

City of Strongsville

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

June 11, 2015

City Council

Michael J. Daymut
President of Council
Ward 1

Matthew A. Schonhut
Ward 2

James E. Carbone
Ward 3

J. Scott Maloney
Ward 4

Joseph C. DeMio
At-Large

Kenneth M. Dooner
President Pro Tem
At-Large

Duke Southworth
At-Large

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

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

MEETING NOTICE

City Council has scheduled the following meetings for **Monday, June 15, 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 Ordinance Nos. 2015-087, 2015-109, 2015-110, 2015-114 and 2015-115 and Resolution Nos. 2015-111 and 2015-116.

Public Safety and Health Committee will meet to discuss Ordinance Nos. 2015-117 and 2015-118.

Finance Committee will meet to discuss Resolution No. 2015-119.

Recreation and Community Services Committee will meet to discuss Resolution No. 2015-120.

Economic Development Committee will meet to discuss Ordinance No. 2015-121.

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, JUNE 15, 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 – June 1, 2015*
6. APPOINTMENTS, CONFIRMATIONS, AWARDS AND RECOGNITION:
 - Southwest Community Health Foundation will award Mayor Perciak for 25 years of service with the hospital.
7. REPORTS OF COUNCIL COMMITTEE:
 - SOUTHWEST GENERAL HEALTH SYSTEM – Mr. Southworth:
 - SCHOOL BOARD – Mr. Carbone:
 - BUILDING AND UTILITIES – Mr. Schonhut:
 - COMMUNICATIONS AND TECHNOLOGY – Mr. Schonhut:
 - ECONOMIC DEVELOPMENT – Mr. Daymut:
 - FINANCE – Mr. Dooner:
 - PLANNING, ZONING AND ENGINEERING – Mr. Maloney:
 - PUBLIC SAFETY AND HEALTH – Mr. DeMio:
 - PUBLIC SERVICE AND CONSERVATION – Mr. Carbone:
 - *Motion to note and approve the owner's designation of wishes for interments in the Strongsville Municipal Cemetery, Section E, Lot # 101, Grave A.*
 - RECREATION AND COMMUNITY SERVICES – Mr. Southworth:
 - COMMITTEE-OF-THE-WHOLE – Mr. Daymut:

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

- MAYOR PERCIAK:
- FINANCE DEPARTMENT:
- LAW DEPARTMENT:

9. AUDIENCE PARTICIPATION:

10. ORDINANCES AND RESOLUTIONS:

- Ordinance No. 2015-087 by Mr. Maloney. A RESOLUTION CONFIRMING PLANNING COMMISSION APPROVAL OF THE FINAL SITE PLAN FOR A PORCH ADDITION AND PARKING LOT ADDITION FOR A RESTAURANT AND OFFICE, AND APPROVAL OF SUCH USES IN A HISTORICAL BUILDING FOR PROPERTY LOCATED AT 14217 MILL HOLLOW LANE (PPN 399-05-007), IN THE CITY OF STRONGSVILLE. *First reading 05-04-15. Second reading 05-18-15.*
- Ordinance No. 2015-109 by Mayor Perciak and Mr. Maloney. AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT A GRANT OF EASEMENT FOR THE PURPOSES OF CONSTRUCTING, RECONSTRUCTING, MAINTAINING, OPERATING, USING, REPAIRING AND REPLACING A SANITARY SEWER SYSTEM WITH A PUMP STATION AND APPURTENANCES, FROM SPYGLASS HILL HOMEOWNERS' ASSOCIATION, IN CONNECTION WITH THE WEST 130TH PUMP STATION PROJECT, AND DECLARING AN EMERGENCY. *First reading and referred to Planning Commission 06-01-15. Favorable recommendation from Planning Commission 06-11-15.*
- Ordinance No. 2015-110 by Mayor Perciak and Mr. Maloney. AN ORDINANCE ACCEPTING FOR RECORDING PURPOSES ONLY THE PLAT OF EDGEBROOK SUBDIVISION PHASE 2, IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY. *First reading 06-01-15.*
- Resolution No. 2015-111 by Mayor Perciak and Mr. Maloney. A RESOLUTION DECLARING THE INTENT OF THE COUNCIL OF THE CITY OF STRONGSVILLE TO ACCEPT FOR DEDICATION CERTAIN STREETS WITHIN EDGEBROOK SUBDIVISION PHASE 2, IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY. *First reading 06-01-15.*
- Ordinance No. 2015-114 by Mayor Perciak and Mr. Maloney. AN ORDINANCE ENACTING NEW SECTIONS 1242.07(b)(4) AND 1258.03(a)(3)(A)(10), OF TITLE SIX OF PART TWELVE-PLANNING AND ZONING CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE IN ORDER TO ESTABLISH REGULATIONS FOR BREWPUBS AND MICROBREWERIES, AND DECLARING AN EMERGENCY. *First reading and referred to Planning Commission 06-01-15. Favorable recommendation from Planning Commission 06-11-15.*

- Ordinance No. 2015-115 by Mr. Maloney. AN ORDINANCE AUTHORIZING, RATIFYING AND DIRECTING THE MAYOR TO ISSUE AND APPROVE CHANGE ORDER NO. 1 FOR AN INCREASE IN THE CONTRACT PRICE IN ACCORDANCE WITH THE PROVISIONS OF THE CONTRACT BETWEEN THE CITY OF STRONGSVILLE AND KONSTRUCTION KING, INC., IN CONNECTION WITH THE PAVEMENT RECONSTRUCTION PROGRAM FOR 2015, WITHOUT FURTHER PUBLIC BIDDING, AND DECLARING AN EMERGENCY.
- Resolution No. 2015-116 by Mr. Maloney. A RESOLUTION CONFIRMING PLANNING COMMISSION APPROVAL OF THE FINAL SITE PLAN FOR THE REPLACEMENT OF TWELVE (12) ANTENNAS AND INSTALLATION OF ONE (1) OVP BOX ON A TELECOMMUNICATIONS TOWER ON PROPERTY LOCATED AT 15639 ROYALTON ROAD (PPN 399-02-005) IN THE CITY OF STRONGSVILLE.
- Ordinance No. 2015-117 by Mayor Perciak and Mr. DeMio. AN ORDINANCE AMENDING SECTION 2 OF ORDINANCE NO. 2014-186 IN ORDER TO AMEND THE NOT TO EXCEED CONTRACT PRICE WITH TAC COMPUTER, INC. TO PROVIDE FOR ADDITIONAL COMPUTER SOFTWARE AND MAINTENANCE SERVICES FOR THE STRONGSVILLE POLICE AND FIRE DEPARTMENTS, INCLUDING THE CITY'S REGIONAL PUBLIC SAFETY DISPATCH CENTER, FOR THE REMAINDER OF 2015, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.
- Ordinance No. 2015-118 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF STRONGSVILLE AND THE STRONGSVILLE FIREFIGHTERS ASSOCIATION, IAFF LOCAL 2882, TO MODIFY CERTAIN PROMOTIONAL PROCEDURES FOR FIRE DEPARTMENT PERSONNEL, AND DECLARING AN EMERGENCY.
- Resolution No. 2015-119 by Mayor Perciak and All Members of Council. A RESOLUTION DECLARING IT NECESSARY TO LEVY AN ADDITIONAL 1.0 MILL TAX FOR THE PURPOSE OF GENERAL CONSTRUCTION, RECONSTRUCTION, RESURFACING AND REPAIR OF STREETS, ROADS AND BRIDGES PURSUANT TO SECTION 5705.19(G) OF THE OHIO REVISED CODE, REQUESTING THE COUNTY FISCAL OFFICER TO CERTIFY THE TOTAL CURRENT TAX VALUATION OF THE CITY AND THE DOLLAR AMOUNT OF REVENUE THAT WOULD BE GENERATED BY THAT TAX LEVY, AND DECLARING AN EMERGENCY.
- Resolution No. 2015-120 by Mayor Perciak and Mr. Southworth. A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS FOR REMOVAL AND REPLACEMENT OF EXISTING ROOFING OVER THE FITNESS AREA, LOCKER ROOMS AND ADMINISTRATIVE OFFICES AT THE CITY OF STRONGSVILLE WALTER F. EHRNFELT RECREATION & SENIOR CENTER.
- Ordinance No. 2015-121 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO AGREE AND CONSENT TO A RENEWAL OF THE CUYAHOGA COUNTY BUSINESS RETENTION AND ATTRACTION PROTOCOL WITH SUPPLEMENTAL LETTER, IN THE INTEREST OF REGIONAL COLLABORATION TO PROMOTE ECONOMIC DEVELOPMENT.

11. COMMUNICATIONS, PETITIONS AND CLAIMS:

- Application for Permit: NEW-C1-C2: To: *Deli Plus, LLC.; 9080 Pearl Road, Strongsville, Ohio 44136 (Responses must be postmarked no later than 06/22/2015).*

12. MISCELLANEOUS BUSINESS:

13. ADJOURNMENT:

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2015 – 087

By: Mr. Maloney

A RESOLUTION CONFIRMING PLANNING COMMISSION APPROVAL OF THE FINAL SITE PLAN FOR A PORCH ADDITION AND PARKING LOT ADDITION FOR A RESTAURANT AND OFFICE, AND APPROVAL OF SUCH USES IN A HISTORICAL BUILDING FOR PROPERTY LOCATED AT 14217 MILL HOLLOW LANE (PPN 399-05-007), IN THE CITY OF STRONGSVILLE.

WHEREAS, Miss Hickory's Tea Room submitted a final site plan to the Planning Commission for approval of a porch addition and parking lot addition for a restaurant and office in a historical building, for property located at 14217 Mill Hollow Lane (PPN 399-05-007), zoned Public Facilities, and approval of such uses in a designated Historical Building pursuant to Strongsville Codified Ordinances Section 1256.08; and

WHEREAS, the Planning Commission approved said final site plan at its meeting of April 23, 2015, subject to certain conditions.

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

Section 1. That this Council does hereby confirm the approval of the City's Planning Commission of the final site plan submitted by Miss Hickory's Tea Room, for approval of a porch addition and parking lot addition for a restaurant and office in a historical building, for property located at 14217 Mill Hollow Lane (PPN 399-05-007), subject to all of the conditions established by the Planning Commission.

Section 2. That this Council does further hereby confirm the approval of the City's Planning Commission of these uses for a restaurant and office in a designated Historical Building under Strongsville Codified Ordinances Section 1256.08.

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

CITY OF STRONGSVILLE, OHIO
RESOLUTION NO. 2015 - 087
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President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
Clerk of Council

RES.
ORD. No. 2015-087 Amended: _____
1st Rdg. 5/4/15 Ref: _____
2nd Rdg. 05/18/15. Ref: _____
3rd Rdg. _____ Ref: _____

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

RECEIVED

APR 24 2015

CITY OF STRONGSVILLE
CITY COUNCIL

MEMORANDUM

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

FROM: Carol Oprea, Administrative Assistant, Boards & Commissions

SUBJECT: Referrals to Council

DATE: April 24, 2015

Please be advised that at its meeting of April 23, 2015, the Strongsville Planning Commission gave Favorable Recommendation to the following;

AT & T/ Laura Tworzydlo, Agent

Site Plan approval for the replacement of 3 antennas and an antenna mount with 3 new antennas and a new mount for the AT & T co-location on an existing telecommunications tower located at 15639 Royalton Road, PPN 399-02-005 zoned Public Facility.

MISS HICKORY'S TEA ROOM/ Joseph Butvin, Principal

Site Plan approval of a porch addition and parking lot addition for a restaurant and office in a Historical Building for property located at 14217 Mill Hollow Lane, PPN 399-05-007 zoned Public Facility, **subject to the report of the Building Department.**

EDGEBROOK SUBDIVISION/ Dan Bailey, Agent

Final Subdivision Plan approval of the Edgebrook Subdivision Phase 2 consisting of 42 Cluster Sublots; property located on the north side of Westwood Drive, across from Hollo Oval, PPN 392-24-002, 006 zoned RT-C **subject to the report of the Engineering Department and subject to clearing title and filing the assignment document for the sanitary sewer.**

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2015 – 109

By: Mayor Perciak and Mr. Maloney

AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT A GRANT OF EASEMENT FOR THE PURPOSES OF CONSTRUCTING, RECONSTRUCTING, MAINTAINING, OPERATING, USING, REPAIRING AND REPLACING A SANITARY SEWER SYSTEM WITH A PUMP STATION AND APPURTENANCES, FROM SPYGLASS HILL HOMEOWNERS' ASSOCIATION, IN CONNECTION WITH THE WEST 130TH PUMP STATION PROJECT, AND DECLARING AN EMERGENCY.

WHEREAS, the City finds it necessary to expand the current West 130th Street Pump Station; and

WHEREAS, in order to expand the Pump Station, it is necessary to obtain an additional Grant of Easement from the Spyglass Hill Homeowners' Association, on property known as being Permanent Parcel No. 399-32-010; and

WHEREAS, pursuant to Article IV, Section 5(g) of the City Charter, at its meeting of _____, the Planning Commission of the City of Strongsville gave a _____ recommendation on obtaining the easement.

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

Section 1. That the Council hereby authorizes the Mayor to accept a Grant of Easement from Spyglass Hill Homeowners' Association for the purposes of constructing, reconstructing, maintaining, operating, using, repairing and replacing a sanitary sewer system with a pump station and appurtenances on property located in the Spyglass Hill Subdivision and further known as Permanent Parcel No. 399-32-010, as more fully set forth in Exhibit 1, attached hereto and made a part hereof by reference.

Section 2. That the Clerk of Council is hereby directed to cause the aforesaid easement to be recorded in the office of the Cuyahoga County Fiscal Officer after its execution and upon receipt of evidence of title satisfactory to the Law Director.

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

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2015 - 109
PAGE 2

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 necessary to obtain the aforesaid easement in order to improve the sanitary sewer system of the City and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

First reading: June 1, 2015. Referred to Planning Commission
 Second reading: _____
 Third reading: _____ Approved: _____
 Public Hearing: _____

 President of Council Approved: _____
 Mayor

Date Passed: _____ Date Approved: _____

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

Attest: _____
 Clerk of Council

ORD. No. 2015-109. Amended: _____
 1st Rdg. 06/01/15 Ref: PC/PZE.
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2015 – 109

By: Mayor Perciak and Mr. Maloney

AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT A GRANT OF EASEMENT FOR THE PURPOSES OF CONSTRUCTING, RECONSTRUCTING, MAINTAINING, OPERATING, USING, REPAIRING AND REPLACING A SANITARY SEWER SYSTEM WITH A PUMP STATION AND APPURTENANCES, FROM SPYGLASS HILL HOMEOWNERS' ASSOCIATION, IN CONNECTION WITH THE WEST 130TH PUMP STATION PROJECT, AND DECLARING AN EMERGENCY, **AS AMENDED**.

WHEREAS, the City finds it necessary to expand the current West 130th Street Pump Station; and

WHEREAS, in order to expand the Pump Station, it is necessary to obtain an additional Grant of Easement from the Spyglass Hill Homeowners' Association, on property known as being Permanent Parcel No. 399-32-010; and

WHEREAS, pursuant to Article IV, Section 5(g) of the City Charter, at its meeting of **June 11, 2015**, the Planning Commission of the City of Strongsville gave a **favorable** recommendation on obtaining the easement.

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

Section 1. That the Council hereby authorizes the Mayor to accept a Grant of Easement from Spyglass Hill Homeowners' Association for the purposes of constructing, reconstructing, maintaining, operating, using, repairing and replacing a sanitary sewer system with a pump station and appurtenances on property located in the Spyglass Hill Subdivision and further known as Permanent Parcel No. 399-32-010, as more fully set forth in Exhibit 1, attached hereto and made a part hereof by reference.

Section 2. That the Clerk of Council is hereby directed to cause the aforesaid easement to be recorded in the office of the Cuyahoga County Fiscal Officer after its execution and upon receipt of evidence of title satisfactory to the Law Director.

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

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2015 - 109
PAGE 2

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 necessary to obtain the aforesaid easement in order to improve the sanitary sewer system of the City and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

First reading: June 1, 2015. Referred to Planning Commission
 Second reading: _____ June 2, 2015.
Favorable recommendation by PC
 Third reading: _____ Approved: 06/11/15.
 Public Hearing: _____

 President of Council
 Approved: _____
 Mayor

Date Passed: _____ Date Approved: _____

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

Attest: _____
 Clerk of Council

ORD. No. 2015-109. Amended: _____
 1st Rdg. 06/01/15. Ref: PC/PZE
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

**GRANT OF EASEMENT
FOR
SANITARY SEWER SYSTEM PURPOSES**

This Easement Grant is made between **SPYGLASS HILL HOMEOWNERS' ASSOCIATION**, a non-profit corporation, along with its successors and assigns (hereinafter referred to as the "Grantor"), located at P.O. Box 360183, Strongsville, Ohio 44136, and the **CITY OF STRONGSVILLE**, a municipal corporation, located at 16099 Foltz Parkway, Strongsville, Ohio 44149, with its successors and assigns (hereinafter referred to as the "Grantee" or "City").

WHEREAS, the Grantor is the owner in fee simple of certain real estate located in the City of Strongsville, Ohio and known as Permanent Parcel No. 399-32-010; and

WHEREAS, the Grantee-City is proposing to construct or cause to be constructed, a sanitary sewer system and appurtenances which will include on the subject property approximately ten (10) linear feet of 10" forcemain, sanitary sewer pipe, a pump station and various other appurtenances, on land to be dedicated to public use as an easement; and

WHEREAS, the Grantor wishes to grant and the Grantee wishes to accept a permanent and perpetual easement for the purposes of constructing, reconstructing, maintaining, operating, using, repairing and replacing a sanitary sewer system and appurtenances within, across, through and under Grantor's property and within the Easement area;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and for other good and valuable consideration, the receipt of which is hereby acknowledged, the following grants, agreements, and covenants are made:

The Grantor hereby gives, grants, bargains and conveys to the Grantee, its successors and assigns a perpetual easement and right to enter upon the premises described in Exhibit "A", and reflected in the map marked as Exhibit "B", attached hereto and incorporated herein by reference, and to remove and/or replace trees and

other items where necessary for the purposes of constructing, reconstructing, maintaining, operating, using, repairing and replacing a sanitary sewer system, and to make all repairs to such sanitary sewer system connected therewith, in, into, upon, over, across and under the Easement area, that in the opinion of the proper local authorities of the City of Strongsville, its successors or assigns, may be necessary or advisable, in order to maintain or operate said sanitary sewer system in accordance with the ordinances, rules and regulations for the management and protection of such systems of said City of Strongsville, now in force or that may hereafter be adopted.

The Grantor and Grantee further, in consideration of the acceptance of the easement by the City of Strongsville above mentioned, do hereby agree that Grantee shall construct and install said sanitary sewer system in accordance with the plans and specifications to be approved by the City Engineer and in accordance with the provisions, rules, regulations and requirements of the City of Strongsville; and further agree that Grantee shall pay the entire cost of said construction and installation of said sanitary sewer system. Said sanitary sewer system shall be and become the property of the City of Strongsville, its successors or assigns upon completion and approval by the City of Strongsville, its successors or assigns.

Grantor acknowledges and agrees that Grantee shall not be obligated to maintain landscaping and/or lawn areas within the easement area.

The Grantor hereby restricts said premises within the limits of the above-described easement against the construction thereon of any temporary or permanent structures.

The Grantor agrees to keep the premises free of materials, equipment, vehicles, trees, shrubbery, and any other obstructions which would interfere with Grantee's access to or maintenance of the sanitary sewer system. Grantor further agrees to make no alterations to the premises which would increase or reduce the depth of the sanitary sewer system.

If the Grantor, its successors or assigns desires to alter the premises in any way other than as expressly permitted herein, it must obtain the prior written approval of the Grantee. Upon receipt of such approval, the Grantor shall, at its own expense, relocate or reconstruct all or any portion of the sanitary sewer system which is affected by such alteration and, where necessary, grant a new easement of not less than the width of this easement under the same terms and conditions as herein provided. The relocated or reconstructed sanitary sewer system, upon completion and approval by the Grantee, shall become the property of the City of Strongsville.

Grantor hereby indemnifies and guarantees to save harmless the City of Strongsville against any expense or damage to said sanitary sewer system that said Grantor and its successors or assigns may at any time cause by the installation, construction, reconstruction, maintenance, repair, or other use of Premises within the limits of the above-described easement.

If the Grantor violates any of the provisions of this easement, the Grantee, at the expense of the Grantor, may enter upon the premises and make such alterations as are necessary to bring the premises into compliance with the provisions of this easement.

The Grantor hereby reserves the right to use the premises for such use as is not expressly prohibited by or inconsistent with the terms of this easement.

The Grantor covenants with the Grantee that it is well-seized of the premises as a good and indefeasible estate in fee simple, and has the right to grant and convey the premises in the manner and form above written. The Grantor further covenants that it will warrant and defend the premises with the appurtenances thereunto belonging to the City of Strongsville against all lawful claims and demands whatsoever for the purposes described herein, including all liens and encumbrances whatsoever.

This easement shall inure to the benefit of any person, firm or corporation who the City of Strongsville, its successors and assigns, shall authorize to undertake the performance of work within the purpose of this easement.

The parties hereto agree that this Grant of Easement embodies the complete understanding of the parties, and that no changes in this Agreement shall be made unless such changes are in writing, approved and subscribed by the parties hereto or their appropriate legal representatives, successors and assigns in accordance with law..

This Grant of Easement shall be binding upon and inure to the benefit of the parties, their respective heirs, legal representatives, successors and assigns.

TO HAVE AND TO HOLD the above granted easement, rights of way and sanitary sewer system and appurtenances for the purposes above mentioned unto the City of Strongsville, its successors and assigns forever.

IN WITNESS WHEREOF, this instrument is executed this 18th day of May, 2015.

Signed and acknowledged in the presence:

Lee Deery

"GRANTOR"
SPYGLASS HILL HOMEOWNERS'
ASSOCIATION
(an Ohio non-profit corporation)

By: Danny F. Ecker

Its: PRESIDENT SPYGLASS Hill
HOA

"GRANTEE"
CITY OF STRONGSVILLE

By: Thomas P. Perciak
Thomas P. Perciak
Its: Mayor

STATE OF OHIO)
) ss.
COUNTY OF CUYAHOGA)

Before me, a Notary Public in and for said County and State, personally appeared the above-named **SPYGLASS HILL HOMEOWNERS' ASSOCIATION**, an Ohio non-profit corporation, by Danny Fasa its President - HOA, who acknowledged that he/she did sign the foregoing instrument, and that the same is his/her free and voluntary act and deed as such officer and the free and voluntary act and deed of said non-profit corporation.

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal at Strongsville, Ohio, this 18th day of May, 2015.

Carol M. Oprea
Notary Public
CAROL M. OPREA
Notary Public - State of Ohio
Recorded in Cuyahoga County
My Comm. Expires July 15, 2016



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 the free and voluntary act and deed of said municipal corporation, and his free and voluntary act and deed as such officer.

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

Notary Public

HOFMANN - METZKER, INC.

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

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

City Of Strongsville

DESCRIPTION
Easement Spyglass Hill HOA Property
EXHIBIT "A"

2-09-2015

Situated in the City of Strongsville, County of Cuyahoga, State of Ohio and known as being part of Block "H" in the Spyglass Hill Subdivision as shown by the recorded plat in Vol. 232, Page 58 of Cuyahoga County Records, of part of Original Strongsville Township Lot No.2, and further bounded and described as follows:

Beginning at the Southeast corner of said O.L. No. 2, said point being on the centerline of West 130th Street (80');

Thence South 88 degrees 11 minutes 49 seconds West, a distance of 40.00 feet to a point on the Westerly right of way line of W. 130th Street and also the Southeasterly corner of said Block "H";

Thence North 00 degrees 01 minutes 19 seconds East along said Westerly Right of way line, a distance of 20.01 feet to the northerly line of an existing 20 feet wide sewer easement as shown on said plat of Spyglass Hill Subdivision and the principal place of beginning;

Thence South 88 degrees 11 minutes 49 seconds West along said Northerly line of the existing sewer easement, a distance of 46.02 feet to a point;

Thence North 00 degrees 01 minute 19 seconds East and parallel with said Westerly right of way line, a distance of 22.01' to a point;

Thence North 88 degrees 11 minutes 49 seconds East and parallel with said Northerly line of the existing easement, a distance of 46.02 feet to a point on said Westerly right of way line;

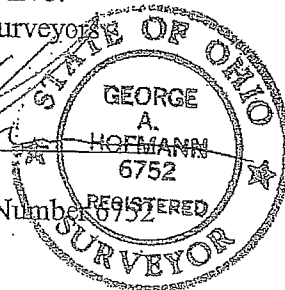
Thence South 00 degrees 01 minute 19 seconds West along said westerly right of way line, a distance of 22.01 feet to the principal place of beginning .

The basis of bearings is the centerline of West 130th Street in O.L. No. 2, bearing North 00 degrees 01 minutes 19 seconds East. The courses used in this description are used to indicate angles only.

Distances are given in feet and decimal parts thereof.

HOFMANN-METZKER, INC.
Registered Professional Surveyors

By: *[Signature]*
George A. Hofmann
Registered Surveyor Number 6752



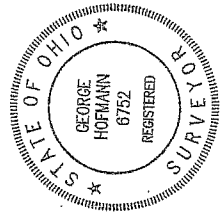
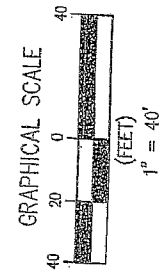
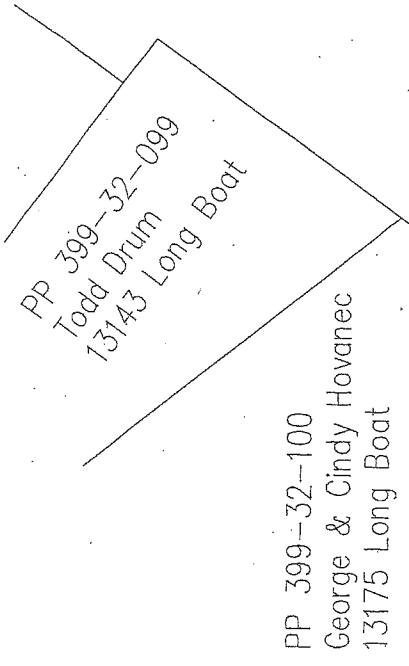
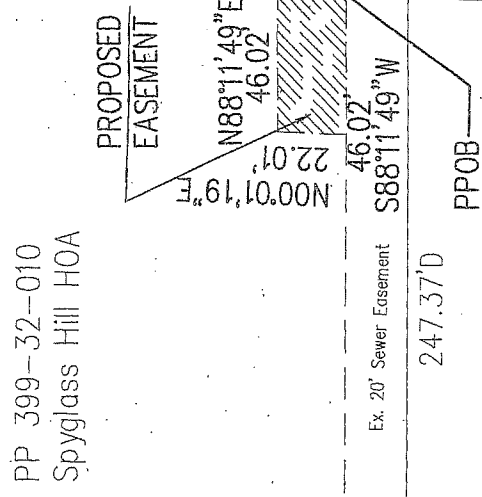
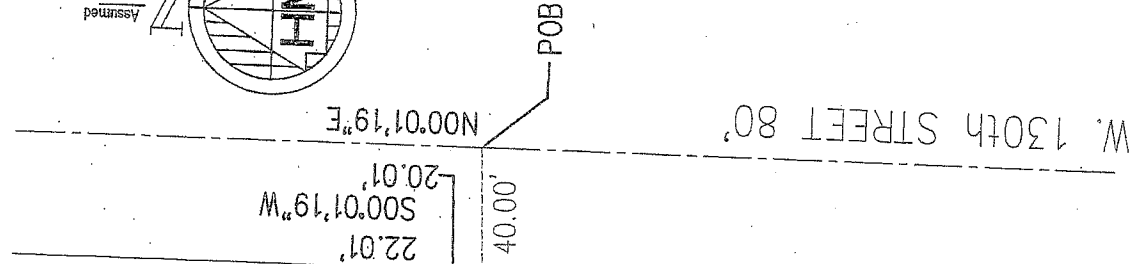
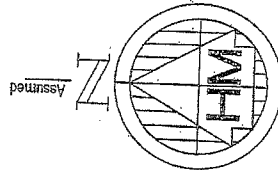


EXHIBIT "B"

MAP MADE TO ACCOMPANY

LEGAL DESCRIPTION OF EASEMENT
MADE AT THE INSTANCE OF
THE CITY OF STRONGSVILLE
OF PART ORIGINAL STRONGSVILLE TOWNSHIP LOT No. 2
NOW IN THE CITY OF STRONGSVILLE, COUNTY OF
CUYAHOGA, STATE OF OHIO

HOFMANN-METZKER, INC.
Registered Professional Surveyors
24 Beech ST - Berea, Ohio 44017
(440) 234-7650 - Fax (440) 234-7351

BY: *[Signature]*
Registered Surveyor #6752
George A. Hofmann

CITY OF STRONGSVILLE
OFFICE OF THE COUNCIL

MEMORANDUM

TO: Planning Commission
FROM: Tiffany Mekeel, Assistant Clerk of Council
DATE: June 2, 2015
SUBJECT: Referral from Council: Ordinance No. 2015-109

At its regular meeting of June 1, 2015, City Council referred the following Ordinance to the Planning Commission for its report and recommendation thereon:

Ordinance No. 2015-109 by Mayor Perciak and Mr. Maloney. AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT A GRANT OF EASEMENT FOR THE PURPOSES OF CONSTRUCTING, RECONSTRUCTING, MAINTAINING, OPERATING, USING, REPAIRING AND REPLACING A SANITARY SEWER SYSTEM WITH A PUMP STATION AND APPURTENANCES, FROM SPYGLASS HILL HOMEOWNERS' ASSOCIATION, IN CONNECTION WITH THE WEST 130TH PUMP STATION PROJECT, AND DECLARING AN EMERGENCY.

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

TAM
Attachment

MEMORANDUM

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

FROM: Carol Oprea, Administrative Assistant, Boards & Commissions

SUBJECT: Referrals to Council

DATE: June 12, 2015

Please be advised that at its meeting of June 11, 2015, the Strongsville Planning Commission gave Favorable Recommendation to the following;

ARMELLI-HARLEY/ Joseph Armelli/Principal

- a) Modification pursuant to Codified Ordinance Section 1228.01(i), to permit a Subdivision without Sanitary Sewers.
- b) Subdivision of PPN's 394-07-002 and 003 located at 18179 Marks Road zoned General Industrial.

FIBER TECHNOLOGIES NETWORKS/ Kate Smith, Agent

Site Plan approval for the installation of a Dual Band Omni Antenna, a Universal Broadband Enclosure, two Radio Heads, a Coyote, for the co-location on an existing AT & T power pole located near 15650 Pearl Road in the public right-of-way, PPN 393-27-017 zoned Public Facility. **ARB Favorable Recommendation 6-9-15.*

FIBER TECHNOLOGIES NETWORKS/ Kate Smith, Agent

Site Plan approval for the installation of a Dual Band Omni Antenna, a Universal Broadband Enclosure, two Radio Heads, a Coyote, for the co-location on an existing AT & T power pole located near 15906 Pearl Road in the public right-of-way, PPN 397-09-006 zoned General Business. **ARB Favorable Recommendation 6-9-15.*

SOUTHPARK MALL/ Bill Aftoora, Agent

Amendment to the Master Sign Program for SouthPark Mall adding (4) signs (B57, B58, B59 and B60) for the Brew Garden, property located at 16555 SouthPark Center, PPN 396-25-001 zoned Shopping Center. *ARB Favorable Recommendation 5/19/15.*

ORDINANCE NO. 2015-109:

An Ordinance authorizing the Mayor to accept a Grant of Easement for the purposes of constructing, reconstructing, maintaining, operating, using, repairing and replacing a Sanitary Sewer System with a Pump Station and Appurtenances, from Spyglass Hill Homeowner's Association, in connection with the West 130th Pump Station Project and Declaring an Emergency.

ORDINANCE NO. 2015-114:

An Ordinance enacting New Sections 1242.07(B)(4) and 1258.03(A)(3)(A)(10), of Title Six of Part Twelve-Planning and Zoning Code of the Codified Ordinances of the City of Strongsville in order to establish regulations for Brew Pubs and Microbreweries, and Declaring an Emergency.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2015 – 110

By: Mayor Perciak and Mr. Maloney

AN ORDINANCE ACCEPTING FOR RECORDING PURPOSES ONLY THE PLAT OF EDGEBROOK SUBDIVISION PHASE 2, IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

WHEREAS, the plat of Edgebrook Subdivision Phase 2 is being submitted to this Council for review pursuant to Part Twelve of Title Four of the Codified Ordinances of the City of Strongsville, entitled "Subdivision Regulations"; and

WHEREAS, Edgebrook, LLC, the owner and developer of said Subdivision, has submitted the subdivision plat and tax split map (attached hereto as Exhibits "1" and "1A") to the Planning Commission of the City of Strongsville; and the Planning Commission approved the plat on April 23, 2015; and

WHEREAS, the Engineer of the City of Strongsville has reviewed the aforesaid plat and documents, and finds them in good order and has approved them, and recommends to Council that this subdivision be approved for recording purposes only; and

WHEREAS, this Council desires to approve the aforesaid plat for recording purposes only.

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

Section 1. That, pursuant to Section 1228.03 of the City of Strongsville, this Council hereby approves the form of security by the owner, and the terms and conditions of the Agreement between the City and the Owner, attached hereto as Exhibit "2"; and it is hereby determined that all of the improvements as shown on the improvement plans on file with the City Engineer and/or required by Section 1228.01 shall be installed in the manner required by the ordinances of the City on or before November 30, 2015.

Section 2. That the Mayor be and is hereby authorized to execute the aforesaid Agreement (Exhibit "2") and to do or delegate to appropriate officers and employees of the City the performance of all things necessary to implement and carry out such Agreement.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2015 – 110
Page 2

Section 3. That, subject to the aforesaid Agreement, the Council of the City of Strongsville does hereby approve the subdivision plat submitted by Edgebrook, LLC, owner of Edgebrook Subdivision Phase 2, in the City of Strongsville for recording purposes only.

Section 4. That the City Engineer be and is hereby authorized to accept the necessary plat and documents, which he shall keep on file on behalf of the City after recording with the Cuyahoga County Fiscal Officer. The Engineer is further directed to endorse on the recordation plat that the plat is to be recorded for recording purposes only, and not for dedication.

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 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 6. 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 promote economic development, and assure proper development of all lots and land within the City of Strongsville. 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	_____	_____

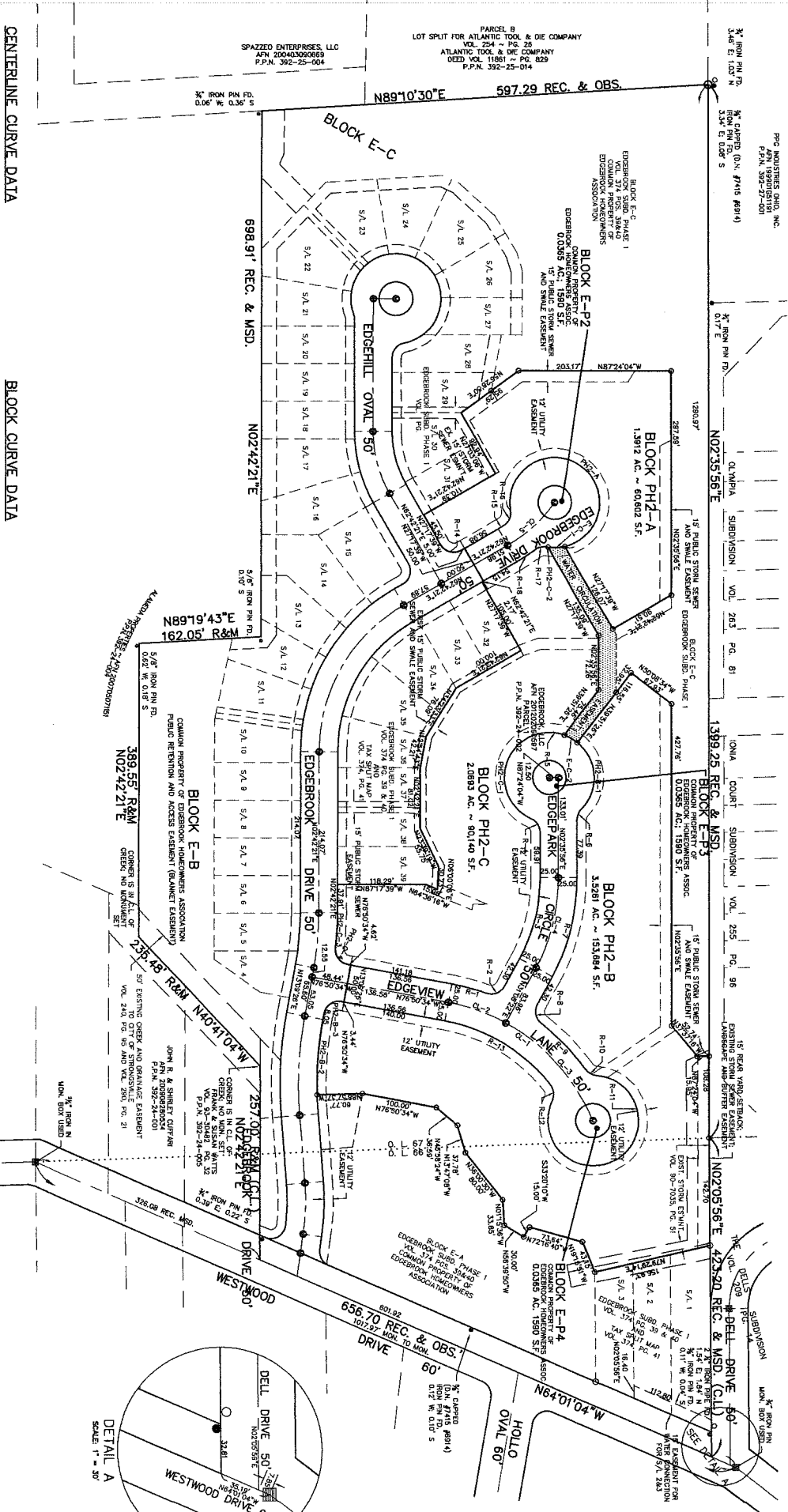
Attest: _____
 Clerk of Council

ORD. No. 2015-110. Amended: _____
 1st Rdg. 06/01/15 Ref: PZE
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

P&S SURVEYS, INC. NC
 6711 198th ST. NW
 FARMINGTON, MN 55425
 (763) 434-7200
 (763) 434-7201

PARCEL B
 LOT SPLIT FOR ATLANTIC TOOL & DIE COMPANY
 VOL. 254 ~ P. 28
 ATLANTIC TOOL & DIE COMPANY
 DEED VOL. 11861 ~ P. 829
 P.P.N. 392-25-014



CENTERLINE CURVE DATA

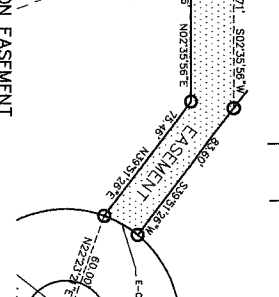
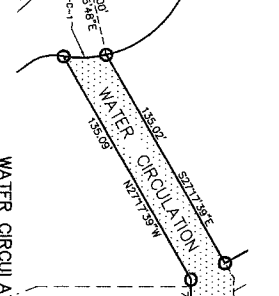
Station	Radius (R)	Chord (C)	Delta (Δ)	Delta/2 (Δ/2)	Offset (O)
1+00.00	200.00	100.00	90.00	45.00	10.00
1+20.00	200.00	100.00	90.00	45.00	10.00
1+40.00	200.00	100.00	90.00	45.00	10.00
1+60.00	200.00	100.00	90.00	45.00	10.00
1+80.00	200.00	100.00	90.00	45.00	10.00
2+00.00	200.00	100.00	90.00	45.00	10.00
2+20.00	200.00	100.00	90.00	45.00	10.00
2+40.00	200.00	100.00	90.00	45.00	10.00
2+60.00	200.00	100.00	90.00	45.00	10.00
2+80.00	200.00	100.00	90.00	45.00	10.00
3+00.00	200.00	100.00	90.00	45.00	10.00
3+20.00	200.00	100.00	90.00	45.00	10.00
3+40.00	200.00	100.00	90.00	45.00	10.00
3+60.00	200.00	100.00	90.00	45.00	10.00
3+80.00	200.00	100.00	90.00	45.00	10.00
4+00.00	200.00	100.00	90.00	45.00	10.00

RIGHT-OF-WAY CURVE DATA

Station	Radius (R)	Chord (C)	Delta (Δ)	Delta/2 (Δ/2)	Offset (O)
1+00.00	250.00	125.00	90.00	45.00	12.50
1+20.00	250.00	125.00	90.00	45.00	12.50
1+40.00	250.00	125.00	90.00	45.00	12.50
1+60.00	250.00	125.00	90.00	45.00	12.50
1+80.00	250.00	125.00	90.00	45.00	12.50
2+00.00	250.00	125.00	90.00	45.00	12.50
2+20.00	250.00	125.00	90.00	45.00	12.50
2+40.00	250.00	125.00	90.00	45.00	12.50
2+60.00	250.00	125.00	90.00	45.00	12.50
2+80.00	250.00	125.00	90.00	45.00	12.50
3+00.00	250.00	125.00	90.00	45.00	12.50
3+20.00	250.00	125.00	90.00	45.00	12.50
3+40.00	250.00	125.00	90.00	45.00	12.50
3+60.00	250.00	125.00	90.00	45.00	12.50
3+80.00	250.00	125.00	90.00	45.00	12.50
4+00.00	250.00	125.00	90.00	45.00	12.50

BLOCK CURVE DATA

Block	Station	Radius (R)	Chord (C)	Delta (Δ)	Delta/2 (Δ/2)	Offset (O)
E-C-1	1+00.00	100.00	50.00	90.00	45.00	5.00
	1+20.00	100.00	50.00	90.00	45.00	5.00
	1+40.00	100.00	50.00	90.00	45.00	5.00
	1+60.00	100.00	50.00	90.00	45.00	5.00
	1+80.00	100.00	50.00	90.00	45.00	5.00
	2+00.00	100.00	50.00	90.00	45.00	5.00
E-C-2	2+00.00	100.00	50.00	90.00	45.00	5.00
	2+20.00	100.00	50.00	90.00	45.00	5.00
	2+40.00	100.00	50.00	90.00	45.00	5.00
	2+60.00	100.00	50.00	90.00	45.00	5.00
	2+80.00	100.00	50.00	90.00	45.00	5.00
	3+00.00	100.00	50.00	90.00	45.00	5.00



REVISIONS:
 REV. 04-24-15
 EDGEMOOR SUBDIVISION PHASE 2
 SHEET 2 OF 2



Ex. 1

APPROVALS
 THIS PLAN APPROVED BY THE PLANNING COMMISSION OF THE CITY OF STROMSWILE OHIO THIS _____ DAY OF _____ 20____
 SECRETARY
 CHAIRMAN
 DIMMER

THE TAX SPLIT SHOWN ON THIS PLAN IS SUBJECT TO THE GOVERNMENT RESTRICTIONS AND EASEMENTS CONTAINED IN THE DECLARATION OF RESTRICTIONS, EASEMENTS AND EMBODIMENT IN VOLUME _____ PAGE _____ OF CUYAHOGA COUNTY RECORDS.
 FILE NO. _____ OF CUYAHOGA COUNTY RECORDS.

EASEMENTS. PART OF THIS MAP ARE SUBJECT TO A PUBLIC (U) HOIST LIFTWAY EASEMENT FROM THE RESULT OF THE CLEARING AND ELECTRIC LUMINATING COMPANY, THE COLUMBIA GAS COMPANY OF OHIO, A TEE CONNECTION AND VESTIBULE AS SHOWN IN THIS PLAN APPROVED BY THE ENGINEER OF THE CITY OF STROMSWILE OHIO THIS _____ DAY OF _____ 20____ DIMMER
 2. THE LANDS SHOWN HEREON ARE SUBJECT TO HEDENBROOK, OMAHA, SWALE, STORM AND SWALEMAN EASEMENTS, STATE, FEDERAL, AND OTHER EASEMENTS SHOWN HEREON AND EASEMENTS SHOWN ON MAPS AND RECORDS OF THE CUYAHOGA COUNTY RECORDS. RECORDED IN VOLUME _____ PAGE _____ OF THE CUYAHOGA COUNTY RECORDS.

BLOCKS PH2-A AND PH2-B AND PH2-C IN THE EDEBROOK SUBDIVISION PHASE 2

TAX SPLIT MAP OF
 BEING ALL OF BLOCKS PH2-A, PH2-B, AND PH2-C IN THE EDEBROOK SUBDIVISION PHASE 2, PART OF ORIGINAL STROMSWILE TOWNSHIP LOTS NO. 68, 69, 70, AND 71, IN THE EASTING AND SOUTHERLY CORNERS AND SPACE OF SECTION 10, TOWNSHIP 15 NORTH, RANGE 3 WEST, MERIDIAN 16 WEST, COUNTY OF CUYAHOGA AND STATE OF OHIO. PERMANENT MONUMENTS WERE FOUND ON 5/8" CARVED IRON PINS WERE SET AT ALL POINTS INDICATED ON THIS MAP. BEARINGS SHOWN ARE BASED ON WESTWOOD DRIVE BEARING N 64°04'04"W AND ARE USED TO DENOTE ANGLES ONLY. DISTANCES ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF. ALL OF WHICH WE CERTIFY TO BE CORRECT.
 REV. 03-04-03
 APRIL 2014
 SCALE 1" = 60'
 THE HENRY G. REITZ ENGINEERING COMPANY
 4244 RIVER DRIVE, CLEVELAND, OH 44133
 PHONE (216) 291-5833 FAX (216) 291-5839
 BR
 STUART W. SWALE, REG. SURVEYOR NO. 5-0293
 DATE _____

WE, THE UNDERSIGNED, THE OWNERS OF THE WITHIN PLATTED LAND, DO HEREBY ASSENT TO AND ADOPT THIS TAX SPLIT MAP. I HEREBY CERTIFY THAT THIS MAP IS TRUE AND CORRECT AND THAT THE SPLIT TAX SPLIT WAS AT OUR REQUEST AND APPROVE THE RECORDING THEREOF.
 EDEBROOK, LLC
 BY: DANIEL L. SWALE TITLE: PRES.
 BY: STUART W. SWALE TITLE: PRES.
 MY COMMISSION EXPIRES _____ MONDAY PUBLIC

COUNTY OF CUYAHOGA)
 STATE OF OHIO NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE PERSONALLY APPEARED EDEBROOK, LLC, BY DANIEL L. SWALE, WHO ACKNOWLEDGED THAT HE IS THE OWNER OF THE FOREGOING IN THE WITHIN PLATTED LAND AND THAT HE HAS THE RIGHT TO SET THE SPLIT TAX SPLIT AT THE END OF SAID LOTS.
 ON THIS _____ DAY OF _____ 20____

PARCEL B
 LOT SPLIT FOR ATLANTIC TOOL & DIE COMPANY
 VOL. 254-1-2 PG. 30
 ATLANTIC TOOL & DIE COMPANY
 DEED VOL. 1186-1-1 PG. 629
 P.P.N. 392-25-014

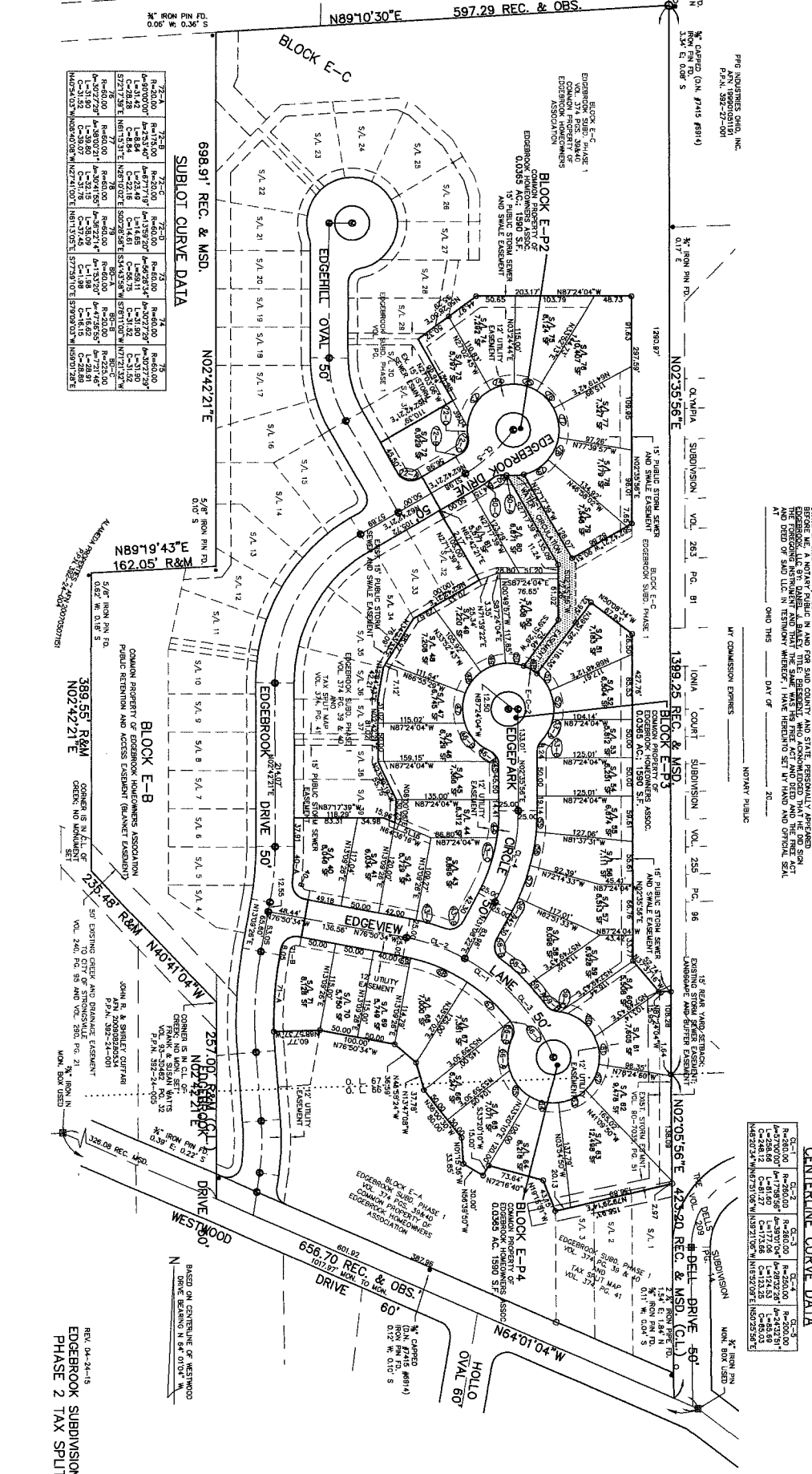
698.91' REC. & MSD.
 SUBLOT CURVE DATA

Station	Chord	Bearing	Curve Data
0+00	698.91	N02°42'21"E	R=127.26
0+00	698.91	N02°42'21"E	L=131.50
0+00	698.91	N02°42'21"E	E=100.00
0+00	698.91	N02°42'21"E	C=268.89
0+00	698.91	N02°42'21"E	M=131.50
0+00	698.91	N02°42'21"E	T=131.50
0+00	698.91	N02°42'21"E	P=131.50
0+00	698.91	N02°42'21"E	A=131.50
0+00	698.91	N02°42'21"E	D=131.50
0+00	698.91	N02°42'21"E	F=131.50
0+00	698.91	N02°42'21"E	G=131.50
0+00	698.91	N02°42'21"E	H=131.50
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0+00	698.91	N02°42'21"E	N=131.50
0+00	698.91	N02°42'21"E	O=131.50
0+00	698.91	N02°42'21"E	P=131.50
0+00	698.91	N02°42'21"E	Q=131.50
0+00	698.91	N02°42'21"E	R=131.50
0+00	698.91	N02°42'21"E	S=131.50
0+00	698.91	N02°42'21"E	T=131.50
0+00	698.91	N02°42'21"E	U=131.50
0+00	698.91	N02°42'21"E	V=131.50
0+00	698.91	N02°42'21"E	W=131.50
0+00	698.91	N02°42'21"E	X=131.50
0+00	698.91	N02°42'21"E	Y=131.50
0+00	698.91	N02°42'21"E	Z=131.50

369.55' REC. & MSD.
 SUBLOT CURVE DATA

Station	Chord	Bearing	Curve Data
0+00	369.55	N02°42'21"E	R=127.26
0+00	369.55	N02°42'21"E	L=131.50
0+00	369.55	N02°42'21"E	E=100.00
0+00	369.55	N02°42'21"E	C=268.89
0+00	369.55	N02°42'21"E	M=131.50
0+00	369.55	N02°42'21"E	T=131.50
0+00	369.55	N02°42'21"E	P=131.50
0+00	369.55	N02°42'21"E	A=131.50
0+00	369.55	N02°42'21"E	D=131.50
0+00	369.55	N02°42'21"E	F=131.50
0+00	369.55	N02°42'21"E	G=131.50
0+00	369.55	N02°42'21"E	H=131.50
0+00	369.55	N02°42'21"E	I=131.50
0+00	369.55	N02°42'21"E	J=131.50
0+00	369.55	N02°42'21"E	K=131.50
0+00	369.55	N02°42'21"E	L=131.50
0+00	369.55	N02°42'21"E	M=131.50
0+00	369.55	N02°42'21"E	N=131.50
0+00	369.55	N02°42'21"E	O=131.50
0+00	369.55	N02°42'21"E	P=131.50
0+00	369.55	N02°42'21"E	Q=131.50
0+00	369.55	N02°42'21"E	R=131.50
0+00	369.55	N02°42'21"E	S=131.50
0+00	369.55	N02°42'21"E	T=131.50
0+00	369.55	N02°42'21"E	U=131.50
0+00	369.55	N02°42'21"E	V=131.50
0+00	369.55	N02°42'21"E	W=131.50
0+00	369.55	N02°42'21"E	X=131.50
0+00	369.55	N02°42'21"E	Y=131.50
0+00	369.55	N02°42'21"E	Z=131.50

45-A
 45-B
 45-C
 45-D
 45-E
 45-F
 45-G
 45-H
 45-I
 45-J
 45-K
 45-L
 45-M
 45-N
 45-O
 45-P
 45-Q
 45-R
 45-S
 45-T
 45-U
 45-V
 45-W
 45-X
 45-Y
 45-Z
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 45-AC
 45-AD
 45-AE
 45-AF
 45-AG
 45-AH
 45-AI
 45-AJ
 45-AK
 45-AL
 45-AM
 45-AN
 45-AO
 45-AP
 45-AQ
 45-AR
 45-AS
 45-AT
 45-AU
 45-AV
 45-AW
 45-AX
 45-AY
 45-AZ



REC. 04-24-13
 EDEBROOK SUBDIVISION
 PHASE 2 TAX SPLIT

RECEIVED

APR 24 2015

CITY OF STRONGSVILLE
CITY COUNCIL

MEMORANDUM

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

FROM: Carol Oprea, Administrative Assistant, Boards & Commissions

SUBJECT: Referrals to Council

DATE: April 24, 2015

Please be advised that at its meeting of April 23, 2015, the Strongsville Planning Commission gave Favorable Recommendation to the following;

AT & T/ Laura Tworzydlo, Agent

Site Plan approval for the replacement of 3 antennas and an antenna mount with 3 new antennas and a new mount for the AT & T co-location on an existing telecommunications tower located at 15639 Royalton Road, PPN 399-02-005 zoned Public Facility.

MISS HICKORY'S TEA ROOM/ Joseph Butvin, Principal

Site Plan approval of a porch addition and parking lot addition for a restaurant and office in a Historical Building for property located at 14217 Mill Hollow Lane, PPN 399-05-007 zoned Public Facility, **subject to the report of the Building Department.**

EDGEBROOK SUBDIVISION/ Dan Bailey, Agent

Final Subdivision Plan approval of the Edgebrook Subdivision Phase 2 consisting of 42 Cluster Sublots; property located on the north side of Westwood Drive, across from Hollo Oval, PPN 392-24-002, 006 zoned RT-C **subject to the report of the Engineering Department and subject to clearing title and filing the assignment document for the sanitary sewer.**

SUBDIVISION IMPROVEMENTS SECURITY AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2015, by and between **EDGEBROOK, LLC**, an Ohio limited liability company, located at 3203 Oakwood Trail, Broadview Heights, Ohio 44147, hereinafter called the "Developer", and the **CITY OF STRONGSVILLE**, a municipal corporation of the State of Ohio, located at 16099 Foltz Parkway, Strongsville, Ohio 44149, hereinafter called "City".

WHEREAS, Edgebrook, LLC is the owner and developer of certain property known as Permanent Parcel Numbers 392-24-002 and 392-24-006, located in the City of Strongsville; and

WHEREAS, Developer is desirous of developing the aforesaid property owned by it and known as **EDGEBROOK SUBDIVISION PHASE 2**, as the same was approved by the City's Planning Commission on April 23, 2015; and

WHEREAS, the Council of the City has adopted subdivision regulations consisting of Title Four of Part Twelve of the Planning and Zoning Code of the Codified Ordinances of the City, which establish requirements for the submission, approval, construction and dedication of subdivision improvements; and

WHEREAS, said subdivision regulations provide at Section 1228.03 of the Codified Ordinances that no plat for record shall be approved for record purposes until the improvements required by Section 1228.01 of the Codified Ordinances (hereinafter "improvements") have been installed, or until Council approves an agreement and a form of security which assure that the cost and expense of all improvements are available to the City for the completion of such improvements in the event that the Developer defaults or otherwise fails to perform Developer's commitment to complete such improvements; and

WHEREAS, Developer has agreed to pay for the installation and completion of the aforesaid improvements and comply with and abide by all the terms and conditions established by the Planning Commission, as set forth in this agreement, and contained in the applicable law, and the receipt of which is hereby acknowledged.

NOW, THEREFORE, in consideration of the aforesaid premises and other good and valuable consideration, the receipt of which is hereby acknowledged, Developer and City do hereby mutually covenant and agree as follows:

I. IMPROVEMENTS, SECURITY, ACCEPTANCE AND DEDICATION.

1. Developer shall convey or dedicate to the City all the public streets, alleys, roads, avenues, drives and public ways in the Subdivision known as **EDGEBROOK SUBDIVISION PHASE 2**, as approved by the City's Planning Commission.

2. Developer shall convey or dedicate to the City or other appropriate public entity or public utility all public sewers, water lines and other public utilities and improvements constructed or caused to be constructed on the aforementioned streets, alleys, roads, avenues, drives and public ways in said Subdivision or outside the Subdivision, and shall grant easements and rights-of-way to said entities as may be required.

3. Developer shall construct or enter into a contract for the construction of the improvements required in the aforesaid Subdivision, as approved by the City Engineer on April 23, 2015, in accordance with the terms of this Agreement, the General Requirements herein, and the Subdivision Regulations of the City and shall pay the total cost thereof. Developer shall complete all street pavements, curbs, sidewalks, sanitary sewer systems, storm drainage systems, water mains, and other utilities to be constructed in public rights-of-way on or before November 30, 2015; unless said time(s) is or are extended by the Council of the City. Such time extension(s) may be granted so long as the City Engineer determines that delays in construction are not the result of the actions or inactions of the Developer, and that Developer is making reasonable efforts to complete said improvements. Such extension(s) shall not be unreasonably withheld.

4. Any and all of the work performed as hereinabove provided shall be done subject to the approval of and inspection by the City Engineer.

5. In order to secure the performance of this Agreement and all the aforesaid work in accordance with the standards established in the Subdivision Regulations and the completion of such work within the time period(s) established herein, Developer herewith deposits with **CHICAGO TITLE CO., LLC**, a title company and escrow agent, located at 10883 Pearl Road, Suite 202, Strongsville, Ohio 44136 (hereinafter referred to as "Escrow Agent") the total sum of \$606,800.00 (hereinafter referred to as the "improvements security funds") to be held in escrow in accordance with the Escrow Agreement attached hereto and incorporated herein as Exhibit A and subject to the following terms:

- A. Escrow Agent shall deposit and/or invest the improvements security funds in the following accounts, and/or investments which the City is authorized to utilize by law, subject to the approval of Developer, which shall not be unreasonably withheld:
- (1) Interest-bearing accounts of **CHICAGO TITLE CO., LLC** payable or withdrawable, on demand.
 - (2) Direct obligations of the United States maturing or redeemable on or before the date for completion established in accordance with Paragraph 3 above.

- (3) Certificates of deposit maturing or redeemable on or before the date for completion established in accordance with Paragraph 3 above.
- B. Escrow Agent is authorized to deliver or disburse the improvements security funds or any part thereof, with any additional funds including interest earned on the aforesaid sum, less any and all fees or penalties arising from the deposit or investment to the Developer as follows:
- (1) Only upon receipt of all of the following items shall the Escrow Agent deliver or disburse all or the remainder of the improvements security funds:
 - (a) The certificate of the City Engineer that all improvements have been installed in accordance with the requirements of the subdivision regulations of the City and with the actions of the Planning Commission;
 - (b) Evidence of receipt by the City of a maintenance bond securing the maintenance and repair of the improvements for a period of two years in a form approved by the Law Director;
 - (c) A policy of title insurance in form approved by the Law Director covering all lands to be dedicated to public use, and showing title to the same to be in the City free and clear of any easements, mortgages, taxes, liens, assessments or other encumbrances of any kind whatsoever except the easements required by the Subdivision Regulations of the City and taxes not yet due and payable, or a certificate from the City Engineer acknowledging receipt of same;
 - (d) Evidence of Deposit by the Developer with the City or the Escrow Agent of a sum sufficient to pay all taxes and assessments which are a lien but not yet due and payable; and
 - (e) A copy of legislation duly adopted by the Council of the City accepting the dedication or conveyance of all lands and improvements required to be dedicated or conveyed by this Agreement, certified by the Clerk of Council to be a true and correct copy of the original.
 - (2) Upon receipt of certification by the City Engineer of the satisfactory completion of a portion of the aforesaid improvements, and upon a determination by the City that all remaining uncompleted

improvements are adequately secured, the Escrow Agent shall release a portion of the improvements security funds deposited equal to an amount estimated by the City Engineer to be the cost of that portion of the improvements completed, or the difference between the total sum on deposit and the total sum determined by the City to be necessary to secure the completion of all remaining uncompleted improvements and all other obligations of Developer under this agreement, whichever may be less.

- C. The Escrow Agent is authorized to deliver or disburse to the City all or any part of the improvements security funds as determined by the City Engineer, plus any additional funds including interest earned on the aforesaid sums, less any and all fees or penalties due arising from the deposit or investment upon Escrow Agent being notified by the City of the occurrence of one or more of the following events:
- (1) If the Developer assigns this Agreement, or any interest therein to any person, firm or corporation, or gives to any person, firm or corporation, any order or orders thereon;
 - (2) If the required improvements shall violate building subdivision or zoning laws of the City;
 - (3) If the land within the development area as identified on the subdivision plat approved for record purposes is used for any unlawful purpose, or is occupied for other than dwelling purposes, or for any purpose without the approval of the appropriate administrative official, board, or commission of the City;
 - (4) If the improvements are not fully constructed by the completion date(s) established in paragraph I. 3. above, or by any extension date approved by Council pursuant thereto.
 - (5) If the improvements in the judgment of the City Engineer are materially injured or destroyed prior to acceptance by the City, and no insurance or other provision acceptable to the City is made for prompt replacement or repair of the same at no cost to the City.
 - (6) If the Developer fails to construct the improvements in accordance with plans and specifications that have been approved by the proper City authorities having charge thereof;
 - (7) If the Developer does not permit the City or its authorized agents or employees to enter upon and inspect the same in every part at all reasonable times;

- (8) If the Developer shall commit an act of bankruptcy or if any relief under the Bankruptcy Act is sought by or against Developer or if a receiver is appointed to take charge of the assets or affairs of the Developer or if Developer should become insolvent.

Prior to the delivery or disbursement of improvements security funds under this paragraph I. 5.C., the City shall provide written notice by personal, or mail delivery to Developer of the grounds therefor, and shall establish and notify Developer of a time period within which Developer shall be afforded an opportunity to correct or cure the circumstances giving rise thereto. Such time period for correction or cure shall be no less than forty-five (45) days, unless the City Engineer determines that immediate work is required to protect the public health, safety and welfare, in which case such time period shall be as established by the City Engineer.

- D. The Developer and the City agree that any interest earned on the improvements security funds shall be disbursed to the same parties, at the same time, and in the same proportion as the principal.
- E. In the event of any dispute under this Agreement, Developer and City agree that City and the Escrow Agent shall disburse the improvements security funds in accordance with a final judgment entered in a court of law determining legal entitlement to such funds. Such a judgment will not be considered final until appellate review sought by either or both of the parties with respect to their legal entitlement to such funds has terminated.

Upon the proper completion of all improvements and their approval by the City Engineer, and if said improvements then comply with all present state laws, City ordinances and Planning Commission rules, regulations and requirements, and all other subdivision regulations of the City have been complied with, the City will then accept the aforesaid improvements.

II. GENERAL REQUIREMENTS.

1. Developer's application(s), all maps on file, construction plans, detail maps and state laws, present City ordinances, Planning Commission rules, regulations and official acts with respect to this Subdivision and all the terms and conditions of final approval are incorporated herein by reference as if set forth at length, except as expressly modified herein.

2. Prior to proceeding with the work, the Developer will apply for and secure permit(s) and pay all fees as required by the City ordinances.

3. The Developer agrees that if any drainage easements are necessary to insure adequate drainage of the tract, same shall be obtained by the Developer at its sole cost and expense. All of such easements which are necessary for the drainage in the tract shall be procured in the name of the City, it being understood that same shall be held until acceptance of the streets by the City, after which same will be recorded in the City's favor. The taking of such easements shall not be construed as the exercise of dominion and control by the City over said streets until such time as they are formally accepted.

4. The Developer agrees that if during the course of construction and installation of improvements it shall be determined by the City Engineer that revision of the drainage plan is necessary in the public interest, it will undertake such design and construction changes as may be reasonable and are indicated by the City Engineer and approved by the City.

5. Developer shall defend, indemnify and hold harmless City and its officials, employees and agents, and their respective heirs, successors, personal representatives and assigns, from and against any and all suits, legal or administrative proceedings, claims, demands, actual damages, punitive damages, losses, costs, liabilities, interest, attorney's fees and expenses of whatever kind and nature, in law or equity, known or unknown, based upon, resulting from or arising directly or indirectly out of the condition, status, quality, nature, contamination or environmental state of the Developer's Property until such time as all environmental laws, regulations, orders and directives are complied with.

6. The Developer hereby agrees to procure, at its expense, the necessary permits and furnish any bond required for the opening of any state or county roads.

7. Developer agrees that prior to the issuance of any building permits within the subdivision, all street pavements, curbs, sanitary sewer systems, storm drainage systems, water mains and required appurtenances shall be completed and approved by the City Engineer, provided that the Building Commissioner may issue permits for "Model" home(s) or unit(s) upon his determination that improvements have been installed to the extent he deems necessary to serve and permit occupancy of such home(s) or unit(s); and, except as otherwise provided for model home(s) and unit(s), prior to the issuance of any certificates of occupancy by the City, all improvements and utilities must be completed and all other applicable state and local requirements must be complied with.

8. The City shall not be responsible for road or other improvements, maintenance or care until the same are accepted for dedication, nor shall the City exercise any control over the improvements until accepted for dedication.

9. The Developer shall maintain, clean and snow plow such roads until acceptance by the City. In the event of default of these obligations by the Developer,

the City without notice to the Developer may undertake the same at the expense of the Developer.

10. If the City determines that there is a violation of present state laws, City ordinances, Planning Commission rules, regulations and requirements, subdivision regulations and/or terms and provisions of this Agreement, it may issue a stop work order.

11. This Agreement and the covenants contained herein shall run with the land, and shall inure to the benefit of the City and its successors and assigns.

IN WITNESS WHEREOF, the parties hereto have affixed their hands the day and year first above written.

"CITY"
CITY OF STRONGSVILLE

By: _____
Thomas P. Perciak
Title: _____
Mayor

"DEVELOPER"
EDGEBROOK, LLC (an Ohio Limited Liability Co.)

By: Jan Bailey
Its: Perciak

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 the free act and deed of said City and his free act and deed as such officer of the municipal corporation.

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

Notary Public

STATE OF OHIO)
) ss
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named **EDGEBROOK, LLC**, by Daniel J. Bailey, its President, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said limited liability company, and his free act and deed personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Strongsville, Ohio, this 29 day of May, 2015.



Bonny A. McDaniel
Notary Public
My commission expires 7/7/17

Bonny A. McDaniel

Notary Public

CERTIFICATE OF LAW DIRECTOR

I hereby certify that I have reviewed and approved the form of the foregoing instrument this ____ day of _____, 2015.

Law Director

Exhibit "A"

ESCROW AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2015, by and among the **CITY OF STRONGSVILLE**, a municipal corporation of the State of Ohio, located at 16099 Foltz Parkway, Strongsville, Ohio 44149 ("City"), **EDGEBROOK, LLC**, an Ohio limited liability corporation organized and existing under the laws of the State of Ohio, located at 3203 Oakwood Trail, Broadview Heights, Ohio 44147 ("Owner"), and **CHICAGO TITLE CO., LLC**, a title company and escrow agent, located at 10883 Pearl Road, Suite 202, Strongsville, Ohio 44136 ("Escrow Agent").

WITNESSETH:

In consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. There shall be deposited with the Escrow Agent the sum of **Six Hundred Six Thousand Eight Hundred and no/100 Dollars (\$606,800.00)** ("Deposit"), to be held pursuant to the terms hereof. Upon Escrow Agent's receipt of the full Deposit, Escrow Agent shall notify both the City and Owner in writing.

2. Escrow Agent shall establish and maintain an escrow account ("Escrow") for the purposes hereof, and shall invest the Deposit in any investments as directed in writing by the City and which is agreed to by Owner pursuant to the Subdivision Improvements Security Agreement by and between City and Owner ("Security Agreement"). The Deposit, any gains and losses, and interest accruing thereon (such gains, losses and interest hereinafter referred to as "Deposit Interest") shall be held in the Escrow Account until disbursed in accordance with the provisions of the Security Agreement and the provisions set forth below.

3. Upon receipt by Escrow Agent of written instructions signed by City, which instructions shall be in accordance with the Security Agreement, the Escrow Agent shall disburse the Deposit and the Deposit Interest to the party or parties designated by the notice to receive such and, when the entire deposit has been disbursed, this Escrow Agreement shall terminate.

4. The Escrow Account shall be maintained by Escrow Agent in accordance with the following terms and conditions:

A. Escrow Agent undertakes to perform only such duties as are expressly set forth herein.

B. Escrow Agent may rely and shall be protected in acting or refraining from acting upon any written notice, instructions or request furnished to it hereunder and believed by it to be genuine and to have been signed or presented by the proper party or parties.

C. Escrow Agent shall not be liable for any action taken by it in good faith, and believed by it to be authorized or within the rights or powers conferred upon it by this Agreement, and may consult with counsel of its own choice and shall have full and complete authorization and protection for any action taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel.

D. Escrow Agent may resign and be discharged from its duties or obligations hereunder by giving notice in writing of such resignation specifying a date when such resignation shall take effect.

E. Owner hereby agrees to pay Escrow Agent reasonable compensation for the services to be rendered hereunder, and will pay or reimburse Escrow Agent upon request for all expenses, disbursements and advances, including reasonable attorney fees, incurred or made by it in connection with carrying out its duties hereunder.

F. Owner hereby agrees to defend and indemnify Escrow Agent for, and to hold it harmless against any loss, liability or expense incurred without negligence or bad faith on the part of Escrow Agent, arising out of or in connection with its entering into this Agreement and carrying out its duties hereunder, including the cost and expense of defending itself against any claim of liability in the premises.

5. All notices and communications hereunder shall be in writing and shall be deemed to be given if sent by registered mail, return receipt requested, as follows:

CHICAGO TITLE CO., LLC
10883 Pearl Road, Suite 202
Strongsville, Ohio 44136
Attention: Andrea Putrino

EDGEBROOK, LLC
3203 Oakwood Trail
Broadview Heights, Ohio 44147
Attention: Daniel J. Bailey, President

CITY OF STRONGSVILLE
16099 Foltz Parkway
Strongsville, Ohio 44149
Attention: Law Director

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

Signed in the presence of:

EDGEBROOK, LLC

By: Ann Bailer

Its: President

CITY OF STRONGSVILLE, OHIO

By: _____

Thomas P. Perciak

Its: Mayor

CHICAGO TITLE CO., LLC

By: [Signature]

Its: Escrow Officer

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2015 – 111

By: Mayor Perciak and Mr. Maloney

A RESOLUTION DECLARING THE INTENT OF THE COUNCIL OF THE CITY OF STRONGSVILLE TO ACCEPT FOR DEDICATION CERTAIN STREETS WITHIN EDGEBROOK SUBDIVISION PHASE 2, IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Ordinance No. 2015 – _____, duly passed by this Council on _____, 2015, the Council of the City of Strongsville accepted the plat submitted by Edgebrook, LLC, the owner and developer of Edgebrook Subdivision Phase 2 for recording purposes only; and

WHEREAS, it is the intent of this Council, after all improvements have been installed within the streets within the said subdivision and approved by the City Engineer, to accept said subdivision for dedication; and

WHEREAS, as a prerequisite for the obtaining of permits from the City of Cleveland to install water mains within the said streets of said subdivision, they require a resolution of intent from the City of Strongsville before giving such permits.

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

Section 1. That the Council of the City of Strongsville does intend to accept for dedication, the streets shown on the subdivision plat of Edgebrook Subdivision Phase 2 after all improvements, including utilities, have been installed and approved by the Engineer of the City of Strongsville, and after performance of the terms and conditions of the agreement between the Developer and the City approved in Ordinance No. 2015-_____.

Section 2. That the Clerk of Council is hereby authorized and directed to send a copy of this Resolution to the City of Cleveland, Department of Public Utilities, Division of Water.

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.

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2015 – 111

Page 2

Section 4. That this Resolution 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 promote economic development, and assure proper development of all lots and land within the City of Strongsville. Therefore, provided this Resolution 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

RES.
 ORD. No. 2015-111. Amended: _____
 1st Rdg. 06/01/15. Ref: PZE.
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2015 – 114

By: Mayor Perciak and Mr. Maloney

AN ORDINANCE ENACTING NEW SECTIONS 1242.07(b)(4) AND 1258.03(a)(3)(A)(10), OF TITLE SIX OF PART TWELVE-PLANNING AND ZONING CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE IN ORDER TO ESTABLISH REGULATIONS FOR BREWPUBS AND MICROBREWERIES, AND DECLARING AN EMERGENCY.

WHEREAS, it is the intent of this Council to establish appropriate zoning regulations in order to permit brewpubs and microbreweries as conditional uses in General Business Districts; and

WHEREAS, the establishment of safe and appropriate areas compatible with surrounding uses for conducting such activities is of paramount concern.

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

Section 1. That new Section 1242.07(b)(4) of Chapter 1242 of Title Six of Part Twelve-Planning and Zoning Code of the Codified Ordinances of the City of Strongsville concerning Conditional Use Permits be and is hereby enacted to read in its entirety as follows:

1242.07 CONDITIONAL USE PERMITS.

* * *

(b) Standards for Evaluating Conditional Use Permits. An application for a conditional use permit shall not be approved unless the following conditions and standards are complied with as set forth for the following districts:

* * *

~~(4) This subsection intentionally deleted and not renumbered.
(Ord. 2012-085. Passed 9-17-12.)~~

~~(4) Brewpub or Microbrewery. For purposes of these regulations, a brewpub or microbrewery shall be defined as an establishment which produces alcoholic beverages, including beers, ales, meads, hard ciders, wines and spirits, and which contains restaurant facilities for the on-site consumption of food and beverages. In addition to complying with the requirements and standards in Sections 1242.07(a), (b)(2), and (b)(10), each brewpub or microbrewery shall comply with the following specific standards and conditions:~~

- A. Each brewpub or microbrewery shall manufacture and sell alcoholic beverages in accordance with the provisions of the Ohio Division of Liquor Control and shall maintain current licenses as required by said agency.
- B. Each brewpub or microbrewery shall include an attached restaurant for on-site consumption of food and beverages which restaurant shall be a minimum of fifteen percent (15%) of the total square footage of the entire facility, including but not limited to the manufacturing, bottling and storage areas.
- C. The maximum size of any brewpub or microbrewery shall not exceed 50,000 square feet.
- D. Each brewpub or microbrewery shall have direct access to an arterial street for delivery of materials and shipping of products with a traffic design to be approved by the Planning Commission.
- E. Brewpubs or microbreweries shall have retail outlets for the sale of alcoholic beverages for off-site consumption.
- F. No brewpub or microbrewery shall abut property zoned residential as set out in Section 1252.02 except RMF-1 districts.
- G. Each brewpub or microbrewery shall be architecturally compatible with the surrounding commercial uses.
- H. The minimum lot area for any brewpub or microbrewery shall be six (6) acres.
- I. The emission of odorous matter or smells in such quantities as to produce a public nuisance or hazard is not permitted.
- J. The facility shall not generate truck traffic materially different in truck size or frequency from that truck traffic generated by the surrounding commercial uses.

* * *

Section 2. That new Section 1258.03(a)(3)(A)(10) of Chapter 1258 of Title Six of Part Twelve-Planning and Zoning Code of the Codified Ordinances of the City of Strongsville concerning Use Regulations; General Business District be and is hereby enacted to read in its entirety as follows:

1258.03 USE REGULATIONS; GENERAL BUSINESS DISTRICT.

* * *

- (a) Main Building and Uses Permitted.
 - (1) Offices, stores, services and other use classifications as permitted in Local Business Districts;
 - (2) Mortuaries (Funeral Homes);
 - (3) Additional retail business stores and services conducted wholly within enclosed buildings and devoted to supplying the retail business needs of the community to the following extent:

A. Retail sales.

* * *

10. Brewpubs and microbreweries which include attached restaurant facilities for the on-site consumption of food and beverages provided that a conditional use permit is granted in accordance with the standards set forth in Section 1242.07 of this Zoning Code.

* * *

~~(Ord. 2014-132. Passed 9-2-14.)~~

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

Section 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is necessary to provide for the appropriate regulation of such establishments as conditional permitted uses in a General Business District and to ensure the safety of the general public. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

First reading: June 1, 2015.

Referred to Planning Commission

Second reading: _____

Third reading: _____

Approved: _____

Public Hearing: _____

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2015 - 114
Page 4

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. 2015-114 Amended: _____
1st Rdg. 06/01/15 Ref: PC/PZE
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE
OFFICE OF THE COUNCIL

MEMORANDUM

TO: Planning Commission
FROM: Tiffany Mekeel, Assistant Clerk of Council
DATE: June 2, 2015
SUBJECT: Referral from Council: Ordinance No. 2015-114

At its regular meeting of June 1, 2015, City Council referred the following Ordinance to the Planning Commission for its report and recommendation thereon:

Ordinance No. 2015-114 by Mayor Perciak and Mr. Maloney. AN ORDINANCE ENACTING NEW SECTIONS 1242.07(b)(4) AND 1258.03(a)(3)(A)(10), OF TITLE SIX OF PART TWELVE-PLANNING AND ZONING CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE IN ORDER TO ESTABLISH REGULATIONS FOR BREWPUBS AND MICROBREWERIES, AND DECLARING AN EMERGENCY.

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

TAM
Attachment

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2015 – 115

By: Mr. Maloney

AN ORDINANCE AUTHORIZING, RATIFYING AND DIRECTING THE MAYOR TO ISSUE AND APPROVE CHANGE ORDER NO. 1 FOR AN INCREASE IN THE CONTRACT PRICE IN ACCORDANCE WITH THE PROVISIONS OF THE CONTRACT BETWEEN THE CITY OF STRONGSVILLE AND KONSTRUCTION KING, INC., IN CONNECTION WITH THE PAVEMENT RECONSTRUCTION PROGRAM FOR 2015, WITHOUT FURTHER PUBLIC BIDDING, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Ordinance No. 2015-037, Council authorized the Mayor to enter into a contract with Konstruction King, Inc. for improvements to various streets in the City of Strongsville in connection with the Pavement Reconstruction Program for 2015 (the "Project"), in an amount not to exceed \$908,893.00; and

WHEREAS, the City's Engineer has now recommended that it would be in the best interests of the City to include changes in the work performed or to be performed on the Project by Konstruction King, Inc., generally being additional work on Albion Road requested by the City, and reconciliation of plan quantities with actual quantities in the work performed, all as more fully set forth in Exhibit A attached hereto and incorporated herein as if fully rewritten, and to provide additional payment for such changes in the work in the amount of \$150,000.00 for a new total Project cost of \$1,058,893.00.

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 the Mayor be and is hereby authorized and directed to ratify, issue and approve Change Order No. 1 comprising additional work requested by the City and reconciliation of plan quantities with actual quantities resulting in an increase to the contract in the amount of \$150,000.00, without further public bidding, as recommended by the City Engineer, and reflected in Exhibit A; and after the issuance and approval of said Change Order No. 1 and completion of such work, to direct the Director of Finance to make payment to Konstruction King, Inc. in the additional amount of \$150,000.00, thereby increasing the total Project cost to \$1,058,893.00.

Section 2. That the funds necessary for this Ordinance 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 Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to provide for changes in the work in order to properly and timely complete the Project, to facilitate payment to the contractor for changes in the work, to avoid potential legal problems, and conserve public funds. Therefore, provided this Ordinance receives the unanimous vote of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor.

_____ Approved: _____
 President of Council Mayor

Date Passed: _____ Date Approved: _____

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

Attest: _____
 Clerk of Council

ORD. No. 2015-115 Amended: _____

1st Rdg. _____ Ref: _____

2nd Rdg. _____ Ref: _____

3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____

Adopted: _____ Defeated: _____

CHANGE ORDER

Order No. # 1
Date: June 9, 2015
Agreement Date: April 10, 2015

Name of PROJECT: **2015 Pavement Reconstruction Program**

CONTRACTOR: **Konstruktion King, Inc.**

The following changes are hereby made to the CONTRACTOR DOCUMENTS:

Justification: Project close out to actual quantities

Change to CONTRACT PRICE

Original CONTRACT PRICE: **\$908,893.00**

Current CONTRACT PRICE adjusted by Previous CHANGE ORDER: **N/A**

The CONTRACT PRICE due to this CHANGE ORDER will be **increased** by: **\$150,000**

The new CONTRACT PRICE including this CHANGE ORDER will be:
\$1,058,893.00

Change to CONTRACT TIME:

The CONTRACT TIME will be (increased) (decreased) by
 N/A calendar day(s).

The date for completion of all WORK will be (Date):

Requested by: _____
Konstruktion King, Inc.

Recommended by: _____
Ken Mikula, P. E., City Engineer

Accepted by: _____
Mayor Thomas P. Perciak

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2015 – 116

By: Mr. Maloney

A RESOLUTION CONFIRMING PLANNING COMMISSION APPROVAL OF THE FINAL SITE PLAN FOR THE REPLACEMENT OF TWELVE (12) ANTENNAS AND INSTALLATION OF ONE (1) OVP BOX ON A TELECOMMUNICATIONS TOWER ON PROPERTY LOCATED AT 15639 ROYALTON ROAD (PPN 399-02-005) IN THE CITY OF STRONGSVILLE.

WHEREAS, Verizon Wireless has submitted a final site plan to the Planning Commission for approval of the replacement by Verizon of twelve (12) antennas, and installation of an OVP Box, currently placed within the fenced compound on the existing telecommunications tower located at 15639 Royalton Road (PPN 399-02-005) on property zoned Public Facilities, and owned by the City; and

WHEREAS, Planning Commission has determined that the proposed modification does not substantially change the physical dimensions of the tower or base station for such facility; and

WHEREAS, the Commission approved said final site plan at its meeting of May 28, 2015.

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

Section 1. That Council finds that the proposed modification does not substantially change the physical dimensions of the tower or base station for such facility.

Section 2. That accordingly this Council does hereby confirm the approval of the City's Planning Commission of the final site plan submitted by Verizon Wireless for the replacement of twelve (12) antennas, and installation of an OVP Box, on the telecommunications tower located at 15639 Royalton Road (PPN 399-02-005).

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

CITY OF STRONGSVILLE, OHIO
RESOLUTION NO. 2015 - 116
Page 2

Section 4. That this Resolution 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

RES.
ORD. No. 2015-116. Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

MEMORANDUM

RECEIVED

MAY 29 2015

CITY OF STRONGSVILLE
CITY COUNCIL

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

FROM: Carol Oprea, Administrative Assistant, Boards & Commissions

SUBJECT: Referrals to Council

DATE: May 29, 2015

Please be advised that at its meeting of May 28, 2015, the Strongsville Planning Commission gave Favorable Recommendation to the following;

VERIZON WIRELESS/ Kim Needleman, Agent

Site Plan approval for the replacement of 12 antennas and install 1 OVP Box for the Verizon co-location on an existing telecommunications tower located at 15639 Royalton Road, PPN 399-02-005 zoned Public Facility.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2015 – 117

By: Mayor Perciak and Mr. DeMio

AN ORDINANCE AMENDING SECTION 2 OF ORDINANCE NO. 2014-186 IN ORDER TO AMEND THE NOT TO EXCEED CONTRACT PRICE WITH TAC COMPUTER, INC. TO PROVIDE FOR ADDITIONAL COMPUTER SOFTWARE AND MAINTENANCE SERVICES FOR THE STRONGSVILLE POLICE AND FIRE DEPARTMENTS, INCLUDING THE CITY'S REGIONAL PUBLIC SAFETY DISPATCH CENTER, FOR THE REMAINDER OF 2015, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.

WHEREAS, through adoption of Ordinance No. 2014-186, the Council ratified and authorized the Mayor to enter into agreements with TAC Computer, Inc. for the continuation of unique and specialized computer software and maintenance services and support for the City's Police and Fire Departments, including the City's Regional Public Safety Dispatch Center, without public bidding, in a total amount not to exceed \$42,192.00 for 2015; and

WHEREAS, since then, the City's Fire Department is in the process of transitioning to a new electronic patient care reporting system interface, which involves transfer of information from the CAD system; and

WHEREAS, TAC Computer, Inc. provides the City's safety forces with specialized and proprietary dispatch and police records management software, support and services and, therefore, is uniquely qualified to undertake this transition of information for the Fire Department; and

WHEREAS, it is, therefore, necessary for Council to appropriate the additional funds necessary in the amount of \$2,500.00 on an emergency basis by amending the prior Ordinance, and to modify the original agreement to include the items set out in Exhibit C.

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 Section 2 of Ordinance No. 2014-186 is hereby amended to read in its entirety as follows:

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

1, 2014, and not to exceed ~~\$42,192.00~~ **\$44,692.00** for the year 2015, copies of which Agreements are attached hereto as Exhibits A and B, respectively, and incorporated herein as if fully rewritten, but subject to finalization in a form satisfactory to the Law Director, **and to include the items set out in attached Exhibit C.**"

Section 2. That for the reasons aforesaid, this Council hereby approves and authorizes the Mayor to enter into an amendment, without public bidding, to the contract with **TAC COMPUTER, INC.**, for additional services in accordance with the invoice attached hereto as Exhibit C, and in order to increase the total in an amount not to exceed \$44,692.00.

Section 3. That the funds for the purposes of this Ordinance have been appropriated and shall be paid from the General Fund and 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 necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to amend the prior Ordinance and agreement in order to ensure efficient operations and continuity in the operation of the Strongsville Police and Fire Departments and the Regional Public Safety Dispatch Center, and to conserve public funds. Therefore, provided this Ordinance receives the unanimous vote of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor.

_____ Approved: _____
 President of Council Mayor

Date Passed: _____ Date Approved: _____

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

Attest: _____
 Clerk of Council

ORD. No. 2015-117. Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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



Tel. 440-232-2555

TAC Computer Inc.
7603 First Place B10
Oakwood, Ohio 44146

INVOICE

20150430

Date

06/03/2015

Purchase Order #	Work Order#	Terms	Customer Number
		NET 20	1029

Strongsville City
16099 Foltz Parkway
Strongsville Ohio 44149

Attn John Bedford

Qty	Description	Unit Cost	Item Total
1.0	TAC to Sansio interface	2,500.00	2,500.00

Sub Total	2,500.00
Sales Tax	
Total This Invoice	\$ 2,500.00

Remittance

TAC Computer Inc.
7603 First Place B10
Oakwood, Ohio 44146

Purchase Order #

Customer's Name
Strongsville City

* 20150430 *

Invoice#
20150430

Invoice Date
06/03/2015

Customer Number
1029

Amount Due This Invoice
\$ 2,500.00



CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2015 – 118

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF STRONGSVILLE AND THE STRONGSVILLE FIREFIGHTERS ASSOCIATION, IAFF LOCAL 2882, TO MODIFY CERTAIN PROMOTIONAL PROCEDURES FOR FIRE DEPARTMENT PERSONNEL, AND DECLARING AN EMERGENCY.

WHEREAS, an arbitrator issued a decision to which both the City and the Strongsville Firefighters Association, IAFF Local 2882 had agreed to be bound; and

WHEREAS, both the City and Union have now agreed to modify the promotional procedures for the positions of Assistant Chief, Captain, and Lieutenant.

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 to enter into a Memorandum of Understanding by and between the City of Strongsville and the Strongsville Firefighters Association, IAFF Local 2882, in the form attached hereto as Exhibit A and which in all respects is hereby approved.

Section 2. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of 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 3. 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 modify the promotional procedures for the Fire Department personnel in a timely manner due to the need to make various promotions, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2015 - 118

Page 2

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

Attest: _____
Clerk of Council

ORD. No. 2015-118. Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between the City of Strongsville (Employer) and the Strongsville Firefighters Association, IAFF Local 2882 (Union) and sets forth the following acknowledgments, understandings and agreements:

The Employer and Union had agreed to be bound by the promotional procedures arbitration decision issued by Dr. Dennis Byrne. The Employer and the Union have now agreed to modify the promotional process for Assistant Chief, Captain, and Lieutenant positions. Accordingly, the parties acknowledge and agree the Promotional Procedures for Assistant Chief, Captain, and Lieutenant positions are hereby modified to include in the Civil Service Rules and Regulations the following:

RULE VI

FIRE DEPARTMENT

2. Promotions – Fire Department – Lieutenant. Vacancies in the position of Lieutenant shall be filled as follows:
 - a. A vacancy in the position of Lieutenant shall be filled by promotion from the rank of First Class Firefighter/Paramedics.
 - b. A book list of up to ten (10) books shall be recommended by the Fire Chief and approved by the Civil Service Commission as potential texts to be used on the written examination. The current book list shall be maintained by the Fire Chief. The Civil Service Commission may periodically add or subtract from the ten (10) books, however, any book added or subtracted must be announced no later than one hundred twenty (120) days before the date of any written test. Not less than thirty (30) days before the written test the Civil Service Commission shall announce up to five (5) of the books from the ten (10) maintained to be utilized to develop the written test. In addition the Strongsville Standard Operating Procedures (SOPs), EMS protocols, and current collective bargaining agreement (CBA) may be utilized in developing the test. These documents will be those in place at the close of business on the date that the announcement for the test is made.
 - c. The promotional test will be announced a minimum of thirty (30) days in advance of the testing date and sixty (60) days where practical.
 - d. A written test will be held as close as reasonable to the fourth Wednesday of February of each even number year in order to maintain a current eligibility list. Each eligibility list will be good for a two (2) year period or until the next eligibility list is established. The Civil Service Commission may vary the examination dates based on the availability of the Commission members and any testing company or companies chosen. Examinations may be held on other dates if a vacancy occurs and there is no current eligibility list. "Lead Man" lists shall be based upon the eligibility list. The "Lead Man" list will remain in effect even if an eligibility list expires until the Commission approves a new eligibility list.

e. The promotional process shall be based on a 100 point system and extra credits with the following items and weights for Lieutenant candidates:

- | | | |
|------|------------------------------------|--------------------------------|
| i) | Written examination | 60 points |
| ii) | Oral examination and/or assessment | 40 points |
| iii) | Seniority | up to 5 points of extra credit |
| iv) | Education | up to 5 points of extra credit |

f. Written Examination. Candidates must obtain a score of at least eighty percent (80%) on the written examination without adding in any extra credit to continue the promotional process.

The objective of the written examination is to test for knowledge about situations a fire department member is likely to face in Strongsville or its mutual aid cities.

The written examination will be available for review/challenge to the Civil Service Commission as set out in this Rule VI and Rule IV Section 12 prior to the administration of the oral examination and/or assessment.

g. Oral Examination and/or Assessment. The oral examination and/or assessment will be administered as soon as practicable after the completion of the written examination and challenge process.

The Civil Service Commission and/or the Testing Company will attempt to utilize approximately fifty percent (50%) all hazards tactical questions and approximately fifty percent (50%) personnel and/or administrative questions or scenarios in the oral examination and/or assessment portion of the examination. The Civil Service Commission and/or Testing Company will attempt to use questions or scenarios that a candidate may face in Strongsville or its mutual aid cities.

h. Review of Examinations. For the period of time as defined in the protest period contained in these Rules and Regulations after the administration of that portion of the examination (protest period), written examination, oral examination and/or assessment results or scores shall be open to review only by the candidates taking the test for the applicable position. At the end of the protest period, all originals and copies of the written exam, oral exam, and/or assessment exercises, other than the final grades, shall be returned to the testing company and will not be retained by the City. "Review" does not include copying any of the testing materials or cross referencing the questions to reference material. All reviews by candidates will be done in the presence of the Civil Service Commission, its secretary or an individual(s) designated by the Civil Service Commission.

i. Seniority. For the position of Lieutenant, each candidate shall receive extra credit for seniority as follows:

- i) One quarter (¼) point per year of completed service with the City of Strongsville Fire Department.

Seniority is based on date of hire with the City of Strongsville. To be entitled to seniority extra credit, the year must be completed by the date of the written examination.

A candidate may receive a maximum of five (5) points of extra credit for seniority.

- j. Education. For the position of Lieutenant, each candidate shall receive extra credit for education as follows:
- i) 1 point for an Associate degree in any discipline other than Fire Technology or Allied Science in Emergency Medical Technology
 - ii) 2 points for a Bachelor degree in any discipline other than in Fire Science, Emergency Management, Business Management, or Public Administration
 - iii) 3 points for an Associate degree in Fire Technology, or Allied Science in Emergency Medical Technology
 - iv) 5 points for a Bachelor degree in Fire Science, Emergency Management, Business Management, or Public Administration

Any such degree must be from an accredited institution as determined by the Civil Service Commission based on the United States Department of Education (USDE) Recognition Data Base (<http://ope.ed.gov/accreditation/search>) or similar Data Base if this Data Base is not available and must be attained before the date of the written examination for the position of Lieutenant. The applicant is required to submit a copy of the applicable diploma(s) as proof of the degree(s) at the time the applicant signs up for the examination. A candidate may receive a maximum of five (5) points of extra credit for education.

- k. Training. For the position of Lieutenant, training is recognized as an integral part of the firefighter and fire officer's education and experience. Training is a continual process and employees are encouraged to stay engaged in their training throughout their careers. All training classes and certifications can be highlighted on the employee's resume' and presented to the appointing authority during the final interview.
- l. Interview and Appointment. After the examination an eligibility list is established and the Commission shall, upon request from the Mayor indicating that a vacancy exists, forthwith certify to the Mayor the names of the top three (3) candidates on the eligibility list. Before making an appointment, the top three (3) candidates shall be interviewed by a panel consisting of the Mayor, the Safety Director, the Human Resources Director, the Fire Chief and the Assistant Chief or Chiefs. The candidate's entire employee files maintained by the Fire Department and the Director of Human Resources may be reviewed by the Mayor and any of the interviewers. Each candidate may prepare and submit to the interviewers a resume' stating, among other things, the reasons that candidate should be appointed to the position. The other panel members may make suggestions and recommendations to the Mayor; however, the Mayor's decision is final. The Mayor shall state in general terms the reason for the selection.

Candidates passed over for appointment shall remain in the same position on the eligibility list for the duration of that eligibility list.

- m. Probationary Period. Officers promoted to the position of Lieutenant shall serve a promotional probationary period of one (1) year. During the promotional probationary period the Mayor shall have the sole right to revert back the promoted officer to his/her previous rank without such reversion being subject to any grievance or arbitration procedure, appeal to the Civil Service Commission, or in any other manner.
3. Promotions – Fire Department – Captain. Vacancies in the position of Captain shall be filled as follows:
 - a. A vacancy in the position of Captain shall be filled by promotion from the rank of Lieutenant. Lieutenant applicants must have completed the one (1) year probationary period by the time of the written examination.

If there are not at least three (3) candidates who sign up to take the examination then the eligibility will also be extended to all Lieutenants, whether or not the Lieutenant has completed the probationary period. If there are still not at least three (3) candidates who sign up to take the examination then the eligibility will also be extended to include First Class Firefighters and First Class Firefighters/Paramedics who have completed at least ten (10) years of service with the Strongsville Fire Department before the date of the written examination.
 - b. A book list of up to ten (10) books shall be recommended by the Fire Chief and approved by the Civil Service Commission as potential texts to be used on the written examination. The current book list shall be maintained by the Fire Chief. The Civil Service Commission may periodically add or subtract from the ten (10) books, however, any book added or subtracted must be announced no later than one hundred twenty (120) days before the date of any written test. Not less than thirty (30) days before the written test the Civil Service Commission shall announce up to five (5) of the books from the ten (10) maintained to be utilized to develop the written test. In addition the Strongsville Standard Operating Procedures (SOPs), EMS protocols, and current collective bargaining agreement (CBA) may be utilized in developing the test. These documents will be those in place at the close of business on the date that the announcement for the test is made.
 - c. The promotional test will be announced a minimum of thirty (30) days in advance of the testing date and sixty (60) days where practical.
 - d. A written test will be held as close as reasonable to the fourth Friday of February of each odd number year in order to maintain a current eligibility list. Each eligibility list will be good for a two (2) year period or until the next eligibility list is established. The Civil Service Commission may vary the examination dates based on the availability of the Commission members and any testing company or companies chosen. Examinations may be held on other dates if a vacancy occurs and there is no current eligibility list. In the absence of a Captain, the assignment of acting "Shift Commander" shall be based on the current Captain eligibility list.

e. The promotional process shall be based on a 100 point system and extra credits with the following items and weights for Captain candidates:

- | | | |
|------|------------------------------------|--------------------------------|
| i) | Written examination | 60 points |
| ii) | Oral examination and/or assessment | 40 points |
| iii) | Seniority | up to 5 points of extra credit |
| iv) | Education | up to 5 points of extra credit |

f. Written Examination. Candidates must obtain a score of at least eighty percent (80%) on the written examination without adding in extra credit to continue the promotional process.

The objective of the written examination is to test for knowledge about situations a fire department member is likely to face in Strongsville or its mutual aid cities.

The written examination will be available for review/challenge to the Civil Service Commission as set out in this Rule VI and Rule IV Section 12 prior to the administration of the oral examination and/or assessment.

g. Oral Examination and/or Assessment. The oral examination and/or assessment will be administered as soon as practicable after the completion of the written examination and challenge process.

The Civil Service Commission and/or the Testing Company will attempt to utilize approximately fifty percent (50%) all hazards tactical questions and approximately fifty percent (50%) personnel and/or administrative questions or scenarios in the oral examination and/or assessment portion of the examination. The Civil Service Commission and/or Testing Company will attempt to use questions or scenarios that a candidate may face in Strongsville or its mutual aid cities.

h. Review of Examinations. For the period of time as defined in the protest period contained in these Rules and Regulations after the administration of that portion of the examination (protest period), assessment results or scores shall be open to review only by the candidates taking the test for the applicable position. At the end of the protest period, all originals and copies of the written examination, oral examination, and/or assessment exercises, other than the final grades, shall be returned to the testing company and will not be retained by the City. "Review" does not include copying any of the testing materials or cross referencing the questions to reference material. All reviews by candidates will be done in the presence of the Civil Service Commission, its secretary or an individual(s) designated by the Civil Service Commission.

i. Seniority. For the position of Captain, each candidate shall receive extra credit for seniority as follows:

- i) One quarter ($\frac{1}{4}$) point per year of completed service as a Lieutenant.

Seniority is based on date of appointment as a Lieutenant with the City of Strongsville. To be entitled to seniority extra credit, the year must be completed by the date of the written examination.

A candidate may receive a maximum of five (5) points of extra credit for seniority.

j. Education. For the position of Captain, each candidate shall receive extra credit for education as follows:

- v) 1 point for an Associate degree in any discipline other than Fire Technology, or Allied Science in Emergency Medical Technology
- vi) 2 points for a Bachelor degree in any discipline other than in Fire Science, Emergency Management, Business Management, or Public Administration
- vii) 3 points for an Associate degree in Fire Technology, or Allied Science in Emergency Medical Technology
- viii) 5 points for a Bachelor degree in Fire Science, Emergency Management, Business Management, or Public Administration

Any such degree must be from an accredited institution as determined by the Civil Service Commission based on the United States Department of Education (USDE) Recognition Data Base (<http://ope.ed.gov/accreditation/search>); or similar Data Base if that Data Base is unavailable and must be attained before the date of the written examination for the position of Captain. The applicant is required to submit a copy of the applicable diploma(s) as proof of the degree(s) at the time the applicant signs up for the examination. A candidate may receive a maximum of five (5) points of extra credit for education.

k. Training. For the position of Captain, training is recognized as an integral part of the firefighter and fire officer's education and experience. Training is a continual process and employees are encouraged to stay engaged in their training throughout their careers. All training classes and certifications can be highlighted on the employee's resume and presented to the appointing authority during the final interview.

l. Interview and Appointment. After the examination an eligibility list is established and the Commission shall, upon request from the Mayor indicating that a vacancy exists, forthwith certify to the Mayor the names of the top three (3) candidates on the eligibility list. Before making an appointment, the top three (3) candidates shall be interviewed by a panel consisting of the Mayor, the Safety Director, the Human Resources Director, the Fire Chief and the Assistant Chief or Chiefs. The candidate's entire employee files maintained by the Fire Department and the Director of Human Resources may be reviewed by the Mayor and any of the interviewers. Each candidate may prepare and submit to the interviewers a resume stating, among other things, the reasons that candidate should be appointed to the position. The other panel members may make suggestions and recommendations to the Mayor; however, the Mayor's decision is final. The Mayor shall state in general terms the reason for the selection.

Candidates passed over for appointment shall remain in the same position on the eligibility list for the duration of that eligibility list.

m. Probationary Period. Officers promoted to the position of Captain shall serve a promotional probationary period of one (1) year. During the promotional probationary period the Mayor shall have the sole right to revert back the

promoted officer to his/her previous rank without such reversion being subject to any grievance or arbitration procedure, appeal to the Civil Service Commission, or in any other manner.

4. Promotions – Fire Department - Assistant Chief. Vacancies in the position of Fire Department Assistant Chief shall be filled as follows:

Vacancies shall be filled by promotion from the rank of Captain and Lieutenant. Lieutenant applicants must have completed the one (1) year probationary period by the time of the written examination.

When the Appointing Authority determines that a vacancy exists, the Appointing Authority will select one out of the top three (3) candidates on the promotional eligibility list. The Appointing Authority will make his/her selection in accordance with Civil Service Commission Rules unless otherwise specifically set out to the contrary in the Collective Bargaining Agreement. When the Appointing Authority determines a vacancy exists, the Appointing Authority agrees to fill the vacancy in a timely manner. The promotional test will be announced a minimum of thirty (30) days in advance of the testing date and sixty (60) days in advance where practical. The Appointing Authority shall state in general terms the reason for the selection.

Eligibility lists will be created based upon written promotional examinations, oral examinations, oral assessments, and/or evaluations administered by or at the direction of the Strongsville Civil Service Commission. Such eligibility lists shall also be based upon the factors listed in this Section.

A book list will be recommended by the Fire Chief to the Civil Service Commission. The Civil Service Commission shall make the final determination on any and all books to be utilized. A book list of up to five (5) books designated by the Civil Service Commission shall be maintained by the Fire Chief as potential texts to be used on the written examination. The Commission shall determine the texts to be utilized on the specific written examination. Any book added or subtracted from the book list must be announced no later than one hundred twenty (120) days before the date of any written examination. Not less than thirty (30) days before the written test the Civil Service Commission shall announce up to three (3) of the books from the five (5) books maintained to be utilized to develop the written examination. In addition to the texts, the Commission may also include the standard operating procedures (SOP's), the current collective bargaining agreement (CBA), and EMS protocols as part of the examination. These documents will be those in place at the close of business on the date that the announcement for the examination is made.

The promotional process shall be based on a 100 point system on the following items and weights and with the extra credit shown for Assistant Chief candidates:

- | | |
|---|---------------------------------|
| a. Written Examination | 40 points |
| b. Oral Examination, Assessment or Evaluation | 60 points |
| c. Seniority | up to 5 points of extra credit |
| d. Education | up to 15 points of extra credit |

Any candidate interested in taking the Assistant Chief promotional examination must hold a Bachelor's Degree from an accredited institution by the date the written examination is administered. For the position of Assistant Chief, if there are less than three (3) eligible and

willing candidates to compete for the position, then those candidates who otherwise meet the qualifications for appointment who hold an Associate's Degree from an accredited institution as determined by the Civil Service Commission by the date of the written examination shall also be eligible to take the examination.

Written Examination

Candidates must attain a score of at least eighty percent (80%) on the written examination, before any extra credit is given, in order to continue the promotional process.

The written examination will be available for review/challenge to the Civil Service Commission as set out in Rule VI and in Rule IV Section 12 prior to the administration of the oral assessment, evaluation, or examination.

Oral Assessment, Evaluation, or Examination

The oral assessment, evaluation, and/or examination will be administered as soon as practicable after the completion of the written examination and challenge process.

Challenge Period

For the period of time as defined in the protest period contained in these Rules and Regulations after the administration of that portion of the examination (protest period), assessment and evaluation results or scores shall be open to review only by the candidates taking the test for the applicable position. At the end of the protest period, all originals and copies of the written examination, oral examination, assessment and/or evaluation exercises, other than the final grades, shall be returned to the testing company and will not be retained by the City. "Review" does not include copying any of the testing materials or cross referencing the questions to reference material. All reviews will be done in the presence of the Civil Service Commission, its secretary or an individual designated by the Civil Service Commission.

Seniority

Seniority shall be worth a maximum of five (5) extra points to an Assistant Chief's total score.

For the position of Assistant Chief, each candidate shall receive seniority extra credit of one-half ($\frac{1}{2}$) point for each completed year of service before the date of the written examination as a Captain and one-quarter ($\frac{1}{4}$) point for each completed year of service before the date of the written examination as a Lieutenant with the City of Strongsville Fire Department. An applicant for Assistant Chief can earn a maximum of five (5) seniority extra credit points for both positions together.

Education

Education extra credit points shall be applied in the following manner:

- (i) Five (5) points extra credit for an Associate's Degree of Fire Science or Allied Health Science in Emergency Medical Technology or a Bachelor's Degree in any discipline.

- (ii) Ten (10) points extra credit for a Bachelor's Degree in Fire Science, Emergency Management, Business Management or Public Administration.
- (iii) Fifteen (15) points extra credit for a Master's Degree in Public Administration, Emergency Management, or other business or management related field of study as determined by the Civil Service Commission. Completion of the Executive Fire Officer curriculum through either the National Fire Academy or the Ohio Fire Chief's Association shall also qualify as a Master's Degree.

Any such degree must be from an accredited institution as determined by the Civil Service Commission based on the United States Department of Education (USDE) Recognition Data Base (<http://ope.ed.gov/accreditation/search>) or similar Data Base if this Data Base is not available; and it must be attained before the date of the written examination for the position of Assistant Chief. The applicant is required to submit a copy of the applicable diploma(s) as proof of the degree(s) at the time the applicant signs up for the examination.

An applicant for Assistant Chief can earn a maximum of fifteen (15) points of extra credit for education.

Training

For the position of Assistant Chief, training is recognized as an integral part of the firefighter and fire officer's education and experience. Training is a continual process and employees are encouraged to stay engaged in training throughout their careers. All training classes and certifications can be highlighted on the employee's resume' and presented to the appointing authority during the final interview.

Interview and Appointment

After the examination an eligibility list is established and the Commission shall, upon request from the Appointing Authority indicating that a vacancy exists, forthwith certify to the Appointing Authority the names of the top three (3) candidates on the eligibility list. Before making an appointment, the top three (3) candidates shall be interviewed by a panel consisting of the Mayor, the Safety Director, the Human Resources Director, and the Fire Chief. The candidate's entire employee files maintained by the Fire Department and the Director of Human Resources may be reviewed by the Mayor and any of the interviewers. Each candidate may prepare and submit to the interviewers a resume' stating, among other things, the reasons that candidate should be appointed to the position. The other panel members may make suggestions and recommendations, but the final decision rests with the Appointing Authority.

Eligibility List

Eligibility lists created from the promotional process shall be valid for a period of two (2) years.

Probationary Period

Officers promoted to the position of Assistant Chief shall serve a promotional probationary period of one (1) year. During the promotional probationary period the Appointing Authority shall have the sole right to revert the promoted officer to his/her previous rank without such reversion being subject to any grievance or arbitration procedure or appealable to the Civil Service Commission.

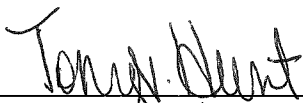
In addition, for the first tests being given in 2015 for Lieutenant and Captain positions the Union agrees and waives the following newly adopted procedure:


- a) The 120 day time period to designate the books to be utilized for the tests;
- b) The 60 day announcement period for the tests;
- c) Agrees that the initial Captain eligibility list will be in place until the fourth Friday of February 2017; and that the initial Lieutenant eligibility list will be in place until the fourth Wednesday in February 2018 notwithstanding anything in the newly adopted promotional process to the contrary.

This Memorandum of Understanding is entered into by and between the parties this 10TH day of June, 2015.

FOR THE STRONGSVILLE
FIREFIGHTERS, IAFF LOCAL 2882

FOR THE CITY OF
STRONGSVILLE





CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2015- 119

BY: Mayor Perciak and All Members of Council

A RESOLUTION DECLARING IT NECESSARY TO LEVY AN ADDITIONAL 1.0 MILL TAX FOR THE PURPOSE OF GENERAL CONSTRUCTION, RECONSTRUCTION, RESURFACING AND REPAIR OF STREETS, ROADS AND BRIDGES PURSUANT TO SECTION 5705.19(G) OF THE OHIO REVISED CODE, REQUESTING THE COUNTY FISCAL OFFICER TO CERTIFY THE TOTAL CURRENT TAX VALUATION OF THE CITY AND THE DOLLAR AMOUNT OF REVENUE THAT WOULD BE GENERATED BY THAT TAX LEVY, AND DECLARING AN EMERGENCY.

WHEREAS, this Council finds that the amount of taxes which may be raised within the ten-mill limitation by levies on the current tax duplicate will be insufficient to provide an adequate amount for the necessary requirements of the City and that it is necessary to levy an additional 1.0 mill tax in excess of that limitation for the purpose of general construction, reconstruction, resurfacing and repair of streets, roads and bridges; and

WHEREAS, in accordance with Division (B) of Section 5705.03 of the Revised Code, in order to submit the question of a tax levy pursuant to Section 5705.19(G) of the Revised Code, this Council must request that the County Fiscal Officer certify (i) the total current tax valuation of the City and (ii) the dollar amount of revenue that would be generated by the levy; and

WHEREAS, in further accordance with Division (B) of Section 5705.03 of the Revised Code, upon receipt of a certified copy of a resolution of this Council declaring the necessity of the tax, stating its purpose, whether it is an additional levy or a renewal or a replacement of an existing tax, and the Section of the Revised Code authorizing its submission to the electors, and requesting such certification, the County Fiscal Officer is to certify the total current tax valuation of the City and the dollar amount of revenue that would be generated by the proposed levy;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, CUYAHOGA COUNTY, OHIO, two-thirds of all the members elected thereto concurring, that:

Section 1. This Council declares that it is necessary to levy, for a period of five years, beginning with the tax list and duplicate for the year 2015, the proceeds of which would be available to this City in the calendar year 2016, an additional 1.0 mill ad valorem property tax outside of the ten-mill limitation for the purpose of general construction, reconstruction, resurfacing and repair of streets, roads and bridges, and that it intends to submit the question of that additional levy to the electors at an election on November 3, 2015, as authorized by Sections 5705.19(G) of the Revised Code.

Section 2. This Council requests the County Fiscal Officer to certify to it both (i) the total current tax valuation of the City and (ii) the dollar amount of revenue that would be generated by the additional levy specified in Section 1.

Section 3. The Clerk of Council is hereby authorized and directed to deliver promptly to the County Fiscal Officer a certified copy of this resolution.

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

Section 5. This resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City and for the further reason that this resolution is required to be immediately effective in order to permit necessary arrangements to be made in sufficient time for the aforesaid election; wherefore, this resolution shall be in full force and effect from and immediately after its adoption and approval by the Mayor.

 President of Council

Approved: _____
 Mayor

Date Adopted: _____, 2015

Date Approved: _____, 2015

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

Attest: _____
 Clerk of Council

RES.
 ORD. No. 2015-119. Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2015 - 120

By: Mayor Perciak and Mr. Southworth

A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS FOR REMOVAL AND REPLACEMENT OF EXISTING ROOFING OVER THE FITNESS AREA, LOCKER ROOMS AND ADMINISTRATIVE OFFICES AT THE CITY OF STRONGSVILLE WALTER F. EHRNFELT RECREATION & SENIOR CENTER.

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 removal and replacement of approximately 22,400 square feet of existing roofing membrane, insulation and roofing components for the fitness area, locker rooms and administrative offices at the Walter F. Ehrnfelt Recreation & Senior Center, all in accordance with specifications on file in the office of the Building Commissioner, 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 Recreation 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: _____

RES. Clerk of Council
ORD. No. 2015-120 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2015 – 121

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO AGREE AND CONSENT TO A RENEWAL OF THE CUYAHOGA COUNTY BUSINESS RETENTION AND ATTRACTION PROTOCOL WITH SUPPLEMENTAL LETTER, IN THE INTEREST OF REGIONAL COLLABORATION TO PROMOTE ECONOMIC DEVELOPMENT.

WHEREAS, by and through Ordinance No. 2012-084, the Council authorized and directed the Mayor to enter into a Business Attraction and Anti-Poaching Protocol, including an attached Supplemental Letter, with Cuyahoga County; and

WHEREAS, the current County Executive now wishes to renew the County's commitment with many of the communities located within Cuyahoga County by entering into the Cuyahoga County Business Retention & Attraction Protocol, for continued regional collaboration to promote economic development; and to that end, the communities hope to work closely with the County to make their communities and the region more attractive to business, but at the same time not doing so at the expense of their neighbors; and

WHEREAS, the purpose of the Cuyahoga County Business Retention & Attraction Protocol is to: (1) facilitate interactions between the County and the communities to promote economic development; (2) establish a County-based "one-stop shop" for businesses considering location or expansion in Cuyahoga County; (3) express the commitment of the participating communities that they will not actively pursue the re-location of a business that has not indicated it is considering a move from its current location in another participating community; and (4) in instances where a business is exploring a possible move, establish procedures to balance the interests of the business' home community and other participating communities; and

WHEREAS, participation in the within Protocol will render the City of Strongsville eligible to participate in the proposed County Economic Development Fund known as the "Western Reserve Fund" and other programs; and

WHEREAS, a majority of the municipalities and other communities in Cuyahoga County have agreed to the Protocol.

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

Section 1. That the agreement and consent of the City of Strongsville be and is hereby given to the Cuyahoga County Business Retention & Attraction Protocol attached hereto as Exhibit A and incorporated herein by reference, including the

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2015 – 121
Page 2

Supplemental Letter from Cuyahoga County attached hereto as Exhibit B, and also incorporated herein by reference.

Section 2. That the Mayor be and is hereby authorized and directed to enter into the Protocol, Exhibit A, along with the Supplemental Letter, Exhibit B; and that the Mayor, Economic Development Director and Director of Finance are authorized to undertake whatever further actions are reasonably necessary to implement the terms and conditions of such agreement.

Section 3. That the Clerk of Council be and is hereby authorized and directed to forward a certified copy of this Ordinance, along with the executed Agreement and Supplemental Letter, to Executive Armond Budish of Cuyahoga County, the County's Department of Development, and the office of Cuyahoga County Council.

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 actions were in meetings open to the public, in compliance with all legal requirements.

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

 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. 2015-121 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

CUYAHOGA COUNTY BUSINESS RETENTION & ATTRACTION PROTOCOL

Purpose

The communities of Cuyahoga County wish to enter a new era of regional collaboration to promote economic development. To that end, they hope to work closely with the county to make their communities and the region more attractive to business. While these communities want to encourage businesses to locate within their boundaries, they prefer not to do so at the expense of their neighbors. Inevitably, some businesses, for their own reasons, will choose to explore re-location from one community in Cuyahoga County to another. In such instances, a balance should be struck to allow the first community the opportunity to retain the business and the second community or communities the opportunity to attract it. However, if a business has not expressed an interest in re-locating, most believe that communities should not actively pursue or "poach" that company to encourage it to move from its current location.

The purpose of this Business Attraction and Anti-Poaching Protocol is to: (1) facilitate interactions between the county and the communities to promote economic development; (2) establish a county-based "one-stop shop" for businesses considering location or expansion in Cuyahoga County; (3) express the commitment of the participating communities that they will not actively pursue the re-location of a business that has not indicated that it is considering a move from its current location in another participating community; and (4) in instances where a business is exploring a possible move, establish procedures to balance the interests of the business' home community and other participating communities.

Principles and Protocols

In the interest of promoting the economic well-being and growth of our communities, Cuyahoga County, and Northeast Ohio, we, the undersigned, agree to the following economic development actions, principles and protocols (the "Agreement"):

1. **Business Retention and Expansion Advisory Council Established:** The undersigned agree to participate in Cuyahoga County's Business Retention and Expansion Advisory Council (BREAC), a virtual organization that facilitates the distribution of leads from economic development organizations and site selectors to participating communities. BREAC is also a source for accessing County economic development resources and programs. Membership in BREAC is limited to those communities that enter into this Agreement (the "participating communities") and is the County's first step towards establishing a "one-stop shop" for businesses considering location or expansion in Cuyahoga County. In furtherance of that effort, the participating communities further agree to:
 - a. Designate one person to the County's "deal team network" as the community's point of contact for all economic development matters.
 - b. Provide the community's updates to the County's "deal team database" of city resources, which provides information about participating communities' economic development programs and incentives.
 - c. Provide the community's updates to a central "available property" database.
 - d. Assist the County and economic development organizations, such as Team NEO and the Greater Cleveland Partnership, when economic development leads are identified.

2. **Business Attraction and Retention Principles:** Cuyahoga County's economy will be stronger if its communities work together, rather than against each other. These communities should focus their economic development efforts on the attraction of new businesses, the retention and expansion of existing businesses, and the promotion of their communities as good places to do business. While some businesses will choose, for their own reasons, to re-locate within the county, the focus of economic development efforts should not be on encouraging companies to move from one community to another within the county.

3. **Active Pursuit/"Poaching" of Businesses:** In keeping with the above principle, we agree that, where a business has not indicated that it is considering a move from its current location in a participating community, we will not actively pursue that business to encourage it to re-locate. "Actively pursue" means to initiate contact with the business directly, with the intent of luring

the business, through cold calls, visits, mail solicitations, or marketing directed specifically at that business. This does not preclude a community from generally marketing itself as a good place to do business or generally advising its residents about the benefits of locating their businesses in their home communities.

4. **Protocol in the Event a Business Indicates That It Is Considering a Re-Location:** The following protocol applies to businesses with 25 or more full-time employees. In the event such a business residing in a different participating community contacts the mayor, manager, trustee, or economic development director of the undersigned community, either directly or through a representative, to discuss a possible re-location, we agree to follow the following protocol:
 - a. We will advise the business that we want to assist the business so that they are successful.
 - b. We will ask the business whether it has advised the community in which it is currently located that it is considering a re-location and, if not, whether it objects to our advising the home community of the inquiry. If the home community has not been advised and the business does not object, we will promptly notify the mayor, manager, or trustees of the home community in writing of the inquiry.
 - c. We will not publicly propose or offer incentives to the business in support of a re-location until either the business verifies that it has notified the home community of the possible re-location or we have given that notice.
 - d. We will advise the business, if asked, that Cuyahoga County may condition the awarding of county incentives and assistance on the receipt of consent from the community in which the business is currently located.
 - e. We will agree to discuss the possible relocation with the mayor, manager, or trustees of the affected home community if asked by those officials.
 - f. Without making any commitment to revenue share and noting that some signatories do not favor revenue sharing, we will agree to have a discussion about the possibility of a revenue sharing agreement with the mayor, manager, or trustees of the affected home community if asked by those officials.

5. **Protocol in the Event a Business is Considering a Consolidation:** In the event a business with operations in one or more participating communities contacts a participating community to indicate that it is considering consolidating its operations in the contacted community, that community shall treat the situation as it would a potential re-location and follow the protocol outlined above.
6. **Protocol in the Event the County Learns of a Re-Location or Consolidation from a Participating Community to a Non-Participating Community:** In the event the County learns that a business is considering relocating or consolidating operations from one or more participating communities to a non-participating community or communities, the County shall have the responsibility to execute the protocols listed above.
7. **Effect of Non-Participation:** Cuyahoga County strongly encourages communities to participate in this Agreement. The County reserves the right to consider participation in this Agreement in evaluating applications under the proposed County Economic Development Fund and other programs.
8. **Term:** The Agreement shall remain in force until rescinded under the discretion of the County Executive or under such conditions in accordance to Section 9(A) below.
9. **General Provisions**
 - A. **Termination:** This Agreement may be terminated in its entirety by the mutual written agreement of all then-current participating communities. In the event a participating community wishes to terminate its participation, it shall provide notice of its intent to terminate to the County Executive and the other participating communities. Such termination shall be effective as of the date stated in such notice.
 - B. **Amendment or Modification:** This Agreement may be amended or modified by the participating communities, provided that any such modification or amendment shall become effective only upon the written agreement by the authorized authority of each participating community.

C. **Capacity to Execute:** The undersigned hereby certifies that all actions necessary to execute this Agreement were taken, and the person executing this Agreement is authorized to do so and has the power to bind the jurisdiction to the terms and conditions contained herein.

D. **No Cause of Action Created:** No cause of action (direct, derivative, taxpayer, third-party beneficiary, or any other kind) is created or intended to be created by this Agreement.

IN WITNESS WHEREOF, each of the parties committing to the above principles and protocols has caused this Agreement to be executed by its duly-authorized representative as of the date indicated.

CUYAHOGA COUNTY, OHIO

Armond Budish

County Executive

DATE: _____

JURISDICTION: CITY OF STRONGSVILLE

BY: _____

POSITION: Thomas P. Perciak, Mayor

DATE: _____



ARMOND BUDISH
Cuyahoga County Executive

RECEIVED

MAY 27 2015

LAW DEPARTMENT
CITY OF STRONGSVILLE

May 21, 2015

Mayor Thomas Perciak
City of Strongsville
16099 Foltz Parkway
Strongsville, Ohio 44149

Dear Mayor Perciak:

I am writing you to convey the County's Business Retention & Attraction Protocol renewal in regards to the City of Strongsville. I understand that Strongsville wishes both to sign the Protocol renewal and ensure that its situation and proposed approach are understood and approved by the County. I understand that Strongsville seeks to act according to the enhanced spirit of cooperation with its neighbors as well as with a renewed focus on business retention and attraction to help grow the community and the County. I am setting forth below our agreed understanding of Strongsville's situation and proposed approach and the County's acknowledgement that, if that approach is followed by Strongsville's, the County would view the community to be in compliance with the Protocol.

The City of Strongsville owns a large undeveloped industrial park which it seeks to market through a private broker. Strongsville does not and does not wish to wrongfully attract businesses, as defined in the Protocol. However, the community has this concern: its broker, in addition to representing Strongsville, may also represent private clients or sites and, in representing those other clients and sites, may solicit businesses that have not expressed an interest in re-locating. The City of Strongsville will not ask the broker to make such solicitations on its behalf, but also does not want to be accused of wrongfully attracting business in the event the broker's private solicitations indirectly prompt a re-location and that re-location is to that community.

All parties, including the County, agree that community ownership of a commerce park is not typical and we appreciate Strongsville's dilemma. The Protocol is designed to commit communities to following certain practices; it does not control the actions of private brokers. Accordingly, there needs to be a balance between the City's interest in promoting its own commerce park and the desire not to wrongfully attract business and to follow the Protocol. Therefore, the following approach is suggested: A community like Strongsville that enlists a private broker to market a community-owned site should advise the broker that it is a party to the Business Retention & Attraction Protocol (a copy of which it should provide the broker) and does not wish the broker to solicit, on the community's behalf, businesses in signatory communities that have not expressed a desire to re-locate. If the broker intends to solicit such businesses on behalf of private clients or sites, the community should advise the broker that it does not wish its site to be brought up in those discussions by the broker. Because the Protocol does not control private brokers, there is always a risk that a broker's efforts on behalf of private clients will lead to intra-county re-locations. As long as the community, here the City of Strongsville, did not actively prompt those efforts, it would be the County's interpretation and conclusion that the City of Strongsville, as a community, did not engage in wrongful business attraction within the terms of the Protocol.



ARMOND BUDISH
Cuyahoga County Executive

I appreciate your efforts to clarify the unusual situation faced by Strongsville and to advance the Protocol. We look forward to working with your community and the other signatories as we seek to improve economic development efforts throughout Cuyahoga County.

Sincerely,

A handwritten signature in black ink that reads "Armond Budish". The signature is written in a cursive, flowing style.

Armond Budish
County Executive

CC: Edward H. Kraus, Director of Regional Collaboration
Nathan Kelly, Interim Director of Development