



City of Strongsville

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

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



March 12, 2015

MEETING NOTICE

City Council has scheduled the following meetings for **Monday, March 16, 2015**, 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 Resolution No. 2015-047.

Public Safety and Health Committee will meet to discuss Ordinance Nos. 2015-048 and 2015-049.

Public Service and Conservation Committee will meet to discuss Ordinance Nos. 2015-044, 2015-050, 2015-051 and Resolution Nos. 2015-052, 2015-053 and 2015-054.

Recreation and Community Services Committee will meet to discuss Ordinance No. 2015-055.

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

8:00 P.M.

Regular Council Meeting

Any other matters that may properly come before this Council may also be discussed.

BY ORDER OF THE COUNCIL:

Aimee Pientka, CMC
Clerk of Council



**STRONGSVILLE CITY COUNCIL REGULAR MEETING
MONDAY, MARCH 16, 2015 AT 8:00 P.M.**



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

AGENDA

1. CALL TO ORDER:
2. PLEDGE OF ALLEGIANCE:
3. CERTIFICATION OF POSTING:
4. ROLL CALL:
5. COMMENTS ON MINUTES:
 - *Council Meeting – March 2, 2015*
6. APPOINTMENTS AND CONFIRMATIONS:
7. PUBLIC HEARING:
 - On the matter of an Application for Placement of Farmland in an Agricultural District:
Applicant: Emil S. Karim, 17102 Rabbit Run Drive, Strongsville, OH 44136; Location of Property: 18402 Prospect Road; Parcel No. 394-14-003. Application filed with Clerk of Council on 03-04-15.
8. REPORTS OF COUNCIL COMMITTEES:
 - SOUTHWEST GENERAL HEALTH SYSTEM – Mr. Southworth:
 - SCHOOL BOARD – Mr. Carbone:
 - BUILDING AND UTILITIES – Mr. Schonhut:
 - COMMUNICATIONS AND TECHNOLOGY – Mr. Schonhut:
 - ECONOMIC DEVELOPMENT– Mr. Daymut:
 - FINANCE – Mr. Dooner:
 - PLANNING, ZONING AND ENGINEERING – Mr. Maloney:
 - PUBLIC SAFETY AND HEALTH – Mr. DeMio:

- PUBLIC SERVICE AND CONSERVATION – Mr. Carbone:
- Motion to note and approve the designation of wishes by the original owner's executor and sole living heir for interment (by cremation) in the Strongsville Municipal Cemetery, Section C, Lot #36, Grave C.
- Motion ratify, approve and note the burial of Elizabeth R. Pasko in Section C, Lot #36, Grave C by the executor and sole living heir to the estate in the Strongsville Municipal Cemetery.
- Motion to ratify, approve and note the burial of Rick Hine in Section F, Lot #109, Grave J, based on the owner's designation of wishes for interments in the Strongsville Municipal Cemetery.
- Motion to note and approve the owner's designation of wishes for interments in the Strongsville Municipal Cemetery, Section F, Lot #109, Grave H.
- 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:
- LAW DEPARTMENT:

10. AUDIENCE PARTICIPATION:

11. ORDINANCES AND RESOLUTIONS:

- Ordinance No. 2015-044 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN ADDENDUM FOR A FIVE-YEAR EXTENSION OF THE CONTRACT BETWEEN THE CITY AND BROWNING-FERRIS INDUSTRIES OF OHIO, INC., FOR THE FURNISHING OF SOLID WASTE, RECYCLABLE AND YARD WASTE COLLECTION SERVICES, AND FOR THE OPERATION AND MAINTENANCE OF THE STRONGSVILLE TRANSFER STATION AND THE RECEIPT, TRANSPORT AND DISPOSAL OF SOLID WASTE OF THE CITY OF STRONGSVILLE, WITHOUT FURTHER PUBLIC BIDDING, AND DECLARING AN EMERGENCY. *First reading 03-02-15.*
- Resolution No. 2015-047 by Mayor Perciak and Mr. Maloney. A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS FOR THE PAVEMENT RECONSTRUCTION PROGRAM FOR 2015-PHASE II IN THE CITY OF STRONGSVILLE.
- Ordinance No. 2015-048 by Mayor Perciak and Mr. DeMio. AN ORDINANCE AUTHORIZING THE MAYOR TO MAKE AN APPLICATION FOR FINANCIAL ASSISTANCE WITH THE OHIO DEPARTMENT OF PUBLIC SAFETY UNDER THE OHIO EMS GRANT PROGRAM FOR THE PURCHASE OF EMERGENCY MEDICAL EQUIPMENT, AND DECLARING AN EMERGENCY.

- Ordinance No. 2015-049 by Mayor Perciak and Mr. DeMio. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH CUYAHOGA COUNTY FOR FINANCIAL ASSISTANCE UNDER THE FISCAL YEAR (FY) 2013 STATE HOMELAND SECURITY PROGRAM, FOR REIMBURSEMENT OF VARIOUS TRAINING EXPENSES INCURRED BY THE CITY'S FIRE DEPARTMENT; AND DECLARING AN EMERGENCY.
- Ordinance No. 2015-050 by Mr. Carbone. AN ORDINANCE REQUESTING PARTICIPATION IN OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES CONTRACTS FOR THE PURCHASE OF ONE 6" GODWIN DRI-PRIME PUMP WITH ACCESSORIES AND THREE 2" TRASH PUMPS FOR USE BY THE SERVICE DEPARTMENT OF THE CITY; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO DO ALL THINGS NECESSARY TO ENTER INTO AN AGREEMENT IN CONNECTION THEREWITH; AND DECLARING AN EMERGENCY.
- Ordinance No. 2015-051 by Mr. Carbone. AN ORDINANCE AUTHORIZING THE SALE AT PUBLIC AUCTION OF CERTAIN OBSOLETE AND SURPLUS VEHICLES NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE, AND DECLARING AN EMERGENCY.
- Resolution No. 2015-052 by Mr. Carbone. A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS FOR THE PURCHASE OF VEHICLE AND EQUIPMENT TIRES AND RELATED TIRE SERVICES TO BE USED BY THE SERVICE DEPARTMENT OF THE CITY OF STRONGSVILLE.
- Resolution No. 2015-053 by Mr. Carbone. A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS FOR THE PURCHASE AND REPLACEMENT OF A MECHANICAL BAR SCREEN ASSEMBLY WITH ACCESSORIES AND WASHER COMPACTOR, ALL TO BE INSTALLED AT WASTEWATER TREATMENT PLANT "B" IN THE CITY OF STRONGSVILLE.
- Resolution No. 2015-054 by Mr. Carbone. A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS FOR THE PURCHASE OF ASPHALT MATERIALS FOR USE BY THE SERVICE DEPARTMENT OF THE CITY OF STRONGSVILLE.
- Ordinance No. 2015-055 by Mayor Perciak and Mr. Southworth. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO ANOTHER NON-EXCLUSIVE RENTAL/ OCCUPANCY AGREEMENT WITH THE STRONGSVILLE LACROSSE ASSOCIATION ON A LIMITED BASIS FOR 2015, FOR THE CITY'S FOOTBALL FIELDS LOCATED ON LUNN ROAD IN THE CITY OF STRONGSVILLE.

12. COMMUNICATIONS, PETITIONS AND CLAIMS:

- Receipt of Renewal Application for Placement of Farmland in an Agricultural District: Emil S. Karim, 17102 Rabbit Run Drive, Strongsville, OH 44136; For: 18402 Prospect Road PPN 394-14-003. Application filed with Clerk on 03-04-15.

13. MISCELLANEOUS BUSINESS:

14. ADJOURNMENT:

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2015 – 044

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN ADDENDUM FOR A FIVE-YEAR EXTENSION OF THE CONTRACT BETWEEN THE CITY AND BROWNING-FERRIS INDUSTRIES OF OHIO, INC., FOR THE FURNISHING OF SOLID WASTE, RECYCLABLE AND YARD WASTE COLLECTION SERVICES, AND FOR THE OPERATION AND MAINTENANCE OF THE STRONGSVILLE TRANSFER STATION AND THE RECEIPT, TRANSPORT AND DISPOSAL OF SOLID WASTE OF THE CITY OF STRONGSVILLE, WITHOUT FURTHER PUBLIC BIDDING, AND DECLARING AN EMERGENCY.

WHEREAS, on or about October 4, 2010, and after competitive bidding, this Council adopted Ordinance No. 2010-129 authorizing the Mayor to enter into a contract with Browning-Ferris Industries of Ohio, Inc., dba Republic Services (hereinafter "Browning-Ferris") for the furnishing of solid waste, recyclable and yard waste collection services; and the operation and maintenance of the Strongsville Transfer Station and the receipt, transport and disposal of solid waste of the City of Strongsville, hereinafter referred to as "the Solid Waste Agreement"; and

WHEREAS, the Solid Waste Agreement authorizes an extension of the initial term of the Agreement for one successive additional five (5) year term commencing January 1, 2016 by agreement of the parties on the same terms and conditions, but with compensation to be negotiated; and

WHEREAS, after negotiation with the City, Browning-Ferris has now submitted a final negotiated proposal for such extension, a copy of which is attached hereto as Exhibit A and incorporated herein; and

WHEREAS, the City and Browning-Ferris are desirous of entering into an Addendum to the Solid Waste Agreement to set forth the terms and conditions applicable to such extension.

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 that the final proposal submitted by Browning-Ferris for the extension of the Solid Waste Agreement for a successive additional five (5) year term commencing January 1, 2016, is in compliance with the applicable requirements of the Solid Waste Agreement, and is competitive, fair and reasonable, and in the best interests of the City.

Section 2. That accordingly the Mayor be and hereby is authorized and directed to enter into an Addendum to the Solid Waste Agreement with Browning-Ferris, in substantially the form which is attached hereto as Exhibit B and incorporated herein by reference as the same may be approved by the Law Director, and which, in all respects, is hereby approved (the "Addendum to Agreement"), and at the unit prices reflected in Exhibit A and attached worksheet, and in a total amount not to exceed \$12,409,004.80, based upon estimated volumes for the five (5) year period commencing January 1, 2016.

Section 3. That the funds necessary for the purposes of the Addendum to Agreement shall be paid commencing January 1, 2016 from the General Fund consistent with future appropriations sufficient to meet the contractual obligation.

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

Section 5. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to enter into said Addendum to Agreement in order to continue the operation, maintenance and management of the aforesaid facilities and appurtenances, and to secure and conserve public funds. Therefore, provided this Ordinance receives the unanimous affirmative vote of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor.

 President of Council

Approved: _____
 Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
 Clerk of Council

ORD. No. 2015-044 Amended: _____
 1st Rdg. 03-02-15 Ref: P5+C
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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



February 11, 2015

City of Strongsville
16099 Foltz Parkway
Strongsville, Ohio 44149

Attention: Mr. Joe Walker

Dear Joe,

Please find attached pricing for both collection and disposal of the Solid Waste and Recyclable Materials for the period beginning January 1, 2016 through December 31, 2020. In addition we have included a minimum royalty fee guarantee for the entire five (5) year period as it relates to the operation of the transfer station. This guarantee insures the city compensation for the transfer station operation regardless of volumes.

We have also included an increase in the per ton royalty fee for all volumes above the 2014 actual third party tonnage.

I would like to thank you for allowing us to serve the residents in the City of Strongsville and we welcome the opportunity to continue that relationship.

Sincerely,

A handwritten signature in black ink, appearing to read "Dave Kidder", with a long, sweeping underline.

Dave Kidder
Area Municipal Services Manager

22730 Fairview Center Drive
Suite 100
Fairview Park, OH 44126
440.414.2291 • Fax 440.716.8056
www.republicservices.com

EXHIBIT A



February 11, 2015

City of Strongsville 5 Year Extension Pricing beginning January 1, 2016 through December 31, 2020

	2016 Pricing	2017 Pricing	2018 Pricing	2019 Pricing	2020 Pricing
Solid Waste Collection and Disposal	\$5.69 per unit	\$5.85 per unit	\$6.02 per unit	6.22 per unit	\$6.44 per unit
Recyclable Material Collection and Processing	\$1.67 per unit	\$1.71 per unit	\$1.76 per unit	\$1.81 per unit	\$1.86 per unit
Municipal Facilities Solid Waste and Recyclable Material Collection, Disposal and Processing	\$3,452 per month	\$3,452 per month	\$3,452 per month	\$3,452 per month	\$3,452 per month
City Solid Waste Disposal Per Ton	\$36.61 per ton	\$37.70 per ton	\$38.83 per ton	\$39.99 per ton	\$41.19 per ton
Guarantee Royalty Fees for Extension payable in January of each extension year	\$24,000	\$24,500	\$25,000	\$25,500	\$26,000
Royalty Fees for Volumes above Guarantee Based on 2014 - 3rd party tons of 31,883	\$0.90 per ton	\$0.90 per ton	\$0.90 per ton	\$0.90 per ton	\$0.90 per ton

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City of Strongsville 5 year extension pricing
Republic Services at 02/13/15

Pricing

Item	2014 Actual	2015 Current	2016	2017	2018	2019	2020
A Solid waste collection and disposal		\$ 5.55	\$ 5.69	\$ 5.85	\$ 6.02	\$ 6.22	\$ 6.44
Percent Change			2.52%	2.81%	2.91%	3.32%	3.54%
B Recyclable Material Collection and Processing		\$ 1.12	\$ 1.67	\$ 1.71	\$ 1.76	\$ 1.81	\$ 1.86
Percent Change			49.11%	2.40%	2.92%	2.84%	2.76%
C Municipal Facilities Solid Waste, Recycleable							
Material Collection & Disposal and Processing		\$ 3,288.00	\$ 3,452.00	\$ 3,452.00	\$ 3,452.00	\$ 3,452.00	\$ 3,452.00
Percent Change			4.99%	0.00%	0.00%	0.00%	0.00%
D City Solid Waste Disposal		\$ 36.61	\$ 36.61	\$ 37.70	\$ 38.83	\$ 39.99	\$ 41.19
Percent Change			0.00%	2.98%	3.00%	2.99%	3.00%
E Guarantee Royalty Fees for Extension payable in							
January of each extension year		\$ 23,912.00	\$ 24,000.00	\$ 24,500.00	\$ 25,000.00	\$ 25,500.00	\$ 26,000.00
Percent Change			0.37%	2.08%	2.04%	2.00%	1.96%
F Royalty fees for Volumes above Gurantee		\$ 0.75	\$ 0.90	\$ 0.90	\$ 0.90	\$ 0.90	\$ 0.90
Percent Change			20.00%	0.00%	0.00%	0.00%	0.00%
BASED ON							
Municipal Facility Collection (C)	12	\$ 39,456.00	\$ 41,424.00	\$ 41,424.00	\$ 41,424.00	\$ 41,424.00	\$ 41,424.00
Number of Stops (A + B Per Unit Charge)	15,680	\$ 1,219,276.80	\$ 1,384,857.60	\$ 1,422,489.60	\$ 1,463,884.80	\$ 1,510,924.80	\$ 1,561,728.00
Tons Processed per Year	25,000	\$ 827,571.14	\$ 915,250.00	\$ 942,500.00	\$ 970,750.00	\$ 999,750.00	\$ 1,029,750.00
Annual Budget		\$ 2,086,303.94	\$ 2,209,733.20	\$ 2,341,531.60	\$ 2,476,058.80	\$ 2,552,098.80	\$ 2,632,902.00
OVERALL ANNUAL INCREASE			5.96%	2.77%	2.89%	3.07%	3.17%

CITY OF STRONGSVILLE/BROWNING-FERRIS INDUSTRIES OF OHIO, INC.

**ADDENDUM TO AGREEMENT FOR FURNISHING OF SOLID WASTE,
RECYCLABLE AND YARD WASTE COLLECTION SERVICES,
AND THE OPERATION AND MAINTENANCE OF THE STRONGSVILLE
TRANSFER STATION AND THE RECEIPT, TRANSPORT AND
DISPOSAL OF SOLID WASTE OF THE CITY OF STRONGSVILLE**

THIS ADDENDUM TO AGREEMENT is made and entered into on this ____ day of _____, 2015, by and between the **CITY OF STRONGSVILLE, OHIO**, an Ohio municipal corporation with its principal place of business located at 16099 Foltz Parkway, Strongsville, Ohio 44149 (hereinafter "City"), and **BROWNING-FERRIS INDUSTRIES OF OHIO, INC.**, a Delaware Corporation, dba "Republic Services," located at 22730 Fairview Center Drive, Suite 100, Fairview Park, Ohio 44126 (hereinafter "BFI" or "Contractor").

WHEREAS, on or about October 4, 2010, and after competitive bidding, the City's Council adopted Ordinance No. 2010-129 authorizing the Mayor to enter into a contract with Browning-Ferris Industries of Ohio, Inc., dba Republic Services (hereinafter "Browning-Ferris") for the furnishing of solid waste, recyclable and yard waste collection services; and the operation and maintenance of the Strongsville Transfer Station and the receipt, transport and disposal of solid waste of the City of Strongsville, which Agreement was executed and implemented, hereinafter referred to as "the Solid Waste Agreement"; and

WHEREAS, the Solid Waste Agreement authorizes an extension of the initial term of the agreement for one successive additional five (5) year term commencing January 1, 2016 by agreement of the parties on the same terms and conditions, but with compensation to be negotiated; and

WHEREAS, after negotiation with the City, Browning-Ferris has now submitted a final negotiated proposal for such five (5) year extension, a copy of which is attached hereto as Exhibit AA and incorporated herein, reflecting unit prices which based upon estimated volumes, total not to exceed charges of \$12,409,004.80 for such period; and

WHEREAS, the City and Browning-Ferris are desirous of entering into this Addendum to the Solid Waste Agreement to set forth the terms and conditions applicable to such extension.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, City and BFI agree as follows:

A. The following provisions of the Solid Waste Agreement shall be amended to read as set forth below:

- 1.01 Agreement** – shall mean this Agreement including all Parts thereof between the Contractor and the City including all Exhibits and Appendices, the bid responses accepted by the City, and all other Contract Documents, **including and as modified by any Addendum to the Contract.**

* * *

Ex. B

5.00 COMPENSATION

In consideration of the Contractor's satisfactory performance of all of the services under this Part I of the Agreement, the City shall pay to the Contractor in the manner set forth in the Bid Appendices A, B and C, and at the compensation rates ~~in the respective Bid Forms A, B and C, and Summary in Exhibit AA to the Contract Addendum~~, which is made a part of this Agreement, but with respect to and computed based upon the actual number of Residential Units serviced.

* * *

17.00 COMPENSATION TO AND ADDITIONAL COSTS TO BE BORNE BY CONTRACTOR DURING THE AGREEMENT TERM

17.01 Commencing on the Effective Date of this Agreement, Contractor shall receive and accept all City Solid Waste at the Transfer Station and City shall pay to Contractor a Services Fee for the performance of the Services under only this Part II of the Agreement based upon the rates set forth in ~~the Bid Form D and Summary attached hereto~~, **Exhibit AA to the Contract Addendum**, but based upon actual tonnage each month.

The rates shall be exclusive of current or future applicable governmental taxes or surcharges, if any, with respect to the Transfer Station.

B. The total of all the above compensation to be paid by the City to BFI during the five (5) year contract extension commencing January 1, 2016 shall not exceed the sum of \$12,409,004.80.

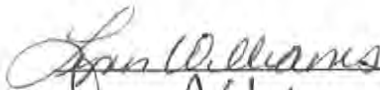
C. The Contract/Performance Bond required by Section 7.00 of the original Agreement shall be properly increased effective January 1, 2016, and thereafter to reflect the new compensation rates and annual estimated volume figures, all as reflected on Exhibit 1 to this Addendum.

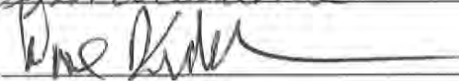
D. Only those provisions specifically set forth in the within Addendum to Agreement have been modified or amended; and otherwise, the original Agreement, including each and every other term, condition, provision, section and subsection shall remain unchanged, and in full force and effect.

IN WITNESS WHEREOF, the City and BFI, by and through their duly authorized officers and representatives, have executed this Addendum to Solid Waste Agreement as of the date first above written.

Signed in the presence of:

**"BFI"/"CONTRACTOR"
BROWNING-FERRIS INDUSTRIES
OF OHIO, INC.**





By: 

Its: Vice President

**“CITY”
CITY OF STRONGSVILLE, OHIO**

By: _____
Thomas P. Perciak
Its: _____
Mayor

CERTIFICATION OF FUNDS

I, Joseph K. Dubovec, Director of Finance for the City of Strongsville, Ohio do hereby certify that the monies required to meet the requirements of this Addendum to Solid Waste Agreement, commencing January 1, 2016, will be subject to future annual appropriations by City Council providing for payment of such obligations from the City’s General Fund, free from prior encumbrance and in accordance with law.

Date

Director of Finance

CERTIFICATE OF LAW DIRECTOR

I hereby certify that I have reviewed and approved the form of the foregoing Addendum to Solid Waste Agreement this _____ day of _____, 2015.

Kenneth A. Kraus, Law Director



February 11, 2015

City of Strongsville
16099 Foltz Parkway
Strongsville, Ohio 44149

Attention: Mr. Joe Walker

Dear Joe,

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We have also included an increase in the per ton royalty fee for all volumes above the 2014 actual third party tonnage.

I would like to thank you for allowing us to serve the residents in the City of Strongsville and we welcome the opportunity to continue that relationship.

Sincerely,

A handwritten signature in black ink, appearing to read "Dave Kidder", with a long, sweeping flourish extending to the right.

Dave Kidder
Area Municipal Services Manager

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EXHIBIT AA



February 11, 2015

City of Strongsville 5 Year Extension Pricing beginning January 1, 2016 through December 31, 2020

	2016 Pricing	2017 Pricing	2018 Pricing	2019 Pricing	2020 Pricing
Solid Waste Collection and Disposal	\$5.69 per unit	\$5.85 per unit	\$6.02 per unit	6.22 per unit	\$6.44 per unit
Recyclable Material Collection and Processing	\$1.67 per unit	\$1.71 per unit	\$1.76 per unit	\$1.81 per unit	\$1.86 per unit
Municipal Facilities Solid Waste and Recyclable Material Collection, Disposal and Processing	\$3,452 per month	\$3,452 per month	\$3,452 per month	\$3,452 per month	\$3,452 per month
City Solid Waste Disposal Per Ton	\$36.61 per ton	\$37.70 per ton	\$38.83 per ton	\$39.99 per ton	\$41.19 per ton
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Royalty Fees for Volumes above Guarantee Based on 2014 - 3rd party tons of 31,883	\$0.90 per ton	\$0.90 per ton	\$0.90 per ton	\$0.90 per ton	\$0.90 per ton

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City of Strongsville 5 year extension pricing

Republic Services at 02/13/15

Pricing

Item	2014 Actual	2015 Current	2016	2017	2018	2019	2020
A Solid waste collection and disposal Per Unit	\$ 5.55	\$ 5.69	\$ 5.85	\$ 6.02	\$ 6.22	\$ 6.44	
Percent Change		2.52%	2.81%	2.91%	3.32%	3.54%	
B Recyclable Material Collection and Processing Per Unit	\$ 1.12	\$ 1.67	\$ 1.71	\$ 1.76	\$ 1.81	\$ 1.86	
Percent Change		49.11%	2.40%	2.92%	2.84%	2.76%	
C Municipal Facilities Solid Waste, Recycleable Material Collection & Disposal and Processing Per Month	\$ 3,288.00	\$ 3,452.00	\$ 3,452.00	\$ 3,452.00	\$ 3,452.00	\$ 3,452.00	\$ 3,452.00
Percent Change		4.99%	0.00%	0.00%	0.00%	0.00%	0.00%
D City Solid Waste Disposal Per Ton	\$ 36.61	\$ 36.61	\$ 37.70	\$ 38.83	\$ 39.99	\$ 41.19	
Percent Change		0.00%	2.98%	3.00%	2.99%	3.00%	
E Guarantee Royalty Fees for Extension payable in January of each extension year Percent Change	\$ 23,912.00	\$ 24,000.00	\$ 24,500.00	\$ 25,000.00	\$ 25,500.00	\$ 26,000.00	
		0.37%	2.08%	2.04%	2.00%	1.96%	
F Royalty fees for Volumes above Gurantee Percent Change	\$ 0.75	\$ 0.90	\$ 0.90	\$ 0.90	\$ 0.90	\$ 0.90	
		20.00%	0.00%	0.00%	0.00%	0.00%	
BASED ON							
Municipal Facility Collection (C)	12	\$ 39,456.00	\$ 41,424.00	\$ 41,424.00	\$ 41,424.00	\$ 41,424.00	\$ 41,424.00
Number of Stops (A + B Per Unit Charge)	15,680	\$ 1,219,276.80	\$ 1,384,857.60	\$ 1,422,489.60	\$ 1,463,884.80	\$ 1,510,924.80	\$ 1,561,728.00
Tons Processed per Year	25,000	\$ 827,571.14	\$ 915,250.00	\$ 942,500.00	\$ 970,750.00	\$ 999,750.00	\$ 1,029,750.00
Annual Budget		\$ 2,086,303.94	\$ 2,209,733.20	\$ 2,341,531.60	\$ 2,476,058.80	\$ 2,552,098.80	\$ 2,632,902.00
OVERALL ANNUAL INCREASE			5.96%	2.77%	2.89%	3.07%	3.17%

CITY OF STRONGSVILLE
EQUAL OPPORTUNITY REQUIREMENTS
for
SERVICE and SUPPLY CONTRACTS

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

This Certification becomes part of the resultant CONTRACT.

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

Company BROWN, FERDIS, INC. OF OHIO
By: [Signature]
Date: FEBRUARY 23, 2015

NON-COLLUSION AFFIDAVIT

STATE OF Ohio)
COUNTY Cuyahoga) SS:

John Doyen, being first duly sworn, deposes and says that
he/she is Vice President of the party making the foregoing
(Title)

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

[Signature]
Affiant

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE THIS 23 day
of February, 2015.

[Signature]
Notary Public



LYNN C WILLIAMS
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES 08-23-18

DELINQUENT PERSONAL PROPERTY STATEMENT

Browning Ferris Ind. of Ohio Inc having been awarded a Contract by the City of
(name of contractor/proposer)

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

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

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

Delinquent Personal Property Tax \$ _____

Penalties \$ _____

Interest \$ _____

Browning Ferris Ind. of Ohio Inc
(Company Name)

By: [Signature]

Its: Vice President

STATE OF Ohio)
) SS:
COUNTY Cuyahoga)

SWORN TO BEFORE ME, a Notary Public in and for said county and state, on this
23 day of February, 2015.



LYNN C WILLIAMS
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES 08-23-16

[Signature]
Notary Public

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

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

CONTRACTOR/BIDDER

BROWNING & BRISTOL, A OHIO LTD

By: [Signature]

Title: VICE PRESIDENT

Date: FEBRUARY 23, 2015

STATE OF Ohio)
) SS:
COUNTY OF Cuyahoga)

SWORN TO AND SUBSCRIBED before me this 23 day of February, 2015.



LYNN C WILLIAMS
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES 08-23-16

[Signature]
Notary Public

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2015 – 047

By: Mayor Perciak and Mr. Maloney

A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS FOR THE PAVEMENT RECONSTRUCTION PROGRAM FOR 2015-PHASE II IN THE CITY OF STRONGSVILLE.

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

Section 1. That the Mayor be and is hereby authorized to advertise for bids for the Pavement Reconstruction Program for 2015-Phase II, consisting of removal and replacement of concrete pavement, catch basin reconstruction, and replacement of curbs and ramps, in accordance with specifications and bid documents on file in the office of the City Engineer, which are in all respects hereby approved.

Section 2. That the funds for the purposes of this Resolution have been appropriated and shall be paid from the General Capital Improvement Fund.

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

Section 4. That this Resolution shall take effect and be in force immediately upon its passage and approval by the Mayor.

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
Clerk of Council

RES
ORD. No. 2015-047 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2015 – 048

By: Mayor Perciak and Mr. DeMio

AN ORDINANCE AUTHORIZING THE MAYOR TO MAKE AN APPLICATION FOR FINANCIAL ASSISTANCE WITH THE OHIO DEPARTMENT OF PUBLIC SAFETY UNDER THE OHIO EMS GRANT PROGRAM FOR THE PURCHASE OF EMERGENCY MEDICAL EQUIPMENT, AND DECLARING AN EMERGENCY.

WHEREAS, the Ohio EMS Grant Program was enacted to improve emergency medical services in Ohio by providing monetary resources to assist organizations in training, equipping, and improving availability, accessibility and quality of such services; and

WHEREAS, the Ohio EMS Grant Program provides for reimbursement of funds for the amount of the grant awarded for the cost of purchasing various emergency medical equipment and training activities by each local agency that receives and accepts a grant under the Program; and

WHEREAS, the deadline for submission of applications to receive funding under the Ohio EMS Grant Program for such equipment and training for the 2015-2016 grant cycle is April 1, 2015; and

WHEREAS, the City, through its Fire Department, is desirous of applying for any available funding for the purchase of various emergency medical equipment.

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

Section 1. That this Council hereby authorizes the Mayor to execute and file an application for financial assistance with the Ohio Department of Public Safety under the Ohio EMS Grant Program for the purchase of emergency medical equipment for the Strongsville Fire Department, as more fully set forth in the application on file in the office of the Fire Chief; and further authorizes the Mayor, Director of Finance, Fire Chief, and/or their authorized representatives to provide, execute and deliver whatever certifications, assurances and such other information as may be required in connection therewith.

Section 2. That the City's portion of costs to meet its obligations, if any, under said grant shall be paid from the Emergency Vehicle Fund.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2015 – 048
Page 2

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

Section 4. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to timely file such application in order for the City to participate in such grant funding, to continue to provide for the highest quality emergency services and operations, 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. 2015-048 Amended: _____

1st Rdg. _____ Ref: _____

2nd Rdg. _____ Ref: _____

3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____

Adopted: _____ Defeated: _____

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2015 – 049

By: Mayor Perciak and Mr. DeMio

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH CUYAHOGA COUNTY FOR FINANCIAL ASSISTANCE UNDER THE FISCAL YEAR (FY) 2013 STATE HOMELAND SECURITY PROGRAM, FOR REIMBURSEMENT OF VARIOUS TRAINING EXPENSES INCURRED BY THE CITY'S FIRE DEPARTMENT; AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Resolution No. CPB2014-135, duly adopted on February 24, 2014, Cuyahoga County approved a grant for the Fiscal Year 2013 State Homeland Security Program ("FY13 SHSP"); and

WHEREAS, FY13 State Homeland Security grant funds were awarded to the County, for the County, and on behalf of the municipalities and other permissible agencies in Cuyahoga County for training; and

WHEREAS, Cuyahoga County, through its County Executive, has authorized a grant for FY13 SHSP funds for reimbursement of overtime and backfill expenses associated with attendance at various training classes undertaken by members of the City of Strongsville Fire Department; and

WHEREAS, therefore, it is necessary that the County and the City enter into an Agreement on file with the City's Fire Department for reimbursement through grant funds, in the amount of \$9,123.56 for the period of May 22, 2014 through March 30, 2015.

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

Section 1. That this Council hereby approves and authorizes the Mayor to accept such funding and enter into an Agreement with Cuyahoga County under the FY13 State Homeland Security Program for reimbursement of overtime and backfill expenses associated with attendance at various training classes by members of the City of Strongsville Fire Department, which expenditures shall not exceed the total amount of \$9,123.56 for the period of May 22, 2014 through March 30, 2015 for the grant award, with copies of such Agreement being on file with the City's Fire Department, and which in all respects is hereby approved.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2015 – 049
Page 2

Section 2. That the Mayor, Director of Finance, and Fire Chief and/or their authorized representatives be and are hereby authorized and directed to provide, execute and deliver certifications, assurances and such other information as may be required in connection therewith.

Section 3. That the funds required to meet the City's obligation, if any, have been appropriated and shall be paid from the Fire Levy Fund.

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

Section 5. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary in order to receive grant funds to assist in defraying costs of training, to enhance the ability of the Fire Department personnel to provide for homeland security, 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. 2015-049 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2015 – 050

By: Mr. Carbone

AN ORDINANCE REQUESTING PARTICIPATION IN OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES CONTRACTS FOR THE PURCHASE OF ONE 6" GODWIN DRI-PRIME PUMP WITH ACCESSORIES AND THREE 2" TRASH PUMPS FOR USE BY THE SERVICE DEPARTMENT OF THE CITY; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO DO ALL THINGS NECESSARY TO ENTER INTO AN AGREEMENT 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 Administrative Services for the purchase of machinery, materials, supplies or other articles; and

WHEREAS, this Council wishes to take advantage of that opportunity in connection with the purchase of one (1) 6" Godwin Dri-Prime Pump with accessories and three (3) 2" trash pumps (Contract No. 800291, Index No. STS511) 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 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 for the purchase of one (1) 6" Godwin Dri-Prime pump with accessories, and three (3) 2" Godwin trash pumps with accessories from **GODWIN PUMPS OF AMERICA, INC.** through their authorized dealer **XYLEM DEWATERING SOLUTIONS, INC.**, which the Department has entered into pursuant to Revised Code Section 5513.01(B), in a total amount not to exceed \$57,229.82, and as reflected on Exhibits A-1 and A-2, attached hereto.

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2015 - 050

Page 2

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 purchases 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 it is immediately necessary to participate in the purchase of such equipment in order to maintain continuity in the operation of the Service Department 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. 2015-050 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

SALE QUOTATION

Ohio STS Contract #800291

ITEM	QTY	DESCRIPTION	UNIT PRICE	SALE TOTAL
Contract Items:				
A	1	Godwin Dri-Prime CD150M Critically Silenced <ul style="list-style-type: none"> • Sound Attenuated Enclosure • 6" 150# Flange Suction and Discharge • JCB TCAE-55 FT4 Diesel Engine • Includes PrimeGuard Engine Controller • Skid-mounted • Engine/Motor Options <ul style="list-style-type: none"> • Battery Charger - 12 Volt Trickle • Engine/Motor Options <ul style="list-style-type: none"> • Block Heater - 110 Volt • Electrical -Junction Box 	\$ 43,846.40	\$ 43,846.40
B	1	CD150/HS150 Drop In Trailer (9233)	4,513.60	4,513.60
C	1	Godwin PrimeGuard Float Set <ul style="list-style-type: none"> • w/ 65' Mechanical Floats 	334.49	334.49
D	1	6" Male Godwin QD x 6" 150# Flange Adapter	253.08	253.08
E	1	6" Female Godwin QD x 6" 150# Flange Adapter	205.53	205.53
Open Market Items:				
A	4	6" x 10' Black Water Suction Hose with Godwin QD Fittings	\$ 336.90	\$ 1,347.60
B	4	6"x 50' Ironside Red Discharge Hose with Godwin QD Fittings	522.28	2,089.12
C	1	6" 90 Degree Godwin QD Bend	278.00	278.00
D	1	6" One Piece Suction Screen with Male Godwin QD Fittings	191.00	191.00

EXHIBIT A-1

Please note all sale pricing is in U.S. Dollars. The price does not include freight, export boxing, duties, taxes, or any other items not specifically mentioned.

This pricing information is for internal use only. We ask that these items and terms be kept confidential. All applicable tax and freight charges will be added to invoices. All quotations are subject to credit approval. All quotations are valid for 90 days. All prices quoted in US dollars.

February 23, 2015
City of Strongsville
Attention: Mr. Ray Jarret
Sale Quotation # 122008744
Page 2 of 3

300 Temple Street
Painesville, OH 44077-1152
Tel: 440-357-6868

xylem
Let's Solve Water

godwin  

SALE QUOTATION

Ohio STS Contract #800291

ITEM	QTY	DESCRIPTION	UNIT PRICE	SALE TOTAL
E	1	6" Godwin QD O-ring	8.86	8.86

NET SALE TOTAL

\$ 53,938.16

Please note all sale pricing is in U.S. Dollars. The price does not include freight, export boxing, duties, taxes, or any other items not specifically mentioned.

This pricing information is for internal use only. We ask that these items and terms be kept confidential. All applicable tax and freight charges will be added to invoices. All quotations are subject to credit approval. All quotations are valid for 90 days. All prices quoted in US dollars.

SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS

Lessor/Supplier and Customer agree that the terms and conditions printed below are material elements of this contract (the "Contract").

OWNERSHIP: FOR RENTED GOODS, RIGHTS AND TITLE SHALL REMAIN WITH THE LESSOR AT ALL TIMES. FOR SALE GOODS, RIGHTS AND TITLE SHALL PASS TO CUSTOMER ON THE EARLIER OF SUPPLIER'S RECEIPT OF PAYMENT IN FULL OR CUSTOMER'S RECEIPT OF GOODS AT THE FOB POINT SPECIFIED IN THIS CONTRACT.

ACCEPTANCE/MODIFICATION: Customer's notice to proceed or possession of the goods shall be deemed agreement to and acceptance of the Contract. Any purchase order or other document submitted by Customer with differing terms or conditions applicable to the goods is hereby rejected. This Contract contains the entire agreement between the Lessor/Supplier and the Customer. No modification of this Contract shall be binding upon Lessor/Supplier unless such modifications are in writing and signed by both parties.

SHIPMENT: Customer shall obtain goods at Lessor's/Supplier's facility unless Lessor/Supplier agrees to ship goods or to make delivery. If goods are to be shipped or delivered by Lessor/Supplier, prices are exclusive of the costs thereof, and unless different terms are stated by Lessor/Supplier in this Contract, all prices are F.O.B. Supplier's facility.

REMOVAL: Customer agrees not to remove rented goods from the original delivery location without the prior written consent of the Lessor, which shall not be unreasonably withheld.

RENTAL CHARGES: Customer will be charged rental from delivery date up to and including date Customer obtains an Off Rent Call Confirmation Number from Lessor. All rental charges are based on an eight hour working day, 48 hour working week, or 28 day month, and no reduction in rental charges will be made for any time the goods are not used while in Customer's possession and control. Customer agrees to report and pay for any overtime use of the goods in any day, or week or month, at the proportional rental charge specified in this Contract. If no time is fixed for rental period, or if rental is extended beyond the fixed period of time, the Customer agrees to give the Supplier four (4) full business days notice of termination of rental in writing. The rented goods are furnished F.O.B. Lessor's facility and all handling and transportation charges to and from Lessor's facility, unless otherwise specified herein, shall be paid by Customer.

CREDIT/PAYMENT TERMS: Credit terms are subject to the approval of Supplier's credit department. If credit terms are not approved, sale will be C.O.D. Rentals shall be payable in advance for each rental period, and, after the expiration of the minimum guaranteed rental period, rents shall be payable per the Contract until the rented goods are returned by Customer. Standard terms of payment are net 30 days from date of invoice. A late fee of 1½ percent per month shall be charged on all balances over 30 days. Customer agrees to pay all costs, including reasonable attorneys' fees, incurred as a result of Customer's breach of this Contract including the failure to pay any amounts due hereunder.

INSURANCE: Customer must maintain specific insurance coverages when renting goods from Supplier: Statutory Workers' Compensation and Employers' Liability in compliance with state laws; Automobile Liability including owned, hired, and non-owned vehicles; and Commercial General Liability on a primary and non-contributory basis including broad form contractual liability coverage. Minimum per occurrence limits of \$1MM must be per location/job and defense cost must be supplementary payments. Claims-made policies are not acceptable. Rented/leased equipment must be covered by a Contractor's Equipment policy for the full replacement value of the equipment. Customer must provide a Certificate of Insurance with endorsements naming Supplier as the Certificate Holder and must state that Lessor is named as additional insured and loss payee. Expiration dates, limits, and deductibles for each policy must also be noted, along with a provision for notice of cancellation, non renewal, or material change to the certificate holder of not less than 30 days. Customer shall provide a Certificate of Insurance with endorsements as evidence of coverage before Supplier will release the goods. Failure to maintain adequate insurance will result in an additional automatic surcharge of 15% to the total equipment charge and Customer shall remain subject to the Loss/Damages provisions herein whether insured or not.

LOSS/DAMAGES: Customer shall be responsible for all loss or damage to rented goods occurring in excess of ordinary wear and tear, or by theft or fault, negligence or shortages up to the full replacement value of the goods. Lessor's pick-up receipt for rental goods shall not be construed as Lessor's final clearance to Customer. Customer may be invoiced separately for loss or damages to goods.

OPERATION/INSPECTION: Customer agrees to operate the equipment in accordance with the manufacturer's manuals and instructions. Customer further agrees to place a competent operator in charge of the equipment. The operator shall be responsible for conducting a personal inspection of the equipment to reveal any apparent defects in the equipment and shall immediately notify Lessor of such defects to allow for repair or replacement of the equipment at Lessor's sole discretion. Customer shall operate the equipment at Customer's own risk.

SERVICE/MAINTENANCE: Customer shall be responsible for all fuel and add oils necessary to operate the equipment, and to check same daily to ensure proper operation of the equipment. Normal equipment maintenance is completed after 250 hours of running time, which can be provided by Lessor/Supplier for an additional charge. For rentals, Lessor shall have the right to enter the premises where the rental equipment is located and be given free access thereto and afforded necessary services and facilities for safely and readily inspecting it. Lessor reserves the right to conduct equipment maintenance if Customer has not completed maintenance by a qualified individual. Customer expressly agrees to maintain rental equipment and return it in the same condition as when received, normal wear and tear accepted, or to pay for any repairs that may be necessary, including cleaning.

WARRANTY: EXCEPT FOR WRITTEN WARRANTIES ON GOODS SOLD, LESSOR/SUPPLIER MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

INDEMNIFICATION: TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS LESSOR/SUPPLIER FROM AND AGAINST ANY AND ALL POTENTIAL CLAIMS, LIABILITIES, DEMANDS, SUITS, JUDGMENTS, AND THE ASSOCIATED COSTS AND EXPENSE (INCLUDING REASONABLE ATTORNEYS' FEES), WHICH LESSOR/SUPPLIER MAY INCUR, BECOME RESPONSIBLE FOR OR PAY OUT AS A RESULT OF DEATH OR PERSONAL INJURY TO ANY PERSON OR DESTRUCTION OR DAMAGE TO ANY PROPERTY, CAUSED IN WHOLE OR IN PART, BY THE OPERATION, MAINTENANCE, HANDLING OR TRANSPORTATION OF THE EQUIPMENT, LOSS OF USE, BUSINESS INTERRUPTION OR EXTRA EXPENSE DUE TO EQUIPMENT BREAKDOWN WHILE IN THE CUSTOMER'S CARE, CUSTODY OR CONTROL, OR WHILE IT IS BEING USED FOR CUSTOMER'S WORK. ** THESE PROVISIONS SHALL SURVIVE TERMINATION OR EXPIRATION OF THE CONTRACT.

LIMITATION OF LIABILITY: LESSOR/SUPPLIER LIABILITY, IF ANY, SHALL BE LIMITED TO THE VALUE OF THIS CONTRACT OR \$100, WHICHEVER IS GREATER. UNDER NO CIRCUMSTANCES SHALL LESSOR/SUPPLIER BE LIABLE TO CUSTOMER OR ANY THIRD-PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

DEFAULT/DAMAGES: If Customer is in breach of or default in any terms and conditions of this Contract, Lessor/Supplier may terminate this Contract and without demand or notice take immediate possession of, and remove any or all of, the equipment and return it to Lessor's/Supplier's facility, without liability for damages in trespass or otherwise, and without thereby waiving any claim Lessor/Supplier may have against Customer. Customer shall be responsible for all direct and indirect costs along with general and consequential damages, including reasonable attorney's fees and court costs, from Customer's breach of or default in any of the terms and conditions of this Contract.

JURISDICTION/VENUE: This Contract shall be governed by the laws of the State of New Jersey, without regard to its principles of conflicts of laws. Any action against Lessor/Supplier shall be filed in the Federal or State Courts of the State of New Jersey. Lessor/Supplier, at its option, may prosecute collections where debts accrue.

WAIVER: Lessor's/Supplier's waiver of any right under this agreement shall not affect future application of any such provision or any other provision.

SEVERABILITY: The provisions of this contract shall be severable so that the invalidity, unenforceability or waiver of any provision shall not affect the remaining provisions.

****except when arising out of the supplier's own negligence, strict liability, breach of contract or intentional acts.**

February 23, 2015
 City of Strongsville
 Attention: Mr. Ray Jarret
 Sale Quotation # 122008791
 Page 1 of 2

300 Temple Street
 Painesville, OH 44077-1152
 Tel: 440-357-6868



SALE QUOTATION

Ohio STS Contract# 800291

ITEM	QTY	DESCRIPTION	UNIT PRICE	SALE TOTAL
Contract Item:				
A	1	Sub-Prime GST10 Submersible Trash • 2" MNPT Discharge • 1 HP Electric Motor • 115 Volt, 1 phase • 50' Power Cable	\$ 701.22	\$ 701.22
Open Market Item:				
A	3	2" x 50' Ironside Red Discharge Hose with CSM Fittings	\$ 132.00	\$ 396.00



NET SALE TOTAL

\$ 1,097.22

Please note all sale pricing is in U.S. Dollars. The price does not include freight, export boxing, duties, taxes, or any other items not specifically mentioned.

This pricing information is for internal use only. We ask that these items and terms be kept confidential. All applicable tax and freight charges will be added to invoices. All quotations are subject to credit approval. All quotations are valid for 90 days. All prices quoted in US dollars.

SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS

Lessor/Supplier and Customer agree that the terms and conditions printed below are material elements of this contract (the "Contract").

OWNERSHIP: FOR RENTED GOODS, RIGHTS AND TITLE SHALL REMAIN WITH THE LESSOR AT ALL TIMES. FOR SALE GOODS, RIGHTS AND TITLE SHALL PASS TO CUSTOMER ON THE EARLIER OF SUPPLIER'S RECEIPT OF PAYMENT IN FULL OR CUSTOMER'S RECEIPT OF GOODS AT THE FOB POINT SPECIFIED IN THIS CONTRACT.

ACCEPTANCE/MODIFICATION: Customer's notice to proceed or possession of the goods shall be deemed agreement to and acceptance of the Contract. Any purchase order or other document submitted by Customer with differing terms or conditions applicable to the goods is hereby rejected. This Contract contains the entire agreement between the Lessor/Supplier and the Customer. No modification of this Contract shall be binding upon Lessor/Supplier unless such modifications are in writing and signed by both parties.

SHIPMENT: Customer shall obtain goods at Lessor's/Supplier's facility unless Lessor/Supplier agrees to ship goods or to make delivery. If goods are to be shipped or delivered by Lessor/Supplier, prices are exclusive of the costs thereof, and unless different terms are stated by Lessor/Supplier in this Contract, all prices are F.O.B. Supplier's facility.

REMOVAL: Customer agrees not to remove rented goods from the original delivery location without the prior written consent of the Lessor, which shall not be unreasonably withheld.

RENTAL CHARGES: Customer will be charged rental from delivery date up to and including date Customer obtains an Off Rent Call Confirmation Number from Lessor. All rental charges are based on an eight hour working day, 48 hour working week, or 28 day month, and no reduction in rental charges will be made for any time the goods are not used while in Customer's possession and control. Customer agrees to report and pay for any overtime use of the goods in any day, or week or month, at the proportional rental charge specified in this Contract. If no time is fixed for rental period, or if rental is extended beyond the fixed period of time, the Customer agrees to give the Supplier four (4) full business days notice of termination of rental in writing. The rented goods are furnished F.O.B. Lessor's facility and all handling and transportation charges to and from Lessor's facility, unless otherwise specified herein, shall be paid by Customer.

CREDIT/PAYMENT TERMS: Credit terms are subject to the approval of Supplier's credit department. If credit terms are not approved, sale will be C.O.D. Rentals shall be payable in advance for each rental period, and, after the expiration of the minimum guaranteed rental period, rents shall be payable per the Contract until the rented goods are returned by Customer. Standard terms of payment are net 30 days from date of invoice. A late fee of 1½ percent per month shall be charged on all balances over 30 days. Customer agrees to pay all costs, including reasonable attorneys' fees, incurred as a result of Customer's breach of this Contract including the failure to pay any amounts due hereunder.

INSURANCE: Customer must maintain specific insurance coverages when renting goods from Supplier: Statutory Workers' Compensation and Employers' Liability in compliance with state laws; Automobile Liability including owned, hired, and non-owned vehicles; and Commercial General Liability on a primary and non-contributory basis including broad form contractual liability coverage. Minimum per occurrence limits of \$1MM must be per location/job and defense cost must be supplementary payments. Claims-made policies are not acceptable. Rented/leased equipment must be covered by a Contractor's Equipment policy for the full replacement value of the equipment. Customer must provide a Certificate of Insurance with endorsements naming Supplier as the Certificate Holder and must state that Lessor is named as additional insured and loss payee. Expiration dates, limits, and deductibles for each policy must also be noted, along with a provision for notice of cancellation, non renewal, or material change to the certificate holder of not less than 30 days. Customer shall provide a Certificate of Insurance with endorsements as evidence of coverage before Supplier will release the goods. Failure to maintain adequate insurance will result in an additional automatic surcharge of 15% to the total equipment charge and Customer shall remain subject to the Loss/Damages provisions herein whether insured or not.

LOSS/DAMAGES: Customer shall be responsible for all loss or damage to rented goods occurring in excess of ordinary wear and tear, or by theft or fault, negligence or shortages up to the full replacement value of the goods. Lessor's pick-up receipt for rental goods shall not be construed as Lessor's final clearance to Customer. Customer may be invoiced separately for loss or damages to goods.

OPERATION/INSPECTION: Customer agrees to operate the equipment in accordance with the manufacturer's manuals and instructions. Customer further agrees to place a competent operator in charge of the equipment. The operator shall be responsible for conducting a personal inspection of the equipment to reveal any apparent defects in the equipment and shall immediately notify Lessor of such defects to allow for repair or replacement of the equipment at Lessor's sole discretion. Customer shall operate the equipment at Customer's own risk.

SERVICE/MAINTENANCE: Customer shall be responsible for all fuel and add oils necessary to operate the equipment, and to check same daily to ensure proper operation of the equipment. Normal equipment maintenance is completed after 250 hours of running time, which can be provided by Lessor/Supplier for an additional charge. For rentals, Lessor shall have the right to enter the premises where the rental equipment is located and be given free access thereto and afforded necessary services and facilities for safely and readily inspecting it. Lessor reserves the right to conduct equipment maintenance if Customer has not completed maintenance by a qualified individual. Customer expressly agrees to maintain rental equipment and return it in the same condition as when received, normal wear and tear accepted, or to pay for any repairs that may be necessary, including cleaning.

WARRANTY: EXCEPT FOR WRITTEN WARRANTIES ON GOODS SOLD, LESSOR/SUPPLIER MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

subject to future appropriations and
INDEMNIFICATION: TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS LESSOR/SUPPLIER FROM AND AGAINST ANY AND ALL POTENTIAL CLAIMS, LIABILITIES, DEMANDS, SUITS, JUDGMENTS, AND THE ASSOCIATED COSTS AND EXPENSE (INCLUDING REASONABLE ATTORNEYS' FEES), WHICH LESSOR/SUPPLIER MAY INCUR, BECOME RESPONSIBLE FOR OR PAY OUT AS A RESULT OF DEATH OR PERSONAL INJURY TO ANY PERSON OR DESTRUCTION OR DAMAGE TO ANY PROPERTY, CAUSED IN WHOLE OR IN PART, BY THE OPERATION, MAINTENANCE, HANDLING OR TRANSPORTATION OF THE EQUIPMENT, LOSS OF USE, BUSINESS INTERRUPTION OR EXTRA EXPENSE DUE TO EQUIPMENT BREAKDOWN WHILE IN THE CUSTOMER'S CARE, CUSTODY OR CONTROL, OR WHILE IT IS BEING USED FOR CUSTOMER'S WORK.* THESE PROVISIONS SHALL SURVIVE TERMINATION OR EXPIRATION OF THE CONTRACT.

LIMITATION OF LIABILITY: LESSOR/SUPPLIER LIABILITY, IF ANY, SHALL BE LIMITED TO THE VALUE OF THIS CONTRACT OR \$100, WHICHEVER IS GREATER. UNDER NO CIRCUMSTANCES SHALL LESSOR/SUPPLIER BE LIABLE TO CUSTOMER OR ANY THIRD-PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

DEFAULT/DAMAGES: If Customer is in breach of or default in any terms and conditions of this Contract, Lessor/Supplier may terminate this Contract and without demand or notice take immediate possession of, and remove any or all of, the equipment and return it to Lessor's/Supplier's facility, without liability for damages in trespass or otherwise, and without thereby waiving any claim Lessor/Supplier may have against Customer. Customer shall be responsible for all direct and indirect costs along with general and consequential damages, including reasonable attorney's fees and court costs, from Customer's breach of or default in any of the terms and conditions of this Contract.

JURISDICTION/VENUE: This Contract shall be governed by the laws of the State of New Jersey, without regard to its principles of conflicts of laws. Any action against Lessor/Supplier shall be filed in the Federal or State Courts of the State of New Jersey. Lessor/Supplier, at its option, may prosecute collections where debts accrue.

WAIVER: Lessor's/Supplier's waiver of any right under this agreement shall not affect future application of any such provision or any other provision.

SEVERABILITY: The provisions of this contract shall be severable so that the invalidity, unenforceability or waiver of any provision shall not affect the remaining provisions.

****except when arising out of the supplier's own negligence, strict liability, breach of contract or intentional acts.**

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2015 – 051

By: Mr. Carbone

AN ORDINANCE AUTHORIZING THE SALE AT PUBLIC AUCTION OF CERTAIN OBSOLETE AND SURPLUS VEHICLES NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE, 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 Police and Service Departments of the City of Strongsville have two (2) obsolete and surplus vehicles, as described in Exhibit "A", a copy of which is attached hereto and incorporated herein by reference, which are unfit for public use by reason of obsolescence or as surplus items, and are no longer needed for any municipal purpose; and further finds that it will be in the best interests of the City that such vehicles be sold at a public auction.

Section 2. That, pursuant to Article IV, Section 3(e) of the City Charter, the Mayor and Director of Finance be and are hereby authorized and directed to sell such vehicles at public auction.

Section 3. That the Director of Finance and the Mayor are authorized to retain the services of the Greater Cleveland Auto Auction to effectuate the sale of all such vehicles for auction; and the Director of Finance and Mayor are further authorized and directed to execute all documents and perform all acts required to complete the auction and the sale of the auctioned vehicles.

Section 4. That any proceeds of sale shall be deposited into the General Fund and the Street, Construction, Maintenance & Repair Fund; and any funds required for the purposes of this Ordinance have been appropriated and shall be paid from the General Fund and the Street, Construction, Maintenance & Repair Fund.

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

Section 6. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that the immediate sale of such obsolete and surplus vehicles is necessary in order to provide needed storage space for the Police and Service Departments, and to conserve public funds. Therefore, provided

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2015 – 051
Page 2

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. 2015-051 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

Two Vehicles going to GCAA

1997 Ford F-350 (#497)

Vin# 1FDKF38F9VEA90143

2003 Ford Expedition (#2003)

Vin# 1FMPU16LX3LB19392

EXHIBIT A

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2015 - 052

By: Mr. Carbone

A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS FOR THE PURCHASE OF VEHICLE AND EQUIPMENT TIRES AND RELATED TIRE SERVICES TO BE USED BY THE SERVICE DEPARTMENT OF THE CITY OF STRONGSVILLE.

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

Section 1. That the Mayor be and is hereby authorized to advertise for bids for the purchase of vehicle and equipment tires and related tire services to be used by the Service Department of the City of Strongsville, in accordance with specifications on file in the office of the Director of Public Service, which are in all respects hereby approved.

Section 2. That the funds for the purposes of this Resolution have been appropriated and shall be paid from the Street Construction, Maintenance and Repair Fund; General Fund; Emergency Vehicle Fund; Fire Levy Fund; Multi-Purpose Complex Fund; and Sanitary Sewer Fund.

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

Section 4. That this Resolution shall take effect and be in force immediately upon its passage and approval by the Mayor.

President of Council
Approved: _____
Mayor

Date Passed: _____ Date Approved: _____

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

Attest: _____
Clerk of Council

RES
ORD. No. 2015-052 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2015 - 053

By: Mr. Carbone

A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS FOR THE PURCHASE AND REPLACEMENT OF A MECHANICAL BAR SCREEN ASSEMBLY WITH ACCESSORIES AND WASHER COMPACTOR, ALL TO BE INSTALLED AT WASTEWATER TREATMENT PLANT "B" IN THE CITY OF STRONGSVILLE.

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

Section 1: That the Mayor be and is hereby authorized to advertise for bids for the purchase and replacement of a mechanical bar screen assembly with accessories and a washer compactor, all to be installed at Wastewater Treatment Plant "B", in accordance with specifications on file in the office of the Director of Public Service, which are in all respects hereby approved.

Section 2: That the funds for the purposes of this Resolution have been appropriated and shall be paid from the Sanitary Sewer Fund.

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

Section 4: That this Resolution shall take effect and be in force immediately upon its passage and approval by the Mayor.

President of Council
Approved: _____
Mayor

Date Passed: _____ Date Approved: _____

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

Attest: _____
 Clerk of Council
RES
ORD. No. 2015-053 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2015 - 054

By: Mr. Carbone

A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS FOR THE PURCHASE OF ASPHALT MATERIALS FOR USE BY THE SERVICE DEPARTMENT OF THE CITY OF STRONGSVILLE.

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

Section 1. That the Mayor be and is hereby authorized to advertise for bids for the purchase of asphalt materials for use during 2015 and 2016 by the Service Department of the City of Strongsville, in accordance with specifications on file in the office of the Director of Public Service, which are in all respects hereby approved.

Section 2. That the funds for the purposes of this Resolution have been appropriated for 2015 and shall be paid from the Street Construction, Maintenance and Repair Fund.

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

Section 4. That this Resolution shall take effect and be in force immediately upon its passage and approval by the Mayor.

President of Council
Approved: _____
Mayor

Date Passed: _____ Date Approved: _____

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

Attest: _____
Clerk of Council

RES
 ORD. No. 2015-054 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2015 – 055

By: Mayor Perciak and Mr. Southworth

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO ANOTHER NON-EXCLUSIVE RENTAL/ OCCUPANCY AGREEMENT WITH THE STRONGSVILLE LACROSSE ASSOCIATION ON A LIMITED BASIS FOR 2015, FOR THE CITY'S FOOTBALL FIELDS LOCATED ON LUNN ROAD IN THE CITY OF STRONGSVILLE.

WHEREAS, the City of Strongsville had previously purchased some twenty-five (25) acres of land located on Lunn Road near 21255 Lunn Road, primarily for purposes of a recreational park and recreational fields, and has expended sufficient sums to develop part of said land into a regulation game field and an adjacent practice field for football play by youth of the Strongsville community; and

WHEREAS, through adoption of Ordinance Nos. 2009-081 and 2014-126, the City entered into successive non-exclusive Lease Agreements with the Strongsville Football League, Inc. for lease of such premises and fields for periods of five (5) years each; and

WHEREAS, the Strongsville Lacrosse Association (SLA), is a Strongsville community-based nonprofit, volunteer organization that offers Strongsville residents a lacrosse program for boys and girls in grades 3 through 12; and further which views its mission to be using the game of lacrosse as a vehicle for teaching life lessons to the youth of Strongsville, regardless of skill level; and

WHEREAS, through adoption of Ordinance Nos. 2012-030, 2013-071 and 2014-015, this Council authorized the Mayor to enter into various successive limited, non-exclusive Rental/Occupancy Agreements with the Strongsville Lacrosse Association; and

WHEREAS, SLA again desires to occupy and play its games on the City football fields on a limited and non-exclusive basis for 2015; and

WHEREAS, the City welcomes this effort to provide the children and families of Strongsville a safe and rewarding youth lacrosse experience; and

WHEREAS, the parties, therefore, now desire to enter into another limited Rental/Occupancy Agreement for 2015 to be authorized in accordance with Strongsville Codified Ordinance 264.02.

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

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2015 – 055
PAGE 2

Section 1. That this Council finds and determines that the premises owned by the City and located on Lunn Road, Strongsville, Ohio, and described in Exhibits A and B attached hereto, are not needed entirely for municipal public use; and authorizes and directs the Mayor to enter into another limited, non-exclusive Rental/Occupancy Agreement with the Strongsville Lacrosse Association for 2015, and upon the other terms and conditions set forth in the Rental/Occupancy Agreement, attached hereto and designated Exhibit 1, which is approved in all respects.

Section 2. That to the extent any funds will be required for the implementation of this Ordinance, such will be paid from the Multi-Purpose Complex Fund (Ehrnfelt Center).

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

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

 President of Council

Approved: _____
 Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
 Clerk of Council

ORD. No. 2015-055 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

RENTAL/OCCUPANCY AGREEMENT

THIS RENTAL/OCCUPANCY AGREEMENT is made effective the ____ day of _____, 2015, by and between **THE CITY OF STRONGSVILLE, OHIO**, a municipal corporation organized and existing pursuant to law and located at 16099 Foltz Parkway, Strongsville, Ohio 44149 (hereinafter "City") and **STRONGSVILLE LACROSSE ASSOCIATION**, c/o Geoff Belz, an Ohio nonprofit limited liability company, qualified as a 501(c)(3) nonprofit organization and located at 20703 Pembroke Oval, Strongsville, Ohio 44149 (hereinafter called "SLA" or "Tenant").

WITNESSETH:

WHEREAS, the City of Strongsville had previously purchased some twenty-five (25) acres of land located on Lunn Road near 21255 Lunn Road, primarily for purposes of a recreational park and recreational fields, and has expended sufficient sums to develop part of said land into a regulation game field and an adjacent practice field for football play by youth of the Strongsville community; and

WHEREAS, through adoption of Ordinance Nos. 2009-081 and 2014-126, the City entered into successive non-exclusive Lease Agreements with the Strongsville Football League, Inc. for lease of such premises and fields for periods of five (5) years each; and

WHEREAS, the Strongsville Lacrosse Association, is a Strongsville community-based nonprofit, volunteer organization that offers Strongsville residents a lacrosse program for boys and girls in grades 3 through 12; and further which views its mission to be using the game of lacrosse as a vehicle for teaching life lessons to the youth of Strongsville, regardless of skill level; and

WHEREAS, through adoption of Ordinance Nos. 2012-030, 2013-071 and 2014-015, Council authorized the Mayor to enter into various successive limited, non-exclusive Rental/Occupancy Agreements with the SLA; and

WHEREAS, SLA again desires to occupy and play its games on the City football fields on a limited and non-exclusive basis for 2015; and

WHEREAS, the City welcomes this effort to provide the children and families of Strongsville a safe and rewarding youth lacrosse experience.

NOW, THEREFORE, the parties, in consideration of the above, and the following agreements, covenants and representations, agree that:

1. DESCRIPTION AND RENTAL OF PREMISES

The City hereby rents to Tenant for limited occupancy, and Tenant hereby rents from City, certain premises situated on Lunn Road near 21255 Lunn Road, in the City of Strongsville, County of Cuyahoga, and State of Ohio and commonly known as the "City of Strongsville Football Fields," as reflected on the drawing attached as Exhibit A, which is made a part hereof (hereinafter the "Premises").

2. TERM

2.1 Term

The term of this Rental/Occupancy shall commence March 30, 2015 and end at midnight June 2, 2015, with the football fields (other than practices) only being occupied for home games on the specific dates indicated on the attached Exhibit C incorporated herein.

2.2 Termination

Tenant hereby acknowledges that the City may, at any time, and without cause, terminate this Agreement upon thirty (30) days written notice. The City will make every good faith effort to apprise Tenant of its intentions at the earliest possible date, but reserves the right to terminate this Agreement within its sole discretion.

2.3. Holding Over

If Tenant holds over in possession of the Premises after the expiration date of the term of this Rental Agreement, and no new agreement is executed, the City shall have the option of (i) renewing this Rental Agreement for an additional term of one (1) year, or (ii) considering Tenant a month-to-month tenant, in either event under the same conditions, other than term, as are provided in this Agreement and then in effect, including rent; or (iii) declaring Tenant in Default. The City may exercise its option to renew this Agreement as provided above by giving Tenant notice thereof as provided in this Agreement within thirty (30) days after commencement of Tenant's holding over in possession. If the City fails to give such notice within the time provided therefore, a month-to-month tenancy shall be deemed to have been created.

3. RENT

3.1 Basic Rent

Tenant agrees to pay to the City as rental for the term of this Rental/Occupancy the sum of Ten and No/100 Dollars (\$10.00), per game date for a total of Ninety and No/100 Dollars (\$90.00), payable in full and in advance on March 30, 2015.

3.2 Additional Rent

As additional rent, Tenant agrees to contribute an amount reasonably determined by the Director of Recreation, but not to exceed the sum of \$1,000.00, payable to the City of Strongsville, for the costs of the initial set-up/painting of the field and maintenance of the painting throughout the season. In addition and included in such amount, is the cost of re-seeding the area in front of the two goals.

3.3 Effect of Increase in the City's Insurance Premiums

(a) If the City's expense for insurance premiums relating to the Premises is increased over that for the period immediately prior to the commencement of the original term of this Agreement by reason of Tenant's use of the Premises, then the rental shall be increased over the amounts otherwise provided for in this Agreement by the amount of such increase in premiums over the premium paid by the City immediately prior to the entry of Tenant into possession of the Premises.

(b) Upon receipt of each premium notice, the City shall prepare and render to Tenant a statement for the amount of additional rent to be paid to the City hereunder. Such amount shall be payable within fifteen (15) days after such statement shall have been rendered.

3.4 Method of Payment

All Basic Rent payments shall be made payable to the City of Strongsville and shall be sent to the City of Strongsville, 16099 Foltz Parkway, Strongsville, Ohio 44149, Attention: Finance Department, unless the City shall direct otherwise by notice to Tenant.

4. POSSESSION

Tenant may enter into possession and occupancy of the Premises on the commencement date of the Term.

5. CONDITION OF PREMISES, REPAIRS, ALTERATIONS AND MAINTENANCE

5.1 Condition of Premises at Commencement of Term

Tenant has examined the Premises, knows their condition and accepts the Premises in their present condition. Tenant acknowledges that the City has made no representations to Tenant as to the condition of the Premises prior to or at the execution of this Agreement, and has promised no repairs or alterations thereto.

5.2 Repairs and Maintenance

(a) The City shall have sole responsibility, at its expense, but within its sole discretion, to repair and maintain the Premises, including but not limited to lining and reasonable maintenance of the football game field, plus all driveways, sidewalks, parking areas or other paved areas servicing the Premises. City shall also, at its sole expense, keep all walks, driveways, sidewalks, parking areas or other paved areas servicing the Premises free of excessive snow, ice, water, rubbish and dirt and other natural or artificial accumulations.

(b) City shall perform such repairs and maintenance thereon as may be reasonably necessary within its sole discretion to maintain such areas in a clean, safe, serviceable and sound condition, and to comply with the laws, ordinances and regulations of all authorities which have jurisdiction over the Premises.

5.3 Condition of Premises at Termination of Agreement

Upon the expiration or other termination of this Agreement, Tenant shall remove its goods and effects and those of all persons claiming under it from the Premises, and shall deliver and yield the Premises to the City in as good repair and condition as the Premises were at the commencement of the term of this Agreement, reasonable wear and tear excepted.

6. UTILITIES

The City shall pay all charges for the use of sewers, water, light, fuel or other utilities relating to the Premises, if any.

7. INSURANCE AND INDEMNIFICATION

7.1 Public Liability Insurance

Tenant shall obtain, at its expense, effective as of the commencement of its right to occupy the Premises, and will maintain so long as Tenant continues to occupy or rent any part of the Premises, complete comprehensive, general liability insurance, under which the City will be named as an additional insured, the policy or policies to be in such form and issued by such company or companies as are satisfactory to the City, in the sum of One Million Dollars (\$1,000,000.00) in the event of injury to one person or damage to property and Two Million Dollars (\$2,000,000.00) in the event of injuries to more than one person or damage to property arising out of each occurrence for which a claim for damages may result. Said policy or policies, or a copy or copies thereof, or a certificate or certificates thereof, will be deposited with the City together with evidence of payment of the premiums thereon, within thirty (30) days after their issuance.

7.2 Fire, Extended Coverage and Similar Coverages

If insurance coverage of all or any part of the Premises against loss or damage by fire, lightning, such perils as are at this time comprehended within the term "Extended Coverage," vandalism, malicious mischief, boiler and risk form, such perils as are included in the "Superior Form" of policy as issued by the Factory Insurance Association, Improved Risk Mutual, or similar organization, war risk, floods, earthquakes, rent insurance, etc., should be desired by the City, such insurance shall be obtained and maintained at the sole responsibility and expense of Tenant. If such additional insurance coverage is required by the City, Tenant will be notified consistent with Section 15 of this Agreement.

7.3 Indemnification

Tenant will defend, indemnify, and hold harmless the City, its agents, employees and individual board and Council members from any and all claims, liabilities, demands, costs, expenses, damage or loss to persons (including loss of life) or property which may arise from the use of the Premises or from the conduct or management of or from anything done in or about the Premises by or on behalf of Tenant or any employee, agent, invitee, or licensee of Tenant, together with all costs, expenses and attorneys' fees incurred by the City in connection with any such claim, demand, or legal proceeding arising therefrom and brought against the City. The foregoing will also include, but not be limited to, any such damage or loss caused by Tenant itself or its officers, agents, representatives, guests or invitees.

8. USE

8.1 General

(a) Tenant's times and schedule of specific use shall be on a non-exclusive basis and specifically designated by the City through its Director of Recreation & Senior Services; provided, however, that scheduling of games and practice sessions shall be afforded to the Tenant in order to attempt to accommodate the Tenant's needs over any other potential users or occupiers. The foregoing is subject, however, to City Recreation Department programs which will always take precedence with regard to

scheduling; and also to the fact that the City's Recreation Department reserves the right to alter, modify, supplement, amend and revise schedules, rules and regulations within its sole discretion.

(b) Tenant shall occupy and use the Premises for recreational purposes only and for no other purpose, and in a careful, safe and proper manner, and shall not commit or suffer any waste therein. Tenant shall not occupy or use the Premises for any unlawful purpose, in violation of any lawful covenant or condition of record restricting the use of the Premises, or in any way that would increase or cause foreseeable harm or injury to others. In its occupation and use of the Premises, Tenant shall comply with all laws, ordinances, rules, regulations, requirements and orders of all governmental authorities having jurisdiction over the Premises.

(c) If any such authority notifies the City of a violation of any such law, ordinance or regulations, the City shall notify Tenant thereof, and Tenant shall have ten (10) days following such notice to correct such violations. Failure by Tenant so to act within such ten (10) day period shall constitute a default for the purpose of this Agreement.

(d) All excise taxes, license fees and charges for permits which may arise from the use or operation of the Premises or the conduct of any business thereon shall be payable by Tenant, and Tenant shall save the City harmless from all liability therefor.

8.2 Alterations and Improvements

(a) Tenant shall not be permitted under any circumstances to make alterations or improvements to the Premises.

(b) The City may make such alterations and additions affecting the Premises as it might desire, provided that the same shall not materially impair Tenant's use of the Premises consistent with this Agreement.

8.3 Other Conditions

(a) The dimensions of the game field will be slightly different from a regulation lacrosse field due to safety concerns (see attached Exhibit B for the dimensions and layout).

(b) The City will have the sole discretion to cancel games or practices due to field conditions; with such information disseminated through the City's rain-out number (440-580-3102).

(c) Practices are permissible on the fields behind the football fields.

(d) SLA will finance all of its operating costs including, but not limited to any necessary equipment, uniforms or referee fees and costs of marketing and fundraising efforts on its own and without any assistance from the City of Strongsville.

9. DEFAULT

9.1 Events Constituting Default

For the purpose of this Agreement, "default" shall mean any of the following events: (a) abandonment of the Premises by Tenant, or (b) failure by Tenant to pay any installment of rent or other money or obligations within ten (10) days after the City shall have given Tenant written notice that such rent or other obligation is past due, or (c) failure by Tenant to perform or observe any other covenant or agreement under this Agreement, which failure shall continue uncured for a period of thirty (30) days after

delivery to Tenant of written notice thereof, or (d) Tenant's permitting the Premises to be vacant or unoccupied for more than thirty (30) consecutive days.

9.2 Effect of Default

In the event of default, the City may at its option (a) terminate this Agreement, or, without terminating this Agreement, terminate Tenant's right to possession of the Premises under this Agreement, (b) re-enter the Premises with or without process of law, using such force as may be necessary and remove all persons and chattels therefrom and the City shall not be liable for damages or otherwise by reason of such re-entry, (c) cure any default relating to the condition of the Premises and obtain reimbursement of expenses therefor from Tenant, or (d) employ any other remedy provided by law. The foregoing remedies may be exercised individually or cumulatively at the option of the City, and the exercise of any one shall not be deemed a waiver of the City's right to exercise one or more additional remedies. Except as provided in this Agreement, Tenant waives the necessity of demand for rent and any other demand or notice that may now or thereafter be required by any statute, regulation or decision for the maintenance by City of any action in forcible entry and detainer. The commencement of such an action by the City shall for the purpose of this Agreement be equivalent to the City's exercise of its right to re-enter the Premises.

9.3 Waiver or Default

No waiver of any condition or covenant of this Agreement by the City or Tenant shall be construed as constituting a waiver of any subsequent breach of any such condition or covenant, or as justification or authorization for the breach or any other covenant or condition of this Agreement; nor shall the acceptance of rent by the City at a time when Tenant is in default under any covenant or condition of this Agreement be construed as a waiver of such default or any of the City's rights, including, but not limited to, the right to terminate this Agreement on account of such default or as an estoppel against the City, or be construed as an amendment to this Agreement or as a waiver by the City of any other right created herein or by law in favor of the City and against Tenant on account of such default.

10. MECHANICS' LIENS

The Tenant shall not permit any mechanics', laborers', materialmens' or other liens to stand against the Premises for any labor, machinery or materials furnished or claimed to have been furnished in connection with the work of any character performed or claimed to have been performed on, or pertaining to the Premises solely for Tenant or under Tenant's control, whether such work was performed or materials furnished prior to or subsequent to the commencement of the term of this Agreement. If any such lien shall be filed or shall attach, the Tenant shall promptly either pay the same or procure the discharge thereof by giving security or in such other manner as is required or permitted by law. If Tenant fails to do so within thirty (30) days after receiving written notice from the City, the City may procure the discharge of such lien, by payment or otherwise, and may recover all costs and expenses of so doing from Tenant. Moreover, Tenant shall defend, indemnify and hold harmless the City from and against all claims, demands and legal proceedings on account of such furnishing or claimed furnishing of labor, machinery, material and fuel, and shall directly pay or reimburse the City for all costs and expenses thereof, including, but not limited to, attorneys' fees (to the extent permitted by law), bond premiums and court costs.

11. QUIET ENJOYMENT

Upon Tenant's paying the rent, and performing and observing the agreements and conditions on its part to be performed and observed, Tenant shall and may peaceably and quietly have, hold, and enjoy the Premises during the term of this Rental/Occupancy Agreement on a non-exclusive basis and subject to the City's scheduling of its use, but otherwise without interference by the City or anyone claiming by, through or under the City. However, the City shall not be liable for any damage or interference with use occasioned by or from (a) any gas, water or other pipes bursting or leaking, or (b) water, snow or ice on the Premises.

12. RIGHT OF ENTRY

The City, its agents and employees shall have the right, at all reasonable times during the term of this Rental/Occupancy, to enter the Premises to view and inspect the same and to perform any work therein which may be required or permitted of the City hereunder; provided, however, that the City, its agents and employees shall in exercising such right not unreasonably interfere with Tenant's use of the Premises. The City also shall have the right to use or arrange for use of the Premises by others when it is not in use by Tenant.

13. ASSIGNMENT, SUBLEASE AND CHANGE OF ORGANIZATION

13.1 Assignment and Sublease

Tenant shall not assign this Rental/Occupancy or any of its benefits or burdens under this Agreement, or sublet all or any part of the Premises, or permit all or any part of the Premises to be used or occupied by others unless Tenant first obtains the City's prior written consent, which the City may, in its discretion, withhold for any reason or none at all.

13.2 Change of Organization of Tenant

Tenant shall not terminate its existence, change its form of organization or permit the change of identity of its principal officers or the transfer of all, or substantially all of its assets without first having obtained the City's written consent. The City shall not unreasonably withhold such consent, and shall be deemed to consent to any change in officer status or otherwise resulting from the death or long-term disability of any officer or trustee of Tenant.

14. NOTICES

All notices to the City
shall be sent to:

The City of Strongsville
18100 Royalton Road
Strongsville, Ohio 44136
Attention: Bryan V. Bogre, Director
of Recreation & Senior Services
(With a copy to the Law Director)

All notices to the Tenant
shall be sent to:

Strongsville Lacrosse Association
c/o Geoff Belz
20703 Pembroke Oval
Strongsville, Ohio 44149

Either party may at any time change the address to which notice shall be sent by advising the other party in writing of such a change. Notice shall be deemed given if sent by certified mail, postage prepaid, return receipt requested, and any such notice shall be deemed given when mailed as provided in this Section.

15. PARTIES BOUND AND BENEFITED

This Agreement shall bind and benefit the parties hereto, their successors and permitted assigns. The words "City" and "Tenant" in this Agreement shall be construed to include the corporations and/or entities named herein as City and Tenant, respectively, and their respective successors and permitted assigns. This Section shall not be construed to abridge, modify or remove the prohibitions or restrictions on assignment, subleasing, permission to occupy or similar acts contained elsewhere in this Agreement.

16. RELATIONSHIP OF THE PARTIES

Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, or any relationship between the parties hereto other than that of City and Tenant.

17. ONLY AGREEMENT

This instrument contains the entire and only agreement between the parties, and neither party has made any representations or warranties other than those contained herein. It shall not be modified in any way except by a writing signed by both parties and approved in accordance with law.

18. CAPTIONS

The captions utilized as headings for the various articles and sections of this Agreement are used only as a matter of convenience for reference, and are not to be considered a part of this Agreement nor to be used in determining the intent of the parties to this Agreement.

19. GOVERNING LAW

The validity and construction of this Agreement shall be governed by the law of the State of Ohio, where the Premises are located.

20. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, the City and Tenant have caused this Rental/Occupancy Agreement to be executed by their duly authorized officers on the dates written below.

Witnesses:

CITY OF STRONGSVILLE

By: _____

Thomas P. Perciak

Its: Mayor _____

Date: _____

Approved for form:

By: _____

Law Director

STRONGSVILLE LACROSSE ASSOCIATION

(an Ohio Non-Profit Limited Liability Co.)

By: _____

Geoff Belz

Its: President _____

Date: _____

STATE OF OHIO)
) ss
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named **CITY OF STRONGSVILLE**, by Thomas P. Perciak, its Mayor, who acknowledged that he did sign the foregoing instrument and that the same is his free and voluntary act and deed as Mayor, and the free and voluntary act and deed of said municipal corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Strongsville, Ohio, this ____ day of _____, 2015.

Notary Public

Youth and High School Men's Lacrosse Field of Play

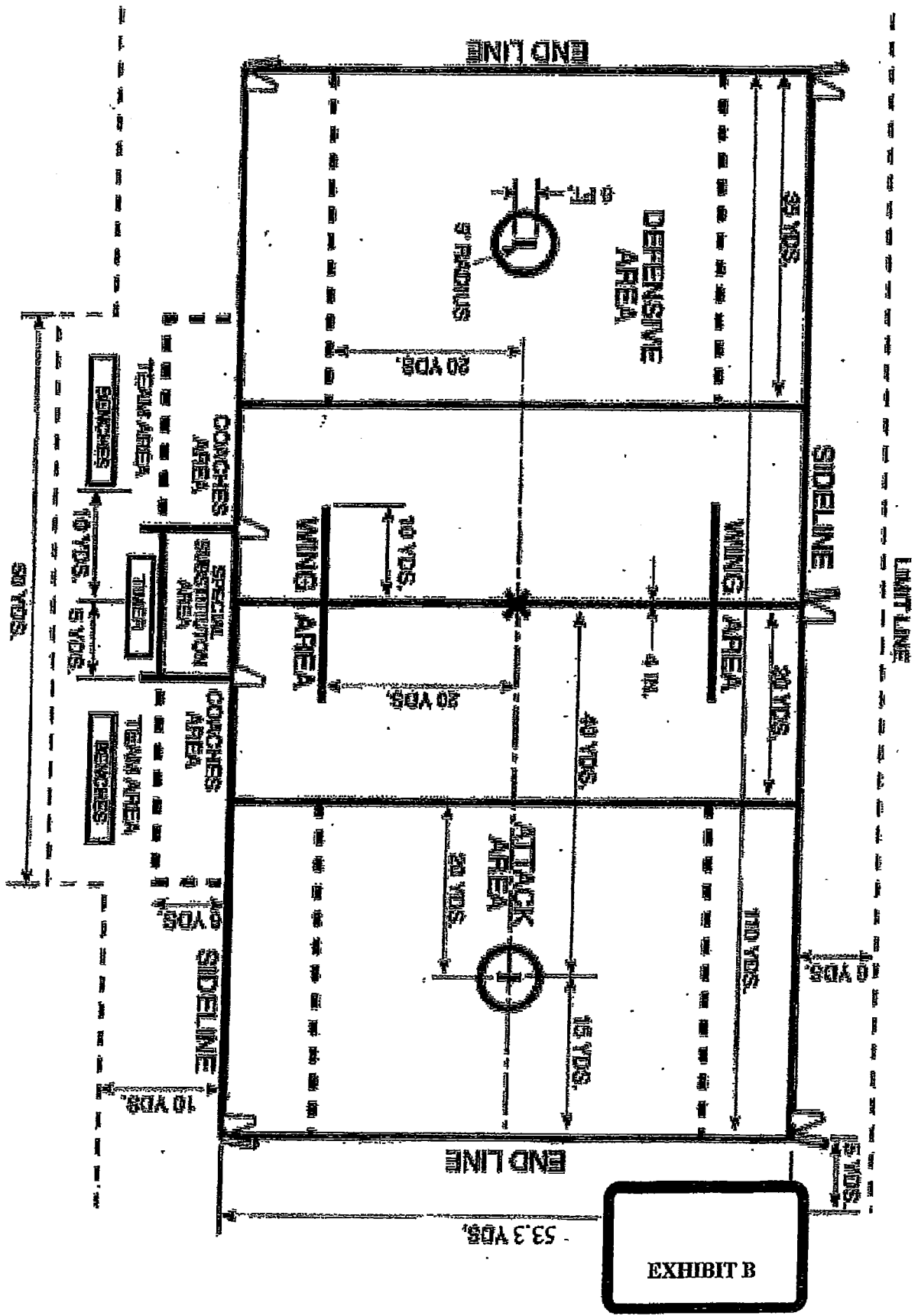


EXHIBIT B



2015 Strongsville Girls Youth Lacrosse Schedule

<u>Date</u>	<u>Opponent</u>	<u>Location</u>	<u>Time</u>
March 1st (Scrimmage)	Olmsted Falls	NR FIELDHOUSE	12:00 YTH & MS
March 14 th (Scrimmage)	Revere	TBD INDOOR	10:00 YTH & 11:00 MS
April 13th	Medina	AWAY	6:00 YTH & 7:00 MS
April 15th	Bay Village	HOME	6:00 YTH & 7:00 MS
April 17th	Olmsted Falls	AWAY	6:00 YTH & 7:00 MS
April 19th	Brecksville	AWAY	9:30 MS ONLY
April 20th	Wadsworth	AWAY	6:00 YTH & 7:00 MS
April 21st	Hudson	AWAY	6:00 YTH Only
April 22nd	Bay Village	AWAY	6:00 YTH & 7:00 MS
April 29th	Revere	HOME	6:00 YTH & 7:00 MS
April 30th	Rocky River	AWAY	6:00 YTH & 7:00 MS
May 5th	Hudson	HOME	6:00 YTH Only
May 7th	Wadsworth	HOME	6:00 YTH & 7:00 MS
May 8th	Wooster	AWAY	6:00 YTH & 7:00 MS
May 12 th	Rocky River	HOME	6:00 YTH & 7:00 MS
May 14th	Hudson	AWAY	6:00 MS Only
May 19th	Kenston	AWAY	6:00 YTH & 7:00 MS
May 21st	Olmsted Falls	HOME	6:00 YTH & 7:00 MS
May 22nd	Medina	HOME	6:00 YTH & 7:00 MS

The Boys Lacrosse Team will be utilizing the Youth Park Field on April 18, April 19, May 13 and May 16, 2015.

Tournaments

Medina Baggotaway

Hudson LAXFEST

Ohio Girls Lacrosse Championships

April 25th YTH & April 26th MS

May 2nd YTH & May 3rd MS

May 16th

EXHIBIT C