



City of Strongsville

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

September 3, 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 **Tuesday, September 8, 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 7:15 p.m. All committees listed will meet immediately following the previous committee:

7:15 P.M.

Planning Zoning and Engineering Committee will meet to discuss Ordinance Nos. 2015-156, 2015-157, 2015-158, 2015-160, 2015-161, 2015-162, 2015-163, 2015-164, 2015-165 and Resolution Nos. 2015-159 and 2015-166.

Finance Committee will meet to discuss Ordinance Nos. 2015-172, 2015-173, 2015-174 and Resolution Nos. 2015-167, 2015-168, 2015-169, 2015-170 and 2015-171.

Public Safety and Health Committee will meet to discuss Ordinance Nos. 2015-175, 2015-178 and Resolution Nos. 2015-176, 2015-177, 2015-179 and 2015-180.

Public Service and Conservation Committee will meet to discuss Ordinance Nos. 2015-181 and 2015-182.

Communication and Technology Committee will meet to discuss Ordinance No. 2015-183.

Recreation and Community Services Committee will meet to discuss Ordinance No. 2015-184.

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

Committee of the Whole will meet to discuss Ordinance No. 2015-185.

Motion to approve the Committee of the Whole meeting minutes of July 14, 2015.

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
TUESDAY, SEPTEMBER 8, 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 – July 20, 2015*
6. APPOINTMENTS, CONFIRMATIONS, AWARDS AND RECOGNITION:
 - *Mayor's appointment and Council confirmation of Thomas E. Smeader to fill the vacancy and unexpired term of Glenn W. Goist, as a member of the City's Board of Zoning Appeals, expiring March 14, 2017.*
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:
 - *A motion to ratify, approve and note the burial of Bethanne Flamik in Section E, Lot #141, Grave H, based on the owner's designation of wishes for interments in the Strongsville Municipal Cemetery.*
 - 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. 2015-156 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ENGINEER TO PREPARE AND SUBMIT AN APPLICATION FOR STATE OF OHIO ISSUE 1 FUNDING FOR IMPROVEMENTS TO THE MUNICIPAL SANITARY SEWER SYSTEM IN CONNECTION WITH THE BOWMAN DRIVE/FETZER DRIVE SANITARY SEWER PROJECT IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Ordinance No. 2015-157 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ENGINEER TO PREPARE AND SUBMIT AN APPLICATION FOR STATE OF OHIO ISSUE 1 FUNDING IN CONNECTION WITH THE HOWE ROAD-SHURMER ROAD INTERSECTION IMPROVEMENT PROJECT IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Ordinance No. 2015-158 by Mr. Maloney. AN ORDINANCE ACCEPTING FOR RECORDING PURPOSES ONLY THE PLAT OF LOVE FARM SUBDIVISION IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Resolution No. 2015-159 by Mr. Maloney. A RESOLUTION DECLARING THE INTENT OF THE COUNCIL OF THE CITY OF STRONGSVILLE TO ACCEPT FOR DEDICATION CERTAIN STREETS WITHIN LOVE FARM SUBDIVISION IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Ordinance No. 2015-160 by Mayor Perciak and Mr. Maloney. AN ORDINANCE AMENDING SECTION 1050.16(e) OF CHAPTER 1050 PRETREATMENT REQUIREMENTS, OF TITLE FOUR OF PART TEN OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE, TO UPDATE VARIOUS SUPPLEMENTARY LIMITATIONS ON WASTEWATER STRENGTH, AND DECLARING AN EMERGENCY.
- Ordinance No. 2015-161 by Mr. Maloney. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR IMPROVEMENTS TO ADDITIONAL STREETS IN THE CITY OF STRONGSVILLE IN CONNECTION WITH THE PAVEMENT RECONSTRUCTION PROGRAM FOR 2015-PHASE III, AND DECLARING AN EMERGENCY.
- Ordinance No. 2015-162 by Mayor Perciak and Mr. Maloney. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE 2015 WEST 130TH PUMP STATION PROJECT, AND DECLARING AN EMERGENCY.

- Ordinance No. 2015-163 by Mayor Perciak and Mr. Maloney. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE PEBBLE BROOK LANE CULVERT MODIFICATION PROJECT, AND DECLARING AN EMERGENCY.
- Ordinance No. 2015-164 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A LPA FEDERAL LOCAL-LET PROJECT AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION TO PROVIDE FUNDING IN CONNECTION WITH THE PEARL ROAD REPAIR AND RESURFACE PROJECT (CUY-US 42-1.98) FROM SHURMER ROAD TO NORTH OF VALLEY PARKWAY [ODOT PID NO. 100240], AGREEMENT NO. 27268], AND DECLARING AN EMERGENCY.
- Ordinance No. 2015-165 by Mr. Maloney. AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ISSUE AND APPROVE CHANGE ORDER NO. 7 (FINAL) FOR A FURTHER INCREASE IN THE CONTRACT PRICE IN ACCORDANCE WITH THE PROVISIONS OF THE CONTRACT BETWEEN THE CITY OF STRONGSVILLE AND FABRIZI TRUCKING & PAVING CO., INC., IN CONNECTION WITH THE PEARL ROAD WIDENING PROJECT PHASE II (CUY-42-0.00), AND DECLARING AN EMERGENCY.
- Resolution No. 2015-166 by Mr. Maloney. A RESOLUTION CONFIRMING PLANNING COMMISSION APPROVAL OF THE FINAL SITE PLAN FOR AN ADDITION TO THE STRONGSVILLE V.F.W. POST 3345 BUILDING IN THE CITY OF STRONGSVILLE.
- Resolution No. 2015-167 by Mayor Perciak and All Members of Council. A RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY FISCAL OFFICER.
- Resolution No. 2015-168 by Mayor Perciak and Mr. Dooner. A RESOLUTION REQUESTING THE FISCAL OFFICER OF CUYAHOGA COUNTY TO ADVANCE CERTAIN FUNDS, BOTH GENERAL OPERATING AND SPECIAL ASSESSMENTS, TO THE CITY OF STRONGSVILLE, OHIO, AND DECLARING AN EMERGENCY.
- Resolution No. 2015-169 by Mr. Dooner. A RESOLUTION AUTHORIZING AND DIRECTING THE DIRECTOR OF FINANCE OF THE CITY TO CERTIFY TO THE FISCAL OFFICER OF CUYAHOGA COUNTY UNPAID PROPERTY MAINTENANCE NUISANCE ABATEMENTS FOR LEVY AND COLLECTION ACCORDING TO LAW, AND DECLARING AN EMERGENCY.
- Resolution No. 2015-170 by Mayor Perciak and Mr. Dooner. A RESOLUTION APPROVING A REVISED STATEMENT OF INVESTMENT POLICY FOR THE INVESTMENT OF PUBLIC FUNDS BY THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Resolution No. 2015-171 by Mayor Perciak and Mr. Dooner. A RESOLUTION AMENDING RESOLUTION NO. 2015-029 AND VARIOUS PRIOR RESOLUTIONS TO DESIGNATE AN ADDITIONAL DEPOSITORY FOR ACTIVE AND INTERIM FUNDS OF THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

- Ordinance No. 2015-172 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO A DISCRETIONARY INVESTMENT MANAGEMENT AGREEMENT FOR PROFESSIONAL MANAGEMENT OF VARIOUS CITY FUNDS, AND DECLARING AN EMERGENCY.
- Ordinance No. 2015-173 by Mayor Perciak and All Members of Council. AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF \$1,000,000 NOTES, IN ANTICIPATION OF THE ISSUANCE OF BONDS, FOR THE PURPOSE OF IMPROVING STREETS AS DESIGNATED IN PLANS APPROVED OR TO BE APPROVED BY COUNCIL, WHERE NECESSARY AS SET FORTH IN SUCH PLANS, RECONSTRUCTING PAVEMENT, CURBS, CURB RAMPS, CATCH BASINS AND DRIVEWAY APRONS, ADJUSTING MANHOLE CASTINGS AND WATER VALVE BOXES, RESURFACING, AND OTHERWISE IMPROVING THE SAME (2013 STREET PROGRAM), AND DECLARING AN EMERGENCY.
- Ordinance No. 2015-174 by Mayor Perciak and All Members of Council. AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF \$800,000 NOTES, IN ANTICIPATION OF THE ISSUANCE OF BONDS, FOR THE PURPOSE OF IMPROVING STREETS AS DESIGNATED IN PLANS APPROVED OR TO BE APPROVED BY COUNCIL BY, WHERE NECESSARY AS SET FORTH IN SUCH PLANS, RECONSTRUCTING PAVEMENT, CURBS, CURB RAMPS, CATCH BASINS AND DRIVEWAY APRONS, ADJUSTING MANHOLE CASTINGS AND WATER VALVE BOXES, RESURFACING, AND OTHERWISE IMPROVING THE SAME (2015 STREET PROGRAM), AND DECLARING AN EMERGENCY.
- Ordinance No. 2015-175 by Mayor Perciak and Mr. DeMio. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR EMERGENCY REPAIRS TO THE HVAC BOILER SYSTEM AT THE CITY'S POLICE DEPARTMENT HEADQUARTERS BUILDING ON ROYALTON ROAD, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.
- Resolution No. 2015-176 by Mayor Perciak and All Members of Council. A RESOLUTION ACCEPTING THE DONATION OF \$4,000.00 FROM WAL-MART STORES, INC. THROUGH ITS COMMUNITY GRANT PROGRAM, TO THE CITY OF STRONGSVILLE FIRE AND POLICE DEPARTMENTS FOR THE PURCHASE OF FIRE SAFETY MATERIALS AND EQUIPMENT FOR USE BY THE SAFETY TOWN PROGRAM.
- Resolution No. 2015-177 by Mayor Perciak and All Members of Council. A RESOLUTION ACCEPTING TWO DONATIONS OF \$1,000.00 EACH FROM SWAGELOK COMPANY TO THE CITY OF STRONGSVILLE TO BE USED FOR EDUCATION AND TRAINING FOR THE STRONGSVILLE POLICE AND FIRE DEPARTMENTS.
- Ordinance No. 2015-178 by Mayor Perciak and Mr. DeMio. AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO AN AGREEMENT WITH PHYSIO-CONTROL, INC. FOR THE INSPECTION, SUPPORT AND SERVICING OF CERTAIN FIRE DEPARTMENT LIFE-SAVING EQUIPMENT, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.

- Resolution No. 2015-179 by Mayor Perciak and Mr. DeMio. A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE A REQUEST FOR QUALIFICATIONS AND PROPOSALS FOR ARCHITECTURAL AND ENGINEERING DESIGN AND CONSULTING SERVICES FOR THE RENOVATION AND MECHANICAL UPGRADE OF FIRE STATION NO. 3 – ALBION ROAD.
- Resolution No. 2015-180 by Mayor Perciak and All Members of Council. A RESOLUTION ACCEPTING THE DONATION OF EXERCISE EQUIPMENT TO THE CITY OF STRONGSVILLE, FOR USE AT THE CITY'S FIRE DEPARTMENT HEADQUARTERS ON PROSPECT ROAD.
- Ordinance No. 2015-181 by Mayor Perciak and Mr. Carbone. AN ORDINANCE RATIFYING, CONFIRMING AND APPROVING THE FILING OF AN APPLICATION FOR FINANCIAL ASSISTANCE WITH THE CUYAHOGA COUNTY SOLID WASTE DISTRICT, AND FURTHER RATIFYING AND AUTHORIZING THE ACCEPTANCE OF THE AWARD OF A GRANT UNDER THE 2015 COMMUNITY RECYCLING AWARENESS GRANT PROGRAM, AND DECLARING AN EMERGENCY.
- Ordinance No. 2015-182 by Mr. Carbone. AN ORDINANCE AUTHORIZING THE SALE AT PUBLIC AUCTION OF CERTAIN OBSOLETE AND SURPLUS VEHICLES NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE, AND DECLARING AN EMERGENCY.
- Ordinance No. 2015-183 by Mr. Schonhut. AN ORDINANCE AMENDING SECTION 1 OF ORDINANCE NO. 2015-018 TO EXTEND THE TERM OF THE CONTRACT WITH ADVIZEX TECHNOLOGIES, LLC, UNDER THE OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES CONTRACTS AUTHORIZING THE PURCHASE OF SOFTWARE AND HARDWARE MAINTENANCE, AND SYSTEM UPGRADE SERVICES IN SUPPORT OF THE CITY'S DATA SYSTEMS, AND DECLARING AN EMERGENCY.
- Ordinance No. 2015-184 by Mr. Southworth. AN ORDINANCE RATIFYING, CONFIRMING AND APPROVING THE MAYOR ENTERING INTO A CONTRACT FOR EMERGENCY REPAIRS TO THE GENERATOR AT THE CITY'S EHRNFELT RECREATION CENTER, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.
- Ordinance No. 2015-185 by Mayor Perciak and All Members of Council. AN ORDINANCE APPROVING AND ADOPTING MID-YEAR REPLACEMENT PAGES TO THE CODIFIED ORDINANCES OF THE CITY, REPEALING ORDINANCES AND RESOLUTIONS IN CONFLICT THEREWITH, AND DECLARING AN EMERGENCY.

11. COMMUNICATIONS, PETITIONS AND CLAIMS:

- Application for Permit: TRFO-C1-C2-D6: To: Y E Y LLC; 15387 Pearl Road, Strongsville, Ohio 44136 (Responses must be postmarked no later than 09/24/2015).

12. MISCELLANEOUS BUSINESS:

13. ADJOURNMENT:

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2015 – 156

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ENGINEER TO PREPARE AND SUBMIT AN APPLICATION FOR STATE OF OHIO ISSUE 1 FUNDING FOR IMPROVEMENTS TO THE MUNICIPAL SANITARY SEWER SYSTEM IN CONNECTION WITH THE BOWMAN DRIVE/FETZER DRIVE SANITARY SEWER PROJECT IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

WHEREAS, this Council is desirous of making application for State of Ohio Issue 1 funding, including both a grant and loan (at zero percent interest), for improvements to the Municipal Sanitary Sewer System, consisting of the installation of an 8" sanitary sewer collection line, manholes and house connections, in connection with the Bowman Drive/Fetzer Drive Sanitary Sewer Project, with a total overall estimated cost of \$1,428,212.00.

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

Section 1. That the Mayor and City Engineer be and are hereby authorized and directed to prepare and submit an application to the Ohio Public Works Commission for some \$1,142,570.00 in Issue 1 funding, including both a grant and loan, for improvements to the Municipal Sanitary Sewer System in connection with the Bowman Drive/Fetzer Drive Sanitary Sewer Project; and to execute all documents and do all things necessary in furtherance thereof.

Section 2. That, if such application is approved, it is the intent of this Council to pay for the City's portion of the costs in connection with such project, estimated to be some \$285,642.00, from the Sanitary Sewer Fund and through the collection of special assessments and such other local and/or state funds which become available for such project.

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

Section 4. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2015 – 156
Page 2

welfare of the City, and for the further reason that the preparation and submission of the application is immediately necessary in order to meet the application deadline date, provide for an improved public sewer system for residents, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

 President of Council

Approved: _____
 Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
 Clerk of Council

ORD. No. 2015-156. Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2015 – 157

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ENGINEER TO PREPARE AND SUBMIT AN APPLICATION FOR STATE OF OHIO ISSUE 1 FUNDING IN CONNECTION WITH THE HOWE ROAD-SHURMER ROAD INTERSECTION IMPROVEMENT PROJECT IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

WHEREAS, this Council is desirous of making application for State of Ohio Issue 1 funding, including both a grant and loan (at zero percent interest), to widen the Howe Road-Shurmer Road intersection area, and provide a northbound left turn lane, a southbound right turn lane, and an eastbound left turn, with necessary appurtenances, all in connection with the Howe Road-Shurmer Road Intersection Improvement Project, with a total overall estimated cost of \$2,640,000.00.

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

Section 1. That the Mayor and City Engineer be and are hereby authorized and directed to prepare and submit an application to the Ohio Public Works Commission for some \$1,584,000.00 in Issue 1 funding, including both a grant and loan, for intersection improvements in connection with the Howe Road-Shurmer Road Intersection Improvement Project; and to execute all documents and do all things necessary in furtherance thereof.

Section 2. That, if such application is approved, it is the intent of this Council to pay for the City's portion of the costs in connection with such project, estimated to be some \$1,056,000.00, 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 immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that the preparation and submission of the application is immediately necessary in order to meet the application deadline date, provide for improved traffic flow and safe roads for residents and the traveling public,

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2015 – 157
Page 2

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

 President of Council

Approved: _____
 Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
 Clerk of Council

ORD. No. 2015-157. Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2015 – 158

By: Mr. Maloney

AN ORDINANCE ACCEPTING FOR RECORDING PURPOSES ONLY THE PLAT OF LOVE FARM SUBDIVISION IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

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

WHEREAS, Love Farm Development Co., Ltd., the owner of said Subdivision, has submitted the subdivision plat (attached hereto as Exhibit 1) to the Planning Commission of the City of Strongsville, and the Planning Commission approved the plat on June 25, 2015, subject to certain conditions which have been satisfied; and

WHEREAS, the City Engineer 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 and map 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 August 1, 2016.

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.

Section 3. That subject to the aforesaid Agreement, the Council of the City of Strongsville does hereby approve the subdivision plat submitted by Love Farm

Development Co., Ltd., owner and developer of Love Farm Subdivision, 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 Recorder. The Engineer is further directed to endorse on the plat that the plat is to be filed and 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 assure proper development of all lots and land within the City of Strongsville, and to conform to legal requirements. 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

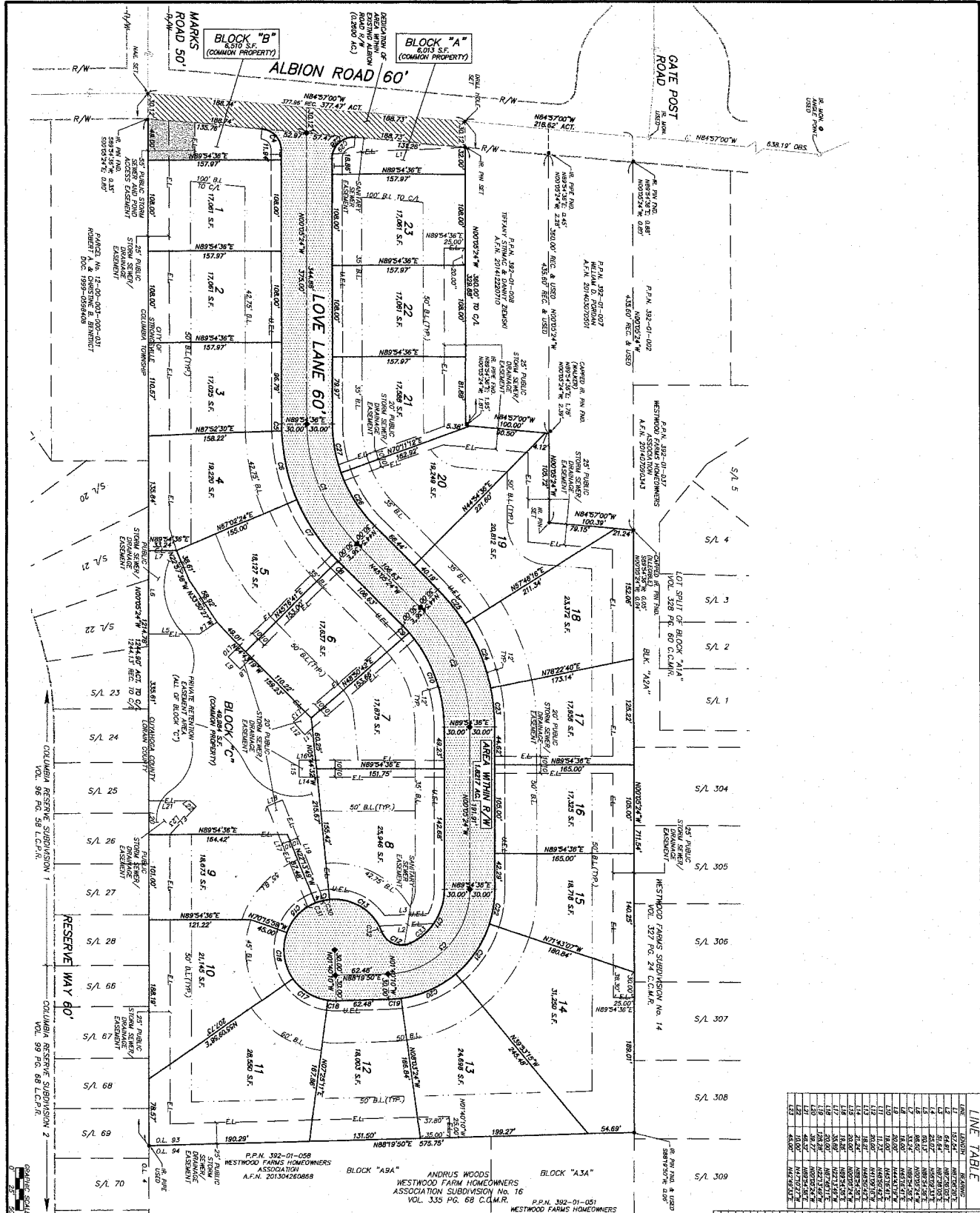
Date Passed: _____ Date Approved: _____

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

Attest: _____
 Clerk of Council

ORD. No. 2015-158 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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



2

DAVID B. BRINK & ASSOCIATES, INC.

1100 N. W. 10th St., Suite 100, Ft. Lauderdale, FL 33304

TEL: 954-562-1100 FAX: 954-562-1101

WWW.DBBRINK.COM

DATE: 04/18/2013

PROJECT: 4439C-2

2

LINE TABLE

LINE NO.	DESCRIPTION	STARTING POINT	ENDING POINT	LENGTH
1	15'	157.44'	157.44'	0.00'
2	15'	157.44'	157.44'	0.00'
3	15'	157.44'	157.44'	0.00'
4	15'	157.44'	157.44'	0.00'
5	15'	157.44'	157.44'	0.00'
6	15'	157.44'	157.44'	0.00'
7	15'	157.44'	157.44'	0.00'
8	15'	157.44'	157.44'	0.00'
9	15'	157.44'	157.44'	0.00'
10	15'	157.44'	157.44'	0.00'
11	15'	157.44'	157.44'	0.00'
12	15'	157.44'	157.44'	0.00'
13	15'	157.44'	157.44'	0.00'
14	15'	157.44'	157.44'	0.00'
15	15'	157.44'	157.44'	0.00'
16	15'	157.44'	157.44'	0.00'
17	15'	157.44'	157.44'	0.00'
18	15'	157.44'	157.44'	0.00'
19	15'	157.44'	157.44'	0.00'
20	15'	157.44'	157.44'	0.00'
21	15'	157.44'	157.44'	0.00'
22	15'	157.44'	157.44'	0.00'
23	15'	157.44'	157.44'	0.00'
24	15'	157.44'	157.44'	0.00'
25	15'	157.44'	157.44'	0.00'
26	15'	157.44'	157.44'	0.00'
27	15'	157.44'	157.44'	0.00'
28	15'	157.44'	157.44'	0.00'
29	15'	157.44'	157.44'	0.00'
30	15'	157.44'	157.44'	0.00'

CURVE TABLE

LINE NO.	STARTING POINT	ENDING POINT	LENGTH	CHORD BEARING	CHORD DISTANCE	ARC BEARING	ARC DISTANCE
1	157.44'	157.44'	0.00'				
2	157.44'	157.44'	0.00'				
3	157.44'	157.44'	0.00'				
4	157.44'	157.44'	0.00'				
5	157.44'	157.44'	0.00'				
6	157.44'	157.44'	0.00'				
7	157.44'	157.44'	0.00'				
8	157.44'	157.44'	0.00'				
9	157.44'	157.44'	0.00'				
10	157.44'	157.44'	0.00'				
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SUBDIVISION IMPROVEMENTS SECURITY AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2015, by and between **LOVE FARM DEVELOPMENT CO., LTD.**, an Ohio limited liability company, located at 10474 Broadview Road, 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, Love Farm Development Co., Ltd. is the owner and developer of certain property known as Permanent Parcel Number 392-01-001, located in the City of Strongsville; and

WHEREAS, Developer is desirous of developing the aforesaid property owned by it and known as **LOVE FARM SUBDIVISION**, as the same was approved by the City's Planning Commission on June 25, 2015, subject to conditions which have been substantially satisfied; 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 **LOVE FARM SUBDIVISION**, 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 June 25, 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 August 1, 2016; 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 **FIRST FEDERAL OF LAKEWOOD**, a financial institution located at 14806 Detroit Avenue, Lakewood, Ohio 44107 (hereinafter referred to as "Escrow Agent") the total sum of \$1,055,000.00 (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 **FIRST FEDERAL OF LAKEWOOD** 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 disbursal 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"
LOVE FARM DEVELOPMENT CO., LTD.
(an Ohio Limited Liability Co.)

Virginia Roberts

VR

By: _____
Its: *President*

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

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"), **LOVE FARM DEVELOPMENT CO., LTD.**, an Ohio limited liability company, organized and existing under the laws of the State of Ohio, located at 10474 Broadview Road, Broadview Heights, Ohio 44147 ("Owner"), and **FIRST FEDERAL OF LAKEWOOD**, a financial institution and escrow agent, located at 14806 Detroit Avenue, Lakewood, 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 **One Million Fifty-Five Thousand and no/100 Dollars (\$1,055,000.00)** ("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:

FIRST FEDERAL OF LAKEWOOD

14806 Detroit Avenue
Lakewood, Ohio 44107

Attention: Richard Goss, Vice President

LOVE FARM DEVELOPMENT CO., LTD.

10474 Broadview Road
Broadview Heights, Ohio 44147

Attention: Sam Petros, 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:

LOVE FARM DEVELOPMENT CO., LTD.
(an Ohio Limited Liability Co.)

Virginia Roberts
A/R

By: [Signature]

Its: President

CITY OF STRONGSVILLE, OHIO

By: _____

Thomas P. Perciak

Its: Mayor

[Signature]
[Signature]

FIRST FEDERAL OF LAKEWOOD

By: [Signature]

Its: Vice President

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2015 – 159

By: Mr. Maloney

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

WHEREAS, pursuant to Ordinance No. 2015-158 duly passed by this Council on _____, the Council of the City of Strongsville accepted the plat submitted by Love Farm Development Co., Ltd., the owner of Love Farm Subdivision 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, a resolution of intent is required from the City of Strongsville before issuing 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 Love Farm Subdivision, 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. 2015-158.

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.

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 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. 2015-159. Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2015 – 160

By: Mayor Perciak and Mr. Maloney

AN ORDINANCE AMENDING SECTION 1050.16(e) OF CHAPTER 1050 PRETREATMENT REQUIREMENTS, OF TITLE FOUR OF PART TEN OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE, TO UPDATE VARIOUS SUPPLEMENTARY LIMITATIONS ON WASTEWATER STRENGTH, AND DECLARING AN EMERGENCY.

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

Section 1. That Section 1050.16 of Chapter 1050 of Title Four of Part Ten of the Codified Ordinances of the City of Strongsville be and is hereby amended to read in its entirety as follows:

* * *

1050.16 LIMITATIONS ON WASTEWATER STRENGTH.

(a) Compliance Required. All dischargers shall comply with Sections 1050.05 to 1050.12.

(b) National Categorical Pretreatment Standards. National categorical pretreatment standards, as promulgated by the U.S. Environmental Protection Agency pursuant to the Act, shall be met by all dischargers. New sources shall install and "start up" all pollution control equipment required to meet applicable national categorical pretreatment standards before beginning to discharge and must, within the shortest feasible time (not to exceed ninety days), meet all applicable national categorical pretreatment standards. An application for modification of the national categorical pretreatment standards may be considered for submittal to the Regional Administrator by the City when the City's wastewater treatment system achieves consistent removal of the pollutants as defined by 40 C.F.R. 403.7.

(c) State Requirements. State requirements and limitations on discharges to the POTW shall be met by all dischargers who are subject to such standards in any instance in which such State standards are more stringent than Federal requirements and limitations or those in this chapter or in any other applicable ordinance.

(d) Dilution. No discharger shall increase the use of potable or process water in any way for the purpose of diluting a discharge as a partial or complete substitute for adequate treatment to achieve compliance with the standards set

forth in this chapter. This shall not prohibit the use of equalization tanks utilized to regulate flows.

(e) Supplementary Limitations. No discharger shall discharge wastewater containing concentrations of the following enumerated materials, exceeding the following values:

<u>Material</u>	<u>Concentration (mg/l)(C)</u>
Arsenic	0.09
Cadmium	0.5
Total Chromium (Total)	1.0
Chromium (Hexavalent)	0.78
Copper	1.00 0.66
Total Cyanide (Total)	1.00 0.21
Lead	1.00 0.85
Mercury	0.001
Molybdenum	88.3
Nickel	1.0
Selenium	117.8
Silver	1.0
Zinc	1.0

Mass limitations on dischargers are intended to prevent the use of dilution to meet the pretreatment standards or requirements of this chapter, or in other cases where the imposition of mass limitations is deemed appropriate by the City.

No statement contained in this chapter shall be construed as prohibiting any special agreement or arrangement between the City and any person whereby an industrial waste of unusual strength or character may be admitted to the sewage disposal works, either before or after pretreatment, provided that there is no impairment of the functioning of the sewage disposal works by reason of the admission of such wastes and that no extra costs are incurred by the City without recompense by such person. However, no special arrangement or agreement between the City and any person shall authorize a violation of any Federal regulation or standard.

~~(Ord. 1991-230. Passed 1-21-92.)~~

Section 2. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2015 – 160
Page 3

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 update the City's Codified Ordinances concerning pretreatment requirements for wastewater consistent with current law, to ensure proper enforcement of applicable requirements, to protect property and serve the 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.

_____ 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. 2015-160 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2015 – 161

By: Mr. Maloney

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR IMPROVEMENTS TO ADDITIONAL STREETS IN THE CITY OF STRONGSVILLE IN CONNECTION WITH THE PAVEMENT RECONSTRUCTION PROGRAM FOR 2015-PHASE III, AND DECLARING AN EMERGENCY.

WHEREAS, the City has advertised and received bids for improvements to an additional four streets in the City of Strongsville in connection with the Pavement Reconstruction Program for 2015-Phase III; and

WHEREAS, Council is desirous of proceeding to award and enter into a contract for such improvements.

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

Section 1. That this Council hereby finds and determines that the bid submitted by **CATTS CONSTRUCTION, INC.**, for improvements to an additional four streets in the City of Strongsville, in connection with the Pavement Reconstruction Program for 2015-Phase III, meets the specifications on file in the office of the City Engineer; is in compliance with the applicable requirements for bids and contracts established by the laws of the City and the State; and is the lowest and best bid for the proposed contract. All other bids for this contract are hereby rejected.

Section 2. That accordingly the Mayor be and is hereby authorized and directed to enter into a contract with the aforesaid lowest and best bidder in the amount of \$726,787.00 for improvements to an additional four streets in the City of Strongsville, in connection with the Pavement Reconstruction Program for 2015-Phase III, and in a form approved by the Law Director.

Section 3. That the funds for the purposes of this Ordinance have been appropriated and shall be paid from the General Capital Improvement Fund and from the proceeds of notes issued by the City.

Section 4. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2015 – 161
Page 2

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

Section 5. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to authorize execution of said contract in order to improve additional public roadways in the City, ensure safe travel for the residents and the public, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; 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. 2015-161. Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2015 – 162

By: Mayor Perciak and Mr. Maloney

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE 2015 WEST 130TH PUMP STATION PROJECT, AND DECLARING AN EMERGENCY.

WHEREAS, the City has advertised and received bids for the 2015 West 130th Pump Station Project in the City of Strongsville; and

WHEREAS, Council is desirous of proceeding to award and enter into a contract for such Project.

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

Section 1. That this Council hereby finds and determines that the bid submitted by **NERONE & SONS, INC.**, for the 2015 West 130th Pump Station Project meets the specifications on file in the office of the City Engineer; is in compliance with the applicable requirements for bids and contracts established by the laws of the City and the State; and is the lowest and best bid for the proposed contract. Any and all minor defects or informalities in the bidding process are waived. All other bids for this contract are hereby rejected.

Section 2. That the Mayor be and is hereby authorized and directed to enter into a contract with the aforesaid lowest and best bidder in the amount of \$477,750.00, for the 2015 West 130th Pump Station Project in the City of Strongsville, and in a form approved by the Law Director.

Section 3. That the funds for the purposes of this Ordinance have been appropriated and shall be paid from the Sanitary Sewer Fund.

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

Section 5. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to authorize execution of said contract in order to render the City's sanitary sewer system

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2015 - 162

Page 2

more efficient, improve properties within the City, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
Clerk of Council

ORD. No. 2015-162. Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2015 – 163

By: Mayor Perciak and Mr. Maloney

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE PEBBLE BROOK LANE CULVERT MODIFICATION PROJECT, AND DECLARING AN EMERGENCY.

WHEREAS, the City has advertised and received bids for the Pebble Brook Lane Culvert Modification Project in the City of Strongsville; and

WHEREAS, Council is desirous of proceeding to award and enter into a contract for such Project.

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

Section 1. That this Council hereby finds and determines that the bid submitted by **FABRIZI TRUCKING & PAVING COMPANY, INC.**, for the Pebble Brook Lane Culvert Modification Project meets the specifications on file in the office of the City Engineer; is in compliance with the applicable requirements for bids and contracts established by the laws of the City and the State; and is the lowest and best bid for the proposed contract. All other bids for this contract are hereby rejected.

Section 2. That the Mayor be and is hereby authorized and directed to enter into a contract with the aforesaid lowest and best bidder in the amount of \$169,744.50, for the Pebble Brook Lane Culvert Modification Project in the City of Strongsville, and in a form approved by the Law Director.

Section 3. That the funds for the purposes of this Ordinance have been appropriated and shall be paid from the Drainage Levy Fund.

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

Section 5. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to authorize execution of said contract in order to make the within modifications to provide

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2015 – 163
Page 2

more efficient drainage to the Pebble Brook Lane area, to improve properties within 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.

_____ 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. 2015-163 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2015 – 164

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A LPA FEDERAL LOCAL-LET PROJECT AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION TO PROVIDE FUNDING IN CONNECTION WITH THE PEARL ROAD REPAIR AND RESURFACE PROJECT (CUY-US 42-1.98) FROM SHURMER ROAD TO NORTH OF VALLEY PARKWAY [ODOT PID NO. 100240], AGREEMENT NO. 27268], AND DECLARING AN EMERGENCY.

WHEREAS, Section 5501.03(D) of the Ohio Revised Code provides that the Ohio Department of Transportation (hereinafter referred to as "ODOT") may coordinate its activities with other appropriate public authorities and enter into contracts with other public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT; and

WHEREAS, the National Transportation Act has made available certain federal funding for use by local public agencies; and

WHEREAS, the Federal Highway Administration (hereinafter referred to as "FHWA") has designated ODOT as the agency in Ohio to administer FHWA's federal funding programs; and

WHEREAS, the Pearl Road Repair and Resurface Project (US 42) from Shurmer Road to north of Valley Parkway, identified as Project No. CUY-US 42-1.98, PID 100240, (hereinafter referred to as the "Project") is a transportation activity eligible to receive federal funding; and

WHEREAS, the City of Strongsville has received funding approval for the Project from the applicable program manager having responsibility for monitoring such projects using the federal funds involved; and

WHEREAS, it is the mutual desire of both ODOT and the City to have the City serve as the responsible lead agency for the administration of the Project and to properly document such arrangement.

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

Section 1. That the Mayor be and is hereby authorized and directed to enter into a LPA Federal Local-LET Project Agreement with the Ohio Department of Transportation for funding of some \$1,689,200.00 of the total approximate project cost of \$2,111,500.00 for the Pearl Road Repair and Resurface Project (US Rt. 42) from Shurmer Road to north of Valley Parkway in the City of Strongsville, a copy of which Agreement being No. 27268, [PID 100240] is attached hereto as Exhibit A and in all respects is hereby approved.

Section 2. That the Mayor, City Engineer, Director of Finance and/or other appropriate officials of the City and their designees be and are hereby authorized to do all things necessary to perform the terms and conditions of the Agreement in accordance with their respective responsibilities thereunder.

Section 3. That the funds necessary to pay only the City's twenty percent (20%) share for the purposes of the Project shall be appropriated and paid from the General Capital Improvement Fund; and that the Director of Finance be and is hereby authorized and directed to issue his warrants for payment in accordance with the terms of the Project Agreement.

Section 4. That the Clerk of Council be and is hereby authorized and directed to forward a certified copy of this Ordinance to the Ohio Director of Transportation.

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

Section 6. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety, and general welfare of the inhabitants of the City, and for the further reason that execution and return of the Agreement is immediately necessary in order for the Project to commence in a timely manner, to improve the specific designated section of Pearl Road, to promote highway safety and flow of traffic within the City, promote economic development, and conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2015 - 164
Page 3

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
Clerk of Council

ORD. No. 2015-164 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CUY- US 42- 1.98

PID 100240

AGR. No. 27268

DUNS No. 081766164

Rev. 6/24//2015

CFDA 20.205

LPA FEDERAL LOCAL-LET PROJECT AGREEMENT

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, hereinafter referred to as ODOT, 1980 West Broad Street, Columbus, Ohio 43223 and **City of Strongsville**, hereinafter referred to as the LPA, **16099 Foltz Parkway, Strongsville, Ohio 44149-5598**.

1. PURPOSE

- 1.1 The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration (hereinafter referred to as FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.
- 1.2 Section 5501.03 (D) of the **Ohio Revised Code** (hereinafter referred to as ORC) provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.
- 1.3 The **CUY- US 42-1.98 (PID 100240)** (hereinafter referred to as the PROJECT) is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.
- 1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities for the local administration of the PROJECT.

2. LEGAL REFERENCES

- 2.1 This Agreement is authorized and/or governed by the following statutes and/or policies, which are incorporated, by reference, in their entirety:
 - a. Section 5501.03(D) of the ORC;
 - b. ODOT Locally Administered Transportation Projects, Manual of Procedures;
 - c. National Transportation Act, Title 23, U.S.C.; 23 CFR 635.105;
 - d. State of Ohio Department of Transportation Construction and Material Specifications Manual (applicable to dates of PROJECT);
 - e. 2 CFR Part 200; and
 - f. Federal Funding Accountability and Transparency Act (FFATA)
- 2.2 The LPA shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

3. FUNDING

- 3.1 The total cost for the PROJECT is estimated to be **\$2,111,500** as set forth in Attachment 1. ODOT shall provide to the LPA **80** percent of the eligible costs, up to a maximum of **\$1,689,200** in Federal **NOACA (4TA7)** funds. This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual construction of the transportation project improvements and construction engineering/inspection activities.
- 3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all 100 percent Locally-funded work, cost overruns and contractor claims.

4. PROJECT DEVELOPMENT AND DESIGN

- 4.1 The LPA and ODOT agree that the LPA is qualified to administer this PROJECT and is in full compliance with all LPA participation requirements.
- 4.2 The LPA and ODOT agree that the LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the Federal funds involved.
- 4.3 The LPA shall design and construct the PROJECT in accordance with a recognized set of written design standards. The LPA shall (option one: follow its own formally written set of local design standards or option two: make use of ODOT's Location and Design Manual (L&D), or the appropriate AASHTO publication. Even though the LPA may use its own standards, ODOT may require the LPA to use a design based on the L&D Manual for projects that contain a high crash rate or areas of crash concentrations. Where the LPA has adopted ODOT standards for the PROJECT, the LPA shall be responsible for ensuring that any ODOT standards used for the PROJECT are current and/or updated. The LPA shall be responsible for periodically contacting the ODOT District LPA Coordinator or through the following Internet website for any changes or updates: www.dot.state.oh.us/drrc/Pages/default.aspx
- 4.4 The LPA shall either designate an LPA employee, who is a registered professional engineer, to act as the PROJECT Design Engineer and serve as the LPA's principal representative for attending to PROJECT responsibilities, or engage the services of a pre-qualified ODOT consultant, who has been chosen using a Qualification-Based Selection (QBS) process, as required pursuant to ORC sections 153.65 through 153.71. The pre-qualified list is available on the ODOT website at: www.dot.state.oh.us/DIVISIONS/Engineering/CONSULTANT
- 4.5 If Federal funds are used for a phase of project development and the LPA executes an agreement with a consultant prior to the receipt of the "Authorization" notification from ODOT, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 4.6 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.

5. ENVIRONMENTAL RESPONSIBILITIES

- 5.1 In the administration of this PROJECT, the LPA shall be responsible for conducting any required public involvement events, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance

responsibilities for the PROJECT pursuant to the National Environmental Policy Act and related regulations, including the requirements of the National Historic Preservation Act; and for securing all necessary permits.

- 5.2 If the LPA does not have the qualified staff to perform any or all of the respective environmental responsibilities, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The pre-qualified list is available on the ODOT web page at www.dot.state.oh.us/CONTRACT. If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 5.3 ODOT shall be responsible for the review of all environmental documents and reports, and shall complete all needed coordination activities with State and Federal regulatory agencies toward securing environmental clearance.
- 5.4 The LPA shall be responsible for assuring compliance with all commitments made as part of the PROJECT's environmental clearance and/or permit requirements during the construction of the project.
- 5.5 The LPA shall require its consultant, selected to prepare a final environmental document pursuant to the requirements of the National Environmental Policy Act, to execute a copy of a disclosure statement specifying that the consultant has no financial or other interest in the outcome of the PROJECT.
- 5.6 The LPA shall provide a letter indicating the proposed Best Management Practices (BMPs) to be utilized for post construction storm water management in accordance with the Ohio EPA National Pollutant Discharge Elimination System (NPDES) Construction General Permit. If no BMPs are proposed, a letter stating concurrence is required from the Ohio EPA.

6. RIGHT OF WAY/ UTILITIES/ RAILROAD COORDINATION

- 6.1 All right-of-way acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (hereinafter referred to as Uniform Act), any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT.
- 6.2 If existing and newly-acquired right of way is required for this PROJECT, the LPA shall certify that the all right of way has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. Per ODOT's Office of Real Estate, any LPA staff who perform real estate functions shall be prequalified. If the LPA does not have the qualified staff to perform any or all of the respective right of way functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the appraisal and appraisal review functions. Appraisal review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA. Likewise, a consultant hired to perform right of way acquisition work is not permitted to perform both the relocation and relocation review functions. Relocation review shall be performed by an independent staff or fee reviewer.
- 6.3 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 6.4 All relocation assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT. The LPA shall not hire a consultant to

perform both the relocation and relocation review functions nor shall the LPA hire a sub-consultant for relocation and another sub-consultant for relocation review. Relocation review shall be performed by an independent staff person or independent fee reviewer and shall be hired directly by the LPA.

- 6.5 The LPA shall provide the ODOT District Office with its certification that all right of way property rights necessary for the PROJECT are under the LPA's control, that all right of way has been cleared of encroachments, and that utility facilities have been appropriately relocated or accounted for so as not to interfere with PROJECT construction activities. ODOT shall make use of the LPA's Right of Way Certification, as well as evaluate the LPA's and/or consultant's performance of the PROJECT real estate activities under Titles II and III of the Uniform Act, and, as appropriate, certify compliance to the FHWA. The LPA shall be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.
- 6.6 In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a utility relocation agreement with each utility prior to the letting of construction. No reimbursable construction costs shall be incurred by the LPA prior to the receipt of the "Authorization to Advertise" notification from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 6.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval.
- 6.8 The LPA shall be responsible for any necessary railroad coordination and agreements. The LPA shall comply with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the ORC regarding all activities relating to Railroad-Highway projects.
- 6.9 Consistent with sections 10.1 and 10.4 of this agreement, the LPA shall assure that, if any property acquired for this project is subsequently sold for less than fair market value, all Title VI requirements are included in the instrument which transfers the property. Consistent with sections 10.1 and 10.4 of this agreement, the LPA shall assure that if the LPA grants a permit or license for the property acquired for this project that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.
7. ADVERTISING, SALE AND AWARD
- 7.1 The LPA **shall not** advertise for bids prior to the receipt of the "Authorization to Advertise" notification from ODOT. Should advertising or work commence prior to the receipt of the "Authorization to Advertise" notification, ODOT shall immediately terminate this Agreement and cease all Federal funding commitments.
- 7.2 Any use of sole source or proprietary bid items must be approved by the applicable ODOT district. All sole source or proprietary bid items should be brought to the attention of the LPA Coordinator as soon as possible so as not to cause a delay in the plan package submission process. Bid items for traffic signal and highway lighting projects must be in conformance with ODOT's Traffic Engineering Manual.
- 7.3 Once the LPA receives Federal authorization to advertise, the LPA may begin advertising activities. Whenever local advertisement requirements differ from Federal advertisement requirements, the Federal requirements shall prevail. The period between the first legal advertising date and the bid opening date shall be a minimum of twenty-one (21) calendar days. The LPA shall submit to ODOT any addendum to be issued during the advertisement period that changes estimates or materials.

ODOT shall review and approve such addendum for project eligibility. All addenda shall be distributed to all potential bidders prior to opening bids and selling the contracts.

- 7.4 The LPA must incorporate ODOT's LPA Bid Template in its bid documents. The template includes Form FHWA-1273, Required Contract Provisions, a set of contract provisions and proposal notices that are required by regulations promulgated by the FHWA and other Federal agencies, which must be included in all contracts as well as appropriate subcontracts and purchase orders.
- 7.5 The LPA shall require the contractor to be enrolled in, and maintain good standing in, the Ohio Bureau of Workers' Compensation Drug-Free Safety Program (DFSP), or a similar program approved by the Bureau of Workers' Compensation, and the LPA must require the same of any of its subcontractors.
- 7.6 Only pre-qualified contractors are eligible to submit bids for this PROJECT. Pre-qualification status must be in effect/current **at the time of award**. For work types that ODOT does not pre-qualify, the LPA must still select a qualified contractor. Subcontractors are not subject to the pre-qualification requirement. In accordance with FHWA Form 1273 Section VII and 23 CFR 635.116, the "prime" contractor must perform no less than 30 percent of the total original contract price. The 30-percent prime requirement does not apply to design-build contracts.
- 7.7 In accordance with ORC Section 153.54, et. seq., the LPA shall require that the selected contractor provide a performance and payment bond in an amount equal to at least 100 percent of its contract price as security for the faithful performance of its contract. ODOT shall be named an obligee on any bond. If the LPA has 100 percent locally-funded work product within this agreement, the LPA must allocate the correct percent of the performance and payment bond cost to the 100 percent locally-funded work product.
- 7.8 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is not subject to a finding for recovery under ORC Section 9.24, that the contractor has taken the appropriate remedial steps required under ORC Section 9.24, or that the contractor otherwise qualifies under the exceptions to this section. Findings for recovery can be viewed on the Auditor of State's website at <https://ohioauditor.gov/findings.html> . If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all Federal funding commitments.
- 7.9 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is an active registrant on the Federal System for Award Management (SAM). Pursuant to 48 CFR 9.404, contractors that have an active exclusion on SAM are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits. If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all federal funding commitments.
- 7.10 The LPA is prohibited from imposing any geographical hiring preference on any bidder in the LPA's bid documents or on any successful contractor in the LPA's award or contract for the construction of the PROJECT.
- 7.11 After analyzing all bids for completeness, accuracy, and responsiveness, per ORC 153.12, the LPA shall approve the award of the contract in accordance with laws and policies governing the LPA within 60 days after bid opening. Within 45 days of that approval, the LPA shall submit to ODOT notification of the project award by submitting a bid tabulation, a copy of the ordinance or resolution, and direct payment information as required in Attachment 2 of this agreement, if applicable.

8. CONSTRUCTION CONTRACT ADMINISTRATION

- 8.1 The LPA shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the PROJECT. The LPA shall bear the responsibility of ensuring that construction conforms to the approved plans, surveys, profiles, cross sections and material specifications. If a consultant is used for engineering and/or inspection activities, the LPA must use a QBS process as required pursuant to ORC sections 153.65 through 153.71. Any construction contract administration or engineering costs incurred by the LPA or their consultant prior to the construction contract award date will not be eligible for reimbursement under this agreement.
- 8.2 The LPA must maintain a project daily diary that is up-to-date and contains the following information: all work performed, list of equipment utilized, project personnel and hours worked, pay quantities, daily weather conditions, special notes and instructions to the contractor, and any unusual events occurring on or adjacent to the project. Additionally, the LPA is responsible for documenting measurements, calculations, material quality, quantity, and basis for payment; change orders, claims, testing and results, traffic, inspections, plan changes, prevailing wage, EEO and DBE, if applicable. The LPA is responsible for ensuring all materials incorporated into the project comply with ODOT's Construction and Material Specifications and meet the requirements of Appendix J in the LAMP Manual of Procedures.
- 8.3 The LPA shall certify both the quantity and quality of material used, the quality of the work performed, and the amount of construction engineering cost, when applicable, incurred by the LPA for the eligible work on the PROJECT, as well as at the completion of construction. The LPA shall certify that the construction is in accordance with the approved plans, surveys, profiles, cross sections and material specifications or approved amendments thereto.
- 8.4 The Federal-aid Highway Program operates on a reimbursement basis, which requires that costs actually be incurred and paid before a request is made for reimbursement. The LPA shall review and/or approve all invoices prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT. If the LPA requests reimbursement, it must provide documentation of payment for the PROJECT costs requested. The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The LPA must submit to ODOT a written request for either current payment or reimbursement of the Federal/State share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed on a daily basis as the items of work are completed and accepted.
- 8.5 ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA's construction contractor ("Contractor"), the eligible items of expense in accordance with the cost-sharing provisions of this Agreement. If the LPA requests to have the Contractor paid directly, Attachment 2 to this Agreement shall be completed and submitted with the project bid tabulations, and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio. ODOT shall pay the Contractor or reimburse the LPA within thirty (30) days of receipt of the approved Contractor's invoice from the LPA. When the LPA is requesting a direct payment to its Contractor, the LPA must provide documentation that the LPA has paid its share of the PROJECT costs.
- 8.6 The LPA shall notify ODOT of the filing of any mechanic's liens against the LPA's Contractor within three (3) business days of receipt of notice of lien. Failure to so notify ODOT or failure to process a mechanic's lien in accordance with the provisions of Chapter 1311 of the ORC may result in the

termination of this Agreement. Upon the receipt of notice of a mechanic's lien, ODOT reserves the right to (1) withhold an amount of money equal to the amount of the lien that may be due and owing to either the LPA or the Contractor; (2) terminate direct payment to the affected Contractor; or (3) take both actions, until such time as the lien is resolved.

- 8.7 Payment or reimbursement to the LPA shall be submitted to:

**Mayor Thomas P. Perciak
City of Strongsville
16099 Foltz Parkway
Strongsville, Ohio 44149-5598
440-580-3100**

- 8.8 If, for any reason, the LPA contemplates suspending or terminating the contract of the Contractor, it shall first seek ODOT's written approval. Failure to timely notify ODOT of any contemplated suspension or termination, or failure to obtain written approval from ODOT prior to suspension or termination, may result in ODOT terminating this Agreement and ceasing all Federal funding commitments.
- 8.9 If ODOT approves any suspension or termination of the contract, ODOT reserves the right to amend its funding commitment in paragraph 3.1 and, if necessary, unilaterally modify any other term of this Agreement in order to preserve its Federal mandate. Upon request, the LPA agrees to assign all rights, title, and interests in its contract with the Contractor to ODOT to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.
- 8.10 Any LPA right, claim, interest, and/or right of action, whether contingent or vested, arising out of, or related to any contract entered into by the LPA for the work to be performed by the Contractor on this PROJECT (the Claim), may be subrogated to ODOT, and ODOT shall have all of the LPA's rights in/to the Claim and against any other person(s) or entity(ies) against which such subrogation rights may be enforced. The LPA shall immediately notify ODOT in writing of any Claim. The LPA further authorizes ODOT to sue, compromise, or settle any such Claim. It is the intent of the parties that ODOT be fully substituted for the LPA and subrogated to all of the LPA's rights to recover under such Claim(s). The LPA agrees to cooperate with reasonable requests from ODOT for assistance in pursuing any action on the subrogated Claim including requests for information and/or documents and/or to testify.
- 8.11 After completion of the PROJECT, and in accordance with Title 23 United States Code 116 and applicable provisions of the ORC, the LPA shall maintain the PROJECT to design standards and provide adequate maintenance activities for the PROJECT, unless otherwise agreed to by ODOT. The PROJECT must remain under public ownership and authority for 20 years unless otherwise agreed to by ODOT. If the PROJECT is not being adequately maintained, ODOT shall notify the LPA of any deficiencies, and if the maintenance deficiencies are not corrected within a reasonable amount of time, ODOT may determine that the LPA is no longer eligible for future participation in any Federally-funded programs.
- 8.12 The LPA must provide the final invoices, and final report (Appendix P) along with all necessary closeout documentation within 6 months of the physical completion date of the project. All costs must be submitted within 6 months of the established completion date. Failure to submit final invoices along with the necessary closeout documentation within the 6 month period may result in closeout of the project and loss of eligibility of any remaining Federal and or State funds.

CERTIFICATION AND RECAPTURE OF FUNDS

- 9.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by ORC section 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.
- 9.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it has received for the PROJECT. If the LPA has not repaid ODOT in full an amount equal to the total funds ODOT disbursed on behalf of the project, any funds recovered from the performance and payment bond as required under section 7.7 shall be used to offset the Federal dollars reimbursed to FHWA.

10. NONDISCRIMINATION

- 10.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, ancestry, age, disability as that term is defined in the American with Disabilities Act, military status (past, present, or future), or genetic information. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin, ancestry, age, disability, military status, or genetic information. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.2 The LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex, national origin, ancestry, age, disability, military status, or genetic information. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such PROJECT work.
- 10.3 For any project in which the Engineer's Estimate exceeds \$500,000, the LPA shall ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, will have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. To meet this requirement, subcontractors who claim to be DBEs must be certified by ODOT. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

Disadvantaged Business (DBE) Requirement. DBE participation goals (subcontracts, materials, supplies) have been set on this project for those certified as DBEs pursuant to Title 23, U.S.C. section 140(c) and 49 CFR, Part 26, and where applicable qualified to bid with ODOT under Chapter 5525 of the **ORC**.

WAIVER PROCESS FOR DBE GOALS

In the event the Contractor is unable to meet the DBE Goal placed on this project, a request for waiver of all or part of the goal may be made to ODOT through the LPA. The Contractor must document the progress and efforts being made in securing the services of DBE subcontractors. In the event the Contractor is unable to meet the DBE Goal placed on this Local Let project, a request for a waiver of all or part of the goal may be made. The written request must indicate a good faith effort was made to meet the goal and be sent to the LPA contracting authority. The LPA forwards the request with recommended action to the ODOT District. The ODOT District then makes recommendation and forwards the request to Office of Contracts, 1980 West Broad Street, Mail Code 4110 Columbus, Ohio, 43223. There will be no extension of time for the project granted if the Contractor wishes to avail himself of this process. If an item of work subcontracted to a DBE firm is non-performed by LPA or the subject of an approved VECP, the Contractor may request a waiver for the portion of work excluded.

ODOT shall supply the percentage goal to the LPA upon review of the Engineer's Estimate. Prior to executing the contract with the contractor, the LPA must obtain written, signed documentation from the contractor that the DBE goal will be satisfied. The LPA, in turn, must provide such documentation to ODOT in order for ODOT to encumber the Federal/State funds.

10.4 During the performance of this contract, the LPA, for itself, its assignees and successors in interest") agrees as follows:

(1) **Compliance with Regulations:** The LPA will comply with the regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation (hereinafter "U.S. DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

In addition, the LPA will comply with the provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FHWA Guidance, and any other Federal, State, and/or local laws, rules and/or regulations (hereinafter referred to as "ADA/504").

(2) **Nondiscrimination:** The LPA, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, or disability, in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The LPA will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, as well as the ADA/504 regulations.

(3) **Solicitations for Contractors or Subcontractors, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor, subcontractor, or supplier will be notified by the LPA of the LPA's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.

(4) **Information and Reports:** The LPA will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or

FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the LPA is in the exclusive possession of another who fails or refuses to furnish this information, the LPA will so certify to the STATE or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the LPA's noncompliance with the nondiscrimination provisions of this contract, the STATE will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the LPA under the contract until the LPA complies, and/or
- (b) cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:** The LPA will include the provisions of paragraphs (1) through (5) above in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The LPA will take such action with respect to any contractor or subcontractor procurement as the STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the LPA becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or supplier as a result of such direction, the LPA may request the STATE to enter into such litigation to protect the interests of the STATE, and, in addition, the LPA may request the United States to enter into such litigation to protect the interests of the United States.

11. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

- 11.1 The LPA shall ensure that any designs, specifications, processes, devices or other intellectual properties specifically devised for the PROJECT by its consultants or contractors performing work become the property of the LPA, and that when requested, such designs, specifications, processes, devices or other intellectual properties shall become available to ODOT and FHWA with an unrestricted right to reproduce, distribute, modify, maintain, and use. The LPA's consultants and contractors shall not seek or obtain copyrights, patents, or other forms of proprietary protection for such designs, specifications, processes, devices or other intellectual properties, and in providing them to the PROJECT, shall relinquish any such protections should they exist.
- 11.2 The LPA shall not allow its consultants or contractors to utilize within the development of the PROJECT any copyrighted, patented or similarly protected design, specification, process, device or other intellectual property unless the consultant or contractor has provided for such use by suitable legal agreement with the owner of such copyright, patent or similar protection. A consultant or contractor making use of such protected items for the PROJECT shall indemnify and save harmless the LPA and any affected third party from any and all claims of infringement on such protections, including any costs, expenses, and damages which it may be obliged to pay by reason of infringement, at any time during the prosecution or after the completion of work on the PROJECT.
- 11.3 In the case of patented pavements or wearing courses where royalties, licensing and proprietary service charges, exacted or to be exacted by the patentees, are published and certified agreements are filed with the LPA, guaranteeing to prospective bidders free unrestricted use of all such proprietary rights and trademarked goods upon payment of such published charges, such patented pavements or wearing courses may be specifically designated in the proposal and competition secured upon the item exclusive of the patent or proprietary charges.

12. TERMINATION; DEFAULT AND BREACH OF CONTRACT

- 12.1 Neglect or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such failure or neglect are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State of Ohio or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this agreement with thirty (30) days written notice, except that if ODOT determines that the default can be remedied, then ODOT and the LPA shall proceed in accordance with sections 12.2 through 12.4 of this Agreement.
- 12.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred, the LPA shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the LPA shall have thirty (30) days to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty (30) days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.
- 12.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultants or contractors. Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.
- 12.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.

13. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

- 13.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in section 126.30 of the ORC.

- 13.2 The LPA hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the LPA's obligations made or agreed to herein.

14. NOTICE

- 14.1 Notice under this Agreement shall be directed as follows:

If to the LPA:

If to ODOT:

Thomas P. Perciak, Mayor
City of Strongsville
16099 Foltz Parkway
Strongsville, Ohio 44149-5598

Myron S. Pakush
Deputy Director, District 12
5500 Transportation Boulevard
Garfield Heights, OH 44125

15. GENERAL PROVISIONS

- 15.1 Recovery of Direct Labor, Overhead, and/or Fringe Costs:

To be eligible to recover any costs associated with the LPA's internal labor forces used on this project, the LPA shall make an appropriate selection below:¹

1. Direct Labor only (no indirect cost recovery for fringe benefit or overhead costs)
2. Direct Labor plus indirect costs determined using the Federal De Minimis Indirect Cost Rate²
3. Direct Labor plus Approved Fringe Benefit Costs (fringe benefits only)³
4. Direct Labor plus indirect costs determined using the approved applicable Cost Allocation Plan rate⁴
5. No cost recovery of any LPA direct labor, fringe benefits, or overhead costs.

For any labor costs to be eligible for reimbursement with Federal and State funds, the LPA shall meet all timekeeping requirements outlined in 2 CFR Part 200 and the ODOT LPA Cost Recovery Guidance, including ODOT Questions and Answers⁵ and related supplementary guidance, as applicable. Additionally, if the LPA elects to recover fringe and/or indirect costs, the LPA shall follow 2 CFR Part 200 and the LAMP Manual of Procedures.

¹ **Note:** If a timely election is not made at the time of contract execution, the cost recovery method will default to Option 5: No cost recovery of any LPA direct labor, fringe benefits, or overhead costs.

² The De Minimis Indirect Cost Rate is 10 percent of modified total direct costs (MTDC) per 2 CFR §200.414. Regardless of whether the LPA prepares a CAP or uses the 10-percent de minimis rate, LPAs are required to maintain Federally-compliant time-tracking systems. Accordingly, LPAs are permitted to bill for labor costs and associated indirect costs only if such costs are accumulated, tracked, and allocated in accordance with such systems. Before an LPA is eligible to elect the de minimis rate on any project, the LPA's time-tracking system and methods for tracking other project costs must be reviewed and approved by the ODOT Office of External Audits. To obtain this approval, LPAs will be required to complete an Internal Control Questionnaire (ICQ), and LPAs with compliant time-tracking systems will be granted approval (be prequalified) to apply the de minimis rate.

³ Annually, the LPA shall submit an updated rate for review and approval by the ODOT Office of External Audits.

⁴ Annually, the LPA shall submit an updated rate for review and approval by the ODOT Office of External Audits.

⁵ Question and Answer guidance can be found at the following web address:

[http://www.dot.state.oh.us/Divisions/Planning/LocalPrograms/Locallet%20Manual/LPA%20Questions%20and%20Answers%20Re%202%20CFR%20200%20\(latest\)%20\(2\).pdf](http://www.dot.state.oh.us/Divisions/Planning/LocalPrograms/Locallet%20Manual/LPA%20Questions%20and%20Answers%20Re%202%20CFR%20200%20(latest)%20(2).pdf)

- 15.2 Financial Reporting and Audit Requirements: The LPA shall comply with the financial reporting and audit requirements of 2 CFR Part 200.

The LPA must submit performance reports at the interval required by the Federal awarding agency and pass-through entity. Annual reports must be due 90 calendar days after the reporting period; quarterly and semi-annual reports must be due 30 calendar days after the reporting period. Alternatively, ODOT may require annual reports before the anniversary dates of multiple year Federal awards.⁶

LPA's that expend \$750,000 or more in the LPA's fiscal year in Federal awards must have a Single Audit, or program-specific audit, conducted for that year in accordance with 2 CFR §200.501.

Federal and State funds expended to or on behalf of a subrecipient must be recorded by the subrecipient (LPA). The LPA is responsible for tracking these payments throughout the life of the project in order to ensure an accurate Schedule of Expenditures of Federal Award (hereinafter referred to as *Schedule*) is provided for 20.205 funding. The LPA must identify each ODOT PID and/or Project and the corresponding expenditures on its Schedule separately. LPAs are responsible for ensuring funds related to this PROJECT are reported when the activity related to the Federal award occurs.⁷ The LPA is required to report its own expenditures, in addition to any expenditures made by ODOT for the project in the applicable Schedule when the expenditure was made. When a Schedule is not accurately reported for the project, the LPA will be required to make corrections to past, current, and possibly future Schedules and Audit Reports to ensure Federal funds are accurately reported in the correct fiscal year matching the project expenditure. The LPA is required to report all Federal funds received, or expended on its behalf, regardless to differences in the LPA expenditure date and ODOT reimbursement date.

- 15.3 *Record Retention*: The LPA, when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its records and financial statements as necessary relating to the LPA's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three years after FHWA approves the LPA's final Federal voucher for reimbursement of PROJECT expenses. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

As the LPA, ODOT or the United States government may legitimately request from time to time, the contractor agrees to make available for inspection and/or reproduction by the LPA, ODOT or United States government, all records, books, and documents of every kind and description that relate to this contract.

Nothing contained in this Agreement shall in any way modify the LPA's legal duties and obligations to maintain and/or retain its records under Ohio public records laws.

- 15.4 *Ohio Ethics Laws*: LPA agrees that if they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the ORC.
- 15.5 [Conditional] *State Property Drug-Free Workplace Compliance*: In accordance with applicable State and Federal laws, rules, and policy, the LPA shall make a good faith effort to ensure that its

⁶ See 2 CFR §200.328.

⁷ Per 2 CFR §200.502

employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.

- 15.6 *Governing Law:* This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 15.7 *Assignment:* Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 15.8 *Merger and Modification:* This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.
- 15.9 *Severability:* If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 15.10 *Signatures:* Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

LPA: CITY OF STRONGSVILLE

**STATE OF OHIO
OHIO DEPARTMENT OF TRANSPORTATION**

By: _____

By: _____

Title: Thomas P. Perciak, Mayor

Jerry Wray
Director

Date: _____

Date: _____

CERTIFICATION OF FUNDS

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

Date

Director of Finance

CERTIFICATE OF LAW DIRECTOR

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

Kenneth A. Kraus, Law Director

Attachment 2

COUNTY-ROUTE-SECTION

PID NUMBER

AGREEMENT NUMBER

DUNS NUMBER

DIRECT PAYMENT OF CONTRACTOR

At the direction of the LPA and upon approval of ODOT, payments for work performed under the terms of the Agreement by the LPA's contractor shall be paid directly to the contractor in the pro-rata share of Federal/State participation. The invoice package shall be prepared by the LPA as previously defined in this agreement, and shall indicate that the payment is to be made to the contractor. In addition, the invoice must state the contractor's name, mailing address and OAKS Vendor ID. Separate invoices shall be submitted for payments that are to be made to the contractor and those that are to be made to the LPA.

When ODOT uses Federal funds to make payment to the contractor, all such payments are considered to be expenditures of Federal funds received and also expended by the LPA (subrecipient). Accordingly, the LPA is responsible for tracking the receipts and payments and reporting the payments Federal (Receipts) Expenditures on the Schedule of Expenditures of Federal Awards (SEFA). An LPA that fails to report these funds accurately and timely may be required to restate the SEFA to comply with Federal reporting requirements.

We _____ (*INSERT NAME OF LPA*) _____ request that all payments for the Federal/State share of the construction costs of this agreement performed by _____ (*CONTRACTOR'S NAME*) _____ be paid directly to _____ (*CONTRACTOR'S NAME*) _____.

Contractor Name:
Oaks Vendor ID:
Mailing Address:

LPA signature

LPA Name:
Oaks Vendor ID:
Mailing Address:

Approved, ODOT signature

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2015 – 165

By: Mr. Maloney

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ISSUE AND APPROVE CHANGE ORDER NO. 7 (FINAL) FOR A FURTHER INCREASE IN THE CONTRACT PRICE IN ACCORDANCE WITH THE PROVISIONS OF THE CONTRACT BETWEEN THE CITY OF STRONGSVILLE AND FABRIZI TRUCKING & PAVING CO., INC., IN CONNECTION WITH THE PEARL ROAD WIDENING PROJECT PHASE II (CUY-42-0.00), AND DECLARING AN EMERGENCY.

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

WHEREAS, by and through Ordinance Nos. 2014-040, 2014-078, 2014-131, 2014-230, and 2015-020, the City, through the City Engineer, and as recommended by the City's Construction manager, CT Consultants, Inc., determined it would be in the best interests of the City to approve Change Orders 1 through 5, to include as a part of the Project various additional work required for the Project to continue, all in the total amount of \$478,022.69; and

WHEREAS, by and through Ordinance No. 2015-107, the City's Construction Manager and the City Engineer further determined that it would be necessary to extend the required time period for completion of the contract from May 9, 2015 to July 10, 2015, all as more fully set forth in Change Order No. 6; and

WHEREAS, the City's Construction Manager, CT Consultants, Inc., and the City's Engineer have now recommended that it would be in the best interests of the City to include and authorize further changes in the work performed or to be performed by Fabrizi Trucking and Paving Co., Inc., in connection with certain additional work requested by the City such as surveying costs, fiber optic work, various electrical work, installing a retaining wall and irrigation, and reconciliation of actual field quantities with plan quantities, all as more fully detailed in the Change Order in Exhibit A attached hereto and incorporated herein as if fully rewritten, and a full set of supporting documentation for which is on file with the City Engineer, and to provide additional payment for such changes in the work in the amount of \$117,220.23 for a new total and final Project cost of \$7,647,375.32.

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

Section 1. That the Mayor be and is hereby authorized and directed to issue and approve Change Order No. 7 (Final) comprising additional work requested by the City and reconciliation of actual field quantities with plan quantities, all as recommended by CT Consultants, Inc. and the City Engineer; and after the issuance and approval of Change Order No. 7 (Final) and compliance with the terms and conditions of the contract, to direct the Director of Finance to make payment to **FABRIZI TRUCKING & PAVING CO., INC.**, consistent with the adjusted total Project and contract amount of \$7,647,375.32.

Section 2. That the funds necessary for this Ordinance have been appropriated and shall be paid from the Pearl Road Capital Improvement Fund, Royalton Road and/or Pearl Road Tax Increment Financing Funds and such other Federal, State and local funds made available for the Project; and that the Director of Finance be and is hereby authorized and directed to issue his warrants for payment accordingly, and in accordance with the terms of any applicable grant agreements.

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

Section 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to provide for changes in the work in order to provide safe roads in the City, to facilitate payment to the contractor for changes in the work, to avoid potential legal entanglements, and conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2015 – 165
Page 3

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

Attest: _____
Clerk of Council

ORD. No. 2015-165 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CHANGE ORDER

Change Order No.: 7 FINAL
Date: _____
Agreement Date: October 18, 2013

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

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

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification: Referenced attached documentation

Change to CONTRACT PRICE:

Original CONTRACT PRICE: \$ 7,052,132.40

Current CONTRACT PRICE adjusted by
Previous CHANGE ORDER \$ 7,530,155.09

The CONTRACT PRICE due to this CHANGE ORDER
will be *increased* by: \$ 117,220.23

The FINAL CONTRACT PRICE including this
CHANGE ORDER will be \$ 7,647,375.32

Change to CONTRACT TIME:

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

Original Completion Date May 9, 2015
The date for completion of all WORK will be July 10, 2015
(Date)

Requested by: _____ (Date)
Maria Fearer, Vice President
Fabrizi Trucking & Paving

Recommended by: _____ (Date)
Thomas B. Gwydir, Jr., P.E.
CT Consultants, Inc

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

Federal Agency Approval
(where applicable) _____ (Date)

EX. A

Summary of Review Totals

Proposed Change Order Number 7 FINAL

<u>Item No.</u>		<u>Value of Extra Work</u>	
		<u>LOCAL Funding</u>	<u>ODOT Eligible</u>
7-1	City requested the corner of Ellsworth/Pearl to be graded with a swale to prevent flooding to the west. City did not pursue the restoration. Surveyor costs are reflected.	\$ 399.00	
7-2	City desires South Shore to install the fiber optic connections and splices as they are familiar with the existing set-up in the City. South Shore's pricing is a bit higher than contract. Contract items non-performed.	\$ 8,426.25	
7-3	The underground electrical work at Thornhill occurred on a Saturday. Overtime charges incurred as a result.		\$ 3,273.12
7-4	There is an electrical line at Ellsworth that needs to be re-connected. It is for the sign in the island.		\$ 2,644.99
7-5	A retaining wall was installed at the Ellsworth Dr island. The plans did not provide for trees and shrubbery in the grading plan.		\$ 7,404.74
7-6	A sprinkler system was discovered at Ellsworth Drive island. It had to be removed and reset as a result of construction.		\$ 4,725.00
7-7	At the intersection of Pearl & Boston, 9 conductor wire was required as opposed to plan 7 conductor.		\$ 967.50
7-8	Added saw cutting of curb for the CWD drive apron enlargement. City directed and ODOT approved during the punchlist walk through.		\$ 675.00
7-9	104.02 adjustment for underperformed items		\$ 7,699.94
	Line item reconciliation		\$ 78,145.66
	Sub-Total	\$ 8,825.25	\$ 105,535.95
Bond Increase	2.50%	\$220.63	\$2,638.40
	Totals	\$ 9,045.88	\$ 108,174.35

Settled Amount of Change Order #7 FINAL

\$117,220.23

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2015 - 166

By: Mr. Maloney

A RESOLUTION CONFIRMING PLANNING COMMISSION APPROVAL OF THE FINAL SITE PLAN FOR AN ADDITION TO THE STRONGSVILLE V.F.W. POST 3345 BUILDING IN THE CITY OF STRONGSVILLE.

WHEREAS, the Strongsville V.F.W. Post 3345, through its agent, submitted a final site plan to the Planning Commission for approval of a 456 square foot building addition to its existing structure, to be used for cold storage at its property located at 17900 Strongsville Boulevard, PPN 395-05-014, zoned Public Facilities; and

WHEREAS, the Commission approved said final site plan at its meeting of August 13, 2015.

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 the Strongsville V.F.W. Post 3345 for approval of a 456 square foot building addition to the existing structure, to be used for cold storage at 17900 Strongsville Boulevard, PPN 395-05-014.

Section 2. 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 3. 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: _____
 Res. **ORD. No. 2015-166** Clerk of Council
 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

RECEIVED

AUG 14 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: August 14, 2015

Please be advised that at its meeting of August 13, 2015, the Strongsville Planning Commission gave Favorable Recommendation to the following;

STRONGSVILLE VFW/ Ted Macosko, Agent

Site Plan approval of a 456 SF building addition to be used for cold storage to the existing VFW building located at 17900 Strongsville Blvd., PPN 395-05-014 zoned Public Facility.

CITY OF STRONGSVILLE, OHIO
RESOLUTION NO. 2015-167

By Mayor Perciak and All Members of Council

RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE
BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES
AND CERTIFYING THEM TO THE COUNTY FISCAL OFFICER

(CITY COUNCIL)

Revised Code, Secs. 5705.34-5705.35

The Council of the City of Strongsville, Cuyahoga
County, Ohio, met in regular session on the 8th day of September
(Regular Or Special)
2015, at the office of Maiké Kalinich Sr. City Council Chamber with the following members

present:

Matthew A. Schonhut, Joseph C. DeMio
Duke Southworth, Michael J. Daymut, James E. Carbone
Kenneth M. Dooner and J. Scott Maloney

Mr. Dooner moved the adoption of the following Resolution:

WHEREAS, This Council in accordance with the provisions of law has previously
adopted a Tax Budget for the next succeeding fiscal year commencing January 1st,
2016; and

WHEREAS, The Budget Commission of Cuyahoga County, Ohio, has
certified its action thereon to this Council together with an estimate by the County Fiscal Officer of the rate
of each tax necessary to be levied by this Council, and what part thereof is without, and what part
within the ten mill tax limitation; therefore, be it

RESOLVED, By the Council of the City of Strongsville,
Cuyahoga County, Ohio, that the amounts and rates, as determined
by the Budget Commission in its certification, be and the same are hereby accepted; and be it further

RESOLVED, That there be and is hereby levied on the tax duplicate of said City the rate
of each tax necessary to be levied within and without the ten mill limitation as follows:

SCHEDULE A
SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY BUDGET
COMMISSION AND COUNTY FISCAL OFFICER'S ESTIMATED TAX RATES

FUND	Amount to Be Derived from Levies Outside 10 M. Limitation	Amount Approved by Budget Commission Inside 10 M. Limitation	County Fiscal Officer Estimate of Tax Rate to be Levied	
			Inside 10 M. Limit	Outside 10 M. Limit
	Column II	Column IV	V	VI
General Fund			0.00	1.50
General Bond Retirement Fund			2.30	
Police Pension Fund			0.30	
Fire Pension Fund			0.30	
Fire Fund				3.50
Sewer Fund				0.40
Southwest Gen. H.C.				1.00
TOTAL	\$0	\$0	2.90	6.40

SCHEDULE B

LEVIES OUTSIDE 10 MILL LIMITATION, EXCLUSIVE OF DEBT LEVIES

FUND	Maximum Rate Authorized to Be Levied	Co. Fiscal Officer's Est. of Yield of Levy (Carry to Schedule A, Column II)
GENERAL FUND:		
Current Expense Levy authorized by voters on for not to exceed _____ years.	,20	
Current Expense Levy authorized by voters on for not to exceed _____ years.	,20	
Total General Fund outside 10m. Limitation.		
Park Fund: Levy authorized by voters on for not to exceed _____ years.	,20	
Recreation Fund: Levy authorized by voters on for not to exceed _____ years.	,20	
Fund: Levy authorized by voters on for not to exceed _____ years.		
Fund: Levy authorized by voters on for not to exceed _____ years.	,20	
Fund: Levy authorized by voters on for not to exceed _____ years.	,20	
Fund: Levy authorized by voters on for not to exceed _____ years.	,20	
Fund: Levy authorized by voters on for not to exceed _____ years.	,20	
<p><i>Res.</i> Ord. No. 2015-167 Amended: _____ 1st Rdg. _____ Ref: _____ 2nd Rdg. _____ Ref: _____ 3rd Rdg. _____ Ref: _____ _____ _____ Pub Hrg. _____ Ref: _____ Adopted: _____ Defeated: _____</p>		

and be it further
 RESOLVED, That the Clerk of this Council be and she is hereby directed to certify a copy of this
 Resolution to the Fiscal Officer of said County.

Mr. DeMio seconded the Resolution and the roll being called

upon its adoption the vote resulted as follows:

- Mr. Carbone-yes; Mr. Schonhut-yes; Mr. DeMio-yes;
- Mr. Southworth-yes; Mr. Daymut-yes;
- Mr. Dooner-yes; Mr. Maloney-yes.

Adopted the 8th day of September , 2015

Attest:

 Thomas P. Perciak, Mayor

 Michael J. Daymut, President of Council

 Clerk of Council

CERTIFICATE OF COPY
ORIGINAL ON FILE

The State of Ohio, Cuyahoga County, ss.

I, Aimee Pientka, Clerk of the Council of the City
of Strongsville within and for said County, and in whose custody of the Files
and Records of said Council are required by the Laws of the State of Ohio to be kept, do hereby
certify that the foregoing is taken and copied from the original Resolution No. 2015- 167

now on file, that the foregoing has been compared by me with said original document,
and that the same is a true and correct copy thereof.

WITNESS my signature, this 9th day of September, 2015

Clerk of Council

No. 2015- 167

Strongsville
COUNCIL OF THE CITY OF

Strongsville
Cuyahoga County, Ohio

RESOLUTION No. 2015-¹⁶⁷
ACCEPTING THE AMOUNTS AND RATES
AS DETERMINED BY THE BUDGET
COMMISSION AND AUTHORIZING THE
NECESSARY TAX LEVIES AND CERTIFYING
THEM TO THE COUNTY FISCAL OFFICER

(City Council)

Adopted September 8, 2015

Clerk of Council

Filed _____, 20 ____

County Fiscal Officer

By _____
Deputy

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2015 – 168

By: Mayor Perciak and Mr. Dooner

A RESOLUTION REQUESTING THE FISCAL OFFICER OF CUYAHOGA COUNTY TO ADVANCE CERTAIN FUNDS, BOTH GENERAL OPERATING AND SPECIAL ASSESSMENTS, TO THE CITY OF STRONGSVILLE, OHIO, AND DECLARING AN EMERGENCY.

WHEREAS, from time to time during the fiscal year 2016, before and subsequent to tax settlement dates, the City of Strongsville will require certain funds for the continuity of necessary services, where such funds are drawn from both general operating funds and special assessment funds; and

WHEREAS this Council respectfully requests the Fiscal Officer of this County to advance both general operating funds and various special assessment funds when requested by the Director of Finance of this City and deduct such advances from funds due to the City, but not then distributed.

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

Section 1. That the Fiscal Officer of this County is respectfully requested to advance funds to the City of Strongsville from the proceeds of the 2016 tax year collection including, without limitation, revenues from both the general operating funds and special assessment funds, upon request of the Director of Finance of this City, and that the amount of such advance or advances be charged to the City of Strongsville and deducted from funds due this City but not distributed.

Section 2. That the Clerk of the Council be and is hereby directed to send a certified copy of this Resolution to the Fiscal Officer of Cuyahoga County.

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

Section 4. That this Resolution 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 obtain in advance general operating and special assessment funds for the orderly payment of certain obligations of the City. Therefore, provided this Resolution receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and

CITY OF STRONGSVILLE, OHIO
RESOLUTION NO. 2015 - 168
Page 2

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. 2015-168. Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2015 - 169

By: Mr. Dooner

A RESOLUTION AUTHORIZING AND DIRECTING THE DIRECTOR OF FINANCE OF THE CITY TO CERTIFY TO THE FISCAL OFFICER OF CUYAHOGA COUNTY UNPAID PROPERTY MAINTENANCE NUISANCE ABATEMENTS FOR LEVY AND COLLECTION ACCORDING TO LAW, AND DECLARING AN EMERGENCY.

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

Section 1. That the Director of Finance of the City be and is hereby authorized and directed to certify to the Fiscal Officer of Cuyahoga County various property maintenance nuisance abatements and penalties which are due and unpaid for the premises and in the sums set forth in Exhibit "A", plus interest at the rate of ten percent (10%) per annum, attached hereto and incorporated herein by reference, for extension of the tax duplicate and collection by the County Treasurer in the same manner as other taxes.

Section 2. 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 3. 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 the immediate certification is necessary in order to comply with County deadlines and to preserve public funds. 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: _____
 Res. Clerk of Council
 ORD. No. 2015-169 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

PPN	NAME	ADDRESS	TOTAL	PENALTY @ 10%	TOTALS
391-04-077	Jill Miller	22292 Jonathan Drive	\$ 900.00	\$ 90.00	\$ 990.00
391-08-043	Troy & Cynthia Lum	10794 Waterfall Road	\$ 150.00	\$ 15.00	\$ 165.00
391-29-004	Daniel & Laurie Bocan	10665 King Coe Lane	\$ 150.00	\$ 15.00	\$ 165.00
TOTAL BOOK 391 (3 detail records)			\$ 1,200.00	\$ 120.00	\$ 1,320.00
392-05-002	Daniel Brand	22965 Westwood Drive	\$ 3,500.00	\$ 350.00	\$ 3,850.00
392-12-048	Andra R Davis & LeeAnnitra Monique	21230 Greenfield Place	\$ 150.00	\$ 15.00	\$ 165.00
392-35-099	Donald Himes	19611 Westwood Drive	\$ 450.00	\$ 45.00	\$ 495.00
TOTAL BOOK 392 (3 detail records)			\$ 4,100.00	\$ 410.00	\$ 4,510.00
394-03-010	Mask LLC	16855 Foltz Parkway	\$ 3,500.00	\$ 350.00	\$ 3,850.00
TOTAL BOOK 394 (1 detail records)			\$ 3,500.00	\$ 350.00	\$ 3,850.00
395-10-019	Dacoh Holdings	8913 Pearl Road	\$ 468.32	\$ 46.84	\$ 515.16
395-28-075	Diane Kurz	15377 Highland Street	\$ 1,200.00	\$ 120.00	\$ 1,320.00
TOTAL BOOK 395 (2 detail records)			\$ 1,668.32	\$ 166.84	\$ 1,835.16
396-07-046	Judy Karoglan	18653 Bonnie Lane	\$ 150.00	\$ 15.00	\$ 165.00
396-24-012	IN MANUS DEI LLC	16533 Royalton Road	\$ 621.95	\$ 62.20	\$ 684.16
TOTAL BOOK 396 (2 detail records)			\$ 771.95	\$ 77.20	\$ 849.16
397-02-035	Joan K Hardy	18100 Raccoon Trail	\$ 450.00	\$ 45.00	\$ 495.00
397-04-034	Wendy Wortz-Thomas	17024 Hunting Meadows Dr	\$ 150.00	\$ 15.00	\$ 165.00
397-11-057	Todd Knight	17022 Eagles Nest Cir	\$ 4,000.00	\$ 400.00	\$ 4,400.00
397-20-081	Michelle Mahon	17577 Fairfax Lane	\$ 150.00	\$ 15.00	\$ 165.00
397-25-009	Pearl East HOA	00000 Cherrystone Lane Pearl East	\$ 1,000.00	\$ 100.00	\$ 1,100.00

PPN	NAME	ADDRESS	TOTAL	PENALTY @ 10%	TOTALS
397-28-055	Milton & Sandra Randall	19390 Ridgeline Court	\$ 306.60	\$ 30.66	\$ 337.26
TOTAL BOOK 397 (6 detail records)			\$ 6,056.60	\$ 605.66	\$ 6,662.26
398-01-015	Tina Pierson & Clifton Richey	14639 Sprague Road	\$ 150.00	\$ 15.00	\$ 165.00
398-05-027	Craig Foust	13512 Wolf Drive	\$ 150.00	\$ 15.00	\$ 165.00
398-10-022	Misael and Nadia Minaya	9977 Forestview Drive	\$ 300.00	\$ 30.00	\$ 330.00
398-17-029	US Bank National Assoc	11606 Park Moss Ave	\$ 150.00	\$ 15.00	\$ 165.00
TOTAL BOOK 398 (4 detail records)			\$ 750.00	\$ 75.00	\$ 825.00
399-29-009	John I Jolly, Jr	18677 Hunt Road	\$ 314.60	\$ 31.46	\$ 346.06
399-29-014	John Matson	6821 Drexel Road	\$ 230.45	\$ 23.05	\$ 253.50
399-29-015	Michael Kiraly	18893 Bennington Drive	\$ 450.00	\$ 45.00	\$ 495.00
TOTAL BOOK 399 (3 detail records)			\$ 995.05	\$ 99.51	\$ 1,094.56
TOTAL ALL BOOKS			\$ 19,041.92	\$ 1,904.20	\$ 20,946.14

TOTAL PARCELS 25

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2015 – 170

By: Mayor Perciak and Mr. Dooner

A RESOLUTION APPROVING A REVISED STATEMENT OF INVESTMENT POLICY FOR THE INVESTMENT OF PUBLIC FUNDS BY THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

WHEREAS, through passage of Ordinance No. 2006-22, this Council approved a Policy for the Investment of Public Funds for the City; and

WHEREAS, the Director of Finance has now recommended that a revised Policy be approved.

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

Section 1. That this Council hereby approves and adopts a revised Statement of Investment Policy for the City of Strongsville, a copy of which is attached hereto as Exhibit A and is incorporated herein as if fully rewritten, and which shall be maintained on file in the office of the Director of Finance.

Section 2. That the Director of Finance be and is hereby authorized to do all things necessary to carry out the intent and objectives of the revised Statement of Investment Policy, including obtaining signatures from each of the financial institutions or brokers/dealers with which the City conducts investment business and delivering a copy of said Statement of Investment Policy to the Office of the Auditor of State in Columbus.

Section 3. That the new revised Policy will supersede the Policy previously adopted in 2006.

Section 4. 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 actions were in meetings open to the public, in compliance with all legal requirements.

Section 5. That this Resolution 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 reasons that it is immediately necessary in order to ensure compliance with all applicable investment statutes, to continue effective and prudent management of the City's investment portfolio, and to conserve public funds. Therefore, provided this Resolution receives the affirmative vote of two-thirds of

CITY OF STRONGSVILLE, OHIO
RESOLUTION NO. 2015 - 170
Page 2

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. 2015-170 Amended: _____

1st Rdg. _____ Ref: _____

2nd Rdg. _____ Ref: _____

3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____

Adopted: _____ Defeated: _____

**CITY OF STRONGSVILLE, OHIO
STATEMENT OF INVESTMENT POLICY
Revised September 2015**

Governing Authority

This document, in conjunction with the Ohio Revised Code (ORC), as amended, will govern the investments and the investment activities of the City of Strongsville. It will be reviewed periodically for compliance and to assure the flexibility necessary to effectively manage the investment portfolio.

Purpose

The purpose of the investment policy is to ensure that the City's Investment objectives of Preservation of Principal, Maintenance of Liquidity and Maximize Returns are adhered to while conforming to all applicable statutes governing the investment of public funds by an Ohio Municipality.

Scope

This investment Policy applies to all financial assets of the City, including State and Federal funds held by it. Any practice not clearly authorized under these policies or the ORC section 135 is prohibited. The guidance set forth herein is to be strictly followed by all those responsible for any aspect of the management or administration of these funds.

Investment Objectives

The City's investment portfolio shall be managed to accomplish the following hierarchy of objectives:

1.) Preservation of Principal: The single most important objective of the City's investment program is the preservation of principal within the portfolio.

2.) Maintenance of Liquidity: The portfolio should be managed in such a manner that assures that the funds are available as needed to meet those immediate and or future obligations of the City.

3.) Maximize Returns: The portfolio shall be managed in such a fashion as to attain a market-average rate of return throughout budgetary and economic cycles, within the context and parameters set forth by objectives 1 and 2 above.

Authorized Financial Dealers and institutions

The Director of Finance will maintain a list of financial institutions and approved security broker/dealers. All financial institutions, broker/dealers and consultants which desire to conduct investment business with the City must sign this Investment Policy, certifying they have read it, understand it and agree to abide by its contents.

Authorized Investments

The City is permitted to invest in any security authorized by the ORC, Section 135 and any other relevant sections. Those securities include, but are not limited to, the following:

1. Bonds, notes, or other obligations of or guaranteed by the United States, or those of which the faith of the United States is pledged for the payment of the principal and interest thereon;
2. Bonds, notes, debentures, or any obligations or securities issued by any federal government agency or instrumentality; all federal government agency or instrumentality securities must be direct issuances of the federal government agency or instrumentality.
3. Interim deposits in the eligible institutions applying for interim monies as provided in Section 135.08 of the ORC. The award of interim deposits shall be made in accordance with Section 135.09 of the ORC.

This includes investments in Certificates of Deposit with FDIC insurance coverage on the full amount of deposit plus accrued interest administered through the Certificate of Deposit Account Registry Service (CDARS). Eligibility of this investment is outlined in ORC.135.144 and would also apply to any other program that is deemed to meet the requirements of such statute.

4. Bonds and other obligations of the State or its political subdivisions provided that, with respect to bonds or other obligations of political subdivisions, all of the following apply:
 - (a) The bonds or other obligations are payable from general revenues of the political subdivision and backed by the full faith and credit of the political subdivision.

(b) The bonds or other obligations are rated at the time of purchase in the three highest classifications established by at least one nationally recognized standard rating service and purchased through a registered securities broker or dealer.

(c) The aggregate value of the bonds or other obligations does not exceed 20% of the City's interim funds at the time of purchase.

(d) The City is not the sole purchaser of the bonds or other obligations at original issuance.

5. Commercial paper which is rated at the time of purchase in the single highest classification by Moody's or Standard & Poor's. Any investment in commercial paper of a single issuer shall not exceed 5% of the City's interim funds at time of purchase. The maximum maturity is 270 days. The total invested in commercial paper and bankers acceptances is limited to 40% of the City's interim funds at time of purchase.
6. Bankers acceptances of banks insured by the Federal Deposit Insurance Corporation (FDIC). The maximum maturity is 180 days. The total invested in commercial paper and bankers acceptances is limited to 40% of the City's interim funds at time of purchase.
7. No-load money market mutual funds consisting exclusively of securities described in paragraphs 1 and 2 of this Section and repurchase agreements secured by such obligations, provided that the investments in securities described in the division are made only through eligible institutions mentioned in Section 135.03 of the ORC;
8. Written repurchase agreements that set forth terms and conditions of the agreement between the parties for a period of not to exceed 30 days with any eligible institution mentioned in Section 135.03 of the ORC or a member of the "Financial Industry Regulatory Authority" (FINRA), under the terms of which agreement, the Finance Director purchases and such institution agrees to unconditionally repurchase any securities listed in division 1 or 2 of this section that will mature or are redeemable within five years of the date of purchase. The market value of the securities subject to the repurchase agreement must exceed the principal value of the agreement by at least two percent and be marked to market daily. Such agreement shall include the face amount of the securities, type, rate, maturity date and the numerical identifier.

Maximum Maturities

The maximum maturity for any investment including CD's will be five (5) years from the date of purchase unless, as per the ORC, the investment is matched to a longer term liability of the City. Any security may be sold prior to maturity.

Safekeeping and Custody

All security transactions, including collateral for repurchase agreements entered into by the City shall be conducted on a delivery-versus-payment basis. Securities will be held by a third party custodian designated by the Director of Finance and evidenced by safekeeping receipts. Securities shall be pledged at the Federal Reserve Bank to collateralize all repurchase agreements with financial institutions. Pledge collateral will only be released by the City after verification that the principal and interest have been credited to the City's account.

Prohibited Investment Practices

The City is prohibited by state law from investment in stripped principal or interest obligations, reverse purchase agreements and derivatives. The issuance of taxable notes for the purpose of arbitrage, as well as the use of leverage and short term selling is also prohibited. All investments must be purchased with the expectation that the investment will be held to maturity.

Ethics and Conflict of Interest

Persons involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Employees and investment consultants shall disclose to the City any material financial interests in financial institutions that conduct business within the City and any large personal financial or investment positions that could be related to, or affected by, the performance of the City's portfolio. All employees, officers and investment consultants to the City shall subordinate their personal investment transactions to those of the City, particularly with regard to the timing of purchases and sales.

Management and Administrative Responsibilities

The Director of Finance shall routinely monitor the contents of the City's investment portfolio, the available markets and relative value of competing investments and will adjust the portfolio accordingly. The Director of Finance shall also develop and maintain procedures for the operation of the City's investment program in accordance with this Investment Policy. These procedures shall be designed to prevent loss of the City's funds due to fraud, error, misrepresentation, unanticipated market changes or imprudent actions. A detailed inventory of all investments which shall include a description of each security, cost, par value, rate of return, and seller along with the purchase, settlement and maturity dates, shall be available upon request.

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence, exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income derived.

The standard of prudence to be used by the Director of Finance and others involved in the management of the investment portfolio shall be the "prudent person" standard and shall be applied in the context of managing the overall portfolio. Acting in accordance with this Investment Policy and exercising due diligence shall relieve the Director of Finance and others involved in the management of the portfolio from personal responsibility for an individual security's credit risk or market price changes, provided deviations from the expectations are reported to the Council in a timely fashion and appropriate action is taken to control adverse developments.

The Director of Finance shall participate in any beginning and/or continuing education training programs sponsored by the State Treasurer or the State Auditor. Through participation in those programs, the Director of Finance will develop and maintain an enhanced background and working knowledge in investment, case management, and ethics.

Investment Policy Adoption

This Investment Policy adopted on September 8, 2015 shall be filed in the office of the Auditor of State. The policy may be reviewed on an annual basis by the Council or a committee designated by it and any modifications made thereto must be approved by the Council and, upon adoption, filed in the office of the Auditor of State.

CERTIFICATION OF UNDERSTANDING AND ACCEPTANCE.

I, the undersigned acknowledge that I am authorized to sign this policy on behalf of my employer and have received and read this investment policy established by the City of Strongsville and will abide by the guidelines set forth.

Firm/Company: _____

By: _____

Title: _____

Date: _____

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2015 – 171

By: Mayor Perciak and Mr. Dooner

A RESOLUTION AMENDING RESOLUTION NO. 2015-029 AND VARIOUS PRIOR RESOLUTIONS TO DESIGNATE AN ADDITIONAL DEPOSITORY FOR ACTIVE AND INTERIM FUNDS OF THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

WHEREAS, through passage of Resolution No. 2011-033, this Council, among other items, designated various financial institutions as depositories for active and interim funds of the City for a five-year period commencing March 15, 2011 to March 14, 2016; and

WHEREAS, through passage of Resolution Nos. 2012-139, 2013-104, 2013-254 and 2015-029 various other entities were added as additional depositories; and

WHEREAS, at this time, the Director of Finance recommends addition of another depository, U.S. Bank, in order to afford the City competitive interest rates, flexibility in investment deposits, and continued protection of City funds.

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

Section 1. That Section 2 of Resolution No. 2011-033, is hereby further amended to read in its entirety as follows:

“Section 2. That the following depositories be and they are hereby designated by the Council of the City of Strongsville for the deposit of public monies in compliance with the applicable provisions of the laws of the State of Ohio commencing March 15, 2011 to March 14, 2016:

CHARTER ONE
FIFTH THIRD BANK
FIRST FEDERAL OF LAKEWOOD
HSBC BANK USA
HUNTINGTON NATIONAL BANK
INDEPENDENCE BANK
JP MORGAN CHASE BANK
KENNEY BANK AND TRUST
KEY BANK
PNC BANK
TOTAL MERCHANT SERVICES
TRI-STATE CAPITAL BANK
U.S. BANK”

Section 2. That Section 1 of Resolution No. 2015-029 is amended accordingly.

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

Section 4. That this Resolution 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 additional responsible and competitive depositories for the safekeeping of monies of the City of Strongsville, and to conserve public funds. 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. 2015-171 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2015 – 172

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO A DISCRETIONARY INVESTMENT MANAGEMENT AGREEMENT FOR PROFESSIONAL MANAGEMENT OF VARIOUS CITY FUNDS, AND DECLARING AN EMERGENCY.

WHEREAS, the City's Director of Finance has recommended that in order to maximize the interest earnings potential and rate of return on City funds, it would be in the best interest of the City to retain an independent investment manager specializing in management of public funds; and

WHEREAS, Meeder Public Funds, Inc. dba Meeder Investment Management (hereinafter "Meeder") is a reputable investment management firm with over 40 years' experience in management of public funds for various state and local government investment portfolios, and is registered with the U.S. Securities and Exchange Commission; and

WHEREAS, Meeder has in excess of \$10 billion dollars in assets under management with a substantial amount in Ohio, managed consistent with the requirements of Chapter 135 of the Ohio Revised Code, and local municipalities' investment policies; and

WHEREAS, the City's Director of Finance and City Administration, therefore, recommend that Meeder be retained to manage certain of the City's funds pursuant to the City's Statement of Investment Policy (as revised September, 2015), and as per an agreement with the custodian of funds to be U.S. Bank.

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

Section 1. That the Mayor and Director of Finance be and are hereby authorized and directed to enter into a Discretionary Investment Management Agreement with **MEEDER PUBLIC FUNDS, INC. dba MEEDER INVESTMENT MANAGEMENT**, substantially in the form attached as Exhibit 1, incorporated herein and at the fee rates set forth therein; and that the Mayor and Director of Finance shall do and undertake whatever is reasonably necessary to implement same.

Section 2. That any funds required for purposes of this Ordinance and Agreement have been appropriated and shall be paid from the General Fund.

Section 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open 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 the aforesaid Agreement is necessary in order to provide for the continuity of operations of the Finance Department, to ensure maximum returns to the City on its funds, 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.

_____ 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. 2015-172. Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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



MEEDER

INVESTMENT MANAGEMENT

DISCRETIONARY INVESTMENT MANAGEMENT AGREEMENT

This Discretionary Investment Management Agreement ("Agreement") is effective as of the _____ day of _____, 20 15 ("Effective Date"), by and between Meeder Public Funds, Inc. ("Meeder") and _____ ("Client").
City of Strongsville

In consideration of the mutual promises, covenants, and undertakings set forth herein, the parties hereby agree as follows:

1. Appointment of Manager. Client appoints Meeder as discretionary investment manager to manage the assets ("Services") in Client's discretionary advisory account (the "Account"). Meeder shall provide advice only with respect to assets in the Account and shall have no responsibility for the actions or non-actions of predecessor investment advisers or for the management of any assets other than the assets allocated to the Account. All Services shall be performed in accordance with the terms and conditions of this Agreement. Custody and possession of Account assets and collection of income shall be the sole obligation of the Account's separately appointed "qualified custodian" as that term is defined in Rule 206(4)-2 under the Investment Advisers Act of 1940 (the "Custodian").

2. Acceptance of Appointment. Meeder accepts its appointment as investment manager for the Account. Meeder shall invest, reinvest and manage the securities, cash and/or other assets of the Account subject to the investment policies (the "Investment Guidelines") as provided by Client and delivered to Meeder. Client may amend the Investment Guidelines upon written notice to Meeder at least ten (10) days in advance of such change.

As a condition of its acceptance of appointment, Meeder shall be entitled to rely on such financial and other information relating to investment of Account assets as it may receive from time to time from Client. Client will promptly inform Meeder of any material change in Client's financial circumstances or objectives, policies or restrictions and shall promptly respond to reasonable requests by Meeder for information regarding any such changes. Client further agrees that Meeder shall not have any liability for Client's failure to inform Meeder of material changes in Client's financial circumstances, which may affect the manner in which the Client's assets are allocated.

3. Trading Authorization. Client grants Meeder discretionary trading authority and appoints Meeder as agent and attorney-in-fact with respect to investments on behalf of the Account. Meeder shall carry out such trading (i) so long as Meeder's appointment under Section 1 above remains in effect, and (ii) in conformance with the written criteria Client may provide to Meeder from time to time. Pursuant to such authorization, Meeder may direct the purchase, sale, exchange, conversion or other acquisition or disposition of securities and other investments in the Account, as well as arrange for delivery and payment, and act on behalf of Client in all other matters incidental to the handling of Account investments. Client grants Meeder full authorization to issue such instructions, and engage in such transactions, as may be appropriate in connection with the management of the Account.

4. Execution Services. Meeder will use the execution services of such broker-dealers as it may select from time to time, which will be entitled to compensation for their services, to effect transactions for the purchase and/or sale of securities and other investments by the Account. In connection with transactions effected for the Account, Client authorizes Meeder to establish and trade in accounts in its name or the name of the Account with members of national or regional securities exchanges, including "omnibus" accounts established for the purpose of combining orders for more than one client.

In selecting brokers through which transactions for client accounts will be executed, Meeder's primary consideration will be the broker's ability to provide best execution of trades. In making a decision about best execution (and subject to section 28(e) of the Securities Exchange Act of 1934, as amended), Meeder may consider a number of factors including, but not limited to, trade price and commission, quality of research, and brokerage services the broker may provide. The responsibility to obtain best execution shall not be deemed to obligate Meeder to solicit competitive bids for each transaction.

Client transactions to buy and sell securities in the Account will be executed through broker-dealers selected by Meeder unless otherwise instructed by Client. Client may direct that Meeder execute transactions through specific broker-dealers in connection with a discount brokerage or directed brokerage program established by Client. Client acknowledges that by directing brokerage to a particular broker-dealer it may forgo any benefits from savings on execution costs that Meeder may obtain for its other clients through volume discounts on aggregated orders and may pay higher commission rates than other clients of Meeder.

5. Fees. Client shall pay Meeder a fee ("Fee") for the Services provided. The Fee for Services shall be based on portfolio size as follows:

- Up to \$25 million = 0.10%;
- Over \$25 million up to \$50 million = 0.08%;
- Over \$50 million up to \$100 million = 0.06%;
- Over \$100 million = Negotiable.

**and specifically in accordance with the City's Statement of Investment Policy (Revised Sept. 2015), attached as Exhibit B and incorporated herein.

Fee is subject to a minimum of \$5,000 per year. Fee shall be paid either monthly or quarterly ("Billing Period"), as selected. If Client elects to utilize the Preferred Custodian, as defined in Section 7 below, the Fee shall be inclusive of the Preferred Custodian's fee. However, Meeder reserves the right to discontinue or change the inclusion of Preferred Custodian fees at any time upon thirty (30) days written notice to Client. If Client elects to use a Custodian other than the Preferred Custodian, Client shall be responsible for paying any and all applicable fees associated with Client's Account with the Custodian.

At the conclusion of each Billing Period, Meeder shall submit to Client a written invoice for the Fee amount. The Fee will be deducted directly from Client's Account with the Custodian or invoiced directly to Client, as selected. Client is responsible for verifying the accuracy of the Fee calculation and notifying Meeder of any exceptions or objections within thirty (30) days from the billing date. If Client chooses to be invoiced directly and the Fee is not paid by Client within thirty (30) days after it is billed, Meeder may deduct the Fee directly from the Account with the Custodian. Client hereby authorizes Custodian to deduct and pay Fee from the Account with the Custodian to Meeder, as selected or agreed to herein.

6. Reports. Meeder will provide Client with quarterly consolidated holdings reports, unless Client and Meeder mutually agree otherwise. All confirmations with respect to security transactions, proxies, reports and the like shall be sent to Meeder.

7. Custody. Meeder will not take physical custody or control of assets at any time or under any circumstances. Meeder has a relationship with a Custodian who provides custodial services to Meeder clients ("Preferred Custodian"). Client may elect to use the services of the Preferred Custodian or a Custodian of Client's choice. If Client selects a Custodian other than the Preferred Custodian, Client will notify Meeder in writing of the Custodian's name, address and the manner in which the Account assets will be maintained. Client acknowledges that it receives, or will receive from the Custodian, at least quarterly, an Account statement that identifies the assets in the Account with the Custodian at the end of the period and that lists all transactions (including Fee deductions, if applicable) in the Account for the period. Client agrees to direct the Custodian to provide copies of all confirmations with respect to security transactions, reports, periodic Account statements and the like to Meeder to enable Meeder to reconcile its records with those of the Custodian.

8. Confidentiality. Meeder may disclose the information it collects regarding Client to companies (including affiliates) that perform services on Meeder's behalf for Client, including those that assist Meeder in responding to inquiries, processing transactions, preparing and mailing account statements, and providing other forms of customer servicing. Otherwise, all information and advice furnished by Client or Meeder to the other, with respect to the Account, or other matters pertaining to this Agreement, shall be treated as confidential and shall not be disclosed to third parties except as otherwise required by law, as agreed to in writing by Client or as necessary to carry out the responsibilities set forth in this Agreement. Notwithstanding the foregoing, Client consents to the use of Client's name in Meeder's (or its affiliates') sales and marketing material solely for the purpose of identifying the Client as an investment advisory client. For more detail, see Meeder's Privacy Policy attached as Exhibit A.

9. Non-exclusive Contract. Client understands that Meeder serves as investment adviser for other clients and will continue to do so. Client also understands that Meeder, its personnel and affiliates ("Affiliated Persons") may give advice or take action in performing their duties to other clients, or for their own accounts, that differ from advice given to or action taken for Client. Meeder is not obligated to buy, sell or recommend for Client any security or other investment that Meeder or its Affiliated Persons may buy, sell or recommend for any other client or their own accounts.

10. Risk Acknowledgment; Limitation of Liability. Meeder does not guarantee the future performance, or any specific level of performance, of the investments recommended by Meeder and selected by Client, the success of Meeder's investment decisions or strategy, or the success of Meeder's overall management of the Account. Client acknowledges that the Account may fluctuate in value and may incur losses if an investment was to default, or the Client elects to sell an investment prior to maturity. An Account's past performance is not a guarantee of future performance. Client understands that investment decisions made for Client's Account by Meeder are subject to various market, currency, economic, political and business risks, and that investment recommendations will not always be profitable. Client acknowledges that periods of over-performance and under-performance are part of every investment strategy. Client acknowledges that the risks and parameters of their chosen investments have been disclosed to them and acknowledge that they can change their Investment Guidelines at any time by written notice to Meeder.

Except for negligence, malfeasance or violation of applicable law, neither Meeder nor its officers, directors or employees shall be liable to Client for any action performed, or omitted to be performed or for any errors of judgment in managing the Account. Nor shall Meeder be liable to Client for any act or failure to act by any other third party. The federal securities laws impose liabilities under certain circumstances on persons even when they act in good faith. Therefore, nothing in this Agreement shall in any way constitute a waiver or limitation of any rights that Client may have under any federal or state securities laws.

11. Meeder Representations. Meeder represents that it is a registered investment adviser under the Investment Advisers Act of 1940, as amended.

12. Client Representations and Acknowledgments. Client represents and acknowledges that: (i) Client is the sole owner of the Account assets, and has full power and authority to enter into this Agreement and to commit the assets to Meeder's management and supervision; (ii) when duly executed and delivered by the parties hereto, this Agreement shall constitute a valid and legally binding obligation of the Client; (iii) Client has received Part II of Meeder's current Form ADV; (iv) any information provided to Meeder will, at all times, be substantially accurate and complete and Meeder may rely on such information in performing its obligations under this Agreement; and (v) Client has received a copy of Meeder's Privacy Policy attached as Exhibit A.

13. Other Legal Actions. Client agrees that Meeder will not advise or act for Client in any legal proceedings, including bankruptcies or class actions, involving securities held or previously held by the Account or the issuers of such securities.

14. Assignment; Amendment. This Agreement may not be assigned (within the meaning of the Investment Advisers Act of 1940, as amended) by either party without the consent of the other party. Meeder will provide Client at least thirty (30) days prior written notice of any assignment, and Client's consent will be presumed unless Client notifies Meeder otherwise in writing prior to the date of the assignment indicated on the notice. This Agreement may be amended by Meeder with thirty (30) days prior written notice to Client and may be amended immediately upon notice to the extent reasonably required to satisfy federal or state regulatory requirements.

15. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Ohio without giving effect to any conflict or choice of law provisions of that State, provided that nothing in this Agreement will be construed in any manner inconsistent with any applicable federal laws or regulations.

16. Notices. All notices shall be in writing and deemed to have been given when personally delivered or sent by U.S. registered or certified mail or electronic mail. Notice to Meeder shall be sent to Meeder Public Funds, Inc., 6125 Memorial Drive, Dublin, Ohio 43017. Notice to Client shall be sent to the address listed on the signature line. Any notice, demand, consent or communication given hereunder in the manner required above shall be deemed to have been affected and received as of the date personally delivered or, if so mailed, as of the date specified on the receipt.

17. Term and Termination. This Agreement will continue under the terms and conditions agreed to by both parties until either Client or Meeder receives from the other written notice of termination. This Agreement may be terminated by either party for any or no reason upon delivery by first class U.S. mail, postage prepaid, or delivery by hand, of a written "Notice of Termination" to the other party at least thirty (30) days prior to the date of the intended early termination of this Agreement. Termination of this Agreement will not affect the status, obligations or liabilities of the parties to this Agreement that arose prior to such termination. Upon Meeder's receipt of the Notice of Termination, Meeder will have no obligation to recommend or take any action with regard to the securities, cash or other investments in the Account and shall have no liability for investment losses incurred after termination of Meeder. Meeder is authorized to complete transactions in progress, but shall not begin any new transactions. The provisions of Section 5, 7 and 9 above shall survive the termination of this Agreement.

18. Miscellaneous. If any provision of this Agreement is or should become inconsistent with any law or rule of any governmental or regulatory body having jurisdiction over the subject matter of this Agreement, the provision will be deemed to be rescinded or modified in accordance with any such law or rule. In all other respects, this Agreement will continue and remain in full force and effect. No term or provision of this Agreement may be waived or changed except in writing signed by the party against whom such waiver or change is sought to be enforced. Neither Meeder's failure to insist at any time on strict compliance with this Agreement, nor the continued course of such conduct on its part, will constitute or be considered a waiver by Meeder of any of its rights or privileges. This Agreement contains the entire understanding between Client and Meeder concerning the subject matter of this Agreement. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or agents to become effective as of the day and year first above written.

CLIENT: City of Strongsville

AGREED and ACCEPTED

By: _____

MEEDER PUBLIC FUNDS, INC.

Printed Name: Thomas P. Perciak

By: _____

Title: Mayor

Title: _____

Address: 16099 Foltz Parkway

Strongsville, OH 44149

Email: joe.dubovec@strongsville.org

Ein: 34-6002751

Exhibit A

Meeder Investment Management, Inc.

Privacy Policy

In order to enhance our ability to provide you with the best service possible, Meeder Investment Management, Inc. and its affiliates related by common control including Meeder Public Funds, Inc., Productive Capital Management, Meeder Asset Management, Inc., Meeder Advisory Services, Inc., Adviser Dealer Services, and Mutual Funds Service Company (referred to as "Meeder", "we" or "us") collect, use, and share certain information about you. This policy explains what information we collect and with whom we share it. The practices described in this policy are applicable to all consumers, including current and former customers, who do business with us. The policy also explains how we protect the security and confidentiality of our customer information.

A. INFORMATION WE COLLECT AND SOURCES OF INFORMATION

We may collect information about Meeder customers to help service and manage your account and to assist in offering services and products you may find valuable. We collect this information from a variety of sources, including:

- Information we receive from you on account application and other forms (e.g., your name, address, date of birth, social security number, and investment information);
- Information about your transactions and experiences with us (e.g., your account balance, transaction history, and investment selections); and
- Information we obtain from third parties regarding their brokerage, investment advisory, custodial, or other relationship with you (e.g., your account number, account balance, and transaction history).

B. INFORMATION WE SHARE WITH SERVICE PROVIDERS

We may disclose all of the information we collect, as described in paragraph A, to companies (including affiliates) that perform services on our behalf, including those that assist us in responding to inquiries, processing transactions, preparing and mailing account statements, and other forms of customer servicing.

C. INFORMATION WE SHARE WITH AFFILIATES

Our affiliates are financial service providers that offer transfer agency, customer accounting, administrative, customer servicing, investment advisory, brokerage, and other financial services. In addition to the information we share with affiliates that provide services to us, we may share information described in paragraph A among affiliates to better assist you in achieving your financial goals.

D. INFORMATION WE SHARE WITH NONAFFILIATED THIRD PARTIES

We do not disclose any nonpublic personal information about our customers or former customers to nonaffiliated third parties, except as described in paragraph B above and as required or permitted by law.

E. SECURITY AND CONFIDENTIALITY OF YOUR INFORMATION

We maintain policies, and require all nonaffiliated third parties to maintain policies, to safeguard customer information. We restrict access to nonpublic personal information about you to those employees (or people working on our behalf and under confidentiality agreements) who need to know that information in order to provide products and services to you. We also maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

F. CHANGES TO THIS POLICY

We may amend this policy at any time, and we will notify you of changes to its terms and conditions. In addition, we will provide customers a copy of this policy annually.

What does this mean for you?



	Current	Proposed
Portfolio Size	\$27,500,000	\$27,500,000
Weighted Average Maturity	0.42 years	3.05 years
Weighted Average Yield	0.50%	1.27%
Annual Interest Income	\$138,300	\$349,250
Management Fee	\$0	<u>\$27,000</u>
Net Annual Interest Income	\$138,300	\$322,250

Increase of over \$183,000 in net annual interest income

Yield information is based on select market yields for options shown, subject to change at any time and subject to availability at the time of purchase. Yield and interest income information is annualized. All yield information is shown gross of any advisory or custody fees. Target portfolio shown is a sample portfolio. Past performance is not a guarantee of future results.

**CITY OF STRONGSVILLE, OHIO
STATEMENT OF INVESTMENT POLICY
Revised September 2015**

Governing Authority

This document, in conjunction with the Ohio Revised Code (ORC), as amended, will govern the investments and the investment activities of the City of Strongsville. It will be reviewed periodically for compliance and to assure the flexibility necessary to effectively manage the investment portfolio.

Purpose

The purpose of the investment policy is to ensure that the City's Investment objectives of Preservation of Principal, Maintenance of Liquidity and Maximize Returns are adhered to while conforming to all applicable statutes governing the investment of public funds by an Ohio Municipality.

Scope

This investment Policy applies to all financial assets of the City, including State and Federal funds held by it. Any practice not clearly authorized under these policies or the ORC section 135 is prohibited. The guidance set forth herein is to be strictly followed by all those responsible for any aspect of the management or administration of these funds.

Investment Objectives

The City's investment portfolio shall be managed to accomplish the following hierarchy of objectives:

- 1.) **Preservation of Principal:** The single most important objective of the City's investment program is the preservation of principal within the portfolio.
- 2.) **Maintenance of Liquidity:** The portfolio should be managed in such a matter that assures that the funds are available as needed to meet those immediate and or future obligations of the City.
- 3.) **Maximize Returns:** The portfolio shall be managed in such a fashion as to attain a market-average rate of return throughout budgetary and economic cycles, within the context and parameters set forth by objectives 1 and 2 above.

Authorized Financial Dealers and institutions

The Director of Finance will maintain a list of financial institutions and approved security broker/dealers. All financial institutions, broker/dealers and consultants which desire to conduct investment business with the City must sign this Investment Policy, certifying they have read it, understand it and agree to abide by its contents.

Authorized Investments

The City is permitted to invest in any security authorized by the ORC, Section 135 and any other relevant sections. Those securities include, but are not limited to, the following:

1. Bonds, notes, or other obligations of or guaranteed by the United States, or those of which the faith of the United States is pledged for the payment of the principal and interest thereon;
2. Bonds, notes, debentures, or any obligations or securities issued by any federal government agency or instrumentality; all federal government agency or instrumentality securities must be direct issuances of the federal government agency or instrumentality.
3. Interim deposits in the eligible institutions applying for interim monies as provided in Section 135.08 of the ORC. The award of interim deposits shall be made in accordance with Section 135.09 of the ORC.

This includes investments in Certificates of Deposit with FDIC insurance coverage on the full amount of deposit plus accrued interest administered through the Certificate of Deposit Account Registry Service (CDARS). Eligibility of this investment is outlined in ORC.135.144 and would also apply to any other program that is deemed to meet the requirements of such statute.

4. Bonds and other obligations of the State or its political subdivisions provided that, with respect to bonds or other obligations of political subdivisions, all of the following apply:
 - (a) The bonds or other obligations are payable from general revenues of the political subdivision and backed by the full faith and credit of the political subdivision.

- (b) The bonds or other obligations are rated at the time of purchase in the three highest classifications established by at least one nationally recognized standard rating service and purchased through a registered securities broker or dealer.
- (c) The aggregate value of the bonds or other obligations does not exceed 20% of the City's interim funds at the time of purchase.
- (d) The City is not the sole purchaser of the bonds or other obligations at original issuance.
5. Commercial paper which is rated at the time of purchase in the single highest classification by Moody's or Standard & Poor's. Any investment in commercial paper of a single issuer shall not exceed 5% of the City's interim funds at time of purchase. The maximum maturity is 270 days. The total invested in commercial paper and bankers acceptances is limited to 40% of the City's interim funds at time of purchase.
 6. Bankers acceptances of banks insured by the Federal Deposit Insurance Corporation (FDIC). The maximum maturity is 180 days. The total invested in commercial paper and bankers acceptances is limited to 40% of the City's interim funds at time of purchase.
 7. No-load money market mutual funds consisting exclusively of securities described in paragraphs 1 and 2 of this Section and repurchase agreements secured by such obligations, provided that the investments in securities described in the division are made only through eligible institutions mentioned in Section 135.03 of the ORC;
 8. Written repurchase agreements that set forth terms and conditions of the agreement between the parties for a period of not to exceed 30 days with any eligible institution mentioned in Section 135.03 of the ORC or a member of the "Financial Industry Regulatory Authority" (FINRA), under the terms of which agreement; the Finance Director purchases and such institution agrees to unconditionally repurchase any securities listed in division 1 or 2 of this section that will mature or are redeemable within five years of the date of purchase. The market value of the securities subject to the repurchase agreement must exceed the principal value of the agreement by at least two percent and be marked to market daily. Such agreement shall include the face amount of the securities, type, rate, maturity date and the numerical identifier.

Maximum Maturities

The maximum maturity for any investment including CD's will be five (5) years from the date of purchase unless, as per the ORC, the investment is matched to a longer term liability of the City. Any security may be sold prior to maturity.

Safekeeping and Custody

All security transactions, including collateral for repurchase agreements entered into by the City shall be conducted on a delivery-versus-payment basis. Securities will be held by a third party custodian designated by the Director of Finance and evidenced by safekeeping receipts. Securities shall be pledged at the Federal Reserve Bank to collateralize all repurchase agreements with financial institutions. Pledge collateral will only be released by the City after verification that the principal and interest have been credited to the City's account.

Prohibited Investment Practices

The City is prohibited by state law from investment in stripped principal or interest obligations, reverse purchase agreements and derivatives. The issuance of taxable notes for the purpose of arbitrage, as well as the use of leverage and short term selling is also prohibited. All investments must be purchased with the expectation that the investment will be held to maturity.

Ethics and Conflict of Interest

Persons involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Employees and investment consultants shall disclose to the City any material financial interests in financial institutions that conduct business within the City and any large personal financial or investment positions that could be related to, or affected by, the performance of the City's portfolio. All employees, officers and investment consultants to the City shall subordinate their personal investment transactions to those of the City, particularly with regard to the timing of purchases and sales.

Management and Administrative Responsibilities

The Director of Finance shall routinely monitor the contents of the City's investment portfolio, the available markets and relative value of competing investments and will adjust the portfolio accordingly. The Director of Finance shall also develop and maintain procedures for the operation of the City's investment program in accordance with this Investment Policy. These procedures shall be designed to prevent loss of the City's funds due to fraud, error, misrepresentation, unanticipated market changes or imprudent actions. A detailed inventory of all investments which shall include a description of each security, cost, par value, rate of return, and seller along with the purchase, settlement and maturity dates, shall be available upon request.

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence, exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income derived.

The standard of prudence to be used by the Director of Finance and others involved in the management of the investment portfolio shall be the "prudent person" standard and shall be applied in the context of managing the overall portfolio. Acting in accordance with this Investment Policy and exercising due diligence shall relieve the Director of Finance and others involved in the management of the portfolio from personal responsibility for an individual security's credit risk or market price changes, provided deviations from the expectations are reported to the Council in a timely fashion and appropriate action is taken to control adverse developments.

The Director of Finance shall participate in any beginning and/or continuing education training programs sponsored by the State Treasurer or the State Auditor. Through participation in those programs, the Director of Finance will develop and maintain an enhanced background and working knowledge in investment, case management, and ethics.

Investment Policy Adoption

This Investment Policy adopted on September 8, 2015 shall be filed in the office of the Auditor of State. The policy may be reviewed on an annual basis by the Council or a committee designated by it and any modifications made thereto must be approved by the Council and, upon adoption, filed in the office of the Auditor of State.

CERTIFICATION OF UNDERSTANDING AND ACCEPTANCE.

I, the undersigned acknowledge that I am authorized to sign this policy on behalf of my employer and have received and read this investment policy established by the City of Strongsville and will abide by the guidelines set forth.

Firm/Company: MEEDER INVESTMENT MANAGEMENT

By: Jason Heading

Title: VICE PRESIDENT

Date: 8/13/15

renewed until at least (30) days' prior written notice has been given to the City. Certificates of Insurance showing such coverage to be in force shall be filed with the City through its Director of Finance prior to commencement of the Services and shall be in proper form.

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

4. CONSULTANT'S INDEMNIFICATION. Subject to any applicable limitation of liability (and specifically Section 10 of the Agreement), Consultant hereby agrees to defend, indemnify and hold harmless the City and any of its officers or employees from all loss, damage, cost or expense, including but not limited to attorneys fees and expert witness fees, arising out of or in any way caused by:

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

5. AUDIT. The operation of this Agreement shall be subject to audit by the City through its Mayor and Director of Finance and by the Auditor of the State of Ohio and their respective representatives. Consultant shall maintain all records pertinent to services rendered under this Agreement for a period of at least three (3) years after such services are performed.

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

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

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

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

If to City:

Thomas P. Perciak, Mayor
City of Strongsville
16099 Foltz Parkway
Strongsville, Ohio 44149
with a copy to the Law Director

If to Consultant:

Jason Headings, Vice-President
Portfolio Manager
Meeder Public Funds, Inc.
6125 Memorial Drive
Dublin, Ohio 43017

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

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

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

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

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

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

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

Acceptance of the terms of this Addendum to Agreement is acknowledged by both Consultant and City through the following signatures of their respective authorized representatives.

“CITY”
CITY OF STRONGSVILLE

“CONSULTANT”
MEEDER PUBLIC FUNDS, INC. dba
MEEDER INVESTMENT MANAGEMENT

By: _____
Signature

By: _____
Signature

Thomas P. Perciak, Mayor
Typed Name/Title

Jason Headings, Vice-President, Portfolio Mgr.
Typed Name/Title

Date of Signature

Date of Signature

CERTIFICATION OF FUNDS

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

Date

Director of Finance

CERTIFICATE OF LAW DIRECTOR

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

Kenneth A. Kraus, Law Director

CITY OF STRONGSVILLE
EQUAL OPPORTUNITY REQUIREMENTS
for
SERVICE and SUPPLY CONTRACTS

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

This Certification becomes part of the resultant CONTRACT.

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

Company: _____

By: _____

Date: _____

NON-COLLUSION AFFIDAVIT

STATE OF _____)
) SS:
COUNTY _____)

_____, being first duly sworn, deposes and says that

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

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

Affiant

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

Notary Public

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2015- 173

BY: Mayor Perciak and All Members of Council

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF \$1,000,000 NOTES, IN ANTICIPATION OF THE ISSUANCE OF BONDS, FOR THE PURPOSE OF IMPROVING STREETS AS DESIGNATED IN PLANS APPROVED OR TO BE APPROVED BY COUNCIL BY, WHERE NECESSARY AS SET FORTH IN SUCH PLANS, RECONSTRUCTING PAVEMENT, CURBS, CURB RAMPS, CATCH BASINS AND DRIVEWAY APRONS, ADJUSTING MANHOLE CASTINGS AND WATER VALVE BOXES, RESURFACING, AND OTHERWISE IMPROVING THE SAME (2013 STREET PROGRAM), AND DECLARING AN EMERGENCY.

WHEREAS, the City has undertaken a street improvement program and has determined to finance that program through the issuance of general obligation debt as described below, with the expectation that the debt charges thereon would be paid annually from various sources available to the City, including, but not limited to, portions of the estate tax, motor vehicle registration fees and any lawfully available moneys in the TIF Funds (as defined in Ordinance 2009-215 passed November 2, 2009); and

WHEREAS, pursuant to Ordinance No. 2014-153, passed September 2, 2014, a \$1,300,000 note in anticipation of bonds, dated October 16, 2014 (the Outstanding Note), was issued for the aforesaid program and purpose as stated in Section 1 as part of a consolidated issue pursuant to Section 133.30(B) of the Revised Code in the aggregate principal amount of \$2,300,000 maturing on October 15, 2015; and

WHEREAS, this Council finds and determines that the City should retire the Outstanding Note with the proceeds of the notes described in Section 3 and other funds available to the City; and

WHEREAS, the Director of Finance, as fiscal officer of this City, has certified to this Council that the estimated life or period of usefulness of the improvement described in Section 1 is at least five years, the estimated maximum maturity of the bonds described in Section 1 is at least fifteen years, and the maximum maturity of the notes described in Section 3, to be issued in anticipation of the bonds, is October 22, 2033;

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

Section 1. It is necessary to issue bonds of this City in the aggregate principal amount of \$1,000,000 (the Bonds) for the purpose of improving streets as designated in plans approved or to be approved by Council by, where necessary as set forth in such plans, reconstructing pavement, curbs, curb ramps, catch basins and driveway aprons, adjusting manhole castings and water valve boxes, resurfacing, and otherwise improving the same (2013 Street Program).

Section 2. The Bonds shall be dated approximately October 1, 2016, shall bear interest at the now estimated rate of 6.0% per year, payable on June 1 and December 1 of each year, commencing December 1, 2016, until the principal amount is paid, and are estimated to mature in fifteen annual principal installments that are substantially equal. The first principal installment is estimated to be made on December 1, 2017.

Section 3. It is necessary to issue and this Council determines that notes in the aggregate principal amount of \$1,000,000 (the Notes) shall be issued in anticipation of the issuance of the Bonds and to retire, together with other funds of the City, the Outstanding Note. The Notes shall bear interest at a rate or rates not to exceed 6.0% per year (computed on the basis of a 360-day year consisting of twelve 30-day months), payable at maturity and until the principal amount is paid or payment is provided for. The rate or rates of interest on the Notes shall be determined by the Director of Finance in the certificate awarding the Notes in accordance with Section 6 (the Certificate of Award). The Notes shall be dated the date of issuance and shall mature not earlier than six months from the date of issuance nor later than one year from the date of issuance, as determined by the Director of Finance in the Certificate of Award.

Section 4. The debt charges on the Notes shall be payable in Federal Reserve funds of the United States of America, without deduction for services of the City's paying agent, at the principal corporate trust office of The Huntington National Bank, Columbus, Ohio, or at the office of a bank or trust company designated by the Director of Finance in the Certificate of Award after determining that the payment at that bank or trust company will not endanger the funds or securities of the City and that proper procedures and safeguards are available for that purpose, or at the office of the Director of Finance if agreed to by the Director of Finance and the original purchaser.

Section 5. The Notes shall be signed by the Mayor and Director of Finance, in the name of the City and in their official capacities, provided that one of those signatures may be a facsimile. The Notes shall be issued in the denominations and numbers as requested by the original purchaser and approved by the Director of Finance, provided that no such denomination shall be less than \$100,000 and provided further that the entire principal amount may be represented by a single note. The entire principal amount may be represented by a single note and may be issued as fully registered securities (for which the Director of Finance will serve as note registrar) and in book entry or other uncertificated form in accordance with Section 9.96 and Chapter 133 of the Revised Code if it is determined by the Director of Finance that issuance of fully registered securities in that form will facilitate the sale and delivery of the Notes. The Notes shall not have coupons attached, shall be numbered as determined by the Director of Finance and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to this ordinance. As used in this section and this ordinance:

"Book entry form" or "book entry system" means a form or system under which (i) the ownership of beneficial interests in the Notes and the principal of, and interest on, the Notes may be transferred only through a book entry, and (ii) a single physical Note certificate is issued by the City and payable only to a Depository or its nominee, with such Notes "immobilized" in the custody of the Depository or its agent for that purpose. The book entry maintained by others than the City is the record that identifies the owners of beneficial interests in the Notes and that principal and interest.

“Depository” means any securities depository that is a clearing agency under federal law operating and maintaining, with its Participants or otherwise, a book entry system to record ownership of beneficial interests in the Notes or the principal of, and interest on, the Notes and to effect transfers of the Notes, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

“Participant” means any participant contracting with a Depository under a book entry system and includes security brokers and dealers, banks and trust companies, and clearing corporations.

The Notes may be issued to a Depository for use in a book entry system and, if and as long as a book entry system is utilized, (i) the Notes may be issued in the form of a single Note made payable to the Depository or its nominee and immobilized in the custody of the Depository or its agent for that purpose; (ii) the beneficial owners in book entry form shall have no right to receive the Notes in the form of physical securities or certificates; (iii) ownership of beneficial interests in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (iv) the Notes as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the City.

If any Depository determines not to continue to act as a Depository for the Notes for use in a book entry system, the Director of Finance may attempt to establish a securities depository/book entry relationship with another qualified Depository. If the Director of Finance does not or is unable to do so, the Director of Finance, after making provision for notification of the beneficial owners by the then Depository and any other arrangements deemed necessary, shall permit withdrawal of the Notes from the Depository, and shall cause the Notes in bearer or payable form to be signed by the officers authorized to sign the Notes and delivered to the assigns of the Depository or its nominee, all at the cost and expense (including any costs of printing), if the event is not the result of City action or inaction, of those persons requesting such issuance.

The Director of Finance is also hereby authorized and directed, to the extent necessary or required, to enter into any agreements determined necessary in connection with the book entry system for the Notes, including the execution of a Blanket Issuer Letter of Representations in the form utilized by The Depository Trust Company.

Section 6. The Notes shall be sold at not less than 97% of par at private sale by the Director of Finance in accordance with law and the provisions of this ordinance. The Director of Finance shall, in accordance with that officer’s determination of the best interests of and financial advantages to the City and its taxpayers and based on conditions then existing in the financial markets, consistently with the provisions of Section 3, establish the interest rates to be borne by the Notes and their maturity, sign the Certificate of Award referred to in Section 3 evidencing that sale, cause the Notes to be prepared, and have the Notes signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Notes if requested by the original purchaser, to the original purchaser upon payment of the purchase price. The Mayor, the Director

of Finance, the Director of Law, the Clerk of Council (including within the meaning of each such office for purposes of this ordinance any person serving in an interim or acting capacity with respect to such office), and other City officials, as appropriate, are each authorized and directed to sign any transcript certificates, financial statements and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this ordinance. The Director of Finance is authorized, if it is determined to be in the best interest of the City, to combine the issue of Notes with one or more other note issues of the City into a consolidated note issue pursuant to Section 133.30(B) of the Revised Code.

The Director of Finance, if he determines it to be in the best interest of and financial advantages to the City, is hereby authorized to retain the financial advisory services of a person or entity in connection with the sale and issuance of the Notes. In rendering those financial advisory services, as an independent contractor and in a financial advisor-client relationship, that person or entity shall not exercise any administrative discretion on behalf of this City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, any county, municipality or other political subdivision, or of this City, or the execution of public trusts.

Section 7. The proceeds from the sale of the Notes, except any premium and accrued interest, shall be paid into the proper fund or funds and those proceeds are appropriated and shall be used for the purpose for which the Notes are being issued. Any portion of those proceeds representing premium and accrued interest shall be paid into the Bond Retirement Fund.

Section 8. The par value to be received from the sale of the Bonds or of any renewal notes and any excess funds resulting from the issuance of the Notes shall, to the extent necessary, be used to pay the debt charges on the Notes at maturity and are pledged for that purpose.

Section 9. During the year or years in which the Notes are outstanding, there shall be levied on all the taxable property in the City, in addition to all other taxes, the same tax that would have been levied if the Bonds had been issued without the prior issuance of the Notes. The tax shall be within the ten-mill limitation imposed by law, shall be and is ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner, and at the same time that taxes for general purposes for each of those years are certified, levied, extended and collected, and shall be placed before and in preference to all other items and for the full amount thereof. The proceeds of the tax levy shall be placed in the Bond Retirement Fund, which is irrevocably pledged for the payment of the debt charges on the Notes or the Bonds when and as the same fall due. In each year to the extent moneys are available from the estate tax, motor vehicle registration fees and the TIF Funds and appropriated for the payment of the debt charges on the Notes or the Bonds, the amount of that tax shall be reduced by the amount of such moneys so available or appropriated. Nothing in this section in any way diminishes the irrevocable pledge of the full faith and credit and general property taxing power of the City to the prompt payment of the debt charges on the Notes or the Bonds.

Section 10. The City covenants that it will use, and will restrict the use and investment of, the proceeds of the Notes in such manner and to such extent as may be necessary so that (a) the Notes will not (i) constitute private activity bonds, arbitrage bonds or hedge bonds under Sections

141, 148 or 149 of the Internal Revenue Code of 1986, as amended (the Code) or (ii) be treated other than as bonds to which Section 103(a) of the Code applies, and (b) the interest on the Notes will not be an item of tax preference under Section 57 of the Code.

The City further covenants that (a) it will take or cause to be taken such actions that may be required of it for the interest on the Notes to be and remain excluded from gross income for federal income tax purposes, (b) it will not take or authorize to be taken any actions that would adversely affect that exclusion, and (c) it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Notes to the governmental purpose of the borrowing, (ii) restrict the yield on investment property, (iii) make timely and adequate payments to the federal government, (iv) maintain books and records and make calculations and reports and (v) refrain from certain uses of those proceeds, and, as applicable, of property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

The City hereby represents that the Outstanding Notes (the Refunded Obligations) were designated or treated as "qualified tax-exempt obligations" pursuant to Section 265(b)(3) of the Code. The City hereby covenants that it will redeem the Refunded Obligations from proceeds of, and within 90 days after issuance of, the Notes, and represents that all other conditions are met for treating the amount of the Notes equal to the face amount thereof as "qualified tax-exempt obligations" and as not to be taken into account under subparagraph (D) of Section 265(b)(3) of the Code, without necessity for further designation, by reason of subparagraph (D)(ii) of Section 265(b)(3) of the Code. The amount of the Notes (such amount being based on the issue price of the Notes as determined under the Code), if any, in excess of the face amount thereof are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code. If there is such excess, the City hereby represents and covenants that it, together with all its subordinate entities or entities that issue obligations on its behalf, or on behalf of which it issues obligations, in or during the calendar year in which the Notes are issued, (i) have not issued and will not issue tax-exempt obligations designated as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code, including the aforesaid amount of the Notes, in an aggregate amount in excess of \$10,000,000, and (ii) have not issued, do not reasonably anticipate issuing, and will not issue, tax-exempt obligations (including the aforesaid amount of the Notes, but excluding obligations that are private activity bonds as defined in Section 141 of the Code (other than private activity bonds that are "qualified 501(c)(3) bonds," as defined in Section 145 of the Code) and excluding refunding obligations that are not advance refunding obligations as defined in Section 149(d)(5) of the Code to the extent that the amount of such refunding obligations does not exceed the outstanding amount of the obligations that they refund) in an aggregate amount exceeding \$10,000,000, unless the City first obtains a written opinion of nationally recognized bond counsel that such designation or issuance, as applicable, will not adversely affect the status of the Notes as "qualified tax-exempt obligations". Further, the City represents and covenants that, during any time or in any manner as might affect the status of the Notes as "qualified tax-exempt obligations", it has not formed or participated in the formation of, or benefited from or availed itself of, any entity in order to avoid the purposes of subparagraph (C) or (D) of Section 265(b)(3) of the Code, and will not form, participate in the formation of, or benefit from or avail itself of, any such entity. The City

further represents that the Notes are not being issued as part of a direct or indirect composite issue that combines issues or lots of tax-exempt obligations of different issuers.

The Director of Finance, as the fiscal officer, or any other officer of the City having responsibility for issuance of the Notes is hereby authorized (a) to make or effect any election, selection, designation, choice, consent, approval, or waiver on behalf of the City with respect to the Notes as the City is permitted to or required to make or give under the federal income tax laws, including, without limitation thereto, any of the elections provided for in Section 148(f)(4)(C) of the Code or available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Notes or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments or penalties, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments, as determined by that officer, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the City, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Notes, and (c) to give one or more appropriate certificates of the City, for inclusion in the transcript of proceedings for the Notes, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Notes, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Notes.

Each covenant made in this section with respect to the Notes is also made with respect to all issues any portion of the debt service on which is paid from proceeds of the Notes (and, if different, the original issue and any refunding issues in a series of refundings), to the extent such compliance is necessary to assure exclusion of interest on the Notes from gross income for federal income tax purposes, and the officers identified above are authorized to take actions with respect to those issues as they are authorized in this section to take with respect to the Notes.

Section 11. In connection with the issuance of the Notes, the legal services of Squire Patton Boggs (US) LLP, as bond counsel, are retained pursuant to an engagement letter which has been delivered to the City by that firm. That engagement letter, and the execution thereof by the Mayor, the Director of Finance, the Director of Law, or any one of them, are hereby authorized, ratified and approved. In rendering those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of this City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, any county, municipality or other political subdivision, or of this City, or the execution of public trusts.

Section 12. The Clerk of Council is directed to deliver a certified copy of this ordinance to the Cuyahoga County Fiscal Officer.

Section 13. This Council determines that all acts and conditions necessary to be done or performed by the City or to have been met precedent to and in the issuing of the Notes in order to

make them legal, valid and binding general obligations of the City have been performed and have been met, or will at the time of delivery of the Notes have been performed and have been met, in regular and due form as required by law; that the full faith and credit and general property taxing power (as described in Section 9) of the City are pledged for the timely payment of the debt charges on the Notes; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Notes.

Section 14. This Council finds and determines that all formal actions of this Council concerning and relating to the passage of this ordinance were taken in an open meeting of this Council and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 15. This ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City, and for the further reason that this ordinance is required to be immediately effective in order to issue and sell the Notes, which is necessary to enable the City to timely retire the Outstanding Note and thereby preserve its credit; wherefore, this ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor, provided it receives the affirmative vote of at least five members of the Council, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

 President of Council

Approved: _____
 Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
 Clerk of Council

ORD. No. 2015-173 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

**FISCAL OFFICER'S CERTIFICATE
(2013 Street Improvement)**

To the Council of the City of Strongsville, Ohio:

As fiscal officer of the City of Strongsville, Ohio, I certify in connection with your proposed issue of \$1,000,000 notes (the Notes) to be issued in anticipation of the issuance of bonds (the Bonds) for the purpose of improving streets as designated in plans approved or to be approved by Council by, where necessary as set forth in such plans, reconstructing pavement, curbs, curb ramps, catch basins and driveway aprons, adjusting manhole castings and water valve boxes, resurfacing, and otherwise improving the same (the 2013 Street Program) (the improvement), that:

1. The estimated life or period of usefulness of the improvement is at least five years.
2. The estimated maximum maturity of the Bonds, calculated in accordance with Section 133.20 of the Revised Code, is at least fifteen years. If notes in anticipation of the Bonds are outstanding later than the last day of December of the fifth year following the year of issuance of the original issue of notes, the period in excess of those five years shall be deducted from that maximum maturity of the Bonds.
3. The maximum maturity of the Notes is October 22, 2033, which is twenty years from the date of the original note issued for the improvement.

Dated: September 8, 2015

Director of Finance
City of Strongsville, Ohio


**FISCAL OFFICER'S CERTIFICATE
(2015 Street Improvement)**

To the Council of the City of Strongsville, Ohio:

As fiscal officer of the City of Strongsville, Ohio, I certify in connection with your proposed issue of \$800,000 notes (the Notes) to be issued in anticipation of the issuance of bonds (the Bonds) for the purpose of improving streets as designated in plans approved or to be approved by Council by, where necessary as set forth in such plans, reconstructing pavement, curbs, curb ramps, catch basins and driveway aprons, adjusting manhole castings and water valve boxes, resurfacing, and otherwise improving the same (2015 Street Program) (the improvement), that:

1. The estimated life or period of usefulness of the improvement is at least five years.
2. The estimated maximum maturity of the Bonds, calculated in accordance with Section 133.20 of the Revised Code, is at least fifteen years. If notes in anticipation of the Bonds are outstanding later than the last day of December of the fifth year following the year of issuance of the original issue of notes, the period in excess of those five years shall be deducted from that maximum maturity of the Bonds.
3. The maximum maturity of the Notes is twenty years from the date of the original note issued for the improvement.

Dated: September 8, 2015



Director of Finance
City of Strongsville, Ohio

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2015-174

BY: Mayor Perciak and All Members of Council

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF \$800,000 NOTES, IN ANTICIPATION OF THE ISSUANCE OF BONDS, FOR THE PURPOSE OF IMPROVING STREETS AS DESIGNATED IN PLANS APPROVED OR TO BE APPROVED BY COUNCIL BY, WHERE NECESSARY AS SET FORTH IN SUCH PLANS, RECONSTRUCTING PAVEMENT, CURBS, CURB RAMPS, CATCH BASINS AND DRIVEWAY APRONS, ADJUSTING MANHOLE CASTINGS AND WATER VALVE BOXES, RESURFACING, AND OTHERWISE IMPROVING THE SAME (2015 STREET PROGRAM), AND DECLARING AN EMERGENCY.

WHEREAS, the City has undertaken a street improvement program and has determined to finance that program through the issuance of general obligation debt as described below, with the expectation that the debt charges thereon would be paid annually from various sources available to the City, including, but not limited to, portions of the estate tax, motor vehicle registration fees and any lawfully available moneys in the TIF Funds (as defined in Ordinance 2009-215 passed November 2, 2009); and

WHEREAS, the Director of Finance, as fiscal officer of this City, has certified to this Council that the estimated life or period of usefulness of the improvement described in Section 1 is at least five years, the estimated maximum maturity of the bonds described in Section 1 is at least fifteen years, and the maximum maturity of the notes described in Section 3, to be issued in anticipation of the bonds, is twenty years;

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

Section 1. It is necessary to issue bonds of this City in the aggregate principal amount of \$800,000 (the Bonds) for the purpose of improving streets as designated in plans approved or to be approved by Council by, where necessary as set forth in such plans, reconstructing pavement, curbs, curb ramps, catch basins and driveway aprons, adjusting manhole castings and water valve boxes, resurfacing, and otherwise improving the same (2015 Street Program).

Section 2. The Bonds shall be dated approximately October 1, 2016, shall bear interest at the now estimated rate of 6.0% per year, payable on June 1 and December 1 of each year, commencing December 1, 2016, until the principal amount is paid, and are estimated to mature in fifteen annual principal installments that are substantially equal. The first principal installment is estimated to be made on December 1, 2017.

Section 3. It is necessary to issue and this Council determines that notes in the aggregate principal amount of \$800,000 (the Notes) shall be issued in anticipation of the issuance of the Bonds. The Notes shall bear interest at a rate or rates not to exceed 6.0% per year (computed on the basis of a 360-day year consisting of twelve 30-day months), payable at maturity and until the principal amount is paid or payment is provided for. The rate or rates of interest on the Notes shall be determined by the Director of Finance in the certificate awarding the Notes in accordance with Section 6 (the Certificate of Award). The Notes shall be dated the date of issuance and shall mature not earlier than six months from the date of issuance nor later than one year from the date of issuance, as determined by the Director of Finance in the Certificate of Award.

Section 4. The debt charges on the Notes shall be payable in Federal Reserve funds of the United States of America, without deduction for services of the City's paying agent, at the principal corporate trust office of The Huntington National Bank, Columbus, Ohio, or at the office of a bank or trust company designated by the Director of Finance in the Certificate of Award after determining that the payment at that bank or trust company will not endanger the funds or securities of the City and that proper procedures and safeguards are available for that purpose, or at the office of the Director of Finance if agreed to by the Director of Finance and the original purchaser.

Section 5. The Notes shall be signed by the Mayor and Director of Finance, in the name of the City and in their official capacities, provided that one of those signatures may be a facsimile. The Notes shall be issued in the denominations and numbers as requested by the original purchaser and approved by the Director of Finance, provided that the entire principal amount may be represented by a single note. The entire principal amount may be represented by a single note and may be issued as fully registered securities (for which the Director of Finance will serve as note registrar) and in book entry or other uncertificated form in accordance with Section 9.96 and Chapter 133 of the Revised Code if it is determined by the Director of Finance that issuance of fully registered securities in that form will facilitate the sale and delivery of the Notes. The Notes shall not have coupons attached, shall be numbered as determined by the Director of Finance and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to this ordinance. As used in this section and this ordinance:

"Book entry form" or "book entry system" means a form or system under which (i) the ownership of beneficial interests in the Notes and the principal of, and interest on, the Notes may be transferred only through a book entry, and (ii) a single physical Note certificate is issued by the City and payable only to a Depository or its nominee, with such Notes "immobilized" in the custody of the Depository or its agent for that purpose. The book entry maintained by others than the City is the record that identifies the owners of beneficial interests in the Notes and that principal and interest.

"Depository" means any securities depository that is a clearing agency under federal law operating and maintaining, with its Participants or otherwise, a book entry system to record ownership of beneficial interests in the Notes or the principal of, and interest on, the Notes and to effect transfers of the Notes, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

"Participant" means any participant contracting with a Depository under a book entry system and includes security brokers and dealers, banks and trust companies, and clearing corporations.

The Notes may be issued to a Depository for use in a book entry system and, if and as long as a book entry system is utilized, (i) the Notes may be issued in the form of a single Note made payable to the Depository or its nominee and immobilized in the custody of the Depository or its agent for that purpose; (ii) the beneficial owners in book entry form shall have no right to receive the Notes in the form of physical securities or certificates; (iii) ownership of beneficial interests in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (iv) the Notes as such shall not be

transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the City.

If any Depository determines not to continue to act as a Depository for the Notes for use in a book entry system, the Director of Finance may attempt to establish a securities depository/book entry relationship with another qualified Depository. If the Director of Finance does not or is unable to do so, the Director of Finance, after making provision for notification of the beneficial owners by the then Depository and any other arrangements deemed necessary, shall permit withdrawal of the Notes from the Depository, and shall cause the Notes in bearer or payable form to be signed by the officers authorized to sign the Notes and delivered to the assigns of the Depository or its nominee, all at the cost and expense (including any costs of printing), if the event is not the result of City action or inaction, of those persons requesting such issuance.

The Director of Finance is also hereby authorized and directed, to the extent necessary or required, to enter into any agreements determined necessary in connection with the book entry system for the Notes, including the execution of a Blanket Issuer Letter of Representations in the form utilized by The Depository Trust Company.

Section 6. The Notes shall be sold at not less than 97% of par at private sale by the Director of Finance in accordance with law and the provisions of this ordinance. The Director of Finance shall, in accordance with that officer's determination of the best interests of and financial advantages to the City and its taxpayers and based on conditions then existing in the financial markets, consistently with the provisions of Section 3, establish the interest rates to be borne by the Notes and their maturity, sign the Certificate of Award referred to in Section 3 evidencing that sale, cause the Notes to be prepared, and have the Notes signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Notes if requested by the original purchaser, to the original purchaser upon payment of the purchase price. The Mayor, the Director of Finance, the Director of Law, the Clerk of Council (including within the meaning of each such office for purposes of this ordinance any person serving in an interim or acting capacity with respect to such office), and other City officials, as appropriate, are each authorized and directed to sign any transcript certificates, financial statements and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this ordinance. The Director of Finance is authorized, if it is determined to be in the best interest of the City, to combine the issue of Notes with one or more other note issues of the City into a consolidated note issue pursuant to Section 133.30(B) of the Revised Code, provided that no denomination of that combined issue shall be less than \$100,000.

The Director of Finance, if he determines it to be in the best interest of and financial advantages to the City, is hereby authorized to retain the financial advisory services of a person or entity in connection with the sale and issuance of the Notes. In rendering those financial advisory services, as an independent contractor and in a financial advisor-client relationship, that person or entity shall not exercise any administrative discretion on behalf of this City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, any county, municipality or other political subdivision, or of this City, or the execution of public trusts.

Section 7. The proceeds from the sale of the Notes, except any premium and accrued interest, shall be paid into the proper fund or funds and those proceeds are appropriated and shall be

CITY OF STRONGSVILLE, OHIO

Ordinance No. 2015- 174

Page 4

used for the purpose for which the Notes are being issued. Any portion of those proceeds representing premium and accrued interest shall be paid into the Bond Retirement Fund.

Section 8. The par value to be received from the sale of the Bonds or of any renewal notes and any excess funds resulting from the issuance of the Notes shall, to the extent necessary, be used to pay the debt charges on the Notes at maturity and are pledged for that purpose.

Section 9. During the year or years in which the Notes are outstanding, there shall be levied on all the taxable property in the City, in addition to all other taxes, the same tax that would have been levied if the Bonds had been issued without the prior issuance of the Notes. The tax shall be within the ten-mill limitation imposed by law, shall be and is ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner, and at the same time that taxes for general purposes for each of those years are certified, levied, extended and collected, and shall be placed before and in preference to all other items and for the full amount thereof. The proceeds of the tax levy shall be placed in the Bond Retirement Fund, which is irrevocably pledged for the payment of the debt charges on the Notes or the Bonds when and as the same fall due. In each year to the extent moneys are available from the estate tax, motor vehicle registration fees and the TIF Funds and appropriated for the payment of the debt charges on the Notes or the Bonds, the amount of that tax shall be reduced by the amount of such moneys so available or appropriated. Nothing in this section in any way diminishes the irrevocable pledge of the full faith and credit and general property taxing power of the City to the prompt payment of the debt charges on the Notes or the Bonds.

Section 10. The City covenants that it will use, and will restrict the use and investment of, the proceeds of the Notes in such manner and to such extent as may be necessary so that (a) the Notes will not (i) constitute private activity bonds, arbitrage bonds or hedge bonds under Sections 141, 148 or 149 of the Internal Revenue Code of 1986, as amended (the Code) or (ii) be treated other than as bonds to which Section 103(a) of the Code applies, and (b) the interest on the Notes will not be an item of tax preference under Section 57 of the Code.

The City further covenants that (a) it will take or cause to be taken such actions that may be required of it for the interest on the Notes to be and remain excluded from gross income for federal income tax purposes, (b) it will not take or authorize to be taken any actions that would adversely affect that exclusion, and (c) it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Notes to the governmental purpose of the borrowing, (ii) restrict the yield on investment property, (iii) make timely and adequate payments to the federal government, (iv) maintain books and records and make calculations and reports and (v) refrain from certain uses of those proceeds, and, as applicable, of property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

The Notes are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code. In that connection, the City hereby represents and covenants that it, together with all its subordinate entities or entities that issue obligations on its behalf, or on behalf of which it issues obligations, in or during the calendar year in which the Notes are issued, (i) have not issued and will not issue tax-exempt obligations designated as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code, including the Notes, in an aggregate amount in excess of \$10,000,000, and (ii) have not issued, do not reasonably anticipate issuing, and will not issue, tax-exempt obligations (including the Notes, but excluding obligations, other than qualified

501(c)(3) bonds as defined in Section 145 of the Code, that are private activity bonds as defined in Section 141 of the Code and excluding refunding obligations that are not advance refunding obligations as defined in Section 149(d)(5) of the Code) in an aggregate amount exceeding \$10,000,000, unless the City first obtains a written opinion of nationally recognized bond counsel that such designation or issuance, as applicable, will not adversely affect the status of the Notes as "qualified tax-exempt obligations." Further, the City represents and covenants that, during any time or in any manner as might affect the status of the Notes as "qualified tax-exempt obligations", it has not formed or participated in the formation of, or benefited from or availed itself of, any entity in order to avoid the purposes of subparagraph (C) or (D) of Section 265(b)(3) of the Code, and will not form, participate in the formation of, or benefit from or avail itself of, any such entity. The City further represents that the Notes are not being issued as part of a direct or indirect composite issue that combines issues or lots of tax-exempt obligations of different issuers.

The Director of Finance, as the fiscal officer, or any other officer of the City having responsibility for issuance of the Notes is hereby authorized (a) to make or effect any election, selection, designation, choice, consent, approval, or waiver on behalf of the City with respect to the Notes as the City is permitted to or required to make or give under the federal income tax laws, including, without limitation thereto, any of the elections provided for in Section 148(f)(4)(C) of the Code or available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Notes or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments or penalties, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments, as determined by that officer, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the City, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Notes, and (c) to give one or more appropriate certificates of the City, for inclusion in the transcript of proceedings for the Notes, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Notes, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Notes.

Section 11. In connection with the issuance of the Notes, the legal services of Squire Patton Boggs (US) LLP, as bond counsel, are retained pursuant to an engagement letter which has been delivered to the City by that firm. That engagement letter, and the execution thereof by the Mayor, the Director of Finance, the Director of Law, or any one of them, are hereby authorized, ratified and approved. In rendering those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of this City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, any county, municipality or other political subdivision, or of this City, or the execution of public trusts.

Section 12. The Clerk of Council is directed to deliver a certified copy of this ordinance to the Cuyahoga County Fiscal Officer.

Section 13. This Council determines that all acts and conditions necessary to be done or performed by the City or to have been met precedent to and in the issuing of the Notes in order to

make them legal, valid and binding general obligations of the City have been performed and have been met, or will at the time of delivery of the Notes have been performed and have been met, in regular and due form as required by law; that the full faith and credit and general property taxing power (as described in Section 9) of the City are pledged for the timely payment of the debt charges on the Notes; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Notes.

Section 14. This Council finds and determines that all formal actions of this Council concerning and relating to the passage of this ordinance were taken in an open meeting of this Council and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 15. This ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City, and for the further reason that this ordinance is required to be immediately effective in order to issue and sell the Notes, which is necessary to enable the City to timely enter into contracts for that improvement, which is needed to eliminate potential hazards to the traveling public; wherefore, this ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor, provided it receives the affirmative vote of at least five members of the Council, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

_____ 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. 2015-174. Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

**FISCAL OFFICER'S CERTIFICATE
(2015 Street Improvement)**

To the Council of the City of Strongsville, Ohio:

As fiscal officer of the City of Strongsville, Ohio, I certify in connection with your proposed issue of \$1,000,000 notes (the Notes) to be issued in anticipation of the issuance of bonds (the Bonds) for the purpose of improving streets as designated in plans approved or to be approved by Council by, where necessary as set forth in such plans, reconstructing pavement, curbs, curb ramps, catch basins and driveway aprons, adjusting manhole castings and water valve boxes, resurfacing, and otherwise improving the same (2015 Street Program) (the improvement), that:

1. The estimated life or period of usefulness of the improvement is at least five years.
2. The estimated maximum maturity of the Bonds, calculated in accordance with Section 133.20 of the Revised Code, is at least fifteen years. If notes in anticipation of the Bonds are outstanding later than the last day of December of the fifth year following the year of issuance of the original issue of notes, the period in excess of those five years shall be deducted from that maximum maturity of the Bonds.
3. The maximum maturity of the Notes is twenty years from the date of the original note issued for the improvement.

Dated: September 8, 2015

Director of Finance
City of Strongsville, Ohio

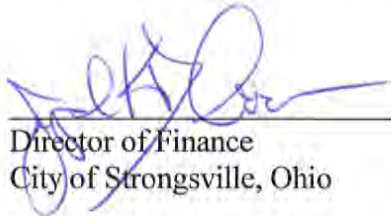
**FISCAL OFFICER'S CERTIFICATE
(2015 Street Improvement)**

To the Council of the City of Strongsville, Ohio:

As fiscal officer of the City of Strongsville, Ohio, I certify in connection with your proposed issue of \$800,000 notes (the Notes) to be issued in anticipation of the issuance of bonds (the Bonds) for the purpose of improving streets as designated in plans approved or to be approved by Council by, where necessary as set forth in such plans, reconstructing pavement, curbs, curb ramps, catch basins and driveway aprons, adjusting manhole castings and water valve boxes, resurfacing, and otherwise improving the same (2015 Street Program) (the improvement), that:

1. The estimated life or period of usefulness of the improvement is at least five years.
2. The estimated maximum maturity of the Bonds, calculated in accordance with Section 133.20 of the Revised Code, is at least fifteen years. If notes in anticipation of the Bonds are outstanding later than the last day of December of the fifth year following the year of issuance of the original issue of notes, the period in excess of those five years shall be deducted from that maximum maturity of the Bonds.
3. The maximum maturity of the Notes is twenty years from the date of the original note issued for the improvement.

Dated: September 8, 2015



Director of Finance
City of Strongsville, Ohio

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2015 – 175

By: Mayor Perciak and Mr. DeMio

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR EMERGENCY REPAIRS TO THE HVAC BOILER SYSTEM AT THE CITY'S POLICE DEPARTMENT HEADQUARTERS BUILDING ON ROYALTON ROAD, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.

WHEREAS, certain piping in the HVAC boiler system at the City's Police Department headquarters building on Royalton Road is in need of emergency repair; and;

WHEREAS, it accordingly is immediately necessary to contract with an existing qualified and readily available local vendor already providing HVAC services to various City Departments, and is able to provide the proper equipment, appurtenances and installation on an expedited basis and at the most advantageous price.

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

Section 1. That this Council finds and determines, as set out in Article V, §5 of the Charter, that there is an immediate and present emergency in the operation of the Police Department of the City of Strongsville, in that it is immediately necessary to enter into a contract, without public bidding, with **THE K COMPANY, INC.**, for the purchase, replacement and installation of certain piping and appurtenances in the HVAC boiler system at the City's Police Department headquarters building, in order to maintain the continued and efficient operation of the City's Police Department, and for the benefit of the public health, safety and welfare.

Section 2. That, for the reasons aforesaid, this Council hereby approves and authorizes the Mayor to enter into a contract with **THE K COMPANY, INC.**, without public bidding, in a total amount not to exceed \$2,950.00 for the purchase, replacement and installation of certain piping and appurtenances in the HVAC boiler system at the City's Police Department headquarters building, as more fully set forth in the proposal attached hereto as Exhibit A, incorporated herein by reference, and as reflected in a contract to be in a form approved by the Law Director.

Section 3. That the funds for the purpose of the aforesaid expenditure have been appropriated and shall be paid from the General Fund.

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

Section 5. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare, and for the further reason that it is immediately necessary to enter into said contract in order to maintain continuity and efficient operation of the City's Police Department headquarters building, to repair and protect City-owned property, and to conserve public funds. Therefore, provided this Ordinance receives the unanimous vote of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor.

 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. 2015-175 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

PROPOSAL



Service Not Excuses

To:
STRONGSVILLE POLICE DEPARTMENT
18688 ROYALTON ROAD
STRONGSVILLE, OH 44136

Job Name/Location:
STRONGSVILLE POLICE-PIPING-VALVES
18688 ROYALTON ROAD
Mike or Alan
STRONGSVILLE, OH 44136

Date 08/06/15
Customer # STROPD

Proposal # V21359S
Page # 1

Attn: Mike and Alan

During a recent service call for the boiler loop dripping water, our technician found that the joint in the copper piping was leaking. The Technician will replace the 90 degree elbow, ball valves and add two shut off valves. Also, the boiler loop will need the water drained into 55 gallon drums, then add the same water back in the loop because of the glycol in the system.

Pricing includes all parts and labor to complete the job as specified above. Does not include service call charges. To approve, please sign and fax to: 330-773-2962 or email to: sharonhaydu@thekcompany.com

Thank you,

We Propose to furnish material and labor in accordance with the above specifications, for the sum of:

**TWO THOUSAND NINE HUNDRED FIFTY DOLLARS AND 0.0 CENT(S)

2,950.00 Dollars

Payment To Be Made As Follows:
NET 30 DAYS

This proposal is good for: 30 Days

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date Of Acceptance _____

Print Name _____

Equal Opportunity Employer
2234 S. Arlington Rd Akron, OH 44319 330-773-5125 330-452-2292

EXHIBIT A

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2015 – 176

By: Mayor Perciak and All Members of Council

A RESOLUTION ACCEPTING THE DONATION OF \$4,000.00 FROM WAL-MART STORES, INC. THROUGH ITS COMMUNITY GRANT PROGRAM, TO THE CITY OF STRONGSVILLE FIRE AND POLICE DEPARTMENTS FOR THE PURCHASE OF FIRE SAFETY MATERIALS AND EQUIPMENT FOR USE BY THE SAFETY TOWN PROGRAM.

WHEREAS, the City of Strongsville Safety Forces are committed to helping keep the City's residents safe and informed by providing information and offering educational materials and programs to the community; and

WHEREAS, Wal-Mart Stores, Inc. (and the Walmart Foundation) through their Community Grant Program are desirous of donating \$2,000.00 each to the City's Fire and Police Departments for the purchase of fire safety materials to support the community CPR program, and also for audio/video equipment to be utilized by the Police Department's Safety Town Program; and

WHEREAS, the City is desirous of accepting such generous donations, subject to the terms and conditions of Wal-Mart's Grant Agreement.

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

Section 1. That this Council hereby graciously accepts from Wal-Mart Stores, Inc. and the Walmart Foundation, and expresses its appreciation for, the donations of \$2,000.00 each to the Fire and Police Departments in order to purchase fire safety materials and audio/video equipment for the Safety Town Program, subject to the terms and conditions of the Grant Agreement.

Section 2. That the grant fund donations will be placed into the City's Fire Levy Fund and General Fund for appropriation for the above-referenced purchases.

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 immediately upon its passage and approval by the Mayor.

CITY OF STRONGSVILLE, OHIO
RESOLUTION NO. 2015 - 176
Page 2

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
Clerk of Council

Res.
ORD. No. 2015-176 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2015 – 177

By: Mayor Perciak and All Members of Council

A RESOLUTION ACCEPTING TWO DONATIONS OF \$1,000.00 EACH FROM SWAGELOK COMPANY TO THE CITY OF STRONGSVILLE TO BE USED FOR EDUCATION AND TRAINING FOR THE STRONGSVILLE POLICE AND FIRE DEPARTMENTS.

WHEREAS, the City of Strongsville Police and Fire Departments are in need of funds for ongoing education and training purposes; and

WHEREAS, Swagelok Company is desirous of donating to the City \$1,000.00 for use by the Strongsville Police Department for education and training, and \$1,000.00 for use by the Strongsville Fire Department for fire prevention education and training; and

WHEREAS, the City is desirous of accepting such generous donations which have been forwarded to the City.

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

Section 1. That this Council hereby graciously accepts from the Swagelok Company, and expresses its appreciation, for the two donations of \$1,000.00 each to be used for education and training for the Strongsville Police and Fire Departments.

Section 2. 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 3. 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: _____

CITY OF STRONGSVILLE, OHIO
RESOLUTION NO. 2015 - 177
Page 2

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

Attest: _____
Clerk of Council

Res.
ORD. No. 2015-177. Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

Swagelok

RECEIVED

JUL 17 2015

CITY OF STRONGSVILLE
MAYOR'S OFFICE

Swagelok Company
29500 Solon Road
Solon, Ohio 44139-3492

440 248 4600
440 914 3079 fax
www.swagelok.com

July 14, 2015

Mayor Thomas P. Perciak
City of Strongsville
16099 Foltz Parkway
Strongsville, OH 44149-5598

Re: Charitable Contributions

In appreciation of the City's services and safety forces, we are pleased to present you with three checks for the City, Police and Fire departments.

Gift to the City

- ① We understand that the City's Fourth of July fireworks celebration is something enjoyed by all in your community. For the enclosed check in the amount of \$1,000 we request that you use this donation in support of the City's Fourth of July celebration.

Gift to the Police Department

- ✓ ② We request that you inform Chief Kobak of our \$1,000 check and our intention that he determines the best use of this contribution.

Gift to the Fire Department

- ✓ ③ We request that you inform Chief Draves of our \$1,000 check and our intention that he determines the best use of this contribution.

Please keep in mind that every year the company reviews its budget and makes difficult choices as to which organizations to support. Current year contributions are not necessarily indicative of future years.

Sincerely,



Douglas S. Spicer
Treasurer and Trustee
The Swagelok Foundation

/mp
Encl.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2015 – 178

By: Mayor Perciak and Mr. DeMio

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO AN AGREEMENT WITH PHYSIO-CONTROL, INC. FOR THE INSPECTION, SUPPORT AND SERVICING OF CERTAIN FIRE DEPARTMENT LIFE-SAVING EQUIPMENT, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.

WHEREAS, the mission of the City of Strongsville Fire and Emergency Services is to protect the lives, property and environment of the people who live, work and travel in Strongsville, with the utmost dedication and commitment to the safety of its residents and businesses; and

WHEREAS, the City of Strongsville Fire and Emergency Services had previously entered into a service agreement with Physio-Control, Inc. for the inspection, support and servicing of certain life-saving equipment such as cardiac monitors/defibrillators, AEDs and LUCAS chest compression devices; and

WHEREAS, Physio-Control, Inc. has consistently provided the City's Fire and Emergency Services with on-site preventative maintenance services, software updates, overall excellent customer service in response to service calls, with prompt replacement of parts and equipment, all of which are included in such service agreement; and

WHEREAS, Physio-Control, Inc. is the unique and sole source provider of such services and equipment, and they do not authorize or train third parties to service their products, and therefore, it is immediately necessary to enter into a new Technical Service Support Agreement with such firm for a four-year period; and

WHEREAS, the pricing contains discounts and is fair and reasonable.

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

Section 1. That this Council finds and determines, as set out in Article V, §5 of the Charter, that there is an immediate and present emergency in the operation of the City of Strongsville Fire and Emergency Services Department, in that it is immediately necessary to enter into an agreement, without public bidding, with **PHYSIO-CONTROL, INC.**, in order for the City's Fire and Emergency Services Department to continue to utilize Physio-Control, Inc. and its specialized and various unique inspection, support and servicing of certain life-saving equipment, in order to protect the health, safety, welfare and property of individuals traversing through and living within the City.

Section 2. That for the reasons aforesaid, Council hereby authorizes and directs the Mayor to enter into a new Technical Service Support Agreement, without public bidding, with Physio-Control, Inc., in an amount not to exceed \$63,769.95 for a period of four (4) years, commencing retroactive to September 1, 2015, a copy of which Agreement is attached hereto as Exhibit A, and incorporated herein as if fully rewritten, and in a form satisfactory to the Law Director.

Section 3. That the funds for the purpose of such Agreement have been appropriated for 2015 and shall be paid from the Emergency Vehicle 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, and for the further reason that it is immediately necessary to enter into a renewal of the aforesaid agreement in order for the Strongsville Fire and Emergency Services Department to continue to utilize this unique company for service and support of its life-saving equipment to protect the health, safety, welfare and property of residents and businesses in the City, and to conserve public funds. Therefore, provided this Ordinance receives the unanimous affirmative vote of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor.

 President of Council

Approved: _____
 Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
 Clerk of Council

ORD. No. 2015-178 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

TECHNICAL SERVICE SUPPORT AGREEMENT



Contract Number:

End User # 03109701
STRONGSVILLE FD
17000 PROSPECT RD
STRONGSVILLE, OH 44149

Bill To # 03109701
STRONGSVILLE FD
17000 PROSPECT RD
STRONGSVILLE, OH 44149

This Technical Service Support Agreement begins on 9/1/2015 and expires on 8/31/2019.

The designated Covered Equipment and/or Software is listed on Schedule A. This Technical Service Agreement is subject to the Terms and Conditions on the reverse side of this document and any Schedule B, if attached. If any Data Management Support and Upgrade Service is included on Schedule A then this Technical Service Support Agreement is also subject to Physio-Control's Data Management Support and Upgrade Service Terms and Conditions, rev 7/99-1.

Price of coverage specified on Schedule A is \$63,769.95 per term, payable in Annual installments.

Special Terms

15% DISCOUNT ON ACCESSORIES
15% DISCOUNT ON ALL ELECTRODES
PO Required to book
Agreement must be returned signed by 2/28/16 to maintain 5% discount
Invoice Estimations (tax not included):
9/1/15: \$13,119.00 2/29/16: \$2,244.45 9/1/16: \$16,996.50
9/1/17: \$16,996.50 9/1/18: \$14,413.50

Accepted: Physio-Control, Inc.

Customer: City of Strongsville

By:

By:

Title:

Print: Thomas P. Perciak

Date:

Title: Mayor

Date:

Purchase Order Number:

Territory Rep: EALL53
BRENT RIEMAN
Phone: 800-442-1142 x72557
FAX: 800-772-3340

Customer Contact:
Chief of Police Jack Draves
Phone: 440-580-3210
FAX:

Reference Number: SC-1912
Printed: 8/17/2015

Renewal
Page 1 of 8

Ex. 1

PHYSIO-CONTROL, INC.
TECHNICAL SERVICE SUPPORT AGREEMENT TERMS AND CONDITIONS

Customer's signature on this Agreement or a valid purchase order referencing this Technical Service Support Agreement is required prior to Physio-Control's acceptance and performance of this Agreement. This Agreement covers only the equipment listed on Schedule A ("Covered Equipment"). These terms constitute the complete agreement between the parties and they shall govern over any other documents, including Customer's purchase order. These terms may not be revised in any manner without the prior written consent of Physio-Control.

SERVICES. The Services provided under this Agreement are set forth on Schedule A. Physio-Control strives, but does not guarantee, to return service calls within two (2) hours and to resolve service issues within twenty-four (24) hours. Following Services, Physio-Control will provide Customer with a written report of actions taken or recommended and identification of any materials replaced or recommended for replacement. The following Services are available and further described as they relate to each specific Physio-Control device on Schedule B:

"Repair Plus Service" or *"Repair Only Service"* means repairs, Battery Replacement Service, parts and labor necessary to restore Covered Equipment to original specifications, subject to Exclusions (as set forth below).

"Preventative Maintenance" or *"Inspection Only Service"* means inspection and adjustment to maintain Covered Equipment in satisfactory operating condition. Inspections include tests, measurements, and a thirty-point evaluation of Covered Equipment. Covered Equipment is properly calibrated, mechanical operations are checked and adjusted, if necessary, and output measurements are verified to function properly. Electrical safety checks are also performed in accordance with National Fire Protection Association (NFPA) guidelines. Preventative Maintenance and Inspection Only Service are subject to Exclusions.

"Comprehensive Service" or *"Repair & Inspect Service"* means repairs, Battery Replacement Service, parts and labor necessary to restore Covered Equipment to original specifications, and inspections to verify proper device calibration, mechanical operations and output measurements, electrical safety check in accordance with NFPA guidelines, and Updates (as set forth below), subject to Exclusions.

"Battery Replacement Service" means replacement of batteries on a one-for-one, like-for-like basis, up to the number of batteries and/or devices listed in Schedule A. Only batteries manufactured or distributed by Physio-Control are eligible for replacement. Battery replacement is available upon Customer notification to Physio-Control of the occurrence of: (i) battery failure as determined by Customer's performance testing and evaluation in accordance with the applicable Operating Instructions; or (ii) as recommended in the applicable device's Operating Instructions.

At the discretion of Physio-Control, battery replacement shall be effected by shipment to Customer and replacement by Customer, or by on-site delivery and replacement by a Physio-Control Service Technician. Upon Customer's receipt of a replacement battery, the battery being replaced shall become the property of Physio-Control, and Customer must return the battery being replaced to Physio-Control for proper disposal. In the event that Physio-Control does not receive the battery being replaced, Physio-Control will invoice Customer the then-current rate for the replacement battery.

"On-Site Service" means that a Physio-Control factory-trained technician will provide Services at Customer's location. Services will be performed between 8:00am and 5:00pm local time, Monday through Friday, excluding holidays. Customer is to ensure Covered Equipment is available for Services at scheduled times. Some Services may not be completed On-Site. Physio-Control will cover travel and/or round-trip freight for Covered Equipment that must be sent to our designated facility for repair.

"Ship-In Service" means that Services will be performed at Physio-Control's designated facility. Physio-Control will cover round-trip freight for Covered Equipment that is sent to our designated facility for Services.

If Covered Equipment is not available when Services are scheduled or Customer requests services or goods not covered by this Agreement or outside of designated Services frequency or hours, Physio-Control will charge Customer for such services at 10% off Physio-Control's standard rates (including overtime, if appropriate) and applicable travel costs in addition to the contract price. Repair parts required for such repairs will be made available at 15% off the then-current list price.

EXCLUSIONS. Unless otherwise specified, Services do not include the following Exclusions:

- supply or repair of accessories or disposables
- repair of damage caused by misuse, abuse, abnormal operating conditions, operator errors, acts of God, and use of batteries, electrodes, or other products not distributed by Physio-Control
- case changes
- repair or replacement of items not originally distributed or installed by Physio-Control
- Upgrades, and installation of Upgrades
- battery maintenance, performance testing, evaluation, removal, and recycling

LOANERS. If Covered Equipment must be removed from use to complete Services, Physio-Control will strive to provide Customer with a similar loaner device until the Covered Equipment is returned. Customer assumes complete responsibility for the loaner and shall return the loaner at Customer's expense to Physio-Control in the same condition as received, upon the earlier of the return of the

removed Covered Equipment or Physio-Control's request.

UPDATES. "Update" means a change to a device to enhance its current features, stability, or software. If Comprehensive Service or Repair & Inspect Service is designated for Covered Equipment on Schedule A, Physio-Control will install Updates at no additional cost, provided such Updates are installed at the time of regularly scheduled Services. Updates installed on Covered Equipment designated on Schedule A as Repair Plus Service, Repair Only Service, Preventative Maintenance Service, Inspection Only Service, or at a time other than regularly scheduled Comprehensive Service or Repair & Inspect Service, will be billed on a separate invoice at 20% off the then-current list price of the Update. For all Service plans, if parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price.

UPGRADES. "Upgrade" means a major, standalone version of software or the addition of features or capabilities to a device. For all Service plans, Upgrades must be purchased separately and are not provided under this Agreement. Upgrades are available at a rate of 17% off the then-current list price.

PRICING. Pricing is set forth on the first page of this Agreement, on the Quote for Services, and/or on the Invoice for the Services purchased. Prices do not include taxes. Sales, service or use taxes will be invoiced in addition to the price of the goods and Services covered by this Agreement unless Physio-Control receives a copy of a valid exemption certificate. If the number or configuration of Covered Equipment changes during the Term, pricing shall be pro-rated accordingly. For Preventative Maintenance Service, Inspection Only Service, Comprehensive Service, and Repair & Inspect Service, no pricing deduction will be made for removal of Covered Equipment if preventative maintenance and inspection have already been performed during the Term and no further preventative maintenance and inspection are scheduled to occur. Discounts may not be combined with other special terms, discounts, and/or promotions.

PAYMENT. Payment is due within thirty (30) days of invoice date.

WARRANTY. Physio-Control warrants Services performed under this Agreement and repair/replacement parts provided in performing such Services against defects in material and workmanship for ninety (90) days from the date Services were performed or a repair/replacement part was provided. Customer's sole remedy shall be reservicing the affected Covered Equipment and/or replacement of any part determined to be defective, without additional charge, provided Customer notifies Physio-Control of any allegedly defective condition within ten (10) calendar days of its discovery by Customer. Physio-Control makes no other warranties, express or implied, including, without limitation, **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO-CONTROL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR OTHER DAMAGES.**

TERM. The Term of this Agreement is set forth on the first page of this document, or in the Quote and/or Invoice for the Services purchased. ~~This Agreement shall automatically renew unless terminated by either party with written notice thirty (30) days prior to the expiration of the then-current Term.~~ Prices are subject to change upon renewal.

TPP

TERMINATION. Either party may terminate this Agreement for material breach by the other party by providing thirty (30) days' written notice to the other party, and provided such breach is not cured within the notice period. In addition, either party may terminate this Agreement at any time upon sixty (60) days' prior written notice to the other party. In the event of such early termination by Customer, Customer shall be responsible for the portion of the designated price which corresponds to the portion of the Term prior to the effective date of termination and the list-price cost of any preventative maintenance, inspections, or repairs rendered during the Term.

Physio-
Control

DELAYS. Physio-Control will not be liable for any loss or damage of any kind due to its failure to perform or delays in its performance resulting from any cause beyond its reasonable control, including, but not limited to, acts of God, labor disputes, labor shortages, the requirements of any governmental authority, war, civil unrest, delays in manufacture, obtaining any required license or permit, and Physio-Control's inability to obtain goods from its usual sources. Any such delay shall not be considered a breach of Physio-Control's obligations and the performance dates shall be extended for the length of such delay.

DEVICE INSPECTION BEFORE ACCEPTANCE. Any device that is not covered by either a Physio-Control Limited Warranty or a current Physio-Control Technical Service Support Agreement must be inspected and repaired (if necessary) to meet original specifications at customer's cost at the then-current list prices prior to being covered under a Technical Service Support Agreement. Physio-Control reserves the right to refuse to support any device that has been remanufactured by a company other than Physio-Control.

MISCELLANEOUS. (a) During the Term of this Agreement and for one (1) year following its expiration, without Physio-Control's prior written consent, Customer agrees to not to solicit or offer employment to anyone who is employed by Physio-Control to provide Services such as those described in this Agreement; (b) this Agreement, and any related obligation of other party, may not be assigned in whole or in part without the prior written consent of the other party; (c) this Agreement shall be governed by the laws of the State in which the Services are provided; (d) all costs and expenses incurred by the prevailing party related to the enforcement of its rights under this Agreement, including reasonable attorney's fees, shall be reimbursed by the other party.

PHYSIO-CONTROL, INC.
TECHNICAL SERVICE SUPPORT AGREEMENT
SCHEDULE A

Contract Number:

Servicing Rep: BRENT RIEMAN, EALL53
 District: CENTRAL
 Phone: 800-442-1142 x72557
 FAX: 800-772-3340

Equipment Location: STRONGSVILLE FD, 03109701
 17000 PROSPECT RD
 STRONGSVILLE, OH 44149

Scope Of Service On Site Comprehensive Coverage

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
LIFEPAK® 15	V15-2-000061	38988264	1	9/1/2015	8/31/2019	4
LIFEPAK® 15	V15-2-000061	38996384	2	9/1/2015	8/31/2019	4
LIFEPAK® 15	V15-2-000061	38996393	3	9/1/2015	8/31/2019	4
LIFEPAK® 15	V15-2-000061	38996399	4	9/1/2015	8/31/2019	4
LIFEPAK® 15	V15-2-000061	38996402	5	9/1/2015	8/31/2019	4
LIFEPAK® 15	V15-2-000061	38996406	6	9/1/2015	8/31/2019	4
LIFEPAK® 15	V15-2-000061	38996407	7	9/1/2015	8/31/2019	4
LUCAS US	3302430-144	3015B444	26	2/29/2016	8/31/2019	3
LUCAS US	3302430-144	3015B445	27	2/29/2016	8/31/2019	3
LUCAS US	3302430-144	3015B446	28	2/29/2016	8/31/2019	3

Scope Of Service On Site Preventative Maintenance w Lithium Battery

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
LIFEPAK® 500	3011790-000113	13466638	8	9/1/2015	8/31/2016	1
LIFEPAK® 500	3011790-000113	13466639	9	9/1/2015	8/31/2016	1
LIFEPAK® 500	3011790-000113	13466640	10	9/1/2015	8/31/2016	1
LIFEPAK® 500	3011790-000113	13466641	11	9/1/2015	8/31/2016	1
LIFEPAK® 500	3011790-000113	13466671	12	9/1/2015	8/31/2016	1
LIFEPAK® 500	3011790-000113	13795386	13	9/1/2015	8/31/2016	1
LIFEPAK® 500	3011790-000113	13799168	14	9/1/2015	8/31/2016	1
LIFEPAK® 500	3011790-000113	13799605	15	9/1/2015	8/31/2016	1
LIFEPAK® 500	3011790-001129	30633980	16	9/1/2015	8/31/2016	1

Scope Of Service On Site Preventative Maintenance with No Batteries

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
LIFEPAK® 500	3011790-000113	13795386	17	9/1/2016	8/31/2018	2
LIFEPAK® 500	3011790-000113	13466638	18	9/1/2016	8/31/2018	2
LIFEPAK® 500	3011790-000113	13466639	19	9/1/2016	8/31/2018	2

Reference Number: SC-1912

Printed: 8/17/2015

Renewal

Page 4 of 8

LIFEPAK® 500	3011790-000113	13466640	20	9/1/2016	8/31/2018	2
LIFEPAK® 500	3011790-000113	13466641	21	9/1/2016	8/31/2018	2
LIFEPAK® 500	3011790-000113	13466671	22	9/1/2016	8/31/2018	2
LIFEPAK® 500	3011790-000113	13799168	23	9/1/2016	8/31/2018	2
LIFEPAK® 500	3011790-000113	13799605	24	9/1/2016	8/31/2018	2
LIFEPAK® 500	3011790-001129	30633980	25	9/1/2016	8/31/2018	2

** Denotes an inventory line that has changed since the last contract revision or addendum.

PHYSIO-CONTROL, INC.
TECHNICAL SERVICE SUPPORT AGREEMENT
SCHEDULE B

LIFEPAK® 15 Monitor/Defibrillator Services

LIFEPAK® 15 Monitor/Defibrillator Comprehensive Service

- Inspections at intervals set forth on Schedule A
- Parts and labor necessary to restore device to original specifications, subject to Exclusions
- Standard detachable hard paddles repair or replacement
- REDI-CHARGE® battery charger (Catalog# 11141-000115) repair or replacement of one for each LIFEPAK 15 Monitor/Defibrillator listed in Schedule A and as determined necessary by Physio-Control
- Power Adapter repair or replacement
- Battery Replacement Service
 - o For each LIFEPAK 15 listed on Schedule A, replacement of up to three (3) LIFEPAK Lithium-ion batteries in accordance with the device Operating Instructions, or upon battery failure
 - Updates installed at no additional cost, provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price.

LIFEPAK® 15 Monitor/Defibrillator Repair Plus Service

- Parts and labor necessary to restore device to original specifications, subject to Exclusions
- Standard detachable hard paddles repair or replacement
- REDI-CHARGE® battery charger (Catalog# 11141-000115) repair or replacement of one for each LIFEPAK 15 Monitor/Defibrillator listed in Schedule A and as determined necessary by Physio-Control
- Power Adapter repair or replacement
- Battery Replacement Service
 - o For each LIFEPAK 15 listed on Schedule A, replacement of up to three (3) LIFEPAK Lithium-ion batteries in accordance with the device Operating Instructions, or upon battery failure
 - Updates installed at 20% off the then-current list price provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price.

LIFEPAK® 15 Monitor/Defibrillator Preventative Maintenance Service

- Inspections at intervals set forth on Schedule A
- Updates installed at 20% off the then-current list price provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price.

PHYSIO-CONTROL, INC.
TECHNICAL SERVICE SUPPORT AGREEMENT
SCHEDULE B

LIFEPAK® 500 Automated External Defibrillator Services

LIFEPAK® 500 AED Comprehensive Service

- Preventative maintenance and inspections at intervals set forth on Schedule A
- Parts and labor necessary to restore device to original specifications, subject to Exclusions
- QUIK-COMBO® Patient Simulator repair or replacement of one for each LIFEPAK 500 AED listed on Schedule A and as determined necessary by Physio-Control
- LIFEPAK 500 Defibrillator battery charger repair or replacement of one for each LIFEPAK 500 listed on Schedule A and as determined necessary by Physio-Control
- Battery Replacement Service
 - o For each LIFEPAK 500 AED listed on Schedule A, replacement of up to one (1) LIFEPAK 500 rechargeable battery pak in accordance with the device Operating Instructions, or upon battery failure; or
 - o For each LIFEPAK 500 AED listed on Schedule A, replacement of up to one (1) LIFEPAK 500 non-rechargeable battery pak in accordance with the device Operating Instructions, or upon battery failure
- Updates installed at no additional cost, provided such Updates are installed at the time of regularly scheduled Services.
 - If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price.

LIFEPAK® 500 AED Repair Plus Service

- Parts and labor necessary to restore device to original specifications, subject to Exclusions
- QUIK-COMBO® Patient Simulator repair or replacement of one for each LIFEPAK 500 AED listed on Schedule A and as determined necessary by Physio-Control
- LIFEPAK 500 Defibrillator battery charger repair or replacement of one for each LIFEPAK 500 AED listed on Schedule A and as determined necessary by Physio-Control
- Battery Replacement Service
 - o For each LIFEPAK 500 AED listed on Schedule A, replacement of up to one (1) LIFEPAK 500 rechargeable battery pak in accordance with the device Operating Instructions, or upon battery failure; or
 - o For each LIFEPAK 500 AED listed on Schedule A, replacement of up to one (1) LIFEPAK 500 non-rechargeable battery pak in accordance with the device Operating Instructions, or upon battery failure
- Updates installed at 20% off the then-current list price provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price.

LIFEPAK® 500 AED Preventative Maintenance Service

- Preventative maintenance and inspections at intervals set forth on Schedule A
- Battery Replacement Service (if applicable)
 - o For each LIFEPAK 500 AED listed on Schedule A, replacement of up to one (1) LIFEPAK 500 non-rechargeable battery pak in accordance with the device Operating Instructions, or upon battery failure; or
 - o For each LIFEPAK 500 AED listed on Schedule A, replacement of up to one (1) LIFEPAK 500 non-rechargeable battery pak in accordance with the device Operating Instructions, or upon battery failure
- Updates installed at 20% off the then-current list price provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price.

PHYSIO-CONTROL, INC.
TECHNICAL SERVICE SUPPORT AGREEMENT
SCHEDULE B

LUCAS® 1 Chest Compression System Services
(LUCAS 1 Service is Ship-in Service only)

LUCAS® 1 Chest Compression System Comprehensive Service (Ship-In Service Only)

- Inspections at intervals set forth on Schedule A
- Parts and labor necessary to restore Covered Equipment to original specifications, subject to Exclusions
- Cleaning of the hood and bellows exterior
- Replacement of suction cup and patient straps, if necessary
- Updates installed at no additional cost, provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price

LUCAS® 1 Chest Compression System Repair Plus Service (Ship-in Service Only)

- Parts and labor necessary to restore Covered Equipment to original specifications, subject to Exclusions
- Updates installed at 20% off the then-current list price provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price

LUCAS® 1 Chest Compression System Preventative Maintenance Service (Ship-in Service Only)

- Inspections at intervals set forth on Schedule A
- Cleaning of the hood and bellows exterior
- Replacement of suction cup and patient straps, if necessary
- Updates installed at 20% off the then-current list price provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price

LUCAS® 2 Chest Compression System Services

LUCAS® 2 Chest Compression System Comprehensive Service

- Inspections at intervals set forth on Schedule A
- Parts and labor necessary to restore Covered Equipment to original specifications, subject to Exclusions
- Battery Replacement Service
 - o For each LUCAS 2 listed on Schedule A, replacement of one (1) LUCAS 2 battery in accordance with the device Operating Instructions, or upon battery failure
- Cleaning of the hood and bellows exterior
- Replacement of suction cup and patient straps, if necessary
- Updates installed at no additional cost, provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price

LUCAS® 2 Chest Compression System Repair Plus Service

- Parts and labor necessary to restore device to original specifications, subject to Exclusions
- Battery Replacement Service
 - o For each LUCAS 2 listed on Schedule A, replacement of one (1) LUCAS 2 battery in accordance with the device Operating Instructions, or upon battery failure
- Updates installed at 20% off the then-current list price provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price

LUCAS® 2 Chest Compression System Preventative Maintenance Service

- Inspections at intervals set forth on Schedule A
- Cleaning of the hood and bellows exterior
- Replacement of suction cup and patient straps, if necessary
- Updates installed at 20% off the then-current list price provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price

renewed until at least (30) days' prior written notice has been given to the City. Certificates of Insurance showing such coverage to be in force shall be filed with the City through its Director of Finance prior to commencement of the Services and shall be in proper form.

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

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

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

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

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

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

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

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

If to City:

John D. Draves, Fire Chief
City of Strongsville
17000 Prospect Road
Strongsville, Ohio 44149
with a copy to the Law Director

If to Physio:

Alexandra Carvalho
Contract Analyst
11811 Willows Road, NE
Redmond, WA 98052

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

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

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

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

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

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

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

Acceptance of the terms of this Addendum to Agreement is acknowledged by both Physio and City through the following signatures of their respective authorized representatives.

“CITY”
CITY OF STRONGSVILLE

“PHYSIO”
PHYSIO-CONTROL, INC.

By: _____
Signature

By: _____
Signature

Thomas P. Perciak, Mayor
Typed Name/Title

Alexandra Carvalho, Contract Analyst
Typed Name/Title

Date of Signature

Date of Signature

CERTIFICATION OF FUNDS

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

Date

Director of Finance

CERTIFICATE OF LAW DIRECTOR

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

Kenneth A. Kraus, Law Director

CITY OF STRONGSVILLE

**EQUAL OPPORTUNITY REQUIREMENTS
for
SERVICE and SUPPLY CONTRACTS**

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

This Certification becomes part of the resultant CONTRACT.

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

Company: _____

By: _____

Date: _____

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2015 – 179

By: Mayor Perciak and Mr. DeMio

A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE A REQUEST FOR QUALIFICATIONS AND PROPOSALS FOR ARCHITECTURAL AND ENGINEERING DESIGN AND CONSULTING SERVICES FOR THE RENOVATION AND MECHANICAL UPGRADE OF FIRE STATION NO. 3 – ALBION ROAD.

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 a request for qualifications and proposals for architectural and engineering design and consulting services for the renovation and mechanical upgrade of Fire Station No. 3 – Albion Road, in accordance with the documents 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 Fire Levy 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 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 immediately upon its passage and approval by the Mayor.

President of Council
Approved: _____
Mayor

Date Passed: _____ Date Approved: _____

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

Attest: _____
Clerk of Council

Res. ORD. No. 2015-179 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

 Pub Hrg. _____ Ref: _____
 Adopted: _____ efeated: _____

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2015 -180

By: Mayor Perciak and All Members of Council

A RESOLUTION ACCEPTING THE DONATION OF EXERCISE EQUIPMENT TO THE CITY OF STRONGSVILLE, FOR USE AT THE CITY'S FIRE DEPARTMENT HEADQUARTERS ON PROSPECT ROAD.

WHEREAS, the City of Strongsville firefighters and paramedics are committed to excellence in proudly serving this community and, therefore, are continually striving to stay healthy and fit for duty; and

WHEREAS, Jack MacArthur, a long-time resident of the City, has decided to donate Life Fitness 5500 Cross Trainer equipment for use by the fire safety forces at the Fire Department Headquarters building for wellness and fitness purposes; and

WHEREAS, such equipment when originally purchased was worth approximately \$3,460.00; and

WHEREAS, the City is desirous of accepting such generous donation;

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

Section 1. That this Council hereby graciously accepts the above donation from resident Jack MacArthur, and along with Mayor Perciak, expresses the City's appreciation for such exercise equipment for use at the City's Fire Department Headquarters on Prospect Road.

Section 2. 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 3. That this Resolution shall take effect and be in force immediately upon its passage and approval by the Mayor.

CITY OF STRONGSVILLE, OHIO
RESOLUTION NO. 2015 - 180
Page 2

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
Clerk of Council

Res.
ORD. No. 2015-180 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

Strongsville Fire & Emergency Service

17000 Prospect Road

Strongsville, OH 44149

Att: Chief Jack Draves

**Subject: Donation of Life Fitness Model LF-5500-CT Cross
Trainer**

**Since I work out at Life Works, I thought my low mileage
Cross Trainer could be put to better use as part of the
exercise equipment used by your team. I would like donate
this free of any charge.**

I have enclosed the following items:

- **Copy of my original Cross Trainer Invoice**
- **Cross Trainer Assembly Instructions**
- **Cross Trainer Operation Manual**

**Please let me know when you receive the appropriate
approval so we can arrange for pick up.**

Best regard,


Jack MacArthur

21400 Briar Bush Lane

Strongsville, OH 44149-2854

Cell: 216-973-6546

Email: jcmacarthur@att.net

OMNI *fitness*

EQUIPMENT SPECIALISTS

OMNI Fitness, Inc.
 26143 Detroit Rd. Westlake, OH 44145
 Phone 440.835.4406

INVOICE
Ticket Number: 0059-874
Ticket Date: 04/19/2001

Sold To: jack macarthur
Address: 21400 brair bush lane
 strongsville, OH 44149
Phone: ~~440-835-1660~~ 216-973-8546
Email:

Ship To: jack macarthur
 21400 brair bush lane
 strongsville, OH 44149
 440-835-1660

PO Number NA	Terms Payment due UPO	Sales Consultant David Noonan	Store Westlake	Delivery Date 4/26/01
Item Description LIFE FITNESS 5500 X-TRAINER		SKU LF-5500-CT	Qty 1	Unit Price 3,159.00
				Extended 3,159.00
				SubTotal 3,159.00
				Delivery & Setup 75.00
				Sales Tax 7.00% on 3,234.00 226.38
				Total 3,460.38
				Payment Received 3,460.38
				Balance Due .00

Payment Detail:

Visa: \$ 3,460.38

Returns: Purchases other than floor models can be refunded within 30 days. Refunds are not paid in cash. NO REFUNDS ON DELIVERY. Refunds issued only after OMNI receives item.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2015 – 181

By: Mayor Perciak and Mr. Carbone

AN ORDINANCE RATIFYING, CONFIRMING AND APPROVING THE FILING OF AN APPLICATION FOR FINANCIAL ASSISTANCE WITH THE CUYAHOGA COUNTY SOLID WASTE DISTRICT, AND FURTHER RATIFYING AND AUTHORIZING THE ACCEPTANCE OF THE AWARD OF A GRANT UNDER THE 2015 COMMUNITY RECYCLING AWARENESS GRANT PROGRAM, AND DECLARING AN EMERGENCY.

WHEREAS, The Cuyahoga County Solid Waste District has established a Community Recycling Awareness Grant program and once again allocated monies to help local governments in Cuyahoga County promote their community-sponsored recycling programs to residents; and

WHEREAS, the grant provides for funding of the cost of a community-sponsored recycling program; and

WHEREAS, in order to meet the deadline for submission of applications to receive funding under the Community Recycling Awareness Grant program for the year 2015, the City, through its Coordinator of Natural Resources, has applied for funding in the amount of \$5,000.00, in order to continue publishing the annual *Keeping Strongsville Green* newsletter; and

WHEREAS, the City has been advised that its application for funding under the Community Recycling Awareness Grant program was approved in the amount of \$5,000.00; and

WHEREAS, subsequently, the City was awarded the amount of \$5,000.00 as reflected in Exhibit A (copy of award check) and Exhibit B (Grant Summary Report) attached hereto, and the City, therefore, is desirous of accepting such award.

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

Section 1. That this Council hereby ratifies, confirms and approves the submission of the application for financial assistance to the Cuyahoga County Solid Waste District for a Community Recycling Awareness Grant, in the form on file with the City Coordinator of Natural Resources.

Section 2. That this Council hereby further ratifies and approves the acceptance of the award of funding under the Community Recycling Awareness Grant program in the amount of \$5,000.00, and hereby authorizes the Mayor, Director of Finance, Coordinator of Natural Resources and other appropriate officers of the City to do all things necessary in furtherance thereof.

Section 3. That advance of funds under this Ordinance and/or the City's share will be made from the General Fund, subject to reimbursement under the Grant.

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

Section 5. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to ratify, confirm and approve the submission of such application for financial assistance and the award thereunder in order to proceed with promotion of the City's recycling awareness program and to ensure continuity of such program. 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. 2015-181. Amended: _____

1st Rdg. _____ Ref: _____

2nd Rdg. _____ Ref: _____

3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____

Adopted: _____ Defeated: _____

REMITTANCE
ADVICE

PAYEE: STRONGSVILLE CITY
IND NO: *****
1099 REPORTABLE: NO


NOTE: IF ADDRESS, NAME, OR TAX ID NUMBER
IS INCORRECT, SEE REVERSE.

36377386

F6377386

VOUCHER NUMBER	PURCHASE ORDER REFERENCE	DESCRIPTION OF PAYMENT	PAID AMOUNT
SM1500233 01		2015 COMMUNITY RECYCLING GRANT	5,000.00
<p>Ø11S.4747</p> <p>RECEIVED</p> <p>JUL 27 2015</p> <p>CITY OF STRONGSVILLE FINANCE DEPARTMENT</p> <p>TOTAL PAID DATE 07/23/2015</p>			5,000.01

THIS CHECK IS VOID IF BLUE BACKGROUND AND/OR LOGOLINE ARE ABSENT



CUYAHOGA COUNTY
TO THE TREASURER OF CUYAHOGA COUNTY, CLEVELAND, OHIO

F6377386
56-704
412

FIVE THOUSAND DOLLARS AND NO CENTS

36377386
07/23/2015

PAY TO THE ORDER OF

STRONGSVILLE CITY
TREASURER
16099 FOLTZ IND PKWY
STRONGSVILLE OH 44136

*****5,000.00

VOID AFTER 180 DAYS

FUND / SUB FUND: 20A/817 VENDOR NO. *****C-01

⑈ 36377386 ⑆ ⑆ 041207040 ⑆ 350993200202 ⑆

EXHIBIT A



2015 Community Recycling Grant
Grant Summary & Reimbursement Report

Community: City of Strongsville
Grant Contact: Jennifer Milbrandt
Mailing Address: 16099 Foltz Parkway
Date: June 15, 2015
Grant Funds Spent: \$5,000

To receive your grant payment, submit the following to the Solid Waste District by **November 20, 2015**.

- Grant Summary and Reimbursement Report
- Copies of invoices and checks for all approved grant expenditures
- Copies of all items produced with grant funds or photos of products purchased
- W-9 form (only if your community has not received a grant before)

Please answer the following:

(1) Briefly describe the project your community implemented with this grant.
Design, produce and distribute Recycling Postcards to the City of Strongsville Residents. Also update the Recycling flyer on-line to provide detail information about our recycling events and program.

(2) How many residents received your recycling information or were served as a result of this grant?
Each household received a post card(18,894), as well as all new residents in their 'Welcome Wagon' packet. Residents can also access on our web site.

We measure success by the volume of items recycled – Computers, HHW and Shred Day Tonnage.

(3) What was the outcome of your project (include any measurable or quantifiable results).
This year we had our largest tonnage on HHW!

(4) What are your comments or suggestions about this grant process?
I think it is simple and to the point! I appreciate the ease!



**CUYAHOGA COUNTY
Solid Waste Management District**

**2015 Community Recycling Grant
Grant Summary & Reimbursement Report**

Community: City of Strongsville

Grant Contact: Jennifer Milbrandt

Reimbursement Request Form

To receive your grant payment, complete this form, attach copies of invoices and checks for each approved expenditure and sign and date the bottom.

Item Description	Vendor	Invoice Date	Quantity	Total Cost
Postcard & On-line Detailed newsletter	Alphagraphics	4/9/2015	19,294	\$3,626.31
Postage	Postmaster	3/31/2015	18,894	\$2,890.78
				\$6,517.09

The enclosed invoices account for all grant approved purchases.

Signature

Date:

Submit this Grant Summary Report by November 20, 2015 to:
Cuyahoga County Solid Waste District, Attn: Diane Bickett, 4750 East 131 Street Garfield Heights, OH 44105

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2015 – 182

By: Mr. Carbone

AN ORDINANCE AUTHORIZING THE SALE AT PUBLIC AUCTION OF CERTAIN OBSOLETE AND SURPLUS VEHICLES NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE, AND DECLARING AN EMERGENCY.

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

Section 1. That this Council finds that the Police and Service Departments of the City of Strongsville have various obsolete and surplus vehicles, as described in Exhibit "A", a copy of which is attached hereto and incorporated herein by reference, which are unfit for public use by reason of obsolescence or as surplus items, and are no longer needed for any municipal purpose; and further finds that it will be in the best interests of the City that such vehicles be sold at a public auction.

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

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

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

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

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

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2015 – 182
Page 2

the Police and Service Departments, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

 President of Council

Approved: _____
 Mayor

Date Passed: _____ Date Approved: _____

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

Attest: _____
 Clerk of Council

ORD. No. 2015-182 Amended: _____

1st Rdg. _____ Ref: _____

2nd Rdg. _____ Ref: _____

3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____

Adopted: _____ Defeated: _____

POLICE & SERVICE VEHICLES TO AUCTION
AUGUST, 2015

1987	No. 2687	Tandem dump truck; cracked frame and rotted out cab	VIN #1HTLKDDT9JH535711
2007	No. D-3	Police vehicle	VIN #2FAFP71W77X128044
2011	No. P 37	Police vehicle	VIN #2FABP7BV7BX176835

EXHIBIT A

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2015 – 183

By: Mr. Schonhut

AN ORDINANCE AMENDING SECTION 1 OF ORDINANCE NO. 2015-018 TO EXTEND THE TERM OF THE CONTRACT WITH ADVIZEX TECHNOLOGIES, LLC, UNDER THE OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES CONTRACTS AUTHORIZING THE PURCHASE OF SOFTWARE AND HARDWARE MAINTENANCE, AND SYSTEM UPGRADE SERVICES IN SUPPORT OF THE CITY'S DATA SYSTEMS, AND DECLARING AN EMERGENCY.

WHEREAS, by and through Ordinance No. 2015-018, Council authorized the Mayor to request authority in the name of the City of Strongsville to participate in the Ohio Department of Administrative Services contracts for the purchase of software and hardware maintenance, and system upgrade services in support of the City's data systems through Advizex Technologies, LLC, for use by various departments of the City in a total amount not to exceed \$100,000.00, and for a term ending June 30, 2015, which the Department entered into pursuant to Revised Code Section 5513.01(B); and

WHEREAS, the Director of Communication & Technology now has advised this Council that the Ohio Department of Administrative Services contract for Advizex Technologies, LLC, under Schedule No. 534412, Index No. STS-033, has been renewed to June 30, 2017, enabling the City to extend and complete the existing contract retroactive to July 1, 2015 through December 31, 2015; and

WHEREAS, this Council, therefore, is desirous of amending Section 1 of Ordinance No. 2015-018, in order to extend the time period for such purchases of software and hardware maintenance, and system upgrade services in support of the City's data systems, by the Director of Communication & Technology, with Advizex Technologies, LLC, retroactive to and from July 1, 2015 through December 31, 2015.

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

Section 1. That Section 1 of Ordinance No. 2015-018 be and is hereby amended to read in its entirety as follows:

“Section 1. That the Mayor be and is hereby authorized and directed to request authority in the name of the City of Strongsville to participate in an Ohio Department of Administrative Services contract with **ADVIZEX TECHNOLOGIES, LLC** for the purchase of software and hardware maintenance, and system upgrade services in support of the City's data systems, in an amount not to exceed \$100,000.00, as required

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2015 – 183
Page 2

from January 1, 2015 through ~~June 30, 2015~~ **December 31, 2015**, through various purchase orders which the Department has entered into pursuant to Revised Code Section 5513.01(B)."

Section 2. That any purchases made and services provided since June 30, 2015 are hereby ratified and approved.

Section 3. That the funds for the purposes of this Ordinance have been appropriated and shall be paid from the General 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, and for the further reason that it is immediately necessary to extend the term of the existing contract for the purchase of software and hardware maintenance, and system upgrade services, in order to maintain continuity and efficiency in the operation of City Departments, 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.

_____ 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. 2015-183 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2015 – 184

By: Mr. Southworth

AN ORDINANCE RATIFYING, CONFIRMING AND APPROVING THE MAYOR ENTERING INTO A CONTRACT FOR EMERGENCY REPAIRS TO THE GENERATOR AT THE CITY'S EHRNFELT RECREATION CENTER, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.

WHEREAS, the City's Building Commissioner and Director of Recreation & Senior Services determined that the emergency generator at the Ehrnfelt Recreation Center was in immediate need of repair and created a real and present emergency; and

WHEREAS, therefore, it was immediately necessary to contract with an existing qualified and readily available local vendor already providing services to the City, which could promptly make immediate repairs to said emergency generator in order to protect the health, safety, welfare and property of the City, its officers, employees, agents, guests and invitees.

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

Section 1. That this Council finds and determines, as set out in Article V, §5 of the Charter, that there was a real and present emergency in the operation of the Department of Recreation of the City of Strongsville and that it was immediately necessary to enter into a contract, without public bidding, with current vendor **W. W. WILLIAMS** in order to make emergency repairs to the emergency generator at the Ehrnfelt Recreation Center, in order to protect the health, safety, welfare and property of the City, its officers, employees, agents, guests and invitees at such Recreation Center.

Section 2. That, for the reasons aforesaid, this Council hereby ratifies, confirms and approves the Mayor's entering into a contract with W. W. Williams, without public bidding, in an amount not to exceed \$1,090.00, for labor and materials, for immediate repairs to the emergency generator at the Ehrnfelt Recreation Center, as more fully set forth in Exhibit A attached hereto and incorporated herein by reference, and in a form approved by the Law Director.

Section 3. That the funds for the purpose of the aforesaid expenditure have been appropriated and shall be paid from the Multi-Purpose Complex 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, and for the further reason that the within contract is immediately necessary in order to maintain the usual daily operation of the Recreation Department and to protect the health, safety, welfare and property of the City, its officers, employees, agents, guests and invitees at the Recreation Center. Therefore, provided this Ordinance receives the unanimous vote of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor.

 President of Council

Approved: _____
 Mayor

Date Passed: _____ Date Approved: _____

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

Attest: _____
 Clerk of Council

ORD. No. 2015-184 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

W.W. Williams

1176 Industrial Parkway, North
 Brunswick, OH 44212-2342
 Phone: (330)225-7751
 Fax: (330)225-5940
 Federal ID#: 31-1024851

INVOICE

Invoice #	5216614-00
Invoice Date	07/24/15

*"mailed" to
 Finance 8/11/15

Sold To	CITY OF STRONGSVILLE 16099 FOLTZ INDUSTRIAL PKWY STRONGSVILLE OH 44149	PO 25267 Acct 143451-5903 V 834	Ship To	CITY OF STRONGSVILLE 18600 ROYALTON RD REC CENTER GEN PM STRONGSVILLE OH 44136-5127		
	Customer Number			Cust PO Number	Order Date	Terms
	535740	VERBAL DON		N15		5249476-000
			Received Date	Work Location		Customer Contact
			07/02/15	FIELD 44136		DON GOLAK

*mailed to S Kelly
 8/12/15

WARRANTY/TERMS AND CONDITIONS*

The seller warrants its workmanship for 90 days after completion of services. Products sold are warranted exclusively by the manufacturer. The seller expressly disclaims all other warranties, expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose. *For complete warranty limitations, disclaimers and detailed Terms and Conditions please see www.williams.com/Terms

Line #	Product / Description	Qty Ordered	Qty B/O	Qty Shipped	Qty U/M	Unit Price	Extended Amount
DD	<i>Bryon V. Bogue</i>						
	VIN #: 5362003272						
	OEM Mfr: DETROIT DIESEL						
	OEM Model #: R1637M36						
	Fleet/Trk #: STRONGSVIL						
	Comp. Mfr: DETROIT DIESEL						
	Serial #: 2100089						
	Model #:						
	Miles/Hrs: 365 HOURS						
Problem Descrip:	EMERGENCY STANDBY GENERATOR OPERATIONAL SERVICE INSPECTION AND (4) HOUR LOAD BANK TESTING.....						
Cause:	SERVICE DUE.						
Work Performed:	<ul style="list-style-type: none"> * PERFORM VISUAL INSPECTION CHECKING FLUID LEVELS. * PERFORM ROOM AND UNIT SAFETY INSPECTION. * START AND RUN UNIT TO OPERATING TEMPERATURE. * TAKE ALL REQUESTED FLUID ANALYSIS. * REPLACE OIL AND FILTER(S). * RUN UNIT TO CHECK OPERATIONS. * PERFORM ALL DUTIES AS OUTINED IN THE SCHEDULE OF SERVICES INSPECTION FORM. * CONNECT UNIT TO PORTABLE LOAD BANK AND PERFORM LOAD BANK TESTING PER REQUEST. * RECORD ALL INSTRUMENTATION DURING LOAD BANK TESTING. * CLEAN AND SECURE AREA. <p style="text-align: center;">(SERVICES ARE COMPLETE)</p> <p>*** DURING OUR INSPECTION WE FOUND THE FOLLOWING: *** DURING OPERATIONAL INSPECTION FOUND BATTERIES TO BE 4 YEARS OLD. RECOMMEND REPLACING SOON. AFTER PERFORMING 4 HOUR LOAD BANK. UNIT WENT INTO LOW FUEL LEVEL ALARM. GAUGE SHOWS 50% UNIT OPERATING AS DESIGNED.</p> <p>THANK YOU FOR YOUR BUSINESS, THIS UNIT HAS BEEN SERVICED BY AN EGSA CERTIFIED ELECTRICAL GENERATOR SYSTEMS TECHNICIAN. SHOULD YOU HAVE ANY QUESTIONS ABOUT THIS INVOICE FEEL FREE TO CONTACT US AT 800-321-0459.</p> <p>*** YOUR COMPLETE SATISFACTION IS VERY IMPORTANT TO US. ***</p>						
<div style="border: 2px solid black; padding: 10px; display: inline-block;"> EXHIBIT A </div>							

W.W. Williams

1176 Industrial Parkway, North
 Brunswick, OH 44212-2342
 Phone: (330)225-7751
 Fax: (330)225-5940
 Federal ID#: 31-1024851

INVOICE

Invoice #	5216614-00
Invoice Date	07/24/15

Sold To	CITY OF STRONGSVILLE 16099 FOLTZ INDUSTRIAL PKWY STRONGSVILLE OH 44149			Ship To	CITY OF STRONGSVILLE 18600 ROYALTON RD REC CENTER GEN PM STRONGSVILLE OH 44136-5127		
	Customer Number	Cust PO Number	Order Date		Terms	Repair Order Number	
	535740	VERBAL DON	07/02/15	N15	5249476-000		
			Received Date	Work Location	Customer Contact		
			07/02/15	FIELD 44136	DON GOLAK		

WARRANTY/TERMS AND CONDITIONS*

The seller warrants its workmanship for 90 days after completion of services. Products sold are warranted exclusively by the manufacturer. The seller expressly disclaims all other warranties, expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose. *For complete warranty limitations, disclaimers and detailed Terms and Conditions please see www.williams.com/Terms

Line #	Product / Description	Qty Ordered	Qty B/O	Qty Shipped	Qty U/M	Unit Price	Extended Amount
IN ORDER TO ENSURE THAT WE ARE DELIVERING THE LEVEL OF SERVICE THAT YOU DESERVE, PLEASE TAKE A MOMENT TO COMPLETE OUR CUSTOMER SATISFACTION SURVEY ONLINE AT: WWW.WWILLIAMS.COM/GENSURVEY							
1	TEST-LOAD BANK OFFHWY	1.00	0.00	1.00		231.25	231.25
2	MILEAGE 2025 MILEAGE 1GBJC34D56E203007	1.00	0.00	1.00		14.00	14.00
	Parts	245.25					
	Labor	844.75					

PLEASE REMIT IN U.S. DOLLARS TO:
 W. W. WILLIAMS
 DEPT L- 303
 Columbus, OH 43260-9303

Sub Total: 1090.00
 Sales Tax: 0.00
 Invoice Total: 1090.00
 Tendered: 0.00
 Balance Due: 1090.00 ✓

FINANCE CHARGES OF 1.50 % PER MONTH APPLIED TO ALL ACCOUNTS IN ARREARS

N

83A
 143451-5903
 25267-00

8A 8-11-15

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2015 – 185

By: Mayor Perciak and All Members of Council

AN ORDINANCE APPROVING AND ADOPTING MID-YEAR REPLACEMENT PAGES TO THE CODIFIED ORDINANCES OF THE CITY, REPEALING ORDINANCES AND RESOLUTIONS IN CONFLICT THEREWITH, AND DECLARING AN EMERGENCY.

WHEREAS, in order to conform with the changes adopted by the Ohio General Assembly and with current State law as required by the Ohio Constitution, it is necessary for the City to amend certain provisions within its Traffic and General Offenses Codes; and

WHEREAS, various ordinances of a general and permanent nature have been passed by Council since January 5, 2015 and through July 20, 2015, which now should be included in the Codified Ordinances; and

WHEREAS, Council has heretofore entered into a contract with the Walter H. Drane Company to prepare and publish the aforesaid amendments and revisions on a semi-annual basis.

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

Section 1. That the additions and amendments to the Traffic Code and the General Offenses Code of the Codified Ordinances of the City of Strongsville, as prepared by the Walter H. Drane Company in order to comply with current State law, be and are hereby approved and adopted; and the ordinances of Strongsville of a general and permanent nature, as revised, re-codified, rearranged and consolidated into component codes, titles, chapters and sections within the mid-year 2015 replacement pages to the Codified Ordinances be and are hereby approved and adopted, all as set forth in Exhibit A attached hereto and incorporated herein by reference.

Section 2. That any other ordinances or resolutions or parts thereof in conflict with any of the above Ordinances shall, to the extent of any conflict, be and are hereby repealed.

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

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2015 – 185
Page 2

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 there exists an imperative necessity for the earliest publication and distribution of the aforesaid amendments to the Codified Ordinances to the officials and residents of the City, so as to facilitate the administration and daily operation of the City and its departments, and to avoid practical and legal entanglements. 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. 2015-185 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

EXHIBIT "A"

<u>Ord. No.</u>	<u>Date</u>	<u>C.O. Section</u>
2015-031	4-6-15	1252.16
2015-043	3-2-15	252.01(a)
2015-072	4-6-15	220.04(a)
2015-114	7-20-15	1242.07(b)(4), 1258.03(a)(3)A.10.

Traffic Code

432.44	Vehicle Operation on Street Closed Due to Rise in Water Level. (Added)
436.072	Driving Under Financial Responsibility Law Suspension or Cancellation. (Amended)
436.074	Driving Under License Forfeiture or Child Support Suspension. (Amended)

General Offenses Code

606.02	Culpable Mental States. (Amended)
606.09	Requirements For Criminal Liability. (Amended)
672.01	Weapons Definitions. (Amended)