



City of Strongsville

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

April 17, 2014

City Council

Michael J. Daymut
President of Council
Ward 1

Matthew A. Schonhut
Ward 2

James E. Carbone
Ward 3

J. Scott Maloney
Ward 4

Joseph C. DeMio
At-Large

Kenneth M. Dooner
President Pro Tem
At-Large

Duke Southworth
At-Large

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

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

MEETING NOTICE

City Council has scheduled the following meetings for ***Monday, April 21, 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. 2014-019, 2014-035, 2014-077 and 2014-078.

Public Service and Conservation Committee will meet to discuss Ordinance Nos. 2014-079, 2014-080 and 2014-081.

Public Safety and Health Committee will meet to discuss Ordinance No. 2014-082.

Communications and Technology will meet to discuss Ordinance No. 2014-074.

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

Committee of the Whole will meet to discuss Ordinance No. 2014-083.

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, APRIL 21, 2014 AT 8:00 P.M.

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

AGENDA

1. CALL TO ORDER:
2. PLEDGE OF ALLEGIANCE:
3. CERTIFICATION OF POSTING:
4. ROLL CALL:
5. COMMENTS ON MINUTES:
 - *Regular Council Meeting – April 7, 2014*
6. APPOINTMENTS AND CONFIRMATIONS:
 - *Mayor's appointment and Council confirmation of Brian J. David to fill the current vacancy and unexpired term through August 31, 2017 as a member of the City's Planning Commission.*
7. PUBLIC HEARING
 - Ordinance No. 2014-019 by Mr. Maloney. AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE LOCATED AT 16403 and 16445 PEARL ROAD (PARTS OF PPNS 397-09-009 and 397-09-003), IN THE CITY OF STRONGSVILLE FROM R1-75 (ONE FAMILY 75) CLASSIFICATION TO GB (GENERAL BUSINESS) CLASSIFICATION. (J-LIN-J Inc. [Fran and Vince Mancuso], Owner. Proposed rezoning for possible future development.) First reading 02-03-14. Referred to Planning Commission 02-04-14. Tabled by Planning Commission 02-14-14. Favorable recommendation by Planning Commission 03-13-14. Second reading 03-17-14.
 - Ordinance No. 2014-035 by Mayor Perciak and Mr. Maloney. AN ORDINANCE AMENDING CHAPTER 1212 OF TITLE TWO, PART TWELVE-PLANNING AND ZONING CODE; AMENDING SECTION 1273.05(c) OF TITLE SIX, PART TWELVE-PLANNING AND ZONING CODE; AND AMENDING THE TITLE OF PRIOR CHAPTER 290 OF TITLE EIGHT, PART TWO-ADMINISTRATION CODE, OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE, IN ORDER TO STREAMLINE IMPLEMENTATION OF THE TOWN CENTER DISTRICT. First reading 03-03-14. Referred to Planning Commission 03-04-14. Favorable recommendation by Planning Commission 03-13-14. Second reading 03-17-14.

8. REPORTS OF COUNCIL COMMITTEE:

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:

- Motion to note and approve the owner's designation of wishes for interments in Strongsville Municipal Cemetery, Section C, Lot #110, Graves C, E & G.

RECREATION AND COMMUNITY SERVICES – Mr. Southworth:

COMMITTEE-OF-THE-WHOLE – Mr. Daymut:

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

MAYOR PERCIAK:

FINANCE DEPARTMENT - Mr. Dubovec:

LAW DEPARTMENT- Mr. Kraus:

10. AUDIENCE PARTICIPATION:

11. ORDINANCES AND RESOLUTIONS:

Ordinance No. 2014-074 by Mr. Schonhut. AN ORDINANCE REQUESTING PARTICIPATION IN OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES CONTRACTS FOR THE REPLACEMENT AND LEASE OF TWO RICOH COPIERS WITH APPURTENANCES FOR USE BY THE MAYOR'S ADMINISTRATIVE OFFICES AND FIRE DEPARTMENT OF THE CITY; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO DO ALL THINGS NECESSARY TO ENTER INTO AGREEMENTS IN CONNECTION THEREWITH; AND DECLARING AN EMERGENCY. First Reading 04-07-14.

Ordinance No. 2014-077 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ENGINEER TO PREPARE AND SUBMIT AN APPLICATION FOR FY 2014 NATIONAL INFRASTRUCTURE INVESTMENTS FUNDING THROUGH THE TRANSPORTATION INVESTMENT GENERATING ECONOMIC RECOVERY (TIGER) DISCRETIONARY GRANT PROGRAM, SPONSORED BY THE U.S. DEPARTMENT OF TRANSPORTATION, IN CONNECTION WITH THE FOLTZ PARKWAY SOUTH PHASE II PROJECT, IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

Ordinance No. 2014-078 by Mr. Maloney. AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ISSUE AND APPROVE CHANGE ORDER NO. 2 FOR AN 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.

Ordinance No. 2014-079 by Mr. Carbone. AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR EMERGENCY REPAIRS TO A 2006 BACKUP CITY SEWER VACTOR TRUCK, INCLUDING A RENTAL AGREEMENT FOR USE OF A SUBSTITUTE IN THE INTERIM, FOR THE SERVICE DEPARTMENT, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.

Ordinance No. 2014-080 by Mr. Carbone. AN ORDINANCE AUTHORIZING THE SALE BY INTERNET AUCTION, OF CERTAIN OBSOLETE PROPERTY NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE BY THE CITY'S PUBLIC SERVICE DEPARTMENT, AND DECLARING AN EMERGENCY.

Ordinance No. 2014-081 by Mayor Perciak and Mr. Carbone. AN ORDINANCE RATIFYING, AUTHORIZING AND APPROVING PARTICIPATION IN OHIO DEPARTMENT OF TRANSPORTATION CONTRACTS FOR THE PURCHASE OF SODIUM CHLORIDE (ROCK SALT) FOR USE BY THE SERVICE DEPARTMENT OF THE CITY DURING THE 2014-2015 SEASON; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO DO ALL THINGS NECESSARY TO ENTER INTO AGREEMENTS IN CONNECTION THEREWITH; AND DECLARING AN EMERGENCY.

Ordinance No. 2014-082 by Mayor Perciak and Mr. DeMio. AN ORDINANCE AUTHORIZING THE MAYOR TO APPLY FOR FINANCIAL ASSISTANCE UNDER THE DRUG ABUSE RESISTANCE EDUCATION ("DARE") LAW ENFORCEMENT GRANTS PROGRAM, AND DECLARING AN EMERGENCY.

Ordinance No. 2014-083 by Mayor Perciak and All Members of Council. AN ORDINANCE AMENDING ORDINANCE NO. 2011-191, WHICH DECLARED IMPROVEMENTS TO CERTAIN PARCELS OF REAL PROPERTY TO BE A PUBLIC PURPOSE, DESCRIBED THE PUBLIC IMPROVEMENTS TO BE MADE TO DIRECTLY BENEFIT SUCH PARCELS, REQUIRED THE OWNERS OF THE IMPROVEMENTS ON SUCH PARCELS TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES, ESTABLISHED A PEARL ROAD III MUNICIPAL PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND FOR THE DEPOSIT OF SUCH SERVICE PAYMENTS PURSUANT TO OHIO REVISED CODE SECTIONS 5709.40, 5709.42 AND 5709.43, AND DECLARED AN EMERGENCY.

12. COMMUNICATIONS, PETITIONS AND CLAIMS:

- Application for Permit: STCK-D5I-D6: To: Buca Restaurants Inc., DBA Buca Di Beppo, 16677 Southpark Center, Strongsville, Ohio 44136. (Responses must be postmarked no later than 04/24/2014)

13. MISCELLANEOUS BUSINESS:

14. ADJOURNMENT:

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – 019

By: Mr. Maloney

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE LOCATED AT 16403 and 16445 PEARL ROAD (PARTS OF PPNS 397-09-009 and 397-09-003), IN THE CITY OF STRONGSVILLE FROM R1-75 (ONE FAMILY 75) CLASSIFICATION TO GB (GENERAL BUSINESS) CLASSIFICATION.

WHEREAS, the owner of certain property located at 16403 and 16445 Pearl Road, being parts of permanent parcel numbers 397-09-009 and 397-09-003, (the "property") has submitted a petition to the City requesting rezoning of the property from R1-75 (One Family 75) classification to GB (General Business) classification; and

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

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2014 – 019
Page 2

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

First reading: February 3, 2014 Referred to Planning Commission
 Second reading: March 17, 2014 February 4, 2014
 Third reading: _____ Approved: _____
 Public Hearing: April 24, 2014

 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. 2014-019 Amended: _____
 1st Rdg. 02/03/14 Ref: PC/PZE
 2nd Rdg. 03/17/14 Ref: _____
 3rd Rdg. _____ Ref: _____
2/13/14 Tabled by P.C.
3/13/14 Favorable Recommendation by P.C.
 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

Mancuso

DESCRIPTION

1-2-2014

Rezoning

P.P. 397-09-003 & 009

EXHIBIT "A"

Situated in the City of Strongsville, County of Cuyahoga, State of Ohio and known as being part of Original Strongsville Township Lot No. 57 & 58, and further bounded and described as follows:

Beginning at the Southwesterly corner of a parcel of land conveyed to J-Lin-J, Inc. by deed dated October 2, 1995 and recorded in Volume 95-08339, Page 30 of Cuyahoga County Deed Records;

Thence North 88 degrees 49 minutes 40 seconds East, a distance of 625.13 feet to the principal place of beginning;

Thence North 00 degree 00 minutes 00 seconds West, a distance of 166.82 feet to a point in the northerly line of said land conveyed;

Thence North 88 degrees 50 minutes 40 seconds East along said northerly line , a distance of 371.67 feet to the northeasterly corner thereof;

Thence South 00 degree 42 minutes 20 seconds West along the easterly line of said land conveyed, a distance of 19.61 feet to an angle point in said line;

Thence South 00 degrees 04 minutes 55 seconds East, a distance of 147.12 feet to the southeasterly corner of said land conveyed;

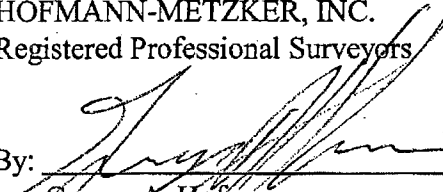
Thence South 88 degrees 49 minutes 40 seconds West along the southerly line of said land, a distance of 371.64 feet to the place of beginning and containing 61,946.063 SF-1.422 Acres of land..

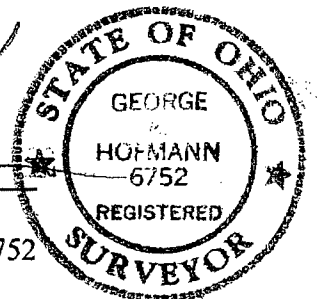
The basis of bearings is the centerline of Pearl Road, bearing North 00 degrees 00 minutes 00 seconds East. The courses used in this description are used to indicate angles only.

Distances are given in feet and decimal parts thereof.

The intent of this description is to describe all land in Permanent Parcels 397-09-003 & 009 that is current zoned R1-75 and is intended to be rezoned to GB (General Business) to match the zoning of the rest of these parcels.

HOFMANN-METZKER, INC.
Registered Professional Surveyors

By: 
George A. Hofmann
Registered Surveyor Number 6752



INTENT

The intent of this Rezoning is to Change that portion of PP 397-09-003 & 009 currently zoned R1-75 to General Business

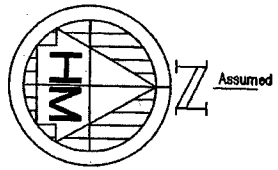


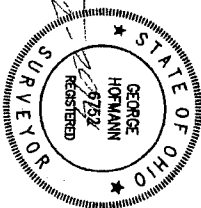
EXHIBIT "B"

MAP MADE TO ACCOMPANY
REQUEST FOR REZONING

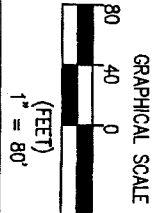
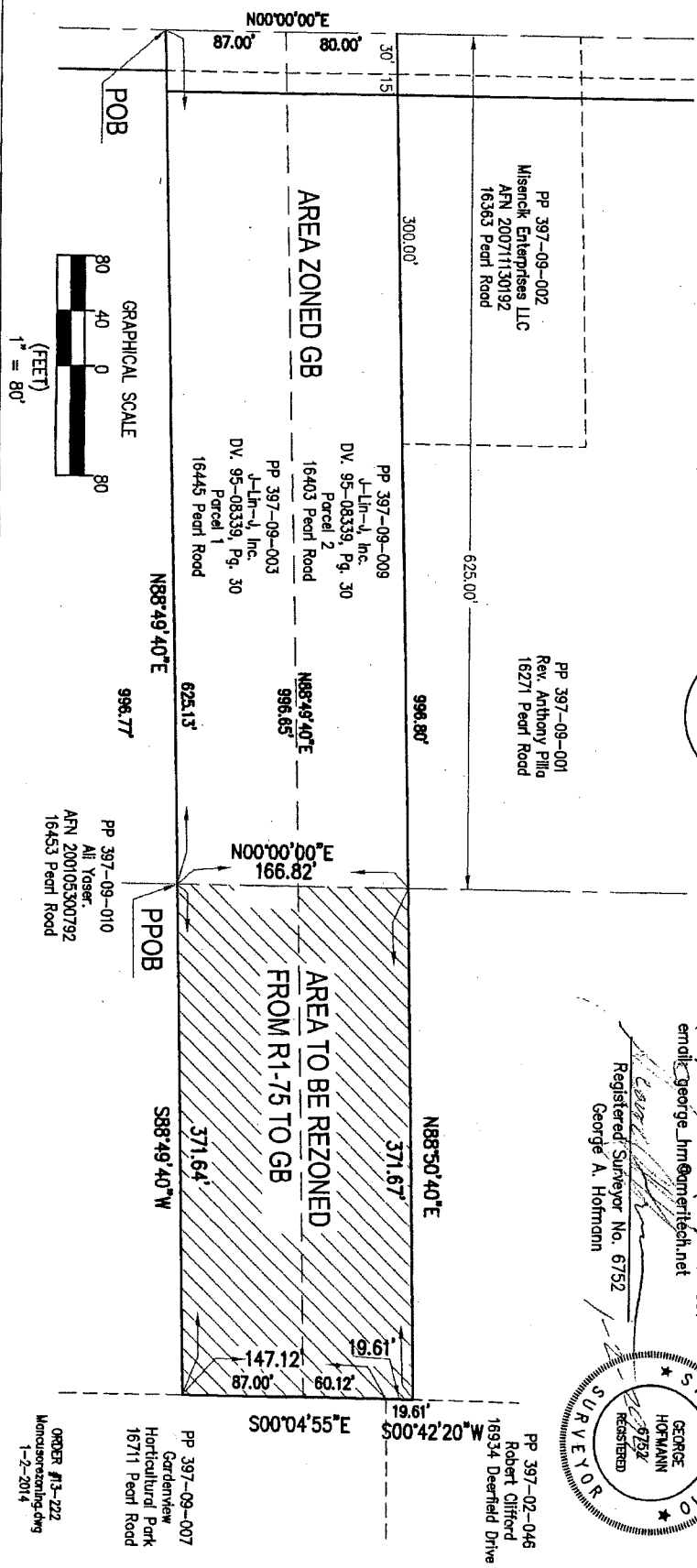
MADE FOR
J-LIN-J, INC.

HOFMANN-METZKER, INC.
Registered Professional Surveyors
24 Beech St. - P.O. Box 343
Berea, Ohio 44017
(440) 234-7350 fax (440) 234-7351
email: george_jim@ameritech.net

Registered Surveyor No. 6752
George A. Hofmann



PEARL ROAD (WIDTH VARIES)



PP 397-09-007
Gardenview
Horticultural Park
16711 Pearl Road

ORDER #13-222
Memosare zoning.dwg
1-2-2014

PROPERTY DESCRIPTION FORM

Ordinance Number: 2014-019

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

Address of Property: 16403 + 16445 Pearl Rd

Permanent Parcel No.: 397-09-009 + 397-09-003

The property is bounded by the following streets: (indicate direction; i.e., north, south, etc.) East of Pearl Rd

Number and type of buildings which now occupy property (if any): ① House ② Kitchenette ③ 4 Unit Apartment Bldg ④ 4 Unit Apt Bldg

Acreage: Approx 3.8 Acres

Said property (has) (had) the following deed restrictions affecting the use thereof (attach copy): NA

Said deed restrictions (will) (have) expire(d) on: NA

Said property is presently under lease or otherwise encumbered as follows: NA

Owner(s)	Percent of Ownership:
1. <u>J-LIN-J INC (FRAN + VINCE MANUSC)</u>	<u>100</u> %

2. _____	_____ %
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3. _____	<u>Vincent Mancuso</u> %
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Francis Mancuso
Signature of Owner(s)

State of Ohio)
County of Cuyahoga)

Sworn to and subscribed to in my presence this 15th day of January, 2014.

Aliya Peabody
Notary Public



ALIYA PEABODY
NOTARY PUBLIC
STATE OF OHIO My commission expires _____
MY COMMISSION EXPIRES
OCTOBER 22, 2018

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

PETITION FOR ZONING CHANGE

Ordinance Number: 2014-019

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

I/We, the undersigned owner(s) of the property set above our names on the Property Description Form attached to this document, hereby petition your Honorable Body that said property be changed from a class R1-75 use to a class G3 use.

Such change is necessary for the preservation and enjoyment of a substantial property right because: _____

Future Development

Such change will not be materially detrimental to the public welfare nor to the property of other persons located in the vicinity because: _____

Future Development

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

1. All required documentation
2. _____
3. _____

THE PROPOSED USE OF THE PROPERTY IS: Rezoning only for possible future development

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

Name: Jim Mancuso

Address: 14666 Regency Dr Strongsville, OH 44149

Telephone Number: 440-666-0952

Vincent Mancuso
Signature of Owner(s)

Francis Mancuso

State of Ohio)
County of Cuyahoga)



Sworn to and subscribed in my presence this 15th day of January, 2014.

ALIYA PEABODY
NOTARY PUBLIC
STATE OF OHIO
MY COMMISSION EXPIRES
OCTOBER 22, 2018

Aliya Peabody
Notary Public

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

CITY OF STRONGSVILLE
OFFICE OF THE COUNCIL

MEMORANDUM

TO: Planning Commission
FROM: Leslie Seefried, Clerk of Council
DATE: February 4, 2014
SUBJECT: Referral from Council: Ordinance No. 2014-019

At its regular meeting of February 3, 2014, City Council referred the following Ordinance to the Planning Commission for its report and recommendation thereon:

Ordinance No. 2014-019 by Mr. Maloney. AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE LOCATED AT 16403 and 16445 PEARL ROAD (PARTS OF PPNS 397-09-009 and 397-09-003), IN THE CITY OF STRONGSVILLE FROM R1-75 (ONE FAMILY 75) CLASSIFICATION TO GB (GENERAL BUSINESS) CLASSIFICATION. (J-LIN-J Inc. [Fran and Vince Mancuso], Owner. Proposed rezoning for possible future development.) *First reading 02-03-14.*

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

LJS
Attachment

MEMORANDUM

TO: Leslie Seefried, Council Clerk
Ken Kraus, Law Director

FROM: Carol Oprea, Administrative Assistant, Boards & Commissions

SUBJECT: Referrals to Council

DATE: February 14, 2014

Please be advised that at its meeting of February 13, 2014 the Strongsville Planning Commission Tabled the following;

ORDINANCE NO. 2014-019

An Ordinance amending the Zoning Map of the City of Strongsville adopted by Section 1250.03 of Title Six, Part Twelve of the Codified Ordinances of Strongsville to change the Zoning Classification of certain real estate located at 16403 and 16445 Pearl Road (Parts of PPNs 397-09-009 and 397-09-003), in the City of Strongsville from R1-75 (One Family 75) Classification to GB (General Business) Classification.

At that same meeting the Strongsville Planning Commission gave Favorable Recommendation to the following;

STRONGSVILLE ROTARY FOUNDATION/Bill Davison, Agent

Site Plan approval of a 2,915 SF Food Bank building and a 960SF Storage Garage located on Zverina Lane, PPN 396-08-005 zoned Public Facility. *ARB Favorable Recommendation 2-4-14.*

STRONGSVILLE BOARD OF EDUCATION/ Rodwell King, Agent

Site Plan approval of an 11,550 SF Temporary Classrooms while the High School is being renovated, located at 20025 Lunn Road, PPN 393-26-003 zoned Public Facility.

MEMORANDUM

TO: Amy Pientka, Acting Council Clerk
Ken Kraus, Law Director

FROM: Carol Oprea, Administrative Assistant, Boards & Commissions

SUBJECT: Referrals to Council

DATE: March 14, 2014

Please be advised that at its meeting of March 13, 2014 the Strongsville Planning Commission gave Favorable Recommendation the following;

STRONGSVILLE MIDDLE SCHOOL/Rodwell King, Agent

Site Plan approval of a 192,480 SF Middle School for property located at 13200 Pearl Road, PPN 392-30-006, and 007 zoned PF and R1-75. **ARB Favorable Recommendation 12-17-13. *BZA Variance Granted 2-12-14.*

SPRINT COM INC./ April Adams, Agent

Site Plan approval for the replacement of 3 existing antennas with 3 new antennas for the Sprint co-location on an existing telecommunications tower located at 18778 Royalton Road, PPN 396-10-014 zoned Public Facility.

ORDINANCE NO. 2014-019

An Ordinance amending the Zoning Map of the City of Strongsville adopted by Section 1250.03 of Title Six, Part Twelve of the Codified Ordinances of Strongsville to change the Zoning Classification of certain real estate located at 16403 and 16445 Pearl Road (Parts of PPNs 397-09-009 and 397-09-003), in the City of Strongsville from R1-75 (One Family 75) Classification to GB (General Business) Classification.

ORDINANCE NO. 2014-035

An Ordinance amending Chapter 1212 of Title Two, Part Twelve-Planning and Zoning Code; amending Section 1273.05(c) of Title Six, Part Twelve-Planning and Zoning Code; and amending the Title of Prior Chapter 290 of Title Eight, Part Two-Administration Code of the Codified Ordinances of the City of Strongsville in order to streamline implementation of the Town Center District.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – 035

By: Mayor Perciak and Mr. Maloney

AN ORDINANCE AMENDING CHAPTER 1212 OF TITLE TWO, PART TWELVE-PLANNING AND ZONING CODE; AMENDING SECTION 1273.05(c) OF TITLE SIX, PART TWELVE-PLANNING AND ZONING CODE; AND AMENDING THE TITLE OF PRIOR CHAPTER 290 OF TITLE EIGHT, PART TWO-ADMINISTRATION CODE, OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE, IN ORDER TO STREAMLINE IMPLEMENTATION OF THE TOWN CENTER DISTRICT.

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

Section 1. That Chapter 1212 of Title Two of Part Twelve-Planning and Zoning Code of the Codified Ordinances of the City of Strongsville be and is hereby amended to read in its entirety as follows:

CHAPTER 1212
Town Center ~~Commission~~District

- 1212.01 Purpose and intent.
- ~~1212.02 Establishment; composition; terms of office.~~
- ~~1212.03 Organization.~~
- 1212.052 Town Center District created.
- 1212.063 Definitions.
- 1212.04 Powers and duties of Planning Commission, Architectural Review Board and Building Commissioner.
- 1212.075 Limitation on issuance of building permit.
- 1212.086 Certificate of non-applicability of chapter.
- 1212.097 Certificate of appropriateness.
- 1212.408 Notice ~~and hearing of meeting~~; approval or disapproval of application for certificate of appropriateness.
- 1212.4409 Standards and criteria.
- 1212.120 Exclusions.
- 1212.99 Penalty.

1212.01 PURPOSE AND INTENT.

The purpose and intent of this ~~e~~Chapter is to effect and accomplish the preservation, protection, enhancement and perpetuation of such improvements and landscape features of the Town Center District which represents and reflects elements of the City's cultural, social, economic, political and architectural history; safeguard the City's historic, aesthetic and cultural heritage, as embodied and reflected in such

District; stabilize and improve property values in such District; foster civic pride in the beauty and noble accomplishments of the past; protect and enhance the City's attractions to tourists and visitors and the support and stimulus to business and industry thereby provided; strengthen the economy of the City; and promote the use of the District for the education, pleasure and welfare of the people of the City.

~~(Ord. 1982-74. Passed 10-4-82.)~~

~~———— **1212.02 ESTABLISHMENT; COMPOSITION; TERMS OF OFFICE.**~~

~~———— The Town Center Commission, consisting of seven members, is hereby established. All members shall be appointed by the Mayor and shall serve without compensation. Council recommends that appointments to the Town Center Commission be made from professions and individuals such as, but not limited to, a member of the administrative staff of the Mayor, a member of Council and an architect.~~

~~———— Two members shall be appointed for an initial term of one year; two members shall be appointed for an initial term of two years; and three members shall be appointed for an initial term of three years. All subsequent terms shall be for a period of three years. Vacancies caused by death, resignation or otherwise, shall be filled for the unexpired term in the same manner as original appointments are made.~~

~~(Ord. 1982-74. Passed 10-4-82.)~~

~~———— **1212.03 ORGANIZATION.**~~

~~———— As soon as convenient, after the appointment by the Mayor, the Commission shall meet and organize the election of a chairman and secretary. They may adopt rules or procedure of the Commission and provide for regular and special meetings.~~

~~(Ord. 1982-74. Passed 10-4-82.)~~

1212.052 TOWN CENTER DISTRICT CREATED.

There is hereby created in the City a district to be known as the Town Center bounded and described as follows:

Permanent Parcel Nos. 396-8-7, 396-8-16, 396-10-1 through 396-10-13, 396-10-16, 396-17-20 through 396-17-22, 396-17-106, 392-30-9 through 396-30-18, 392-30-35, 392-36-11 through 392-36-17, and part of 396-10-14 and 392-30-8.

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

Beginning at the intersection of the centerline of Pearl Road (U.S. 42) and the centerline of Royalton Road (S.R. 82) said point of intersection being the principal place of beginning;

Thence South 0°01'40" East, a distance of 204.84 feet to a point;

Thence North 88°50'02", East, a distance of 121.18 feet to a point;

Thence North 0°01'40" West, a distance of 35.03 feet to a point;

Thence North 42°48'18" East, a distance of 14.48 feet to a point;

Thence North 88°50'01" East, a distance of 52.08 feet to a point;

Thence North 0°01'37" West, a distance of 34.03 feet to a point;

Thence North 88°49' 59" East, a distance of 41.20 feet to a point;

Thence North 0°01'46" West, a distance of 15.63 feet to a point;
Thence North 88°50'01" East, a distance of 59.69 feet to a point;
Thence North 0°01'34" West, a distance of 8.78 feet to a point;
Thence North 88°50' 03" East, a distance of 190.56 feet to a point;
Thence South 0°01'39" East, a distance of 128.80 feet to a point;
Thence North 88°50'03" East, a distance of 188.12 feet to a point;
Thence North 0°01'42" West, a distance of 28.34 feet to a point;
Thence Northeasterly 250.43 feet along the arc of a curve, said curve having a central angle of 15°43'36", a radius of 912.36 feet, and a chord of 249.64 feet bearing North 7°50'08" East to a point of tangency;
Thence North 15°41'54" East, a distance of 50.04 feet to a point;
Thence South 74°20'46" East, a distance of 225.17 feet to a point;
Thence North 0°00'35" East, a distance of 1203.73 feet to a point;
Thence South 79°07'18" West, a distance of 370.40 feet to a point;
Thence South 77°31'14" West, a distance of 422.98 feet to a point;
Thence South 78°24'16" West, a distance of 230.98 feet to a point;
Thence North 7°54'13" West, a distance of 16.28 feet to a point;
Thence South 83°24'44" West, a distance of 210.39 feet to a point;
Thence South 7°56'22" East, a distance of 65.46 feet to a point;
Thence North 80°35'54" West, a distance of 52.41 feet to a point;
Thence South 4°49'28" West a distance of 585.24 feet to a point;
Thence North 80°35'55" West, a distance of 125.29 feet to a point;
Thence South 6°56'42" West, a distance of 245.78 feet to a point;
Thence North 72°23'34" East, a distance of 27.45 feet to a point;
Thence South 1°53'26" East, a distance of 381.35 feet to a point;
Thence North 66°52'32" East, a distance of 156.30 feet to a point;
Thence North 69°08'49" East, a distance of 225.01 feet to a point;
Thence North 66°53'44" East, a distance of 151.67 feet to a point, said point being the principal place of beginning, be the same more or less, but subject to all legal highways.

~~(Ord. 1982-74. Passed 10-4-82.)~~

1212.063 DEFINITIONS.

Terms, phrases, words and their derivations shall have the meanings given in Chapter 1240, provided that for the purposes of this chapter, the following shall have the meanings given in this section:

- (a) "Alteration" means any reconstruction, restoration, repair, remodeling or replacement that changes, modifies or transforms a structure.
- (b) "Commission" means the ~~Town Center Planning~~ Commission as defined in Section ~~1212.021210.01~~.
- (c) "Demolition" of a structure means a partial or total removal, disassembly, destruction, wreckage or tearing down of a structure.
- (d) "District" means the Town Center District as described in Section 1212.052.
- (e) "Exterior architectural feature" means the architectural treatment and general arrangement of such portion of the exterior of a structure as is

designed to be exposed to public view, including kind, color and texture of the building material of such portion and type of all windows, doors, lights, signs and other fixtures appurtenant to such portion.

~~(Ord. 1982-74. Passed 10-4-82.)~~

**1212.04 POWERS AND DUTIES OF PLANNING COMMISSION,
ARCHITECTURAL REVIEW BOARD AND BUILDING
COMMISSIONER.**

The Planning Commission, the Architectural Review Board, and Building Commissioner shall carry out the duties and obligations of this Chapter and make all determinations as to the applicability of the provisions of this Chapter 1212.

The powers and duties of the ~~Town Center Commission~~ **Planning Commission, Architectural Review Board and Building Commissioner** shall be as follows:

- (a) To study the problems and determine the needs of the City in furthering the purposes of this ~~e~~Chapter in the area of the City known as the Town Center.
- (b) To determine what legislation, if any, is necessary to preserve, restore and develop any Town Center area and **for the Planning Commission** to recommend legislation to Council.
- (c) To perform the functions and duties assigned to it in this ~~e~~Chapter.
- (d) To provide for regular and special meetings to accomplish its powers and duties.

~~(Ord. 1982-74. Passed 10-4-82.)~~

1212.075 LIMITATION ON ISSUANCE OF BUILDING PERMIT.

No permit shall be issued by the Building Commissioner for the construction, alteration or demolition of any structure now or hereafter in the Town Center District, except in cases excluded by Section 1212.120, unless the application for such permit shall be certified under Section 1212.086 that no exterior architectural feature is involved or shall be accompanied by a certificate of appropriateness issued under Section 1212.107.

~~(Ord. 1982-74. Passed 10-4-82.)~~

1212.086 CERTIFICATE OF NON-APPLICABILITY OF CHAPTER.

Except in cases excluded by Section 1212.120, every person who applies for a permit to construct, alter or demolish any structure now or hereafter in the Town Center District shall deposit with the ~~secretary of the Town Center Commission~~ **Building Commissioner** its application for such building permit together with all plans and specifications for the work involved. Within thirty days, the ~~Commission~~ **Building Commissioner** shall consider such application, plans and specifications and determine whether any exterior architectural feature is involved. If the ~~Commission~~ **Building Commissioner** determines that no exterior architectural feature is involved, ~~it~~ **the Building Commissioner** shall ~~cause its secretary to~~ endorse on the building permit application, certification of such determination ~~and return the application, plans and specifications to the applicant.~~

~~(Ord. 1982-74. Passed 10-4-82.)~~

1212.097 CERTIFICATE OF APPROPRIATENESS.

No person shall construct, alter or demolish any exterior architectural feature in the Town Center District and no sign, light, fence, wall or other appurtenant fixture shall be constructed, altered or displayed on any lot, building or structure located within the District, until such person has filed with the secretary of the ~~Town Center Planning~~ Commission an application for a certificate of appropriateness in such form and with such plans, specifications and other material as the Commission may from time to time prescribe and a certificate of appropriateness has been issued as hereinafter provided in this chapter.

~~(Ord. 1982-74. Passed 10-4-82.)~~

1212.108 NOTICE AND HEARING OF MEETING; APPROVAL OR DISAPPROVAL OF APPLICATION FOR CERTIFICATE OF APPROPRIATENESS.

~~Within seven days a~~After the filing with the ~~Town Center Planning~~ Commission of an application for a certificate of appropriateness, the Commission shall ~~determine the lands to be materially affected by such application and~~ forthwith send by mail, postage prepaid, to the applicant, to ~~the all contiguous~~ owners of all such lands as they appear on the most recent real estate tax list and to any person filing written request for notice of ~~hearings any meeting~~, reasonable notice of the ~~public hearing meeting~~ to be held by the Commission on such application.

As soon as may be convenient after such ~~public hearing meeting~~ but in all events within a period of ~~sixty ninety~~ days after the filing of the application for the certificate of appropriateness, or within such further time as the applicant may in writing allow, the Commission, ~~after the recommendation of the Architectural Review Board~~, shall determine whether the proposed construction, alteration or demolition of the buildings, structures or appurtenant fixtures involved will be appropriate to the preservation of the ~~historic d~~District for the purposes of this ~~e~~Chapter, or whether, notwithstanding that it may be inappropriate, owing to conditions especially affecting the structure involved, but not affecting the ~~historic d~~District generally, failure to issue a certificate of appropriateness will involve a substantial hardship, financial or otherwise, to the applicant and such certificate may be issued without substantial detriment to the public welfare and without substantial derogation from the intent and purposes of this chapter.

If the Commission determines that the proposed construction, reconstruction, alteration, moving or demolition is appropriate, or is not appropriate, owing to conditions as aforesaid but that failure to issue a certificate of appropriateness would involve substantial hardship to the applicant and that issuance thereof may be made without substantial detriment or derogation as aforesaid, or if the Commission fails to make a determination within the time hereinbefore prescribed, the Commission shall forthwith approve such application and shall issue to the applicant a certificate of appropriateness. If the Commission determines that a certificate of appropriateness should not be issued, it shall place upon its records the reasons for such determination, and may include recommendations respecting the proposed construction, alteration or demolition. The Commission shall forthwith notify the applicant of such determination

and shall furnish ~~him an attested copy of to the applicant~~ its reasons **for determining that the certificate of appropriateness should not be issued** therefor and its recommendations, if any, as appearing in the records of the Commission.

~~(Ord. 1982-74. Passed 10-4-82.)~~

1212.4109 STANDARDS AND CRITERIA.

(a) In making its determination with respect to any such application for a permit to construct, alter or demolish a building or structure in the District, the Commission shall consider the effect of the proposed work in creating, changing, destroying or affecting the exterior architectural features of the improvement upon which such work is to be done; and the relationship between the results of such work and the exterior architectural features of other neighboring improvements in such District.

(b) In appraising such effects and relationship, the Commission shall consider, in addition to any other pertinent matters, the factors of historical, cultural and architectural values and significance, architectural style, design, arrangement, texture, material and color and in particular, the following:

- (1) The distinguishing original qualities or character of a building, structure or site and its environment;
- (2) Changes which may have taken place in the course of time which are evidence of the history and development of a building, structure or site and its environment;
- (3) The distinctive stylistic features or examples of skilled craftsmanship which characterize a building, structure or site;
- (4) Repair or replacement of missing architectural features, based on accurate duplications of features, substantiated by historic, physical or pictorial evidence rather than on conjectural designs or different architectural elements from other buildings or structures;
- (5) The surface cleaning of structures with a method that will least damage historic building materials;
- (6) The protection and preservation of archeological resources affected by or adjacent to any project;
- (7) The compatibility of the work with other structures and improvements within the District, based upon accepted design criteria, such as the following:
 - A. The height of structures and improvements;
 - B. The relationship between width and height of the front elevations;
 - C. The relationship of width to height of windows and doors;
 - D. Exterior materials;
 - E. The shape and design of roofs;
 - F. The vertical or horizontal character of the front facades; and
 - G. The relationship of structures to lot sizes and open spaces.

~~(Ord. 1982-74. Passed 10-4-82.)~~

1212.120 EXCLUSIONS.

Nothing in this ~~e~~Chapter shall be construed to prevent the ordinary maintenance or repair of any exterior architectural feature in the historic ~~e~~District which does not involve a change in design, material, color or the outward appearance thereof; nor to prevent the construction, reconstruction, alteration or demolition of any such feature which the Building Commissioner ~~or similar agent~~ shall certify is required by the public safety because of an unsafe or dangerous condition; ~~nor to prevent the construction, alteration, or demolition of any such feature under a permit issued by the Building Commissioner prior to the effective date of establishment of such district.~~
(~~Ord. 1982-74. Passed 10-4-82.~~)

1212.99 PENALTY.

Whoever constructs, alters or demolishes any exterior architectural feature now or hereafter in the Town Center District in violation of this chapter is guilty of a misdemeanor of the third degree and shall be fined not more than five hundred dollars (\$500.00) or imprisoned not more than sixty days, or both, for each offense. A separate offense shall be deemed committed each day during or on which such act, violation or omission is done, committed, omitted or continued.

Section 2. That Section 1273.05(c) 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:

1273.05 APPLICATION PROCEDURES AND REQUIREMENTS.

The follow requirements apply to all wireless telecommunications facilities regardless of the zoning district, in which they are to be located:

* * *

- (c) An application to locate an antenna on a building or structure that is listed on a historical register, or is in the Town Center ~~e~~District shall be subject to review by the ~~Town Center Commission~~ **Architectural Review Board**, in addition to the Planning Commission.

* * *

Section 3. That the title of prior Chapter 290 of Title Eight of Part Two-Administration Code of the Codified Ordinances of the City of Strongsville be and is hereby amended to read as follows:

CHAPTER 290
Town Center ~~Commission~~District

EDITOR'S NOTE: Provisions relating to the Town Center ~~Commission-District~~ are codified in Chapter 1212 of the Planning and Zoning Code.

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

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

First reading: March 3, 2014 Referred to Planning Commission
 Second reading: March 17, 2014 March 4, 2014
 Third reading: _____ Approved: Favorable Recommendation
 Public Hearing: April 24, 2014 by PC 03/13/14.

 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. 2014-035 Amended: _____
 1st Rdg. 03-03-14 Ref: PZE & PC
 2nd Rdg. 03-17-14 Ref: _____
 3rd Rdg. _____ Ref: _____

Pub Hrg. 04-21-14 Ref: _____
 Adopted: _____ Defeated: _____

CITY OF STRONGSVILLE
OFFICE OF THE COUNCIL

MEMORANDUM

TO: Planning Commission

FROM: Aimee Pientka, Acting Clerk of Council

DATE: March 4, 2014

SUBJECT: Referral from Council: Ordinance No. 2014-035

At its regular meeting of March 3, 2014, City Council referred the following Ordinance to the Planning Commission for its report and recommendation thereon:

Ordinance No. 2014-035 by Mayor Perciak and Mr. Maloney. AN ORDINANCE AMENDING CHAPTER 1212 OF TITLE TWO, PART TWELVE-PLANNING AND ZONING CODE; AMENDING SECTION 1273.05(c) OF TITLE SIX, PART TWELVE-PLANNING AND ZONING CODE; AND AMENDING THE TITLE OF PRIOR CHAPTER 290 OF TITLE EIGHT, PART TWO-ADMINISTRATION CODE, OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE, IN ORDER TO STREAMLINE IMPLEMENTATION OF THE TOWN CENTER DISTRICT. First Reading 03-03-14.

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

AKP
Attachment

MEMORANDUM

TO: Amy Pientka, Acting Council Clerk
Ken Kraus, Law Director

FROM: Carol Oprea, Administrative Assistant, Boards & Commissions

SUBJECT: Referrals to Council

DATE: March 14, 2014

Please be advised that at its meeting of March 13, 2014 the Strongsville Planning Commission gave Favorable Recommendation the following;

STRONGSVILLE MIDDLE SCHOOL/Rodwell King, Agent

Site Plan approval of a 192,480 SF Middle School for property located at 13200 Pearl Road, PPN 392-30-006, and 007 zoned PF and R1-75. *ARB Favorable Recommendation 12-17-13. *BZA Variance Granted 2-12-14.

SPRINT COM INC./ April Adams, Agent

Site Plan approval for the replacement of 3 existing antennas with 3 new antennas for the Sprint co-location on an existing telecommunications tower located at 18778 Royalton Road, PPN 396-10-014 zoned Public Facility.

ORDINANCE NO. 2014-019

An Ordinance amending the Zoning Map of the City of Strongsville adopted by Section 1250.03 of Title Six, Part Twelve of the Codified Ordinances of Strongsville to change the Zoning Classification of certain real estate located at 16403 and 16445 Pearl Road (Parts of PPNs 397-09-009 and 397-09-003), in the City of Strongsville from R1-75 (One Family 75) Classification to GB (General Business) Classification.

ORDINANCE NO. 2014-035

An Ordinance amending Chapter 1212 of Title Two, Part Twelve-Planning and Zoning Code; amending Section 1273.05(c) of Title Six, Part Twelve-Planning and Zoning Code; and amending the Title of Prior Chapter 290 of Title Eight, Part Two-Administration Code of the Codified Ordinances of the City of Strongsville in order to streamline implementation of the Town Center District.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – 074

By: Mr. Schonhut

AN ORDINANCE REQUESTING PARTICIPATION IN OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES CONTRACTS FOR THE REPLACEMENT AND LEASE OF TWO RICOH COPIERS WITH APPURTENANCES FOR USE BY THE MAYOR'S ADMINISTRATIVE OFFICES AND FIRE DEPARTMENT OF THE CITY; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO DO ALL THINGS NECESSARY TO ENTER INTO AGREEMENTS IN CONNECTION THEREWITH; AND DECLARING AN EMERGENCY.

WHEREAS, the City's Director of Communication & Technology has determined and recommended that it would be in the City's best interest to replace two (2) existing copiers on lease to the City, which leases are expiring, with new, upgraded copier units through appropriate lease arrangements; and

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

WHEREAS, based upon recommendation of the City's Director of Communication & Technology, this Council wishes to take advantage of that opportunity in connection with the replacement and lease of two (2) new upgraded copiers, being Ricoh MP C3503 copiers with appurtenances (Schedule No. 800310, Index No. STS-096), for use by the Mayor's Administrative Offices and the Fire Department.

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

Section 1. That the Mayor be and is hereby authorized and directed to request authority in the name of the City of Strongsville to participate in the Ohio Department of Administrative Services contracts, which the Department has entered into pursuant to Revised Code Section 5513.01(B) with **AMERICAN COPY EQUIPMENT INC. dba ACE BUSINESS SOLUTIONS** for the replacement and lease of two (2) new upgraded copiers, for a 36-month period and for use by the Mayor's Administrative Offices and Fire Department of the City, being two (2) Ricoh MP C3503 copiers with appurtenances, in the lease amount of \$327.58 per month, as set forth on the proposal attached hereto as Exhibit "A," which is incorporated herein by reference, with a total not-to-exceed amount of \$12,000.00 during the Lease terms.

Section 2. That the City of Strongsville hereby agrees to be bound by the terms and conditions prescribed by the Director of Administrative Services for such leases and to directly pay the vendor and/or financing company, under each such contract of

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2014 - 074
Page 2

the Ohio Department of Administrative Services in which the City participates for items it receives pursuant to the contracts.

Section 3. That the Mayor and Director of Finance be and are hereby authorized to enter into and execute such agreements and documents as may be necessary to participate in the Ohio Department of Administrative Services Cooperative Purchasing Program.

Section 4. That the funds for the purposes of such leases have been appropriated for 2014 and shall be paid for each year from the General Fund and Fire Levy Fund; and the Director of Finance be and is hereby authorized and directed to issue the City's warrants in accordance with the terms and conditions of such lease agreements.

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

Section 6. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare, and for the further reason that it is immediately necessary to participate in the lease of such copiers and appurtenances in order to upgrade City technology capabilities, maintain continuity and improve the operation of various departments of the City, and conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise from and after the earliest period allowed by law.

 President of Council

Approved: _____
 Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
 Clerk of Council

ORD. No. 2014-074 Amended: _____
 1st Rdg. 04/07/14 Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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



LEASE NUMBER

--	--	--	--	--	--	--	--

LESSEE (FULL LEGAL NAME)
City of Strongsville

DBA NAME (IF APPLICABLE)

ADDRESS **16099 Foltz Industrial Parkway**

CITY **Strongsville** STATE **OH** ZIP **44144** COUNTY **Cuyahoga**

PHONE **440 581-3800**

SUPPLIER
ACE/American Copy Equipment, Inc.

ADDRESS
6599 Granger Road

CITY **Cleveland** STATE **Ohio** ZIP **44131** COUNTY

CHECK ONE:

CORPORATION PARTNERSHIP PROPRIETORSHIP NON-PROFIT

BASE LEASE PAYMENT (MOS.) LEASE TERM

(Excludes applicable taxes) \$ **327.58** **36**

QUANTITY	EQUIPMENT (Include make, model no., serial no., and marks)
2	Ricoh MP C3503, facsimile, bridge unit, external 1,000 sheet finisher, 2/3 hole punch

END OF LEASE OPTION: END OF LEASE PURCHASE OPTION WILL BE FMV UNLESS ANOTHER OPTION IS SELECTED

FMV \$1.00

PAYMENT SCHEDULE

ADVANCE PAYMENT
(Includes Applicable Taxes)

\$ _____
Representing _____

REMAINING MONTHLY PAYMENTS
(Excludes Applicable Taxes)

_____ at \$ _____

SECURITY DEPOSIT (If Any)

\$ 0

SALES TAX OPTIONS

EACH LEASE PAYMENT IS SUBJECT TO SALES TAX OF _____ OR PERCENTAGES OR AMOUNTS AS MAY FROM TIME TO TIME BE IN EFFECT

EXEMPT - EXEMPTION CERTIFICATE ATTACHED

COST STATE TAX

EQUIPMENT LOCATION, IF OTHER THAN THE ABOVE ADDRESS OF LESSEE

- LEASE: Lessor leases to Lessee and Lessee leases from Lessor the Equipment set forth above.
- TERM: This Lease is for the term set forth above and the rights and obligations of the parties shall commence upon Lessor's receipt of an executed Acceptance Notice by Lessee ("Commencement Date"). This Lease is non-cancellable for the full term hereof. Interim rent shall be in an amount equal to 1/30th of the monthly rental, multiplied by the number of days between rent commencement date and first payment due date.
- PAYMENT: Lessee agrees to pay Lessor Lease payments as set forth above. Lessor shall bill Lessee by invoice for Lease payments at Lessee's address set forth above and Lessee shall remit payment to Lessor at the address set forth on the invoice. If a Lease payment is not made when due, Lessee shall pay Lessor, within one month, a late charge of ten percent (10%) of the monthly Lease payment for each delayed payment, with a minimum charge of \$10.00, but only to the extent permitted by law. The obligation of Lessee to make payments is absolute and unconditional and is not subject to cancellation, reduction, setoff or counterclaim.
- MERGER CLAUSE: Lessee acknowledges that the Equipment is of size, design, capacity, and manufacturer selected by the Lessee. ANY STATEMENTS MADE BY THE LESSOR OR SUPPLIER OF THE EQUIPMENT DO NOT CONSTITUTE WARRANTIES, SHALL NOT BE RELIED ON BY THE LESSEE, AND ARE NOT INCORPORATED INTO THIS LEASE. THIS LEASE CONSTITUTES THE FINAL EXPRESSION OF THE PARTIES' AGREEMENT AND UNDERSTANDING AND IS A COMPLETE AND EXHAUSTIVE STATEMENT.
- WARRANTIES: LESSOR IS NOT THE MANUFACTURER OR DISTRIBUTOR OF THE EQUIPMENT. LESSOR HEREBY ASSIGNS TO LESSEE ANY AND ALL WARRANTIES THAT LESSOR MAY HAVE FROM THE SUPPLIER OR MANUFACTURER OF THE EQUIPMENT. HOWEVER, LESSOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION, WARRANTY, PROMISE, OR COVENANT, EXPRESS OR IMPLIED AS TO THE CONDITION, QUALITY, DURABILITY, CAPACITY, FUNCTION, PERFORMANCE, OR SUITABILITY OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. THE PARTIES AGREE THAT AS THE LESSEE SELECTED BOTH THE EQUIPMENT AND THE SUPPLIER OF THE EQUIPMENT, NO DEFECT EITHER PATENT OR LATENT SHALL RELIEVE LESSEE OF ITS OBLIGATION HEREUNDER. LESSEE AGREES THAT LESSOR SHALL NOT BE LIABLE FOR SPECIFIC PERFORMANCE OR ANY LIABILITY, LOSS, DAMAGE, INCLUDING CONSEQUENTIAL AND INCIDENTAL DAMAGES, ARISING OUT OF THE EQUIPMENT, OR SUPPLIER'S FAILURE TO TIMELY DELIVER THE EQUIPMENT.

LESSEE HAS READ AND IS SUBJECT TO THE CONDITIONS SET FORTH ON THE REVERSE SIDE OF THIS LEASE. IN WITNESS WHEREOF, LESSEE HAS HEREBY executed this NON-CANCELLABLE LEASE THIS _____ DAY OF _____, 2014. THIS LEASE IS NOT BINDING UNTIL ACCEPTED BY LESSOR.

ACCEPTED _____

NAME OF LESSOR: AMERICAN FINANCIAL RESOURCES

BY: _____

TITLE: _____

NAME OF LESSEE: **City of Strongsville**

SIGNED BY: X _____
(Indicate Corporate Officer, General Partner, Owner, etc.)

PRINT NAME & TITLE: **Thomas P. Perciak, Mayor**

SIGNED BY: X _____
(Indicate Corporate Officer, General Partner, Owner, etc.)

PRINT NAME & TITLE: _____

LESSEE hereby acknowledges that the Equipment set forth above has been received, has been put in use, is in good working order, and is satisfactory and acceptable.

LESSEE: _____ BY: _____
(Indicate Corporate Officer, General Partner, Owner, etc.)

DATE: _____ TITLE: _____

By providing a telephone number for a cellular phone or other wireless device, you are expressly consenting to receiving communications (for NON-marketing or solicitation purposes) at that number, including, but not limited to, pre-recorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from Lessor or Secured Party, or its assigns, and its affiliates and agents at that number. This Express Consent applies to each telephone number that you provide to us now or in the future and permits such calls. These calls and messages may incur access fees from your cellular provider.

010512R

EX-A

6. ASSIGNMENT: LESSEE SHALL NOT ASSIGN, SUBLET, LEND, TRANSFER, PLEDGE OR HYPOTHECATE THIS LEASE OR THE EQUIPMENT WITHOUT LESSOR'S PRIOR WRITTEN APPROVAL. This Lease and the covenants and obligations hereunder shall be binding upon any such assign, successor, representative or transferee of Lessee. Lessor may assign, transfer, pledge or sell Lessor's interest in this Lease or the Equipment. Upon notification of such assignment, Lessee shall remit Lease payments directly to the address set forth on the notification. In no event shall any Assignee of Lessor be obligated to perform any duty, covenant, condition or promise under this Lease. Lessee agrees that the rights of any assignee will not be subject to any claims, defenses or set-offs that Lessee may have against Lessor.

7. SECURITY DEPOSIT: Lessor shall retain the sum set forth above as security for Lessee's performance of its obligations hereunder. Upon lawful termination of this Lease, provided Lessee is not in default, the deposit shall be returned to Lessee. No interest shall be paid upon said deposit. In the event of default, Lessor may apply deposit to cure default.

8. PURCHASE OPTION: Upon lawful termination of this Lease, provided Lessee is not in default, Lessee shall have the option to purchase all, but not less than all, of the Equipment on the terms as indicated in the End of Lease Options checked above. Lessor will use its reasonable judgment to determine the Equipment's fair market value for all FMV purchase options that shall be based on the Equipment remaining in place.

9. USE OF EQUIPMENT: Lessee shall use the Equipment at its place of business set forth above. Lessee shall use the Equipment in a careful and proper manner and shall comply with all statutes, rules, ordinances, licensing requirements, laws and regulations relating to the possession, use, maintenance and repair of the equipment. Lessee shall use the Equipment in compliance with the Manufacturer's or Supplier's suggested guidelines. Provided Lessee is not in default hereunder, Lessee shall have the right to quiet and peaceful use of the Equipment.

10. REPAIRS: Lessee, at its own expense, shall keep the Equipment in good repair, condition, and working order and to that end, Lessee shall (a) furnish any labor, parts, mechanisms, and devices required and (b) maintain a service agreement in full force throughout the term of this Lease.

11. INSURANCE: Lessee, at its own expense, shall keep insurance against all risks of loss, theft, damage or destruction of the Equipment for the full replacement value thereof. Lessee shall furnish Lessor with a certificate of insurance which shall (a) name Lessor as "Loss Payee" and (b) not be cancelled except upon thirty (30) days written notice to Lessor. Lessor shall supply the proceeds of insurance to (a) repair or replace the Equipment or (b) cure any default of the Lessee hereunder. If Lessee does not provide Lessor with certificates or other evidence of insurance, Lessee agrees that Lessor has the right but not the obligation to obtain such insurance and add an insurance fee (which may include a profit) to the amount due from Lessee or we may enroll you in our monthly property damage surcharge program and bill you a property damage surcharge of up to .0035 of the total stream of payments as a result of our ongoing administrative costs, credit risk and other costs. If Lessor obtains such insurance, Lessee agrees to reimburse Lessor for all costs thereof. Lessee shall also obtain and maintain for the term of this Lease, comprehensive public liability insurance coverage, covering both personal injury and property damage of at least \$100,000 per person and \$300,000 per occurrence for bodily injury and \$50,000 for property damage. Lessor shall be named as an additional insured on the public liability insurance.

12. NET LEASE: Lessee intends the Lease payments hereunder to be net to Lessor. Lessee shall pay all taxes, tax pass alongs, fees and charges imposed on the ownership, possession, or use of the Equipment on this Lease during the term of this Lease. Lessee agrees that if Lessor pays any taxes or charges on Lessee's behalf, Lessee shall reimburse Lessor for all such payments and will pay Lessor interest and a late charge (as calculated in Section 3) on such payments with the next Lease payment, plus a fee for Lessor collecting and administering any taxes, assessments or fees and remitting them to the appropriate authorities. Lessee will indemnify Lessor on an after-tax basis against the loss of any tax benefits anticipated at the Commencement Date. In the event the Leased Equipment is subject to personal property tax, Lessor shall have the option to bill and collect such charges when assessed or Lessor shall establish a personal property tax account (PPTA). In the event of the establishment of such PPTA, Lessor shall bill Lessee and Lessee shall pay Lessor a monthly assessment based on average annual assessment charges in the state that the Equipment is located. Lessor shall have the right to modify such monthly assessment based on actual annual assessments. Upon the expiration of the Lease, Lessee shall pay Lessor for any deficiency in such account.

13. TITLE: Except for Leases with a \$1.00 purchase option, Lessor will have title to the Equipment. If the Lessee has a \$1.00 purchase option and/or the Lease is deemed to be a security agreement, Lessee shall grant Lessor a security interest in the Equipment and all proceeds therefrom.

14. SECURITY AGREEMENT: It is the intent of the parties that this is a true lease and that the filing of a financing statement under the Uniform Commercial Code is not to be construed as evidence that any security interest was intended to be created, but only to give public notice of Lessor's ownership of the Equipment. If this Lease is deemed at any time to be one intended as security then Lessee grants Lessor a security interest in the Equipment and the proceeds from the sale, lease or other disposition of the Equipment.

15. INSPECTION: Lessor shall be permitted to inspect the Equipment during Lessee's regular business hours. Lessee shall give Lessor immediate notice of any attachment or judicial process affecting the Equipment or Lessor's ownership thereof upon written notice by Lessor.

16. LOSS OR DAMAGE: Lessee is responsible for the risk of loss or destruction of, or damage to the Equipment. No such loss or damage relieves Lessee from any obligation under this Lease. Lessee agrees to promptly notify Lessor in writing of any loss or destruction or damage to the Equipment and Lessee will, at Lessor's option, (a) repair the Equipment to good condition and working order, (b) replace the Equipment with like Equipment in good repair, condition and working order, acceptable to Lessor and transfer clear title to such replacement Equipment to Lessor; such Equipment shall be subject to this Lease and be deemed the Equipment, or (c) pay to the Lessor the present value of the total of all unpaid Lease Payments for the full lease term plus the estimated fair market value for the Equipment at the end of the originally scheduled Lease term, all discounted at six (6%) percent per year (or the lowest permitted by law, whichever is greater) whereupon this Lease shall terminate. All proceeds of insurance received by Lessor as a result of such loss or damage will be applied, where applicable, toward the replacement or repair of the Equipment or the payment of Lessee's obligations.

17. RETURN OF EQUIPMENT: No more than one hundred eighty (180) days but not less than sixty (60) days prior to the expiration of the initial term or any renewal term of this Lease, Lessee shall give notice of Lessee's intention to either return the Equipment to Lessor or purchase the Equipment. Provided Lessee has given such timely notice, Lessee shall either remit the purchase option or return the Equipment, freight and insurance prepaid to Lessor in good repair, condition, and working order, ordinary wear and tear excepted, in a manner and to a location designated by Lessor. If Lessee fails to notify Lessor, or having notified Lessor, fails to either remit the Purchase Option or return the Equipment as provided herein, this Lease shall renew for additional terms of twelve (12) months each at a periodic payment equal to 100% of the payment provided herein.

18. DEFAULT: Lessee shall be in default under this Lease if Lessee (a) fails to make any Lease payment within five (5) days after the payment is due; (b) fails to allow Lessor to inspect the Equipment during regular business hours; (c) fails to provide Lessor with certificate of insurance; (d) fails to maintain the Equipment or maintain service contract; (e) assigns or otherwise transfers this Lease or the Equipment without Lessor's written approval; (f) moves the Equipment from the address set forth without Lessor's written approval; (g) fails to return the Equipment to Lessor upon termination of this Lease; (h) files a petition in bankruptcy or seeks similar relief; (i) becomes insolvent; (j) defaults under any other Lease or Agreement between the parties herein; or (k) fails to comply with any obligation in this Lease or if any representation in this Lease or in any financial information provided by Lessee is untrue or misleading in any material respect.

19. REMEDIES: Lessor has the following remedies should a default occur; (a) Upon written notice, declare the entire balance of the unpaid Lease Payments for the full term immediately due and payable sue for and receive all Lease Payments and any other payments then accrued or accelerated under this Lease or any other Agreement plus the estimated fair market value of the Equipment at the originally scheduled term, and all accelerated Lease Payments and the estimated fair market value will be discontinued to the date of default at the lesser of (i) a per annum interest rate equivalent to that of a U.S. Treasury constant maturity obligation (as reported by the U.S. Treasury Department) that would have a repayment term equal to the remaining Lease term, all as reasonably determined by Lessor or (ii) 3% per annum, but only to the extent permitted by law; (b) Charge Lessee interest on all monies due Lessor at the rate of eighteen percent (18%) per year from the date of default until paid, but in no event more than the maximum rate permitted by law; (c) Charge Lessee a return check or non-sufficient funds charge ("NSF Charge") to reimburse Lessor of the time and expense incurred with respect to a check that is returned for any reason including non-sufficient or uncollected funds, such NSF charge is stipulated and liquidated at \$25.00; and (d) Require that Lessee return the Equipment to Lessor and in the event Lessee fails to return the Equipment, enter upon the premises peaceably with or without legal process where the Equipment is located and repossess the Equipment. Such return or repossession of the Equipment will not constitute a termination of this Lease unless Lessor expressly notifies Lessee in writing. In the event the Equipment is returned or repossessed by Lessor and unless Lessor has terminated this Lease, Lessor will sell or re-rent the Equipment to any terms Lessor determines at one or more public or private sales, with or without notice to Lessee and apply the net proceeds deducting costs and expenses of such sales or rent, to Lessee's obligations with Lessee remaining liable for any deficiency and with any excess being retained by Lessor. The credit for any sums to be received by Lessor from any such rental shall be discounted to the date of the Agreement at the rate of six percent (6%) per year. Lessee is also required to pay (i) all expenses incurred by Lessor in connection with the enforcement of any remedies, including all expenses of repossessing, storing, shipping, repairing and selling Equipment and (ii) reasonable attorney's fees. This amount is payable in addition to all payable by Lessee as a result of the exercise of any other remedies. Lessee agrees that any delay or failure to enforce Lessor's rights under this Lease does not prevent Lessor from enforcing these rights at a later time.

20. CUSTOMER P.O.: Lessee agrees that any Purchase Order issued to Lessor covering the Lease of the Equipment, is issued for purposes of authorization and Lessee's internal use only, and none of its terms and conditions shall modify the terms and conditions of this Lease.

21. INDEMNITY: Lessee shall indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney fees, arising out of, connected with, or resulting from this Lease or the Equipment without limitation. You agree to defend and indemnify us against all claims, although we reserve the right to control the defense and to select or approve defense counsel. The indemnity will continue even after the termination of the Lease.

22. NON-WAIVER: Lessor's failure to require strict performance by Lessee of any of the provisions of this Lease shall not be a waiver thereof.

23. SEVERABILITY: If any provision of this Lease were declared invalid, such provision shall be inapplicable and deemed omitted, but the remaining provisions, including the default and remedy provisions, shall remain in force and effect.

24. MODIFICATION: This Lease contains the entire arrangement between you and us and no modification of this Lease shall be effective unless in writing and signed by both parties.

25. LAW: If this Lease is assigned by Lessor, then Lessee agrees that the rights and remedies of the parties shall be interpreted, construed and enforced in accordance with the laws and public policies of the state of assignee's corporate headquarters of Incorporation of the assignee. In any legal action hereunder, Lessee hereby consents to personal jurisdiction and venue in either the United States District Court or appropriate State court located in the state of the assignee's corporate headquarters. **LESSEE ALSO AGREES TO WAIVE ITS RIGHT TO A TRIAL BY JURY.**

26. STATEMENT: Lessee hereby authorizes Lessor to fill in dates and make minor corrections on the front side of this agreement.

27. FILING: Lessee authorizes Lessor to file a financing statement with respect to the Equipment signed only by the Lessor where permitted by the Uniform Commercial Code. Lessee appoints Lessor as Lessee's attorney-in-fact to sign such financing statement on Lessee's behalf. Lessee agrees to pay Lessor a fee of \$79.50 plus 1/10th of one percent (1%) of the original Equipment cost in excess of \$50,000 to reimburse Lessor's expense for preparing such a financing statement and for Lessor's other documentation costs. If the Equipment is located in more than one location, Lessee shall pay Lessor an additional fee of \$10.00 for each additional filing required for each additional location.

28. UCC-ARTICLE 2A PROVISIONS: Lessee agrees that this Lease is a Finance Lease as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). Lessee acknowledges that Lessor has given Lessee the name of the Supplier of the Equipment. Lessor hereby notifies Lessee that Lessee may have rights under the contract with the Supplier and Lessee may contact the Supplier for a description of any rights or warranties that Lessee may have under this supply contract. Lessee also waives any and all rights and remedies granted Lessee under Sections 2A-508 through 2A-522 of the Uniform Commercial Code including, but not limited to the right to repudiate the Lease and reject the Equipment; the right to cancel the Lease; the right to revoke acceptance of the Lease; the right to grant a security interest in the Equipment in Lessee's possession and control for any reason; or the right to recover damages for any breach of warranty.

29. MISCELLANEOUS: You authorize us, our agent or our assignee to (a) obtain credit reports and make credit inquiries; (b) furnish your information, including credit application, payment information and account information to credit reporting agencies and our assignees, potential purchasers or investors and parties having an economic interest in this Lease or the Equipment. All financial information you have provided is true and a reasonable representation of your financial condition. You authorize us to insert or correct missing information on this Lease.

GUARANTEE

To induce Lessor to enter into the within Lease, the undersigned (jointly and severally, personally) unconditionally guarantees the prompt payment of all the Lessee's obligations under the Lease. Lessor is not required to proceed against the Lessee or the Equipment or enforce other remedies before proceeding against the undersigned. You agree to pay all costs, including attorney's fees and court costs in the enforcement of this guaranty. The undersigned waives notice of acceptance and all other notices or demand of any kind to which the undersigned may be entitled. The undersigned consents to any extensions or modifications granted to the Lessee and the release and/or compromise of any obligations of the Lessee or any other guarantors without releasing the undersigned from his/her obligations. This is a continuing guaranty and will remain in effect in the event of the death of the undersigned, and will bind heirs, administrators, representatives, successors and assigns of undersigned and may be enforced by or for the benefit of any assignee or successor of Lessor. This guaranty is governed by and construed in accordance with the laws and public policies of the state of Incorporation of the assignee.

SIGNATURE _____ DATE _____

PRINT NAME _____

ADDRESS (NOT P.O. BOX) _____ HOME PHONE _____

SIGNATURE _____ DATE _____

PRINT NAME _____

ADDRESS (NOT P.O. BOX) _____ HOME PHONE _____



B Firm Name City of Strongsville	S Firm Name Mayor's Wing (1st location)
I Address 16099 Foltz Industrial Parkway	H Address 16099 Foltz Industrial Parkway
L City/State/Zip+4 Strongsville, OHio 44144	I City/State/Zip+4 Strongsville, Ohio 44149
L Contact Accounts Payable Phone 1-440-580-3100	P Contact Nancy Sikowski Phone 440-580-3137

Fax No.	Purchase Order No.	Requested Install Date Colleen Healey	<input type="checkbox"/> Pick Up Trade In
Date	Sales Kelly Clause	Mgr. Approval	Special Instructions

Qty.	Product	Model Description	Total	Qty.	Product	Model Description	Total
2	416509	Ricoh Mp C3503			2nd location	Fire Station 4	
2	416556	Fax Option Type M3				17000 Prospect Road	
2	416551	Bridge Unit				Strongsville, Ohio 44136	
2	416539	Finisher SR 3140				Jeff Draves/Erin Sutak	
2	416615	Punch Unit				1-440-580-3210	
Optional Power Accessories (Manufacturer recommended)							
					100123FNG	Ethernet over Power Adaptor	\$199.00
					15 amp	Surge Protector (recommended)	\$150.00
					20 amp	Surge Protector (recommended)	\$175.00
					220 volt	Surge Protector (recommended)	\$225.00

Lease Payment \$ 327.58 36 Months FMV \$1 B/O Lease Payment With Tax \$

Qty.	Product Code	SUPPLIES	Unit	Total

Delivery/Installation/Training: Unboxed, prepared for installation and delivered.

Print and/or Scanner Installation: ACE will connect your new MFP to your network for printing and/or scanning to folder and/or email to as many PC's as possible within the allotted time of 2 hours. Additional time needed will be billed at \$80/hr., billed in 15 minute increments after the first 2 hrs. ~~\$160.00~~

Additional Network Services: ACE provides computer network services including hardware, network, internet, anti-virus, document management, scanning and software support at the rate of \$80 per hour, billed in 15 minute increments after the first hour.

Additional Information:	Total	
	Tax-Excluding Lease Payment	
	Grand Total of Order Including Lease Payment	
	Less Deposit	
	<input type="checkbox"/> Balance Due Upon Delivery <input type="checkbox"/> Invoice	

Purchaser agrees to purchase/lease items described above in accordance with the terms hereof. Purchaser shall execute any documents and take any action necessary to complete any lease transaction described above and acknowledges that the lessor of the equipment may be a third party leasing company.

This order is not binding on ACE Business Solutions unless and until signed by its president. No person other than the president has the authority to alter the printed terms hereof or to bind the company to any oral or written promise, representation or agreement.

ACCEPTED AND AGREED BY:		ACCEPTANCE BY ACE:	
Customer Signature: _____	Date: _____	By: _____	
Print Name of Signer: Thomas P. Perciak		Print Name of Signer:	
Title of Signer: Mayor		Title of Signer:	
Email Address: _____	<input type="checkbox"/> Current ACE Customer	Date: _____	

TRADE-IN/BUYOUT FORM
(MUST ACCOMPANY ALL ORDERS)

Please complete ALL of the following:		YES	NO
1.	Is there a Trade-In/Buyout?		✓
2.	Customer currently OWNS equipment: NO BUYOUT?		✓
3.	BUYOUT: Customer will keep equipment?		✓
4.	BUYOUT: ACE will pick up equipment?	✓	✓
5.	ACE will return equipment to lease company?		✓
6.	Customer will return equipment to lease company?		✓
7.	ACE will provide a check to the customer to make remaining lease payments?		✓
8.	ACE will resolve remaining lease payments: No check will be provided to customer?		✓
9.	Name of current lease company?	ACE to pick up and return to the lease company. ACE to invoice city the 3rd party shipping costs. City to provide return instructions.	
10.	Machine Make & Model?	The units we are picking up are C4000's, 1295100928 and 1205101586	
11.	Machine Accessories?		
12.	Estimated Equipment Return Date?	Month:	Year:

PLEASE NOTE: If there is a buyout to be paid and the lease company is NOT AFR American Financial Resources, the customer is responsible for providing ACE with a Buyout to Return Invoice from the current lease company within 10 days of new equipment installation.

Buyout Details

ACE Business Solutions agrees to pay up to \$_____ (amount) towards the buyout of the existing lease that will expire on _____ (expiration date) for a _____ (make & model) between _____ (customer) and _____ (lease company).

IF THE BUYOUT AMOUNT EXCEEDS THE ABOVE FIGURE, THE CUSTOMER AGREES TO PAY ANY ADDITIONAL AMOUNT DUE.

Signature Title Date

CONNECTIVITY SURVEY
(MUST ACCOMPANY ALL ORDERS)

Who is the main IT support contact for your company? Name:		Katie Grace will let you know the IT contact and hope schedule	
Email Address:	Direct Dial:	Company Name (if not employed by your company):	
How many PC's to be networked to this MFP?		How many MAC's to be networked to this MFP?	
Please select all that apply:			
<input type="checkbox"/> Print from PC/MAC	<input type="checkbox"/> Scan to Folder	<input type="checkbox"/> Scan to Email	<input type="checkbox"/> Fax (Analog)
<input type="checkbox"/> Fax Forward (Email)	<input type="checkbox"/> Fax Forward (Folder)	<input type="checkbox"/> Address Book Back-up	<input type="checkbox"/> User Codes
Do you have an ETHERNET drop near the MFP	Yes	No	Notes internal use:
Do you have a FAX line near the MFP site?	Yes	No	
Do you have a dedicated power line near the MFP	Yes	No	
Do you have a 20 amp outlet near the MFP site?	Yes	No	
NETWORK INFORMATION:			
Do you have a server?	Yes	No	If yes, how many?
What is the server operating system? (Please check all that apply):			
<input type="checkbox"/> Windows Server 2003	<input type="checkbox"/> Windows Server 2008	<input type="checkbox"/> Windows Server 2012	<input type="checkbox"/> Windows Small Business Server
<input type="checkbox"/> Windows Storage Server 2003/2008	<input type="checkbox"/> MAC Server	<input type="checkbox"/> UNIX	<input type="checkbox"/> IBM AS/400
<input type="checkbox"/> OTHER: (Please explain)			
Please define all PC operating systems on your network to be connected to the MFP?			
If you utilize proprietary applications please define and detail:			



Customer Name: <u>City of Strongsville</u>		Mailing Address: <u>16099 Foltz Industrial Parkway</u>	
City: <u>Strongsville</u>	County: <u>Cuyahoga</u>	State: <u>Ohio</u>	Zip: <u>44144</u>

Equipment Location (If other than above):

1. ACE agrees to provide the equipment listed on this order form. City of Strongsville agrees to pay ACE the minimum payment according to the payment schedule herein.

2. Term of agreement Months.

MONTHLY METER PROGRAM
 The monthly meter program is part of the lease or contract agreement and runs concurrent and may not be cancelled for any reason. Early termination will result in cancellation charges equal to the average monthly billing times the number of months remaining of the contract period. The agreement is effective with the installation of equipment listed below. (Your contract will be reviewed each year on the install anniversary date and ACE reserves the right to increase the monthly billing at no more than 10% annually.) All Monthly Meter Programs are subject to a \$35.00 monthly minimum billing.

Monthly Meters Charge: B/W: <u>n/a</u> Color: <u>N/A</u>	Estimated monthly Usage: B/W: <u> </u> Color: <u> </u>	Scan Maintenance Charge: <input type="checkbox"/> \$5.00 monthly charge on units up to 35 ppm <input type="checkbox"/> \$10.00 monthly charge on units over 36 ppm
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SERVICE KIT PROGRAM
 Service Kit Program includes toner, developer, parts, labor, preventative maintenance (PM) calls for impressions or 1 year whichever occurs first. (Excludes paper and staples). A Service Kit is an agreement for the above stated contract term and may not be cancelled for any reason. Early termination will result in cancellation charges equal to the annual billing amount of the remaining contract term. Service Kit Programs are reviewed each year and may be subject to a rate increase up to but not exceeding 10% annually.

Service Kit \$ 0 for 0 impressions or (1) year whichever occurs first.

Schedule Of Equipment: or See attached schedule A

ACE MAINTENANCE AGREEMENTS COVER THE FOLLOWING:

- Full maintenance covering all equipment documented herein - parts, labor, preventative maintenance & travel under normal wear-and-tear usage circumstances (not to include Acts-of-God or abuse). Non-hardware related support is provided on time and material basis.
- Toner/ink: All supplies provided are not for resale, and you agree to return to us any supplies not used. Delivery of supplies above manufacturer's suggested yields (15% coverage per impression) may result in increased charges. A delivery fee may be applicable for all supply deliveries.
- You agree to provide meter reads on a timely basis. If a meter read is not accessible within 7 days of due date, ACE will bill base usage charge upon recent monthly average.
- ACE Partnership Guarantees / Partnership Commitment apply and are provided in writing.
- All ACE Service Programs include:
 - All parts and labor provided during ACE normal business hours, 8:30 a.m. - 5:00 p.m. Monday through Friday (except holidays), at no additional charge. After hours services is available at ACE's hourly rate if needed.
 - On regular scheduled cycle, ACE will clean your equipment and install all photoconductors/developers that are included in contract or purchased from ACE. All supplies must be provided from ACE. Under no circumstance should any parts or supplies be used in equipment under contract with ACE other than parts and supplies provided by ACE. If in the event this occurs, ACE Partnership Guarantees will be voided and service charges will apply on a time and materials basis only.
 - Loaner- If ACE cannot repair your unit on a timely basis, ACE will provide a loaner at no additional charge until repairs are made.

DATE: March 27, 2014

Accepted By ACE Business Solutions:

Legal Name of Customer:
City of Strongsville

X _____
 Signature

Thomas P. Perciak, Mayor
 Print Name



Document Solutions Agreement

2014

**6599 Granger Road
Independence, Ohio 44131
216-642-9555
ACEcleveland.com**

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – 077

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ENGINEER TO PREPARE AND SUBMIT AN APPLICATION FOR FY 2014 NATIONAL INFRASTRUCTURE INVESTMENTS FUNDING THROUGH THE TRANSPORTATION INVESTMENT GENERATING ECONOMIC RECOVERY (TIGER) DISCRETIONARY GRANT PROGRAM, SPONSORED BY THE U.S. DEPARTMENT OF TRANSPORTATION, IN CONNECTION WITH THE FOLTZ PARKWAY SOUTH PHASE II PROJECT, IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

WHEREAS, on January 17, 2014, the President signed the Consolidated Appropriations Act 2014, which includes funding to be awarded by the Department of Transportation for National Infrastructure Investments; and

WHEREAS, the Transportation Investment Generating Economic Recovery (“TIGER”) Discretionary Grant Program provides a unique opportunity for the U.S. Department of Transportation to invest in various road, rail, transit and port projects; and

WHEREAS, this Council is desirous of making application for FY 2014 National Infrastructure Investments funds, in the amount of \$4,000,000.00, through the U.S. Department of Transportation’s TIGER Discretionary Grant Program, for the construction of approximately 3,400 linear feet of 40-foot wide industrial road with curbs, storm sewer, sanitary sewer, water line, and sidewalks to service some 182 acres of industrial land in the Foltz Parkway South Phase II Project, which Project overall is estimated to require some \$5,120,614.00.

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

Section 1. That the Mayor and City Engineer be and are hereby authorized and directed to prepare and submit an application to the U.S. Department of Transportation for FY 2014 National Infrastructure Investments grant funding, in the amount of \$4,000,000.00, in connection with the Foltz Parkway South Phase II Project; and to execute all documents and do all things necessary in furtherance thereof.

Section 2. That, if such application is approved, it is the intent of this Council to pay for the City’s portion of the costs required in connection with the Project, from the General Capital Improvement Fund, and other local, state and/or federal funds which may become available for such project.

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 the preparation and submission of the application is immediately necessary in order to meet the application filing deadline date, to facilitate economic development within the municipality, 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. 2014-077 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – 078

By: Mr. Maloney

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ISSUE AND APPROVE CHANGE ORDER NO. 2 FOR AN 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; 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 conflicts with utilities, 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 \$135,330.45 for a new total Project cost of \$7,343,360.90.

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. 2 to the contract in the amount of \$135,330.45, 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. 2 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 \$135,330.45, thereby increasing the total Project cost to \$7,343,360.90.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 - 078

Page 2

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.

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. 2014-078 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CHANGE ORDER

Change Order No.: 2
Date: March 31, 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: Fabrizi 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 \$ 7,208,030.45

The CONTRACT PRICE due to this CHANGE ORDER
will be (**increased**) (decreased) by: \$ 135,330.45

The FINAL CONTRACT PRICE including this
CHANGE ORDER will be \$ 7,343,360.90

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 4-2-14
Maria Fearer, Vice President (Date)
Fabrizi Trucking & Paving

Recommended by: Thomas B. Gwydir, Jr. 4-7-14
Thomas B. Gwydir, Jr., P.E. (Date)
CT Consultants, Inc

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

Federal Agency Approval
(where applicable) _____
(Date)



Summary of Review Totals

Proposed Change Order Number 2

<u>Item No.</u>		<u>Value of Extra Work</u>	
		<u>LOCAL Funding</u>	<u>ODOT Eligible</u>
2-1 9	Due to starting work out of the proposed M-O-T, the waterline was installed first and a temporary concrete pavement cap was placed; 6 inches thick of MS concrete	\$ 128,227.32	X
	Sub-Total	\$ 128,227.32	\$ -
	Bond Increase 2.50%	\$3,205.68	\$0.00
	Totals	\$ 131,433.00	\$ -
	Bond Increase on Change Order #1	\$2,483.70	\$1,413.75
	 Settled Amount of Change Order #2	 \$135,330.45	

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – 079

By: Mr. Carbone

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR EMERGENCY REPAIRS TO A 2006 BACKUP CITY SEWER VACTOR TRUCK, INCLUDING A RENTAL AGREEMENT FOR USE OF A SUBSTITUTE IN THE INTERIM, FOR THE SERVICE DEPARTMENT, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.

WHEREAS, by passage of Ordinance No. 2013-078, the City recently purchased from the Safety Company, LLC dba M Tech Company, through State Term Contract, a new GapVax Vactor Truck for use by the Service Department including trade-in of an obsolete (red) 2005 Vactor Combination sewer cleaner truck; and

WHEREAS, the City also possesses an older (white) 2006 sewer vactor truck that requires substantial repairs on an immediate basis, so that the Service Department can continue to provide cleaning of sewers and maintain them in a proper manner; and

WHEREAS, it therefore is immediately necessary to contract for emergency repairs to the 2006 sewer vactor truck in order to protect the health, safety, welfare and property of the City and its residents; and

WHEREAS, the City has received a competitive proposal for such work from the above reliable and readily available existing City vendor/contractor from which the City had purchased the new GapVax Vactor Truck, and which is able to promptly make the emergency repairs that are necessary to the City's back-up unit; and

WHEREAS, the vendor/contractor also has agreed to provide to the City through rental agreement, the City's original 2005 (red) trade-in unit for temporary use in the interim while repairs are being made.

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 City of Strongsville Department of Public Service, in that it is immediately necessary to enter into a contract, without public bidding, with **THE SAFETY COMPANY, LLC dba M TECH COMPANY ("M Tech")**, in order to contract for emergency repairs to the City Service Department's 2006 sewer vactor truck, in order to protect the health, safety, welfare and property of the City and its residents.

Section 2. That, for the reasons aforesaid, this Council hereby approves and authorizes the Mayor to enter into a contract with **THE SAFETY COMPANY, LLC dba M TECH COMPANY**, without public bidding, in an amount not to exceed a total of \$36,500.00, for emergency repairs to the City's 2006 sewer vactor truck, all as more fully set forth in the proposal with quote, attached hereto as Exhibit A and incorporated herein by reference, and as reflected in a contract to be in a form approved by the Law Director.

Section 3. That as part of the forgoing arrangement, **M Tech** will loan through rental agreement to the City Service Department (attached hereto as Exhibit B), use of the (red) 2005 Vactor Combination sewer cleaner truck that the City had previously traded in to **M Tech** when a new unit was purchased.

Section 4. That the funds for the purpose of the aforesaid expenditure have been appropriated and shall be paid from the Sanitary Sewer Fund.

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

Section 6. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare, and for the further reason that immediate repairs to the City's backup sewer vactor truck will provide for continuity of service and operation of the City's Service Department, provide updated equipment for municipal sewer functions and maintenance, and to conserve public funds. Therefore, provided this Ordinance receives the unanimous vote of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor.

_____ Approved: _____
 President of Council Mayor

Date Passed: _____ Date Approved: _____

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

Attest: _____
 Clerk of Council

ORD. No. 2014-079 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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



Confined entry specialists and certified instructors

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April 17, 2104

Ray Jarrett
City of Strongsville
16099 Foltz Industrial Parkway
Strongsville, OH 44149

Re: Proposal for Repairs to White Vector Owned by the City of Strongsville

Dear Ray:

Purpose

The purpose of this letter is to outline a new proposal relating to repairs for a white 2006 Vector truck between the City of Strongsville (“Strongsville”) and The Safety Company, LLC – dba MTech (“MTech”). Recently, Strongsville purchased a new GapVax truck from MTech delivered on April 3, 2014, with the trade-in of a red 2005 Vector for which MTech credited Strongsville \$75,000 towards the purchase of the GapVax. Now the white 2006 Vector currently owned by Strongsville is in need of tank repairs and MTech is proposing to complete such repairs for Strongsville.

Background

On April 3, 2014, Strongsville purchased a new GapVax unit from MTech for \$411,277. MTech took in on trade the red 2005 Vector and credited the City \$75,000 for the trade for a net purchase price of \$336,277. Strongsville owns a second white 2006 Vector in need of a new debris tank.

Repair of the White 2006 Vector and Use of the Red 2005 Vector

- 1) MTech will repair the white 2006 Vector at a cost of \$36,500 with a lead time of six months which will include rental back to Strongsville of the red 2005 Vector. See detail of the work and limitations proposed on the attached quote number 102267 dated April 17, 2014.
- 2) During the entire repair period and as part of the cost in quote number 102267, MTech will rent Strongsville the red 2005 Vector during the repair period in accordance with the terms of the Equipment Rental Terms and Conditions agreement attached.
- 3) As outlined in the Equipment Rental Terms and Conditions agreement, Strongsville will continue to maintain insurance on the red 2005 Vector during the entire repair time.
- 4) The City would agree to return the red 2005 Vector to MTech in good working order and similar to its condition as of today, expect for normal wear and tear.
- 5) The parties will proceed in accordance with the Equipment Rental Terms and Conditions agreement.

EX.A



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Please sign below indicating Strongsville's agreement with the above terms. Thank you again for the order and let me know if you have any questions.

Sincerely,

Chris Cira
Managing Partner

Attachments: 1) Equipment Rental Terms and Conditions agreement
2) Quote for the repair of the red Vactor truck

The City of Strongsville is in agreement with the above terms and conditions outlined in this letter as well as the quotes referred to in this agreement.

Print Name: Thomas P. Perciak, Mayor

Sign Name: _____

Date: _____



7401 First Place
 Cleveland, Ohio 44146
 800.362.0240 - 440.646.0996
 440.646.9953 Fax
 sales@mttechcompany.com

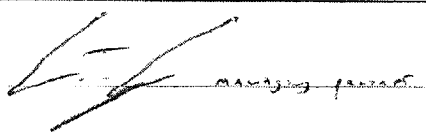
Quote

Date	Quote #
4/17/2014	102267

Name / Address
Strongsville, City of 16099 Foltz Ind. Pkwy. Strongsville, OH 44149

Customer Contact	
Ray Jarrett	
Customer Phone	Customer E-mail
440.580.3100 x 5120	
Customer Fax	Delivery
440.572.4410	Prepaid

Cust. Account #	Sales Rep.	Terms	Quotation Valid	FOB	
M238572	Evan	Net 20	Quotation Valid for 30 days	Strongsville	
Qty	Item	Description	UOM	Unit Price	Total
1	269-Vactor 2110 Debris ...	Remove and Replace Vactor 2110 Debris Tank * Remove and dispose of existing tank * Remove and refurbish rear door for reuse * Fabricate new tank from SA516 GR70 1/4" steel plate * New 1/4" flanged and dished front head * Reuse existing hydraulic door locks * Sandblast and paint with internal epoxy coating * New hydraulic hoses and fittings as needed * Reinstall existing filters, strainers and valves * Pick-up and delivery of unit * Five year parts and labor warranty subject to detail warranty documents * Price does NOT include replacement of hydraulic cylinders, frame or chassis repair or any hidden damage that may be determined during disassembly * Estimated lead time is five to sixth months ARO * Cost of Rental of the Red Vactor is included in the repair price * Regarding the rental unit insurance, The City of Strongsville agrees to be Primary for the duration of the rental * The use of the Red Vactor is subject to MTech's Rental Agreement (attached) and costs for such use is included in the overall price above	ea	36,500.00	36,500.00
Note			Subtotal		\$36,500.00
			Sales Tax (0.0%)		\$0.00
			Total		\$36,500.00

Signature 

**THE SAFETY COMPANY, LLC
DBA MTECH COMPANY
7401 First Place
Cleveland, OH 44146**

EQUIPMENT RENTAL TERMS AND CONDITIONS

This Agreement is made between The Safety Company, LLC, dba MTech Company, 7401 First Place, Oakwood Village, OH 44146 ("MTECH") and The City of Strongsville, Ohio, ("Customer") on this _____ day of _____, 2014.

SUMMARY RENTAL INFORMATION

Equipment rented with model, serial number and accessories ("Equipment"):

2005 red International 7400 Chassis VIN: 1HTWCAAR96J251075 with Vector back-end serial number 05-08V-9485.

Damage noted at time of rental: **NONE**

"Deposit" required, if any: **\$ NONE.**

"Rental Charges" (select only one time period):

<input checked="" type="checkbox"/> Per day	\$ Rental fees included as part of repair quote 102267
<input type="checkbox"/> Per week	\$ _____
<input type="checkbox"/> Per month	\$ _____
<input type="checkbox"/> Delivery	\$ _____
<input type="checkbox"/> Return Delivery	\$ _____
<input type="checkbox"/> Training	\$ _____
<input checked="" type="checkbox"/> Cleaning Fee	\$--500.00-- (See Section 8 below)

"Term":

Rental period begins: **On the date first written above**

Rental period ends: **Upon completion of the repairs to the 2006 white Vector**

AGREEMENTS

1) DISCLAIMER OF WARRANTIES: MTech makes no warranties, expressed or implied, as to the merchantability of the Equipment or its fitness for any particular purpose. There is no warranty that the Equipment is suited for Customer's intended use, or that it is free from defects. Except as may be specifically set forth in this Agreement, MTECH disclaims all other warranties, either expressed or implied, made in connection with this rental transaction.

2) INDEMNITY AND HOLD HARMLESS: Customer acknowledges and assumes all risks inherent in the operation and use of the Equipment by the Customer, and will take all necessary precautions to protect all persons and property from injury, illness or damage while in possession of the Equipment. MTECH shall not be responsible to the Customer or any other party for the loss, damage, injury or illness (including any loss of profits, business interruption or other consequential damages) caused by, resulting from, or in any way connected with the Equipment, its operation or use, or any defect with respect thereto. Customer agrees to defend, indemnify and hold MTECH, MTECH's agents and employees harmless from and against any and all liability, claims, fines, forfeitures, seizures, confiscations, penalties and damages of any kind (including attorneys' fees) for injuries, illnesses or death to persons and property arising out of use, maintenance, repair, instruction, operation, possession, ownership or rental of the Equipment, however the cause. Customer shall immediately notify MTECH of any and all such proceedings. Customer shall notify MTECH immediately of an accident, collision, injury or death involving the Equipment. Customer will furnish MTECH a detailed written report within three days of such accident, collision, injury or death.

Customer agrees that MTECH, MTECH's agents and employees shall not be responsible for any liability for property damage, bodily injury, sickness, disease, occupational disease, disability, shock death, mental anguish and mental injury at any time arising out of the mining of, use of, installation of, removal of, encapsulation of, or

exposure to mold, asbestos products, asbestos fibers, asbestos dust, fuel, dusts or any other toxic chemical from the use and operation of the rental Equipment. Customer agrees to indemnify and hold harmless MTECH, MTECH's agents and employees from any and all claims, liability, losses, damages and costs incurred by MTECH arising in connection with Customer's use of Equipment for the removal of these products.

3) RECEIPT AND INSPECTION OF THE EQUIPMENT: Customer acknowledges that Customer has inspected the Equipment prior to taking possession thereof, finds it in good working order and repair, clean and suitable for Customer's needs. Customer is familiar with the proper operation, installation and use of each item of Equipment. If applicable, Customer has inspected or will inspect all hitches, bolts, safety chains, hauling tongues and other devices and materials used to connect the Equipment to Customer's towing vehicle.

4) MALFUNCTIONING EQUIPMENT: Should the Equipment become unsafe, malfunction or require repair, Customer shall immediately cease using such Equipment and immediately notify MTECH. If such condition is the result of normal use, MTECH will repair or replace the Equipment with similar Equipment in working order if such replacement Equipment is available. MTECH has no obligation to replace Equipment inoperable by misuse, abuse or neglect. Customer's sole remedy for any failure or defect in Equipment shall be the termination of any Rental Charges accruing after the time of failure.

5) USE OF EQUIPMENT: Customer will not use or allow anyone to use the Equipment: (a) for an illegal purpose or in an illegal manner, (b) without proper license or certification, if required under applicable law, or (c) who is not qualified to operate it. Customer agrees, at Customer's sole expense, to comply with all municipal state and federal laws, ordinances and regulations (including O.S.H.A.) which may apply to the use of the Equipment. The Customer at the Customer's expense agrees to clean, care and maintain the Equipment in accordance with the manufacturer's specifications including: (a) oil, lubricants, filters, tires, tubes, labor, parts and all other operating necessities, and (b) towing services. At the Customer's request, or if the Customer fails to perform required maintenance when needed, MTECH will perform maintenance, adjustments, or repairs to the Equipment. Customer will pay MTECH for all such service work including labor, transportation costs, parts, materials and waste disposal. Customer acknowledges that MTECH has no responsibility, but has the right to inspect the Equipment and observe the use of the Equipment while it is in Customer's possession. The Customer whenever requested by MTECH will advise MTECH of the exact location and condition of the Equipment. If an inspection/service log is provided with the Equipment, the log is to be completed by a competent person and returned as requested. Customer is responsible for the fuel used. Customer will not take Equipment out of the State of Ohio without the prior written approval of MTECH.

6) RETURN OF THE EQUIPMENT: At the expiration of the Term, Customer will return the Equipment during MTECH's regular business hours (unless other arrangements have been agreed to by MTECH in advance), such Equipment to be in the condition and repair as when delivered to the Customer, subject to reasonable wear and tear, as defined below. Customer shall be liable for all damages to or loss of the Equipment. Customer is also liable for Equipment while in transit unless delivered by MTECH. In the case of loss or destruction of any Equipment, inability or failure to return same to MTECH for any reason whatsoever, Customer will pay MTECH the then full replacement value of the Equipment. If the Equipment is returned in a damaged or excessively worn condition, customer shall pay MTECH the cost of repair. Refer to Section 8 for return cleaning requirements.

7) REASONABLE WEAR AND TEAR: Reasonable wear and tear of the Equipment shall mean only the normal deterioration of the Equipment caused by ordinary and reasonable use. The following shall not be deemed reasonable wear and tear: (a) damage resulting from lack of lubrication or maintenance of necessary oil, water and air pressure levels, (b) any damage resulting from lack of servicing or preventive maintenance in accordance with manufacturer specifications, (c) damage resulting from any collision, overturning, or improper operation including overloading or exceeding the rated capacity of the Equipment or (d) damage in the nature of dents, bending, tearing, staining and misalignment to or of the Equipment or any part thereof. Repairs to the Equipment shall be made to the satisfaction of MTECH and in a manner which will not adversely affect the operation, manufacturer's design or value of the Equipment. Customer shall make no alterations to the Equipment without prior written consent from MTECH. Parts that sustain excessive wear during the rental period such as hoses, flanges, piping, wheels, tire, cables, connectors and nozzles, etc... shall be replaced at the Customer's expense.

8) EQUIPMENT CLEANING: Upon return of Equipment, Customer shall also provide MTECH with copies of MSDS (material safety data sheets) for any products that were contained in the Equipment, if applicable. The Customer must clean and thoroughly decontaminate the Equipment prior to return. If the Customer fails to comply with the terms of this provision, the customer agrees to pay any and all related costs incurred to have the residual material tested, removed and properly disposed. The Customer further agrees that the rental shall continue to accrue unabated until the Customer complies hereto or until such time as the Equipment has been decontaminated or

cleaned and returned to a workable condition. If the Equipment is not returned as clean as the Equipment was at the beginning of the Term, the Customer will be charged a minimum of the Cleaning Charge listed on page 1 of this Agreement.

9) DEPOSIT: A Deposit may be required as listed on Page 1 of this Agreement. Failure to comply with any terms of this Agreement may result in MTECH permanently retaining part or all of the Deposit. Any additional charges under the terms of this Agreement above the Deposit amount will be billed to the Customer.

10) RENTAL PERIOD: Rental charges commence when the Equipment leaves MTECH and end when the Equipment is returned thereto. Rental charges accrue during Saturdays, Sundays and Holidays. Rental rates are for normal usage based on 8 hours per day, 40 hours per week (7 days) and 160 hours per month (30 days). **Rental is based upon time not usage of Equipment.** Customers that use Equipment beyond normal usage will be charged an additional premium rate for each additional hour operated beyond the normal usage. Additional rental premium will equal the number of excess hours multiplied by the additional use rate (per hour) of: .125 of the daily charge (for the daily rental), .025 of the weekly charge (for a weekly rental) and .00625 of the monthly charge (for a month rental) plus applicable taxes. Customer shall pay MTECH overtime charges for services provided at Customer's request outside normal working hours (7:00 AM – 5:00PM, Monday-Friday).

11) PAYMENT: With approved credit, all rentals shall be paid in full within 20 days following MTECH's invoice to Customer. Customer and MTECH agree that there shall be added to all past due charges a service charge of 1 ½% of the unpaid balance computed monthly. Customer shall authorize MTECH to contact the general contractor and/or owner or any other party of the project and arrange for joint checks or direct checks to be written for unpaid rental and job related charges. Customer shall authorize MTECH to charge unpaid rentals and rental related charges to the Customer's credit card provided and/or on file.

12) FAILURE TO DELIVER: Customer releases and discharges MTECH from any and all liability or damages (including consequential and special damages) which might be caused by MTECH's failure or inability to deliver Equipment by any specified date or time.

13) TITLE: This Agreement is not a contract of sale, and title to Equipment shall at all times remain with MTECH. Customer shall keep the Equipment free and clear of all mechanics and other liens and encumbrances.

14) DEFAULT: Should Customer in any way fail to perform, observe or keep any provision of this Agreement, MTECH may at its option do any one or more of the following: (a) terminate this Agreement, (b) declare all charges immediately due and payable and commence legal action thereof, (c) retake possession of the Equipment, holding the customer liable for all Rental Charges and other charges, and (d) pursue any other remedies available by law.

15) REPOSSESSION OF EQUIPMENT: In the event of any actual or anticipated breach by Customer, MTECH's employees or agents may, without notice or legal process, go upon the property where the Equipment is located and take all action necessary to repossess the Equipment. Customer waives any right of action and all claims for trespass, damages and losses, physical or pecuniary, caused thereby, and shall pay all costs and expenses incurred by MTECH in retaking the Equipment.

16) TAXES: All taxes and license charges levied on, or assessed against, Equipment under this Agreement are borne by Customer, e.g., taxes and license charges levied or assessed by any tax or licensing authority on account of the ownership, Agreement, or operation of the Equipment during the term of the Agreement, except for any taxes based on or measured by income of MTECH, and does not apply to annual income taxes. Customer will keep all documentation, file all reports and shall pay all taxes required by the International Fuel Tax Agreement (IFTA).

17) INSURANCE COVERAGE: Customer agrees to maintain and carry, at its sole cost with insures (rated A or better in the most current A.M. Best Key Rating Guide) required liability, physical damage, public liability, property damage and casualty insurance for the full replacement cost of the Equipment, including all risk of loss or damage covered by the standard extended coverage endorsement to cover any damage or liability arising from the handling, transportation, maintenance, operation or use of the Equipment during the entire rental period.

For a licensed vehicle included a car, truck or trailer, prior to receiving the Equipment, Customer shall supply to MTECH proof of such insurance by Certificate of Insurance clearly setting forth the coverage for the Equipment and naming MTECH as loss payee and additional insured: such insurance and evidence thereof to be in amounts and form satisfactory to MTECH and subject to the minimums listed below. Maximum deductible amounts shall be \$5,000. The Certificate of Insurance and policy shall provide that MTECH receive not less than thirty (30) days

notice prior to any cancellation of the insurance required hereunder. Customer and the insure(s) shall waive the right of subrogation in connection with results of occurrence arising out of this Agreement.

**WORKERS COMPENSATION
EMPLOYERS LIABILITY**

STATUTORY
\$1,000,000 each occurrence
\$1,000,000 disease/policy limit
\$1,000,000 disease/each employee
\$1,000,000 each occurrence
\$1,000,000 personal & adv injury
\$2,000,000 general aggregate
\$1,000,000 products – comp/op agg
\$1,000,000 combined single limit
\$1,000,000 each occurrence
\$1,000,000 each occurrence

GENERAL LIABILITY

AUTOMOBILE LIABILITY
GARAGE LIABILITY
EXCESS/UMBRELLA LIABILITY

18) ENTIRE AGREEMENT: This written Agreement represents the entire agreement between Customer and MTECH. Customer accepts this Agreement by taking delivery of the Equipment or by signing this Agreement. Signing this Agreement or taking delivery of the Equipment constitutes the Customer's unqualified acceptance of these terms. There are no oral or other representations or agreements not included herein. None of MTECH's rights or Customer's rights may be changed and no extension of the terms of this Agreement may be made except in writing, signed by both MTECH and the Customer. The use of Customer's purchase order number on this Agreement is for the Customer's convenience only. This Agreement supersedes any purchase order or other Customer provisions of forms whether sent to or received prior, or subsequent to the Agreement. Both parties agree that a facsimile of this Agreement will hold the same force and effect as its signed original. If faxing, please also mail the original to our main office.

19) NO ASSIGNMENT: Customer shall not sublease, sub-rent, assign or loan the Equipment, and any such action by the customer shall be void unless MTECH approves otherwise in writing.

20) OTHER PROVISIONS: Customer agrees to pay all costs of collection, court, attorney's fees and other expenses incurred by MTECH in the collection of any charges due under this Agreement or in the enforcement of its terms.

21) LAW GOVERNING: The federal and state courts in Ohio shall have exclusive jurisdiction over all matters relating to this Agreement. Trial by jury is waived. Service of process may be affected by certified mail, return receipt requested. MTECH shall be entitled to decrees of specific performance (without posting bond or other security) in addition to such other remedies as may be available.

22) DRIVER QUALIFICATION AGREEMENT: Customer agrees to ensure that any and all drivers of vehicles rented from MTECH shall meet the requirements of Code 49 of the Federal Regulations Part 382, 391 & 395. Customer agrees that records, if requested, will be made available to MTECH, state and federal regulators.

23) FUEL TAX REPORTING AGREEMENT: Customer agrees to maintain trip reports and fuel records necessary for fuel tax reporting on all vehicles rented from MTECH. Customer is responsible for all fuel and highway taxes on rented vehicles.

IN WITNESS WHEREOF, the MTECH and Customer have hereunto executed this Agreement on the date first written above.

CUSTOMER CITY OF STRONGSVILLE

MTECH

Title: Thomas P. Perciak, Mayor

Name: Chris Cira

Signature: _____

Signature: _____

Date: _____

Date: 10/17/2011

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – 080

By: Mr. Carbone

AN ORDINANCE AUTHORIZING THE SALE BY INTERNET AUCTION, OF CERTAIN OBSOLETE PROPERTY NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE BY THE CITY'S PUBLIC SERVICE DEPARTMENT, AND DECLARING AN EMERGENCY.

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

Section 1. That this Council finds that the Department of Public Service of the City of Strongsville is in possession of certain old vehicles and equipment which are obsolete, surplus, have little monetary value, and are no longer needed for any municipal purpose, as more particularly described in Exhibit "A", a copy of which is attached hereto and incorporated herein by reference, and further finds, therefore, that it will be in the best interest of the City that such property be sold by public internet auction through GovDeals.

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

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

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

Section 5. That the net proceeds of the operation of this Ordinance shall be deposited into the Street Construction, Maintenance & Repair Fund.

Section 6. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 7. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that the immediate sale of such obsolete and unneeded municipal property is necessary in order to provide necessary storage space for the Service Department, to enable the Department to replace obsolete vehicles and equipment, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

 President of Council

Approved: _____
 Mayor

Date Passed: _____ Date Approved: _____

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

Attest: _____
 Clerk of Council

ORD. No. 2014-080 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

<u>City ID</u>	<u>Description</u>	<u>Serial #/VIN#</u>
TM2	Clark Forklift	C40B-355-930-028
1287	2.5 ton International Dump	1HTZLDDR9HHA26002
1387	2.5 ton International Dump	1HTZLDDR5HHA25705
1487	2.5 ton International Dump	1HTZLDDR5HHA25557

TM2



1287
1387
1487



EXHIBIT A

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – 081

By: Mayor Perciak and Mr. Carbone

AN ORDINANCE RATIFYING, AUTHORIZING AND APPROVING PARTICIPATION IN OHIO DEPARTMENT OF TRANSPORTATION CONTRACTS FOR THE PURCHASE OF SODIUM CHLORIDE (ROCK SALT) FOR USE BY THE SERVICE DEPARTMENT OF THE CITY DURING THE 2014-2015 SEASON; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO DO ALL THINGS NECESSARY TO ENTER INTO AGREEMENTS IN CONNECTION THEREWITH; AND DECLARING AN EMERGENCY.

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

WHEREAS, this Council wishes to take advantage of that opportunity in the ongoing purchase as required of sodium chloride (rock salt) during the 2014-2015 season (State of Ohio Department of Transportation, Contract No. 418-15 summer fill contract; and Contract No. 018-15 winter use contract) for use by the Service Department of the City.

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

Section 1. That Council ratifies, approves and authorizes the Mayor's request for authority in the name of the City of Strongsville to participate in Ohio Department of Transportation contracts for the purchase of sodium chloride (rock salt) at a rate per ton to be determined through the ODOT bidding process for use by the Service Department of the City, in a total amount estimated at 5,000 tons for the summer fill contract and 9,000 tons for the winter use contract, but in any event not to exceed \$700,000.00 for such tonnage, as reflected in the Participation Agreement attached hereto as Exhibit A and incorporated herein, which contract(s) the Department will have entered into pursuant to Revised Code Section 5513.01(B).

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

Section 3. That the Mayor and Director of Finance be and are hereby authorized to enter into and execute such agreements and documents as may be necessary to participate in the Ohio Department of Transportation Cooperative Purchasing Program.

Section 4. That the funds for the purposes of said contract(s) have been appropriated for 2014 and shall be paid from the Street Construction, Maintenance & Repair Fund and the State Highway Maintenance Fund.

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

Section 6. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare, and for the further reason that it is immediately necessary to participate in such program and purchase such rock salt materials for the next winter season in order to provide continuity of services to residents of the City and in the operation of the Department of Public Service, to ensure safe passage on City streets, and conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise from and after the earliest period allowed by law.

 President of Council

Approved: _____
 Mayor

Date Passed: _____ Date Approved: _____

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

Attest: _____
 Clerk of Council

ORD. No. 2014-081 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

Ohio Department of Transportation- Office of Contract Sales, Purchasing Services
Cooperative Purchasing Program Participation Agreement- Sodium Chloride (Rock Salt)

(PLEASE NOTE: YOU MAY CHOOSE TO PARTICIPATE IN EITHER OR BOTH CONTRACTS)

RESOLUTION/ORDINANCE as adopted for sodium chloride/rock salt to be procured by the ODOT through two separate contracts (a summer fill and winter use). A summer fill contract (Contract #418-15) that shall commence upon the date of contract award (May 8th estimated award date) and expire on October 31, 2014, and a Winter use contract (Contract #018-15) that shall commence November 1, 2014 and expire May 31, 2015;

Whereas, Section 5513.01(B) of the Ohio Revised Code provides the opportunity for Political Subdivisions including Counties, Townships, Municipal Corporations, Port Authorities, Regional Transit Authorities, State Colleges/Universities and County Transit Boards and others to participate in contracts of the Ohio Department of Transportation for the purchase of machinery, material, supplies, or other articles;

Now, Therefore, Be it Ordained, Intending to be Legally Bound That Thomas Perciak
(Authorized Agent of Political Subdivision)

Hereby Requests Authority in The Name of City of Strongsville
(Political Subdivision)

Cuyahoga
(County where Political Subdivision is located)

To participate in the Ohio Department of Transportation's Contract(s) for Rock Salt and Agrees:

1. To be bound by the terms and conditions of contracts 018-15 (Winter use) and 418-15 (Summer fill);
2. To be responsible for purchasing at minimum 90% of the total tonnage requested for your political subdivision (applies to 018-15 Winter use contract only);
3. To be responsible for purchasing the total tonnage amount (100%) of salt requested for the Summer Fill contract (418-15) only withstanding if the awarded vendor delivers within the time constraints set forth in the contract.
4. To be responsible for placing all orders for salt directly with the awarded vendor;
5. To be responsible for prompt payment directly to the vendor for quantities delivered under the contract(s);
6. To be responsible for resolving all disputes arising out of participation in the contract(s) and agree to release the Director of Transportation and the Ohio Department of Transportation from liability for all loss or damage, and from any and every claim or damage resulting from or arising out of participation in the contract(s) pursuant to Ohio Revised Code Section 5513.01(b);

MINIMUM TONNAGE REQUEST= 22 Tons (1 Truckload)

418-15 Summer Fill Contract- (100% of tonnage guaranteed) (Contract award date-October 31, 2014)		
STOCKPILE LOCATION(S):	STOCKPILE CAPACITY:	TONS REQUIRED: (must purchase 100%)
16099 Foltz	5000	5000
018-15 Winter Use Contract- 90/110% (Min/Max Tonnage) (Nov 1, 2014-May 31, 2015)		
STOCKPILE LOCATION(S):	STOCKPILE CAPACITY:	TONS REQUIRED: (90/110% min/max)
16099 Foltz	8000	9000
15715 Royalton Road	500	
Sprague + Pearl Road	500	

EXHIBIT A

Ohio Department of Transportation- Office of Contract Sales, Purchasing Services
Cooperative Purchasing Program Participation Agreement- Sodium Chloride (Rock Salt)

(Continued)

Participating Political Subdivisions are intended beneficiaries under these contracts and are real parties in interest with the capacity to sue and be sued in their own name without joining the state of Ohio, Ohio Department of Transportation. By signing and returning this agreement, you will be bound to participate in these contracts (as applicable to each Political Subdivision) during the upcoming Summer fill up and winter season, upon award of the contract by ODOT to a successful vendor. A participating Political Subdivision cannot change its position during this contract period. Termination of participation is effective upon the expiration date of each contract. Failure of a Political Subdivision to purchase its requirements from the awarded vendor or comply with the terms of these contracts may invalidate participation for the following summer or winter season contracts.

This Participation Agreement must be received by the Ohio Department of Transportation, Office of Contracts, Purchasing Services **prior** to the mailing of the Invitation to bid. Political subdivisions will be required to submit a new participation agreement form every year, indicating storage capacity and stating salt needs for the contract period.

Thomas P. Perciak 4-3-14
(Authorized Agent's Original Signature and Title) (Cannot be typed) (Date)

Thomas P. Perciak, Mayor
(Print Exactly as Signed Above)

City of Strongsville Cuyahoga
(Political Subdivision and County)

16099 Foltz
(Street) (P.O. Box)

Strongsville OH 44149
(City) (State) (Zip plus 4)

(Contact Name Responsible for Ordering Salt) (Phone Number)
Elaine Barnhart 440-580-3174
Joe Walker 440-580-3172

(E-Mail Address) (This email address will be used to contact your entity for participation in future salt contracts)

elaine.barnhart@strongsville.org
(E-Mail Address)

COMPLETED PARTICIPATION AGREEMENT AND RESOLUTION/ORDINANCE DUE BACK TO ODOT NO LATER THAN Tuesday APRIL 8TH. WE WILL ONLY BE ACCEPTING COMPLETED PARTICIPATION AGREEMENTS BY MAIL OR EMAIL (NO FAXES):

Email this completed participation agreement along with a resolution/ordinance adopted by your legislative body to: contracts.purchasing@dot.state.oh.us

or

Mail completed participation agreements along with resolutions/ordinances to:

Ohio Department of Transportation
Purchasing Services, Mail Stop 4110
Attn: Jim Schurch
1980 West Broad St.
Columbus, OH 43223

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – 082

By: Mayor Perciak and Mr. DeMio

AN ORDINANCE AUTHORIZING THE MAYOR TO APPLY FOR FINANCIAL ASSISTANCE UNDER THE DRUG ABUSE RESISTANCE EDUCATION (“DARE”) LAW ENFORCEMENT GRANTS PROGRAM, AND DECLARING AN EMERGENCY.

WHEREAS, in 1993, the Ohio General Assembly and the Governor established the DARE Grants Program within the Office of the Ohio Attorney General now codified in Ohio Revised Code Section 4511.191F(4); and

WHEREAS, the primary purpose of the DARE Grants Program is to provide funds to local law enforcement agencies, specifically for the salaries of certified DARE officers teaching or planning to teach the approved DARE curriculum in the local schools; and

WHEREAS, the Grants Program provides matching funds to defray the costs of an officer’s salary, excluding fringe benefits, up to 50% for a certified DARE officer and also provides a percentage of the cost for a School Resource Officer; and

WHEREAS, the City again wishes to apply for such funding in order to assist it with the salaries of one (1) full-time certified DARE officer, one (1) part-time certified DARE officer, and one (1) School Resource Officer, for the 2014-2015 school year;

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 and other appropriate officers of the City be and are hereby authorized and directed to execute and file an application with the Office of the Attorney General of Ohio, under the 2014-2015 DARE Grants Program for funding for the salaries of one (1) full-time certified DARE officer, one (1) part-time certified DARE officer, and one (1) School Resource Officer, to provide the required assurances therein, and to provide all information and documentation required in said application, all as set forth in the application on file with the Police Chief.

Section 2. That the funds required to meet the City’s obligation under said application have been appropriated and shall be paid from the General Fund.

Section 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2014 – 082
Page 2

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 the prompt execution of such application is required in order to request funding for the 2014-2015 school year, to continue to educate students concerning drug abuse, and conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

 President of Council

Approved: _____
 Mayor

Date Passed: _____ Date Approved: _____

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

Attest: _____
 Clerk of Council

ORD. No. 2014-082 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014- 083

By: Mayor Perciak and All Members of Council

AN ORDINANCE AMENDING ORDINANCE NO. 2011-191, WHICH DECLARED IMPROVEMENTS TO CERTAIN PARCELS OF REAL PROPERTY TO BE A PUBLIC PURPOSE, DESCRIBED THE PUBLIC IMPROVEMENTS TO BE MADE TO DIRECTLY BENEFIT SUCH PARCELS, REQUIRED THE OWNERS OF THE IMPROVEMENTS ON SUCH PARCELS TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES, ESTABLISHED A **PEARL ROAD III** MUNICIPAL PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND FOR THE DEPOSIT OF SUCH SERVICE PAYMENTS PURSUANT TO OHIO REVISED CODE SECTIONS 5709.40, 5709.42 AND 5709.43, AND DECLARED AN EMERGENCY.

WHEREAS, on December 5, 2011, the Council of the City of Strongsville, Ohio (the "Council") passed Ordinance No. 2011-191, which declared improvements to certain parcels of real property to be a public purpose, described the public improvements to be made to directly benefit such parcels, required the owners of the improvements on such parcels to make service payments in lieu of taxes, established a Pearl Road III municipal public improvement tax increment equivalent fund for the deposit of such service payments pursuant to Ohio Revised Code sections 5709.40, 5709.42 and 5709.43, and declared an emergency;

WHEREAS, it has been brought to the attention of this Council that due to an error included in Ordinance No. 2011-191, Parcel Number 393-34-002 was included in **Exhibit A** to Ordinance No. 2011-191 when it was not the intention of the Council to do so; and

WHEREAS, it is necessary and in the best interests of the City to amend Ordinance No. 2011-191 by amending **Exhibit A** in order to revise the parcels of real property subject to Ordinance No. 2011-191.

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

Section 1. It is hereby declared necessary and in the best interests of the City to amend Ordinance No. 2011-191, passed on December 5, 2011, by deleting **Exhibit A** of such Ordinance No. 2011-191 in its entirety, and substituting the **Exhibit A** attached to this Ordinance therefor.

Section 2. Except as amended in this Ordinance, Ordinance No. 2011-191 shall remain in full force and effect.

Section 3. Pursuant to Section 5709.40 of the Ohio Revised Code, the Clerk of Council is hereby directed to deliver a copy of this Ordinance to the Director of the Department of Development of the State of Ohio within fifteen days after its passage.

Section 4. This Council finds and determines that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 - 083

Page 2

Section 5. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City, and for the further reason that this Ordinance is required to be immediately effective in order to eliminate existing hazards to vehicular traffic; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor, provided it receives the affirmative vote of at least two-thirds of the members of the Council, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

President of Council

Approved: _____
Mayor

Date Passed: _____, 2014

Date Approved: _____, 2014

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

Attest: _____
Clerk of Council

ORD. No. 2011-083 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

EXHIBIT A

THE PROPERTY

CITY OF STRONGSVILLE

Exhibit A

Pearl Road III TIF Parcel Numbers

392-30-003

392-33-012

392-33-013

392-33-015

392-33-016

392-33-017

392-33-091

396-17-026

396-17-118