



City of Strongsville

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

April 16, 2015

City Council

Michael J. Daymut
President of Council
Ward 1

Matthew A. Schonhut
Ward 2

James E. Carbone
Ward 3

J. Scott Maloney
Ward 4

Joseph C. DeMio
At-Large

Kenneth M. Dooner
President Pro Tem
At-Large

Duke Southworth
At-Large

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

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

MEETING NOTICE

City Council has scheduled the following meetings for **Monday, April 20, 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 7:20 p.m. All committees listed will meet immediately following the previous committee:

7:20 P.M. **Planning Zoning and Engineering Committee** will meet to discuss Ordinance Nos. 2015-021, 2015-057, 2015-074, 2015-075 and Resolution No. 2015-076.

Public Service and Conservation Committee will meet to discuss Resolution Nos. 2015-077, 2015-078, 2015-079 and 2015-080.

Finance Committee will meet to discuss Resolution No. 2015-081.

Building and Utilities Committee will meet to discuss Ordinance Nos. 2015-082, 2015-083, 2015-084 and 2015-085.

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

8:00 P.M. **Regular Council Meeting**

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

BY ORDER OF THE COUNCIL:

Aimee Pientka, CMC
Clerk of Council

STRONGSVILLE CITY COUNCIL REGULAR MEETING
MONDAY, APRIL 20, 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 – April 6, 2015*
6. APPOINTMENTS, CONFIRMATIONS, AWARDS AND RECOGNITION:
 - Ceremonial swearing in of Ryan M. Young as Patrol Officer for the City of Strongsville Police Department.
 - Administration of Oath of Office to five new Firefighter/Paramedics:
 - Douglas E. Kallin
 - Dominic R. Francini
 - Ty C. Bromund
 - Brandon J. Sposit
 - Dillon R. Crouse
7. REPORTS OF COUNCIL COMMITTEES:
 - SOUTHWEST GENERAL HEALTH SYSTEM – Mr. Southworth:
 - SCHOOL BOARD – Mr. Carbone:
 - BUILDING AND UTILITIES – Mr. Schonhut:
 - COMMUNICATIONS AND TECHNOLOGY – Mr. Schonhut:
 - ECONOMIC DEVELOPMENT – Mr. Daymut:
 - FINANCE – Mr. Dooner:
 - PLANNING, ZONING AND ENGINEERING – Mr. Maloney:
 - PUBLIC SAFETY AND HEALTH – Mr. DeMio:

- PUBLIC SERVICE AND CONSERVATION – Mr. Carbone:
- Motion to ratify, approve and note the burial of Ryan Payne in Section F, Lot #9, Grave B, based on the owner's designation of wishes for interments in the Strongsville Municipal Cemetery.
- Motion to ratify, approve and note the burial of William Tomson, Jr. in Section E, Lot #45, Grave E, 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. 2015-021 by Mr. Maloney. AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE LOCATED AT 13621 ON ROYALTON ROAD (PPN 398-29-019) IN THE CITY OF STRONGSVILLE FROM LB (LOCAL BUSINESS) CLASSIFICATION TO R-RS (RESTAURANT-RECREATIONAL SERVICES) CLASSIFICATION, AND DECLARING AN EMERGENCY, AS AMENDED. First reading and referred to Planning Commission 02-02-15. Favorable recommendation by Planning Commission 02-12-15. Second reading and amended 02-17-15. Public hearing 04-06-15.
- Ordinance No. 2015-057 by Mr. Maloney. AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN VACANT REAL ESTATE LOCATED ON WESTWOOD DRIVE (PPN 396-10-016) IN THE CITY OF STRONGSVILLE FROM GB (GENERAL BUSINESS) CLASSIFICATION TO R-RS (RESTAURANT-RECREATIONAL SERVICES) CLASSIFICATION, AND DECLARING AN EMERGENCY. First reading and referred to Planning Commission 04-06-15. Favorable recommendation by Planning Commission 04-09-15.

- Ordinance No. 2015-074 by Mr. Maloney. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR IMPROVEMENTS TO VARIOUS STREETS IN THE CITY OF STRONGSVILLE IN CONNECTION WITH THE PAVEMENT RECONSTRUCTION PROGRAM FOR 2015-PHASE II, AND DECLARING AN EMERGENCY.
- Ordinance No. 2015-075 by Mr. Maloney. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR REMOVAL AND REPLACEMENT OF ASPHALT PAVEMENT ON VARIOUS STREETS IN THE CITY OF STRONGSVILLE, IN CONNECTION WITH THE ASPHALT STREET PROGRAM FOR 2015, AND DECLARING AN EMERGENCY.
- Resolution No. 2015-076 by Mayor Perciak and Mr. Maloney. A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS FOR THE 2015 WEST 130th PUMP STATION PROJECT.
- Resolution No. 2015-077 by Mr. Carbone. A RESOLUTION GRANTING PERMISSION TO REPURCHASE CERTAIN CERTIFICATES FOR BURIAL RIGHTS IN THE STRONGSVILLE MUNICIPAL CEMETERY. [Rae-Kucinich]
- Resolution No. 2015-078 by Mr. Carbone. A RESOLUTION GRANTING PERMISSION TO REPURCHASE CERTAIN CERTIFICATES FOR BURIAL RIGHTS IN THE STRONGSVILLE MUNICIPAL CEMETERY. [Rae-Vraja]
- Resolution No. 2015-079 by Mr. Carbone. A RESOLUTION GRANTING PERMISSION TO REPURCHASE CERTAIN CERTIFICATES FOR BURIAL RIGHTS IN THE STRONGSVILLE MUNICIPAL CEMETERY. [Rae-Vanderwyst]
- Resolution No. 2015-080 by Mr. Carbone. A RESOLUTION GRANTING PERMISSION TO REPURCHASE CERTAIN CERTIFICATES FOR BURIAL RIGHTS IN THE STRONGSVILLE MUNICIPAL CEMETERY. [Rae-Miciunas]
- Resolution No. 2015-081 by Mayor Perciak and Mr. Dooner. A RESOLUTION ADOPTING ALTERNATIVE TAX BUDGET INFORMATION FOR THE CITY OF STRONGSVILLE, OHIO FOR FISCAL YEAR 2016, AND DECLARING AN EMERGENCY.
- Ordinance No. 2015-082 by Mr. Schonhut. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A NEW INDEPENDENT CONTRACTOR AGREEMENT WITH HERSCHMAN ARCHITECTS, INC. FOR PROFESSIONAL ARCHITECTURAL SERVICES IN CONNECTION WITH THE BUILDING CODE OF THE CITY OF STRONGSVILLE AND THE OHIO BUILDING CODE, AND DECLARING AN EMERGENCY.
- Ordinance No. 2015-083 by Mr. Schonhut. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A NEW INDEPENDENT CONTRACTOR AGREEMENT WITH ANTHONY BUMBALIS FOR PROFESSIONAL ARCHITECTURAL SERVICES IN CONNECTION WITH THE BUILDING CODE OF THE CITY OF STRONGSVILLE AND THE OHIO BUILDING CODE, AND DECLARING AN EMERGENCY.

- Ordinance No. 2015-084 by Mr. Schonhut. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A NEW INDEPENDENT CONTRACTOR AGREEMENT WITH JOHN B. KORNICK FOR PROFESSIONAL ARCHITECTURAL SERVICES IN CONNECTION WITH THE BUILDING CODE OF THE CITY OF STRONGSVILLE AND THE OHIO BUILDING CODE, AND DECLARING AN EMERGENCY.
- Ordinance No. 2015-085 by Mr. Schonhut. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A NEW INDEPENDENT CONTRACTOR AGREEMENT WITH JULIE SIPKA FOR PROFESSIONAL ARCHITECTURAL SERVICES IN CONNECTION WITH THE BUILDING CODE OF THE CITY OF STRONGSVILLE AND THE OHIO BUILDING CODE, AND DECLARING AN EMERGENCY.

11. COMMUNICATIONS, PETITIONS AND CLAIMS:

- Application for Permit: TRFO-C1-C2: To: WJF Investment Corp., 8952 Pearl Road, Strongsville, Ohio 44136 (Responses must be postmarked no later than 04/30/2015).
- Application for Permit: NEW-D1-D2-D3-D3A: To: Sandra K. Ent., LLC; DBA: Bella Sports Pub, 14395 Pearl Road, Strongsville, Ohio 44136 (Responses must be postmarked no later than 05/04/2015).

12. MISCELLANEOUS BUSINESS:

13. ADJOURNMENT:

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2015 – 021

By: Mr. Maloney

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE LOCATED ~~AT 13621 ON~~ ROYALTON ROAD (PPN 398-29-019) IN THE CITY OF STRONGSVILLE FROM LB (LOCAL BUSINESS) CLASSIFICATION TO R-RS (RESTAURANT-RECREATIONAL SERVICES) CLASSIFICATION, AND DECLARING AN EMERGENCY, **AS AMENDED**.

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

Section 1. That the Zoning Map of the City of Strongsville, adopted by Section 1250.03 of Title Six, Part Twelve of the Codified Ordinances of Strongsville, be amended to change the zoning classification of certain property located ~~at 13621 on~~ Royalton Road (PPN 398-29-019), in the City of Strongsville, from LB (Local Business) classification to R-RS (Restaurant-Recreational Services) classification, which property is more fully described in Exhibit "A" and depicted in Exhibit "B," all attached hereto and incorporated herein by reference.

Section 2. That the Clerk of Council is hereby authorized to cause the necessary changes on the Zoning Map to be made in order to reflect the zoning change in classification as provided in this Ordinance.

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

Section 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to rezone such property in order to provide for the orderly development of lots and lands within the City, to afford the applicant an opportunity to submit plans and commence construction, and to enhance economic development within the City. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2015 - 021
Page 2

elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

First reading: February 2, 2015 Referred to Planning Commission
Second reading: February 17, 2015 February 3, 2015
Third reading: _____ Approved: Favorable Recommendation by PC
February 12, 2015
Public Hearing: April 6, 2015

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

CID. No. 2015-021 Amended: 2-17-15
1st Rdg. 2-2-15 Ref: PC/P2E
2nd Rdg. 2-17-15 Ref: PBE
3rd Rdg. _____ Ref: _____

Pub Hrg. 4-6-15 Ref: _____
Adopted: _____ Defeated: _____

SUBJECT

120
Deed

QUIT-CLAIM DEED—with Dower Clause—No. 89-B

487671

The Ohio Legal Blank Co. Cleveland
Publishers and Dealers Since 1883

Know all Men by these Presents

That, FLORENCE SARGYK, a Married Person

VOL. 93-03909 PAGE 36

who claim ^o title by or through instrument , recorded in Volume , Page ,

County Recorder's Office, for the consideration of
Ten and no/100—

Dollars (\$ 10.00)

received to her full satisfaction of FLORENCE SARGYK TRUST

the Grantee ,

whose TAX MAILING ADDRESS will be 9940 Forest View Terrace
Brecksville, Ohio 44141

have Given, Granted, Released, Released and Forever Quit-Claimed, and do by these presents absolutely give, grant, remise, release and forever quit-claim unto the said grantee , its successors ~~and assigns~~ and assigns forever, all such right and title as she , the said grantor , have or ought to have in and to the following described piece or parcel of land, situated in the City of Strongsville County of Cuyahoga and State of O :

ALL OF MY RIGHT, TITLE AND INTEREST IN AND TO THE FOLLOWING DESCRIBED PROPERTY:

And known as being a part of Original Strongsville Township Lot No. 6 and bounded as follows:
Beginning in the westerly line of West 130th Street at the Northeast corner of land conveyed to the Tremarco Corporation by deed recorded in Volume 8632, Page 279 of Cuyahoga County Deed Records; thence South 88°-57'55" West 150.00 feet along the Northerly line of land so conveyed to the Tremarco Corporation to the Northwesterly corner thereof; thence South 01°-02'-05" East along the Westerly line of land so conveyed to Tremarco Corporation 5.80 feet to a point therein and principle place of beginning; Thence continuing South 01°-02'-05" East along the Westerly line of land so conveyed to the Tremarco Corporation, 144.20 feet to the Northerly line of Royalton Road; Thence Westerly on the said Northerly line of Royalton Road on the arc of a curve deflecting to the right 157.17 feet and having a radius of 779.02 feet, the chord of which bears South 82°-18'07" West 156.91 feet to a point of tangency therein; Thence continuing along the said Northerly line of Royalton Road South 01°-55'-05" East 10.00 feet to a point therein; Thence continuing South 88°-04'-55" West along the said Northerly line of Royalton Road 64.29 feet to a point therein; Thence North 01°-02'-05" West and parallel to the Westerly line of land conveyed to the Tremarco Corporation as aforesaid 170.00 feet; Thence North 88°-04'-55" East and parallel with the center line of said Royalton Road 220.00 feet to a point in the Westerly line of land conveyed to the Tremarco Corporation as aforesaid and the principal place of beginning.

Permanent Parcel No.: 398-29-019

PARCEL NO. CONVEYANCE IS IN COMPLIANCE WITH SEC. 319.202 O.R.C. PAID

J. Timothy McCornach
CUYAHOGA COUNTY AUDITOR

APR 2 9 1993

THOMAS J. M. S. P.S.
COMM. EX. DIVISION
RECEIVED FOR THE DEPT.

Conveyance Fee TYPE J. TIMOTHY McCORNACH, Cuyahoga County Auditor us

EXHIBIT A

To Have and to Hold the premises aforesaid, with the appurtenances thereunto belonging to the said grantee, its successors heirs and assigns, so that neither the said grantor, nor her heirs, nor any other persons claiming title through or under her, shall or will hereafter claim or demand any right or title to the premises, or any part thereof; but they and every one of them shall by these presents be excluded and forever barred.
And for valuable consideration

do hereby remise, release and forever quit-claim unto the said grantee, heirs and assigns, all right and expectancy of ~~her~~ in the above described premises.

In Witness Whereof, I have hereunto set my hand, the 27th day of April, in the year of our Lord one thousand nine hundred and ninety-three.

Signed and acknowledged in presence of

[Signature]
[Signature]

[Signature]
FLORENCE SARGYK

State of Ohio, ss. Before me, a Notary Public
Cuyahoga County, in and for said County and State, personally appeared
the above named FLORENCE SARGYK

who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal, at Brecksville, Ohio, this 27th day of April, A. D. 1993

Prepared by: ROGER A. WADSWORTH, Attorney
NOTARY PUBLIC, State of Ohio
8927 Brecksville Road
Brecksville, Ohio 44141
(216) 526-6722

[Signature]



93 APR 29 PM 12:00

FLORENCE SARGYK, a Married Person

TO
FLORENCE SARGYK TRUST

Transferred 19

COUNTY AUDITOR

State of Ohio

County of 55

Received for Record on the

day of 19

at o'clock M.

and Recorded 19 in

Book Page

Recorders Fee \$

COUNTY RECORDER

This instrument prepared by
ROGER A. WADSWORTH
8927 BRECKSVILLE RD.
BRECKSVILLE, OH 44141

PETITION FOR ZONING CHANGE

Ordinance Number: 2015-021

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

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

Such change is necessary for the preservation and enjoyment of a substantial property right because: The current zoning of LB gives commercial use

but limits this type if only in a multi-tenant building.

This site is too small for a multi-tenant building. Furthermore the use is consistant with the area

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

The proposed use is consistant with other area uses

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

1. floor plan
2. site plan
3. elevations

THE PROPOSED USE OF THE PROPERTY IS: Dunkin' Donuts

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

Name: Ken Blum

Address: 2595 Center Road, Hinckley, Ohio 44233

Telephone Number: (508) 688-4820

[Signature]
Signature of Owner(s)

State of Ohio)
County of ~~Cuyahoga~~) PORTAGE

Sworn to and subscribed in my presence this 8th day of JANUARY, 2015

[Signature]
Notary Public

My commission expires: _____

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

TITUS JACKMAN, Attorney at Law
Notary Public, State of Ohio
My Commission has no expiration
Date: Section 147.03 R.C.



PROPERTY DESCRIPTION FORM

Ordinance Number: 2015-021

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

Address of Property: 13621 Royalton Road

Permanent Parcel No.: 398 29 019

The property is bounded by the following streets: (indicate direction; i.e., north, south, etc.) Royalton Road (south)

Number and type of buildings which now occupy property (if any): none/vacant

Acreage: .82 acres

Said property (has) (had) the following deed restrictions affecting the use thereof (attach copy): none

Said deed restrictions (will) (have) expire(d) on: n/a

Said property is presently under lease or otherwise encumbered as follows: n/a

Owner(s)	Percent of Ownership:
1. <u>Vila Franca Realty, LLC</u>	<u>100</u> %
2. _____	_____ %
3. _____	_____ %

[Signature]
Signature of Owner(s) Kenneth A. Blum, Mayor

State of Ohio)
County of Cuyahoga)

Sworn to and subscribed to in my presence this 8th day of JANUARY, 2015.



[Signature]
Notary Public
TITUS JACKMAN, Attorney at Law
Notary Public, State of Ohio
My Commission expires _____
Date, Section 147.03 R.C.

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

CITY OF STRONGSVILLE
OFFICE OF THE COUNCIL

MEMORANDUM

TO: Ken Mikula, City Engineer

FROM: Aimee Pientka, Clerk of Council

DATE: January 14, 2015

SUBJECT: Rezoning Application
Ken Blum, Purchaser of Property;
PPN 398-29-019
From LB to R-RS (Proposed Dunkin Donuts)

Please check the legal description on the attached application for rezoning and, if correct, please forward to the Law Director so he may prepare legislation for Council to consider.

Thank you.

akp
Attachments

cc: Thomas P. Perciak, Mayor
Kenneth A. Kraus, Law Director
Daniel J. Kolick, Asst. Law Director
George Smerigan, City Planner
All Members of Council
Carol Oprea, Planning Commission Secretary

City of Strongsville

Memorandum

To: Ken Kraus, Law Director

CC: Mayor Thomas Perciak
Aimee Pientka, Clerk of Council

From: Lori Daley, Engineering

Date: January 14, 2015

Re: Rezoning Application
Ken Blum, Purchaser of Property
PPN 398-29-019
From LB to R-RS (Proposed Dunkin Donut)

Ken,

The legal description included in the Clerk of Council's January 14, 2015 memo regarding the above referenced parcel appears to accurately describe the area to be rezoned.

Please feel free to contact me with any questions.

Thank you.

CITY OF STRONGSVILLE
OFFICE OF THE COUNCIL

MEMORANDUM

TO: Planning Commission

FROM: Aimee Pientka, Clerk of Council

DATE: February 3, 2015

SUBJECT: Referral from Council: Ordinance No. 2015-021

At its regular meeting of February 2, 2015, City Council referred the following Ordinance to the Planning Commission for its report and recommendation thereon:

Ordinance No. 2015-021 by Mr. Maloney. AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE LOCATED AT 13621 ROYALTON ROAD (PPN 398-29-019) IN THE CITY OF STRONGSVILLE FROM LB (LOCAL BUSINESS) CLASSIFICATION TO R-RS (RESTAURANT-RECREATIONAL SERVICES) CLASSIFICATION, AND DECLARING AN EMERGENCY.

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

AKP
Attachment

MEMORANDUM

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

FROM: Carol Oprea, Administrative Assistant, Boards & Commissions

SUBJECT: Referrals to Council

DATE: February 13, 2015

Please be advised that at its meeting of February 12, 2015, the Strongsville Planning Commission gave Favorable Recommendation to the following;

ORDINANCE 2015-021

An Ordinance amending the Zoning Map of the City of Strongsville adopted by Section 1250.03 of Title Six, Part Twelve of the Codified Ordinances of Strongsville to change the zoning classification of certain real estate located on Royalton Road (PPN 398-29-019) in the City of Strongsville from LB (Local Business) Classification to R-RS (Restaurant-Recreational Services) Classification.

Also, at that same meeting the Planning Commission set for Public Hearing on February 26, 2015, the following;

ORDINANCE 2015-008

An Ordinance approving and adopting the 2015 Comprehensive Plan update for the City of Strongsville.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2015 – 057

By: Mr. Maloney

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN VACANT REAL ESTATE LOCATED ON WESTWOOD DRIVE (PPN 396-10-016) IN THE CITY OF STRONGSVILLE FROM GB (GENERAL BUSINESS) CLASSIFICATION TO R-RS (RESTAURANT-RECREATIONAL SERVICES) CLASSIFICATION, 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 the Zoning Map of the City of Strongsville, adopted by Section 1250.03 of Title Six, Part Twelve of the Codified Ordinances of Strongsville, be amended to change the zoning classification of certain vacant property located on Westwood Drive (PPN 396-10-016), in the City of Strongsville, from GB (General Business) classification to R-RS (Restaurant-Recreational Services) classification, which property is more fully described in Exhibit "A" and depicted in Exhibit "B," all attached hereto and incorporated herein by reference.

Section 2. That the Clerk of Council is hereby authorized to cause the necessary changes on the Zoning Map to be made in order to reflect the zoning change in classification as provided in this Ordinance.

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

Section 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to rezone such property in order to provide for the orderly development of lots and lands within the City, to afford the applicant an opportunity to submit plans and commence construction as weather permits, to enhance economic development within the City, and to conserve public funds. Therefore, provided this Ordinance receives the

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2015 - 057
Page 2

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

First reading: April 6, 2015 Referred to Planning Commission
Second reading: _____ April 7, 2015 _____
Third reading: _____ Approved: _____
Public Hearing: _____

President of Council
Approved: _____
Mayor

Date Passed: _____ Date Approved: _____

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

Attest: _____
Clerk of Council

ORD. No. 2015-057 Amended: _____
1st Rdg. 04-06-15 Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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



DONALD G. BOHNING & ASSOCIATES, INC.

CIVIL ENGINEERING & SURVEYING

7979 HUB PARKWAY • VALLEY VIEW, OHIO 44125 • (216) 642-1130

FAX • (216) 642-1132

PPN 396-10-016

DGB 4359-1

March, 2015

LEGAL DESCRIPTION

Situated in the City of Strongsville, County of Cuyahoga, and State of Ohio, and known as being part of Original Strongsville Township Lot 55, and bounded and described as follows:

Beginning at an iron pin monument found in the centerline of Pearl Road (U.S. 42), variable width, a its intersection with the centerline of Westwood Drive (West);

Thence North 00 degrees 28 minutes 05 seconds West along the centerline of Pearl Road, 5.47 feet to its intersection with the centerline of Westwood Drive, 60 feet wide;

Thence South 88 degrees 29 minutes 59 seconds East along the centerline of Westwood Drive (East), 271.79 feet to its intersection with the southerly prolongation of the westerly line of a parcel of land conveyed to Cameron-Allie Development Group, LLC by deed recorded s A.F.N. 201412290657 of Cuyahoga County Records;

Thence North 02 degrees 19 minutes 41 seconds East, 30.00 feet to its intersection with the northerly line of Westwood Drive (East), and the principal place of beginning of the parcel herein described, and from which point a 1 inch iron pipe found bears North 02 degrees 19 minutes 41 seconds East, 0.27 feet;

Thence North 02 degrees 19 minutes 41 seconds East along the westerly line of said line conveyed to Cameron-Allie Development Group, LLC, 158.89 feet to its intersection with the westerly line of a parcel of land conveyed to Strongsville Senior Associates Limited Partnership by deed recorded as A.F.N. 200310280195 of Cuyahoga County Records;

Thence South 88 degrees 29 minutes 59 seconds East along the southerly line of said land conveyed to Strongsville Senior Associates Limited Partnership, 97.80 feet to a 1/2 inch iron pin found and used;

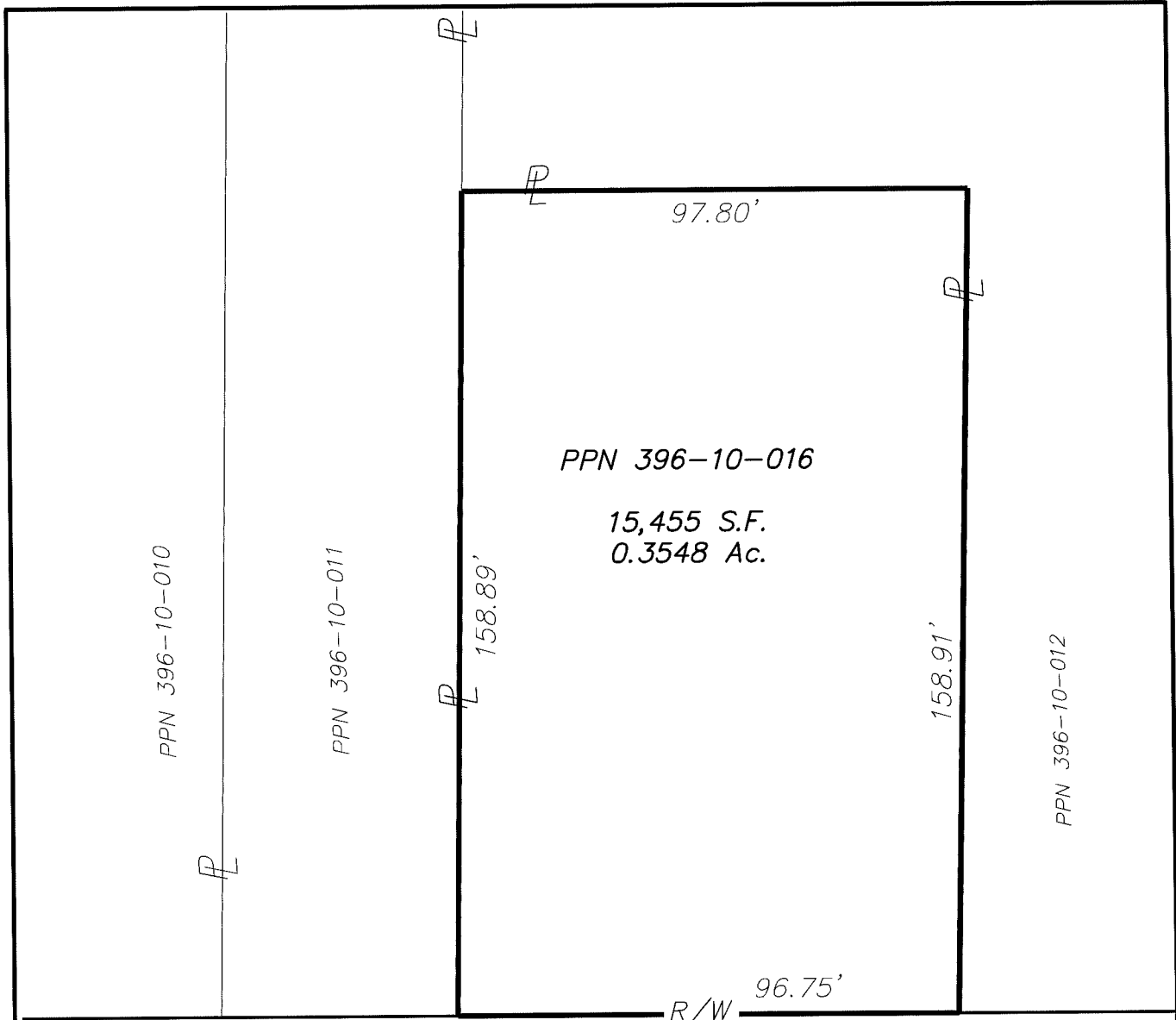
Thence South 02 degrees 42 minutes 21 seconds West along the westerly line of said land conveyed to Strongsville Senior Associates Limited Partnership, 158.91 feet to its intersection with the northerly line of Westwood Drive (East), and from which point a 1/2 inch iron pin found bears North 88 degrees 29 minutes 59 seconds West, 0.31 feet;

Thence North 88 degrees 29 minutes 59 seconds West along the northerly line of Westwood Drive (East), 96.75 feet to the principal place of beginning and containing 15,455 square feet or 0.3548 acres of land according to the survey by Donald G. Bohning & Associates, Inc. dated December, 2014.

The courses used in this description are referenced to an assumed meridian and are used to indicate angles only.

m:\adcadd\p\4359-s\documents\legal description ppn 396-10-016.doc

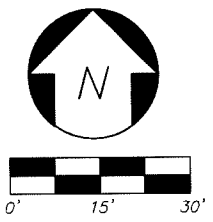
EXHIBIT A



WESTWOOD DRIVE (EAST) 60'

PARCEL EXHIBIT
 P.P.N. 396-10-016
 PART OF STRONGSVILLE TOWNSHIP LOT 55
 CITY OF STRONGSVILLE, OHIO

M:\adccadd\p\4359-S1\dwg\4359s1-Parcel\X.dwg 11/13/2014 6:01 AM



				DONALD G. BOHNING & ASSOCIATES, INC. CIVIL ENGINEERING & SURVEYING 7979 HUB PARKWAY • VALLEY VIEW, OHIO 44125 PHONE: (216) 642-1130 FAX: (216) 642-1132	
HORIZ. SCALE 1"=30'	DRN M.G.	CHK. G.M.	DATE NOV., 2014	1	1
DR. SCALE	FILE NO. 4359S1prclX	ORDER NO. 4359-S1			

EXHIBIT B

PETITION FOR ZONING CHANGE

Ordinance Number: 2015-057

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

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

Such change is necessary for the preservation and enjoyment of a substantial property right because: A Free standing ice cream shop is proposed AND such use would be a great catalyst to the Commons AND surrounding Amenities (Ball fields, Rec Center, library, etc).

Such change will not be materially detrimental to the public welfare nor to the property of other persons located in the vicinity because: The use will enhance the surrounding area, AND stimulate more activity for adjacent businesses + public Amenities.

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

1. None
2. _____
3. _____

THE PROPOSED USE OF THE PROPERTY IS: Ice Cream shop

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

Name: Nick Catanzarite

Address: 1301 E. 9th St, Suite 3500, Cleveland, OH 44114

Telephone Number: 216.781.1212

[Signature]
Signature of Owner(s)

State of Ohio)
County of Cuyahoga)

Sworn to and subscribed in my presence this 11 day of March, 2015.

NATHAN A. FELKER

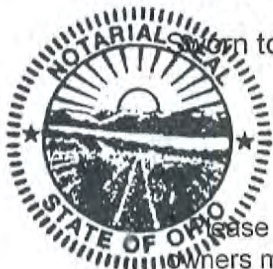
NOTARY PUBLIC, STATE OF OHIO

MY COMMISSION HAS NO

EXPIRATION DATE

My commission expires: _____

[Signature]
Notary Public



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

PROPERTY DESCRIPTION FORM

Ordinance Number: 2015-057

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

Address of Property: 1/2 Westwood Drive

Permanent Parcel No.: 396-10-016

The property is bounded by the following streets: (indicate direction; i.e., north, south, etc.) Westwood Drive to the South

Number and type of buildings which now occupy property (if any): Vacant

Acreage: 0.35 acres

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

Said deed restrictions (will) (have) expire(d) on: N/A

Said property is presently under lease or otherwise encumbered as follows: N/A

Owner(s)	Percent of Ownership:
1. <u>Cameron-Allie Development Group LLC</u>	<u>100%</u> %
2. _____	_____ %
3. _____	_____ %

N/A
Signature of Owner(s)

State of Ohio)
County of Cuyahoga)

Sworn to and subscribed to in my presence this 11 day of March, 2015.



NATHAN A. FELKER
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION HAS NO
EXPIRATION DATE
SECTION 147.03 O.R.C.

Nathan A. Felker
Notary Public

My commission expires _____

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

CITY OF STRONGSVILLE
OFFICE OF THE COUNCIL

MEMORANDUM

TO: Ken Mikula, City Engineer

FROM: Aimee Pientka, Clerk of Council

DATE: March 12, 2015

SUBJECT: Rezoning Application
Cameron-Allie Development Group, LLC, Owners;
Nick Catanzarite, Agent
PPNs 396-10-016
From GB to R-RS

Please check the legal description on the attached application for rezoning and, if correct, please forward to the Law Director so he may prepare legislation for Council to consider.

Thank you.

akp
Attachments

cc: Thomas P. Perciak, Mayor
Kenneth A. Kraus, Law Director
Daniel J. Kolick, Asst. Law Director
George Smerigan, City Planner
All Members of Council
Carol Oprea, Planning Commission Secretary

City of Strongsville

Memorandum

To: Ken Kraus, Law Director

CC: Mayor Thomas Perciak
Aimee Pientka, Clerk of Council

From: Lori Daley, Engineering

Date: March 19, 2015

Re: Rezoning Application
Cameron-Allie Development Group. LLC, Owners
Nick Catanzarite, Agent
PPN 396-10-016
From GB to R-RS

Ken,

The legal description included in the Clerk of Council's March 12, 2015 memo regarding the above referenced parcel appears to accurately describe the area to be rezoned.

Please note, additional legal descriptions were included in the applicant's packet that are not part of the rezoning request. The attached legal, also found in the application, is the legal description that accurately describes the parcel to be rezoned.

Please feel free to contact me with any questions.

Thank you.

CITY OF STRONGSVILLE
OFFICE OF THE COUNCIL

MEMORANDUM

TO: Planning Commission

FROM: Tiffany Mekeel, Assistant Clerk of Council

DATE: April 7, 2015

SUBJECT: Referral from Council: Ordinance No. 2015-057

At its regular meeting of April 6, 2015, City Council referred the following Ordinance to the Planning Commission for its report and recommendation thereon:

Ordinance No. 2015-057 by Mr. Maloney. AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN VACANT REAL ESTATE LOCATED ON WESTWOOD DRIVE (PPN 396-10-016) IN THE CITY OF STRONGSVILLE FROM GB (GENERAL BUSINESS) CLASSIFICATION TO R-RS (RESTAURANT-RECREATIONAL SERVICES) CLASSIFICATION, AND DECLARING AN EMERGENCY.

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

TAM
Attachment

MEMORANDUM

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

FROM: Carol Oprea, Administrative Assistant, Boards & Commissions

SUBJECT: Referrals to Council

DATE: April 10, 2015

Please be advised that at its meeting of April 9, 2015, the Strongsville Planning Commission gave Favorable Recommendation to the following;

ORDINANCE 2015-057:

An Ordinance amending the Zoning Map of the City of Strongsville adopted by Section 1250.03 of Title Six, Part Twelve of the Codified Ordinances of Strongsville to change the Zoning Classification of certain vacant real estate located on Westwood Drive (PPN 396-10-016) in the City of Strongsville from GB (General Business) Classification to R-RS (Restaurant-Recreational Service) Classification, and Declaring an Emergency.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2015 – 074

By: Mr. Maloney

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

WHEREAS, the City has advertised and received bids for improvements to various streets in the City of Strongsville in connection with the Pavement Reconstruction Program for 2015-Phase II; 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 **FABRIZI TRUCKING & PAVING CO., INC.**, for improvements to various streets in the City of Strongsville, in connection with the Pavement Reconstruction Program for 2015-Phase II, 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 \$1,324,950.00 for improvements to various streets in the City of Strongsville, in connection with the Pavement Reconstruction Program for 2015-Phase II, 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.

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.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2015 – 074
Page 2

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 various 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. 2015-074 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2015 – 075

By: Mr. Maloney

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR REMOVAL AND REPLACEMENT OF ASPHALT PAVEMENT ON VARIOUS STREETS IN THE CITY OF STRONGSVILLE, IN CONNECTION WITH THE ASPHALT STREET PROGRAM FOR 2015, AND DECLARING AN EMERGENCY.

WHEREAS, the City has advertised and received bids for removal and replacement of asphalt pavement, installation of new 448 asphalt intermediate course and new 448 asphalt surface course on various streets in the City of Strongsville, in connection with the Asphalt Street Program for 2015; 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 **CHAGRIN VALLEY PAVING, INC.**, for removal and replacement of asphalt pavement, installation of new 448 asphalt intermediate course and new 448 asphalt surface course on various streets in the City of Strongsville, in connection with the Asphalt Street Program for 2015, 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 \$626,342.60 for removal and replacement of asphalt pavement, installation of new 448 asphalt intermediate course and new 448 asphalt surface course on various streets in the City of Strongsville, in connection with the Asphalt Street Program for 2015, 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.

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

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2015 – 076

By: Mayor Perciak and Mr. Maloney

A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS FOR THE 2015 WEST 130th PUMP STATION PROJECT.

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

Section 1. That the Mayor be and is hereby authorized to advertise for bids for the 2015 West 130th Pump Station Project, which consists of the removal and replacement of a sanitary sewer pump station and all appurtenances, in accordance with plans and specifications on file in the office of the City Engineer, which are, in all respects, hereby approved.

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

Section 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council; and that all deliberations of 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. 2015-076 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2015 - 077

By: Mr. Carbone

A RESOLUTION GRANTING PERMISSION TO REPURCHASE CERTAIN CERTIFICATES FOR BURIAL RIGHTS IN THE STRONGSVILLE MUNICIPAL CEMETERY. [Rae-Kucinich]

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

Section 1. That pursuant to Codified Ordinance Section 1060.09, and due to changes occurring in the wishes of certificate holders for family burial arrangements, this Council hereby authorizes the repurchase of certificates for burial rights in the Strongsville Municipal Cemetery for Grave A, in Lot 88 of Section F and Grave H, in Lot 96 of Section F, from Mildred Rae and Denise Kucinich, by the City of Strongsville at the same prices that were originally paid therefor.

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

Section 4. That this Resolution shall take effect and be in force from and after its 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. 2015-077 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2015 - 079

By: Mr. Carbone

A RESOLUTION GRANTING PERMISSION TO REPURCHASE CERTAIN CERTIFICATES FOR BURIAL RIGHTS IN THE STRONGSVILLE MUNICIPAL CEMETERY. [Rae-Vanderwyst]

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

Section 1. That pursuant to Codified Ordinance Section 1060.09, and due to changes occurring in the wishes of certificate holders for family burial arrangements, this Council hereby authorizes the repurchase of certificates for burial rights in the Strongsville Municipal Cemetery for Grave B, in Lot 96 of Section F and Grave E, in Lot 97 of Section F, from Mildred Rae and Cheryl Vanderwyst, by the City of Strongsville at the same prices that were originally paid therefor.

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

Section 4. That this Resolution shall take effect and be in force from and after its 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. 2015-079 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2015 - 080

By: Mr. Carbone

A RESOLUTION GRANTING PERMISSION TO REPURCHASE CERTAIN CERTIFICATES FOR BURIAL RIGHTS IN THE STRONGSVILLE MUNICIPAL CEMETERY. [Rae-Miciunas]

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

Section 1. That pursuant to Codified Ordinance Section 1060.09, and due to changes occurring in the wishes of certificate holders for family burial arrangements, this Council hereby authorizes the repurchase of certificates for burial rights in the Strongsville Municipal Cemetery for Grave B, in Lot 89 of Section F; Grave D, in Lot 96 of Section F; and Grave G, in Lot 97 of Section F, all from Mildred Rae and Arleen Miciunas, by the City of Strongsville at the same prices that were originally paid therefor.

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

Section 4. That this Resolution shall take effect and be in force from and after its 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. 2015-080 Amended: _____

1st Rdg. _____ Ref: _____

2nd Rdg. _____ Ref: _____

3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____

Adopted: _____ Defeated: _____

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2015 – 081

By: Mayor Perciak and Mr. Dooner

**A RESOLUTION ADOPTING ALTERNATIVE TAX
BUDGET INFORMATION FOR THE CITY OF
STRONGSVILLE, OHIO FOR FISCAL YEAR 2016, AND
DECLARING AN EMERGENCY.**

WHEREAS, pursuant to section 5705.281 of the Ohio Revised Code, the Cuyahoga County Budget Commission has waived the requirement that the City of Strongsville adopt a tax budget as provided under Sections 5705.28 and 5705.30 of the Revised Code, and has required the City of Strongsville to provide alternative tax budget information in order for the Commission to perform its duties under law; and

WHEREAS, the Mayor and Director of Finance, therefore, have prepared alternative tax budget information for the City of Strongsville, Ohio, for the fiscal year beginning January 1, 2016; including a Division of Taxes Levied setting forth levies inside and outside the 10 Mill limitation, inclusive of debt levies; a Statement of Fund Activity; Unvoted General Obligation Debt; Voted Debt Outside of the 10 Mill Limit; and Schedule of Interfund Transfers, all for submission to the Cuyahoga County Budget Commission and Cuyahoga County Fiscal Officer;

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

Section 1. That the alternative tax budget information for the City of Strongsville, Ohio, for the fiscal year commencing January 1, 2016, heretofore prepared by the Mayor of this City and submitted to this Council, a copy of which is attached hereto as Exhibit "A" and made a part hereof as if fully rewritten herein, be and the same is hereby ratified, approved, confirmed and adopted as the official alternative tax budget information of the City of Strongsville for the fiscal year beginning January 1, 2016 and ending December 31, 2016 for submission to the Cuyahoga County Budget Commission and Cuyahoga County Fiscal Officer.

Section 2. That the Clerk of Council be and is hereby authorized and directed to promptly certify and transmit a copy of said alternative tax budget information and a copy of this Resolution to the Cuyahoga County Budget Commission and Cuyahoga County Fiscal Officer.

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

CITY OF STRONGSVILLE, OHIO
 RESOLUTION NO. 2015 - 081
 Page 2

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 in order to comply with all state, county and local requirements concerning tax budgets. 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. 2015-081 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

ALTERNATIVE TAX BUDGET INFORMATION

Political Subdivision/Taxing Unit CITY OF STRONGSVILLE

For the Fiscal Year Commencing January 1, 2016

Fiscal Officer Signature [Signature]

Date April 10, 2015

COUNTY OF CUYAHOGA

Background

Substitute House Bill No. 129 (HB129) effective June 3, 2002, was enacted by the 124th General Assembly in part to allow a county budget commission to waive the requirement that a taxing authority adopt a tax budget for a political subdivision or other taxing unit, pursuant to Ohio Revised Code (ORC) Section 5705.281.

Ohio Revised Code Section 5705.281

Under the amended version of this section pursuant to HB 129, a county budget commission, by an affirmative vote of a majority of the commission, including an affirmative vote by the county auditor, may waive the tax budget for any subdivision or other taxing unit. However, the commission may require the taxing authority to provide any information needed by the commission to perform its duties, including the division of the tax rates as provided under ORC Section 5705.04.

County Budget Commission Duties

The county budget commission must still certify tax rates to each subdivision or other taxing unit, by March 1 for school districts and by September 1 for all other taxing authorities under ORC Section 5705.35, even when a tax budget is waived. Also, the commission is still required to issue an official certificate of estimated resources under ORC Section 5705.35 and amended official certificates of estimated resources under ORC Section 5705.36.

Therefore, when a budget commission is setting tax rates based on a taxing unit's need, for purposes of ORC Sections 5705.32, 5705.34, and 5705.341, its determination must be based on that other information the commission asked the taxing authority to provide under ORC Section 5705.281, when the tax budget was waived. Also, an official certificate must be based on that other information the commission asked the taxing authority to provide.

County Budget Commission Action

On October 11, 2002 during the Cuyahoga County Budget Commission meeting, the commission with an affirmative vote of all members waived the requirement for taxing authorities of subdivisions or other taxing units (Including Schools) to adopt a tax budget as provided under ORC Section 5705.281,

Alternative Tax Budget Information Filing Deadline

For all political subdivisions excluding school districts, the fiscal officer must file one copy of this document with the County Fiscal Officer on or before July 20th. For school districts the fiscal officer must file one copy of this document with the County Fiscal Officer on or before January 20th.

GUIDELINES FOR COMPLETING THE ALTERNATIVE TAX BUDGET INFORMATION

SCHEDULE 1

The general purpose of schedule 1 is to meet the requirement of Ohio Revised Code (ORC) Section 5705.04 which requires the taxing authority of each subdivision to divide the taxes levied into separate levies. For help use the schedule B issued by the budget commission for the current year and add any new levies.

In column 1 list only those individual funds which are requesting general property tax revenue. In column 2 purpose refers to the following terms, inside, current expenses, and special levy for example. In column 4 levy type refers to renewal, additional, and replacement for example. In column 9 identify the amount of general property tax you wish to request.

NOTE:

The general purpose of column 9 is to demonstrate the need to produce property tax revenues to cover the estimated expenditures for the budget year. ORC Section 5705.341 states in part;

"Nothing in this section or any section of the ORC shall permit or require the levying of any rate of taxation, whether within the 10 mill limitation or whether the levy has been approved by the electors, the political subdivision or the charter of a municipal corporation in excess of such 10 mill limitation, unless such rate of taxation for the ensuing fiscal year is clearly required by a budget properly and lawfully, adopted under this chapter or by other information required per ORC 5705.281."

Property tax revenue includes real estate taxes, personal property taxes, homestead and rollback.

SCHEDULE 2

The general purpose of schedule 2 is to produce an Official Certificate of Estimated Resources for all funds.

In column 3, total estimated receipts should include all revenues plus transfers in. All taxing authorities, except school districts, must submit a list of all tax transfers.

SCHEDULE 3

The general purpose of schedule 3 is to provide inside/charter millage for debt service. The basic security for payment of general obligation debt is the requirement of the levy of ad valorem property taxes within the 10 mill limitation imposed by Ohio law. Ohio law requires a levy and collection of ad valorem property tax to pay debt service on general obligation debt as it becomes due, unless that debt service is paid from other sources.

SCHEDULE 4

The general purpose of schedule 4 is to provide for the proper amount of millage to cover debt service requirements on voted bond issues. Major capital improvement projects are sometimes financed through the use of voted bonds. The taxing authority seeks voter approval of general obligation bonds and of the levy of property taxes outside the indirect debt limitation in whatever amount is necessary to pay debt service on those bonds.

SCHEDULE 5

The general purpose of schedule 5 is to properly account for tax anticipation notes. See schedule 5 for more details.

City of Strongsville, Cuyahoga County, Ohio
DIVISION OF TAXES LEVIED
For the Year Ending December 31, 2016

(Levies Inside & Outside 10 Mill Limitation, Inclusive of Debt Levies)
(List All Levies Of The Taxing Authority)

Schedule 1

I	II	III	IV	V	VI	VII	VIII	IX
Fund	Purpose	Authorized By Voters On MM/DD/YY	Levy Type	Number of Years Levy To Run	Tax Year Begins/Ends	Collection Year Begins/Ends	Maximum Rate Authorized	\$ AMOUNT Requested of Budget Commission
General Fund								
General Fund	Current Expense	05/06/14	Renewal	5	2014 - 2018	2015 - 2019	1.5	\$ 534,200
Special Revenue Funds								
Fire Levy Fund	Current Expense	05/05/09	Renewal	continuing	continuing	continuing	2.0	\$ 2,871,000
Fire Levy Fund	Current Expense	11/06/12	Renewal	5	2013 - 2017	2014 - 2018	1.5	\$ 2,229,000
Drainage Levy Fund	Drainage	11/06/12	Replace	5	2013 - 2017	2014 - 2018	0.4	\$ 585,000
SW Hospital Fund	SW Hospital	11/04/14	Renewal	5	2015 - 2019	2016 - 2020	1.0	\$ 350,000
Police Pension Fund	Inside Millage						0.3	\$ 445,000
Fire Pension Fund	Inside Millage						0.3	\$ 445,000
Total Special Revenue Funds							5.5	\$ 6,925,000
Debt Service Funds								
General Bond Retirement	Inside Millage						2.3	\$ 3,400,000
Total Debt Service Funds							2.3	\$ 3,400,000
Totals							9.3	\$ 10,859,200

City of Strongsville, Cuyahoga County, Ohio
STATEMENT OF FUND ACTIVITY
 For the Year Ending December 31, 2016

Schedule 2

(List All Funds Individually)

I Fund By Type	II Beginning Estimated Unencumbered Fund Balance	III Property Taxes and Local Government Fund Revenue	III Other Source Receipts	IV Total Resources Available For Expenditures	V Total Estimated Expenditures and Encumbrances	VI Ending Estimated Unencum- bered Balance
General Fund	\$ 8,287,694.74	\$ 908,175.00	\$ 33,277,500.00	\$ 42,473,369.74	\$ 34,579,100.00	\$ 7,894,269.74
Special Revenue Fund Group						
Police Pension	\$ 108,800.12	\$ 445,000.00	\$ 840,000.00	\$ 1,393,800.12	\$ 1,240,100.00	\$ 153,700.12
Street Maintenance & Construction	\$ 2,559,026.76	\$ -	\$ 8,618,000.00	\$ 11,177,026.76	\$ 9,142,300.00	\$ 2,034,726.76
State Highway Maintenance	\$ 217,464.90	\$ -	\$ 140,600.00	\$ 358,064.90	\$ 150,000.00	\$ 208,064.90
Motor Vehicle Levy	\$ 249,751.96	\$ -	\$ 330,800.00	\$ 580,551.96	\$ 300,000.00	\$ 280,551.96
Emergency Vehicle	\$ 874,156.34	\$ -	\$ 855,000.00	\$ 1,729,156.34	\$ 641,000.00	\$ 1,088,156.34
Fire Levy	\$ 1,483,147.13	\$ 5,100,000.00	\$ 2,667,400.00	\$ 9,250,547.13	\$ 8,205,100.00	\$ 1,045,447.13
Fire Pension	\$ 41,054.04	\$ 445,000.00	\$ 1,000,000.00	\$ 1,486,054.04	\$ 1,372,000.00	\$ 114,054.04
Clerk of Court	\$ 167,880.12	\$ -	\$ 15,000.00	\$ 182,880.12	\$ 35,000.00	\$ 147,880.12
Drainage Levy	\$ 349,567.92	\$ 585,000.00	\$ -	\$ 934,567.92	\$ 500,000.00	\$ 434,567.92
Multi-Purpose Complex	\$ 75,044.38	\$ -	\$ 5,081,900.00	\$ 5,156,944.38	\$ 5,020,600.00	\$ 136,344.38
SW General Hospital	\$ -	\$ 350,000.00	\$ -	\$ 350,000.00	\$ 346,000.00	\$ 4,000.00
Law Enforcement Federal Seizure	\$ 7,360.42	\$ -	\$ 1,000.00	\$ 8,360.42	\$ 2,000.00	\$ 6,360.42
Law Enforcement State Seizure	\$ 25,032.71	\$ -	\$ 3,000.00	\$ 28,032.71	\$ 2,000.00	\$ 26,032.71
Law Enforcement Mandatory Drug Fine	\$ 1,076.57	\$ -	\$ 400.00	\$ 1,476.57	\$ 400.00	\$ 1,076.57
Law Enforcement DUI/DWI	\$ 12,645.97	\$ -	\$ 2,000.00	\$ 14,645.97	\$ 10,000.00	\$ 4,645.97
Tree Maintenance	\$ 175,031.77	\$ -	\$ 50,000.00	\$ 225,031.77	\$ 100,000.00	\$ 125,031.77
Community Diversion	\$ 1,832.58	\$ -	\$ 12,400.00	\$ 14,232.58	\$ 11,700.00	\$ 2,532.58
Earned Benefits	\$ 1,988,403.60	\$ -	\$ 200,000.00	\$ 2,188,403.60	\$ 400,000.00	\$ 1,788,403.60
Total Special Revenue Funds	\$ 8,337,277.29	\$ 6,925,000.00	\$ 19,817,500.00	\$ 35,079,777.29	\$ 27,478,200.00	\$ 7,601,577.29
Debt Service Fund Group						
General Bond Retirement	\$ 1,364,322.01	\$ 3,400,000.00	\$ 263,300.00	\$ 5,027,622.01	\$ 3,574,745.00	\$ 1,452,877.01
Pearl Road TIF # 1	\$ 29,041.83	\$ -	\$ 1,582,000.00	\$ 1,611,041.83	\$ 1,535,500.00	\$ 75,541.83
Route 82 TIF	\$ 64,674.03	\$ -	\$ 186,300.00	\$ 250,974.03	\$ 222,687.50	\$ 28,286.53
Pearl Road TIF # 2	\$ 79,043.89	\$ -	\$ 22,000.00	\$ 101,043.89	\$ 75,937.50	\$ 25,106.39
Pearl Road TIF # 3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Debt Service Funds	\$ 1,537,081.76	\$ 3,400,000.00	\$ 2,053,600.00	\$ 6,990,681.76	\$ 5,408,870.00	\$ 1,581,811.76
Capital Project Fund Group						
Recreation Capital Improvement	\$ 73,623.51	\$ -	\$ 40,000.00	\$ 113,623.51	\$ 50,000.00	\$ 63,623.51
General Capital Improvement	\$ 2,039,504.22	\$ -	\$ 1,542,100.00	\$ 3,581,604.22	\$ 2,035,000.00	\$ 1,546,604.22
Total Capital Project Funds	\$ 2,113,127.73	\$ -	\$ 1,582,100.00	\$ 3,695,227.73	\$ 2,085,000.00	\$ 1,610,227.73

City of Strongsville, Cuyahoga County, Ohio
 STATEMENT OF FUND ACTIVITY
 For the Year Ending December 31, 2016

Schedule 2

(List All Funds Individually)

I	II	III	III	III	IV	V	VI
Fund By Type	Beginning Estimated Unencumbered Fund Balance	Property Taxes and Local Government Fund Revenue	Other Source Receipts	Total Resources Available For Expenditures	Total Estimated Expenditures and Encumbrances	Ending Estimated Unencumbered Balance	
<u>Enterprise Fund Group</u>							
Sanitary Sewer	\$ 4,543,588.25	\$ -	\$ 6,101,400.00	\$ 10,644,988.25	\$ 6,010,235.00	\$ 4,634,753.25	
<u>Internal Service Fund Group</u>							
Worker's Compensation Reserve	\$ 1,384,880.38	\$ -	\$ 256,100.00	\$ 1,640,980.38	\$ 620,000.00	\$ 1,020,980.38	
TOTAL ALL FUNDS	\$ 26,203,650.15	\$ 11,233,175.00	\$ 63,088,200.00	\$ 100,525,025.15	\$ 76,181,405.00	\$ 24,343,620.15	

**City of Strongsville, Cuyahoga County, Ohio
Tax Budget
For the Year Ending December 31, 2016**

UNVOTED GENERAL OBLIGATION DEBT

(Include General Obligation Debt To Be Paid From Inside/Charter Millage Only)
(Do Not Include Special Obligation Bonds & Revenue Bonds)

Schedule 3

I Purpose of Bonds or Notes	II Date of Issue	III Final Maturity Date	IV Principal Amount Outstanding At The Beginning Of The Year	V Amount Required To Meet Budget Year Principal & Interest Payments	VI Amount Receivable From Other Sources To Meet Debt Payments
General Purpose Various Improvement Bonds 2006 Issue	14-Sep-06	1-Dec-23	\$2,850,000	\$617,125	\$0
General Purpose Various Improvement Bonds 2009 Issue	13-May-09	1-Dec-34	\$16,160,000	\$803,094	\$0
General Purpose Various Improvement Bonds 2009 Issue (TIF)	8-Dec-09	1-Dec-29	\$6,690,000	\$614,125	\$614,125
General Purpose Various Improvement Bonds 2011 Issue	6-Sep-11	1-Dec-21	\$7,055,000	\$1,293,938	\$0
General Purpose Various Improvement Bonds 2014 Issue	1-Apr-14	1-Dec-26	\$9,160,000	\$561,000	\$0
Totals			\$41,915,000	\$3,889,282	\$614,125

City of Strongsville, Cuyahoga County, Ohio
Tax Budget

For the Year Ending December 31, 2016

SCHEDULE OF INTERFUND TRANSFERS

Supplemental Schedule

From	Amount	To
Transfers		
General Fund	\$3,370,000	Street Construction, Maintenance & Repair Special Revenue Fund
General Fund	\$2,665,000	Fire Levy Special Revenue Fund
General Fund	\$1,900,000	Multi-Purpose Special Revenue Fund
General Fund	\$840,000	Police Pension Special Revenue Fund
General Fund	\$1,000,000	Fire Pension Special Revenue Fund
General Fund	\$200,000	Earned Benefits Special Revenue Fund
General Fund	\$127,800	General Bond Retirement Fund
General Fund	\$800,000	General Capital Improvement Fund

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2015 – 082

By: Mr. Schonhut

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A NEW INDEPENDENT CONTRACTOR AGREEMENT WITH HERSCHMAN ARCHITECTS, INC. FOR PROFESSIONAL ARCHITECTURAL SERVICES IN CONNECTION WITH THE BUILDING CODE OF THE CITY OF STRONGSVILLE AND THE OHIO BUILDING CODE, AND DECLARING AN EMERGENCY.

WHEREAS, the Building Department of the City is a Certified Building Department pursuant to the rules and regulations for Certification of the Ohio Board of Building Standards to accept, examine, approve and inspect plans and specifications and construction of buildings and structures regulated by the Ohio Building Code; and

WHEREAS, the City has and will continue to have in its employ full-time personnel meeting the specific requirements of the Board of Building Standards to enforce the provisions of the Ohio Building Code for approval of plans and specifications; and

WHEREAS, the City is desirous of contracting for the independent contractor services of qualified Certified Plans Examiners to enforce the provisions of the Ohio Building Code relating to approval of plans and specifications, in order to assist the Building Department.

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

Section 1. That the Mayor be and is hereby authorized and directed to enter into a new Independent Contractor Agreement for the year 2015 and thereafter through March 31, 2016, with **HERSCHMAN ARCHITECTS, INC.** to provide for the personal services of **DAVID SCHERRY**, an Ohio Certified Plans Examiner, in the nature of plans examination services in connection with the Building Code of the City of Strongsville and the Ohio Building Code, in the form attached hereto as Exhibit A.

Section 2. That the funds for the purpose of said contract have been appropriated and shall be paid from the General Fund.

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

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2015 – 082
Page 2

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

Section 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to enter into said contract in order to assist the Building Department in carrying out the provisions of the Ohio Building Code, to provide more efficient plans review and to thereby facilitate various projects within the City. 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. 2015-082 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

**INDEPENDENT CONTRACTOR AGREEMENT
FOR PLANS EXAMINER SERVICES**

THIS AGREEMENT, by and between the **CITY OF STRONGSVILLE**, located at 16099 Foltz Parkway, Strongsville, Ohio 44149, hereinafter called the "City", and **Herschman Architects Inc.**, located at **25001 Emery Road #400, Cleveland, Ohio 44128** hereinafter called the "Consultant", with **David Scherry being the Ohio Certified Plans Examiner**.

WHEREAS, the Building Department of the City is a Certified Building Department pursuant to the rules and regulations for Certification of the Ohio Board of Building Standards to accept, examine, approve and inspect plans and specifications and constructions of buildings and structures regulated by the Ohio Building Code; and

WHEREAS, the City has and will continue to have in its employ full-time personnel meeting the specific requirements of the Board of Building Standards to enforce the provisions of the Ohio Building Code for approval of plans and specifications; and

WHEREAS, the City is desirous of contracting for qualified Assistant Certified Plans Examiners to enforce the provisions of the Ohio Building Code relating to approval of plans and specifications in order to assist its full-time personnel in performing their normal plans examining duties; and

WHEREAS, by and through Ordinance No. 2015-____, the Council of the City of Strongsville authorized the Mayor to enter into a contract for professional architectural services in connection with the Building Code of the City;

NOW, THEREFORE, in consideration of these premises and the mutual covenants hereinafter set forth, it is agreed as follows:

SECTION I - SCOPE OF SERVICES

Upon request of the Building Commissioner, the Consultant agrees to provide to the City, on a priority basis, professional services as a certified plans examiner to review and examine construction documents submitted to the Building Department of the City to determine compliance with the Ohio Building Code and pursuant to the provisions of the Ohio Administrative Code throughout the duration of this Agreement.

SECTION II - TERM OF AGREEMENT

“The term of this Agreement shall commence retroactive to January 1, 2015, and shall terminate on the 31st day of March, 2016, unless extended by the parties.”

SECTION III - PAYMENT

The City agrees to pay the Consultant plan review fees based upon the State fee structure utilizing the Building Valuation Data method as published by the International Code Council Building Safety Journal. **The maximum TOTAL review fees paid per project shall not exceed 12% of the calculated "Building Permit Fee" established through formulary adopted within the Strongsville Codified Ordinances. In no case will the hourly rate charged exceed \$120.00 per hour.** Invoices setting forth these charges shall be submitted as accrued on a regular basis. The Consultant will be fully and solely responsible for his payment of all taxes and other charges on his compensation as required by federal, state or local law, including but not limited to all City of Strongsville municipal income taxes.

SECTION IV - AGENCY

It is expressly understood and agreed that in the performance of services under this Agreement, Consultant shall act as agent of the City for purposes of certifying various plans review in accordance with State law. However, in every other respect, the Consultant will be an independent contractor and neither party shall be deemed a servant, employee or representative of the other.

SECTION V - PLANS AND DOCUMENTS

All applications, construction documents, reports, design notes, inspection records and all other documents submitted to or prepared by the City, its employees and the Consultant, which are in the possession of the Consultant, shall be and remain public records of the City and shall be furnished or returned to the Building Department immediately upon request of the Building Commissioner.

SECTION VI - SUSPENSION OR TERMINATION OF PERFORMANCE

The Mayor may at any time, and for any reason, direct Consultant to stop work under this Agreement for any period of time. Such direction shall be in writing and shall specify the period during which work shall be stopped. Consultant shall resume work upon the date specified in such direction, or upon such other date as the Mayor may thereafter specify in writing.

The Mayor may at any time, and for any reason, terminate this Agreement by written notice to Consultant specifying the termination date, which shall not be less than seven (7) days from the date such notice is given. In the event of such termination, Consultant shall be paid such amount as shall compensate him for the portion of the work satisfactorily performed prior to the termination date. Such amount shall be subject to approval by the Mayor. Termination under this section shall not give rise to any claim against the Mayor or the City for damages or for the compensation in addition to that provided hereunder.

SECTION VII - PERSONAL SERVICES OF CONSULTANT

It is the intent of this Agreement to secure the personal services of Consultant. Failure of Consultant for any reason to make such personal service available to the City to the extent necessary to perform the services required skillfully and promptly shall be grounds for termination of this Agreement.

SECTION VIII - ASSIGNMENT

Consultant shall not assign, transfer, convey, pledge, sublet or otherwise dispose of this Agreement without the prior written consent of the Mayor and Council, if required by law.

SECTION IX - TIME OF PERFORMANCE

The work to be performed under this Agreement shall commence promptly and shall be pursued diligently and completed promptly and within the time parameters established for the performance of such work in the applicable provisions of the Ohio Building Code and in accordance with requests of the City's Building Commissioner. Time is of the essence in the performance of all phases of this Agreement.

SECTION X - AUDIT AND REVISION

This Agreement and all payments hereunder shall be subject to audit and revision by the Mayor and the Director of Finance, or their designated representatives.

SECTION XI - FUNDING SOURCE

All payments shall be paid by the City out of such monies as may be reserved by the Director of Finance of the City for the purposes herein provided. The Mayor and any other person or agency duly authorized to act for and on behalf of the City shall not by virtue of such authority or action be liable in any manner whatsoever to Consultant.

SECTION XII - INSURANCE

Consultant will secure and maintain during the life of this Agreement the following insurance, limits and conditions:

Comprehensive General Liability coverage including personal injury coverage and contractual liability coverage with minimum limits of \$1,000,000.00, respectively.

Comprehensive Automobile Liability coverage including, nonowned, and hired coverage. The minimum limits shall be \$500,000.00 for bodily injury and \$250,000 for property damage liability.

Professional Liability Insurance in the amount of \$500,000.00 as the minimum limit to cover sums which Consultant shall become legally obligated to pay as damages by reason of any negligent act, error or omission committed or alleged to have been committed by Consultant or any person or organization for whom Consultant is legally liable.

Compliance with the Ohio Workers' Compensation Act and Ohio Unemployment Compensation law for all employees engaged in work under this Agreement.

All required insurances shall be maintained with responsible insurance carriers qualified to do business in the State of Ohio and approved by the State Superintendent of Insurance. As soon as practical upon execution of this Agreement and before commencing any performance hereunder, Consultant shall deposit, with the Mayor, the original policies or insurance, or certificates therefore, bearing notations or accompanied by other evidence satisfactory to the Mayor of the payment of premiums and thereafter not less than ten (10) days before the expiration dates of the expiring policies.

SECTION XIII - AMENDMENTS

Amendments, modifications, or changes to this Agreement shall not be effective unless in writing and approved by the Mayor and, when required by law, the Council.

SECTION XIV - NOTICES

Except as otherwise provided herein, any notice, approval, acceptance, request, bill, demand or statement hereunder from either party to the other shall be in writing and shall be deemed to have been given when either delivered personally or deposited in a U.S. mailbox in a postage-prepaid envelope, addressed to the other party. Either party may at any time change such address by delivering or mailing, as aforesaid, to the other party a notice stating the change and the changed address.

SECTION XV - CONFLICT OF INTEREST/DISCLOSURE

Consultant covenants that he has no interest, nor shall he acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of this Agreement.

The Consultant affirms that Consultant has not agreed to make any valuable gift whether in the form of service, loan, thing or promise to any person or any of his/her immediate family, having the duty to recommend, the right to vote upon, or any other direct influence on the selection of consultants to provide plans review services to the City. A voluntary campaign contribution made pursuant to law shall not be considered as a valuable gift for the purpose of this Agreement.

SECTION XVI - DISCRIMINATION PROHIBITED

In performing the services required under this Agreement, the Consultant shall not discriminate against any person on the basis of gender, race, color, religion, national origin or ancestry, age or physical handicap.

SECTION XVII - EXTENT OF AGREEMENT

This Agreement represents the entire and integrated Agreement between the City and the Consultant, and supersedes any and all prior negotiations, representations or agreements, either written or oral. It shall not be changed, amended, or modified without the prior written approval of both parties hereto, including the City's Mayor and when required by law, the Council.

SECTION XVIII - EFFECTIVE AND BINDING

This Agreement shall not become effective or binding upon the City unless and until the Council shall have authorized the Mayor to execute the same, thereafter the Director of Finance of the City shall have endorsed hereon his certificate of availability of funds applicable to this Agreement. Evidence of said authorization and certification of funds shall be issued to Consultant by the City before Consultant will proceed with the work.

SECTION XIX - CAPTIONS AND HEADNOTES

The captions or head notes on articles or sections of this Agreement, and marginal notes are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Agreement nor in any way affect the Agreement.

IN WITNESS WHEREOF, the parties hereunto set forth their hand this 27 day of March, 2015.

Signed in the presence of:

Paralel Anderson CFO

CONSULTANT

Paul J. Schrey
Herschman Architects INC

CITY OF STRONGSVILLE, OHIO

Thomas P. Perciak, Mayor

CERTIFICATE OF LAW DIRECTOR

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

Law Director

CERTIFICATION OF FUNDS

It is hereby certified that the amount required to meet the obligations of this Agreement in the fiscal year in which the Agreement has been made has been lawfully appropriated for the purposes of the agreement and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances, obligations or certificates now outstanding.

Date


Director of Finance

**CERTIFICATION AND REPRESENTATIONS
IN ACCORDANCE WITH O.R.C. §3517.13 (As Amended)**

In accordance with the provisions of Ohio Revised Code Section 3517.13 as amended, the undersigned vendor hereby certifies and represents to the City that it is in full compliance with the limitations and restrictions reflected in Ohio Revised Code §3517.13 as amended; and further that neither it nor any of the following have during the past two (2) years made individual contributions exceeding \$1,000.00 to any City officials or their campaign committees who have or would be involved in awarding the contract or purchase order being proposed or entered into: (i) an individual; or (ii) partner or owner of partnership or unincorporated association; (iii) shareholder of association; (iv) more than 20% shareholder if a corporation; (v) administrator of estate; (vi) executor of estate; (vii) trustee of trust or; (viii) spouse of any of the above.

The undersigned further understands and acknowledges that pursuant to law, the City can confirm and verify the above information; and that if any of these certifications or representations are false, then under the statute, said vendor will be prohibited under law and disqualified from being awarded a contract or purchase order by the City for goods or services exceeding \$500.00 in value during any calendar year.

**VENDOR: 6526
Herschman Architects Inc**

By: 
Title: CFO
Date: 3-27-15

Please have this *Certification* signed by a qualified representative of your company, and return the form to us as soon as possible to the following address:

**The City of Strongsville
Attn: Tina Ford - Finance Dept.
16099 Foltz Parkway
Strongsville, Oh 44149**

If you prefer, you can fax to 440-238-3001 Attn: Tina Ford or email to tina.ford@strongsville.org

City of Strongsville
16099 Foltz Parkway
Strongsville, Oh 44149-5598
440-580-3125 Phone
www.strongsville.org



Herschman Architects Inc
David Scherry
25001 Emery Road #400
Cleveland Oh 44128

Re: Political Contributions/Award of Public Contracts
Ohio Revised Code Section 3517.13 (As Amended)

Some years ago, the Ohio legislature passed House Bill 694 amending Ohio Revised Code (ORC) Section 3517.13 governing certain political contributions made by contractors/vendors doing business with public entities or seeking to do so. After subsequent amendments and case law, Sections (I) and (J) now require that certain contracts and purchase orders with City vendors for goods or services exceeding \$500.00 in value must contain a certification by the individual, partnership, corporation or other specified entity that the contractor/vendor and other related parties as defined within the statute are in compliance with the requirements of the law.

Since a review of our records indicates that amounts remitted to your company by the City and/or accounts payable for the year exceed the \$500.00 value, your company falls into this category. In order to comply with these statutory requirements, we therefore enclose a *Certification and Representation* form which the City of Strongsville now utilizes for such purposes.

Please have the enclosed *Certification* signed by a qualified representative of your company, and return the form to us as soon as possible to the following address:

The City of Strongsville
Attn: Tina Ford - Finance Dept.
16099 Foltz Parkway
Strongsville, Oh 44149

If you prefer, you can fax to 440-238-3001 Attn: Tina Ford or email to tina.ford@strongsville.org

Should you have any questions regarding this matter, please do not hesitate to contact me at 440/580/3132.
Thank you.

Cordially,

Tina M Ford

Accounting Supervisor



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/9/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The James B. Oswald Company 1100 Superior Avenue, Suite 1500 Cleveland OH 44114		CONTACT NAME: Patricia Cholewa PHONE (A/C No. Ext): 216-839-2807 FAX (A/C No.): E-MAIL ADDRESS: PCholewa@oswaldcompanies.com	
		INSURER(S) AFFORDING COVERAGE	
		NAIC #	
INSURED Herschman Architects, Inc. 25001 Emery Rd. #400 Cleveland OH 44128		INSURER A: Charter Oak Fire Insurance Co 25615 INSURER B: Phoenix Insurance Company 25623 INSURER C: Travelers Indemnity Company 25658 INSURER D: XL Specialty Insurance Co. 37885 INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1226372479

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> All Primary & <input checked="" type="checkbox"/> Non-Contributory GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC	Y	Y	6805256L183	10/7/2014	10/7/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> All Primary	Y	Y	BA5385L349	10/7/2014	10/7/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000	Y	Y	CUP9988Y96A	10/7/2014	10/7/2015	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 Excludes Professional \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	6805256L183	10/7/2014	10/7/2015	<input type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER OH Stop Gap E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liability Claims Made Retro Date: 1/1/1974	N	Y	DPR9720081	10/7/2014	10/7/2015	Each Claim \$2,000,000 Aggregate \$2,000,000 Pollution & Envir. Liab. Included

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured and Waiver of Subrogation as designated above is provided when required of the Named Insured by written contract or agreement.

CERTIFICATE HOLDER**CANCELLATION**

City of Strongsville 16099 Foltz Parkway Strongsville OH 44136	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – 083

By: Mr. Schonhutt

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A NEW INDEPENDENT CONTRACTOR AGREEMENT WITH ANTHONY BUMBALIS FOR PROFESSIONAL ARCHITECTURAL SERVICES IN CONNECTION WITH THE BUILDING CODE OF THE CITY OF STRONGSVILLE AND THE OHIO BUILDING CODE, AND DECLARING AN EMERGENCY.

WHEREAS, the Building Department of the City is a Certified Building Department pursuant to the rules and regulations for Certification of the Ohio Board of Building Standards to accept, examine, approve and inspect plans and specifications and construction of buildings and structures regulated by the Ohio Building Code; and

WHEREAS, the City has and will continue to have in its employ full-time personnel meeting the specific requirements of the Board of Building Standards to enforce the provisions of the Ohio Building Code for approval of plans and specifications; and

WHEREAS, the City is desirous of contracting for the independent contractor services of qualified Certified Plans Examiners to enforce the provisions of the Ohio Building Code relating to approval of plans and specifications, in order to assist the Building Department.

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

Section 1. That the Mayor be and is hereby authorized and directed to enter into an Independent Contractor Agreement for the year 2015 and thereafter through March 31, 2016, with **ANTHONY BUMBALIS** to provide personal services in the nature of plans examination services in connection with the Building Code of the City of Strongsville and the Ohio Building Code, in the form attached hereto as Exhibit A.

Section 2. That the funds for the purpose of said contract 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

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2015 – 083
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 it is immediately necessary to enter into said contract in order to assist the Building Department in carrying out the provisions of the Ohio Building Code, to provide more efficient plans review and to thereby facilitate various projects within the City. 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. 2015-083 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

**INDEPENDENT CONTRACTOR AGREEMENT
FOR PLANS EXAMINER SERVICES**

THIS AGREEMENT, by and between the **CITY OF STRONGSVILLE**, located at 16099 Foltz Parkway, Strongsville, Ohio 44149, hereinafter called the "City", and **Anthony Bumbalis**, of the firm **Anthony Bumbalis**, located at 1115 East 71st Street, Cleveland, Ohio 44103, hereinafter called the "Consultant".

WHEREAS, the Building Department of the City is a Certified Building Department pursuant to the rules and regulations for Certification of the Ohio Board of Building Standards to accept, examine, approve and inspect plans and specifications and constructions of buildings and structures regulated by the Ohio Building Code; and

WHEREAS, the City has and will continue to have in its employ full-time personnel meeting the specific requirements of the Board of Building Standards to enforce the provisions of the Ohio Building Code for approval of plans and specifications; and

WHEREAS, the City is desirous of contracting for qualified Assistant Certified Plans Examiners to enforce the provisions of the Ohio Building Code relating to approval of plans and specifications in order to assist its full-time personnel in performing their normal plans examining duties; and

WHEREAS, by and through Ordinance No. 2015-_____, the Council of the City of Strongsville authorized the Mayor to enter into a contract for professional architectural services in connection with the Building Code of the City;

NOW, THEREFORE, in consideration of these premises and the mutual covenants hereinafter set forth, it is agreed as follows:

SECTION I - SCOPE OF SERVICES

Upon request of the Building Commissioner, the Consultant agrees to provide to the City, on a priority basis, professional services as a certified plans examiner to review and examine construction documents submitted to the Building Department of the City to determine compliance with the Ohio Building Code and pursuant to the provisions of the Ohio Administrative Code throughout the duration of this Agreement.

SECTION II - TERM OF AGREEMENT

“The term of this Agreement shall commence retroactive to January 1, 2015, and shall terminate on the 31st day of March, 2016, unless extended by the parties.”

SECTION III - PAYMENT

The City agrees to pay the Consultant plan review fees based upon the State fee structure utilizing the Building Valuation Data method as published by the International Code Council Building Safety Journal. **The maximum TOTAL review fees paid per project shall not exceed 12% of the calculated "Building Permit Fee" established through formulary adopted within the Strongsville Codified Ordinances. In no case will the hourly rate charged exceed \$120.00 per hour.** Invoices setting forth these charges shall be submitted as accrued on a regular basis. The Consultant will be fully and solely responsible for his payment of all taxes and other charges on his compensation as required by federal, state or local law, including but not limited to all City of Strongsville municipal income taxes.

SECTION IV - AGENCY

It is expressly understood and agreed that in the performance of services under this Agreement, Consultant shall act as agent of the City for purposes of certifying various plans review in accordance with State law. However, in every other respect, the Consultant will be an independent contractor and neither party shall be deemed a servant, employee or representative of the other.

SECTION V - PLANS AND DOCUMENTS

All applications, construction documents, reports, design notes, inspection records and all other documents submitted to or prepared by the City, its employees and the Consultant, which are in the possession of the Consultant, shall be and remain public records of the City and shall be furnished or returned to the Building Department immediately upon request of the Building Commissioner.

SECTION VI - SUSPENSION OR TERMINATION OF PERFORMANCE

The Mayor may at any time, and for any reason, direct Consultant to stop work under this Agreement for any period of time. Such direction shall be in writing and shall specify the period during which work shall be stopped. Consultant shall resume work upon the date specified in such direction, or upon such other date as the Mayor may thereafter specify in writing.

The Mayor may at any time, and for any reason, terminate this Agreement by written notice to Consultant specifying the termination date, which shall not be less than seven (7) days from the date such notice is given. In the event of such termination, Consultant shall be paid such amount as shall compensate him for the portion of the work satisfactorily performed prior to the termination date. Such amount shall be subject to approval by the Mayor. Termination under this section shall not give rise to any claim against the Mayor or the City for damages or for the compensation in addition to that provided hereunder.

SECTION VII - PERSONAL SERVICES OF CONSULTANT

It is the intent of this Agreement to secure the personal services of Consultant. Failure of Consultant for any reason to make such personal service available to the City to the extent necessary to perform the services required skillfully and promptly shall be grounds for termination of this Agreement.

SECTION VIII - ASSIGNMENT

Consultant shall not assign, transfer, convey, pledge, sublet or otherwise dispose of this Agreement without the prior written consent of the Mayor and Council, if required by law.

SECTION IX - TIME OF PERFORMANCE

The work to be performed under this Agreement shall commence promptly and shall be pursued diligently and completed promptly and within the time parameters established for the performance of such work in the applicable provisions of the Ohio Building Code and in accordance with requests of the City's Building Commissioner. Time is of the essence in the performance of all phases of this Agreement.

SECTION X - AUDIT AND REVISION

This Agreement and all payments hereunder shall be subject to audit and revision by the Mayor and the Director of Finance, or their designated representatives.

SECTION XI - FUNDING SOURCE

All payments shall be paid by the City out of such monies as may be reserved by the Director of Finance of the City for the purposes herein provided. The Mayor and any other person or agency duly authorized to act for and on behalf of the City shall not by virtue of such authority or action be liable in any manner whatsoever to Consultant.

SECTION XII - INSURANCE

Consultant will secure and maintain during the life of this Agreement the following insurance, limits and conditions:

Comprehensive General Liability coverage including personal injury coverage and contractual liability coverage with minimum limits of \$1,000,000.00, respectively.

Comprehensive Automobile Liability coverage including owned, nonowned, and hired coverage. The minimum limits shall be \$500,000.00 for bodily injury and \$250,000 for property damage liability.

Professional Liability Insurance in the amount of \$500,000.00 as the minimum limit to cover all sums which Consultant shall become legally obligated to pay as damages by reason of any act, error or omission committed or alleged to have been committed by Consultant or any person or organization for whom Consultant is legally liable.

Compliance with the Ohio Workers' Compensation Act and Ohio Unemployment Compensation law for all employees engaged in work under this Agreement.

All required insurances shall be maintained with responsible insurance carriers qualified to do business in the State of Ohio and approved by the State Superintendent of Insurance. As soon as practical upon execution of this Agreement and before commencing any performance hereunder, Consultant shall deposit, with the Mayor, the original policies or insurance, or certificates therefore, bearing notations or accompanied by other evidence satisfactory to the Mayor of the payment of premiums and thereafter not less than ten (10) days before the expiration dates of the expiring policies.

SECTION XIII - AMENDMENTS

Amendments, modifications, or changes to this Agreement shall not be effective unless in writing and approved by the Mayor and, when required by law, the Council.

SECTION XIV - NOTICES

Except as otherwise provided herein, any notice, approval, acceptance, request, bill, demand or statement hereunder from either party to the other shall be in writing and shall be deemed to have been given when either delivered personally or deposited in a U.S. mailbox in a postage-prepaid envelope, addressed to the other party. Either party may at any time change such address by delivering or mailing, as aforesaid, to the other party a notice stating the change and the changed address.

SECTION XV - CONFLICT OF INTEREST/DISCLOSURE

Consultant covenants that he has no interest, nor shall he acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of this Agreement.

The Consultant affirms that Consultant has not agreed to make any valuable gift whether in the form of service, loan, thing or promise to any person or any of his/her immediate family, having the duty to recommend, the right to vote upon, or any other direct influence on the selection of consultants to provide plans review services to the City. A voluntary campaign contribution made pursuant to law shall not be considered as a valuable gift for the purpose of this Agreement.

SECTION XVI - DISCRIMINATION PROHIBITED

In performing the services required under this Agreement, the Consultant shall not discriminate against any person on the basis of gender, race, color, religion, national origin or ancestry, age or physical handicap.

SECTION XVII - EXTENT OF AGREEMENT

This Agreement represents the entire and integrated Agreement between the City and the Consultant, and supersedes any and all prior negotiations, representations or agreements, either written or oral. It shall not be changed, amended, or modified without the prior written approval of both parties hereto, including the City's Mayor and when required by law, the Council.

SECTION XVIII - EFFECTIVE AND BINDING

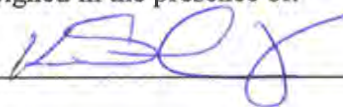
This Agreement shall not become effective or binding upon the City unless and until the Council shall have authorized the Mayor to execute the same, thereafter the Director of Finance of the City shall have endorsed hereon his certificate of availability of funds applicable to this Agreement. Evidence of said authorization and certification of funds shall be issued to Consultant by the City before Consultant will proceed with the work.

SECTION XIX - CAPTIONS AND HEADNOTES

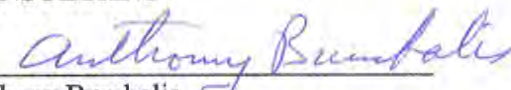
The captions or head notes on articles or sections of this Agreement, and marginal notes are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Agreement nor in any way affect the Agreement.

IN WITNESS WHEREOF, the parties hereunto set forth their hand this 13th day of MARCH, 2015.

Signed in the presence of:



CONSULTANT



Anthony Bumbalis

CITY OF STRONGSVILLE, OHIO

Thomas P. Perciak, Mayor

CERTIFICATE OF LAW DIRECTOR

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

Law Director

CERTIFICATION OF FUNDS

It is hereby certified that the amount required to meet the obligations of this Agreement in the fiscal year in which the Agreement has been made has been lawfully appropriated for the purposes of the agreement and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances, obligations or certificates now outstanding.

Date

Director of Finance

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2015 – 084

By: Mr. Schonhut

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A NEW INDEPENDENT CONTRACTOR AGREEMENT WITH JOHN B. KORNICK FOR PROFESSIONAL ARCHITECTURAL SERVICES IN CONNECTION WITH THE BUILDING CODE OF THE CITY OF STRONGSVILLE AND THE OHIO BUILDING CODE, AND DECLARING AN EMERGENCY.

WHEREAS, the Building Department of the City is a Certified Building Department pursuant to the rules and regulations for Certification of the Ohio Board of Building Standards to accept, examine, approve and inspect plans and specifications and construction of buildings and structures regulated by the Ohio Building Code; and

WHEREAS, the City has and will continue to have in its employ full-time personnel meeting the specific requirements of the Board of Building Standards to enforce the provisions of the Ohio Building Code for approval of plans and specifications; and

WHEREAS, the City is desirous of contracting for the independent contractor services of qualified Certified Plans Examiners to enforce the provisions of the Ohio Building Code relating to approval of plans and specifications, in order to assist the Building Department.

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

Section 1. That the Mayor be and is hereby authorized and directed to enter into a new Independent Contractor Agreement for the year 2015 and thereafter through March 31, 2016, with **JOHN B. KORNICK of JOHN B. KORNICK & ASSOCIATES** to provide personal services in the nature of plans examination services in connection with the Building Code of the City of Strongsville and the Ohio Building Code, in the form attached hereto as Exhibit A.

Section 2. That the funds for the purpose of said contract 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

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2015 - 084
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 it is immediately necessary to enter into said contract in order to assist the Building Department in carrying out the provisions of the Ohio Building Code, to provide more efficient plans review and to thereby facilitate various projects within the City. 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. 2015-084 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

**INDEPENDENT CONTRACTOR AGREEMENT
FOR PLANS EXAMINER SERVICES**

THIS AGREEMENT, by and between the **CITY OF STRONGSVILLE**, located at 16099 Foltz Parkway, Strongsville, Ohio 44149, hereinafter called the "City", and **JOHN B. KORNICK**, of the firm **JOHN B. KORNICK & ASSOCIATES**, located at 6886 Pearl Road, Suite 208, Middleburg Heights, Ohio 44130, hereinafter called the "Consultant".

WHEREAS, the Building Department of the City is a Certified Building Department pursuant to the rules and regulations for Certification of the Ohio Board of Building Standards to accept, examine, approve and inspect plans and specifications and constructions of buildings and structures regulated by the Ohio Building Code; and

WHEREAS, the City has and will continue to have in its employ full-time personnel meeting the specific requirements of the Board of Building Standards to enforce the provisions of the Ohio Building Code for approval of plans and specifications; and

WHEREAS, the City is desirous of contracting for qualified Assistant Certified Plans Examiners to enforce the provisions of the Ohio Building Code relating to approval of plans and specifications in order to assist its full-time personnel in performing their normal plans examining duties; and

WHEREAS, by and through Ordinance No. 2015-_____, the Council of the City of Strongsville authorized the Mayor to enter into a contract for professional architectural services in connection with the Building Code of the City;

NOW, THEREFORE, in consideration of these premises and the mutual covenants hereinafter set forth, it is agreed as follows:

SECTION I - SCOPE OF SERVICES

Upon request of the Building Commissioner, the Consultant agrees to provide to the City, on a priority basis, professional services as a certified plans examiner to review and examine construction documents submitted to the Building Department of the City to determine compliance with the Ohio Building Code and pursuant to the provisions of the Ohio Administrative Code throughout the duration of this Agreement.

SECTION II - TERM OF AGREEMENT

“The term of this Agreement shall commence retroactive to January 1, 2015, and shall terminate on the 31st day of March, 2016, unless extended by the parties.”

SECTION III - PAYMENT

The City agrees to pay the Consultant plan review fees based upon the State fee structure utilizing the Building Valuation Data method as published by the International Code Council Building Safety Journal. **The maximum TOTAL review fees paid per project shall not exceed 12% of the calculated "Building Permit Fee" established through formulary adopted within the Strongsville Codified Ordinances. In no case will the hourly rate charged exceed \$120.00 per hour.** Invoices setting forth these charges shall be submitted as accrued on a regular basis. The Consultant will be fully and solely responsible for his payment of all taxes and other charges on his compensation as required by federal, state or local law, including but not limited to all City of Strongsville municipal income taxes.

SECTION IV - AGENCY

It is expressly understood and agreed that in the performance of services under this Agreement, Consultant shall act as agent of the City for purposes of certifying various plans review in accordance with State law. However, in every other respect, the Consultant will be an independent contractor and neither party shall be deemed a servant, employee or representative of the other.

SECTION V - PLANS AND DOCUMENTS

All applications, construction documents, reports, design notes, inspection records and all other documents submitted to or prepared by the City, its employees and the Consultant, which are in the possession of the Consultant, shall be and remain public records of the City and shall be furnished or returned to the Building Department immediately upon request of the Building Commissioner.

SECTION VI - SUSPENSION OR TERMINATION OF PERFORMANCE

The Mayor may at any time, and for any reason, direct Consultant to stop work under this Agreement for any period of time. Such direction shall be in writing and shall specify the period during which work shall be stopped. Consultant shall resume work upon the date specified in such direction, or upon such other date as the Mayor may thereafter specify in writing.

The Mayor may at any time, and for any reason, terminate this Agreement by written notice to Consultant specifying the termination date, which shall not be less than seven (7) days from the date such notice is given. In the event of such termination, Consultant shall be paid such amount as shall compensate him for the portion of the work satisfactorily performed prior to the termination date. Such amount shall be subject to approval by the Mayor. Termination under this section shall not give rise to any claim against the Mayor or the City for damages or for the compensation in addition to that provided hereunder.

SECTION VII - PERSONAL SERVICES OF CONSULTANT

It is the intent of this Agreement to secure the personal services of Consultant. Failure of Consultant for any reason to make such personal service available to the City to the extent necessary to perform the services required skillfully and promptly shall be grounds for termination of this Agreement.

SECTION VIII - ASSIGNMENT

Consultant shall not assign, transfer, convey, pledge, sublet or otherwise dispose of this Agreement without the prior written consent of the Mayor and Council, if required by law.

SECTION IX - TIME OF PERFORMANCE

The work to be performed under this Agreement shall commence promptly and shall be pursued diligently and completed promptly and within the time parameters established for the performance of such work in the applicable provisions of the Ohio Building Code and in accordance with requests of the City's Building Commissioner. Time is of the essence in the performance of all phases of this Agreement.

SECTION X - AUDIT AND REVISION

This Agreement and all payments hereunder shall be subject to audit and revision by the Mayor and the Director of Finance, or their designated representatives.

SECTION XI - FUNDING SOURCE

All payments shall be paid by the City out of such monies as may be reserved by the Director of Finance of the City for the purposes herein provided. The Mayor and any other person or agency duly authorized to act for and on behalf of the City shall not by virtue of such authority or action be liable in any manner whatsoever to Consultant.

SECTION XII - INSURANCE

Consultant will secure and maintain during the life of this Agreement the following insurance, limits and conditions:

Comprehensive General Liability coverage including personal injury coverage and contractual liability coverage with minimum limits of \$1,000,000.00, respectively.

Comprehensive Automobile Liability coverage including owned, nonowned, and hired coverage. The minimum limits shall be \$500,000.00 for bodily injury and \$250,000 for property damage liability.

Professional Liability Insurance in the amount of \$500,000.00 as the minimum limit to cover all sums which Consultant shall become legally obligated to pay as damages by reason of any act, error or omission committed or alleged to have been committed by Consultant or any person or organization for whom Consultant is legally liable.

Compliance with the Ohio Workers' Compensation Act and Ohio Unemployment Compensation law for all employees engaged in work under this Agreement.

All required insurances shall be maintained with responsible insurance carriers qualified to do business in the State of Ohio and approved by the State Superintendent of Insurance. As soon as practical upon execution of this Agreement and before commencing any performance hereunder, Consultant shall deposit, with the Mayor, the original policies or insurance, or certificates therefore, bearing notations or accompanied by other evidence satisfactory to the Mayor of the payment of premiums and thereafter not less than ten (10) days before the expiration dates of the expiring policies.

SECTION XIII - AMENDMENTS

Amendments, modifications, or changes to this Agreement shall not be effective unless in writing and approved by the Mayor and, when required by law, the Council.

SECTION XIV - NOTICES

Except as otherwise provided herein, any notice, approval, acceptance, request, bill, demand or statement hereunder from either party to the other shall be in writing and shall be deemed to have been given when either delivered personally or deposited in a U.S. mailbox in a postage-prepaid envelope, addressed to the other party. Either party may at any time change such address by delivering or mailing, as aforesaid, to the other party a notice stating the change and the changed address.

SECTION XV - CONFLICT OF INTEREST/DISCLOSURE

Consultant covenants that he has no interest, nor shall he acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of this Agreement.

The Consultant affirms that Consultant has not agreed to make any valuable gift whether in the form of service, loan, thing or promise to any person or any of his/her immediate family, having the duty to recommend, the right to vote upon, or any other direct influence on the selection of consultants to provide plans review services to the City. A voluntary campaign contribution made pursuant to law shall not be considered as a valuable gift for the purpose of this Agreement.

SECTION XVI - DISCRIMINATION PROHIBITED

In performing the services required under this Agreement, the Consultant shall not discriminate against any person on the basis of gender, race, color, religion, national origin or ancestry, age or physical handicap.

SECTION XVII - EXTENT OF AGREEMENT

This Agreement represents the entire and integrated Agreement between the City and the Consultant, and supersedes any and all prior negotiations, representations or agreements, either written or oral. It shall not be changed, amended, or modified without the prior written approval of both parties hereto, including the City's Mayor and when required by law, the Council.

SECTION XVIII - EFFECTIVE AND BINDING

This Agreement shall not become effective or binding upon the City unless and until the Council shall have authorized the Mayor to execute the same, thereafter the Director of Finance of the City shall have endorsed hereon his certificate of availability of funds applicable to this Agreement. Evidence of said authorization and certification of funds shall be issued to Consultant by the City before Consultant will proceed with the work.

SECTION XIX - CAPTIONS AND HEADNOTES

The captions or head notes on articles or sections of this Agreement, and marginal notes are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Agreement nor in any way affect the Agreement.

IN WITNESS WHEREOF, the parties hereunto set forth their hand this 17th day of March, 2015.

Signed in the presence of:

Diane Beamish
DIANE BEAMISH

Lee Chester Turner

CONSULTANT

John B. Kornick
John B. Kornick of John B. Kornick
& Associates

CITY OF STRONGSVILLE, OHIO

Thomas P. Perciak, Mayor

CERTIFICATE OF LAW DIRECTOR

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

Law Director

CERTIFICATION OF FUNDS

It is hereby certified that the amount required to meet the obligations of this Agreement in the fiscal year in which the Agreement has been made has been lawfully appropriated for the purposes of the agreement and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances, obligations or certificates now outstanding.

Date

Director of Finance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/20/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S) AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER DesignPro Insurance Group 5991 Chandler Court, Suite A Westerville OH 43082	CONTACT NAME: Tracey Heise PHONE (A/C No. Ext): (614) 426-9043 E-MAIL ADDRESS: tracey.designproins@wichert.com	FAX (A/C No.): (614) 794-4961	
	INSURER(S) AFFORDING COVERAGE		
INSURED John B. Kornick & Associates 6886 Pearl Road #208 Middleburg Heights OH 44130-3618	INSURER A: Selective Ins. Co. of America		NAIC # 12572
	INSURER B: Continental Casualty Company		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES **CERTIFICATE NUMBER:** CL1522020952 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC			S 2101366	2/26/2015	2/26/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/PO/ AGG \$ 4,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			S 2101366	2/26/2015	2/26/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability			SFH 591871700	2/26/2014	2/26/2017	Each Claim \$500,000 Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

For Proposal Purposes Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Brad Bush, CPCU/TRAC



**Department
of Commerce**

Division of Industrial Compliance &
Labor
John R. Kasich, Governor
David Goodman, Director

JOHN B KORNICK
11409 BLODGETT CREEK TRAIL
STRONGSVILLE, OH 44149

Personnel ID #: 796
5/2/2012

Having met the certification requirements in the rules of the Board of Building Standards, enclosed please find your certification ID card below.

The expiration date(s) for your certification(s) is (are) as indicated below on your ID card.

Holders of Board certifications must complete at least thirty hours of continuing building code education for their respective certifications, *including Board sponsored required courses*, prior to the expiration date of the certification as a requirement for renewal. Failure to complete the number of hours required *and mandatory classes* shall result in forfeiture of the certification. It shall be the responsibility of the certified individual to furnish the Board with proof of completion of all Board approved courses for which credit is sought. Copies of your course certificates are to be attached to and returned with the renewal application, which will be forwarded to you at the appropriate time. Continuing education courses approved for more than one certification may be applied to each certification for which continuing education is required.

Please refer to your personnel I.D. number (shown on the ID card below) on any correspondence and on all certificates of continuing education forwarded to the Board's office related to your certification. If you have any questions, please do not hesitate to contact the Board for assistance at 614-644-2613.

Sincerely,
BOARD OF BUILDING STANDARDS

Regina S. Hanshaw
Executive Secretary

Personnel ID #: 796		John R. Kasich GOVERNOR		Gerald O. Holland CHAIRMAN
Building Official	6/30/2015	BOARD OF BUILDING STANDARDS This is to certify that: JOHN B KORNICK has met the requirements of the OAC and is hereby certified as indicated. Executive Secretary		
Master Plans Examiner	6/30/2015			
Residential Building Official	6/30/2015			
Residential Plans Examiner	6/30/2015			

Ohio Board of Building Standards
6606 Tussing Road
PO Box 4009
Reynoldsburg, OH 43068-9009 U.S.A.

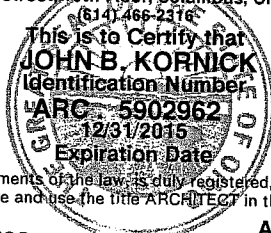
Gerald O. Holland, Chairman

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www.com.ohio.gov

**STATE OF OHIO
ARCHITECTS BOARD
BIENNIAL RENEWAL**

77 South High Street, 16th Floor, Columbus, Ohio 43215-6108
(614) 466-2316



This is to Certify that
JOHN B. KORNICK
Identification Number
ARC 5902962
12/31/2015
Expiration Date

has met the requirements of the law, is duly registered, and is entitled to practice Architecture and use the title ARCHITECT in the State of Ohio until the expiration date.

Audit Number **1789**

AMY M. KOBE
EXECUTIVE DIRECTOR

**CERTIFICATION AND REPRESENTATIONS
IN ACCORDANCE WITH O.R.C. §3517.13 (As Amended)**

In accordance with the provisions of Ohio Revised Code Section 3517.13 as amended, the undersigned vendor hereby certifies and represents to the City that it is in full compliance with the limitations and restrictions reflected in Ohio Revised Code §3517.13 as amended; and further that neither it nor any of the following have during the past two (2) years made individual contributions exceeding \$1,000.00 to any City officials or their campaign committees who have or would be involved in awarding the contract or purchase order being proposed or entered into: (i) an individual; or (ii) partner or owner of partnership or unincorporated association; (iii) shareholder of association; (iv) more than 20% shareholder if a corporation; (v) administrator of estate; (vi) executor of estate; (vii) trustee of trust or; (viii) spouse of any of the above.

The undersigned further understands and acknowledges that pursuant to law, the City can confirm and verify the above information; and that if any of these certifications or representations are false, then under the statute, said vendor will be prohibited under law and disqualified from being awarded a contract or purchase order by the City for goods or services exceeding \$500.00 in value during any calendar year.

VENDOR: 430
John B Kornick & Associates

By: John B. Kornick
Title: Sohe Proprietor
Date: 3-19-15

Please have this *Certification* signed by a qualified representative of your company, and return the form to us as soon as possible to the following address:

The City of Strongsville
Attn: Tina Ford - Finance Dept.
16099 Foltz Parkway
Strongsville, Oh 44149

If you prefer, you can fax to 440-238-3001 Attn: Tina Ford or email to tina.ford@strongsville.org

City of Strongsville
16099 Foltz Parkway
Strongsville, Oh 44149-5598
440-580-3125 Phone
www.strongsville.org



John B Kornick & Associates
6886 Pearl Road #208

Middleburg Hts Oh 44130

Re: Political Contributions/Award of Public Contracts
Ohio Revised Code Section 3517.13 (As Amended)

Some years ago, the Ohio legislature passed House Bill 694 amending Ohio Revised Code (ORC) Section 3517.13 governing certain political contributions made by contractors/vendors doing business with public entities or seeking to do so. After subsequent amendments and case law, Sections (I) and (J) now require that certain contracts and purchase orders with City vendors for goods or services exceeding \$500.00 in value must contain a certification by the individual, partnership, corporation or other specified entity that the contractor/vendor and other related parties as defined within the statute are in compliance with the requirements of the law.

Since a review of our records indicates that amounts remitted to your company by the City and/or accounts payable for the year exceed the \$500.00 value, your company falls into this category. In order to comply with these statutory requirements, we therefore enclose a *Certification and Representation* form which the City of Strongsville now utilizes for such purposes.

Please have the enclosed *Certification* signed by a qualified representative of your company, and return the form to us as soon as possible to the following address:

The City of Strongsville
Attn: Tina Ford - Finance Dept.
16099 Foltz Parkway
Strongsville, Oh 44149

If you prefer, you can fax to 440-238-3001 Attn: Tina Ford or email to tina.ford@strongsville.org

Should you have any questions regarding this matter, please do not hesitate to contact me at 440/580/3132. Thank you.

Cordially,

Tina M Ford

Accounting Supervisor

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2015 – 085

By: Mr. Schonhut

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A NEW INDEPENDENT CONTRACTOR AGREEMENT WITH JULIE SIPKA FOR PROFESSIONAL ARCHITECTURAL SERVICES IN CONNECTION WITH THE BUILDING CODE OF THE CITY OF STRONGSVILLE AND THE OHIO BUILDING CODE, AND DECLARING AN EMERGENCY.

WHEREAS, the Building Department of the City is a Certified Building Department pursuant to the rules and regulations for Certification of the Ohio Board of Building Standards to accept, examine, approve and inspect plans and specifications and construction of buildings and structures regulated by the Ohio Building Code; and

WHEREAS, the City has and will continue to have in its employ full-time personnel meeting the specific requirements of the Board of Building Standards to enforce the provisions of the Ohio Building Code for approval of plans and specifications; and

WHEREAS, the City is desirous of contracting for the independent contractor services of qualified Certified Plans Examiners to enforce the provisions of the Ohio Building Code relating to approval of plans and specifications, in order to assist the Building Department.

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

Section 1. That the Mayor be and is hereby authorized and directed to enter into an Independent Contractor Agreement for the year 2015 and thereafter through March 31, 2016, with **JULIE SIPKA of SIPKA ARCHITECTS** to provide personal services in the nature of plans examination services in connection with the Building Code of the City of Strongsville and the Ohio Building Code, in the form attached hereto as Exhibit A.

Section 2. That the funds for the purpose of said contract have been appropriated and shall be paid from the General Fund.

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

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2015 – 085
Page 2

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

Section 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to enter into said contract in order to assist the Building Department in carrying out the provisions of the Ohio Building Code, to provide more efficient plans review and to thereby facilitate various projects within the City. 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. 2015-085 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

**INDEPENDENT CONTRACTOR AGREEMENT
FOR PLANS EXAMINER SERVICES**

THIS AGREEMENT, by and between the **CITY OF STRONGSVILLE**, located at 16099 Foltz Parkway, Strongsville, Ohio 44149, hereinafter called the "City", and **Julie Sipka**, of the firm **Sipka Architects**, located at 3339 South Smith Road, Fairlawn, Ohio 44333 hereinafter called the "Consultant".

WHEREAS, the Building Department of the City is a Certified Building Department pursuant to the rules and regulations for Certification of the Ohio Board of Building Standards to accept, examine, approve and inspect plans and specifications and constructions of buildings and structures regulated by the Ohio Building Code; and

WHEREAS, the City has and will continue to have in its employ full-time personnel meeting the specific requirements of the Board of Building Standards to enforce the provisions of the Ohio Building Code for approval of plans and specifications; and

WHEREAS, the City is desirous of contracting for qualified Assistant Certified Plans Examiners to enforce the provisions of the Ohio Building Code relating to approval of plans and specifications in order to assist its full-time personnel in performing their normal plans examining duties; and

WHEREAS, by and through Ordinance No. 2015-____, the Council of the City of Strongsville authorized the Mayor to enter into a contract for professional architectural services in connection with the Building Code of the City;

NOW, THEREFORE, in consideration of these premises and the mutual covenants hereinafter set forth, it is agreed as follows:

SECTION I - SCOPE OF SERVICES

Upon request of the Building Commissioner, the Consultant agrees to provide to the City, on a priority basis, professional services as a certified plans examiner to review and examine construction documents submitted to the Building Department of the City to determine compliance with the Ohio Building Code and pursuant to the provisions of the Ohio Administrative Code throughout the duration of this Agreement.

SECTION II - TERM OF AGREEMENT

“The term of this Agreement shall commence retroactive to January 1, 2015, and shall terminate on the 31st day of March, 2016, unless extended by the parties.”

SECTION III - PAYMENT

The City agrees to pay the Consultant plan review fees based upon the State fee structure utilizing the Building Valuation Data method as published by the International Code Council Building Safety Journal. **The maximum TOTAL review fees paid per project shall not exceed 12% of the calculated "Building Permit Fee" established through formulary adopted within the Strongsville Codified Ordinances. In no case will the hourly rate charged exceed \$120.00 per hour.** Invoices setting forth these charges shall be submitted as accrued on a regular basis. The Consultant will be fully and solely responsible for his payment of all taxes and other charges on his compensation as required by federal, state or local law, including but not limited to all City of Strongsville municipal income taxes.

SECTION IV - AGENCY

It is expressly understood and agreed that in the performance of services under this Agreement, Consultant shall act as agent of the City for purposes of certifying various plans review in accordance with State law. However, in every other respect, the Consultant will be an independent contractor and neither party shall be deemed a servant, employee or representative of the other.

SECTION V - PLANS AND DOCUMENTS

All applications, construction documents, reports, design notes, inspection records and all other documents submitted to or prepared by the City, its employees and the Consultant, which are in the possession of the Consultant, shall be and remain public records of the City and shall be furnished or returned to the Building Department immediately upon request of the Building Commissioner.

SECTION VI - SUSPENSION OR TERMINATION OF PERFORMANCE

The Mayor may at any time, and for any reason, direct Consultant to stop work under this Agreement for any period of time. Such direction shall be in writing and shall specify the period during which work shall be stopped. Consultant shall resume work upon the date specified in such direction, or upon such other date as the Mayor may thereafter specify in writing.

The Mayor may at any time, and for any reason, terminate this Agreement by written notice to Consultant specifying the termination date, which shall not be less than seven (7) days from the date such notice is given. In the event of such termination, Consultant shall be paid such amount as shall compensate him for the portion of the work satisfactorily performed prior to the termination date. Such amount shall be subject to approval by the Mayor. Termination under this section shall not give rise to any claim against the Mayor or the City for damages or for the compensation in addition to that provided hereunder.

SECTION VII - PERSONAL SERVICES OF CONSULTANT

It is the intent of this Agreement to secure the personal services of Consultant. Failure of Consultant for any reason to make such personal service available to the City to the extent necessary to perform the services required skillfully and promptly shall be grounds for termination of this Agreement.

SECTION VIII - ASSIGNMENT

Consultant shall not assign, transfer, convey, pledge, sublet or otherwise dispose of this Agreement without the prior written consent of the Mayor and Council, if required by law.

SECTION IX - TIME OF PERFORMANCE

The work to be performed under this Agreement shall commence promptly and shall be pursued diligently and completed promptly and within the time parameters established for the performance of such work in the applicable provisions of the Ohio Building Code and in accordance with requests of the City's Building Commissioner. Time is of the essence in the performance of all phases of this Agreement.

SECTION X - AUDIT AND REVISION

This Agreement and all payments hereunder shall be subject to audit and revision by the Mayor and the Director of Finance, or their designated representatives.

SECTION XI - FUNDING SOURCE

All payments shall be paid by the City out of such monies as may be reserved by the Director of Finance of the City for the purposes herein provided. The Mayor and any other person or agency duly authorized to act for and on behalf of the City shall not by virtue of such authority or action be liable in any manner whatsoever to Consultant.

SECTION XII - INSURANCE

Consultant will secure and maintain during the life of this Agreement the following insurance, limits and conditions:

Comprehensive General Liability coverage including personal injury coverage and contractual liability coverage with minimum limits of \$1,000,000.00, respectively.

Comprehensive Automobile Liability coverage including owned, nonowned, and hired coverage. The minimum limits shall be \$500,000.00 for bodily injury and \$250,000 for property damage liability.

Professional Liability Insurance in the amount of \$500,000.00 as the minimum limit to cover all sums which Consultant shall become legally obligated to pay as damages by reason of any act, error or omission committed or alleged to have been committed by Consultant or any person or organization for whom Consultant is legally liable.

Compliance with the Ohio Workers' Compensation Act and Ohio Unemployment Compensation law for all employees engaged in work under this Agreement.

All required insurances shall be maintained with responsible insurance carriers qualified to do business in the State of Ohio and approved by the State Superintendent of Insurance. As soon as practical upon execution of this Agreement and before commencing any performance hereunder, Consultant shall deposit, with the Mayor, the original policies or insurance, or certificates therefore, bearing notations or accompanied by other evidence satisfactory to the Mayor of the payment of premiums and thereafter not less than ten (10) days before the expiration dates of the expiring policies.

SECTION XIII - AMENDMENTS

Amendments, modifications, or changes to this Agreement shall not be effective unless in writing and approved by the Mayor and, when required by law, the Council.

SECTION XIV - NOTICES

Except as otherwise provided herein, any notice, approval, acceptance, request, bill, demand or statement hereunder from either party to the other shall be in writing and shall be deemed to have been given when either delivered personally or deposited in a U.S. mailbox in a postage-prepaid envelope, addressed to the other party. Either party may at any time change such address by delivering or mailing, as aforesaid, to the other party a notice stating the change and the changed address.

SECTION XV - CONFLICT OF INTEREST/DISCLOSURE

Consultant covenants that he has no interest, nor shall he acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of this Agreement.

The Consultant affirms that Consultant has not agreed to make any valuable gift whether in the form of service, loan, thing or promise to any person or any of his/her immediate family, having the duty to recommend, the right to vote upon, or any other direct influence on the selection of consultants to provide plans review services to the City. A voluntary campaign contribution made pursuant to law shall not be considered as a valuable gift for the purpose of this Agreement.

SECTION XVI - DISCRIMINATION PROHIBITED

In performing the services required under this Agreement, the Consultant shall not discriminate against any person on the basis of gender, race, color, religion, national origin or ancestry, age or physical handicap.

SECTION XVII - EXTENT OF AGREEMENT

This Agreement represents the entire and integrated Agreement between the City and the Consultant, and supersedes any and all prior negotiations, representations or agreements, either written or oral. It shall not be changed, amended, or modified without the prior written approval of both parties hereto, including the City's Mayor and when required by law, the Council.

SECTION XVIII - EFFECTIVE AND BINDING

This Agreement shall not become effective or binding upon the City unless and until the Council shall have authorized the Mayor to execute the same, thereafter the Director of Finance of the City shall have endorsed hereon his certificate of availability of funds applicable to this Agreement. Evidence of said authorization and certification of funds shall be issued to Consultant by the City before Consultant will proceed with the work.

SECTION XIX - CAPTIONS AND HEADNOTES

The captions or head notes on articles or sections of this Agreement, and marginal notes are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Agreement nor in any way affect the Agreement.

IN WITNESS WHEREOF, the parties hereunto set forth their hand this 16 day of March, 2015.

Signed in the presence of:



CONSULTANT


Julie Sipka of Sipka Architects.

CITY OF STRONGSVILLE, OHIO

Thomas P. Perciak, Mayor



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/11/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER The James B. Oswald Company 1100 Superior Avenue, Suite 1500 Cleveland OH 44114	CONTACT NAME: Patricia Cholewa PHONE (A/C, No, Ext): 216-839-2807 E-MAIL ADDRESS: PCholewa@oswaldcompanies.com	FAX (A/C, No): 216-839-2815
	INSURER(S) AFFORDING COVERAGE	
INSURED Sipka Architects 3339 South Smith Road Fairlawn OH 44333	INSURER A: XL Specialty Insurance Co.	NAIC # 37885
SIPKA-1	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1627646719

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Claims Made RetroDate: Full Prior Acts	N	Y	DPS9716525	6/10/2014	6/10/2015	Each Claim \$500,000 Aggregate \$1,000,000 Pollution & Envir. Liab. Included

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Waiver of Subrogation as designated above is provided when required of the Named Insured by written contract or agreement.

CERTIFICATE HOLDER

CANCELLATION

City of Strongsville Building Department 16099 Foltz Industrial Parkway Strongsville OH 44136	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> 
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