acreage of the entire development area.
- (b) Building arrangement and dwelling unit size. The design criteria set forth in this section are intended to provide considerable latitude and freedom to encourage variety in the arrangement of the bulk and shape of buildings, open space and landscape features. The dwellings may be arranged in various groups, courts, sequences or clusters with open spaces organized and related to the dwellings so as to provide privacy and to form a unified composition of buildings and space. Although latitude in design is provided and encouraged, the following design conditions shall be met:
  - (1) Single family attached dwellings. Not more than four single-family dwellings may be attached in any group.
  - (2) Distribution of cluster single-family dwellings. Not more than thirty-five percent (35%) of the total allowable dwelling units within any single family detached and cluster development may be allocated to cluster dwellings.
  - (3) Cluster area building spacing. Dwelling units in an approved cluster area shall be set back not less than fifteen feet from any common open space area controlled by the overall homeowner's association and thirty-five feet from a detached single family side and rear property line. The minimum side separation of adjacent dwelling units shall be 10 feet. The minimum rear yard spacing or separation of adjacent units shall be not less than 50 feet. The Commission may, however, allow lesser distances if it determines that the intent of these regulations will be met.
  - (4) Dwelling unit size. The minimum area of any single-family dwelling shall be not less than that established in Section 1252.22.
- (c) Yard and height regulations.
  - (1) Lot area. The minimum lot area for each dwelling unit in the detached single-family portion of the development area shall be not less than ~~11,250~~ **12,750** square feet on land zoned R1-75 and ~~13,600~~ **17,000** square feet on land zoned R1-100.
  - (2) Lot width. Dwelling units in the detached single-family portion of the development area shall have a minimum lot width of seventy-five feet measured at the building line on land zoned R1-75 **and 100 feet on land zoned R1-100. The lot width on land zoned R1-100 may vary between eighty and 100 feet, provided that an average width of eighty five feet is achieved and maintained throughout the development area.** In the detached single-family portion of the development area, corner lots shall have a minimum



lot width of not less than 90 feet and 100 feet respectively on land zoned R1-75 and R1-100.

- (3) Front yard depth. The front yard depth for each dwelling unit in the detached single-family portion of the development area shall ~~comply with Section 1252.05 be varied from thirty feet to forty feet with an average minimum setback of thirty five feet maintained throughout the detached single family portion of the development area. The front yard setback for each detached single family unit shall be approved by the City Engineer and indicated on the final subdivision plat for the single family units.~~ The front yard depth for each dwelling unit within any cluster single-family portion of the development area shall be no less than twenty feet measured from the nearest edge of street or sidewalk pavement.
- (4) Side yard and building spacing. In the detached single family portion of the development area, side yard width and separation between adjacent dwellings shall be as follows:  
Each dwelling shall have a minimum side yard depth of not less than ten feet and the minimum separation between adjacent dwellings shall not be less than 20 feet.
- (5) Rear yard. The rear yard depth for dwellings in the detached single-family portion of the development area shall not be less than ~~thirty~~ **thirty-five** feet.
- (6) Yards for accessory buildings and uses. Yards for accessory buildings and uses shall be in accordance with the provisions of Section 1252.15.
- (7) Height. The height of any single-family dwelling at the front facade shall not exceed two stories.
- (d) Access and vehicular circulation. Each cluster area of single-family dwelling units shall be served by a dedicated street. However, individual dwelling units within such cluster need not so abut provided that:
  - (1) Each dwelling unit is accessible by means of a private drive, to service and emergency vehicles in a manner acceptable to the City Engineer and Fire Prevention Officer.
  - (2) Construction methods, standards and materials for private drives meet accepted engineering practice and are approved by the City Engineer.
  - (3) The location, design and construction of all utilities on private or common land is approved by the City Engineer.
  - (4) The preservation and maintenance of all private drives and utilities on private land is assured by firm commitment of the abutting owners through documents recorded in the office of the Cuyahoga County Recorder or in such other form as is approved by the Director of Law. Each dwelling unit in the detached single-family portion of the development area shall abut upon a dedicated street.



- (e) Parking. Parking in a single-family detached and cluster development shall be in accordance with the requirements set forth in Chapter 1270. Two enclosed parking spaces shall be provided for each dwelling unit in a single-family detached and cluster development outside the street right of way or private drive. Additional guest off-street parking areas may be required by the Commission if it determines that such additional parking is necessary to adequately serve the needs of the cluster area.

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

\* \* \*

**Section 3.** That unless otherwise specified, the provisions of this Ordinance shall be operative from and after the effective date of this Ordinance, in accordance with law.

**Section 4.** That any other ordinances or parts thereof inconsistent with this Ordinance be and are hereby repealed.

**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 shall take effect and be in force from and after the earliest period allowed by law.

First reading: September 15, 2014

Referred to Planning Commission

Second reading: October 6, 2014

September 16, 2014

Third reading: \_\_\_\_\_

Approved: September 25, 2014

Public Hearing: November 17, 2014

CITY OF STRONGSVILLE, OHIO  
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\_\_\_\_\_  
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. 2014-172 Amended: \_\_\_\_\_  
1st Rdg. 09-15-14 Ref: P2/P2E  
2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – 220

By: Mayor Perciak and All Members of Council

**AN ORDINANCE AMENDING THE GENERAL SALARY ORDINANCE TO AMEND ARTICLE 5, POSITION PLAN, IN ORDER TO ESTABLISH, ALLOCATE AND FIX THE COMPENSATION OF THE POSITION OF AQUATICS/ POOL ASSISTANT MANAGER; TO AMEND SECTIONS 6-003, 9-003, 9-004, 9-006, 9-007, 9-008, 9-009, AND 9-010 IN ORDER TO ADJUST CERTAIN PROVISIONS CONCERNING SALARY AND HOURLY PAY RANGE SCHEDULES; TO FIX THE COMPENSATION OF CERTAIN SALARIED AND HOURLY EMPLOYEES; AND REPEALING ALL OTHER ORDINANCES IN CONFLICT HERewith; AND DECLARING AN EMERGENCY.**

WHEREAS, this Council has determined to establish, allocate and fix the compensation of Aquatics/Pool Assistant Manager; amend certain provisions concerning salary and hourly pay range schedules; increase the compensation of certain elected and appointed officials; increase the compensation of certain full-time employees by 2.25%; and increase the compensation of certain hourly part-time employees, in accordance with State law, all effective January 1, 2015.

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

**Section 1.** That the General Salary Ordinance be and is hereby amended in order that it shall read in its entirety as follows:

**ARTICLE 1**  
**General Provisions**

**1-001 SHORT TITLE.**

This Ordinance shall be known as "The General Salary Ordinance".

**1-002 PERSONNEL PLAN.**

This Ordinance, the position specifications developed pursuant to Article 3, and Administrative Rules and Regulations prescribed by the Mayor shall constitute the Personnel Plan which, together with the Rules and Regulations of the Civil Service Commission and duly authorized collective bargaining agreements in full force and effect, shall govern the personnel management functions of the City.

The Personnel Plan may be separately bound in bulk form under that Title for convenience in administration.

**ARTICLE 2**  
**Definitions**

As used in, or in conjunction with, this General Salary Ordinance, unless otherwise specified herein or in the Codified Ordinances of the City or the context otherwise requires, the following words and phrases shall mean:

*Abolishment* - an action taken resulting in the elimination of a particular job or position.

*Active Service* - being present and able to perform the duties to which an employee of the City has been assigned and actually performing such duties.

*Appointing Authority* - an individual, officer, commissioner, agency, board, or body having the authority to appoint or remove a person from a position in the service of the City according to provisions contained in the law.

*Appointment* - the designation of a person to become an employee in a position, and his/her induction into employment in such position according to law.

*Calendar Month* - from the first day to and including the last day of any one of the twelve calendar months.

*Calendar Week* - seven consecutive calendar days, starting at 12:01 a.m. on Sunday and ending at Midnight the following Saturday.

*Continuous Service* - service in a position with the City without any interruption after an appointment or reinstatement. Continuous service shall not be deemed to be interrupted by absence on authorized and approved sick leave or other authorized and approved leave, provided the employee returns to active employment with the City on or before the expiration of such leave.

*Demotion* - the change of an employee from a position in one pay range to a position in a different pay range having a lower maximum rate of pay.

*Downgrading* - the opposite of upgrading. An action taken by the Council causing a position to be reassigned from one pay range to a different pay range having a lower maximum rate of pay; or to a lower rate of pay if single rates are used to compensate workers.

*Employee* - means any incumbent of a position.

*Intermittent Employment* - an irregular work schedule that cannot be accurately predicted beyond the immediate future.

*Officer* - elected officials, department heads, and members of boards and commissions who receive their authority from provisions of the law.

*Original Appointment* - initial appointment of a person to a position in the municipal service, or appointment after service has been interrupted by resignation, retirement or discharge.

*Overtime* - time at work which has been authorized by a competent authority during which an employee is on duty or on authorized vacation leave, holiday leave, personal leave, or serving jury duty, working for the City in excess of the standard work week of forty (40) hours, except in the Division of Fire.

*Paid Status* - time in a position for which compensation is due for actual work performed plus time away from work for an authorized leave for which compensation is due.

*Pay Period* - that period of time for which an employee regularly receives compensation.

*Pay Range* - a division of a pay schedule, or compensation plan having a minimum rate, a maximum rate, and one or more intermediate steps.

*Position* - any office, employment, or job, calling for the performance of specific duties, and the exercise of specific responsibilities as determined by competent authority.

*Probationary Period* - an established period of time after appointment during which an employee is required to demonstrate his/her ability to perform the duties of a position to which the employee has been appointed in order to retain appointment to such position.

*Promotion* - the change of an employee from a position in one pay range to a position in a different pay range having a higher maximum rate of pay.

*Regular Full-time* - means an employee who is employed on a regular and continuing basis and for whom there is a reasonable expectancy that such employment will

continue in excess of six (6) months and, excluding overtime, is in employment 1,560 or more hours per calendar year or an average of 35 or more hours per week.

*Regular Part-time* - means an employee who is employed on a regular and continuing basis and for whom there is a reasonable expectancy that such employment will continue in excess of six (6) months and, excluding overtime, is in employment less than 1,560 hours per calendar year.

*Reinstatement* - the return of a person to a position in the same position from which he/she resigned, or to a position in a lower pay range in the same occupational group providing such action is approved by the appointing authority within one year from the date of resignation.

*Resignation* - the voluntary termination of employment by an employee.

*Seasonal* – means an employee who is employed on a regular or part-time basis but limited to a specific season or per the stipulations of an applicable collective bargaining agreement.

*Scheduled Working Time* - regularly scheduled working time assigned by the appointing authority or an authorized designee.

*Temporary Appointment* - the appointment of a person selected by the appointing authority (without regard to the existence of an eligible list if the appointment is in the classified service) for a period not to exceed ninety (90) work days.

*Upgrading* - the opposite of downgrading. An action taken by Council raising a position to a higher rate or a range of pay by amending the General Salary Ordinance. Upgrading does not constitute a promotion.

*Workday* - a workday consists of a regularly scheduled work period assigned by the appointing authority in any twenty-four (24) hour period, except as otherwise specifically provided by ordinance.

*Workweek* - a regularly recurring period of seven (7) twenty-four (24) hour days consisting of five (5) workdays and two (2) days off, except as specifically otherwise provided by ordinance.

### ARTICLE 3

#### Development and Maintenance of Position Plan

##### Article

##### No.

##### Title

3-001

Objectives.

3-003

Composition of the Position Plan.

3-005

Position Specifications.

3-007

Use of the Plan.

3-009 Maintenance of the Plan.  
3-011 Amendments to Position Plan.

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### **3-001 OBJECTIVES.**

The development of the employee position plan is for the purposes of establishing descriptive guides for positions in the City service; and, except where otherwise provided by a duly authorized collective bargaining agreement in full force and effect, to allocate positions to ranges of pay which are equitable in relation to all positions under the plan, and to otherwise allow for and promote an orderly and efficient administration of the personnel matters of the City.

It is not the purpose of this Ordinance or the establishment of the positions therein to determine the practicability of appointment or promotion to a position through competitive examination, or to otherwise regulate matters within the jurisdiction of the Civil Service Commission. The employee position plan shall include (a) the position schedule set forth in Article 5 of this Ordinance and (b) a complete inventory of all positions in the City service and accurate descriptions and specifications for each. In the plan, position titles shall be standardized and each of them shall be indicative of a definite range of duties and responsibilities and shall have the same meanings throughout the City service. Positions in the city service shall be reviewed to determine those which are approximately equal in difficulty and responsibility, which call for the same general qualifications, and which can be compensated equitably within the same range of pay under similar working conditions.

### **3-003 COMPOSITION OF THE POSITION PLAN.**

The position plan shall consist of:

(a) Position titles, descriptive of the work of the position, which will identify each position, and which may be designated by a numerical code.

(b) Written specifications for each position containing a description of the nature of work and relative responsibility; illustrative examples of work performed in the position; requirements in terms of knowledge, abilities, the type of experience and training generally providing these knowledge, abilities, and skills.

(c) A list showing the pay range to which each position in the City service is allocated, set forth in Article 5, except where otherwise provided by collective bargaining agreement.

### **3-005 POSITION SPECIFICATIONS.**

The specifications of the positions in the employee position plan and their various parts shall be used as a guide and have the following force and effect:

(a) The specifications are descriptive and not restrictive. They shall not be construed as declaring to any extent, or in any way, what the minimum or maximum duties or responsibilities of any position shall be, or as limiting or in any way modifying the power of any appointing authority or administrative officer to assign, direct and control the work of employees under his supervision. The use of a particular expression or illustration shall not be held to exclude others not mentioned that are of similar kind or quality.



(b) The written position specifications shall be on file with the Human Resources Director to serve as a manual of position specifications for convenience in administering the compensation plan and other personnel matters in the City.

### **3-007 USE OF THE PLAN.**

The employee position plan may be used:

- (a) In preparing public announcements of examinations or vacancies;
- (b) As a guide in preparing examinations which may be used to appraise the qualifications of applicants for work in specific positions.
- (c) In determining promotional sequence and developing employee training programs.
- (d) In determining compensation to be paid for various types of work and establishing and maintaining an equitable compensation plan.
- (e) In determining personal service items in the budgets for the various organizational units of the City government.
- (f) In providing uniform job terminology.
- (g) In establishing appropriate employment lists from which personnel may be certified to fill vacancies.

### **3-009 MAINTENANCE OF THE PLAN.**

The directors of the various departments, together with the Mayor, shall be responsible for the proper maintenance of the employee position plan so that it will reflect continuously the duties currently being performed by each employee in the City and the pay range to which the position is allocated. Each director shall propose to the Mayor necessary amendments to the employee position plan, including additions, revisions, deletions, and changes in position specifications, as follows:

(a) *Allocation of new positions.* The director of a department shall, within sixty days of the creation of a new position in his department, complete or approve a written position description covering the duties and responsibilities of such position, to be forwarded to the office of the Mayor. The Mayor, subject to the approval of Council, shall allocate the position to one of the pay ranges in the compensation plan. If a pay range does not exist, he shall recommend the establishment of a new one and after the adoption of the new position pay range by Council, he shall allocate the position to it.

(b) Changes in the duties and responsibilities of a position involving either the addition, reduction or modification of assignments shall be reported to the Mayor by the director of the department concerned if the changes are determined to be permanent and are sufficiently significant to justify reallocation to a different pay range, the Mayor, with the approval of Council, shall assign the position to the pay range which is appropriate under the modified circumstances.

(c) The director of each department shall periodically review, or cause to be reviewed, the positions and shall audit duties and responsibilities for each change in the position specifications as required and shall recommend to the Mayor such changes as are necessary to keep the employee position plan up to date.

(d) The Mayor may require departments or employees to submit position descriptions on a periodic basis, or any time he has reason to believe there has been a change in the duties and responsibilities of any position. The Mayor may direct the

review of all positions in the City service at least once every five years on a cyclical basis.

(e) The assignment of duties to a position, whether the duties are temporary or permanent, incidental or essential, the location of work, the type of equipment and tools to be used, and the scheduling of shift assignments, shall be wholly the responsibility of the director and the Police or Fire Chief in the case of those divisions. The position plan shall in no way operate or be construed to operate to limit or interfere with his or her responsibility for the assignment of duties.

### **3-011 AMENDMENTS TO POSITION PLAN.**

The establishment of a new position or the abolishment of a current position shall be made by amendment to Article 5. When a filled position is reallocated, the action shall be administered as though the original position was abolished and a new position with a different pay range allocation established.

## **ARTICLE 4**

### **Development and Maintenance of Compensation Plan**

<b>Article No.</b>	<b>Title</b>
4-001	Applicability and Composition of the Compensation Plan.
4-003	Development and Maintenance of Compensation Ranges.
4-005	Appointment Rate.
4-007	Within-Range Pay Adjustments.
4-009	Pay Rates in Transfer, Promotion, or Demotion.
4-011	Reinstated Employees.
4-013	Permitting Overrun or Underrun on Salaries as Required for Computer Payroll Methods.

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### **4-001 APPLICABILITY AND COMPOSITION OF THE COMPENSATION PLAN.**

The provisions of the Compensation Plan shall be applicable only to those officers and employees of the City who are not beneficiaries of collective bargaining agreements executed by the City and the various bargaining units, except for Section 4-013 of this Article, which shall apply to all officers and employees.

The Compensation Plan shall consist of and include this Article 4, the pay range allocations of Article 5 and the basic compensation schedules set forth in Articles 6 and 9.

### **4-003 DEVELOPMENT AND MAINTENANCE OF COMPENSATION RANGES.**

The compensation range or rate for each position shall be determined by Council with due regard for ranges and rates of pay of other positions, relative difficulty and responsibility of position in each range or rate of pay, availability of employees in particular occupational categories, prevailing rates of compensation for similar employment in private establishments in the Strongsville area and the municipal service of other public jurisdictions in the general area, cost-of-living factors, the financial policies and the financial position of the City, and other economic considerations.

The Mayor may make comparative studies of factors affecting the level of ranges and rates of compensation as often as necessary, and shall submit his recommendations to the City Council for its action.

#### **4-005 APPOINTMENT RATE.**

Where a pay range is established for a position, the minimum rate established for that position shall be paid upon appointment, except that appointment rates above or below the minimum rate may be authorized by the Mayor upon the request of the director of a department.

(a) *Appointments Above the Minimum Rate.* Appointments above the minimum rate may be authorized based upon exceptional qualifications and experience of the appointee or inability to employ eligible candidates at the minimum rate.

(b) *Appointments Below the Minimum Rate.* Appointments below the minimum rate may be authorized where the candidate possesses less than the minimum acceptable qualifications for a position. Such an appointment shall be made on a trainee basis.

#### **4-007 WITHIN-RANGE PAY ADJUSTMENTS.**

Pay adjustments within an established range or rate of pay shall be administered in accordance with the subsequent Articles of this Ordinance applicable to the particular position.

#### **4-009 PAY RATES IN TRANSFER, PROMOTION, OR DEMOTION.**

If an employee is transferred, promoted, or demoted, upon the recommendation of the director and approval of the Mayor, the employee's pay for the new position shall be determined as follows:

(a) If the employee's rate of pay in the former position is less than the minimum rate established for the new position, such employee's rate of pay shall be advanced to at least the minimum for the new position.

(b) If the employee's rate of pay in the former position is more than the maximum rate established for the new position, such employee's rate of pay shall be reduced to the maximum rate or an intermediate step of the new pay range.

(c) If the employee's rate of pay in the former position falls within the range of pay of the new position, such employee's rate of pay shall remain the same or be increased in the case of transfer; and shall be increased at least 5 per cent (5%) in the case of a promotion; and shall remain the same or lowered in case of demotion.

#### **4-011 REINSTATED EMPLOYEES.**

(a) A person seeking employment with the City who was previously employed by the City in any capacity during the immediately preceding twelve-month period shall, if rehired, be considered a reinstated employee for the purposes of this Article, upon such re-employment.

(b) Reinstated employees whose previous employment with the City was terminated may be reinstated at a compensation rate within the pay range for the position to which the employee is reinstated as determined by the director of the department in which such employee is reinstated, subject to the approval of the Mayor, without regard to the compensation rate previously received.

(c) This Article does not apply to employees absent from their positions on authorized leaves of absence.

**4-013 PERMITTING OVERRUN OR UNDERRUN ON SALARIES AS REQUIRED FOR COMPUTER PAYROLL METHODS.**

In order to facilitate the handling of entries for computer payroll methods and to eliminate the necessity for adjustments of overruns or underruns which may occur through this method; and to take care of overruns or underruns resulting from bi-weekly pay periods, the Director of Finance is authorized to adjust and pay overruns and underruns not to exceed \$10.00 per salaried employee per year.

**ARTICLE 5  
Position Plan**

**Article**

**No.**

**Title**

5-001

Schedule of Positions and Pay Range Allocations.

5-005 thru 355

Position and Allocation Schedule.

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**5-001 SCHEDULE OF POSITIONS AND PAY RANGE ALLOCATIONS.**

The meanings of the position titles used herein are as defined by specifications contained in the Position Plan, of which an official copy shall be maintained in the offices of the Director of Finance and/or Human Resources Director, and be available to all concerned persons during regular business hours.

**5-005 thru 5-355 POSITION AND ALLOCATION SCHEDULE**

<b>Ord. Sec.No.</b>	<b>Pay Range Allocations</b>
<b>FINANCE</b>	
5-005 Accounting Assistant II	10
5-006 Accountant	11
5-007 Accounting Supervisor	12
5-010 Assistant Director of Finance	14
5-011 Supervisor of Budget & Management	17
5-015 Director of Finance	18
<b>GENERAL ADMINISTRATION</b>	
5-023 Administrative Assistant	12
5-025 Clerical Assistant	5
5-030 Clerk of Mayor's Court	10
5-032 Program Coordinator	9
5-038 Benefits/Project Coordinator	8
5-039 Payroll/Personnel Supervisor	15
5-040 Receptionist	5
5-045 Casual and Temporary Laborer/Seasonal	1 through 5

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5-049 Secretary I	7
5-050 Secretary II	8
5-051 Secretary III	9
5-052 Boards & Commissions Secretary	9

**BUILDING**

5-055 Building Commissioner/ADA Coordinator (State Certified)	17
5-056 Assistant Building Commissioner (State Certified)	14
5-058 Assistant to the Building Commissioner (State Certified)	14
5-060 Building Inspector (State Certified)*	11
5-066 Building Inspector (Non-certified)*	8

\*NOTE: The pay range allocations for members of collective bargaining units in the pay range allocations 5-060 and 5-066 are established by collective bargaining agreement.

**COMMUNICATION & TECHNOLOGY**

5-070 Director of Communication & Technology	17
5-071 Assistant Director of Communication & Technology	14
5-073 Information Technologist	12

**DEPARTMENT OF ECONOMIC DEVELOPMENT**

5-075 Director of Economic Development	16
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\*NOTE: Other positions in the Economic Development Department are established and allocated to pay ranges in Article 9 of the General Salary Ordinance.

**ENGINEERING**

5-080 City Engineer	17
5-083 Assistant City Engineer	13
5-084 Design Engineer	12
5-085 Engineering Technician	11
5-088 Engineering Inspector	10
5-089 Engineering Trainee	8

**HUMAN RESOURCES**

5-093 Human Resources Director	17
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**PUBLIC SAFETY**

***Administrative***

5-095 Public Safety Director	15
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***Fire***

5-100 Firefighter*	
5-105 Firefighter-Paramedic*	
5-110 Fire Lieutenant*	
5-115 Fire Lieutenant-Paramedic*	

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5-117 Fire Captain*	
5-119 Assistant Fire Chief	15
5-120 Fire Chief	18

\*NOTE: The pay range allocations for members of collective bargaining units in the pay range allocations 5-100 through 5-117 are established by collective bargaining agreement.

***Police***

5-125 Police Officer*	See Article 8
5-130 Police Sergeant*	
5-135 Police Lieutenant*	
5-138 Assistant (Deputy) Chief	15
5-140 Police Chief	18

\*NOTE: The pay range allocations for members of collective bargaining units in the pay range allocations 5-125 through 5-135 are established by collective bargaining agreement.

***Other***

5-141 Clerk Dispatcher*	6 (part-time only)
5-142 Radio Dispatcher*	6 (part-time only)
5-143 Communications Supervisor/Violations Bureau Clerk	10
5-149 School Guard	See 9-008
5-150 Youth Programs Coordinator	7
5-151 Corrections Officer Coordinator*	<del>7</del>
5-152 Victims Witness Advocate	8
5-153 Corrections Officer*	<del>6</del>
5-154 Quartermaster	9
5-155 Maintenance Assistant**	8

\*NOTE: The pay range allocations for members of collective bargaining units in the pay range allocations 5-141, ~~through 5-142~~, **5-151 and 5-153** are established by collective bargaining agreement.

\*\*NOTE: This position is equivalent to the position 5-334 Maintenance Assistant in the Recreation Department.

**PUBLIC SERVICE**

**General Supervision, Labor & Trades**

5-160 Animal Control Officer*
5-163 Bus Driver*
5-169 Sewer Crew Leader*
5-171 Sewer Tech I*
5-175 Laborer*



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5-181 Sewer Tech II*	
5-182 Sewer Tech III*	
5-185 Public Service Director	18
5-186 Assistant Public Service Director	14
5-187 Service Supervisor	14
5-190 Service/Budgetary Assistant	12
5-195 Sexton*	
5-197 Sign Maker/Repairperson III*	
5-203 Tractor Trailer Driver*	
5-205 Utility Repairperson*	
5-210 Vehicle Maintenance SupervisorCrew Leader*	
5-215 Vehicle Mechanic I*	
5-220 Vehicle Mechanic II*	
5-225 Vehicle Operator I*	
5-230 Vehicle Operator II*	
5-235 Arborist I*	
5-236 Arborist II*	
5-237 Tree Care Technician*	
5-250 Coordinator of City Natural Resources	12
5-252 Groundskeeper	7

\*NOTE: The pay range allocations for members of collective bargaining units in the pay range allocations 5-160 through 5-182, 5-195 through 5-237 are established by collective bargaining agreement.

**LAW DEPARTMENT**

5-275 Law Director	18
5-280 Assistant Law Director (Civil)	14
5-282 Assistant Law Director (Criminal)	14
5-283 Staff Attorney	13
5-290 Legal Intern	6

**RECREATION\***

<b>5-314 Aquatics/Pool Assistant Manager</b>	<b>9</b>
5-315 Director of Recreation & Senior Services	15
5-317 Aquatics/Pool Manager	12
5-318 Recreation/Program Supervisor	11
5-319 Fitness Room Supervisor	10
5-320 Assistant Recreation Supervisor	7
5-322 Recreation Maintenance Foreman	11
5-323 Maintenance Assistant Part-Time	2
5-324 Recreation Marketing & Promotions Supervisor	11
5-325 Recreation Facility Manager	13
5-326 Parks and Outdoor Recreation Superintendent	13
5-327 Assistant Maintenance Foreman	9
5-328 Natatorium Maintenance Leader	9
5-329 Day Time Cleaning Crew Leader	7



5-330 Night Time Cleaning Crew Leader	7
5-331 Cleaning Assistant	7
5-334 Maintenance Assistant	8

\*NOTE: Other positions in the Recreation Department are established and allocated to pay ranges in Article 9 of the General Salary Ordinance.

#### SENIOR SERVICES

5-335 Senior Program Supervisor	10
5-345 Family Preservation Coordinator	9
5-350 Senior Support Staff	1 through 7
5-355 Senior Center Services Coordinator	13

\*NOTE: Other positions in the Senior Services Department are established and allocated to pay ranges in Article 9 of the General Salary Ordinance.

### ARTICLE 6 General Pay Plan

Article No.	Title
6-001	General Pay Ranges.
6-003	General Pay Range Schedules.
6-005	Within-Range Pay Adjustments.
6-007	Range Adjustments.

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#### 6-001 GENERAL PAY RANGES.

(a) The following salary pay ranges (S) and hourly pay ranges (H) set forth in Article 6-003 are hereby established as the "General Pay Range Schedules" and are to be applied to the several positions included in Article 5 of this Ordinance, except as otherwise set forth in this Ordinance. Said ranges shall apply and shall be in effect until changed by Council.

(b) The annual salary rates set forth in Article 6-003 are based on forty (40) hours of paid status time in each work week, *as rounded to the nearest cent*, and such annual salary shall be divided by 2080 hours to obtain the equivalent hourly rate rounded to the nearest cent where hourly rates need to be determined and applied.

(c) Where a position is filled by an employee, who regularly works less than forty (40) hours per week the Mayor is authorized to establish the rate of compensation of the employee. The rate of compensation of such employee may be determined as follows: (1) an annual salary may be established based upon the multiple of the estimated hours to be worked times an hourly rate within the pay range for the position to which the employee is allocated; (2) an hourly rate of compensation may be set within the pay range established for the position to which the employee is allocated; (3) an annual salary may be established based upon the employee's regular work week, and the hourly rate for that salary established as the rate of compensation for time worked in excess of such regular work week, or (4) an annual salary may be

determined within the pay range by the Mayor based on the work entailed with the position.

(d) All employees shall be paid on an hourly or salaried basis as determined by the director, with the approval of the Mayor. Employees paid by the hour shall be paid only for hours in paid status. All employees whether paid on a salaried basis or paid by the hour, including elected officials and department heads, shall be paid by direct deposit on a bi-weekly basis.

(e) The minimum salary and hourly rates of a pay range shall be payable upon appointment for positions allocated to such pay range, except where modified pursuant to Article 4-005 of the General Salary Ordinance, and the maximum salary and hourly rate of a pay range shall be the highest salary or hourly rate payable for positions allocated to such pay range.

#### 6-003 GENERAL PAY RANGE SCHEDULES\*

##### GENERAL SALARY PAY RANGE SCHEDULE

<u>Level</u>	<u>Minimum</u>	<u>Maximum</u>
1S	\$17,269.20	\$25,498.72
2S	\$17,930.12	\$28,312.96
3S	\$19,102.72	\$31,510.96
4S	\$21,213.40	\$34,986.12
5S	\$23,601.24	\$38,887.68
6S	\$26,202.28	\$43,236.96
7S	\$29,123.12	\$47,991.32
8S	\$32,321.12	\$53,363.96
9S	\$36,265.32	\$59,269.60
10S	\$39,889.72	\$65,857.48
11S	\$44,345.60	\$73,127.60
12S	\$49,249.20	\$81,271.84
13S	\$55,026.92	\$90,290.20
14S	\$60,740.68	\$100,310.60
15S	\$67,563.08	\$111,439.64
16S	\$70,931.64	\$117,046.80
17S	\$78,031.20	\$132,120.04
18S	\$85,813.00	\$141,607.44

\* General Pay Range Schedules have been adjusted to include provision for the 27<sup>th</sup> pay occurring in 2015.

<u>Level</u>	<u>Minimum</u>	<u>Maximum</u>	<u>27th Pay Maximum</u>	<u>Maximum Adjusted for 27th Pay</u>
1S	\$17,657.76	\$26,072.44	\$1,002.79	\$27,075.23
2S	\$18,333.55	\$28,950.00	\$1,113.46	\$30,063.46
3S	\$19,532.53	\$32,219.96	\$1,239.23	\$33,459.19
4S	\$21,690.70	\$35,773.31	\$1,375.90	\$37,149.21
5S	\$24,132.27	\$39,762.65	\$1,529.33	\$41,291.98
6S	\$26,791.83	\$44,209.79	\$1,700.38	\$45,910.17
7S	\$29,778.39	\$49,071.12	\$1,887.35	\$50,958.47
8S	\$33,048.35	\$54,564.65	\$2,098.64	\$56,663.29
9S	\$37,081.29	\$60,603.17	\$2,330.89	\$62,934.06
10S	\$40,787.24	\$67,339.27	\$2,589.97	\$69,929.24
11S	\$45,343.38	\$74,772.97	\$2,875.88	\$77,648.85
12S	\$50,357.31	\$83,100.46	\$3,196.17	\$86,296.63
13S	\$56,265.03	\$92,321.73	\$3,550.84	\$95,872.57
14S	\$62,107.35	\$102,567.59	\$3,944.91	\$106,512.50
15S	\$69,083.25	\$113,947.03	\$4,382.58	\$118,329.61
16S	\$72,527.60	\$119,680.35	\$4,603.09	\$124,283.44
17S	\$79,786.90	\$135,092.74	\$5,195.87	\$140,288.61
18S	\$87,743.79	\$144,793.61	\$5,568.99	\$150,362.60

### GENERAL HOURLY PAY RANGE SCHEDULE

<u>Level</u>	<u>Minimum</u>	<u>Maximum</u>
1H	\$8.30	\$12.26
2H	\$8.62	\$13.61
3H	\$9.18	\$15.15
4H	\$10.20	\$16.82
5H	\$11.35	\$18.70
6H	\$12.60	\$20.79
7H	\$14.00	\$23.07
8H	\$15.54	\$25.66
9H	\$17.44	\$28.50
10H	\$19.18	\$31.66
11H	\$21.32	\$35.16
12H	\$23.68	\$39.07
13H	\$26.46	\$43.41



14H	\$29.20	\$48.23
15H	\$32.48	\$53.58
16H	\$34.10	\$56.27
17H	\$37.52	\$63.52
18H	\$41.26	\$68.08

<u>Level</u>	<u>Minimum</u>	<u>Maximum</u>
1H	\$8.49	\$12.53
2H	\$8.81	\$13.92
3H	\$9.39	\$15.49
4H	\$10.43	\$17.20
5H	\$11.60	\$19.12
6H	\$12.88	\$21.25
7H	\$14.32	\$23.59
8H	\$15.89	\$26.23
9H	\$17.83	\$29.14
10H	\$19.61	\$32.37
11H	\$21.80	\$35.95
12H	\$24.21	\$39.95
13H	\$27.05	\$44.39
14H	\$29.86	\$49.31
15H	\$33.21	\$54.78
16H	\$34.87	\$57.54
17H	\$38.36	\$64.95
18H	\$42.18	\$69.61

#### **6-005 WITHIN-RANGE PAY ADJUSTMENTS.**

Salary or hourly adjustments within an established range shall not be automatic but shall be dependent upon recommendation of the director to the Mayor. The decision to award or withhold an increase shall be the Mayor's and shall be based on performance and time in service. The employee shall be informed of the reasons for withholding an increase and the improvement in performance required to obtain an increase.

#### **6-007 RANGE ADJUSTMENTS.**

When the Council adjusts one or more of the ranges of pay established by this Ordinance due to changes in the cost of living or other reasons set forth in Article 4, the Council may elect to apply increases to the rates of pay for each employee within those

ranges. When Council so elects, such increases shall be applied to each employee within the range or ranges adjusted without regard to performance or time in service.

**ARTICLE 9\***  
**Compensation for Specific Positions**

<b>Article No.</b>	<b>Title</b>
9-001	Purpose.
9-002	Mayor.
9-003	Members of Council.
9-004	Clerk of Council and Assistant Clerk of Council.
9-005	Boards, Commissions and Committees.
9-006	Law Department.
9-007	Recreation Department.
9-008	School Guards.
9-009	Senior Services Department.
9-010	Economic Development Department.

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**9-001 PURPOSE.**

This Article 9 provides for the compensation of specific employee positions which are not included within other provisions of the General Salary Ordinance. Each official or employee elected or assigned to one of the positions provided in this Article shall receive compensation at the rate or within the pay range for each officer or position herein, and shall be paid by direct deposit on a bi-weekly basis except for those in 9-005(a) and 9-006(B).

**9-002 MAYOR.**

The Mayor shall be compensated at the maximum compensation in pay range 18S of the General Salary Pay Range Schedule in Article 6 of this General Salary Ordinance. Said compensation shall be paid in equal installments in the same manner and form as established for other salaried employees of the City.

**9-003 MEMBERS OF COUNCIL.**

Members of Council shall be compensated at the following annual salary rates:

		<u><b>27<sup>th</sup> Pay</b></u>	<u><b>Maximum Adjusted For 27<sup>th</sup> Pay</b></u>
President of Council	\$20,091.18	<b>\$772.74</b>	<b>\$20,863.92</b>
President of Council Pro Tem	\$19,467.00	<b>\$748.73</b>	<b>\$20,215.73</b>
Councilpersons	\$18,841.79	<b>\$724.68</b>	<b>\$19,566.47</b>

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\* Note – Articles 7 and 8 were intentionally deleted through previous Ordinances of Council.



**9-004 CLERK OF COUNCIL AND ASSISTANT CLERK OF COUNCIL.**

A. The Clerk of Council shall be compensated at the rate of \$~~55,000.00~~<sup>56,237.50\*</sup> per annum.

B. The Assistant Clerk of Council shall be compensated at the rate of \$~~50,000.00~~<sup>51,125.00\*\*</sup> per annum.

C. The aforesaid per annum compensation shall be paid in equal installments in the same manner and form as established for other salaried employees of the City.

D. The Clerk and Assistant Clerk of Council when serving as Acting Clerk of Council shall be compensated at the rate of \$75.00 per meeting for attendance at each official meeting of Council.

**9-005 BOARDS, COMMISSIONS AND COMMITTEES.**

(a) **Non-City Employees.** Each member of the Planning Commission, Board of Zoning Appeals, Civil Service Commission, Architectural Review Board, Property Maintenance Board of Appeals, Charter Review Committee, and any Assessment Equalization Board of the City of Strongsville who is not an employee of the City shall serve without compensation; but may be reimbursed for actual expenses in accordance with C.O. Section 266.14 or may elect to be reimbursed for such expenses in the sum of \$75.00 per meeting. Such election shall be made on or before January 31 in each calendar year or within 30 days from the member's date of appointment.

(b) **City Employees.** Each member of the Planning Commission, Board of Zoning Appeals, Civil Service Commission, Architectural Review Board, Property Maintenance Board of Appeals, Charter Review Committee, and the Shade Tree Commission of the City of Strongsville who is a City employee and required to attend a meeting of any of the aforesaid Boards, Commissions or Committee beyond such employee's regularly scheduled work hours shall be compensated in accordance with law plus reimbursable expenses in accordance with C.O. Section 266.14 if any, or \$75.00 per meeting, whichever amount is greater. Such payments shall be processed, and treated, as compensation for payroll reporting purposes.

**9-006 LAW DEPARTMENT.**

A. The position of the Law Director shall be a full-time position, and the employee assigned to that position shall be compensated at a rate within the pay range to which the position has been allocated. The compensation for that position shall be administered in accordance with Article 6 of the General Salary Ordinance.

B. In the event that the Assistant Law Director (Civil) represents the City, its officers, employees, or agents before any court or administrative agency other than the Council or a Board of the City; or is assigned a special project by the Mayor outside of

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\* For the Clerk of Council for 2015 only, the 27<sup>th</sup> pay will be \$2,162.98, and the maximum adjusted per annum for the 27<sup>th</sup> pay will be \$58,400.48.

\*\* For the Assistant Clerk of Council for 2015 only, the 27<sup>th</sup> pay will be \$1,966.35, and the maximum adjusted per annum for the 27<sup>th</sup> pay will be \$53,091.35.



his/her normal duties, the Assistant Law Director (Civil), for such preparation and appearance, shall be paid additional compensation in addition to the basic compensation established in Articles 4 through 6 hereof. In these matters the Assistant Law Director (Civil) is authorized in case or project preparation and appearance to utilize the services of law clerks, legal assistants/paralegals, and other attorneys associated with the Assistant Law Director (Civil) or in his/her employ. For rendering the services set out herein, the Assistant Law Director (Civil) shall receive compensation in addition to the basic compensation established in Articles 4 through 6 hereof as follows:

Assistant Law Director	\$ <del>165.00</del> 180.00 per hour
Other Attorneys	\$ <del>148.50</del> 162.00 per hour
Legal Assistant/Paralegal	\$ <del>60.50</del> 66.00 per hour
Law Clerk	\$ <del>38.50</del> 42.00 per hour

The Assistant Law Director (Civil) shall provide the private facilities, equipment and support services of a secretarial nature required to carry out such attorney's responsibilities as set out in this Section 9-006 for court matters, administrative matters, or special projects at no additional cost to the City.

In the event that the Assistant Law Director (Criminal) represents the City, its officers, employees, or agents before any court or administrative agency other than the Strongsville Mayor's Court or the Berea Municipal Court; or is assigned a special project by the Mayor outside of his/her normal duties, the Assistant Law Director (Criminal) shall be paid for such preparation and appearance additional compensation in addition to the basic compensation established in Articles 4 through 6 hereof as follows:

A.	Assistant Law Director (Criminal)	\$140.00 per hour
B.	Other Attorneys	\$135.00 per hour
C.	Legal Assistant/Paralegal	\$ 55.00 per hour
D.	Law Clerk	\$ 35.00 per hour

The Assistant Law Director (Criminal) shall provide the private facilities, equipment and support services of a secretarial nature required to carry out such attorney's responsibilities as set out in this Section 9-006 for court matters, administrative matters, or special projects at no additional cost to the City.

C. The City shall provide the Law Director and all Assistant Law Directors medical and hospital benefits, insurance, holiday leave, sick leave, vacation leave and contributions to the Public Employees Retirement System; however such benefits are based solely upon their respective rates of compensation established pursuant to Articles 4 through 6 of this Ordinance.

The Law Director and the Assistant Law Directors shall not be required to represent the Strongsville City School District or its Board. The Law Director or



Assistant Law Directors may represent the Strongsville City School District or its Board if he/she elects to do so by separate agreement with the School District or its Board.

**9-007 RECREATION DEPARTMENT.**

A. The compensation for Recreation Department employees other than those set forth in Article 5 are established at the following ~~salaries~~ ~~pay ranges (S)~~, hourly pay ranges (H) and fixed rates (F):

**Pay Range**

<b><u>Position</u></b>	<b><u>Minimum</u></b>	<b><u>Maximum</u></b>
Game Official	F <del>7.95</del> 8.10/game	F 45.00/game
Recreation Assistant	H <del>7.95</del> 8.10	H 18.00
Recreation Center Staff	H <del>7.95</del> 8.10	H 20.00
Recreation Facility & Groundskeeper	H <del>7.95</del> 8.10	H 18.00
Recreation Instructor	H <del>7.95</del> 8.10	H 55.00
Personal Trainer	H <del>7.95</del> 8.10	H 55.00
Swim Instructor/Private Lessons	H <del>7.95</del> 8.10	H 55.00
Building Superintendent	H <del>7.95</del> 8.10	H 18.00
Front Desk Attendant	H <del>7.95</del> 8.10	H 18.00
Sports Intern	H <del>7.95</del> 8.10	H 18.00
Fitness Attendant	H <del>7.95</del> 8.10	H 18.00
Head Lifeguard	H <del>7.95</del> 8.10	H 18.00
Lifeguard	H <del>7.95</del> 8.10	H 18.00
Swim Coaches	H <del>7.95</del> 8.10	H 18.00
Lifeguard Instructors	H <del>7.95</del> 8.10	H 18.00
Water Safety Instructors	H <del>7.95</del> 8.10	H 18.00
Pool Scoreboard Operator	H <del>7.95</del> 8.10	H 18.00
Head Camp Counselors	H <del>7.95</del> 8.10	H 18.00
Camp Counselors	H <del>7.95</del> 8.10	H 18.00
Lead Pre-School Instructor	H <del>7.95</del> 8.10	H 18.00
Assistant Pre-School Instructor	H <del>7.95</del> 8.10	H 18.00
Lead Club Rec. Instructor	H <del>7.95</del> 8.10	H 18.00
Assistant Lead Club Rec. Instructor	H <del>7.95</del> 8.10	H 18.00
Tot Room Attendant	H <del>7.95</del> 8.10	H 18.00

B. The rate of compensation of a salaried employee in the Recreation Department shall be determined based upon the estimated hours to be worked in any calendar year and shall be paid by prorating the salary over the period of the program in which an employee works in such calendar year.

**9-008 SCHOOL GUARDS.**

Each school guard employed by the City in locations on school grounds or at points immediately adjacent thereto shall be paid ~~Ten and 56/100 Dollars (\$10.56)~~ **Eleven and 56/100 Dollars (\$11.56)** for each session actually worked each school day. "Session" shall mean the time of day for school guard service before schools open, during the lunch period, or after schools close.

**9-009 SENIOR SERVICES DEPARTMENT.**

A. The compensation for the Senior Services Department employees other than those set forth in Article 5 are established at the following ~~salaries pay ranges (S)~~, hourly pay ranges (H) ~~and fixed rated (F)~~:

<u>Position</u>	<u>Minimum</u>	<u>Maximum</u>
Van Driver	H 7.958.10	H 18.00
Senior Front Desk Attendant	H 7.958.10	H 18.00
Kitchen Assistant	H 7.958.10	H 18.00
Senior Instructor	H 7.958.10	H 55.00

**9-010 ECONOMIC DEVELOPMENT DEPARTMENT.**

A. The compensation for Economic Development Department employees other than those set forth in Article 5 are established at the following salaries pay ranges (S):

<u>Position</u>	<u>Minimum</u>	<u>Maximum</u>	<u>27<sup>th</sup> Pay Maximum</u>	<u>Maximum Adjusted for 27<sup>th</sup> Pay</u>
TIF Incentive/ TIF Specialist (Part-Time)	S \$15,000.00 (annually)	S \$16,000.00	\$615.38	\$16,615.38

B. The rate of compensation of the above salaried employees of the Economic Development Department shall be paid by prorating the salary over the period of a year.

**ARTICLE 10  
Administration**

This General Salary Ordinance and the Personnel Plan shall be administered by the Director of Finance and the Human Resources Director, except as otherwise provided in this Ordinance, the Codified Ordinances of the City, and the Rules and Regulations of the Civil Service Commission. Controversies over the administration of this Ordinance may be submitted to the Mayor for his review and final determination.

**Section 2.** That pursuant to Section 6-007 of Article 6 of this Ordinance, effective January 1, 2015, the General Salary Pay Range Schedule and General Hourly Pay Range Schedule from Levels 1S and 1H through 18S and 18H respectively, are hereby increased by 2.25% over the current rate of pay with such 2.25% increase to be applied to each full-time employee who is not a member of a collective bargaining unit and who is employed within those ranges on January 1, 2015.

**Section 3.** That pursuant to Section 6-007 of Article 6 of this Ordinance, the provisions of Sections 6-003, 9-003, 9-004, 9-006, 9-007, 9-008, 9-009, and 9-010 shall be and are hereby operative from and after January 1, 2015.

**Section 4.** That the provision of Article 5, Section 5-314 shall be effective and operative retroactive to November 30, 2014.

**Section 5.** That any other amendments, with the exception of those set forth above in Sections 2, 3 and 4, shall be effective and operative upon the passage and effective date of this Ordinance.

**Section 6.** That all other Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed as of January 1, 2015.

**Section 7.** That the funds for the purposes of this Ordinance shall be appropriated and paid from the General Fund; Police Pension Fund; Street, Construction, Maintenance & Repair Fund; Fire Levy Fund; Fire Pension Fund; Multi-Purpose Complex Fund; Community Diversion Fund; Earned Benefits Fund, Sanitary Sewer Fund, and from any federal, state or county grant funding which may become available for such purposes.

**Section 8.** 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 9.** That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is necessary to maintain the orderly and efficient operation of various departments of the City, provide fair compensation for all employees, 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: _____



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

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

ORD. No. 2014-220 Amended: \_\_\_\_\_  
1st Rdg. 11-17-14 Ref: \_\_\_\_\_  
2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – 229

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 VACANT REAL ESTATE LOCATED NEAR WESTWOOD DRIVE AND OLYMPUS WAY (PART OF PPN 392-30-006) IN THE CITY OF STRONGSVILLE FROM R1-75 (ONE FAMILY 75) CLASSIFICATION TO PF (PUBLIC FACILITIES) CLASSIFICATION, AND DECLARING AN EMERGENCY.**

WHEREAS, the owner of vacant property located near Westwood Drive and Olympus Way, being part of permanent parcel number 392-30-006, (the "property") has submitted a petition to the City requesting rezoning of the property from R1-75 (One Family 75) to PF (Public Facilities); and

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

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

**Section 1.** That the Zoning Map of the City of Strongsville, adopted by Section 1250.03 of Title Six, Part Twelve of the Codified Ordinances of Strongsville, be amended to change the zoning classification from R1-75 (One Family 75) classification to PF (Public Facilities) classification, of certain property described in Exhibit "A" and depicted in Exhibit B, attached hereto and incorporated herein as if fully rewritten; provided that such amendment is approved at a regularly scheduled election by a majority vote of the electors voting thereon in the City of Strongsville and in each ward in which the change is applicable to the property in the ward.



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**Section 2.** That, after approval by the electors as set forth in Section 1 above, the Clerk of Council is hereby authorized to cause the necessary changes on the Zoning Map to be made in order to reflect the zoning 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 is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to process rezoning of such property in order to meet the deadline for submittal of this issue to the ballot in accordance with law, 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.

First reading: \_\_\_\_\_ Referred to Planning Commission

Second reading: \_\_\_\_\_

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	_____	_____
Schönhut	_____	_____
Southworth	_____	_____

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

ORD. No. 2014 - 229 Amended: \_\_\_\_\_  
1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

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

**HOFMANN - METZKER, INC.**

REGISTERED PROFESSIONAL SURVEYORS  
P. O. BOX 343 - 24 BEECH STREET  
BEREA, OH 44017 (440) 234-7350  
FAX: (440) 234-7351

George A. Hofmann, P.S., President  
Richard D. Metzker, P.S., Vice President

Strongsville Board of Education  
Rev: 10-29-2013

**DESCRIPTION**

**0.876 Acres  
EXHIBIT "A"**

Situated in the City of Strongsville, County of Cuyahoga, State of Ohio and known as being the Northerly 0.876 Acres of land conveyed to the Board of Education of the Strongsville City School District by deed recorded in AFN 201308010442 of part of Original Strongsville Township Lot No. 55, and further bounded and described as follows:

Beginning at an Iron pin in a monument box reference at the intersection of the centerline of Westwood Drive (60') with the Westerly line of said Original Lot No. 55, said point being distant South 81 degrees 30 minutes 23 seconds East, 190.22 feet from the intersection of said centerline of Westwood Drive with the centerline of Olympus Way (60');

Thence South 80 degrees 09 minutes 01 seconds East along said centerline, a distance of 50.00 feet to the Southwesterly corner of said land conveyed;

Thence North 01 degrees 18 minutes 50 seconds East along the Westerly line of said land, a distance of 357.11 feet to an Iron Pin Set at the principal place of beginning;

Thence continuing North 01 degrees 18 minutes 50 seconds East, a distance of 303.99 feet to the Northwestern corner of said land conveyed to the Board of Education of the Strongsville City School District, ( axle shaft with punch mark found 0.45'E-0.58'S)

Thence North 84 degrees 05 minutes 29 seconds East along the Northerly line of said land, a distance of 119.77 feet to the Northeasterly corner thereof, ( 5/8" Iron Pin Found 0.38'E-0.37'S);

Thence South 01 degrees 12 minutes 09 seconds West along the Easterly line of said land, a distance of 336.40 feet to a point, ( 5/8" Iron Pin Found 0.46'E- 1.11'N);

Thence North 80 degrees 25 minutes 26 seconds West, a distance of 120.73 feet to the principal place of beginning and containing 38,149.412 Sq. Ft. - 0.876 Acres of land according to a survey by George A. Hofmann, Registered Surveyor No. 6752.

The basis of bearings is the centerline of Westwood Road in Original Lot No. 55, bearing South 80 degrees 09 minutes 01 seconds East. The courses used in this description are used to indicate angles only.

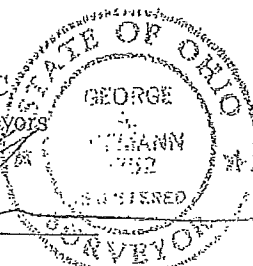
Distances are given in feet and decimal parts thereof.

HOFMANN-METZKER, INC.  
Registered Professional Surveyors

By:

*George A. Hofmann*  
George A. Hofmann

Registered Surveyor Number 6752



**HOFMANN - METZKER, INC.**

REGISTERED PROFESSIONAL SURVEYORS  
P. O. BOX 343 - 24 BEECH STREET  
BEREA, OH 44017 (440) 234-7350  
FAX: (440) 234-7351

George A. Hofmann, P.S., President  
Richard D. Metzker, P.S., Vice President

Strongsville Board of Education  
3-12-2014

**DESCRIPTION**

Split from Hickle (0.249 Acres )

**EXHIBIT "A"**

Situated in the City of Strongsville, County of Cuyahoga, State of Ohio and known as being part of Parcel "A" of a Lot Split And Consolidation made for the John Sokolowski and recorded in Vol. 340, Pg. 1 of Cuyahoga County Map Records, of part of Original Strongsville Township Lot No. 55, and further bounded and described as follows:

Beginning at an Iron pin in a monument box reference at the intersection of the centerline of Westwood Drive (60') with the Westerly line of said Original Lot No. 55, said point being distant South 80 degrees 09 minutes 23 seconds East, 190.22 feet from the intersection of said centerline of Westwood Drive with the centerline of Olympus Way (60');

Thence South 80 degrees 09 minutes 01 seconds East along said centerline, a distance of 50.00 feet to the Southeasterly corner of Parcel "B" in in said lot split and consolidation;

Thence North 01 degree 18 minutes 50 seconds East along the Easterly line of said Parcel "B" and Parcel "A", a distance of 438.46 feet to an Iron Pin Set at the principal place of beginning;

Thence North 88 degrees 41 minutes 10 seconds West , a distance of 49.36 feet to an Iron Pin set on the Westerly line of said Parcel "A" ;

Thence North 01 degree 18 minutes 21 seconds East along said Westerly line, a distance of 216.38 feet to the Northwesterly corner of said Parcel "A" ( 5/8" Iron Pin Found capped 6752/7477, 0.22°W-0.09°S);

Thence North 84 degrees 05 minutes 29 seconds East along the Northerly line of said Parcel "A", a distance of 49.78 feet to the Northeasterly corner thereof ( Axle w/punch mark found 0.45' E-0.58°S);

Thence South 01 degree 18 minutes 50 seconds West along the Easterly line of said Parcel "A", a distance of 222.64 feet to the principal place of beginning and containing 10,837.796 Sq. Ft. - 0.249 Acres of land according to a survey by George A. Hofmann, Registered Surveyor No. 6752.

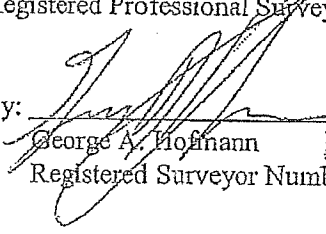
Page 2  
Split from Hickie  
0.249 Acres

The basis of bearings is the centerline of Westwood Road in Original Lot No. 55, bearing South 80 degrees 09 minutes 01 seconds East. The courses used in this description are used to indicate angles only.

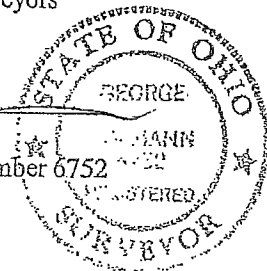
Distances are given in feet and decimal parts thereof. Iron Pin Set are 5/8" rebar, 30" long capped 6752/7477.

HOFMANN-METZKER, INC.  
Registered Professional Surveyors

By:

  
George A. Hoffmann

Registered Surveyor Number 6752







**CITY OF STRONGSVILLE, OHIO**

**ORDINANCE NO. 2014 – 230**

**By: Mr. Maloney**

**AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ISSUE AND APPROVE CHANGE ORDER NO. 4 FOR A FURTHER INCREASE IN THE CONTRACT PRICE IN ACCORDANCE WITH THE PROVISIONS OF THE CONTRACT BETWEEN THE CITY OF STRONGSVILLE AND FABRIZI TRUCKING & PAVING CO., INC., IN CONNECTION WITH THE PEARL ROAD WIDENING PROJECT PHASE II (CUY-42-0.00), AND DECLARING AN EMERGENCY.**

WHEREAS, pursuant to Ordinance No. 2013-207, Council authorized the Mayor to enter into a contract with Fabrizi Trucking & Paving Co., Inc. for improvements to a section of Pearl Road in connection with the Pearl Road Widening Project Phase II (Cuy-42-0.00) (the "Project") in the amount of \$7,052,132.40; and

WHEREAS, by and through Ordinance No. 2014-040, passed March 17, 2014, the City, through the City Engineer, determined it would be in the best interests of the City to approve a change order to include as a part of the Project additional work requested by the City, additional work required due to unforeseen conditions, and additional work required due to conflict with other utilities for an increase in the contract price of \$155,898.05; and

WHEREAS, by and through Ordinance No. 2014-078, passed April 21, 2014, the City, through the City Engineer, determined it would be in the best interests of the City to approve a change order to include as a part of the Project additional work required because of conflict with other utilities, for an increase in the contract price of \$135,330.45; and

WHEREAS, by and through Ordinance No. 2014-131, passed July 7, 2014, the City, through the City Engineer, further determined it would be in the best interests of the City to approve a change order to include as a part of the Project additional work requested by the City which was necessary to avoid delay costs due to conflicts with utilities, unknown field conditions, and a change in material specifications for signal poles, all of which resulted in an increase in the contract price in the amount of \$45,701.90; and

WHEREAS, the City's Construction Manager, CT Consultants, Inc., and the City's Engineer have now recommended that it would be in the best interests of the City to include further changes in the work performed or to be performed on the Project by Fabrizi Trucking & Paving Co., Inc., generally being additional work requested by the

City, which is necessary to avoid delay costs due to, among other things, conflicts with utilities, adjustments for water service, and asphalt pavement installation at Boston Road, all as more fully set forth in Exhibit "A" attached hereto and incorporated herein as if fully rewritten, and a full set of supporting documentation for which is on file with the City Engineer, and to provide additional payment for such changes in the work in the amount of \$97,699.05 for a new total Project cost of \$7,486,761.85.

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

**Section 1.** That the Mayor be and is hereby authorized and directed to issue and approve Change Order No. 4 to the contract in the amount of \$97,699.05, as recommended by CT Consultants, Inc. and the City Engineer, and consistent with Sections 13 and 14 of the General Conditions to the contract; and, after the issuance and approval of said Change Order No. 4 and completion of such work, to direct the Director of Finance to make payment to **FABRIZI TRUCKING & PAVING CO., INC.** in the additional amount of \$97,699.05, thereby increasing the total Project cost to \$7,486,761.85.

**Section 2.** That the funds necessary for this Ordinance have been appropriated and shall be paid from the Pearl Road Capital Improvement Fund, Royalton Road and/or Pearl Road Tax Increment Financing Funds and such other Federal, State and local funds made available for the Project, including but not limited to State of Ohio, Ohio Public Works Commission funding, and/or Federal Highway Safety Program funds, and Federal Earmark Funds; and that the Director of Finance be and is hereby authorized and directed to issue his warrants for payment accordingly, and in accordance with the terms of any applicable grant agreements.

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

**Section 4.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to provide for changes in the work in order to properly and timely complete the Project, to avoid potential legal entanglements, to comply with grant requirements, 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.

CITY OF STRONGSVILLE, OHIO  
ORDINANCE NO. 2014 – 230  
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. 2014-230 Amended: \_\_\_\_\_  
1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

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



# CHANGE ORDER

Change Order No.: 4  
Date: November 8, 2014  
Agreement Date: October 18, 2013

Name of PROJECT: Pearl Road Widening Ph2 CUY-42-0.00; PID 88677

OWNER: City of Strongsville, Ohio  
CONTRACTOR: Fabrizio Trucking & Paving

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification: Referenced attached documentation

## Change to CONTRACT PRICE:

Original CONTRACT PRICE: \$ 7,052,132.40

Current CONTRACT PRICE adjusted by  
Previous CHANGE ORDER \$ 7,389,062.80

The CONTRACT PRICE due to this CHANGE ORDER  
will be (**increased**) (decreased) by: \$ 97,699.05

The FINAL CONTRACT PRICE including this  
CHANGE ORDER will be \$ 7,486,761.85

## Change to CONTRACT TIME:

The CONTRACT TIME will be (increased) (decreased) by \_\_\_\_\_  
(Calendar Days)

Original Completion Date May 9, 2015  
The date for completion of all WORK will be May 9, 2015  
(Date)

Requested by: Maria Fearer 11/10/14  
Maria Fearer, Vice President  
Fabrizi Trucking & Paving (Date)

Recommended by: Thomas B. Gwydir, Jr., P.E. 11/11/14  
CT Consultants, Inc (Date) TCB 11-10-14

Accepted by: \_\_\_\_\_  
Ken Mikula, P.E.  
City of Strongsville (Date)

Federal Agency Approval  
(where applicable) \_\_\_\_\_  
(Date)

EXHIBIT A

# Summary of Review Totals

## Proposed Change Order Number 4

<u>Item No.</u>		<u>Value of Extra Work</u>	
		<i>LOCAL Funding</i>	<i>ODOT Eligible</i>
4-1 60	Water service in conflict with the stone wall. Service was lowered.	\$	419.06
4-2 68	Andros requested extra work to re-dress the property, eliminating a severe slope grading issue.	\$	2,988.53
4-3 63	Set outlet structures on Boston Rd. Required by contract but not defined with a pay item	\$	224.34
4-4 74	Price for replacement of valve boxes on the 24" watermain. They are to be adjusted but full replacement was necessary. 13 each @ \$750 per	\$	9,750.00
4-5 77	NTH recommended wire mesh be placed on the 24" watermain trench for additional protection.	\$	27,014.40
4-6 78	Underground electrical services are in conflict with the pavement at Pearl/Ellsworth. The conduit and conductors needed lowered.	\$	3,680.00
4-7 65-2	Full width asphalt paving of Boston Rd, from east side of project limits to west side.	\$	44,798.25
4-8 84	Cut in an access road to the Glenrock subdivision to maintain access for the subdivision contractor. Condition not present at time of bid.	\$	2,699.57
4-9 59	The pole and mirror opposite 19784 will be moved to behind the new curb. Homeowner requested the mirror to remain for sight issues.	\$	3,742.00

	<b><i>Sub-Total</i></b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>95,316.15</b>
<b>Bond Increase</b>	2.50%		\$0.00		\$2,382.90
	<b><i>Totals</i></b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>97,699.05</b>

**Settled Amount of Change Order #4** **\$97,699.05**

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – 231

By: Mr. Maloney

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A FIRST AMENDMENT TO SITE LEASE AGREEMENT WITH NEW CINGULAR WIRELESS PCS, LLC, AS LESSEE, AND THE CITY OF CLEVELAND, AS LESSOR, FOR MODIFICATION OF THE INSTALLATION ON PREMISES LOCATED AT 18778 ROYALTON ROAD, AT THE CLEVELAND WATER TOWER AND ITS TELECOMMUNICATIONS FACILITIES, IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.**

WHEREAS, the City of Cleveland, as Lessor, Strongsville, and New Cingular Wireless PCS, LLC, as Lessee, entered into a Site Lease Agreement dated April 21, 2006, whereby Lessor leased to Lessee certain Premises, therein described, that are a portion of the Property located at 18778 Royalton Road Strongsville, Ohio 44136, owned by the City of Strongsville and the subject of easements running to the City of Cleveland ("Lease"); and

WHEREAS, Lessee now desires to amend the Site Lease Agreement to expand the Premises and to obtain authorization to use a generator and to install cables within the Premises, as modified by this Amendment and as depicted in Exhibit A-1, attached hereto and incorporated herein; and

WHEREAS, Lessor and Strongsville have determined that Lessee's request for modification of the Lease is in the municipalities' best interests, and Lessor and Strongsville, therefore, approve Lessee's request; and

WHEREAS, this Council adopted Resolution No. 2014-102 on June 16, 2014, confirming Planning Commission approval of the final site plan for the addition and installation of the diesel emergency backup generator and concrete slab in connection with the existing telecommunications tower on City-owned property located at 18778 Royalton Road (PPN 396-10-014), in Strongsville, Ohio.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO, TWO-THIRDS OF THE MEMBERS CONCURRING:

**Section 1.** That the Mayor is authorized and directed to enter into a First Amendment to Site Lease Agreement with New Cingular Wireless PCS, LLC, as Lessee, and the City of Cleveland, as Lessor, regarding the Cleveland Water Tower and its telecommunications facilities located at 18778 Royalton Road, on City of Strongsville owned property, upon the terms and conditions set forth in the document



CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – 231

Page 2

entitled "First Amendment to Site Lease Agreement," attached hereto and designated Exhibit "1", subject to the provisions of this Ordinance.

**Section 2.** 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 3.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that the immediate construction of the additional appurtenances and modifications to the telecommunications facilities is necessary to provide for the continuity of wireless telecommunications services to the public, 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.

\_\_\_\_\_  
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. 2014-231 Amended: \_\_\_\_\_  
1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

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

Market: Ohio  
Cell Site Number: 86962-A  
Cell Site Name: Strongsville Commons  
Fixed Asset Number: 10066638  
Reference Number of  
Prior Recorded Documents: \_\_\_\_\_

## **FIRST AMENDMENT TO SITE LEASE AGREEMENT**

THIS FIRST AMENDMENT TO SITE LEASE AGREEMENT ("**Amendment**"), dated as of the latter of the signature dates below, is by and between the City of Cleveland ("**Lessor**"), an Ohio municipal corporation, through its Director of Public Utilities, under the authority of Ordinance No. 2307-2000, passed by Cleveland's Council on May 21, 2001 and the City of Strongsville ("**Strongsville**"), an Ohio municipal corporation, through its Mayor and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Dr. NE, Suite 13-F West Tower, Atlanta, GA 30324 ("**Lessee**"), through its duly authorized representative.

WHEREAS, Lessor, Strongsville, and Lessee entered into a Site Lease Agreement dated April 21, 2006, whereby Lessor leased to Lessee certain Premises, therein described, that are a portion of the Property located at 18778 Royalton Road Strongsville, OH 44136 ("Lease"); and

WHEREAS, Lessee desires to amend the Site Lease Agreement to expand the Premises and to obtain authorization to use a generator and to install cables within the Premises, as modified by this Amendment and as depicted in Exhibit A-1, attached hereto and incorporated herein.

WHEREAS, Lessor and Strongsville have determined that Lessee's request for modification of the Lease is in the municipalities' best interests and Lessor and Strongsville approve Lessee's request.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor, Strongsville, and Lessee further agree as follows:

### **I. MODIFICATION OF SECTION 1, PREMISES**

Section 1. Premises is modified to include the following provision:

1. (a) (i) Expanded Premises Area. Lessor leases to Lessee the additional premises described on Exhibit A-1 ("New Premises Area"). The Premises depicted on Exhibit A and the New Premises Area depicted at Exhibit A-1 shall be the Premises under the Lease. Lessor authorizes Lessee to prepare, execute, and file any necessary applications for government approval of Lessee's use of the New Premises Area under this Lease, as amended.

## II. MODIFICATION OF SECTION 5, RENT

The Section 5. Rent provision is modified include the follows:

(a) Increased Rent for Use of New Premises Area. Commencing the first day of the month following the installation of the generator or related equipment within the New Premises Area ("Increase Commencement Date"), Lessee shall pay to Lessor and Strongsville as increased Rent, the additional sum of Three Hundred Dollars and zero cents (\$300.00) per month ("Increased Rent"), subject to further adjustments, if any, as set forth in the Lease; provided that the first Increased Rent payment shall be due sixty (60) days after the commencement date and provided further that, any partial month occurring after the Increase Commencement Date, the Increased Rent amount shall be pro-rated.

## III. MODIFICATION OF SECTION 9, UTILITIES AND ACCESS

The Section 9. Utilities and Access provision is modified as follows:

(a) Lessee shall have the right to install utilities, to be separately metered at Lessee's expense, and to improve present utilities on the Premises, including but not limited to the installation of emergency power generators. Lessee shall have the right to permanently place utilities on, or to bring utilities across or under, the Premises and the Easement in order to service the Equipment throughout the Term or any Renewal Term of this Lease. Lessee shall be responsible for all utility connection charges and all utility use charges for electricity or any other utility used by Lessee. Lessor agrees that during the Term or any Renewal Term of this Lease, Lessee shall have escorted ingress and egress to the Premises as follows: Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. for the purpose of non-emergency construction, installation, maintenance and repairs to Lessee's Facilities and on a 24-hour 7 days per week basis for the purpose of emergency repairs to said Facilities. Lessee shall give at least 24 hours prior notice to Lessor to obtain access for non-emergency work, and at least two (2) hours prior notice for emergency work. All access requests shall be made to Lessor's Parma Control Center at (216) 664-3180. Lessor's representative will respond within two (2) hours if Lessor does not have a concurrent emergency or four (4) hours if Lessor has a concurrent emergency. Lessor shall have the right to approve the location and manner of installation of such cables and wires on Lessor's tower. Lessee shall have access over and across Strongsville's lands to install, repair, and maintain such cable, wires, related fixtures, and Facilities. Lessee is responsible for the cost of such activities and will notify Lessor in advance of its need to install or repair its cables, wires, related fixtures, and Facilities located in/or on the Premises; *except however*, in the case of an emergency whereupon notification shall follow. Subject to all applicable Strongsville municipal approvals, Lessee may, at its option and own expense, construct a suitable private access drive to the Premises and the Equipment within the Easement, with the prior approval of Strongsville. To the degree additional access is reasonably required across other property owned by Strongsville, Strongsville shall execute an easement evidencing this right.

(b) Generator. Lessee, at its sole discretion and expense, may install, repair, maintain, modify, replace, remove, utilize and operate (including but not limited to operate as may be required by applicable law) generator-related equipment within the New Premises Area, including without limitation a concrete pad and generator thereon, including back-up power

supply, to be metered at Lessee's sole expense consistent with the provisions of Section 9(a) of this Lease, as amended. Lessee shall have the right to access the Premises, including the New Premises Area, and any provisions in the Lease governing access shall apply to such access. The generator shall remain the property of Lessee. Lessee shall have the right to remove or modify the generator at any reasonable time.

(c) Cables. Lessee, at its sole discretion and sole expense, may install and maintain cables from its equipment within the New Premises Area to its equipment within the rooftop area of the Premises within spaces and pathways mutually agreed to by the parties.

#### **IV. MODIFICATION OF SECTION 10, TERMINATION**

The Section 10. Termination provision is modified as follows:

(a) This Amendment may be terminated subject to the provisions of Section 10 of the Lease. Lessee may terminate this Amendment by written notice to Lessor. Upon Lessee's written notice, the Increased Rent, set forth in Section 5(a) shall not take effect or shall be cancelled, as applicable, following any such termination subject to Section 10 of the Lease. Within ninety (90) days after termination of this Amendment, Lessee shall remove its equipment from the New Premises Area. Any Equipment or other Lessee property not removed within such period and cessation of Lessee's operations at the New Premises Area shall be subject to the provisions set forth in Sections 10 and 23 of the Lease. Lessee shall repair any damage, less ordinary wear and tear, to the New Premises Area caused by its removal activities.

#### **V. MODIFICATION OF SECTION 17, NOTICE**

The Section 17. Notice provision is deleted in its entirety and replaced with the following:

All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.



If to Lessor: City of Cleveland  
Office of Radio  
Communications  
1300 Lakeside Avenue  
Cleveland, OH 44114  
  
Attn. Project Director

If to Lessee: Cingular Wireless LLC  
Attn: Network Lease  
Administration  
Re: Cell Site # Cle-564  
Cell Site Name: Strongsville Commons  
15 E. Midland Avenue  
Paramus, NJ 07652

With copy to: Director  
Public Utilities  
1201 Lakeside Avenue  
Cleveland, OH 44114

With copy to: Cingular Wireless LLC  
Attn: Legal Department  
Re: Cell Site # Cle-564  
Cell Site Name: Strongsville Commons  
15 E. Midland Avenue  
Paramus, NJ 07652

If to  
Strongsville: Office of the Mayor  
  
City of Strongsville  
16099 Foltz Parkway  
Strongsville, OH 44149

With copy to: Law Director  
City of Strongsville  
16000 Foltz Parkway  
Strongsville, OH 44149

The copy sent to Lessee's Legal Department, an administrative step, does not constitute legal notice. Any party may change the place for the giving of notice to it by thirty (30) days prior written notice to the other parties as provided herein.

## **V. MODIFICATION OF SECTION 26, MISCELLANEOUS**

The Section 26, Miscellaneous is modified as follows:

(c) Upon Notice and request for signature by any party, the parties will execute, acknowledge, and deliver to the requesting party a recordable Memorandum of Site Lease Agreement substantially in the form of the Attachment 1. Any party may record the Memorandum of Site Lease.

(g) All capitalized terms used but not defined in this Amendment shall have the same meanings as defined in the Lease.

## **VI. SECTION 28, AUTHORITY**

The Section 28 provision is added to provide the following condition:

This Amendment is subject to approval, if necessary, by the Council of the City of Strongsville, Ohio, in accordance with law, and consistent with the approval of the final site plan as approved in its Resolution No. 2014-102, on June 16, 2014.

## **VII. INCORPORATION**

The provisions of this First Amendment are incorporated into the original Lease, as if fully rewritten in the Lease. All terms used in this Amendment shall be defined and construed in the manner set forth in the original Lease. Except as otherwise provided in, or as otherwise necessary or appropriate to give effect to the terms of this First Amendment, all the provisions, terms, and conditions contained in the Lease and not inconsistent with this First Amendment shall remain unchanged and in full force and effect. In the event of any conflict between the original Lease and the First Amendment, the terms, conditions, and provisions of this First Amendment shall control.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this First Amendment to the Site Lease Agreement on the dates set forth below.

**[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]**

**LESSOR:**

City of Cleveland

**LESSEE:**

New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

By: \_\_\_\_\_  
Sharon Dumas, Interim Director  
Department of Public Utilities

By: \_\_\_\_\_  
Print Name:  
Its:  
Date:

The legal form and correctness of this  
instrument is approved.

Barbara A. Langhenry  
Director of Law

By: \_\_\_\_\_  
Kate E. Ryan  
Assistant Director of Law

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

**CITY OF STRONGSVILLE**

By: \_\_\_\_\_  
Thomas P. Perciak, Mayor

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

Approved for form by:

\_\_\_\_\_  
Kenneth A. Kraus, Law Director





## CITY OF CLEVELAND ACKNOWLEDGEMENT

STATE OF OHIO )  
 ) ss.  
COUNTY OF CUYAHOGA )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 201\_\_,  
by Sharon Dumas, Interim Director of Public Utilities, for the City of Cleveland.

Notary Seal

(Signature of Notary)

My Commission Expires: \_\_\_\_\_

## AT&T ACKNOWLEDGEMENT

STATE OF OHIO )  
 ) ss.  
COUNTY OF CUYAHOGA )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 201\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC.

Notary Seal

(Signature of Notary)

My Commission Expires: \_\_\_\_\_

STATE OF OHIO )  
 ) ss.  
COUNTY OF CUYAHOGA )

Notary Seal

My Commission Expires: \_\_\_\_\_

**Return to:**

04-2014 Amendment

## ATTACHMENT 1

Grantor: City of Cleveland / City of Strongsville  
Grantee: New Cingular Wireless PCS, LLC, a Delaware limited liability company  
Legal Description: Official legal description attached as Exhibit A-1

Cell Site Name & #: 86962-A Fixed Asset #: 10066638

Strongsville  
Commons

State: Ohio County: Cuyahoga

### MEMORANDUM OF FIRST AMENDMENT TO SITE LEASE AGREEMENT

This Memorandum of First Amendment to Site Lease Agreement is entered into on this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, by and between the City of Cleveland ("Cleveland"), an Ohio municipal corporation, through its Director of Public Utilities, pursuant to the authority of Ordinance No. 2307-2000, passed by Cleveland's Council on May 21, 2001 ("Lessor"), the City of Strongsville, an Ohio municipal corporation, by and through its Mayor, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Dr. NE, Suite 13-F West Tower, Atlanta, GA 30324 ("Lessee").

1. Lessor, Strongsville, and Lessee entered into a certain Site License Agreement ("**Lease**") on the 21st day of April, 2006, for the purpose of installing, operating and maintaining a communications facility and other improvements. A Memorandum of Lease reflecting the Agreement was recorded in the public records of as noted above.
2. The parties now desire to amend the lease as set forth below.

In consideration of the foregoing facts, the mutual covenants, conditions, and agreements set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Lessor agrees to increase the size of the Premises to accommodate additional generators, cables, cabinets, and antennas. Lessor leases to Lessee the Premises as more completely described on attached Exhibit A-1, which hereby replaces Exhibit A to the Lease.
2. The following provisions of the Lease have also been modified: Rent, Utilities and Access, Termination, Notice, Miscellaneous, Authority, and Incorporation.

3. In the event of any conflict between the terms of this Memorandum of First Amendment to Lease and the terms of the First Amendment to Lease, the terms of the First Amendment to Lease shall control.

**IN WITNESS WHEREOF**, the parties have executed this Memorandum of First Amendment to Site Lease as of the day and year first above written.

**LESSOR:**

City of Cleveland

**LESSEE:**

New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

By: \_\_\_\_\_  
Sharon Dumas, Interim Director

By: \_\_\_\_\_  
Print Name:  
Its:  
Date:

The legal form and correctness of this  
instrument is approved.

Barbara A. Langhenry  
Director of Law

By: \_\_\_\_\_  
Kate E. Ryan  
Assistant Director of Law

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

**CITY OF STRONGSVILLE**

By: \_\_\_\_\_  
Thomas P. Perciak, Mayor

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

Approved for form by:

\_\_\_\_\_  
Kenneth A. Kraus, Law Director



**Prepared by:**

Scott Radcliff

General Dynamics

12906 Shelbyville Road, Suite-230

Louisville, KY 40243

**EXHIBIT A-1**  
**DESCRIPTION OF PREMISES**  
Page \_\_\_\_ of \_\_\_\_

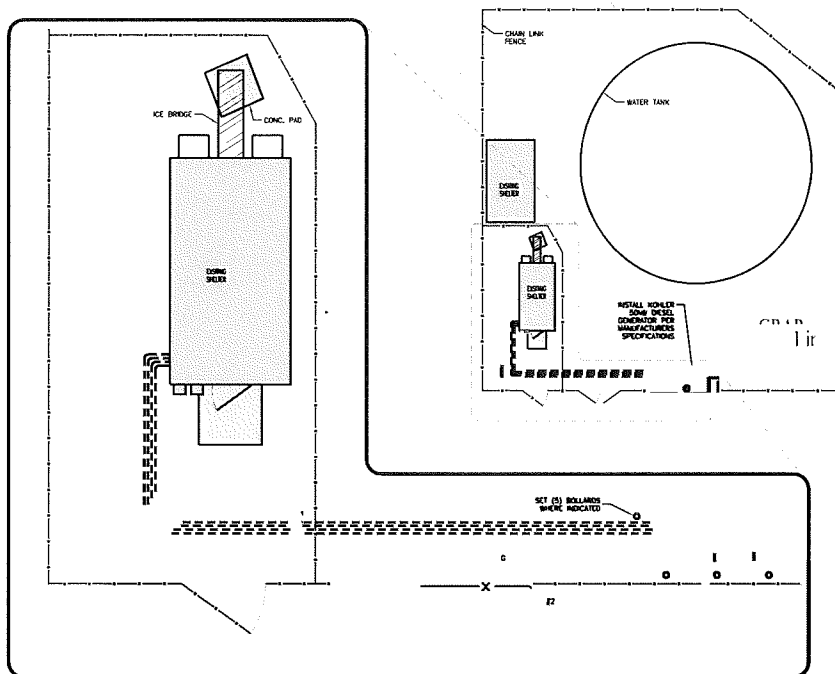
To the First Amendment to Site License Agreement dated \_\_\_\_\_, 201\_\_, by and between the City of Cleveland, as Lessor, the City of Strongsville, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Lessee.

The Premises are described and/or depicted as follows:

Tax Parcel ID:

Commonly known as: 18778 Royalton Road Strongsville, OH 44136

Lease Area Sketch or Survey:



**Notes:**

1. This Exhibit may be replaced by a land survey and/or construction drawings of the Premises once received by Lessee.
2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers and mounting positions may vary from what is shown above.

## CITY OF CLEVELAND ACKNOWLEDGEMENT

STATE OF OHIO )  
 ) ss.  
COUNTY OF CUYAHOGA )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 201\_\_,  
by Sharon Dumas, Interim Director of Public Utilities for the City of Cleveland.

Notary Seal

(Signature of Notary)

My Commission Expires: \_\_\_\_\_

## AT&T ACKNOWLEDGEMENT

STATE OF OHIO )  
 ) ss.  
COUNTY OF CUYAHOGA )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC.

Notary Seal

(Signature of Notary)

My Commission Expires: \_\_\_\_\_

## STATE OF OHIO

)

) ss.

COUNTY OF CUYAHOGA

)

Notary Seal

My Commission Expires:





**City of Strongsville,  
OH**

16099 Foltz Parkway  
Strongsville, OH 44149

(440) 580-3105 Voice  
(440) 572-1856 Fax

**COMMERCIAL BUILDING MISCELLANEOUS**

Issue Date: October 17, 2014

**PROJECT DESCRIPTION:** 4 X 10 diesel generator inside a fenced existing compound on a concrete slab.  
\$7200. Advised permit ready 10/2/14 nlr.

**PROJECT #**  
**CMISC-14-2097**

**(440) 580-3105**  
**Inspections**

**www.mygov.us**  
**Permits**

**LOCATION**

Strongsville Water Tower  
18778 Royalton Rd.  
Strongsville, OH 44136

**CONTRACTOR**

Global Technical Solutions, Inc.  
2701 Ridgelake Dr  
Metairie, LA 70002  
(504) 309-3873 Phone  
(504) 309-3875 Fax  
(504) 373-3669 Mobile  
matt@sescg.com

**OWNER**

City of Strongsville  
18688 Royalton Rd.  
Strongsville, OH 44136

**AVAILABLE INSPECTIONS**

- ▶ (C) Misc Eng Inspection (required)
- ▶ (C) Misc Plumbing Inspection (required)
- ▶ (C) Misc Plumbing underground (required)
- ▶ Misc Building Inspection (required)
- ▶ Misc Electrical Inspection (required)
- ▶ Misc Electrical underground (required)
- ▶ Misc Mechanical Inspection (required)
- ▶ Misc Mechanical Underground (required)
- ▶ (C) Misc Plumbing Final (required)
- ▶ Misc Building Final (required)
- ▶ Misc Electrical Final (required)
- ▶ Misc Engineering Final Inspection (required)
- ▶ Misc Engineering Restoration Insp (required)
- ▶ Misc Mechanical Final (required)

**INFORMATION**

Declared Valuation	7200
ParcelNumber	39610014
Use Group	U

**FEES**

**TOTAL = \$ 2,448.05**

(C) Misc Bldg Permit 3% (RT)771L-20135	\$ 5.55
(C) Misc Bldg Permit Fee (RT)0111-4216	\$ 185.00
(C) Misc Bldg Rev fee 0111-4216	\$ 250.00
(C) Misc Bldg Rev fee 3% 771L-20135	\$ 7.50
(C) Misc Comp Deposit 771L-20127	\$ 2,000.00

**PAYMENTS**

**TOTAL = \$ 2,448.05**

Global Technical Solutions, Inc. (Mathew Reck)

Check on 10/17/2014

Note: Check #2151 (see note in app check step for  
refund)

(\$2,448.05)

**NOTICES**

- 1) All work must be done in compliance with the 2011 Ohio Building Code and related codes.
- 2) A copy of the signed permit and approved plans must be on site at all times.
- 3) The project address must be clearly posted at the job site.

**READ AND SIGN**

I hereby certify by my signature below that the information provided is true and correct to the best of my knowledge and that the stated value of construction includes all materials, equipment, labor, overhead and profit.

The acceptance of this permit, herein applied for, shall constitute an agreement on my part to abide by all the codes, ordinances and regulations of the State of Ohio, and of the City of Strongsville, pertaining to the work listed herein, and I further agree to correct any and all violations of such laws.

Signature

10/23/2014

Date

**ISSUED BY**

10/17/2014

\_\_\_\_\_  
Issuer's Signature

\_\_\_\_\_  
Date

---

## NOTES

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – 232

By: Mayor Perciak and All Members of Council

**AN ORDINANCE APPROVING AND AUTHORIZING THE FILING OF AN APPLICATION FOR FEDERAL-AID PROJECT FUNDING ASSISTANCE WITH THE NORTHEAST OHIO AREAWIDE COORDINATING AGENCY, THROUGH ITS TRANSPORTATION IMPROVEMENT PROGRAM, IN CONNECTION WITH THE IR71/SR82 INTERCHANGE IMPROVEMENTS-RAMP B MODIFICATIONS PROJECT [Cuy-82-3.45]; AND DECLARING AN EMERGENCY.**

WHEREAS, in order to address continuing traffic and safety concerns, the City of Strongsville has determined to initiate an interchange improvements project, which consists of changing the existing lane assignments for the three (3) SR 82 eastbound lanes at the I-71 northbound ramp and widening the I-71 northbound ramp, such that two (2) lanes of traffic can enter the ramp, all to alleviate any traffic back-up due to congestion, thereby improving safety (the "Project"); and

WHEREAS, the City has been advised by the Ohio Department of Transportation that the Project is eligible for Federal-Aid Project funds, assuming that certain requirements are met including submission of its application through the Northeast Ohio Areawide Coordinating Agency's ("NOACA") Transportation Improvement Program (TIP); and

WHEREAS, in order to avail itself of additional federal funding and meet the application filing deadline for financial assistance, the City must timely apply to NOACA for Federal-Aid Project funding assistance as part of the TIP Program in connection with this proposed Project.

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

**Section 1.** That this Council hereby approves and authorizes the Mayor's filing of an application with NOACA for Federal-Aid Project funding assistance through the Transportation Improvement Program, in connection with the IR71/SR82 Interchange Improvements-Ramp B Modifications Project, a copy of which Application is on file with the City Engineer, and which, in all respects, is hereby approved; and further authorizes and directs the Mayor, the Director of Finance, City Engineer and their authorized designees to provide, execute and deliver such other documents and information as may be required in furtherance thereof.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – 232

Page 2

**Section 2.** That the City of Strongsville commits to work cooperatively with all affected agencies, including through cooperative agreements where necessary, and will abide by all applicable NOACA policies.

**Section 3.** That, if such grant is approved, the City's portion of its required share (non-Federal matching share) and any additional costs for such improvement shall be paid from the General Capital Improvement Fund, and such other local, state and/or federal funds which become available for such Project.

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

**Section 5.** That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to authorize and approve the timely filing of the application in order to be eligible to receive Federal-Aid Project funding, to improve City roadways and promote highway safety, 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. 2014-232 Amended: \_\_\_\_\_  
1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

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



CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – 233

By: Mayor Perciak and Mr. Maloney

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR ENGINEERING CONSULTING SERVICES FOR THE CITY-WIDE TRAFFIC SIGNAL SYSTEM UPGRADE PROJECT (PID NO. 67602), AND DECLARING AN EMERGENCY.**

WHEREAS, pursuant to Council Resolution No. 2014-091, the City has advertised for and received proposals for engineering consulting services for the City-wide Traffic Signal System Upgrade Project (PID No. 67602); and

WHEREAS, three (3) of the proposing firms were ranked in accordance with law; and

WHEREAS, Council is desirous of proceeding to award and enter into a contract with the firm ranked best qualified for providing such services;

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

**Section 1.** That this Council hereby finds and determines that the proposal submitted by **TMS ENGINEERS, INC.**, for engineering consulting services in connection with the City-wide Traffic Signal System Upgrade Project (PID 67602) meets the specifications and request for proposals on file with the City Engineer, is in compliance with the applicable requirements for proposals and contracts established by the laws of the City and the State; and is the most qualified firm and best proposal for the proposed contract. All other proposals for this contract are hereby rejected.

**Section 2.** That the Mayor be and is hereby authorized to enter into a contract with the aforesaid best qualified proposer for engineering consulting services in connection with the City-wide Traffic Signal System Upgrade Project (PID No. 67602), in an amount not to exceed \$418,600.00 and in accordance with the request for proposals on file with the City Engineer, and as reflected in the contract, including the Scope of Services substantially in the form attached hereto as Exhibit 1 and incorporated herein by reference, which in all respects is hereby approved.

**Section 3.** That the funds for the purposes of this Ordinance have been appropriated and shall be paid from the General Capital Improvement 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

CITY OF STRONGSVILLE, OHIO  
ORDINANCE NO. 2014 – 233  
Page 2

committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

**Section 5.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to enter into said contract in order to commence the City-wide traffic signal system upgrade project, provide a more efficient passage of traffic at various intersections within the City, protect the lives and property of vehicular travelers in and through the City, 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. 2014-233 Amended: \_\_\_\_\_  
1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

ENGINEERING SERVICES AGREEMENT  
BETWEEN  
THE CITY OF STRONGSVILLE AND  
TMS ENGINEERS, INC.  
TRAFFIC ENGINEERING SERVICES

This Agreement is made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the City of Strongsville, State of Ohio, with principal offices located at 16099 Foltz Parkway, Strongsville, Ohio 44149, and TMS Engineers, Inc., a corporation organized and existing under the laws of the State of Ohio, with a principal place of business located at 4547 Hudson Dr., Stow, Ohio 44224 (herein "TMS Engineers, Inc." or the "Consultant"), with the City and TMS Engineers, Inc. jointly referenced herein as the "Parties" and severally by name or as each by "Party."

Whereas, the City has determined that traffic engineering consultation services (said consultant services and all resultant plans, reports and other documents being referred to herein as the "Work") for various City projects (the current and future "Projects") are needed for the welfare of the traveling public; and

Whereas, TMS Engineers, Inc. offers to perform the Work pursuant to the terms and conditions stated hereby; and

Whereas, this Agreement has been authorized by the Mayor and Council of the City of Strongsville;

Now, therefore, in consideration of payments due under and benefits flowing from this Agreement, the Parties agree as follows:

I. SPECIAL PROVISIONS

A. Scope of Work

The Consultant agrees to perform all traffic engineering services and adjunct services as may be authorized by the City in subsequent written authorization or authorizations to proceed, including all necessary plans, documents, studies and/or reports for several City Projects. Descriptions of the Consultant's Work are as set forth herein, (attached hereto as Exhibit A-1), which is incorporated by reference and made

part of this Agreement as if fully rewritten herein. The Work shall be performed on an as needed basis as administrated and directed by the City. The Scope shall further include but not be limited to the City's Request for Qualifications and Proposals, and the Consultant's Proposal dated July 11, 2014.

B. Fees and Payments

The terms of payment for the Consultant's fee for the professional services to provide traffic signal design services for the Citywide Signal Upgrade project will be on the basis of a Lump Sum Fee of ***Four Hundred Eighteen Thousand, Six Hundred Dollars, \$418,600.00***, as reflected in the summary attached hereto as Exhibit B. Invoices will be sent on a monthly basis and calculated based upon the percentage completion of work. Payment for the services is due within thirty (30) days of the date of invoice. All sums which remain unpaid, in whole or in part, beyond thirty (30) days after date of receipt of invoice shall bear an interest rate of two per cent (2%) per month until paid in full.

C. Professional Responsibility

The Consultant represents that the services shall be performed within the limits prescribed by this Agreement and in a manner consistent with the level of care and skill ordinarily exercised by other professional consultants of the type used in this project under similar circumstances. Any warranty or guarantee of the work shall not exceed the level of professional liability insurance carried and maintained by the Consultant.

D. Change in Scope of Work

If, during the progress of the Work, it becomes necessary for the City to significantly alter the scope of the work product in any particular way whatsoever, the Consultant shall notify the City in writing that such alteration constitutes a significant departure from the agreed traffic engineering services of this Agreement, and the fee and time for completion shall be adjusted to reflect such change in a manner to be agreed upon in writing between the City and the Consultant prior to performance of the additional work by the Consultant.

II. GENERAL CONDITIONS

A. Performance By City

It is understood that the City, without expense to the Consultant, shall:

1. Allow the Consultant access to all available existing information, including reports, plans of the existing roadways and utility and signal systems, and other data in the engineering files which may be pertinent to the Work or the Task Orders;
2. Examine any studies, reports, sketches, estimates, drawings, specifications, proposals, and other documents presented by the Consultant and render decisions pertaining thereto within a reasonable time in order not to delay the Work;
3. Provide access to enter upon public and private land to the extent the City has access to the private land without taking extraordinary legal or administrative measures.
4. Designate, in writing, a person to act as the City's representative with respect to the Work. Such person shall receive information, interpret and define the City's policies with respect to the Work to be provided by this Agreement.

B. Schedule of Completion

Upon notification by the City that specific Work is required, the time of completion shall be agreed upon by both the City and the Consultant prior to performing the Work. Should the City disagree with the Consultant's proposed schedule, the City may award the Work to others. The Work shall be completed within the agreed upon time period.

C. Documents & Records

Since the City intends to qualify as a Local Public Agency ("LPA") under applicable regulations for many Projects, the following prerequisite is made part of this Agreement:

The Ohio Department of Transportation (ODOT) or the United States Government may legitimately request from time to time, and the Consultant agrees to make available for inspection and/or reproduction by the LPA, ODOT, or the United States Government, all records, books and documentation of every kind and description that relate to this Agreement.

The City shall retain title and ownership to any plans, drawings, charts, reports, illustrations, and field notes or other similar data developed during the Work and covered by this Agreement.



D. Insurance

The Consultant shall carry at least the following minimum amounts of insurance, which shall be maintained in full force and effect during the life of this Agreement. The insurance shall protect the City from damages for personal injury, wrongful death, and damage to property to the extent caused by negligence or wrongful acts or omissions of the Consultant, its subcontractors, its agents, its employees, or its representatives in the performance of any Work covered by this Agreement. The Consultant shall carry such insurance with responsible carriers licensed or at least qualified to do business within the State of Ohio in at least the following amounts:

1. Comprehensive General Liability Insurance for damages or injuries, including injuries resulting in death, in an amount of not less than Two Million Dollars (\$2,000,000.00) for any one accident or occurrence and an aggregate amount of not less than Four Million Dollars (\$4,000,000.00);
2. Automobile Liability Insurance in amounts of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) each for property damage and One Million Dollars (\$1,000,000.00) for bodily injury per accident, and with a combined single limit of not less than One Million Dollars (\$1,000,000.00);
3. Professional Liability Insurance in amounts of not less than One Million Dollars (\$1,000,000.00) per claim and Two Million Dollars (\$2,000,000.00) aggregate, for injuries and/or damages resulting from errors or omissions in the professional services rendered under this Agreement.
4. Worker's Compensation coverage in the statutory amount (at least One Million Dollars).

The Consultant shall furnish the City with Certificates of Insurance, which will verify all commercial insurance coverage specified above, and further must provide that said coverage will not be cancelled without at least thirty (30) days written notice to the City.

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.

E. Compliance with Equal Employment Opportunity

The Consultant hereby agrees that neither the Consultant nor any sub-consultant shall, by reason of race, color, religion, sex, age, handicap, disability, national origin, or ancestry, discriminate against any qualified and available person in the hiring and employment of a person to perform the Work to which this Agreement relates. No sub-consultant, or other person acting on behalf of the Consultant, shall in any manner discriminate, intimidate, or retaliate against any employee hired for the performance of Work under this Agreement, on account of race, color, religion, sex, age, handicap, disability, national origin, or ancestry. The Consultant, and any sub-consultant or party acting on behalf of the Consultant, shall comply with the terms of the Americans with Disabilities Act, Title VII, and the Civil Rights Act of 1991, or the Ohio Civil Rights Act.

F. Safety

The Consultant and any sub-consultant or any other party acting on behalf of the Consultant shall comply with all applicable terms of the Occupational Safety and Health Act, 29 CFR 1910, 29 CFR 1926 and Ohio Revised Code Chapter 4167. This compliance shall include at a minimum providing all employees necessary training before Work is performed and providing safeguards, safety devices, and protective equipment. The Consultant shall take any other actions reasonably necessary to protect life and property in connection with performance of the Work covered by this Agreement.

G. Trade and Technical Words

All trade and technical words and terms used in this Agreement shall be deemed to have the meaning established by trade usage in the highway/bridge/traffic construction and consultant engineer business.

H. Conflicts of Interest

The Consultant, on its own behalf as well as on the behalf of its directors and officers, hereby represents its status as an independent service firm, without conflicting interests in the government of the City of Strongsville or its officers and agencies.

I. Successors and Assignment

Each party hereby binds itself and its officers, successors, executors, administrators and assignees to the other Party of this Agreement and to the officers, successors, executors, administrators and assignees of such other Party, in respect to all covenants of this Agreement. Neither Party shall assign, sublet, or transfer its interest in this Agreement without the prior, written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Consultant.

J. Termination of Agreement

The City may terminate this Agreement at any time by written notification to the Consultant. Immediately upon receipt of such notification the Consultant shall cease all Work unless such notification states otherwise. Compensation due the Consultant in the event of termination shall be mutually determined by the City and the Consultant based upon the usable plans and data submitted to the City at the time of termination. The Consultant shall make no claim for additional compensation by reason of such termination.

K. Governing Law

This Agreement shall be governed by the law of the State of Ohio.

L. Integration Clause

This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Parties.

M. Addendum attached is incorporated herein as part of this Agreement.

IN WITNESS WHEREOF, the Parties hereto, as duly authorized, have caused this Agreement to be executed in quintuplicate, the day and year first written above.

**City of Strongsville**

**TMS Engineers, Inc.**

By: \_\_\_\_\_  
Thomas P. Perciak

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

Title: Mayor

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

Approved As to Form:

\_\_\_\_\_  
City of Strongsville Law Director

**EXHIBIT A-1**  
**SCOPE OF SERVICES**

A. Traffic Signal Design

1. The traffic control plans will be prepared in accordance with the current Ohio Department of Transportation specifications along with specialty items requested by the City of Strongsville. The following items of work are believed to be required and will be furnished under this agreement.
  - a. Preliminary engineering for construction limits
  - b. Preliminary engineering for maintenance of traffic
  - c. Review of environmental field studies performed to date
  - d. Preliminary cost estimate and milestone development
  - e. Coordination of scope of services of final plan development with the Ohio Department of Transportation
  - f. Preparation of ODOT stage 1 (signal warrants) and submittal including refinement of construction limits and cost estimate
  - g. Attend review meetings with ODOT for stage 1 submittal
  - h. Preparation of ODOT stage 2 design plans and submittal in order to provide constructability review and assess right of ay concerns
  - i. Refinement of construction cost estimate at stage 2 level
  - j. Attend review meetings with ODOT for stage 2 submittal
  - k. Preparation of ODOT stage 3 detailed design plans with the calculation of quantities
  - l. Refinement of construction cost estimate at stage 3 level
  - m. Attend review meetings with ODOT for stage 3 submittal
  - n. Preparation of final plan package including tracings of the final construction plans and ODOT LD-4 estimating form. The plan submittal will be in conformance with ODOT's *Location and Design Manual*, section 1500.

B. Location of Work

1. Install new traffic signals (LED vehicle signals & countdown type pedestrian signals), steel support poles and foundations, traffic signal controller, UPS, pedestrian pushbuttons & overhead vehicle detection devices at:
  - Boston Road & Prospect Road
  - Royalton Road & Pearl Road
  - Royalton Road & Central Reserve Life Drive



- Howe Road & Royalton Road
- Royalton Road & I-71 Ramp SB

2. Upgrade existing traffic signals (LED vehicle signals & countdown type pedestrian signals), Traffic signal controller, UPS, pedestrian pushbuttons & overhead vehicle detection devices at:

- Boston Road & Pearl Road
- Boston Road & Howe Road
- Prospect Road & Drake Road
- Pearl Road & Drake Road
- Pearl Road & Ellsworth Drive
- Howe Road & Drake Road
- Prospect Road & West Lunn Road
- Prospect Road & East Lunn Road
- Prospect Road & Royalton Road
- Prospect Road & Westwood Road
- Prospect Road & Albion Drive
- Prospect Road & Fair Road
- Howe Road & Shurmer Road
- Howe Road & Pomeroy Boulevard
- Howe Road & Polo Club
- Howe Road & Lenox
- Royalton Road & Folz Industrial Parkway
- Royalton Road & Greens of Strongsville
- Royalton Road & Ordner Drive
- Royalton Road & Fallingwater Road
- Royalton Road & LedgeWood Square Drive
- Royalton Road & I-71 Ramp NB
- Royalton Road & Hollow Lane
- Royalton Road & Valley Parkway
- Royalton Road & Webster Road
- Royalton Road & Darice Parkway
- Royalton Road & Pearlview Drive
- Royalton Road & Police Station / Apt. Complex
- Pearl Road & Temple / Cook
- Pearl Road & Pierce
- Pearl Road & Pizza Hut / 5/3 Bank
- Pearl Road & Broxton Drive
- Pearl Road & Echo Drive
- Pearl Road & Marc's
- Pearl Road & Post Office
- Pearl Road & Pearl Plaza
- Pearl Road & Savings Bank
- Pearl Road & Westwood Road

- Pearl Road & Center Junior High
- Pearl Road & St. John / St. Joseph School
- Pearl Road & Fallingwater Road
- Pearl Road & Progress Drive
- Pearl Road & Idlewood Trail
- Pearl Road & Albion Road
- Pearl Road & Valley Parkway
- Pearl Road & Ohio Turnpike
- Pearl Road & Whitney Road
- Pearl Road & Strongsville Boulevard
- Pearl Road & Builders Square
- Pearl Road & Sprague Road
- Whitney Road & Lowe's
- Sprague Road & Mohawk Drive

3. Interconnect Existing Signals for Coordination & Monitoring (Use existing City owned fiber optic cable where available and install new as needed)

Interconnect on:

- Prospect Road from Boston Road to Fair Road
- Howe Road from Boston Road to Pearl Road
- Royalton Road from Darice Pkwy to Webster Road
- Pearl Road from Royalton Road to Sprague Road
- Sprague Road from Pearl Road to Mohawk Drive
- Lunn Road from Foltz Industrial Pkwy to Prospect Road
- Whitney Road from Pearl Road to Lowes Shopping Center

4. Central monitoring system with Adaptive Software at Strongsville City Hall with work stations at Service Department and Engineering Department

**STRONGSVILLE - CITY WIDE SIGNALS  
TRAFFIC SIGNAL & TRAFFIC CONTROL DESIGN SERVICES**

TMS Overhead Percentage = 61.58%  
 ODOT Avg Overhead %/stage = 156.42%  
 Cost of Money = 0.00%  
 Net Fee Percentage = 10.00%

97602

TMS Engineers, Inc.

10/23/2014

PID NO.:

CONSULTANT:

DATE:

Task - Description - Scope of Services	Hourly Rate	Total Hours	Direct Labor Costs	Overhead Costs	Cost of Money	Other Direct Costs	Subcon. Costs	Net Fee	Total Cost
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**Part 1**

**Step 3-Perform Environmental Analysis and Begin Preliminary Engineering**

**Task 3.2 Preliminary Engineering and Constructability Review**  
 Preliminary Engineering - See L&D V3 Section 1400

3.2.1 Field Survey	\$0.00	0	\$0	\$0	\$0	\$0	\$59,093	\$0	\$59,093
a. Ref Points & Benchmarks & GPS Control	\$0.00	0	\$0	\$0	\$0	\$0	\$59,093	\$0	\$59,093
b. Monumentation Recovery	\$0.00	0	\$0	\$0	\$0	\$0	\$59,093	\$0	\$59,093
c. Base Mapping( incl. Field Verify.)	\$0.00	0	\$0	\$0	\$0	\$0	\$59,093	\$0	\$59,093
d. Stake Centerline	\$0.00	0	\$0	\$0	\$0	\$0	\$59,093	\$0	\$59,093
3.2.5 Perform Capacity Analyses	\$21.77	332	\$7,229	\$4,452	\$0	\$0	\$0	\$1,854	\$13,535
3.2.25 Signal Warrant Analysis	\$30.96	115	\$3,560	\$2,192	\$0	\$0	\$0	\$913	\$6,665
3.2.28 Utility Coordination	\$30.95	20	\$619	\$381	\$0	\$0	\$0	\$159	\$1,159
3.2.32 Constructability Review New Signal Pole Layouts	\$25.96	72	\$1,869	\$1,151	\$0	\$0	\$0	\$479	\$3,499
3.2.33 Title Sheet	\$26.80	10	\$268	\$165	\$0	\$0	\$0	\$69	\$502
3.2.35 PE Report	\$31.03	40	\$1,241	\$764	\$0	\$0	\$0	\$318	\$2,323

**Task 3.4 Environmental Field Studies**

3.4.4 ESA Screening (including File Research)

**Task 3.6 Update Cost Estimates and Milestone Dates**  
 3.6.2 Update Construction, Right-of-Way Acquisition and Utility Costs

**Task 3.7 Project Management for Step 3**

3.7.1 General Oversight  
 3.7.2 Project Meetings

	\$0.00	0	\$0	\$0	\$0	\$0	\$7,448	\$0	\$7,448
	\$31.50	8	\$252	\$155	\$0	\$0	\$0	\$65	\$472
	\$69.75	12	\$837	\$515	\$0	\$0	\$0	\$215	\$1,567
	\$45.81	32	\$1,466	\$903	\$0	\$0	\$0	\$376	\$2,745
	\$27.05	641	\$17,341	\$10,678	\$0	\$0	\$243,819	\$4,448	\$276,286
<b>Subtotal Step 3</b>									
<b>Part 1 Total</b>	\$27.05	641	\$17,341	\$10,678	\$0	\$0	\$243,819	\$4,448	\$276,286

**Part 2**

**Step 5 - Develop Stage 2 Design Plans**

**Task 5.1 Stage 2 Detailed Plans**

5.1.1 Roadway  
 5.1.1.1 Update Title Sheet  
 5.1.1.2 Update Schematic  
 5.1.1.11 Update Intersection Details - Curb Ramps ADA

	\$27.50	4	\$110	\$68	\$0	\$0	\$0	\$28	\$206
	\$26.80	20	\$536	\$330	\$0	\$0	\$0	\$137	\$1,003
	\$25.77	96	\$2,474	\$1,523	\$0	\$0	\$0	\$634	\$4,631

**5.1.4 Signal Plan**

**EXHIBIT B**

**STRONGSVILLE - CITY WIDE SIGNALS  
TRAFFIC SIGNAL & TRAFFIC CONTROL DESIGN SERVICES**

TMS Overhead Percentage = 61.58%  
 ODOT Avg Overhead %/stage = 156.42%  
 Cost of Money = 0.00%

PID NO.:

97602

CONSULTANT:

TMS Engineers, Inc.

DATE:

10/23/2014

Net Fee Percentage = 10.00%

Task - Description - Scope of Services	Hourly Rate	Total Hours	Direct Labor Costs	Overhead Costs	Cost of Money	Other Direct Costs	Subcon. Costs	Net Fee	Total Cost
5.1.4.1 Signal Plan Sheets	\$25.37	1186	\$30,085	\$18,526	\$0		\$0	\$7,714	\$56,325
5.1.4.2 Interconnect Details	\$24.28	432	\$10,489	\$6,459	\$0		\$0	\$2,690	\$19,638
<b>5.1.11 Utilities</b>									
5.1.11.1 Utility Coordination and Documentation	\$28.49	112	\$3,191	\$1,965	\$0		\$0	\$818	\$5,974
<b>Task 5.2 Second Constructability Review</b>									
5.2.1 Constructability Review	\$31.50	16	\$504	\$310	\$0		\$0	\$129	\$943
<b>Task 5.5 Update Cost Estimates</b>									
5.5.1 Update Construction, Right-of-Way Acquisition and Utility Costs	\$31.50	8	\$252	\$155	\$0		\$0	\$65	\$472
<b>Task 5.6 Project Management for Step 5</b>									
5.6.1 Documentation of Approvals and Coordination per L&D V3 1400	\$31.50	8	\$252	\$155	\$0		\$0	\$65	\$472
5.6.2 General Oversight	\$69.69	16	\$1,115	\$687	\$0		\$0	\$286	\$2,088
5.6.3 Project Meetings	\$69.75	8	\$558	\$344	\$0		\$0	\$143	\$1,045
<b>Subtotal Step 5</b>	\$26.01	1906	\$49,566	\$30,522	\$0		\$0	\$12,709	\$92,797
<b>Step 7 - Develop Stage 3 Design</b>									
<b>Task 7.1 Stage 3 Detailed Design Plans</b>									
7.1.1 Quantities and Notes									
7.1.1.3 Roadway Quantities - Curb Ramps ADA	\$26.35	60	\$1,581	\$974	\$0		\$0	\$405	\$2,960
7.1.1.8 Signal sub summaries	\$26.52	56	\$1,485	\$914	\$0		\$0	\$381	\$2,780
7.1.1.12 General Summary Sheet	\$26.33	36	\$948	\$584	\$0		\$0	\$243	\$1,775
7.1.1.14 Update of General Notes	\$27.50	16	\$440	\$271	\$0		\$0	\$113	\$824
7.1.1.15 Update of Maintenance of Traffic Notes	\$27.50	4	\$110	\$68	\$0		\$0	\$28	\$206
7.1.1.16 Update of Traffic Control Notes	\$27.50	40	\$1,100	\$677	\$0		\$0	\$282	\$2,059
<b>7.1.2 Traffic Signal Plans</b>									
7.1.2.1 Wiring diagram & Pole Orientation chart	\$26.34	180	\$4,742	\$2,920	\$0		\$0	\$1,216	\$8,878
7.1.2.2 Timing Chart	\$25.42	300	\$7,627	\$4,697	\$0		\$0	\$1,956	\$14,280
<b>Task 7.2 Update Cost Estimate</b>									
7.2.1 Update Construction Costs	\$31.50	4	\$126	\$78	\$0		\$0	\$32	\$236
<b>Task 7.3 Project Management Step 7</b>									
7.3.1 General Oversight	\$69.70	20	\$1,394	\$858	\$0		\$0	\$357	\$2,609
7.3.2 Project Meetings	\$44.22	36	\$1,592	\$980	\$0		\$0	\$408	\$2,980
<b>Subtotal Step 7</b>	\$28.27	692	\$19,564	\$12,047	\$0		\$0	\$5,016	\$36,627
<b>Step 8 Prepare Final Plan Package</b>									
<b>Task 8.1 Final Plan Package</b>									
8.1.1 Submission of Final Drawings	\$25.81	84	\$2,168	\$1,335	\$0		\$0	\$556	\$4,059

TMS Overhead Percentage =	61.58%
ODOT Avg Overhead %/stage =	156.42%
Cost of Money =	0.00%
Net Fee Percentage =	10.00%

DATE: \_\_\_\_\_

### 8.3.1 General Oversight

**GRAND TOTAL**



### 5.1.1 Roadway

**DETAILED BREAKDOWN OF PROPOSED TOTAL HOURS,  
PERSONNEL CATEGORIES, AND LABOR RATES**

PID NO.:	CONSULTANT:	DATE:	Task - Description	HOURLY RATES									
				97602	TMS Engineers, Inc.	10/23/2014	HOURS BY PERSONNEL CATEGORY						
				Project Manager	Senior TE	Traffic Engineer	Field Technician	CAD Technician	Secretarial	Total Hours	Labor Costs	Personnel Category	Salary Rate
			5.1.1.1 Update Title Sheet			2		2		4	\$110	Project Manager	\$69.71
			5.1.1.2 Update Schematic			8		12		20	\$536	Senior TE	\$31.49
			5.1.1.11 Update Intersection Details - Curb Ramps ADA			24		72		96	\$2,474	Traffic Engineer	\$30.96
												Field Technician	\$19.23
												CAD Technician	\$24.04
												Secretarial	\$18.00
			<b>5.1.4 Signal Plan</b>										
			5.1.4.1 Signal Plan Sheets		72	250	144	720		1186	\$30,085		
			5.1.4.2 Interconnect Details		40	72	144	176		432	\$10,489		
			<b>5.1.11 Utilities</b>										
			5.1.11.1 Utility Coordination and Documentation			72		40		112	\$3,191		
			<b>Task 5.2 Second Constructability Review</b>										
			5.2.1 Constructability Review		16					16	\$504		
			<b>Task 5.5 Update Cost Estimates</b>										
			5.5.1 Update Construction, Right-of-Way Acquisition and Utility Costs		8					8	\$252		
			<b>Task 5.6 Project Management for Step 5</b>										
			5.6.1 Documentation of Approvals and Coordination per L&D V3 1400							8	\$252		
			5.6.2 General Oversight	16						16	\$1,115		
			5.6.3 Project Meetings	8						8	\$558		
			<b>Subtotal Step 5</b>	24	144	428	288	1022	0	1906	\$49,566		
			<b>Step 7 - Develop Stage 3 Design</b>										
			<b>Task 7.1 Stage 3 Detailed Design Plans</b>										
			<b>7.1.1 Quantities and Notes</b>										
			7.1.1.3 Roadway Quantities - Curb Ramps ADA			20		40		60	\$1,581		
			7.1.1.8 Signal sub summaries			20		36		56	\$1,485		
			7.1.1.12 General Summary Sheet			12		24		36	\$948		
			7.1.1.14 Update of General Notes			8		8		16	\$440		
			7.1.1.15 Update of Maintenance of Traffic Notes			2		2		4	\$110		
			7.1.1.16 Update of Traffic Control Notes			20		20		40	\$1,100		
			<b>7.1.2 Traffic Signal Plans</b>										
			7.1.2.1 Wiring diagram & Pole Orientation chart			60		120		180	\$4,742		
			7.1.2.2 Timing Chart			60		240		300	\$7,627		
			<b>Task 7.2 Update Cost Estimate</b>										
			7.2.1 Update Construction Costs		4					4	\$126		

SUBTOTAL PART 2	56	172	630	288	1512	0	2658	\$70,711
	92	248	897	548	1634	0	3419	\$91,813

C/R/S : 0  
 PID NO.: 97602  
 CONSULTANT: TMS Engineers, Inc.  
 DATE: 10/23/2014

# ESTIMATED DIRECT NON-LABOR COSTS

TRAVEL					
Site	86 Miles/Trip x	8 Trips x	\$0.500 per Mile	=	\$344.00
District	121 Miles/Trip x	1 Trips x	\$0.500 per Mile	=	\$60.50
Other	0 Miles/Trip x	0 Trips x	\$0.500 per Mile	=	\$0.00
			Subtotal	=	\$405
REPRODUCTIONS & SUBMISSIONS					
Reports	5 Copies x	75 Pages/Copy x	\$0.12 per Page	=	\$45.00
Xerox	0 Sheets @	\$0.00 per Sheet x		=	\$0.00
Mylars	0 Sheets @	\$8.50 per Sheet x	1 Submissions	=	\$0.00
Printing	600 Sheets @	\$1.50 per Sheet	6 Sets	=	\$5,400.00
Postage	0 Mailings @	\$0.00 per Mailing		=	\$0.00
			Subtotal	=	\$5,445
PHOTOGRAPHS					
	0 Film Rolls x	\$25.00 per Roll		=	\$0
OTHER					
	Survey & basemapping Sub-consultant Services			=	\$0
			DIRECT NON-LABOR COST TOTAL		\$5,850

**ADDENDUM TO ENGINEERING SERVICES AGREEMENT**  
**BETWEEN THE CITY OF STRONGSVILLE ("CITY") AND**  
**TMS ENGINEERS, INC. ("CONSULTANT") FOR**  
**THE CITY-WIDE TRAFFIC SIGNAL UPGRADE PROJECT**

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

Proposer's Affidavit  
Statement as to Interested Parties  
Non-Collusion Affidavit  
Delinquent Personal Property Tax Affidavit  
Affirmative Action Certificate  
Declaration and Representation (ORC §9.24)  
Certification and Representation (ORC §3517.13, as amended)

2. **CONSULTANT'S INDEMNIFICATION.** 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.

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

4. **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.



**5. 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.

**6. 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:**

City Engineer  
City of Strongsville  
16099 Foltz Parkway  
Strongsville, Ohio 44149  
*with a copy to the Law Director*

**If to Consultant:**

Michael W. Schweickart, P.E., PTOE  
President  
TMS Consultants, Inc.  
4547 Hudson Drive  
Stow, Ohio 44224

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.

**7. 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.

**8. 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.

**9. 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.

**10. 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.

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

12. **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, which may be denied.

Acceptance of the terms of this Addendum to Engineering Services Agreement will only be effective upon approval by the City's Council in accordance with law, and is acknowledged by both Consultant and City through the following signatures of their respective authorized representatives.

**"CITY"**  
**CITY OF STRONGSVILLE**

**"CONSULTANT"**  
**TMS CONSULTANTS, INC.**

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

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

Thomas P. Perciak, Mayor  
Typed Name/Title

Michael W. Schweickart, President  
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

AFFIDAVIT

STATE OF Ohio )  
 ) SS:  
COUNTY Summit )

Michael Schweickert, whose title is President, being first duly sworn, deposes and says that he/she is the sole owner, authorized partner, or authorized officer or agent of TMS Engineers Inc., the party making the enclosed Proposal, and says further that said Michael Schweickert (sole owner, authorized partner, or authorized officer or agent) is/are the only party/parties interested in the profits of any Contract which may result from the herein contained Proposal; that said Proposal is made without any connection or interest in the profits thereof with any other person making any other Proposal for said work; that no member of the City Administration, head of any department or division or employee therein, or any officer of the City of Strongsville, Ohio, is directly or indirectly interested therein; that said Proposal is genuine and not collusive or sham; that said Proposer has not colluded, conspired, connived, or agreed, directly or indirectly, with any other Proposer or person to put in a sham Proposal or that such person shall refrain from proposing, and has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any person, to fix the proposal price of Affiant or of that of any other Proposer, or to fix any overhead, profit, or cost element of said Proposal price or of that of any other Proposer, or to secure any advantage against the City of Strongsville, Ohio; that such Proposer has not, directly or indirectly submitted this Proposal, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof; and further says that all statements made by him/her in said Proposal are true.

Affiant further says that the list of individuals, partners, or officers and shareholders submitted herewith is made a part hereof as though fully rewritten herein.

Michael W. Schweickert

Affiant

SWORN TO AND SUBSCRIBED BEFORE ME, a Notary Public, on this 2nd day  
of July, 2014.

[Signature]

Notary Public

Jason O'Connor  
Resident Summit County  
Notary Public, State of Ohio  
My Commission Expires: 10/19/2015

STATEMENT AS TO INTERESTED PARTIES

STATE OF Ohio )  
 ) SS:  
COUNTY Summit )

MICHAEL W. SCHWEICKART, being first duly sworn, deposes and says:

INDIVIDUAL ONLY: That he/she is an individual who is doing business under the name of \_\_\_\_\_, at \_\_\_\_\_ in the City of \_\_\_\_\_, State of \_\_\_\_\_.

PARTNERSHIP OR LIMITED LIABILITY COMPANY ONLY: That he/she is the duly-authorized representative of a \_\_\_\_\_ (general/limited) partnership or limited liability company which is doing business under the name of \_\_\_\_\_ in the City of \_\_\_\_\_, State of \_\_\_\_\_.

Affiant further states that the following is a complete and accurate list of the names and addresses of the members of said partnership or limited liability company, whether they are general or limited partners or company members:

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

CORPORATION ONLY: That he/she is the duly-authorized President of TMS Engineers, Inc., a corporation organized and existing under the laws of the State of OH or a foreign corporation licensed to conduct business in the State of Ohio, and that he/she is submitting herewith a Proposal to the City of Strongsville in conformity with the foregoing Specifications.

Affiant further says that the following is a complete and accurate list of the names and addresses of all persons interested in said proposed Contract including the names and addresses of all shareholders owning more than 5% of the capital stock of said corporation.

NONE

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Affiant further says that the following is a complete and accurate list of the officers, directors and attorneys of said corporation:

President: Michael Schwickert, P.E., PTOC

Directors: 

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Vice President: Cheryl Schwickert

Secretary: 

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Treasurer: 

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Manager/Agent 

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Attorneys: DANIEL C. URBAN, ESQ

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and that the following officers are duly authorized to execute contracts on behalf of said corporation:

<u>NAME</u>	<u>TITLE</u>
<u>Michael Schweickert</u>	<u>President</u>
_____	_____
_____	_____

FURTHER AFFIANT SAYETH NAUGHT.

Michael W. Schweickert

(Signature)

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE THIS 2nd day  
of July, 2014.

JOL

(Notary Public)

Jason O'Connor  
Resident Summit County  
Notary Public, State of Ohio  
My Commission Expires: 10/19/2015

NON-COLLUSION AFFIDAVIT

STATE OF Ohio )  
 ) SS:  
COUNTY Summit )

Michael Schweickert, being first duly sworn, deposes and says that  
he/she is President 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.

Michael Schweickert  
Affiant

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE THIS  
2nd day of July, 2014.

[Signature]  
Notary Public

Jason O'Connor  
Resident Summit County  
Notary Public, State of Ohio  
My Commission Expires: 10/19/2015

## DELINQUENT PERSONAL PROPERTY STATEMENT

TMS Engineers, Inc., having been awarded a Contract by the City of  
(name of 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 Auditor 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	\$ <u>0</u>
Penalties	\$ <u>0</u>
Interest	\$ <u>0</u>

TMS Engineers, Inc.  
(Company Name)

By: Michael A. Schuchert

Its: PRESIDENT

STATE OF Ohio )  
 ) SS:  
COUNTY Summit )

SWORN TO BEFORE ME, a Notary Public in and for said county and state, on this  
2nd day of July, 2014.

[Signature]  
Notary Public

Jason O'Connor  
Resident Summit County  
Notary Public, State of Ohio  
My Commission Expires: 10/19/2015

## AFFIRMATIVE ACTION CERTIFICATE

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 the 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 nondiscrimination in employment as may be issued, with all the rules, regulations and orders made 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 agrees to include the substance of the foregoing clause in every subcontract or purchase order for performance of work in furnishing goods and/or services hereunder.

Company: TMS Engineers, Inc

By: Walter W. Schmitt, PRESIDENT

Date: 7/2/14



## DECLARATION AND REPRESENTATION


In accordance with provisions of Ohio Revised Code Section 9.24, the undersigned bidder/contractor 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 bidder/contractor 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 bidder/contractor, even if no state funds are involved.

**BIDDER/CONTRACTOR**

TMS Engineers, Inc.  
 Mike Schwickert  
 By: Michael Schwickert, P.E., PTOE  
 Title: President  
 Date: 7/2/14

STATE OF OHIO )  
 ) SS:  
COUNTY OF CUYAHOGA )

SWORN TO AND SUBSCRIBED before me this 2nd day of July,  
2007.  
2014

  
\_\_\_\_\_  
Notary Public

**Jason O'Connor**  
Resident Summit County  
Notary Public, State of Ohio  
My Commission Expires: 10/19/2015



CITY OF STRONGSVILLE, OHIO  
ORDINANCE NO. 2014 - 234  
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 2014-219.

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

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

<b>General Fund - 101</b>					
<b>Fund #</b>	<b>Fund Activity</b>	<b>Personal Service</b>	<b>Other</b>	<b>Transfers &amp; Advances</b>	<b>Total</b>
<b>101</b>	<b>Total General Fund</b>	<b>\$ 14,212,200</b>	<b>\$ 7,638,600</b>	<b>\$ 16,109,295</b>	<b>\$ 37,960,095</b>

<b>Special Revenue Funds - 200</b>					
<b>Fund #</b>	<b>Fund Activity</b>	<b>Personal Service</b>	<b>Other</b>	<b>Transfers &amp; Advances</b>	<b>Total</b>
203	Police Pension	\$ 1,238,200	\$ -	\$ -	\$ 1,238,200
204	Street Construction & Maintenance	5,101,100	5,395,456	-	10,496,556
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	6,717,600	916,300	-	7,633,900
209	Fire Pension	1,322,700	-	-	1,322,700
211	Clerk of Court	-	35,000	-	35,000
212	Drainage Levy	-	417,100	400,000	817,100
213	FEMA Fund	-	706,495	526,495	1,232,990
214	Multi-Purpose Complex	2,916,400	1,984,900	-	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	4,500	-	14,700
224	Earned Benefits	400,000	-	-	400,000
<b>200</b>	<b>Total Special Revenue Funds</b>	<b>\$ 17,706,200</b>	<b>\$ 11,637,203</b>	<b>\$ 926,495</b>	<b>\$ 30,269,898</b>

<b>Debt Service Funds - 300</b>					
<b>Fund #</b>	<b>Fund Activity</b>	<b>Personal Service</b>	<b>Other</b>	<b>Transfers &amp; Advances</b>	<b>Total</b>
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
<b>300</b>	<b>Total Debt Service Funds</b>	<b>\$ -</b>	<b>\$ 19,099,901</b>	<b>\$ 330,000</b>	<b>\$ 19,429,901</b>

<b>Capital Improvement Capital Project Funds - 400</b>					
<b>Fund #</b>	<b>Fund Activity</b>	<b>Personal Service</b>	<b>Other</b>	<b>Transfers &amp; Advances</b>	<b>Total</b>
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	1,500,000	9,769,552
<b>400</b>	<b>Total Capital Project Funds</b>	<b>\$ -</b>	<b>\$ 18,363,559</b>	<b>\$ 1,500,000</b>	<b>\$ 19,863,559</b>

<u>Itemized list of Transfers and Advances by Fund</u>	
Description	Amount
General Fund to Street Construction Fund	\$ 4,000,000
General Fund to Fire Levy Fund	3,265,000
General Fund to Multi-Complex Fund	1,500,000
General Fund to Police Pension Fund	780,000
General Fund to Fire Pension Fund	900,000
General Fund to FEMA Fund	80,000
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
<b>Total Transfers</b>	<b>\$ 14,252,800</b>
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	526,495
Drainage Levy to General Fund	400,000
FEMA Fund to General Fund	526,495
Pearl Road TIF #1 to General Fund	330,000
Pearl Road Capital Improvement Fund Phase II to General Fund	1,500,000
<b>Total Advances and Advance Repayments</b>	<b>\$ 4,612,990</b>
<b>Total Transfers, Advances and Advance Repayments</b>	<b>\$ 18,865,790</b>

**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.**

<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <b>President of Council</b>	<b>Approved:</b>	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <b>Mayor</b>
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <b>Date Passed</b>		<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <b>Date Approved</b>

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

**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	432,500	183,800	-	616,300
011416	Communication & Technology	619,600	924,500	-	1,544,100
011417	Building Department	915,400	185,700	-	1,101,100
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	206,500	-	303,100
011430	General Miscellaneous	-	1,414,200	-	1,414,200
011435	Economic Development	134,200	144,600	-	278,800
015414	Corrections Officers	577,800	128,400	-	706,200
015413	Joint Dispatch Center	1,248,900	185,200	-	1,434,100
011452	Public Safety	143,100	7,500	-	150,600
011468	Non Government Transfers	-	-	16,109,295	16,109,295
<b>Total General Fund</b>		<b>\$ 14,212,200</b>	<b>\$ 7,638,600</b>	<b>\$ 16,109,295</b>	<b>\$ 37,960,095</b>
031000	Police Pension	1,238,200	-	-	1,238,200
046419	Street Repairs	4,201,900	2,881,100	-	7,083,000
046426	Traffic Signal Maintenance	212,700	246,800	-	459,500
046427	Snow Removal	-	1,430,056	-	1,430,056
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	6,717,600	644,900	-	7,362,500
085001	Fire Station Ward 1	-	47,900	-	47,900
085002	Fire Station Ward 2	-	88,600	-	88,600
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	-	417,100	400,000	817,100
131000	FEMA Fund	-	706,495	526,495	1,232,990
143304	Sports Programs	251,700	169,600	-	421,300
143305	Recreation Administration	432,700	635,500	-	1,068,200
143306	Fitness	423,800	144,900	-	568,700
143309	Ice Rink	-	280,500	-	280,500
143310	Aquatics	578,800	161,300	-	740,100
143311	Recreation Programs	213,100	32,800	-	245,900
143430	Special Events	-	15,600	-	15,600
143431	Old Town Hall	9,900	11,800	-	21,700
143439	Senior Services	529,800	315,000	-	844,800
143451	Recreation Maintenance	476,600	168,000	-	644,600
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	4,500	-	14,700
224000	Earned Benefits	400,000	-	-	400,000
<b>Total Special Revenue Funds</b>		<b>\$ 17,706,200</b>	<b>\$ 11,637,203</b>	<b>\$ 926,495</b>	<b>\$ 30,269,898</b>

**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
	<b>Total Debt Service</b>	<b>\$ -</b>	<b>\$ 19,099,901</b>	<b>\$ 330,000</b>	<b>\$ 19,429,901</b>
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	1,500,000	9,769,552
	<b>Total Capital Projects</b>	<b>\$ -</b>	<b>\$ 18,363,559</b>	<b>\$ 1,500,000</b>	<b>\$ 19,863,559</b>
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
	<b>Total Sanitary Sewer</b>	<b>\$ 1,257,500</b>	<b>\$ 6,852,184</b>	<b>\$ -</b>	<b>\$ 8,109,684</b>
664000	Workers Compensation	\$ -	\$ 315,100	\$ -	\$ 315,100
	<b>GRAND TOTAL</b>	<b>\$ 33,175,900</b>	<b>\$ 63,906,547</b>	<b>\$ 18,865,790</b>	<b>\$ 115,948,237</b>

**CITY OF STRONGSVILLE, OHIO**

**ORDINANCE NO. 2014 – 235**

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

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH CUYAHOGA COUNTY FOR THE AWARD OF FINANCIAL ASSISTANCE UNDER THE COUNTY'S 9-1-1 CONSOLIDATION SHARED SERVICES FUND PROGRAM, IN CONNECTION WITH THE CITY OF STRONGSVILLE'S SOUTHWEST REGIONAL EMERGENCY DISPATCH CENTER; AND DECLARING AN EMERGENCY.**

WHEREAS, in 2011, Cuyahoga County determined to support an initiative to encourage communities to consolidate their 9-1-1 dispatch centers and as a result of the County's commitment to the consolidation of 9-1-1 services, a Shared Services Fund has been established to specifically support communities' 9-1-1 consolidations; and

WHEREAS, therefore, in direct response to the County's 9-1-1 consolidation initiative, the City of Strongsville established the Southwest Regional Emergency Dispatch Center ("Dispatch Center"), which also includes the communities of Berea, North Royalton and Olmsted Falls; and

WHEREAS, pursuant to Cuyahoga County Ordinance No. O2013-0010 duly adopted on April 9, 2013 by the Cuyahoga County Council approved the 9-1-1 Consolidation Shared Services Fund and Review Committee for the purpose of supporting communities in consolidating their 9-1-1 dispatch centers; and

WHEREAS, on September 15, 2014, through passage of Ordinance No. 2014-180, this Council ratified, confirmed and approved the filing of an application to the Cuyahoga County 9-1-1 Consolidation Shared Services Fund for financial assistance for the City's Dispatch Center; and

WHEREAS, the Cuyahoga County 9-1-1 Consolidation Shared Services Fund and Review Committee has awarded funds from the 9-1-1 Consolidation Shared Services Fund (hereinafter called the "CSSF") to the City of Strongsville's Dispatch Center, and will make a one-time disbursement to the City in an amount not to exceed \$234,099.00; and

WHEREAS, the City, therefore, is desirous of entering into an Agreement with Cuyahoga County for financial assistance under the 9-1-1 Consolidation Shared Services Fund program, in order to accomplish the above.

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

CITY OF STRONGSVILLE, OHIO  
ORDINANCE NO. 2014 – 235  
Page 2

**Section 1.** That this Council hereby authorizes the Mayor to enter into an Agreement with Cuyahoga County for financial assistance in an amount not to exceed \$234,099.00, under the Cuyahoga County 9-1-1 Consolidation Shared Services Fund, a copy of which is attached hereto as Exhibit 1; and further authorizes and directs the Mayor, Director of Finance, Public Safety Director, and other appropriate officers of the City to do all things necessary to carry out and implement the terms and conditions of such Agreement.

**Section 2.** That the funds required to meet the City's obligation, if any, have been appropriated and shall be paid from the FEMA Fund, General Fund and General Capital Improvement Fund.

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

**Section 4.** That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to authorize this agreement in order to receive grant funds to assist in defraying the costs of establishment of the City's Southwest Regional Emergency 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. 2014-235 Amended: \_\_\_\_\_  
1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_



**AGREEMENT**  
**Between**  
**CUYAHOGA COUNTY**  
**And**  
**CITY OF STRONGSVILLE**

**ON BEHALF OF THE SOUTHWEST EMERGENCY DISPATCH CENTER**  
**(TO INCLUDE CITY OF BERA, CITY OF NORTH ROYALTON, CITY OF OLMSTED**  
**FALLS, CITY OF STRONGSVILLE)**

**For**  
**9-1-1 CONSOLIDATION SHARED SERVICES FUND AWARD**

**THIS AGREEMENT** entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, (the “effective date”) by and between the City of Strongsville, on behalf of the Southwest Emergency Dispatch Center, to include City of Berea, City of North Royalton, City of Olmsted Falls and City of Strongsville, (“CITY OF STRONGSVILLE”), a municipal corporation of the State of Ohio, and Cuyahoga County of Ohio, (“COUNTY”), a political subdivision of State of Ohio, through the County Executive;

**WHEREAS**, pursuant to Ordinance O2013-0010 duly adopted on April 9, 2013 by the Cuyahoga County Council approving the 9-1-1 Consolidation Shared Services Fund and Review Committee for the purpose of supporting communities in consolidating their 9-1-1 dispatch centers and;

**WHEREAS**, the Cuyahoga County 9-1-1 Consolidation Shared Services Fund and Review Committee has awarded funds from the 9-1-1 Consolidation Shared Services Fund (hereinafter called the “CSSF”) to the Southwest Emergency Dispatch Center, and the following documents consisting of Attachment I, Attachment II, Attachment III, Exhibit A and Exhibit B, are incorporated herein as part of this Agreement:

- 1) 9-1-1 Consolidation Shared Services Fund Agreement Scope of Work – Southwest Emergency Dispatch Center (Attachment I)

- 2) Cuyahoga County 9-1-1 Consolidation Shared Services Fund Guidance and Application Guide (Attachment II)
- 3) County Council of Cuyahoga County, Ohio Ordinance No. O2013-0010 (Attachment III)
- 4) Southwest Emergency Dispatch Center 9-1-1 Consolidation Shared Services Fund Request (Exhibit A)
- 5) Financial Report Form (Exhibit B)

**WHEREAS**, it is necessary that the COUNTY and CITY OF STRONGSVILLE enter into an agreement in order to carry out the requirements set forth in Attachment I, II and III;

**NOW, THEREFORE**, the parties hereby agree as follows:

#### **I. TERM**

This Agreement will be effective as of December 1, 2014 and unless sooner terminated for cause, will terminate on December 31, 2015.

#### **II. SCOPE**

The COUNTY and CITY OF STRONGSVILLE will assure adherence to the requirements as set forth in Attachment I, Attachment II, Attachment III, Exhibit A and Exhibit B during the period from December 1, 2014 through and including December 31, 2015 or as adjusted by approved formal request for a change or program modification. Any changes in or deviations from the requirements in Attachment I, Attachment II, Attachment III, Exhibit A or Exhibit B must be set forth in writing and approved by the 9-1-1 Consolidation Shared Services Fund Review Committee prior to implementation.

#### **III. COMPENSATION**

##### **A. DISBURSEMENT**

The COUNTY shall make a onetime disbursement to the CITY OF STRONGSVILLE for allowable expenses as detailed in Attachment I and as recommended by majority vote of the 9-1-1 Consolidation Shared Services Fund Review Committee, and approved by County Council of Cuyahoga County. In no event shall compensation exceed **TWO HUNDRED THIRTY FOUR THOUSAND NINETY NINE DOLLARS AND ZERO CENTS (\$234,099.00)**.

## **B. MATCH REQUIREMENTS**

The CITY OF STRONGSVILLE, in accordance with the Cuyahoga County 9-1-1 Consolidation Shared Services Fund Guidance and Application (Attachment II) is required to commit the equivalent of twenty percent (20%) local match (cash or in-kind) of the total amount of the requested funding, to be expended, deposited or committed by the termination of the Agreement.

## **IV. REPORT REQUIREMENTS**

### **FINANCIAL REPORTS**

The CITY OF STRONGSVILLE shall furnish to the COUNTY by the tenth (10<sup>th</sup>) day of each quarter, a Financial Report Form (Exhibit B) accompanied with back-up documentation describing expenditure of funds, including, but not limited to: quotes, purchase orders, invoices, proof of payment, cancelled checks. The Financial Report Form is attached hereto and incorporated by reference herein as Exhibit B.

## **V. AUDIT**

The COUNTY, the Ohio Auditor of State and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access for the purpose of audit and examination of any books, papers, program site, staff, clients, and records of the CITY OF STRONGSVILLE that are pertinent to the subject project. The COUNTY shall provide the CITY OF STRONGSVILLE with three (3) days advance written notice of intent to audit.

## **VI. NOTICES**

Any reports, notices, invoices or communications required in this Agreement shall be sufficient if sent by the parties via United States Mail, postage paid, to the addresses noted below:

### **CITY OF STRONGSVILLE**

City of Strongsville  
Attn: Charles Goss  
Director of Public Safety  
16099 Foltz Parkway  
Strongsville, Ohio 44149

**COUNTY:**

Cuyahoga County  
Dept. Public Safety & Justice Services  
2079 East 9<sup>th</sup> Street, Suite 5-200  
Cleveland, Ohio 44115

or at such other address as the COUNTY may designate by the written notice.

**VII. TERMINATION**

**A. CANCELLATION**

This Agreement shall terminate on the date stated in Section I or after reasonable notice and opportunity to correct any substantial breach of this Agreement.

**B. VIOLATION**

This Agreement may be terminated for failure to meet the terms of this Agreement or the failure of the program to meet its stated objectives. The COUNTY will set forth in writing the violation(s) and will state the corrective actions required. The failure to implement the corrective action(s) may cause a request for reimbursement of all or a portion of the fund award, and/or the termination of the program.

**C. CONDITIONS**

The City of Strongsville has the right to request an extension of time that modifies the original time period of this project provided funds are not expended within the designed time period of this Agreement and upon approval by the County. The County shall amend the time period provided a request for same is received sixty (60) days prior to the end of this Agreement. An extension shall be granted by the County on a project need basis until the expiration of the amended project award period.

### **VIII. INDEMNITY/INSURANCE**

The CITY OF STRONGSVILLE and the COUNTY agree that neither entity can or will indemnify the other as both parties are political subdivisions and are prohibited by law from entering into an indemnification agreement. Accordingly, each party agrees that each will be entirely responsible for its acts, errors and omissions, and those of its employees and agents during the performance of this Agreement.

### **IX. NON-DISCRIMINATION**

The COUNTY agrees to provide the program services without discrimination on account of race, sex, color, religion, national origin, age, occupation, physical or mental disability or veteran status, to the extent required by law. The parties agree that discrimination and affirmative action clauses contained in Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor in Title 41, Part 60 or the Code of Federal Regulations, are incorporated into this Agreement to the extent binding upon the COUNTY.

### **X. ELECTRONIC TRANSACTIONS**

By entering into this Agreement, the City of Strongsville agrees on behalf of the contracting or submitting business entity, its officers, employees, sub-Contractors, sub grantees, agents or assigns, to conduct this transaction by electronic means by agreeing that all documents requiring County signatures may be executed by electronic means, and that the electronic signatures affixed by the County to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. The City of Strongsville also agrees on behalf of the aforementioned entities and persons, to be bound by the provisions of chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of Cuyahoga County.

## **XI. COMPLIANCE WITH THE LAW**

Performance under this Agreement shall be in compliance with all applicable Federal, State and County laws, regulations, rules, and ordinances.

## **XII. PROTECTION OF CONFIDENTIAL INFORMATION**

This Agreement including the attachments and exhibits may contain confidential information that should not be disclosed. Any party reviewing requests for information concerning this Agreement under the Ohio Public Records Law or the Freedom of Information Act must consult with the Cuyahoga COUNTY Prosecutors Office before releasing or reproducing confidential information. This section is not meant to encourage non-compliance with the Ohio Public Records Law.



IN WITNESS WHEREOF, the COUNTY and the CITY OF STRONGSVILLE; on behalf of the Southwest Emergency Dispatch Center, to include City of Berea, City of North Royalton, City of Olmsted Falls and City of Strongsville have executed and delivered this Agreement as of the date first above written;

**CITY OF STRONGSVILLE**

**ON BEHALF OF THE SOUTHWEST EMERGENCY DISPATCH CENTER, TO INCLUDE  
CITY OF BERE, CITY OF NORTH ROYALTON, CITY OF OLMSTED FALLS AND  
CITY OF STRONGSVILLE**

**Approved as to legal form only by the  
Law Department of the City of Strongsville.**

By \_\_\_\_\_  
**Law Director**

Date \_\_\_\_\_

---

Mayor Thomas P. Perciak,  
City of Strongsville, Ohio

**COUNTY of CUYAHOGA, OHIO**

---

Edward FitzGerald  
Cuyahoga County Executive

**9-1-1 CONSOLIDATION SHARED SERVICES FUND AWARD AGREEMENT  
SCOPE OF WORK**

**The City of Strongsville  
For the Southwest Emergency Dispatch Center  
(to include the City of Berea, City of North Royalton, City of Olmsted Falls, City of Strongsville)**

The purpose of the Scope of Work (SOW) is to clarify the designation of the funding award recommended by the 9-1-1 Consolidation Shared Services Fund Review Committee and approved by the Cuyahoga County Council, funded through the 9-1-1 Consolidation Shared Service Fund; terms and conditions for the purpose of supporting consolidation efforts of 9-1-1 dispatch centers. This document shall hereafter be recognized as (Attachment I) to the underlying Agreement between the City of Strongsville and the County.

The City of Strongsville agrees to apply the funds awarded by the 9-1-1 Consolidation Shared Services Fund Review Committee for uses as listed below:

**City of Strongsville, On behalf of the Southwest Emergency Dispatch Center  
Requested Funding: \$1,452,421.25**

**9-1-1 Consolidation Shared Services Fund (CSSF) Award Recommended  
Amount: \$234,099.00**

<b>Category</b>	<b>Item Description</b>	<b>Cost Estimate</b>	<b>Award Recommendation</b>
Buildout/Construction	Electrical Work	\$ 5,470.19	\$ 5,000.00
	Carpentry	\$ 29,137.50	\$ 30,000.00
	Painting	\$ 2,725.00	\$ 3,000.00
	Floor Covering	\$ 1,850.00	\$ 1,900.00
Equipment	Radio Equipment for Interface with Non-Cleveland Agencies	\$ 50,000.00	\$ 50,000.00
	Server Room Equipment	\$ 24,117.48	\$ 24,000.00
	Radio Equipment and Configuration	\$ 1,295.00	\$ 1,300.00
	Computer Adapters & Devices	\$ 1,850.00	\$ 1,800.00
Furniture	Dispatch Chairs	\$ 3,254.00	\$ 3,000.00
	Dispatch Workstations, Moving & New Installations	\$ 40,888.00	\$ 41,000.00
	<b>Sub-Total</b>	<b>\$ 160,587.17</b>	<b>\$ 161,000.00</b>
	FEMA 20% Match Request	\$ 73,099.00	\$ 73,099.00
	<b>Total</b>	<b>\$ 231,836.17</b>	<b>\$ 234,099.00</b>

**Project Expenses**

City of Strongsville shall use the funds awarded for approved expenses associated with the purchase of the specific uses as identified in the 911 CSSF Award Recommendation.

**Match Requirement**

The City of Strongsville, in accordance with the Cuyahoga County 9-1-1 Consolidation Shared Services Fund Guidance and Application (Attachment I) is required to commit the equivalent of twenty percent (20%) local match (cash or in-kind) of the total amount of the requested funding, to be expended, deposited or committed by the termination of the Agreement.

**Financial Report Requirements**

The City of Strongsville shall furnish to the County by the tenth (10th) day of each quarter, a Financial Report Form (Exhibit B) accompanied with back-up documentation describing expenditure of funds, including, but not limited to: quotes, purchase orders, invoices, receipts, proof of payment, cancelled checks. The Financial Report Form is attached hereto and incorporated by reference herein as Exhibit B.

## County Council of Cuyahoga County, Ohio

### Ordinance No. O2013-0010

<p>Sponsored by: <b>County Executive FitzGerald/ Department of Public Safety and Justice Services and Councilmember Gallagher</b></p>	<p><b>An Ordinance</b> establishing the Cuyahoga County 9-1-1 Consolidation Shared Services Fund and Review Committee for the purpose of supporting communities in consolidating their 9-1-1 dispatch centers, and declaring the necessity that this Ordinance become immediately effective.</p>
---	--

WHEREAS, Article III, Section 3.09 of the Cuyahoga County Charter provides that Council may "cooperate or join by contract with any municipality, county, state or political subdivision or agency thereof, for the planning, development, construction, acquisition or operation of any public improvement or facility, or for providing a common service, and to provide the terms upon which the county shall perform any of the services or functions of any other county or any municipality or other political subdivision. In furtherance of such intergovernmental cooperation, the council may provide for grants or loans to other political subdivisions and public agencies;" and,

WHEREAS, Article II, Section 2.03 of the Cuyahoga County Charter provides that the Executive may "advocate for and promote cooperation and collaboration with other political subdivisions;" and,

WHEREAS, the County wishes to promote and support improved safety services and economic efficiency throughout the County; and,

WHEREAS, there are currently 45 dispatch centers, called Public Safety Answering Points (PSAPs), which is the largest number of PSAPs among the 88 counties in Ohio; and

WHEREAS, the State of Ohio is currently working to develop a plan to encourage PSAP consolidation statewide; and

WHEREAS, the County wishes to establish the Cuyahoga County 9-1-1 Consolidation Shared Services Fund for the purpose of supporting communities in consolidating their 9-1-1 dispatch centers; and,

WHEREAS, it is necessary that this Ordinance become immediately effective in order that critical services provided by Cuyahoga County can continue and to provide for the usual, daily operation of a County agency and in order to retain secured financing and project completion.

**NOW, THEREFORE, BE IT ENACTED BY THE COUNTY COUNCIL OF CUYAHOGA COUNTY, OHIO:**

**SECTION 1.** Section 204.03(D) and Chapter 708 of the Cuyahoga County Code are hereby enacted as follows:

**Section 204.03(D) 9-1-1 Consolidation Shared Services Fund Review Committee**

There is hereby created a three-member Cuyahoga County 9-1-1 Consolidation Shared Services Fund Review Committee consisting of the Cuyahoga County Council President or his/her designee and two appointees by the Cuyahoga County Executive. The Committee shall be responsible for determining all eligibility and application requirements. The Committee shall perform all acts delegated to it under the Cuyahoga County Code, and it shall observe the County's Open Meeting requirements in so doing.

**Chapter 708: Cuyahoga County 9-1-1 Consolidation Shared Services Fund**

**708.01 Cuyahoga County 9-1-1 Consolidation Shared Services Fund**

There is hereby created the Cuyahoga County 9-1-1 Consolidation Shared Services Fund to support communities in consolidating their 9-1-1 Public Safety Answering Points, called dispatch centers; operate their dispatch centers more efficiently; and more effectively deliver public safety services.

**708.02 Review and Award**

All applications to the 9-1-1 Consolidation Shared Services Fund shall be reviewed by the 9-1-1 Consolidation Shared Services Fund Review Committee for a recommendation of award. Any award recommendations by the 9-1-1 Consolidation Shared Services Fund Review Committee, regardless of monetary threshold, shall be subject to adoption by County Council.

**SECTION 2.** It is necessary that this Ordinance become immediately effective for the usual daily operation of the County and the reasons set forth in the preamble. Provided that this Ordinance receives the affirmative vote of at least eight members of Council, it shall take effect and be in force immediately upon the earliest occurrence of any of the following: (1) its approval by the County Executive through signature, (2) the expiration of the time during which it may be disapproved by the County Executive under Section 3.10(6) of the Cuyahoga County Charter, or (3) its passage by at least eight members of Council after disapproval pursuant to Section 3.10(7) of the Cuyahoga County Charter. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

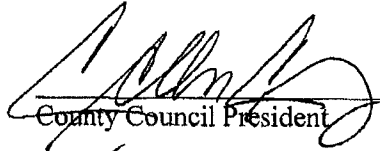
**SECTION 3.** It is found and determined that all formal actions of this Council relating to the adoption of this Ordinance were adopted in an open meeting of the Council, and that all deliberations of this Council and of any of its committees that

resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

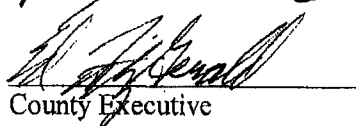
On a motion by Mr. Gallagher, seconded by Mr. Germana, the foregoing Ordinance was duly enacted.

Yeas: Greenspan, Miller, Brady, Germana, Gallagher, Schron, Jones, Rogers, Simon and Connally

Nays: None

  
County Council President

4-9-13  
Date

  
County Executive

4/11/13  
Date

  
Clerk of Council

4/9/2013  
Date

First Reading/Referred to Committee: March 27, 2013  
Committee(s) Assigned: Public Safety & Justice Affairs

Journal CC010  
April 9, 2013



**FINANCIAL REPORT FORM**

Mail original and support documentation:  
Cuyahoga County Public Safety & Justice Services  
2079 East 9th Street, Suite 5-200  
Cleveland, Ohio 44115

AWARD: 9-1-1 Consolidation Shared Services Fund

(Ph) 216-443-7265 (Fax) 443-2129

AWARDEE: City of Strongsville / Southwest Emergency Dispatch Center

Report Period Ending: \_\_\_\_\_

E. BUDGET COST CATEGORIES	APPROVED BUDGET	CURRENT EXPENDITURES	PRIOR YTD EXPENDITURES	TOTAL YTD EXPENDITURES	AVAILABLE BALANCE
EQUIPMENT					
PHYSICAL INFRASTRUCTURE					
**Provide Detailed Description on Itemized Cost Sheet					
<b>TOTAL COST</b>	\$ -	\$ -	\$ -	\$ -	\$ -

N. FUND DISTRIBUTION	APPROVED BUDGET	CURRENT EXPENDITURES	PRIOR YTD EXPENDITURES	YTD EXPENDITURES	AVAILABLE BALANCE
9-1-1 SHARED SERVICES FUND AWARD					
CASH MATCH					
IN-KIND MATCH					
<b>TOTAL COST</b>	\$ -	\$ -	\$ -	\$ -	\$ -

O. FUND CASH POSITION	9-1-1 SHARED SERVICES FUND AWARD	CASH/IN-KIND MATCH	PS&JS
YTD RECEIPTS			
YTD EXPENDITURES			
<b>BALANCE</b>	-	-	-

I CERTIFY THAT ALL TRANSACTIONS REPORTED ABOVE HAVE BEEN MADE IN COMPLIANCE WITH ALL APPLICABLE STATUTES AND REGULATIONS, AND IN ACCORDANCE WITH THE APPROVED GRANT AWARD.

Designated Official Signature: \_\_\_\_\_

Typed Name and Title: \_\_\_\_\_

Phone No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
e-mail: \_\_\_\_\_

This Report Prepared By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Report Reviewed and

EXHIBIT B



TOTAL UNPAID OBLIGATIONS	
\$	-
UNPAID OBLIGATIONS	
\$	-
Approved By:	



# **Cuyahoga County 9-1-1 Consolidation Shared Services Fund**

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## **Guidance and Application Guide**

Date June 12, 2013

## PREFACE

In 2011, when I took office I made a commitment to ensure that public safety initiatives were a priority countywide. Accordingly, I am supporting an initiative encouraging communities to consolidate their 9-1-1 dispatch centers. These dispatch centers, commonly referred to as Public Safety Answering Points (PSAPs), answer calls and dispatch first responders to a caller's location, or transfer calls to the appropriate PSAP based on caller location.



As can be found in the Cuyahoga County 9-1-1 Consolidation Plan, Cuyahoga County is recommending the consolidation of PSAPs as a viable alternative to the current over-saturation of PSAPs. Such an over-saturation dilutes available funding and the ability to maintain and upgrade technologies and standardize policies and procedures. Consolidation of PSAPs enables shared use of limited resources, staff, and equipment, which provides the ability to standardize policies and procedures, and expand services.

As a result of Cuyahoga County's commitment to the consolidation of 9-1-1 services, a Shared Services Fund (Fund) has been established to specifically support 9-1-1 consolidations. The 1.5 million dollar Fund will support communities by leveraging County funding support, while simultaneously reducing communities' long-term costs. This funding will be specific to 9-1-1 consolidation projects and may be used to support projects in many areas of consolidation.

We look forward to working with you on such an important initiative. Please feel free to contact anyone in my office or the Department of Public Safety and Justice Services for more information.

Sincerely,

Edward FitzGerald  
Cuyahoga County Executive

Michael J. Gallagher  
County Councilman

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## INTRODUCTION / OVERVIEW

Currently, Cuyahoga County has 45 PSAPs that support all 59 jurisdictions within the county. This is the largest number of PSAPs in the state of Ohio and one of the highest within the nation. Of the 88 counties in Ohio, only four (4) have more than 10 PSAPs.

Since 2007, the current economic climate has been significantly declining. Individual citizens have been greatly reducing their spending to compensate for an increase in unemployment rates and less available income. At the same time, governmental entities have been forced to stretch resources beyond their traditional capacity in order to remain within budget. As a result, municipalities are investigating the use of consolidated approaches or joint ventures in order to maintain the necessary level of services for citizens.

In the state of Ohio, municipalities are facing additional challenges with a decrease in available funding from the Local Government Fund, elimination of the Ohio estate tax, and depreciation in housing values resulting in a decline in property tax. These funding challenges compound an already stressed governmental system, ultimately making certain crucial public safety services less accessible to citizens. Cuyahoga County's 9-1-1 Consolidation Plan would provide communities with the opportunity to reduce stress on their taxed government systems by eliminating the burden of redundant public safety systems while maintaining quality levels of service.

In 2012, Cuyahoga County contracted with an independent party to conduct a detailed assessment of all 48 PSAPs (currently 45). The study concluded that Cuyahoga County should work toward reducing the number of PSAPs through continued support of consolidation and the promotion of regionalism. As a result, Cuyahoga County is recommending the consolidation of dispatch centers (PSAPs), as a viable alternative to the current over-saturation of PSAPs countywide. Such an over-saturation dilutes available funding and the ability to maintain and upgrade technologies and standardize policies, and procedures.

In addition, the State of Ohio is working to develop a plan to mandate PSAP consolidation statewide. Cuyahoga County has worked to support the State's effort by encouraging and facilitating consolidation. Due to the high number of PSAPs in Cuyahoga County, the local consolidation efforts are being watched closely by our peers across the State.



## **Benefits of Consolidated Dispatch**

A regional consolidated dispatching approach will have some of the following benefits: Shared Response, Shared Total Cost of Ownership, Upgraded 9-1-1 Technologies, Consistent Training Models and Protocols, and Redundancy. While these are not all of the benefits, they highlight the importance of consolidation.

Communities participating in consolidated dispatching have the ability to share costs associated with a regional PSAP across the communities involved. As a result, the total cost associated with the PSAP will be less when shared across communities than when each community maintains a separate PSAP. Further, with fewer PSAPs countywide, Cuyahoga County can work closely with them to develop consistent policies, procedures and protocols for dispatching and emergency medical dispatching. As a result, dispatchers will provide better customer service and higher quality response to a call.

### **PROGRAM PURPOSE**

The purpose of the Fund is to further County efforts under the 9-1-1 Consolidation Plan, by providing financial resources to communities engaging in 9-1-1 consolidation efforts. Specifically, the Fund will support physical and technical infrastructure, professional services, equipment and upgrades needed to support consolidations.

### **PROGRAM GUIDELINES**

In order to effectively support PSAP consolidation, many jurisdictions require financial support outside of their community budgets. Support from the County in these efforts would increase the potential for large scale regionally consolidated PSAPs and result in more effective and efficient public safety services. Additionally, support from the County can help leverage financial assistance from federal and state agencies.

#### Amount of Fund

The total amount of funding available in the 9-1-1 Consolidation Shared Services Fund is \$2,500,000. \$1,000,000 of these funds is from the Wireless Government Assistance Fund and will have additional rules and regulations over its use, which is outlined in the Cuyahoga County Countywide 9-1-1 Plan. The remaining balance of \$1,500,000 is from the general fund.

#### Eligibility

Eligible PSAP Consolidation projects under the Shared Services Fund shall adhere to the following:

- A. The primary applicant **must** be a community or Council of Governments (COG) that houses and operates one of the 45 PSAPs
- B. The proposed consolidation must consist of a **minimum** of 3 municipalities. (Must include **both** Fire and Police dispatching operations from each of the 3 municipalities).
- C. Formal letters of commitment needed from the participating municipalities that include Mayors, Police and Fire Chiefs.
- D. Have participated in a professional feasibility study or, at minimum, formal discussions of consolidation including extensive planning efforts between the proposed consolidating communities
- E. The ability to provide a 10 to 20% local match (cash or in-kind) for requested funds. (The Review Committee may determine the appropriate match requirements.)
- F. If a consolidation effort includes non-county participants, the application must follow the rules stated in A-E, and the majority of communities within the application must be within Cuyahoga County.
- G. If a consolidation effort includes one of the six (6) secondary PSAPs within Cuyahoga County, the application must follow the rules A-E, and the majority of communities within the application must be primary PSAP communities.

Allowable expenses:

Recipients may use funds for the following expenses. Applicants must include all anticipated expenses in their application materials. All expenses must be approved by the Department of Public Safety and Justice Services.

- |                                    |                                      |
|------------------------------------|--------------------------------------|
| • Dispatch Hardware and Software   | • Capital / Build-out (Construction) |
| ○ 9-1-1 System                     | • Training                           |
| ○ Computers                        | • Project Management                 |
| ○ Workstation / Furniture          | • Professional Services/Consulting   |
| ○ CAD                              | • Radios (portable and mobiles)      |
| ○ AVL                              |                                      |
| ○ Phone System                     |                                      |
| ○ Map                              |                                      |
| • Base Stations                    | • Antennas                           |
| • Belt Clips / Holsters            | • Microphones                        |
| • Chargers (Desktop and vehicular) | • Radio programming                  |

In addition to the items listed above, communities seeking a grant match to support PSAP consolidation efforts and further the goals of the 9-1-1 Consolidation Plan will be accepted.

Unallowable expenses:

- Personnel and Staffing Costs
- Indirect Cost Rates
- Administrative Costs (Grants Administrations, Audits, etc.)

Application Requirements

Applications must include the following information and must be submitted by mail to:

Cuyahoga County  
Department of Public Safety & Justice Services  
Administration – Suite 330  
310 W. Lakeside Avenue  
Cleveland, Ohio 44113

Applications must include:

- Narrative – typed, 12 point font, no more than 5 pages
- Budget and Budget Narrative
- Letters of Commitment

Supplemental documents are optional (i.e. assessments, floor plans, photos).

Narrative

The Narrative (no more than 5 pages, typed, 12 point font) must include:

1. Description of consolidation efforts to date
2. Names of the communities participating
3. Describe how the funds will support the County's 9-1-1 Consolidation Plan and local consolidation efforts.
4. Address ability to adhere to the administrative and operations requirements below:

Administrative

- Provide a balanced budget
- Maintain optimal ISO ratings
- Meets or exceeds the NENA i3 Next Generation 9-1-1 standards

Operations

- Facilitate mass notification
- Provide Specialty and CERT Team Dispatch
- Include Emergency Medical

- Meets or exceeds the strictest of NENA/APCO/NFPA standards
- Achieve accreditation from the NAED Medical, Fire and Police protocols and/or CALEA
- Dispatch protocols
- Handle all radio traffic for participating agencies
- Utilize countywide standardized policies and procedures as they become available

#### Budget and Budget Narrative

The Budget and Budget Narrative must include how the funds will be used to support the program. This narrative should include a full breakdown of all costs, as well as an overview of how funds will be allocated across approved purpose areas. Applicants should utilize the following approved budget categories to label the requested expenditures: *Equipment, Training, Consultants/Contracts, and an Other category.*

#### Letters of Commitments

Formal letters of commitment must be provided from the participating municipalities that include signatures from Mayors, Police and Fire Chiefs. Letters may be in the form of individual letters from each participating municipality with the three required signatures or one combined letter with signatures of all required parties.

### **SELECTION CRITERIA / REVIEW PROCESS**

All applications for the 9-1-1 Consolidation Shared Services Fund will be accepted on a rolling basis (and will be reviewed on a first come, first serve basis) by the Department of Public Safety and Justice Services. Applications will be reviewed by a three person review committee consisting of:

- Cuyahoga County Council President or his/her designee
- Two (2) appointees by the Cuyahoga County Executive

Meetings shall occur monthly, provided there are applications requiring review. Each application will be reviewed and a determination of award will be made shortly thereafter. Awards may be made for all or a portion of the requested funds and is contingent on the acceptance of the match requirements imposed by the Review Committee.

The Fund Review Committee shall perform all acts delegated to it under the Cuyahoga County Code, to include determining eligibility and application requirements, and it shall observe the County's Open Meeting requirements in doing so. Any awards shall be made by the applicable County approval authority based on the monetary thresholds under the County's Contracting and Purchasing Procedures.

*The Fund Review Committee has the authority to add or waive restrictions on funding awards on a case by case basis if deemed necessary to support the 9-1-1 Consolidation Plan.*

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – 236

By: Mayor Perciak and Mr. DeMio

**AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO PURCHASE WORKSTATION FURNITURE FOR THE CITY'S SOUTHWEST REGIONAL PUBLIC SAFETY DISPATCH CENTER, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.**

WHEREAS, previously, Council authorized the Mayor to enter into agreements with three other municipalities in order to provide certain additional police and fire protection services by the City of Strongsville in the form of dispatch services, which is now in operation and incorporated as a Southwest Regional Dispatch Center located at 13213 Pearl Road, in Strongsville, Ohio; and

WHEREAS, in order for this Southwest Regional Public Safety Dispatch Center to accommodate the increase in manpower and staffing needed to provide the necessary dispatch services and to efficiently protect the health, safety and welfare of the residents of the various communities it serves, it is immediately necessary to obtain additional workstation furniture for such Center; and

WHEREAS, there is an existing and readily available vendor that is the sole local source for such dispatch specific furniture that interconnects with the existing dispatch furniture in the Dispatch Center.

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 Departments of Communication & Technology and Public Safety, of the City of Strongsville, in that it is immediately necessary to enter into a contract, without public bidding, with **DISPATCH PRODUCTS COMPANY** of Indiana, in order for the City to purchase additional dispatch specific workstation furniture to accommodate the increase in manpower to staff the City's Southwest Regional Dispatch Center, in order to provide efficient services to protect the health, safety and welfare of the residents of the City of Strongsville and the various other communities it serves.

**Section 2.** That for the reasons aforesaid, Council hereby approves, authorizes and directs the Mayor to enter into a contract, without public bidding, with **DISPATCH PRODUCTS COMPANY**, in order to purchase specific dispatch workstation furniture that interconnects with the existing dispatch furniture utilized in the Southwest Regional Public Safety Dispatch Center, in the additional amount of \$34,038.00 (which does not

include prior purchases), as more fully set forth in the invoice attached hereto as Exhibit A, and incorporated herein, and in a form to be approved by the Law Director.

**Section 3.** That the funds for the purpose of such contract have been appropriated and shall be paid from the General Fund, FEMA Fund, General Capital Improvement Fund, and any other available public grant funding.

**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 contract in order to provide additional workstation furniture to accommodate the increase of staff at the City's new Southwest Regional Public Safety Dispatch Center, to protect the health, safety, welfare, 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. 2014-236 Amended: \_\_\_\_\_  
1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

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



**DISPATCH PRODUCTS COMPANY**  
1400 E. HANSELMAN ROAD, ANGOLA, IN 46703  
PHONE 260-665-7961 FAX 260-665-7213

**QUOTATION**

**Quotation to:**

Name JOHN BEDFORD  
Department CITY OF STRONGSVILLE, OH

Date 7/21/2014  
Quote # STRONGSVILLE  
Terms NET 30

Qty	Description	NET EACH	NET TOTAL
	REFERENCE FLOOR PLAN 7/21/14		
4	NEW DUAL SURFACE WORKSTATIONS	\$4,118.00	\$ 16,472.00
LOT	ACOUSTIC WALL PANELS	\$ 13,838.00	\$ 13,838.00
INSTALLATION			\$3,728.00
TOTAL			\$ 34,038.00

Comments TAXES NOT INCLUDED

**EXHIBIT A**

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2014 – 237

By: Mr. Southworth

**A RESOLUTION AUTHORIZING THE MAYOR TO  
ADVERTISE FOR BIDS FOR THE PURCHASE OF YOUTH  
SPORTS WEARING APPAREL FOR USE BY THE  
RECREATION DEPARTMENT OF THE CITY OF  
STRONGSVILLE DURING 2015.**

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

**Section 1.** That the Mayor be and is hereby authorized to advertise for bids for the purchase of youth sports wearing apparel for use by the Recreation Department of the City of Strongsville during 2015, in accordance with specifications on file in the office of the Director of Recreation & Senior Services, which are in all respects hereby approved.

**Section 2.** That the funds for the purposes of this Resolution have been appropriated and shall be paid from the Multi-Purpose Complex Fund.

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

**Section 4.** That this Resolution shall take effect and be in force 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	_____	_____
Schönhut	_____	_____
Southworth	_____	_____

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

*RES*  
ORD. No. 2014-237 Amended: \_\_\_\_\_  
1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_