



# City of Strongsville

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Strongsville, Ohio 44149-5598  
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## City Council

Michael J. Daymut  
Ward 1

Matthew A. Schonhut  
Ward 2

James E. Carbone  
Ward 3

Gordon C. Short  
Ward 4

Joseph C. DeMio  
At-Large

Kenneth M. Dooner  
President Pro Tem  
At-Large

Duke Southworth  
President of Council  
At-Large

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

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

November 17, 2016

### MEETING NOTICE

City Council has scheduled the following meetings for **Monday, November 21, 2016**, to be held in the Caucus Room and the Council Chamber at the ***Mike Kalinich Sr. City Council Chamber, 18688 Royalton Road***:

**Caucus will begin at 7:30 p.m.** All committees listed will meet immediately following the previous committee:

**7:30 P.M.** **Planning, Zoning and Engineering Committee** will meet to discuss Ordinance Nos. 2016-158, 2016-179, 2016-198, 2016-202, 2016-214, 2016-215 and Resolution No. 2016-197.

**Finance Committee** will meet to discuss Ordinance No. 2016-216.

*A motion will be made to approve the committee meeting minutes of October 26, 2016.*

**Public Service and Conservation Committee** will meet to discuss Ordinance Nos. 2016-217, 2016-218 and Resolution No. 2016-219.

**Public Safety and Health Committee** will meet to discuss Ordinance Nos. 2016-220, 2016-221, 2016-222 and Resolution No. 2016-223.

**Recreation and Community Services** will meet to discuss Resolution No. 2016-224.

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

**Committee of the Whole** will consider a motion to adjourn into **Executive Session** to discuss personnel matters pertaining to the Council Office.

**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, MMC  
Clerk of Council



**STRONGSVILLE CITY COUNCIL REGULAR MEETING  
MONDAY, NOVEMBER 21, 2016 AT 8:00 P.M.**

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



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**AGENDA**

1. CALL TO ORDER:
2. PLEDGE OF ALLEGIANCE:
3. CERTIFICATION OF POSTING:
4. ROLL CALL:
5. COMMENTS ON MINUTES:
  - *Council Meeting – November 7, 2016*
6. APPOINTMENTS, CONFIRMATIONS, AWARDS AND RECOGNITION:
  - Ceremonial swearing in of newly-appointed Firefighter/Paramedic Cameron E. Green.
7. PUBLIC HEARING:
  - Ordinance No. 2016-198 by Mayor Perciak and Mr. Daymut. AN ORDINANCE AMENDING SECTION 1258.03 OF TITLE SIX OF PART TWELVE-PLANNING AND ZONING CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE IN ORDER TO ESTABLISH REGULATIONS FOR TRAINING AND AMUSEMENT FACILITIES IN A GENERAL BUSINESS DISTRICT, AND DECLARING AN EMERGENCY. *Favorable recommendation by Planning Commission 09-22-16. First reading 10-17-16.*
8. REPORTS OF COUNCIL COMMITTEE:
  - SCHOOL BOARD – Mr. Carbone:
  - SOUTHWEST GENERAL HEALTH SYSTEM – Mr. Southworth:
  - BUILDING AND UTILITIES – Mr. Schonhut:
  - COMMUNICATIONS AND TECHNOLOGY – Mr. Schonhut:
  - ECONOMIC DEVELOPMENT – Mr. Daymut:
  - FINANCE – Mr. Dooner:
  - PLANNING, ZONING AND ENGINEERING – Mr. Daymut:
  - PUBLIC SAFETY AND HEALTH – Mr. DeMio:
  - PUBLIC SERVICE AND CONSERVATION – Mr. Carbone:

- RECREATION AND COMMUNITY SERVICES – Mr. Short:
- COMMITTEE-OF-THE-WHOLE – Mr. Southworth:

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

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

10. AUDIENCE PARTICIPATION:

11. ORDINANCES AND RESOLUTIONS:

- Ordinance No. 2016-158 by Mayor Perciak, Mr. Carbone and Mr. Schonhut. AN ORDINANCE AMENDING SECTIONS 1242.07(b), 1258.02, 1258.03 and 1258.06, OF TITLE SIX OF PART TWELVE-PLANNING AND ZONING CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE IN ORDER TO ESTABLISH REGULATIONS FOR CERTAIN BUSINESSES, AND DECLARING AN EMERGENCY. *First reading and referred to Planning Commission 09-06-16. Favorable recommendation by Planning Commission 09-22-16. Second reading 10-03-16. Public hearing 11-07-16.*
- Ordinance No. 2016-179 by Mr. Carbone and Mr. Schonhut. AN ORDINANCE AMENDING SECTION 1258.09 OF TITLE SIX OF PART TWELVE-PLANNING AND ZONING CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE IN ORDER TO ESTABLISH LAND COVERAGE REQUIREMENTS IN CERTAIN BUSINESS ZONING DISTRICTS, AND DECLARING AN EMERGENCY. *First reading 09-19-16. Second reading 10-17-16. Third reading and referred to Planning Commission 11-07-16. Unfavorable recommendation by Planning Commission 11-17-16.*
- Resolution No. 2016-197 by Mr. Daymut. A RESOLUTION CONFIRMING PLANNING COMMISSION APPROVAL OF A DETERMINATION THAT A TRAINING/AMUSEMENT FACILITY IS A SIMILAR MAIN USE AND PERMITTED IN A GENERAL BUSINESS DISTRICT. *Favorable recommendation by the Planning Commission 09-22-16. First reading 10-17-16.*
- Ordinance No. 2016-198 by Mayor Perciak and Mr. Daymut. AN ORDINANCE AMENDING SECTION 1258.03 OF TITLE SIX OF PART TWELVE-PLANNING AND ZONING CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE IN ORDER TO ESTABLISH REGULATIONS FOR TRAINING AND AMUSEMENT FACILITIES IN A GENERAL BUSINESS DISTRICT, AND DECLARING AN EMERGENCY. *Favorable recommendation by Planning Commission 09-22-16. First reading 10-17-16.*

- Ordinance No. 2016-202 by Mayor Perciak and Mr. Daymut. AN ORDINANCE APPROVING AND AUTHORIZING A GRANT OF REVOCABLE LICENSE TO SCHNEIDER RESERVE MASTER ASSOCIATION, INC. FOR THE USE OF A PUBLIC WAY FOR THE ERECTION OF STREET LIGHTS AND APPURTENANCES; AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT IN FURTHERANCE THEREOF; AND DECLARING AN EMERGENCY. *First reading and referred to Planning Commission 11-07-16. Favorable recommendation by Planning Commission 11-17-16.*
- Ordinance No. 2016-214 by Mayor Perciak and Mr. Daymut. AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ISSUE AND APPROVE CHANGE ORDER NO. 1 (FINAL) FOR AN INCREASE IN THE CONTRACT PRICE IN ACCORDANCE WITH THE PROVISIONS OF THE CONTRACT BETWEEN THE CITY OF STRONGSVILLE AND FABRIZI TRUCKING & PAVING COMPANY, INC., IN CONNECTION WITH THE WESTWOOD DRIVE WIDENING PROJECT, AND DECLARING AN EMERGENCY.
- Ordinance No. 2016-215 by Mayor Perciak and Mr. Daymut. AN ORDINANCE AMENDING THE MASTER SIGN PROGRAM FOR SOUTHPARK MALL, AND DECLARING AN EMERGENCY.
- Ordinance No. 2016-216 by Mayor Perciak and Mr. Dooner. AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO AGREEMENT(S) TO PURCHASE PROPERTY-CASUALTY AND RELATED INSURANCE COVERAGES, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.
- Ordinance No. 2016-217 by Mr. Carbone. AN ORDINANCE RATIFYING, CONFIRMING AND APPROVING THE MAYOR ENTERING INTO A CONTRACT FOR EMERGENCY SANITARY SEWER LINE REPAIRS ON JONATHAN DRIVE IN THE CITY OF STRONGSVILLE, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.
- Ordinance No. 2016-218 by Mr. Carbone. AN ORDINANCE RATIFYING, CONFIRMING AND APPROVING THE MAYOR ENTERING INTO A CONTRACT FOR THE PURCHASE OF CONCRETE FOR INSTALLATION OF A WALKWAY ON CITY PROPERTY, NEAR THE CITY'S COMMUNICATIONS CENTER ON ZVERINA LANE, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.
- Resolution No. 2016-219 by Mr. Carbone. A RESOLUTION GRANTING PERMISSION TO REPURCHASE CERTAIN CERTIFICATES FOR BURIAL RIGHTS IN THE STRONGSVILLE MUNICIPAL CEMETERY.
- Ordinance No. 2016-220 by Mayor Perciak and Mr. DeMio. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A SECOND AMENDMENT TO THE AGREEMENT FOR PUBLIC SAFETY DISPATCH SERVICES BETWEEN THE CITY OF STRONGSVILLE AND THE CITY OF BEREA, IN CONNECTION WITH AN ADJUSTMENT OF FEES COMMENCING JANUARY 1, 2017 AND DECLARING AN EMERGENCY.

- Ordinance No. 2016-221 by Mayor Perciak and Mr. DeMio. AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ISSUE AND APPROVE CHANGE ORDER NOS. 6, 7, 8, 9 AND 11 FOR AN INCREASE IN THE CONTRACT PRICE IN ACCORDANCE WITH THE PROVISIONS OF THE CONTRACT BETWEEN THE CITY OF STRONGSVILLE AND SEITZ BUILDERS, INC., IN CONNECTION WITH THE RENOVATION AND MECHANICAL UPGRADES AT FIRE STATION NO. 3, AND DECLARING AN EMERGENCY.
- Ordinance No. 2016-222 by Mr. DeMio. AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR'S ENTERING INTO A CONTRACT WITH UNIVERSITY HOSPITALS OF CLEVELAND IN CONNECTION WITH A CUYAHOGA COUNTY OVI TASK FORCE GRANT AWARD RECEIVED FROM THE OHIO DEPARTMENT OF PUBLIC SAFETY, AND DECLARING AN EMERGENCY.
- Resolution No. 2016-223 by Mayor Perciak and All Members of Council. A RESOLUTION ACCEPTING TWO DONATIONS OF \$1,000.00 EACH FROM SWAGELOK COMPANY TO THE CITY OF STRONGSVILLE TO BE USED FOR EDUCATION AND TRAINING FOR THE STRONGSVILLE POLICE AND FIRE DEPARTMENTS.
- Resolution No. 2016-224 by Mr. Short. A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS FOR THE PURCHASE OF YOUTH SPORTS WEARING APPAREL FOR USE BY THE RECREATION DEPARTMENT OF THE CITY OF STRONGSVILLE DURING 2017.

12. COMMUNICATIONS, PETITIONS AND CLAIMS:

- Application for Permit: **NEW-D3**: To: Spa 7 LLC. DBA: **Spa 7**, 14308 Pearl Road Strongsville, Ohio 44136 (Responses must be postmarked no later than 11/28/2016).

13. MISCELLANEOUS BUSINESS:

14. ADJOURNMENT:



**CITY OF STRONGSVILLE, OHIO**

**ORDINANCE NO. 2016 – 158**

**By: Mayor Perciak, Mr. Carbone and Mr. Schonhut**

**AN ORDINANCE AMENDING SECTIONS 1242.07(b), 1258.02, 1258.03 and 1258.06, OF TITLE SIX OF PART TWELVE-PLANNING AND ZONING CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE IN ORDER TO ESTABLISH REGULATIONS FOR CERTAIN BUSINESSES, AND DECLARING AN EMERGENCY.**

WHEREAS, the City has a legitimate, substantial and compelling interest in protecting City residents and visitors from criminal activity and health risks; and

WHEREAS, the City has a legitimate, substantial and compelling interest in fostering positive perceptions of the City and pride in our neighborhoods; and

WHEREAS, the City has a legitimate, substantial and compelling interest in encouraging development patterns that minimize the secondary effects of land uses, such as pawn shops, paraphernalia stores, vape shops, vaporizer stores, tattoo parlors, hookah lounges and vapor lounges; and

WHEREAS, the City has a legitimate, substantial and compelling interest in encouraging economic investment in our communities and neighborhoods; and

WHEREAS, this Council believes that operating pawn shops, paraphernalia stores, vape shops, vaporizer stores, tattoo parlors, hookah lounges and vapor lounges may have inappropriate impacts on children, surrounding neighborhoods and adjacent retail space; and

WHEREAS, the location of these business uses near places frequented by children, such as schools, creates unnecessary exposure; and

WHEREAS, the density of such business uses can increase their potential negative impacts on property values and the viability of adjacent retail space; and

WHEREAS, this Council desires to regulate these business uses located in the City so as to protect children and neighborhoods, maintain property values and generally preserve and protect the quality of the residential and business neighborhoods in the City of Strongsville; and

WHEREAS, this Council does hereby determine that it is in the best interests of the health, safety and welfare of the citizens of the City of Strongsville to enact this Ordinance.

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



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

**1242.07 CONDITIONAL USE PERMITS.**

\* \* \*

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

\* \* \*

**(10) Pawn Shops, Paraphernalia Stores, Vape Shops, Vaporizer Stores, Tattoo Parlors, Hookah Lounges, Smoke Lounges, and Vapor Lounges.** In addition to complying with all other requirements of this Zoning Code, these uses shall comply with the following requirements and standards:

- A. No such use shall be established or operated within 500 feet of a school.
- B. No such use shall be established or operated within 500 feet of an existing use of the same specific type.
- C. No such use shall be operated or open for business between the hours of 12:00 midnight and 8:00 a.m.

~~(1011)~~ Safeguards and conditions. In addition to complying with the above general standards set forth in this section, conditions appropriate to each particular application may also be set forth in the permit.

~~(1112)~~ Approval. The approval of a conditional use permit shall become null and void if the construction of the building or site improvements are not started within a six-month period after date of approval.

~~(Ord. 2011-055. Passed 6-20-11.)~~

\* \* \*

**Section 2.** That Section 1258.02 of Chapter 1258 of Title Six of Part Twelve-Planning and Zoning Code of the Codified Ordinances of the City of Strongsville concerning Use Regulations; Local Business District, be and is hereby amended to read in its entirety as follows:

**1258.02 USE REGULATIONS; LOCAL BUSINESS DISTRICT.**

Buildings and land shall be used, and buildings shall be designed, erected, altered, moved or maintained in whole or in part, in Local Business Districts, only for the uses set forth in the following schedules and regulations:

- (a) Main Buildings and Uses Permitted.

- (1) Office buildings and offices, including professional, financial, govern mental, public utility, sales, executive and administrative;
- (2) Retail stores and services conducted wholly within enclosed buildings and devoted to supplying neighborhood needs to the following limited extent:
  - A. Retail sales.
    1. The sale of baked goods, confectionery, groceries, meats, fruits, vegetables, dairy products and packaged beverages;
    2. The sale of drugs, gifts, antique and art goods, flowers, periodicals, musical instruments and supplies (provided that no loudspeakers broadcast onto the street) and sporting and athletic goods, **and specifically excluding the sale of items set forth in Sections 1258.06(a)(4) and 1258.06(a)(5);**
    3. The sale of wearing apparel, shoes and hats; variety stores;
    4. The sale of hardware, tools, paint, garden supplies and household appliances; and
    5. The sale, serving and consumption of food, soft drinks, juices and ice cream in carry-out and sit-down restaurants whenever such use is within a business building located adjacent to another business building having one or more party walls and a common roof with one or more similar business buildings, but not as a separate business building or use, provided a conditional use permit is granted in accordance with the standards set forth in Section 1242.07 of the Zoning Code.
    6. An outdoor eating area adjacent to and as an accessory use to the main building may be permitted provided a conditional use permit is granted in accordance with the standards set forth in Section 1242.07 of the Zoning Code.
  - B. Services.
    1. Personal services, such as beauty and barber shops; interior decorating, **but excluding services listed in Section 1258.06(a)(6);**
    2. Laundry agencies and laundromat; tailor, pressing and dry cleaning shops in which only nonexplosive nonflammable solvents are used provided that no work shall be done on the premises for retail outlets elsewhere; and



3. Repair services, such as shoe and hat, radio and television, household appliances.
- (3) Retail sales in open yards to the following limited extent: Garden equipment and supplies, garden furniture, nursery stock and monuments may be sold on an open lot provided the operation is in connection with an established related business conducted within a store building or retail greenhouse, not more than 150 feet therefrom, and provided the sales in open yards comply with the setbacks established in Section 1258.11 of this Zoning Code.
- (4) Child/Adult Day Care Centers. Buildings and land for child/adult day care centers, provided that a conditional use permit is granted in accordance with the procedures and standards set forth in Section 1242.07 of this Zoning Code.
- (b) Similar Main Uses Permitted. Any other neighborhood retail store, shop or service not listed above or in any subsequent use classification, and determined as similar by the Planning Commission in accordance with the standards set forth in Section 1242.08 of this Zoning Code. Main uses enumerated in a General Business District, except assembly halls, mortuaries, and bus passenger stations, may be permitted in a Local Business District, provided a conditional use permit is granted in accordance with the standards set forth in Section 1242.07 of this Zoning Code.
- (c) Accessory Uses Permitted. Any accessory use, such as storage of goods or processing operations which are clearly incidental to conducting a retail business, office or service establishment, which is permitted as a main use, provided that such a use has no injurious effect on adjoining Residential Districts.
  - (1) Accessory off-street parking and loading facilities as required in Chapter 1270 of this Zoning Code; and
  - (2) Signs in Local Business Districts shall be designed, erected, altered, reconstructed, moved and maintained, in whole or in part, in accordance with the type, design size, location, illumination and other provisions set forth in Chapter 1272 of this Zoning Code.

~~(Ord. 2009-155. Passed 11-16-09.)~~

**Section 3.** That Section 1258.03 of Chapter 1258 of Title Six of Part Twelve-Planning and Zoning Code of the Codified Ordinances of the City of Strongsville concerning Use Regulations; General Business District, be and is hereby amended to read in its entirety as follows:

**1258.03 USE REGULATIONS; GENERAL BUSINESS DISTRICT.**

Buildings and land shall be used, and buildings shall be designed, erected, altered, moved or maintained in whole or in part, in General Business Districts, only for uses set forth in the following schedules and regulations:



(a) Main Building and Uses Permitted.

- (1) Offices, stores, services and other use classifications as permitted in Local Business Districts;
- (2) Mortuaries (Funeral Homes);
- (3) Additional retail business stores and services conducted wholly within enclosed buildings and devoted to supplying the retail business needs of the community to the following extent:
  - A. Retail sales.
    1. The sale of all food; frozen food lockers;
    2. The sale of all general merchandise; dry goods, variety and department stores, **but excluding the sale of items listed in Section 1258.06(a)(4) and 1258.06(a)(5);**
    3. The sale of all hardware, appliances, china, furniture, floor and wall covering, business equipment, music, radio and television, provided no loudspeakers broadcast outside the parcel;
    4. The sale of bicycles, sport and athletic equipment, pet shops;
    5. Wholesale offices and showrooms, with storage limited to samples;
    6. The sale, serving and consumption of food, soft drinks, juices and ice cream in carry-out and sit-down restaurants whenever such use is within a business building located adjacent to another business building having one or more party walls and a common roof with one or more similar business buildings, but not as a separate business building or use, provided a conditional use permit is granted in accordance with the standards set forth in Section 1242.07. An outdoor eating area adjacent to and as an accessory use to the main building may be permitted provided a conditional use permit is granted in accordance with the standards set forth in Section 1242.07 of the Zoning Code.
    7. Restaurants, taverns, night clubs, delicatessens, eating establishments, businesses permitting dancing and live entertainment, whenever such use is within a business building located adjacent to another business building having one or more party walls and a common roof with one or more similar business buildings but not as a separate building or use provided a conditional use permit is granted in accordance with the standards set forth in Section 1242.07 of this Zoning Code. An outdoor eating area adjacent to and as an accessory use to the main building may be permitted provided a conditional use permit is granted in accordance with the standards set forth in Section 1242.07 of the Zoning Code.
    8. Individual retail business stores of 100,000 square feet and larger may be permitted a limited area to display merchandise outside the store building in an approved



designated, self-contained, screened area provided a conditional use permit is granted in accordance with the provisions of Section 1242.07 of this Zoning Code.

9. The sale and/or exchange of propane canisters not exceeding twenty (20) pounds at freestanding "big box" stores exceeding 50,000 square feet gross floor area; and freestanding "super" drug stores exceeding 14,000 square feet gross floor area provided a conditional use permit is granted in accordance with the provisions of Section 1242.07 of this Zoning Code.

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

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

(Ord. 2015-114. Passed 7-20-15.)

B. Services.

1. Shops for custom work for the making of articles to be sold only at retail on the premises, excluding internal combustion engines;
2. All personal service establishments without limitations on the number of persons engaged in such work, **but excluding services listed in Section 1258.06(a)(6)**;
3. Photographic developing, blueprinting, letter, job and newspaper printing, radio or television stations with ancillary transmittal towers, telephone exchanges, transformer stations;
4. Bus passenger stations, taxi stations; and
5. Veterinary office/out-patient clinic provided such use is a single use in a free-standing building with no dog runs and no overnight housing of animals.

- C. Churches. Buildings and land for churches provided that a conditional use permit is granted in accordance with the procedures and standards set forth in Section 1242.07 of this Zoning Code. To be located in a General Business District, a church shall be governed by and meet all requirements, standards and procedures of Chapter 1256 and other Codified Ordinance sections referenced therein.

- D. Child/Adult Day Care Centers. Buildings and land for child/adult day care centers, provided that a conditional use permit is granted in accordance with the procedures and standards set forth in Section 1242.07 of this Zoning Code.

- E. Exercise Facilities. Dance instruction, gymnastics, yoga, martial arts training, gymnasiums, and physical fitness centers, none of which shall exceed 5,000 square feet, provided that a conditional



use permit is granted in accordance with the procedures and standards set forth in Section 1242.07 of this Zoning Code.

- F. Automotive Service Centers. Automotive Service Centers in accordance with the provisions of Section 1258.14 and provided a conditional use permit is granted in accordance with the standards set forth in Section 1242.07 of the Zoning Code.
- (b) Similar Main Uses Permitted. Any other general business store, shop or service not listed above or in any subsequent use classification and determined as similar by the Planning Commission in accordance with the standards set forth in Section 1242.08.
- (c) Accessory Uses Permitted. Any accessory use such as storage of goods or processing operations which are clearly incident to conducting a retail business, office or service establishment or other permitted main use, provided that such accessory use serves solely as an accessory use to permitted main uses on the same zoning lot, and provided such an accessory use has no injurious effect on the adjoining residential districts. The following accessory uses are also permitted:
- (1) Accessory off-street parking and loading facilities as required in Chapter 1270 of this Zoning Code; and
  - (2) Signs in General Business Districts shall be designed, erected, altered, reconstructed, moved and maintained, in whole or in part, in accordance with the type, design size, location, illumination and other provisions set forth in Chapter 1272 of this Zoning Code.
  - (3) Crematories only as an integral component of a licensed mortuary (funeral home) provided a conditional use permit is granted in accordance with the standards set forth in Section 1242.07.

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

**Section 4.** That Section 1258.06 of Chapter 1258 of Title Six of Part Twelve-Planning and Zoning Code of the Codified Ordinances of the City of Strongsville concerning Use Regulations; Restaurant-Recreational Services District, be and is hereby amended to read in its entirety as follows:

**1258.06 USE REGULATIONS; RESTAURANT-RECREATIONAL SERVICES DISTRICT.**

Buildings and land shall be used and buildings shall be designed, erected, altered, moved or maintained in whole or in part in Restaurant-Recreational Services Districts only for the uses set forth in the following schedules and regulations:

- (a) Main Buildings and Uses Permitted.
- (1) The sale, serving and consumption of food, soft drinks, juices and ice cream in such places as drive-in, carry-out and sit-down restaurants. Places where food or beverages are not consumed within a building may be permitted only if a conditional use permit is granted in accordance with the standards set forth in Section 1242.07 of this Zoning Code. An outdoor eating area adjacent to and as an accessory use to the main building may be permitted provided a conditional



- use permit is granted in accordance with the standards set forth in Section 1242.07 of the Zoning Code.
- (2) The sale, serving and consumption of alcoholic beverages, including dancing and live entertainment, provided a conditional use permit is granted in accordance with the standards set forth in Section 1242.07 of this Zoning Code;
  - (3) Commercial, amusement and recreational services, such as assembly and meeting halls, billiard halls, bowling alleys, dance halls, indoor theaters, ice and roller skating rinks and other social, fraternal, sport and recreational establishments, provided they are conducted within an enclosed building and sufficiently sound-insulated to confine the noise to the premises. A game room or amusement arcade may be permitted only if a conditional use permit is granted in accordance with the general and specific standards set forth in Section 1242.07 of this Zoning Code.
  - (4) **Pawn shops, provided a conditional use permit is granted in accordance with the standards set forth in Section 1242.07 of this Zoning Code.**
  - (5) **The sale of paraphernalia typically associated with controlled substances, vape shops, vaporizer stores, and similar operations, provided a conditional use permit is granted in accordance with the standards set forth in Section 1242.07 of this Zoning Code.**
  - (6) **Tattoo parlors, hookah lounges, smoke lounges, vapor lounges, or other similar services, provided a conditional use permit is granted in accordance with the standards set forth in Section 1242.07 of this Zoning Code.**
- (b) Similar Main Uses Permitted. Any other restaurant or commercial recreational service facility not listed above or in any subsequent use classification and determined as similar by the Planning Commission in accordance with the standards set forth in Section 1242.08 of this Zoning Code;
- (c) Accessory Uses Permitted. Any accessory use, such as storage of goods which are clearly incidental to conducting a restaurant or commercial recreational use, shall be permitted, provided such accessory use is compatible with the permitted main use.
- (1) Mechanical amusement devices as defined in Section 1240.08(c)(19), provided, however, that a conditional use permit must be obtained pursuant to this section for the use of more than one device in the business premises;
  - (2) Accessory off-street parking and loading facilities as required in Chapter 1270 of this Code; and
  - (3) Signs in Restaurant-Recreational Services Districts shall be designed, erected, altered, reconstructed, moved and maintained, in whole or in part, in accordance with the type,



design size, location, illumination and other provisions set forth in Chapter 1272 of this Zoning Code.

~~(Ord. 2009-155. Passed 11-16-09.)~~

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

**Section 6.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is necessary to provide for the appropriate regulation of such establishments as conditional permitted uses in certain districts, and to ensure the safety of the general public. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

First reading: September 6, 2016 Referred to Planning Commission

Second reading: October 3, 2016 September 7, 2016

Third reading: \_\_\_\_\_

*Favorable re comm endation by PC*  
 Approved: September 22, 2016

Public Hearing: \_\_\_\_\_

\_\_\_\_\_  
 President of Council

Approved: \_\_\_\_\_  
 Mayor

Date Passed: \_\_\_\_\_

Date Approved: \_\_\_\_\_

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

Attest: \_\_\_\_\_  
 Clerk of Council

ORD. No. 2016-158 Amended: \_\_\_\_\_  
 1st Rdg. 09-06-16 Ref: PC/PZE  
 2nd Rdg. 10-3-16 Ref: PZE  
 3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

Pub Hrg. 11-7-16 Ref: \_\_\_\_\_  
 Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_



**CITY OF STRONGSVILLE**  
**OFFICE OF THE COUNCIL**

**MEMORANDUM**

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**TO:** Planning Commission  
**FROM:** Aimee Pientka, Clerk of Council  
**DATE:** September 7, 2016  
**SUBJECT:** Referral from Council: Ordinance Nos. 2016-158 & 2016-159

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Please be advised that at its regular meeting of September 6, 2016, City Council referred the following Ordinances to the Planning Commission for its report and recommendation thereon:

- Ordinance No. 2016-158 by Mayor Perciak, Mr. Carbone and Mr. Schonhut. AN ORDINANCE AMENDING SECTIONS 1242.07(b), 1258.02, 1258.03 and 1258.06, OF TITLE SIX OF PART TWELVE-PLANNING AND ZONING CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE IN ORDER TO ESTABLISH REGULATIONS FOR CERTAIN BUSINESSES, AND DECLARING AN EMERGENCY. *First reading and referred to Planning Commission 09-06-16.*
- Ordinance No. 2016-159 by Mayor Perciak and Mr. Daymut. AN ORDINANCE APPROVING AND AUTHORIZING THE GRANT OF REVOCABLE LICENSES TO MEGHAN RUGGIERO AND JOSEPH RUGGIERO; NICHOLAS R. CATANZARITE AND LAUREN A. CATANZARITE; AND ANTHONY M. CATANZARITE AND ANDREA M. CATANZARITE, FOR THE USE OF A PUBLIC WAY FOR THE ERECTION OF STREET LIGHTS AND APPURTENANCES; AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS IN FURTHERANCE THEREOF; AND DECLARING AN EMERGENCY. *First reading and referred to Planning Commission 09-06-16.*

A copy of these Ordinances are attached for Planning Commission review.

AKP  
Attachments

## MEMORANDUM

**TO:** Aimee Pientka, Council Clerk  
Neal Jamison, Law Director

**FROM:** Carol Oprea, Administrative Assistant, Boards & Commissions

**SUBJECT:** Referrals to Council

**DATE:** September 23, 2016

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Please be advised that at its meeting of September 22, 2016, the Strongsville Planning Commission gave Favorable Recommendation to the following;

### **ORDINANCE NO. 2016-158**

AN ORDINANCE AMENDING SECTIONS 1242.07(B), 1258.02, 1258.03 and 1258.06, OF TITLE SIX OF PART TWELVE-PLANNING AND ZONING CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE IN ORDER TO ESTABLISH REGULATIONS FOR CERTAIN BUSINESSES AND DECLARING AN EMERGENCY.

### **ESCAPE ROOM/ Nimer Elder, Agent**

Determination of a Similar Use pursuant to Codified Ordinance Section 1242.08 and 1258.03(b) to permit a training center conducted within an enclosed building in a General Business District.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 179

By: Mr. Carbone and Mr. Schonhut

**AN ORDINANCE AMENDING SECTION 1258.09 OF TITLE SIX OF PART TWELVE-PLANNING AND ZONING CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE IN ORDER TO ESTABLISH LAND COVERAGE REQUIREMENTS IN CERTAIN BUSINESS ZONING DISTRICTS, AND DECLARING AN EMERGENCY.**

WHEREAS, the City has a legitimate, substantial and compelling interest in encouraging development patterns that minimize the secondary effects of land uses; and

WHEREAS, this Council does hereby determine that it is in the best interests of the health, safety and welfare of the citizens of the City of Strongsville to enact this Ordinance.

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

**Section 1.** That Section 1258.09 of Chapter 1258 of Title Six of Part Twelve-Planning and Zoning Code of the Codified Ordinances of the City of Strongsville concerning Land Coverage, be and is hereby amended to read in its entirety as follows:

**1258.09 LAND COVERAGE.**

In Local Business, General Business, Shopping Center, Motorist Service and Restaurant-Recreational Services Districts, notwithstanding any other provision of this Zoning Code, the land area occupied by main and accessory buildings shall not exceed twenty-five percent (25%) of the total area of the parcel being developed, **and a minimum of twenty-five percent (25%) of the total land area shall be maintained as landscaped green area.** In General Business Districts, such percentage of building coverage may be increased if the Planning Commission finds that by providing the required number of accessory parking spaces on an adjacent parcel within a walking distance of 250 feet from the main building, the off-street parking and loading facility requirements set forth in Chapter 1270 of this Zoning Code will be satisfied.

Whenever the required accessory off-street parking facilities are proposed to be located on a parcel other than the one occupied by the main building served, the Planning Commission may require a copy of the agreements covering such an arrangement as set forth in Section 1270.07 of this Zoning Code.

~~(Ord. 1978-165. Passed 10-16-78.)~~



**CITY OF STRONGSVILLE, OHIO**  
**ORDINANCE NO. 2016 – 179**  
**Page 2**

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

**Section 3.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is necessary to establish land coverage requirements in certain business zoning districts, and to ensure the safety of the general public. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

First reading: September 19, 2016  
 Second reading: October 17, 2016  
 Third reading: November 7, 2016  
 Public Hearing: \_\_\_\_\_

Referred to Planning Commission

November 8, 2016  
 Unfavorable recommendation by  
 Approved: Planning Commission  
November 17, 2016

\_\_\_\_\_  
 President of Council

Approved: \_\_\_\_\_  
 Mayor

Date Passed: \_\_\_\_\_

Date Approved: \_\_\_\_\_

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

Attest: \_\_\_\_\_  
 Clerk of Council

ORD. No. 2016-179 Amended: \_\_\_\_\_  
 1st Rdg. 09-19-16 Ref: PZE  
 2nd Rdg. 10-17-16 Ref: PZE  
 3rd Rdg. 11-7-16 Ref: PC/PZE

Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

## Aimee Pientka

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**From:** Matt Schonhut  
**Sent:** Friday, October 14, 2016 9:16 AM  
**To:** Michael Daymut  
**Cc:** Jim Carbone; Tom Perciak; Aimee Pientka; Neal Jamison; Duke Southworth  
**Subject:** Ordinance 2016-179

Mike,

Jim and I would like to table ordinance 2016-179, as relates to greenspace requirements, for the time being. We listened to some concerns and are looking at the possibility of revising this ordinance before moving forward. We ask that you please table this ordinance in the committee before sending it over to planning commission.

Give me a call should you have any questions.

Best Regards,  
Matt

Sent from my iPhone



**CITY OF STRONGSVILLE**  
**OFFICE OF THE COUNCIL**

**MEMORANDUM**

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**TO:** Planning Commission  
**FROM:** Aimee Pientka, Clerk of Council  
**DATE:** November 8, 2016  
**SUBJECT:** Referral from Council: Ordinance Nos. 2016-179 & 2016-202

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Please be advised that at its regular meeting of November 7, 2016, City Council referred the following Ordinances to the Planning Commission for its report and recommendation thereon:

- Ordinance No. 2016-179 by Mr. Carbone and Mr. Schonhut. AN ORDINANCE AMENDING SECTION 1258.09 OF TITLE SIX OF PART TWELVE-PLANNING AND ZONING CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE IN ORDER TO ESTABLISH LAND COVERAGE REQUIREMENTS IN CERTAIN BUSINESS ZONING DISTRICTS, AND DECLARING AN EMERGENCY. First reading 09-19-16. Second reading 10-17-16. Third reading and referred to Planning Commission November 7, 2016.
  
- Ordinance No. 2016-202 by Mayor Perciak and Mr. Daymut. AN ORDINANCE APPROVING AND AUTHORIZING A GRANT OF REVOCABLE LICENSE TO SCHNEIDER RESERVE MASTER ASSOCIATION, INC. FOR THE USE OF A PUBLIC WAY FOR THE ERECTION OF STREET LIGHTS AND APPURTENANCES; AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT IN FURTHERANCE THEREOF; AND DECLARING AN EMERGENCY. *First reading and referred to Planning Commission 11-07-16.*

A copy of these Ordinances are attached for Planning Commission review.

AKP  
Attachments

## MEMORANDUM

**TO:** Aimee Pientka, Council Clerk  
Neal Jamison, Law Director

**FROM:** Carol Oprea, Administrative Assistant, Boards & Commissions

**SUBJECT:** Referrals to Council

**DATE:** November 18, 2016

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Please be advised that at its meeting of November 17, 2016, the Strongsville Planning Commission gave Favorable Recommendation to the following;

**SCHNEIDER RESERVE MASTER ASSOCIATION/Kyle Pelfrey, Agent**

Addition of two decorative street lights to be located within the public right-of-way on Kenilworth Drive, PPN 395-22-001 zoned R1-75. (Ordinance No. 2016-202)

Also at that meeting the Planning Commission gave Unfavorable Recommendation to the following;

**ORDINANCE NO. 2016-179**

An Ordinance Amending Sections 1258.09 of Title Six of Part Twelve Planning and Zoning Code of the Codified Ordinances of the City of Strongsville in order to establish Land Coverage Requirements in certain Business Zoning Districts, and Declaring an Emergency.



CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2016 – 197

By: Mr. Daymut

**A RESOLUTION CONFIRMING PLANNING COMMISSION APPROVAL OF A DETERMINATION THAT A TRAINING/ AMUSEMENT FACILITY IS A SIMILAR MAIN USE AND PERMITTED IN A GENERAL BUSINESS DISTRICT.**

WHEREAS, the agent for a business known as the Escape Room has requested a determination of similar main use for property located at 14765 Pearl Road, and further identified as PPN 396-19-001, which is zoned General Business, in order to occupy 3,798 square feet of the space to be utilized as a training/amusement facility; and

WHEREAS, pursuant to City of Strongsville Codified Ordinance Sections 1242.08 and 1258.03(b), the Planning Commission has determined that such intended use is not listed in any other classification of permitted buildings or uses; such use is more appropriate and conforms to the basic characteristics of the classification to which it is to be added than to any other classification; such use does not create dangers to health and safety and does not create offensive noise, vibration, dust, heat, smoke, odor, glare or other objectionable influences to an extent greater than normally resulting from other uses listed in the classification to which it is to be added; and such use does not create traffic to a greater extent than the other uses listed in the classification to which it is to be added; namely, General Business; and

WHEREAS, therefore, at its meeting of September 22, 2016, the Commission gave favorable recommendation to the determination of a similar main use as a training/amusement facility conducted within an enclosed building in a General Business District in accordance with those standards set forth in Codified Ordinance Section 1242.08.

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

**Section 1.** That this Council hereby confirms the City Planning Commission's approval of the determination of a similar main use as a training/amusement facility conducted within an enclosed building to be permitted in accordance with City of Strongsville Codified Ordinance Sections 1242.08 and 1258.03(b).

**Section 2.** That pursuant to Section 1242.08 of the Codified Ordinances of the City of Strongsville, a training/amusement facility conducted wholly within an enclosed building shall hereinafter be included in the enumeration of uses permitted by right in the General Business District.

**CITY OF STRONGSVILLE, OHIO**  
**RESOLUTION NO. 2016 – 197**  
**Page 2**

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

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

\_\_\_\_\_  
 President of Council

Approved: \_\_\_\_\_  
 Mayor

Date Passed: \_\_\_\_\_ Date Approved: \_\_\_\_\_

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

Attest: \_\_\_\_\_  
 Clerk of Council

RES  
 ORD. No. 2016-197 Amended: \_\_\_\_\_  
 1st Rdg. 10-17-16 Ref: PZE  
 2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

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Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_



CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 198

By: Mayor Perciak and Mr. Daymut

**AN ORDINANCE AMENDING SECTION 1258.03 OF TITLE SIX OF PART TWELVE-PLANNING AND ZONING CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE IN ORDER TO ESTABLISH REGULATIONS FOR TRAINING AND AMUSEMENT FACILITIES IN A GENERAL BUSINESS DISTRICT, AND DECLARING AN EMERGENCY.**

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

**Section 1.** That Section 1258.03 of Chapter 1258 of Title Six of Part Twelve-Planning and Zoning Code of the Codified Ordinances of the City of Strongsville concerning Use Regulations; General Business District, be and is hereby amended to read in its entirety as follows:

**1258.03 USE REGULATIONS; GENERAL BUSINESS DISTRICT.**

Buildings and land shall be used, and buildings shall be designed, erected, altered, moved or maintained in whole or in part, in General Business Districts, only for uses set forth in the following schedules and regulations:

(a) Main Buildings and Uses Permitted.

- (1) Offices, stores, services and other use classifications as permitted in Local Business Districts;
- (2) Mortuaries (Funeral Homes);
- (3) Additional retail business stores and services conducted wholly within enclosed buildings and devoted to supplying the retail business needs of the community to the following extent:
  - A. Retail sales.
    1. The sale of all food; frozen food lockers;
    2. The sale of all general merchandise; dry goods, variety and department stores;
    3. The sale of all hardware, appliances, china, furniture, floor and wall covering, business equipment, music, radio and television, provided no loudspeakers broadcast outside the parcel;
    4. The sale of bicycles, sport and athletic equipment, pet shops;
    5. Wholesale offices and showrooms, with storage limited to samples;
    6. The sale, serving and consumption of food, soft drinks, juices and ice cream in carry-out and sit-down restaurants whenever such use is within a business building located adjacent to another business building

having one or more party walls and a common roof with one or more similar business buildings, but not as a separate business building or use, provided a conditional use permit is granted in accordance with the standards set forth in Section 1242.07. An outdoor eating area adjacent to and as an accessory use to the main building may be permitted provided a conditional use permit is granted in accordance with the standards set forth in Section 1242.07 of the Zoning Code.

7. Restaurants, taverns, night clubs, delicatessens, eating establishments, businesses permitting dancing and live entertainment, whenever such use is within a business building located adjacent to another business building having one or more party walls and a common roof with one or more similar business buildings but not as a separate building or use provided a conditional use permit is granted in accordance with the standards set forth in Section 1242.07 of this Zoning Code. An outdoor eating area adjacent to and as an accessory use to the main building may be permitted provided a conditional use permit is granted in accordance with the standards set forth in Section 1242.07 of the Zoning Code.
8. Individual retail business stores of 100,000 square feet and larger may be permitted a limited area to display merchandise outside the store building in an approved designated, self-contained, screened area provided a conditional use permit is granted in accordance with the provisions of Section 1242.07 of this Zoning Code.
9. The sale and/or exchange of propane canisters not exceeding twenty (20) pounds at freestanding "big box" stores exceeding 50,000 square feet gross floor area; and freestanding "super" drug stores exceeding 14,000 square feet gross floor area provided a conditional use permit is granted in accordance with the provisions of Section 1242.07 of this Zoning Code.  
(Ord. 2014-132. Passed 9-2-14.)
10. Brewpubs and microbreweries which include attached restaurant facilities for the on-site consumption of food and beverages provided that a conditional use permit is granted in accordance with the standards set forth in Section 1242.07 of this Zoning Code.  
(Ord. 2015-114. Passed 7-20-15.)



- B. Services.
  - 1. Shops for custom work for the making of articles to be sold only at retail on the premises, excluding internal combustion engines;
  - 2. All personal service establishments without limitations on the number of persons engaged in such work;
  - 3. Photographic developing, blueprinting, letter, job and newspaper printing, radio or television stations with ancillary transmittal towers, telephone exchanges, transformer stations;
  - 4. Bus passenger stations, taxi stations; and
  - 5. Veterinary office/out-patient clinic provided such use is a single use in a free-standing building with no dog runs and no overnight housing of animals.
- C. Churches. Buildings and land for churches provided that a conditional use permit is granted in accordance with the procedures and standards set forth in Section 1242.07 of this Zoning Code. To be located in a General Business District, a church shall be governed by and meet all requirements, standards and procedures of Chapter 1256 and other Codified Ordinance sections referenced therein.
- D. Child/Adult Day Care Centers. Buildings and land for child/adult day care centers, provided that a conditional use permit is granted in accordance with the procedures and standards set forth in Section 1242.07 of this Zoning Code.
- E. Exercise Facilities. Dance instruction, gymnastics, yoga, martial arts training, gymnasiums, and physical fitness centers, none of which shall exceed 5,000 square feet, provided that a conditional use permit is granted in accordance with the procedures and standards set forth in Section 1242.07 of this Zoning Code.
- F. Automotive Service Centers. Automotive Service Centers in accordance with the provisions of Section 1258.14 and provided a conditional use permit is granted in accordance with the standards set forth in Section 1242.07 of the Zoning Code.

**G. Training/Amusement Facilities.**

- (b) Similar Main Uses Permitted. Any other general business store, shop or service not listed above or in any subsequent use classification and determined as similar by the Planning Commission in accordance with the standards set forth in Section 1242.08.
- (c) Accessory Uses Permitted. Any accessory use such as storage of goods or processing operations which are clearly incident to conducting a retail business, office or service establishment or other permitted main use, provided that such accessory use serves solely as an accessory use to permitted main uses on the same zoning lot, and provided such an

accessory use has no injurious effect on the adjoining residential districts. The following accessory uses are also permitted:

- (1) Accessory off-street parking and loading facilities as required in Chapter 1270 of this Zoning Code; and
- (2) Signs in General Business Districts shall be designed, erected, altered, reconstructed, moved and maintained, in whole or in part, in accordance with the type, design size, location, illumination and other provisions set forth in Chapter 1272 of this Zoning Code.
- (3) Crematories only as an integral component of a licensed mortuary (funeral home) provided a conditional use permit is granted in accordance with the standards set forth in Section 1242.07.

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

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

**Section 3.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is necessary to provide for the appropriate regulation of training/amusement facilities in General Business Districts to ensure the safety and welfare of the general public and compliance with all applicable State requirements. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

First reading: October 17, 2016

Second reading: \_\_\_\_\_

Third reading: \_\_\_\_\_

Public Hearing: \_\_\_\_\_

\_\_\_\_\_  
President of Council

Approved: \_\_\_\_\_  
Mayor

Date Passed: \_\_\_\_\_

Date Approved: \_\_\_\_\_



CITY OF STRONGSVILLE, OHIO  
ORDINANCE NO. 2016 – 198  
Page 5

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

Attest: \_\_\_\_\_

Clerk of Council

ORD. No. 2016-198 Amended: \_\_\_\_\_

1st Rdg. 10-17-16 Ref: PZE

2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

Favorable recommendation by Planning Commission 9-22-16

Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_

Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

**MEMORANDUM**

RECEIVED

SEP 23 2016

LAW OFFICES OF  
CITY OF STRONGSVILLE

**TO:** Aimee Pientka, Council Clerk  
Neal Jamison, Law Director

**FROM:** Carol Oprea, Administrative Assistant, Boards & Commissions

**SUBJECT:** Referrals to Council

**DATE:** September 23, 2016

---

Please be advised that at its meeting of September 22, 2016, the Strongsville Planning Commission gave Favorable Recommendation to the following;

**ORDINANCE NO. 2016-158**

AN ORDINANCE AMENDING SECTIONS 1242.07(B), 1258.02, 1258.03 and 1258.06, OF TITLE SIX OF PART TWELVE-PLANNING AND ZONING CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE IN ORDER TO ESTABLISH REGULATIONS FOR CERTAIN BUSINESSES AND DECLARING AN EMERGENCY.

**ESCAPE ROOM/ Nimer Elder, Agent**

Determination of a Similar Use pursuant to Codified Ordinance Section 1242.08 and 1258.03(b) to permit a training center conducted within an enclosed building in a General Business District.



CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 202

By: Mayor Perciak and Mr. Daymut

**AN ORDINANCE APPROVING AND AUTHORIZING A GRANT OF REVOCABLE LICENSE TO SCHNEIDER RESERVE MASTER ASSOCIATION, INC. FOR THE USE OF A PUBLIC WAY FOR THE ERECTION OF STREET LIGHTS AND APPURTENANCES; AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT IN FURTHERANCE THEREOF; AND DECLARING AN EMERGENCY.**

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

**Section 1.** That this Council hereby approves and authorizes the granting of a revocable license to Schneider Reserve Master Association, Inc., for the use of a portion of the public right-of-way described in the Exhibits "A" and "B" of Exhibit "1" attached hereto, for the purposes of the erection and maintenance of street lights and appurtenances, and upon the terms and conditions set forth in the License Agreement attached hereto as Exhibit "1", and incorporated herein by reference, which in all respects is approved.

**Section 2.** That the Mayor be and is hereby authorized to enter into and execute the License Agreement, and to do all things necessary to carry out the provisions thereof.

**Section 3.** That the Clerk of Council is hereby directed to cause the aforesaid License Agreement to be recorded in the office of the Cuyahoga County Fiscal Office after its execution and upon receipt of evidence of title satisfactory to the Law Director.

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

**Section 5.** That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that the immediate granting of the aforesaid license agreement is necessary to secure the illumination of the premises and protect the safety of pedestrian and vehicular traffic on the public right-of-way and

**CITY OF STRONGSVILLE, OHIO**  
**ORDINANCE NO. 2016 - 202**  
**Page 2**

prevent a potential public nuisance. 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	_____	_____
Schonhut	_____	_____
Short	_____	_____
Southworth	_____	_____

Attest: \_\_\_\_\_  
 Clerk of Council

ORD. No. 2016-202 Amended: \_\_\_\_\_  
 1st Rdg. 11-7-16 Ref: PC/PZF  
 2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
Favorable recommendation by  
Planning Commission 11-17-16.  
 Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

11/17/16

## LICENSE AGREEMENT

Agreement made this \_\_\_ day of \_\_\_\_\_, 2016, between the **CITY OF STRONGSVILLE**, County of Cuyahoga, State of Ohio, an Ohio municipal corporation located at 16099 Foltz Parkway, Strongsville, Ohio 44149, herein called "City," and **SCHNEIDER RESERVE MASTER ASSOCIATION, INC., c/o Associated Property Management LLC**, located at 5090 Park Avenue West, Seville, Ohio 44273, herein called "Licensee."

### SECTION ONE

#### Grant of License; Description of Premises

City hereby grants to Licensee a license to occupy and use, subject to all of the terms and conditions hereof, the public right-of-way on Kenilworth Drive as reflected in Exhibits A and B, attached hereto and incorporated herein by reference, and as approved by the Planning Commission (the "Premises").

### SECTION TWO

#### Limitation to Described Purpose

The Premises may be occupied and used by Licensee solely for the construction, erection, maintenance and repair of two (2) decorative street lights and appurtenances in, on, over and under the Premises and for incidental purposes related thereto during the period beginning \_\_\_\_\_, and continuing until this Agreement is terminated as hereinafter provided.

### SECTION THREE

#### Periodic Payments

Licensee shall pay City for this license at the rate of One and No/100 Dollars (\$1.00) per year payable in advance. The first payment shall be made on the date of the beginning of the period specified above. Subsequent payments shall be made in advance on the first day of December of each year thereafter during the continuance of this Agreement.



## **SECTION FOUR Construction**

The decorative street lights and appurtenances in, on, under and over the Premises shall be constructed, reconstructed, maintained and repaired in accordance with plans and specifications approved by the City; and such decorative street lights and appurtenances shall be constructed so that there will be no danger of the same obstructing the view of pedestrian and/or vehicular traffic or otherwise posing a hazard or risk to the safety of the public. The expense of construction shall be borne solely by the Licensee.

## **SECTION FIVE Maintenance by Licensee**

The decorative street lights and appurtenances shall be maintained in good repair by the Licensee at its sole cost and expense. In furtherance thereof, Licensee agrees to provide the necessary labor and materials to continuously maintain the decorative street lights, Premises, landscape care, and any and all other related appurtenances in a good, safe and sanitary condition and repair throughout the term of this License. In the maintenance of the Premises and the landscaping therein, no changes shall be made in existing structures or plantings without the written authorization of the Building Commissioner and such other appropriate body as the circumstances require. If the Director of Public Safety finds that the decorative street lights and appurtenances obstruct the view of vehicle or pedestrian traffic or otherwise pose a hazard or risk to the safety of the public; or are required by the City to be removed in connection with the construction, reconstruction, maintenance and/or repair of the municipal sewer system; or if the Premises shall not be maintained by the Licensee as herein required, the City, upon the order of the Director of Public Safety with or without notice, may cure the defect, obstruction or safety hazard and/or perform the required maintenance or removal. Should any of the foregoing events occur, Licensee agrees to pay the City, in addition to any other sums required by this Agreement, all reasonable costs and expenses incurred by the City in undertaking such work.

## **SECTION SIX Utility Costs**

Licensee shall be responsible for and directly pay all costs and expenses for power and related costs charged by The Illuminating Company or any other utility company, their successors and assigns.

## **SECTION SEVEN Insurance**

Licensee, at its sole expense, shall keep in force during the term of this License comprehensive, public liability and property damage insurance issued by responsible

insurance companies naming the City and the Licensee as insureds and in a form acceptable to the City for the protection of the City and Licensee against all liabilities, judgments, costs, damages and expenses which may accrue against, be charged to, or recovered from the City by reason of damage to the property of, injury to or death of any person or persons on account of any accident or event which may occur on the demised Premises in an amount not less than \$500,000.00 with respect to any one person, and \$1,000,000.00 with respect to any one accident or disaster, and \$500,000.00 with respect to property damage. In the event that the City is notified that any insurance policy the Licensee maintains for the Premises is canceled or modified in any way, so that the Licensee shall not be in compliance with the liability insurance provisions set forth above, then this Agreement may be terminated by the City by giving written notice to the Licensee, such notice to be given following such cancellation or modification of the liability insurance and not less than five (5) days prior to the termination date therein specified.

### **SECTION EIGHT Indemnification**

Licensee agrees, at its expense, to defend, indemnify and hold harmless the City, its officers, agents and employees from and against all liability or loss for injuries to or deaths of persons or damages to property caused by any act or omission to act, or use or occupancy of the Premises by Licensee, its invitees and guests or any other person authorized by Licensee to use the Premises or any portion thereof. Each party hereto shall give to the other prompt and timely notice of any claim made or suit instituted coming to the knowledge of their respective officers or employees, and both shall have the right to participate in the defense of same to the extent of its own interest. In the event the City shall decide to so defend, such defense shall not be deemed a waiver by the City of any of its rights against Licensee under the foregoing indemnification provisions.

### **SECTION NINE Termination**

Either party may terminate this Agreement at any time, without regard to payment periods, by giving written notice to the other, specifying the date of termination, such notice to be given not less than thirty (30) days prior to the date therein specified. Should the decorative street lights and/or appurtenances, or any essential part thereof, be totally destroyed by fire or other casualty, this Agreement shall immediately terminate; and in the case of partial destruction, this Agreement may be terminated by either party by giving written notice to the other, specifying the date of termination, such notice to be given within fifteen (15) days following such partial destruction and not less than five (5) days prior to the termination date therein specified. If Licensee shall make an assignment for the benefit of creditors, or be placed in receivership or adjudicated a bankrupt, or take advantage of any bankruptcy or insolvency law, City may terminate this Agreement by giving written notice to the Licensee, specifying the date of termination, such notice to be given not less than ten (10) days prior to the date therein

specified. Upon termination by either party, all decorative street lights and appurtenances shall be immediately removed from the City right of way at the sole cost of the Licensee; and if not so removed by the Licensee, the decorative street lights and appurtenances may be removed by the City, and the cost incurred by the City for the removal shall be charged back to the Licensee.

**SECTION TEN  
General Provisions**

**A. No Assignment.** The license privileges hereunder are personal to Licensee and shall not be assignable by Licensee in whole or in part without the advance, written permission of the City which the City is not required to provide. The rights and obligations hereunder shall be binding upon and inure to the benefit of the Licensee and the City and their respective successors and permitted assigns.

**B. Privilege not exclusive.** The permission given herewith is not exclusive; and the City may at any time permit the installation of improvements of a similar or dissimilar nature to those of Licensee.

**C. Public Access.** This license is not a grant of an exclusive use of the Premises to the Licensee for any purpose, and the Licensee shall at all times keep and maintain the Premises to allow for the free and open use thereof by the public and the City, its officers, agents, employees and others authorized by it.

**D. Notices.** Any notice mailed, addressed to Licensee at the address listed above, or delivered to Licensee, shall be deemed to be proper notice hereunder to the Licensee. Any notice mailed or delivered to the Mayor shall be notice by Licensee to the City, unless and until City shall designate a different representative or address.

**E. Sole Understanding.** This Agreement represents the sole understanding of the parties concerning the subject decorative street lights and shall supersede any other prior writings, agreements or understanding, written or oral, regarding the same subject matter.


**IN WITNESS WHEREOF**, the parties being duly authorized have executed this license at Strongsville, Ohio the day and year first above written.

Signed in the presence of:


**CITY OF STRONGSVILLE**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Thomas P. Perciak, Mayor

  
\_\_\_\_\_  
\_\_\_\_\_

**SCHNEIDER RESERVE MASTER ASSOCIATION, INC.**

By:   
\_\_\_\_\_  
Its:   
\_\_\_\_\_



STATE OF OHIO            )  
                                          ) ss  
COUNTY OF CUYAHOGA)

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Strongsville, Ohio, this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public

STATE OF OHIO            )  
                                          ) ss  
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named **SCHNEIDER RESERVE MASTER ASSOCIATION, INC.**, by John Mott, its Board President, who acknowledged that he/she did sign the foregoing instrument and that the same is his/her free act and deed and the free act and deed of said club/association.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Strongsville, Ohio, this 28th day of October, 2016.

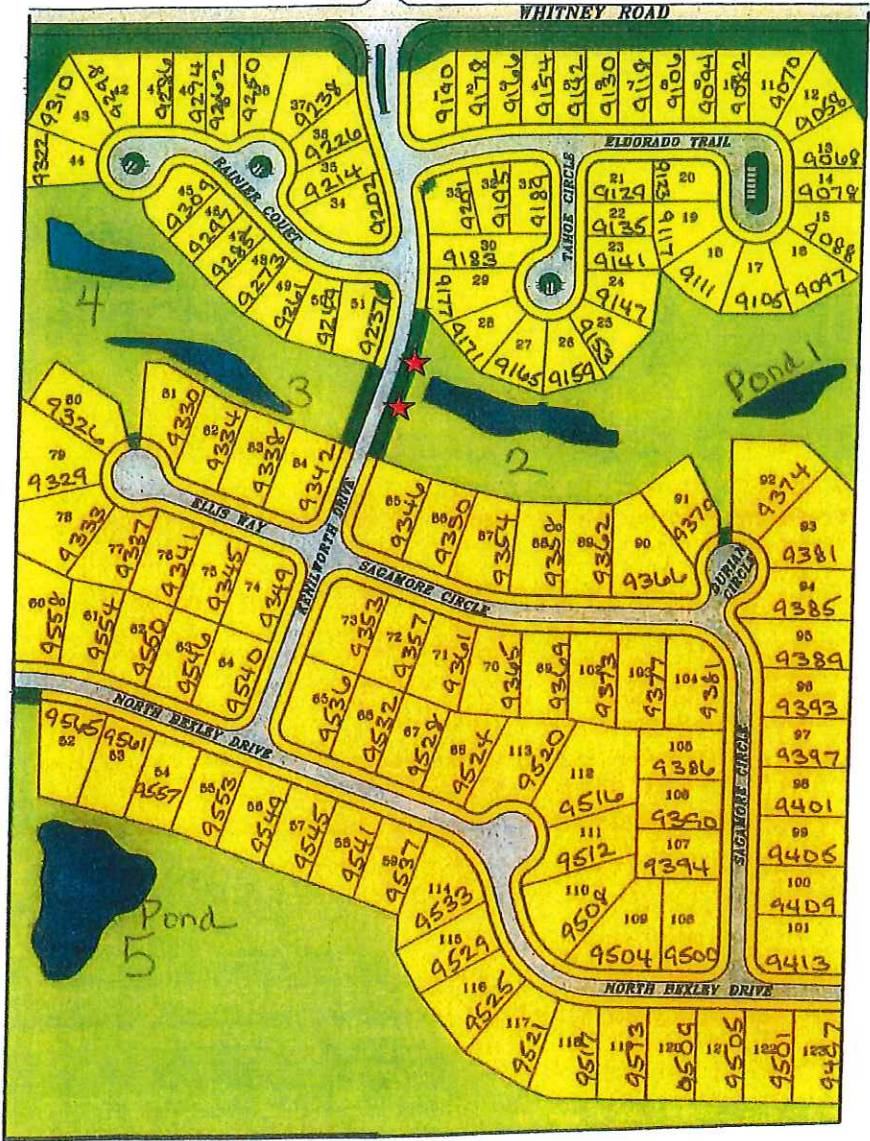


NANCY M SIKORSKI  
NOTARY PUBLIC - OHIO  
MY COMMISSION EXPIRES  
03-14-2019

Nancy M. Sikorski  
Notary Public

**EXHIBIT A**

★ Denotes Street Light



**Maintenance Plan**

- Homeowner Maintenance
- Common Areas - Weekly Maintenance
- Stormwater Management Areas - Untreated
- Garden Homes Maintenance
- No Maintenance



**Schneider Reserve Homeowners' Association Maintenance Plan**

This illustration is intended for graphic purposes only. Maintenance Plan subject to change without notice. Not to Scale



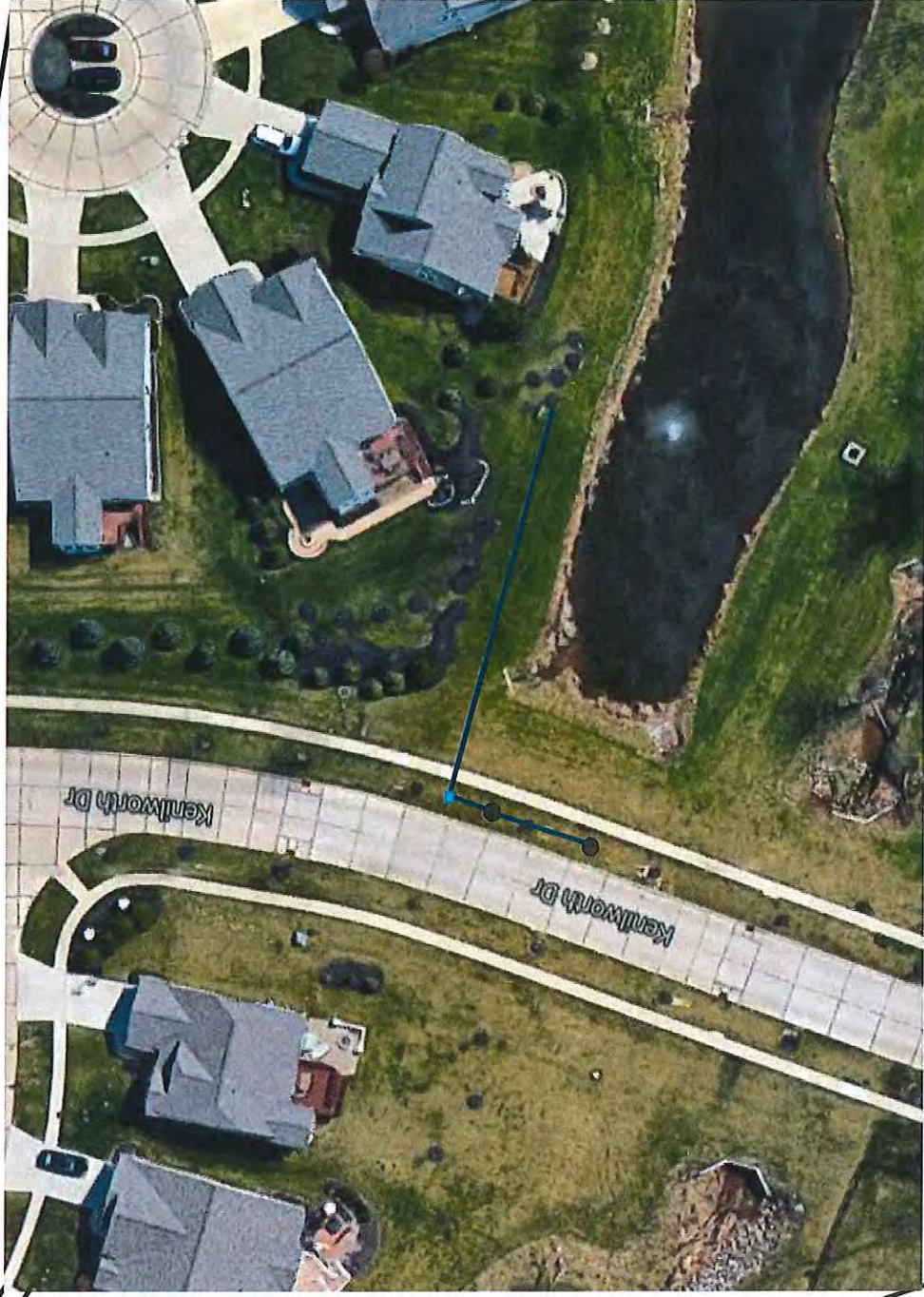
# Schneider Reserve – Light Poles



## Scope of Work

- 1) Install new 120V, 20A circuit breaker in existing panel
- 2) Trench Approximately 200 feet from Meter Panel to area between the street and sidewalk (Blue Line).
- 3) Install pull box (Light blue box)
- 4) Continue trench to pole locations
- 5) Install 1" PVC conduit
- 6) Install direct bury light poles (Black circle)
- 7) Run 3 12 AWG conductors
- 8) Install luminaires

**EXHIBIT B**



Contact:  
Damon Linder  
Lampion Companies  
(Perram Electric)  
330-465-7151



**CITY OF STRONGSVILLE**  
**OFFICE OF THE COUNCIL**

**MEMORANDUM**

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**TO:** Planning Commission  
**FROM:** Aimee Pientka, Clerk of Council  
**DATE:** November 8, 2016  
**SUBJECT:** Referral from Council: Ordinance Nos. 2016-179 & 2016-202

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Please be advised that at its regular meeting of November 7, 2016, City Council referred the following Ordinances to the Planning Commission for its report and recommendation thereon:

- Ordinance No. 2016-179 by Mr. Carbone and Mr. Schonhut. AN ORDINANCE AMENDING SECTION 1258.09 OF TITLE SIX OF PART TWELVE-PLANNING AND ZONING CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE IN ORDER TO ESTABLISH LAND COVERAGE REQUIREMENTS IN CERTAIN BUSINESS ZONING DISTRICTS, AND DECLARING AN EMERGENCY. First reading 09-19-16. Second reading 10-17-16. Third reading and referred to Planning Commission November 7, 2016.
- Ordinance No. 2016-202 by Mayor Perciak and Mr. Daymut. AN ORDINANCE APPROVING AND AUTHORIZING A GRANT OF REVOCABLE LICENSE TO SCHNEIDER RESERVE MASTER ASSOCIATION, INC. FOR THE USE OF A PUBLIC WAY FOR THE ERECTION OF STREET LIGHTS AND APPURTENANCES; AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT IN FURTHERANCE THEREOF; AND DECLARING AN EMERGENCY. *First reading and referred to Planning Commission 11-07-16.*

A copy of these Ordinances are attached for Planning Commission review.

AKP  
Attachments

## MEMORANDUM

**TO:** Aimee Pientka, Council Clerk  
Neal Jamison, Law Director

**FROM:** Carol Oprea, Administrative Assistant, Boards & Commissions

**SUBJECT:** Referrals to Council

**DATE:** November 18, 2016

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Please be advised that at its meeting of November 17, 2016, the Strongsville Planning Commission gave Favorable Recommendation to the following;

**SCHNEIDER RESERVE MASTER ASSOCIATION/Kyle Pelfrey, Agent**

Addition of two decorative street lights to be located within the public right-of-way on Kenilworth Drive, PPN 395-22-001 zoned R1-75. (Ordinance No. 2016-202)

Also at that meeting the Planning Commission gave Unfavorable Recommendation to the following;

**ORDINANCE NO. 2016-179**

An Ordinance Amending Sections 1258.09 of Title Six of Part Twelve Planning and Zoning Code of the Codified Ordinances of the City of Strongsville in order to establish Land Coverage Requirements in certain Business Zoning Districts, and Declaring an Emergency.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 214

By: Mayor Perciak and Mr. Daymut

**AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ISSUE AND APPROVE CHANGE ORDER NO. 1 (FINAL) FOR AN INCREASE IN THE CONTRACT PRICE IN ACCORDANCE WITH THE PROVISIONS OF THE CONTRACT BETWEEN THE CITY OF STRONGSVILLE AND FABRIZI TRUCKING & PAVING COMPANY, INC., IN CONNECTION WITH THE WESTWOOD DRIVE WIDENING PROJECT, AND DECLARING AN EMERGENCY.**

WHEREAS, pursuant to Ordinance No. 2016-144, Council authorized the Mayor to enter into a contract with Fabrizi Trucking & Paving Company, Inc. for the Westwood Drive Widening Project in the City of Strongsville, in an amount not to exceed \$253,257.25; and

WHEREAS, the City's Engineer has now recommended that it would be in the best interests of the City to include changes in the work performed or to be performed on the Project by Fabrizi Trucking & Paving Company, Inc., generally being additional work requested by the City, and reconciling actual quantities to plan quantities, all as summarized in the Change Order Exhibit "A" attached hereto and incorporated herein as if fully rewritten, and to provide additional payment for such changes in the work in the amount of \$41,084.34 for a new total Project cost of \$294,341.59.

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

**Section 1.** That the Mayor be and is hereby authorized and directed to issue and approve Change Order No. 1 (Final) to the contract in the amount of \$41,084.34, as recommended by the City Engineer, and reflected in Exhibit "A"; and after the issuance and approval of said Change Order No. 1 (Final) and completion of such work, to direct the Director of Finance to make payment to Fabrizi Trucking & Paving Company, Inc. in the additional amount of \$41,084.34, thereby increasing the total Project cost to \$294,341.59.

**Section 2.** That the funds necessary for this Ordinance have been appropriated and shall be paid from the General Capital Improvement Fund, and that the Director of Finance be and is hereby authorized and directed to issue the City's warrants for payment accordingly, and in accordance with the terms and conditions of the contract.



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

**Section 4.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to provide for changes in the work in order to properly and timely complete the Project, to facilitate payment to the contractor for changes in the work, to avoid potential legal problems, and conserve public funds. Therefore, provided this Ordinance receives the 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	_____	_____
Schonhut	_____	_____
Short	_____	_____
Southworth	_____	_____

Attest: \_\_\_\_\_  
 Clerk of Council

ORD. No. 2016-214 Amended: \_\_\_\_\_  
 1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

**CHANGE ORDER**

Order No. # 1 Final  
Date: November 8, 2016  
Agreement Date: August 1, 2016

Name of PROJECT: **Westwood Drive Widening 2016**

CONTRACTOR: **Fabrizi Trucking and Paving Co., Inc.**

The following changes are hereby made to the CONTRACTOR DOCUMENTS:

Justification: Project close out to actual quantities

Change to CONTRACT PRICE

Original CONTRACT PRICE: **\$253,257.25**

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

The CONTRACT PRICE due to this CHANGE ORDER will be **increased** by:  
**\$41,084.34**

The new CONTRACT PRICE including this CHANGE ORDER will be:  
**\$294,341.59**

Change to CONTRACT TIME:

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

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

Requested by: \_\_\_\_\_  
**Fabrizi Trucking and Paving Co., Inc.**

Recommended by: \_\_\_\_\_  
**Ken Mikula, P. E., City Engineer**

Accepted by: \_\_\_\_\_  
**Mayor Thomas P. Perciak**



**CITY OF STRONGSVILLE 2016 WESTWOOD WIDENING PROJECT CHANGE ORDER FINAL**

ITEM	DESCRIPTION	UNIT	BID PRICE	BID QUANTITY	PROPOSED QUANTITY	BID COST	PROPOSED COST
1	Remove and Relocate existing cabinet controller	EA	9,350.00	1.00	1.00	\$ 9,350.00	\$ 9,350.00
2	Remove asphalt pavement for boring pit at new sanitary lateral connection	SY	50.00	4.00	4.00	\$ 200.00	\$ 200.00
3	Remove aggregate driveway/shoulder	SY	5.00	93.00	93.00	\$ 465.00	\$ 465.00
4	Removed stamped concrete pavement	SY	15.00	85.00	-	\$ 1,275.00	\$ -
5	Remove existing curb	LF	10.00	25.00	37.00	\$ 250.00	\$ 370.00
6	Remove existing curb inlet or catch basin	EA	400.00	2.00	2.00	\$ 800.00	\$ 800.00
7	Remove concrete sidewalk or apron	SY	14.00	510.00	263.76	\$ 7,140.00	\$ 3,692.64
8	Sawcut and remove existing curb and underdrain	LF	16.00	327.00	400.00	\$ 5,232.00	\$ 6,400.00
9	Sawcut sidewalk or pavement	LF	2.00	278.00	278.00	\$ 556.00	\$ 556.00
10	Remove existing 8" storm sewer	LF	3.00	100.00	20.00	\$ 300.00	\$ 60.00
11	Remove existing 10" storm sewer	LF	3.00	100.00	100.00	\$ 300.00	\$ 300.00
12	Remove existing 12" storm sewer	LF	10.00	3.00	3.00	\$ 30.00	\$ 30.00
13	Remove and relocate existing pullbox	EA	1,210.00	1.00	1.00	\$ 1,210.00	\$ 1,210.00
14	New Pull-box, re-wiring loops and signals (Contingency Item as directed by Engineer)	EA	4,000.00	1.00	-	\$ 4,000.00	\$ -
15	Excavation including embankment	LS	6,000.00	1.00	1.00	\$ 6,000.00	\$ 6,000.00
16	Subgrade excavation, including preparation and compaction	CY	20.00	25.00	-	\$ 500.00	\$ -
17	Subgrade excavation, including preparation and compaction	CY	60.00	16.00	16.00	\$ 960.00	\$ 960.00
18	10" aggregate base at pavement replacement (East typ. Section)	CY	60.00	9.00	9.00	\$ 540.00	\$ 540.00
19	Tack coat, 0.1 gal/SY	GAL	5.50	107.00	211.00	\$ 588.50	\$ 1,160.50
20	Single chip seal with polymer binder	SY	3.00	946.00	2,118.00	\$ 2,838.00	\$ 6,354.00
21	Mill existing pavement (1.5" thickness)	SY	3.25	987.00	2,118.00	\$ 3,207.75	\$ 6,883.50
22	Built joint	EA	350.00	2.00	2.00	\$ 700.00	\$ 700.00
23	0" to 3" asphalt concrete intermediate overlay (2" average thickness)	CY	275.00	53.00	50.78	\$ 14,575.00	\$ 13,964.50
24	0" to 3" asphalt concrete intermediate overlay (2" average thickness)	CY	350.00	4.00	-	\$ 1,400.00	\$ -
25	5" Asphalt concrete intermediate course at full depth pavement replacement ( East typ. Section)	CY	435.00	5.00	16.69	\$ 2,175.00	\$ 7,260.15
26	1.5"asphalt concrete surface course	CY	270.00	45.00	106.00	\$ 12,150.00	\$ 28,620.00
27	Remove and replace asphalt surface course as necessary along proposed walk at Architectural Justice	CY	450.00	3.00	-	\$ 1,350.00	\$ -
28	8" concrete pavement with modified integral type 2B curb	SY	176.00	112.00	112.00	\$ 19,712.00	\$ 19,712.00
29	8" heavy duty concrete sidewalk/apron with 6" aggregate base	SF	9.00	827.00	1,275.00	\$ 7,443.00	\$ 11,475.00
30	4" stamped concrete pavement at cross walk (includes additional milling and pavement removal necessary)	SF	14.00	368.00	480.00	\$ 5,152.00	\$ 6,720.00
31	4" concrete sidewalk with 2" aggregate base	SF	6.00	3,072.00	3,012.00	\$ 18,432.00	\$ 18,072.00
32	Stamped concrete pavement: 4" concrete over 2" aggregate base (match in kind)	SF	10.00	4,358.00	4,147.36	\$ 43,580.00	\$ 41,473.60
33	6" dia. Perf. Underdrain incl., filter fabric trench wrap in no. 8 agg.	LF	11.00	408.00	426.00	\$ 4,488.00	\$ 4,686.00
34	Type 6 curb	LF	42.00	62.00	76.00	\$ 2,604.00	\$ 3,192.00
35	4" edge line, type 1, solid (white)	LF	4.00	62.00	62.00	\$ 248.00	\$ 248.00
36	4" center line, solid double, type 1 (yellow)	LF	6.00	264.00	405.00	\$ 1,584.00	\$ 2,430.00
37	8" channelizing line, type 1, solid (white)	LF	1.50	130.00	128.00	\$ 195.00	\$ 192.00
38	24" stop line, type 1 (white)	LF	4.00	31.00	52.00	\$ 124.00	\$ 208.00
39	12" crosswalk line, type 1 (white)	LF	3.00	121.00	194.00	\$ 363.00	\$ 582.00
40	Lane arrow (left turn), type 1	EA	70.00	2.00	2.00	\$ 140.00	\$ 140.00
41	Lane arrow (thru-right), type 1	EA	70.00	2.00	2.00	\$ 140.00	\$ 140.00
42	Word "ONLY" on pavement, 8" tall (white)	EA	80.00	2.00	-	\$ 160.00	\$ -
43	ADA detectable warning truncated domes at accessible ramps	EA	1,250.00	4.00	4.00	\$ 5,000.00	\$ 5,000.00
44	Loop detector	EA	1,650.00	2.00	2.00	\$ 3,300.00	\$ 3,300.00
45	Inspection & maintenance of erosion control items	LS	1,000.00	1.00	1.00	\$ 1,000.00	\$ 1,000.00
46	Inlet protection	EA	90.00	6.00	6.00	\$ 540.00	\$ 540.00
47	Treelawn regrading and restoration	LS	3,000.00	1.00	1.00	\$ 3,000.00	\$ 3,000.00
48	Treelawn seeding and mulching	LS	2,400.00	1.00	1.00	\$ 2,400.00	\$ 2,400.00
49	12" STORM CONDUIT (RCP)	LF	80.00	104.00	102.00	\$ 8,320.00	\$ 8,160.00
50	Catch basin w/rap	EA	2,800.00	1.00	1.00	\$ 2,800.00	\$ 2,800.00
51	2' X 3' inlet basin	EA	2,800.00	1.00	1.00	\$ 2,800.00	\$ 2,800.00
52	Storm manhole	EA	3,015.00	1.00	1.00	\$ 3,015.00	\$ 3,015.00
53	6" sanitary boring connection	LF	215.00	55.00	55.00	\$ 11,825.00	\$ 11,825.00
54	Maintaining traffic	LS	9,950.00	1.00	1.00	\$ 9,950.00	\$ 9,950.00
55	Construction layout stakes	LS	4,500.00	1.00	1.00	\$ 4,500.00	\$ 4,500.00
56	As-Built drawings	LS	500.00	1.00	-	\$ 500.00	\$ -
57	Pre-Construction video recording	LS	10,000.00	1.00	1.00	\$ 10,000.00	\$ 10,000.00
58	Televised inspection and testing of storm sewers	LS	500.00	1.00	-	\$ 500.00	\$ -
59	Street signs	LS	850.00	1.00	-	\$ 850.00	\$ -
60	Adjust rim elevation/replace cover for existing hand hole in tree lawn	LS	500.00	1.00	1.00	\$ 500.00	\$ 500.00
	<b>Additional Work</b>						
8.31.16	6" Sanitary Connection to Mitchell's	LS	1,338.32		1.00	\$	\$ 1,338.32
9.19.16	Broken Water Service Box at Dentist Office Bldg, Sta 1+67	LS	352.00		1.00	\$	\$ 352.00
9.21.16	Put Underdrain Along Side of Dentist Office Bldg as instructed	LS	4,542.16		1.00	\$	\$ 4,542.16
9.21.22	Gas Service Box in Way of New Trench Train at Dentist Office Bldg	LS	1,232.75		1.00	\$	\$ 1,232.75
9.21.27	Added Curb in Front of Arch. Justice on Pearl Road	LS	603.75		1.00	\$	\$ 603.75
9.26.29	Installed Trench Trench Drain Between Sidewalk and Stamp Work at Dentist	LS	10,024.22		1.00	\$	\$ 10,024.22
EX 1	4" White Parking Line	LF	3.45		600.00	\$	\$ 2,070.00
EX 2	Handicap Symbol	EA	80.50		3.00	\$	\$ 241.50
	<b>TOTAL</b>					\$ 253,267.25	\$ 294,341.59
	<b>INCREASE</b>						\$ 41,084.34



CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 215

By: Mayor Perciak and Mr. Daymut

**AN ORDINANCE AMENDING THE MASTER SIGN PROGRAM FOR SOUTHPARK MALL, AND DECLARING AN EMERGENCY.**

WHEREAS, Council, through Ordinance No. 1996-107, approved the Master Sign Program for SouthPark Center Shopping Center District and adopted the Master Sign Program Design Intent as the standards for signage therein; and

WHEREAS, an application was submitted to the Planning Commission for approval of one (1) sign at location 84 for Orange Theory Fitness, and one (1) sign at location 85 for Blaze Pizza, on property located at 17887 SouthPark Center (part of PPN 396-20-005) and known as The Commons at SouthPark for inclusion in the Master Sign Program for SouthPark Mall; and

WHEREAS, at its November 3, 2016 meeting, the Planning Commission approved the inclusion of the proposed signage.

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

**Section 1.** That the Master Sign Program for SouthPark Mall be and is hereby amended to add one (1) sign at location 84 for Orange Theory Fitness, and one (1) sign at location 85 for Blaze Pizza, on property located at 17887 SouthPark Center (part of PPN 396-20-005) and known as The Commons at SouthPark, as approved by the City Planning Commission; and the same be and is hereby made a part of the Master Sign Program for SouthPark Mall.

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

**Section 3.** That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary in order to establish appropriate regulations for the signage of lands in the City to promote the effective control of traffic, the orderly function of public services, and the aesthetic quality and character of signage on the SouthPark Mall site. Therefore, provided this

**CITY OF STRONGSVILLE, OHIO**  
**ORDINANCE NO. 2016 – 215**  
**Page 2**

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	_____	_____
Schonhut	_____	_____
Short	_____	_____
Southworth	_____	_____

Attest: \_\_\_\_\_  
 Clerk of Council

ORD. No. 2016-215 Amended: \_\_\_\_\_  
 1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

## MEMORANDUM

**TO:** Aimee Pientka, Council Clerk  
Neal Jamison, Law Director

**FROM:** Carol Oprea, Administrative Assistant, Boards & Commissions

**SUBJECT:** Referrals to Council

**DATE:** November 4, 2016

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Please be advised that at its meeting of November 3, 2016, the Strongsville Planning Commission gave Favorable Recommendation to the following;

**SOUTHPARK MALL/ Steven Greenberger, Agent**

Revision to the Master Sign Program to add one (1) sign for Orange Theory Fitness located at number 84 and Blaze Pizza located at number 85 in the Master Sign Program Grid for property located at 17887 South Park Center, part of PPN 396-20-005 zoned Shopping Center. *\*ARB Favorable Recommendation of tenant signage 11-1-16.*

At the same meeting the Commission gave Unfavorable Recommendation to the following;

**ORDINANCE NO. 2016-178**

An Ordinance Amending Sections 1242.07(b), 1258.02, 1258.03 and 1258.04 of Title Six of Part Twelve Planning and Zoning Code of the Codified Ordinances of the City of Strongsville in order to establish Regulations for Certain Large Retail Businesses and Declaring an Emergency.



CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 216

By: Mayor Perciak and Mr. Dooner

**AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO AGREEMENT(S) TO PURCHASE PROPERTY-CASUALTY AND RELATED INSURANCE COVERAGES, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.**

WHEREAS, by and through Ordinance No. 2015-211, Council authorized the Mayor and Director of Finance to enter into a contract with **TRAVELERS COMPANIES**, as carrier, through **THE FEDELI GROUP** for the purchase of the City's property-casualty, liability and related insurance coverages for the departments of the City under a new municipal insurance program commencing December 1, 2015 for a twelve (12) month period ending November 30, 2016; and

WHEREAS, the market for public entities insurance is now limited to a few carriers and a proliferation of pools, and is becoming less favorable according to the City's independent insurance consultant; and

WHEREAS, the product and insurance program offered by Travelers Companies through The Fedeli Group is among the most competitive, and the carrier is highly rated; and

WHEREAS, because the City can maintain price stability and competitive rates, with no diminution in terms, conditions or coverage limits, the City's insurance consultant, Compensation Analysis, Inc., and Director of Finance have recommended that the City renew its policy and continue with The Fedeli Group with underwriting of coverages through Travelers Companies as the carrier for the next year; and

WHEREAS, therefore, this Council finds it would be in the City's best interest to forego the normal bidding or proposal procedure in order to obtain and renew insurance coverages at a reasonable and advantageous rate with minimal rate increase over the last year, to protect the City, its officers, employees, real and personal property.

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

**Section 1.** That this Council finds and determines, as set out in Article V, §5 of the Charter, that there is an immediate and present emergency in the operation of The Department of Finance and various other Departments of the City of Strongsville, in that it is necessary to enter into a renewal of the contract with **TRAVELERS COMPANIES**, in order to avoid a gap in insurance coverage, to protect the City's officers, employees,

real and personal property, to maintain reasonable insurance protection with advantageous premiums, and preserve the expenditure of funds in relation to insurance coverages and potential liability.

**Section 2.** That, for the reasons aforesaid, the Mayor and the Director of Finance be and are hereby authorized and directed to enter into a renewal of the agreement with **TRAVELERS COMPANIES** through **THE FEDELI GROUP** for the purchase of applicable insurance coverages to continue the City's current property-casualty and liability insurance program, commencing on December 1, 2016 for a twelve (12) month period ending November 30, 2017, in an amount not to exceed \$374,123.00 in annual premium. A copy of the agreement and policies including coverages are on file in the office of the Director of Finance and in the office of the City's insurance consultant, and shall be in a form to be approved by the Law Director.

**Section 3.** That the funds for the purpose of the aforesaid expenditure have been appropriated and shall be paid from the General Fund, Street Construction, Maintenance and Repair Fund; Fire Levy Fund; Multi-Purpose Complex Fund; and Sanitary Sewer Fund.

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

**Section 5.** That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, property, health, safety and welfare, and for the further reason that the immediate renewal of the aforesaid insurance coverages is required in order to prevent a gap in coverages, to properly and completely protect the financial interests and property of the City, to ensure competitive premium rates, and to conserve public funds. Therefore, provided this Ordinance receives the unanimous vote of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor.

\_\_\_\_\_  
President of Council

Approved: \_\_\_\_\_  
Mayor

Date Passed: \_\_\_\_\_ Date Approved: \_\_\_\_\_

CITY OF STRONGSVILLE, OHIO  
ORDINANCE NO. 2016 - 216  
Page 2

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

Attest: \_\_\_\_\_  
Clerk of Council

ORD. No. 2016-216 Amended: \_\_\_\_\_  
1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_



CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 217

By: Mr. Carbone

**AN ORDINANCE RATIFYING, CONFIRMING AND APPROVING THE MAYOR ENTERING INTO A CONTRACT FOR EMERGENCY SANITARY SEWER LINE REPAIRS ON JONATHAN DRIVE IN THE CITY OF STRONGSVILLE, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.**

WHEREAS, the City's Public Service Director and Sewer Department Supervisor recently determined that an emergency situation arose where it was crucial to locate a sanitary sewer line on Jonathan Drive, in order to clean out said line; and

WHEREAS, therefore, it accordingly was immediately necessary to contract with an existing qualified and readily available local City contractor already providing sewer maintenance services, which could promptly provide the proper equipment for this project, in order to protect the health, safety, welfare and property of the City, its residents and guest.

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

**Section 1.** That this Council finds and determines, as set out in Article V, §5 of the Charter, that there was a real and present emergency in the operation of the Service Department of the City of Strongsville, and that it was immediately necessary to enter into a contract, without public bidding, with **LAKE COUNTY SEWER COMPANY, INC.**, in order to make necessary immediate repairs to a sanitary sewer line on Jonathan Drive, to locate and clean out the line to protect the health, safety, welfare and property of the City, its residents and guests.

**Section 2.** That, for the reasons aforesaid, this Council hereby ratifies, confirms and approves the Mayor's entering into a contract with **LAKE COUNTY SEWER COMPANY, INC.**, without public bidding, in an amount not to exceed \$1,050.00, for labor and equipment, for immediate repairs to a sanitary sewer line on Jonathan Drive in the City of Strongsville, as more fully set forth in the invoice marked as Exhibit A, attached hereto and incorporated herein by reference, and in a form approved by the Law Director.

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

**CITY OF STRONGSVILLE, OHIO**  
**ORDINANCE NO. 2016 – 217**  
**Page 2**

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

**Section 5.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare, and for the further reason that the within contract was immediately necessary in order to commence the repairs to a sanitary sewer line in the City, to ensure the proper maintenance of the municipal sewer system, and conserve public funds. Therefore, provided this Ordinance receives the unanimous vote of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor.

\_\_\_\_\_  
 President of Council

Approved: \_\_\_\_\_  
 Mayor

Date Passed: \_\_\_\_\_ Date Approved: \_\_\_\_\_

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

Attest: \_\_\_\_\_  
 Clerk of Council

ORD. No. 2016-217 Amended: \_\_\_\_\_  
 1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

# LAKE COUNTY SEWER COMPANY, INC.

32900 Lakeland Boulevard  
Willowick, OH 44095  
USA

# INVOICE

Invoice Number: 14000  
Invoice Date: Sep 20, 2016  
Page: 1

Duplicate

Voice: (440)585-5757  
Fax: (440)585-2253

Bill To:
CITY OF STRONGSVILLE ATTN: RAY JARED <i>JARRETT</i> 16099 FOLTZ PKWY STRONGSVILLE, OH 44149

Ship to:

Customer ID	Customer PO	Payment Terms	
SCO3	346	C.O.D.	
Sales Rep ID	Shipping Method	Ship Date	Due Date
			9/20/16

Quantity	Description	Unit Price	Amount
3.50	L.E.T.S. 2295 JOHNATHAN & LOCATE LINE AND CLEAN-OUT TEE <i>JARRETT</i> WORK PERFORMED PER RAY JARED . PURCHASE ORDER # 346 ON 9/20/16 1 DVD & LOG TO FOLLOW	300.00	1,050.00

**RECEIVED**  
OCT 05 2016  
CITY OF STRONGSVILLE  
SERVICE DEPARTMENT

*RAY JARRETT*  
*10-5-2016*

Check/Credit Memo No:

Subtotal	1,050.00
Sales Tax	
Total Invoice Amount	1,050.00
Payment/Credit Applied	
<b>TOTAL</b>	<b>1,050.00</b>





CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 218

By: Mr. Carbone

**AN ORDINANCE RATIFYING, CONFIRMING AND APPROVING THE MAYOR ENTERING INTO A CONTRACT FOR THE PURCHASE OF CONCRETE FOR INSTALLATION OF A WALKWAY ON CITY PROPERTY, NEAR THE CITY'S COMMUNICATIONS CENTER ON ZVERINA LANE, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.**

WHEREAS, the City's Director of Public Service recently determined that it was necessary to install a concrete walkway on Zverina Lane, near the City's Communications Center, for the protection of the public walking along Zverina Lane; and

WHEREAS, therefore, it was necessary to contract with an existing qualified and readily available local vendor already providing services and materials to the City, which could promptly provide the specific ready-mix concrete for the walkway in order to protect the health, safety, welfare and property of the City, its officers, employees, agents and guests.

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

**Section 1.** That this Council finds and determines, as set out in Article V, §5 of the Charter, that there was a real and present emergency in the operation of the Department of Public Service of the City of Strongsville and that it was necessary to enter into a contract for the purchase of specific ready-mix concrete, without public bidding, with **MEDINA SUPPLY, a division of Shelly Company**, in order to install a walkway on Zverina Lane for the health, safety, welfare and property of the City, its officers, employees, agents and guests.

**Section 2.** That, for the reasons aforesaid, this Council hereby ratifies, confirms and approves the Mayor's entering into a contract with **MEDINA SUPPLY**, without public bidding, in an amount not to exceed \$6,520.17, for concrete, as more fully set forth in Exhibit A attached hereto and incorporated herein by reference, and in a form approved by the Law Director.

**Section 3.** That the funds for the purpose of the aforesaid expenditure have been appropriated and shall be paid from the Street Construction, Maintenance & Repair Fund.

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

**Section 5.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare, and for the further reason that the within contract was immediately necessary in order to provide the materials required for a walkway on City property to protect the health, safety, welfare and property of the City, its officers, employees, agents and guests. Therefore, provided this Ordinance receives the unanimous vote of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor.

\_\_\_\_\_ Approved: \_\_\_\_\_  
 President of Council Mayor

Date Passed: \_\_\_\_\_ Date Approved: \_\_\_\_\_

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

Attest: \_\_\_\_\_  
 Clerk of Council

ORD. No. 2016-218 Amended: \_\_\_\_\_  
 1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

# STATEMENT

Medina Supply Co div of SMI  
PO Box 781744

Detroit, MI 48278-1744

Account Number	Page
24536	1
Statement Date	
10/1/2016	

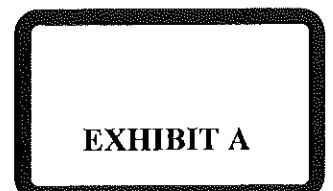
STRONGSVILLE, CITY OF  
16099 FOLTZ INDUSTRIAL PKWY  
STRONGSVILLE, OH 44149

Date	Cd	Invoice	Project#/Description	Charge	Finance Chg	Credits	Balance
08/16/2016	I	1705597	ZVERINA (STRONGSVILLE) - 880	1,128.57	0.00	0.00	1,128.57
08/17/2016	I	1705505	ZVERINA (STRONGSVILLE) - 880	723.07	0.00	0.00	723.07
08/18/2016	I	1705973	ZVERINA (STRONGSVILLE) - 880	2,129.94	0.00	0.00	2,129.94
08/19/2016	I	1707146	ZVERINA (STRONGSVILLE) - 880	2,538.59	0.00	0.00	2,538.59
<b>Current</b>		<b>31-60 Days</b>	<b>61-90 Days</b>	<b>Over 90 Days</b>	<b>Retainage</b>	<b>Balance Due</b>	
\$0.00		\$6,520.17	\$0.00	\$0.00	\$0.00	\$6,520.17	

Billing Questions: 330-365-5488

Remit Payments to: Medina Supply Co div of SMI  
PO Box 781744

Detroit, MI 48278-1744





CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2016 – 219

By: Mr. Carbone

**A RESOLUTION GRANTING PERMISSION TO REPURCHASE CERTAIN CERTIFICATES FOR BURIAL RIGHTS IN THE STRONGSVILLE MUNICIPAL CEMETERY.**

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, this Council hereby authorizes the repurchase of a certificate for burial rights in the Strongsville Municipal Cemetery for Grave C, in Lot 114 of Section F, from Gloria Santoli, by the City of Strongsville at the same price that was originally paid therefor.

**Section 2.** That the funds for the repurchase of said certificate 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	_____	_____
Schonhut	_____	_____
Short	_____	_____
Southworth	_____	_____

Attest: \_\_\_\_\_  
Clerk of Council

**RES.**  
ORD. No. 2016-219 Amended: \_\_\_\_\_  
1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
Adopted: \_\_\_\_\_ Repealed: \_\_\_\_\_

**CITY OF STRONGSVILLE, OHIO**

**ORDINANCE NO. 2016 – 220**

**By: Mayor Perciak and Mr. DeMio**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A SECOND AMENDMENT TO THE AGREEMENT FOR PUBLIC SAFETY DISPATCH SERVICES BETWEEN THE CITY OF STRONGSVILLE AND THE CITY OF BEREA, IN CONNECTION WITH AN ADJUSTMENT OF FEES COMMENCING JANUARY 1, 2017 AND DECLARING AN EMERGENCY.**

WHEREAS, through adoption of Ordinance No. 2014-178 on October 20, 2014, the Strongsville City Council authorized an Agreement with the City of Berea for public safety services; and

WHEREAS, through adoption of Ordinance No. 2014-77 on October 20, 2014, the Berea City Council likewise authorized an Agreement with Strongsville for such public safety services; and

WHEREAS, on November 3, 2014, Strongsville and Berea entered into an *Agreement for Public Safety Dispatch Services*, in which Strongsville agreed to dispatch Berea Police Department and Fire Department calls, on a twenty-four (24) hour basis, to authorized personnel of the Berea Police Department and the Berea Fire Department and other public safety resources (such as animal control) generally with regard to emergency and non-emergency incidents, and with communication support and services/systems directly related to the dispatch function, and subject to other specific terms and conditions contained therein; and

WHEREAS, at that time, Berea agreed to certain terms and conditions in connection with payment to Strongsville for Strongsville's provision of such Dispatch Services; and

WHEREAS, thereafter on February 17, 2016, the parties entered into an *Amendment to Agreement* providing for an adjustment to the provision for payment based upon the first year of operations and consistent with the Agreement, and as authorized by Strongsville City Council in Ordinance No. 2016-022; and

WHEREAS, based upon two years of operations and in accordance with provisions of said Agreement, it is now necessary to amend and adjust the provision relating to payment for Dispatch Services; and

WHEREAS, Berea has agreed to such a Second Amendment providing for an increase in fees commencing January 1, 2017.

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

**CITY OF STRONGSVILLE, OHIO**

**ORDINANCE NO. 2016 – 220**

Page 2

**Section 1.** That the Mayor be and is hereby authorized and directed to enter into a Second Amendment to Agreement for Public Safety Dispatch Services between the City of Strongsville, Ohio and the City of Berea, Ohio, providing for an adjustment in the payment of fees to the City of Strongsville for dispatch services for 2017, commencing January 1, 2017, at an adjusted rate of \$27,641.00 per month, for a total of \$331,700.00 for the year 2017, in accordance with the terms and conditions set forth in the proposed Second Amendment to Agreement attached hereto as Exhibit "A" and incorporated herein by reference, which in all respects is hereby approved.

**Section 2.** That any funds received pursuant to this Ordinance shall be deposited into the General Fund, and any expenditures required by the City to effectuate the Agreement have been appropriated for 2017 and shall be paid from the General Fund.

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

**Section 4.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to enter into the Amendment to Agreement to provide for proper and fair compensation to the City for dispatch services, to act in accordance with the terms and conditions of the Agreement, and conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

\_\_\_\_\_  
President of Council

Approved: \_\_\_\_\_  
Mayor

Date Passed: \_\_\_\_\_ Date Approved: \_\_\_\_\_

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

Attest: \_\_\_\_\_  
Clerk of Council

ORD. No. 2016-220 Amended: \_\_\_\_\_  
1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
Adopted: \_\_\_\_\_ Passed: \_\_\_\_\_



**SECOND AMENDMENT TO AGREEMENT  
FOR PUBLIC SAFETY DISPATCH SERVICES  
BETWEEN  
THE CITY OF STRONGSVILLE, OHIO AND  
THE CITY OF BEREA, OHIO**

**THIS SECOND AMENDMENT TO AGREEMENT** made at Strongsville, Ohio, this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the **CITY OF STRONGSVILLE**, Ohio, hereinafter designated as "Strongsville", and the **CITY OF BEREA**, Ohio, hereinafter designated as "Berea".

**WITNESSETH:**

WHEREAS, through adoption of Ordinance No. 2014-I78 on October 20, 2014, the Strongsville City Council authorized an Agreement with the City of Berea for public safety services; and

WHEREAS, through adoption of Ordinance No. 2014-77 on October 20, 2014, the Berea City Council likewise authorized an Agreement with Strongsville for such public safety services; and

WHEREAS, on November 3, 2014, Strongsville and Berea entered into an *Agreement for Public Safety Dispatch Services*, in which Strongsville agreed to dispatch Berea Police Department and Fire Department calls, on a twenty-four (24) hour basis, to authorized personnel of the Berea Police Department and the Berea Fire Department and other public safety resources (such as animal control) generally with regard to emergency and non-emergency incidents, and with communication support and services/systems directly related to the dispatch function, and subject to other specific terms and conditions contained therein; and

WHEREAS, at that time, Berea agreed to certain terms and conditions in connection with payment to Strongsville for Strongsville's provision of such Dispatch Services; and

WHEREAS, thereafter, on February 17, 2016, the parties entered into an Amendment to Agreement providing for an adjustment to the provision for payment based upon the third year of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2016-022; and

WHEREAS, based upon the two (2) years of operations and in accordance with provisions of said Agreement, it is now necessary to amend the provision relating to payment for Dispatch Services;

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants set forth in the Agreement and herein, it is agreed as follows:

1. Article I(F) of the Agreement be and is hereby amended to read in part as follows:

\* \* \*

**EXHIBIT A**

“F. Payment for Dispatch Services: Berea, in consideration of the provision of the Dispatch Services outlined herein, agrees to pay Strongsville the amount of Twenty-Five Thousand Dollars (\$25,000.00) per month by the first (1<sup>st</sup>) of each month for Dispatch Services provided in that month, for a total annual fee of Three Hundred Thousand Dollars (\$300,000.00) through December 31, 2015. For the period of operation from January 1, 2016 through February 29, 2016, Berea will pay Strongsville at the same rate of Twenty-Five Thousand Dollars (\$25,000.00) per month; and thereafter from March 1, 2016 through December 31, 2016, Berea will pay Strongsville at an increased rate of Twenty-Six Thousand Dollars (\$26,000.00) per month by the first (1<sup>st</sup>) of each month for Dispatch Services provided in that month, for a total of Three Hundred Ten Thousand Dollars (\$310,000.00) for such second year of operation. **For the period of operation from January 1, 2017 through December 31, 2017, Berea will pay Strongsville at an increased rate of pay of Twenty-Seven Thousand Six Hundred Forty-One Dollars (\$27,641.00) per month by the first of each month for Dispatch Services provided in that month, for a total of Three Hundred Thirty-One Thousand Seven Hundred Dollars (\$331,700.00) for such third year of operation.”**

\* \* \*

2. This Second Amendment to Agreement amends, modifies and supplements the Agreement effective January 1, 2017 only as specifically set forth herein. All rights and obligations of Strongsville and Berea under the Agreement and all other provisions not specifically amended herein remain unmodified and in full force and effect.

3. This Second Amendment to Agreement shall be binding upon Strongsville and Berea and their respective successors and assigns.

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

Signed in the presence of:

**CITY OF BEREA**  
**(“Berea”)**

By: \_\_\_\_\_  
Cyril M. Kleem, Mayor

**CITY OF STRONGSVILLE  
("Strongsville")**

By: \_\_\_\_\_  
Thomas P. Perciak, Mayor

**CERTIFICATE OF FINANCE DIRECTOR**

I hereby certify that the amount of money required to meet the expenditures called for by this Amendment to Agreement is in the treasury, to the credit of the fund for which it is to be drawn, or in the process of collection, and not appropriated for any other purpose.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Finance Director, City of Berea

**CERTIFICATE OF LAW DIRECTOR FOR THE  
CITY OF BEREa**

I have hereby reviewed and approved the form of the foregoing Amendment to Agreement this \_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Barbara Jones, Law Director

**CERTIFICATE OF LAW DIRECTOR FOR THE  
CITY OF STRONGSVILLE**

I have hereby reviewed and approved the form of the foregoing Amendment to Agreement this \_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Neal M. Jamison, Law Director



**CITY OF STRONGSVILLE, OHIO**

**ORDINANCE NO. 2016 – 221**

**By: Mayor Perciak and Mr. DeMio**

**AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ISSUE AND APPROVE CHANGE ORDER NOS. 6, 7, 8, 9 and 11 FOR AN INCREASE IN THE CONTRACT PRICE IN ACCORDANCE WITH THE PROVISIONS OF THE CONTRACT BETWEEN THE CITY OF STRONGSVILLE AND SEITZ BUILDERS, INC., IN CONNECTION WITH THE RENOVATION AND MECHANICAL UPGRADES AT FIRE STATION NO. 3, AND DECLARING AN EMERGENCY.**

WHEREAS, pursuant to Ordinance No. 2016-136, passed July 5, 2016, Council authorized the Mayor to enter into a contract with Seitz Builders, Inc., in connection with the renovation and mechanical upgrades for the City's Fire Station No. 3 (the "contract") in an amount not to exceed \$586,900.00 (the "Project"), which was subsequently executed; and

WHEREAS, by and through Ordinance No. 2016-187, passed September 19, 2016, the City, through the Building Commissioner, determined it would be in the best interests of the City to approve Change Order No. 1 to include as a part of the Project additional work required due to labor, materials and equipment in connection with removal and installation of a concrete sidewalk and curb, in the amount of \$10,540.00, for an increase in the contract price of \$597,440.00; and

WHEREAS, by and through Ordinance No. 2016-192, passed October 3, 2016, the City, through the Building Commissioner, determined it would be in the best interests of the City to approve Change Order Nos. 2, 3, 4 and 5 to include as a part of the Project additional work required due to labor, materials and equipment in connection with removal and replacement of apparatus bay trench drains; removal of a sidewalk and installation of a footer and concrete pad at the front entrance door; cleaning of the existing exterior masonry and seal; and repair and replacement of additional broken bricks, all in the amount of \$37,688.98, for an increase in the contract price of \$635,128.98; and

WHEREAS, the City's Building Commissioner and Fire Chief have now recommended that it would be in the best interests of the City to include further changes in the work performed or to be performed by Seitz Builders, Inc., generally being installation of a new hot water heater; re-feed electrical panels and install voice and data lines; re-feed an electric line to a diesel pump; offset electric conduits and ductwork; and re-connect a fan coil, all as more fully set forth in Change Orders 6, 7, 8, 9 and 11, attached hereto as Exhibits A, B, C, D and E, and incorporated herein as if fully rewritten, in the total amount of \$23,934.61, for a new total contract price of \$659,063.59.

**CITY OF STRONGSVILLE, OHIO**  
**ORDINANCE NO. 2016 - 221**  
**Page 2**

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

**Section 1.** That the Mayor be and is hereby authorized and directed to issue and approve Change Orders 6, 7, 8, 9 and 11, in the total amount of \$23,934.61, as recommended by the City's Building Commissioner and Fire Chief; and after the issuance and approval of said Change Orders, to direct the Director of Finance to make payment to **SEITZ BUILDERS, INC.**, in the additional amount of \$23,934.61, thereby increasing the contract price to \$659,063.59, in compliance with the terms and conditions of the contract.

**Section 2.** That the funds for the purposes of this Ordinance have been appropriated and shall be paid from the Fire Levy Fund, and the Director of Finance be and is hereby authorized and directed to issue the City's warrant in accordance with the terms and conditions of such contract.

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

**Section 4.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is necessary to adjust the contract amount and render payment, to provide for the efficient, safe and continuous operation of the Fire Department, and conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

\_\_\_\_\_ Approved: \_\_\_\_\_  
 President of Council Mayor

Date Passed: \_\_\_\_\_ Date Approved: \_\_\_\_\_

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

Attest: \_\_\_\_\_  
 Clerk of Council

ORD. No. 2016-221 Amended: \_\_\_\_\_  
 1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

# SEITZ BUILDERS, INC.

PAGE 1 OF 3

## **PRE-CHANGE ORDER SUMMARY AND ADDITIONAL WORK AUTHORIZATION OR FIELD CHANGE DIRECTIVE**

**P.C.O.S. #6 – INSTALL NEW HOT WATER HEATER PER RFI#5, ITEM #3**

**SUBMITTED TO:** C.B.O. TONY BIONDILLO  
CHIEF JACK DRAVES  
ASST. CHIEF NEIL ROZMAN  
JIM MALIK-ARCHITECT

**DATE:** 10-26-16

**OWNER'S NAME:** CITY OF STRONGSVILLE

**JOB NAME:** STRONGSVILLE FIRE STTION #3 RENOVATION

**EXISTING CONTRACT OR PROJECT NO. & DATE:** 1604 – 6/19/16

**SUMMARY OF CHANGES:** PER YOUR REQUEST WE HAVE PRICED THE FOLLOWING:

SEE ATTACHED PRICING QUOTE.



# SEITZ BUILDERS, INC.

PAGE 2 OF 3

<b>PCOS # - 6</b>	
D&A PLUMBING	\$ 6,700.00
DISCONNECT ELECTRIC AND RE-CONNECT NEW TANK	\$ 130.00
SEITZ BUILDERS, INC. HR.@ \$75.00/HR COST OF SUPERVISION AND FIELD OFFICE PERSONNEL DIRECTLY ATTRIBUTED TO THIS CHANGE	<u>INCL.</u>
TOTAL COSTS	\$ 6,830.00
15 % OVERHEAD & PROFIT	\$ 1,024.50
SUBTOTAL	\$ 7,854.50
<u>3% BOND &amp; INSURANCE</u>	<u>\$ 235.64</u>
TOTAL	\$ 8,090.14

WE WILL REQUIRE A WRITTEN CHANGE ORDER ACCORDING TO THE CONTRACT DOCUMENTS. WE WILL NEED 0 ADDITIONAL DAYS TO COMPLETE THIS WORK, PROVIDING A SIGNED CHANGE ORDER IN ACCORDANCE TO THE CONTRACT DOCUMENTS IS RECEIVED BEFORE 9/21/16, IF NOT RECEIVED BEFORE THIS DATE THE ABOVE PRICING IS NULL AND VOID.

SIGNATURE: \_\_\_\_\_ DATE \_\_\_\_\_  
OWNER

SIGNATURE: \_\_\_\_\_ DATE \_\_\_\_\_  
SEITZ BUILDERS, INC.

NO WORK WILL COMMENCE UNTIL SIGNED ACCEPTANCE IS RECEIVED PER THE CONTRACT.

# SEITZ BUILDERS, INC.

PAGE 3 OF 3

## **CHANGE ORDER ARTICLES**

(To be included with each Change Order agreement)

### ARTICLE I

THIS CHANGE ORDER MAY CAUSE UNFORESEEN AND UNCONTEMPLATED DELAYS TO, HINDRANCES TO, INTERFERENCE'S WITH AND/OR DISRUPTIONS TO ORIGINAL CONTRACT WORK AND/OR TO OTHER CHANGE ORDER WORK. THE COSTS OF THOSE DELAYS, HINDRANCES, BOTH IN TIME AND MONEY ARE NOT PART OF THIS CHANGE ORDER AND THE RIGHT TO SUCH ADDITIONAL COSTS AND TIME IS SPECIFICALLY RESERVED AND NOT ACCORDED OR SATISFIED BY THIS CHANGE ORDER.

### ARTICLE II

CHANGES TO AND EFFECTS UPON CONSTRUCTION SCHEDULES, AND ORIGINAL PERFORMANCE TIME, ORIGINAL COSTS, METHODS, MEANS, SEQUENCES AND PROCEDURES OF CONSTRUCTION OF ALL OTHER CONTRACT CHANGE ORDERS ARE NOT PART OF THIS CHANGE ORDER. ALL RIGHTS ARE RESERVED AND NOT ACCORDED OR SATISFIED REGARDING SUCH CHANGES AND EFFECTS.

### ARTICLE III

THE AMOUNT (S) SET FORTH IN THIS CHANGE ORDER ARE FULL REIMBURSEMENT FOR THE DIRECT COST OF ALL LABOR, MATERIAL AND EQUIPMENT NECESSARY TO PERFORM THE WORK DESCRIBED IN THIS PRE CHANGE ORDER SUMMARY ATTACHED. ALL RIGHTS ARE RESERVED AND ARE NOT ACCORDED OR SATISFIED BY THIS CHANGE ORDER REGARDING ADDITIONAL TIME REQUIRED OR ADDITIONAL COST INCURRED TO PERFORM ANY AND ALL OTHER WORK OF THIS CONTRACT (INCLUDING OTHER CHANGES ORDERS), CAUSED BY THIS CHANGE ORDER

SFS#3- P.C.O.S. #5

# SEITZ BUILDERS, INC.

PAGE 1 OF 3

## **PRE-CHANGE ORDER SUMMARY AND ADDITIONAL WORK AUTHORIZATION OR FIELD CHANGE DIRECTIVE**

**P.C.O.S. #7 –RE-FEED ELECTRIC PANEL B & INSTALL 1-1/2" VOICE AND DATA LINES**

**SUBMITTED TO:** C.B.O. TONY BIONDILLO  
CHIEF JACK DRAVES  
ASST. CHIEF NEIL ROZMAN  
JIM MALIK-ARCHITECT

**DATE:** 10-26-16

**OWNER'S NAME:** CITY OF STRONGSVILLE

**JOB NAME:** STRONGSVILLE FIRE STTION #3 RENOVATION

**EXISTING CONTRACT OR PROJECT NO. & DATE:** 1604 – 6/19/16

**SUMMARY OF CHANGES:** PER YOUR REQUEST WE HAVE PRICED THE FOLLOWING:

SEE ATTACHED PRICING QUOTE.



# SEITZ BUILDERS, INC.

PAGE 2 OF 3

PCOS # -7  
ELLIS ELECTRIC

\$ 7,739.50

SEITZ BUILDERS , INC. HR.@ \$75.00/HR COST OF SUPERVISION AND FIELD  
OFFICE PERSONNEL DIRECTLY ATTRIBUTED TO THIS CHANGE

INCL.

TOTAL COSTS  
15 % OVERHEAD & PROFIT

\$ 7,739.50  
\$ 1,160.93

SUBTOTAL

\$ 8,900.43

3% BOND & INSURANCE

\$ 267.01

TOTAL

\$ 9,167.44

WE WILL REQUIRE A WRITTEN CHANGE ORDER ACCORDING TO THE CONTRACT DOCUMENTS. WE WILL NEED 0 ADDITIONAL DAYS TO COMPLETE THIS WORK, PROVIDING A SIGNED CHANGE ORDER IN ACCORDANCE TO THE CONTRACT DOCUMENTS IS RECEIVED BEFORE 10/28/16, IF NOT RECEIVED BEFORE THIS DATE THE ABOVE PRICING IS NULL AND VOID.

SIGNATURE: \_\_\_\_\_ DATE \_\_\_\_\_  
OWNER

SIGNATURE: \_\_\_\_\_ DATE \_\_\_\_\_  
SEITZ BUILDERS, INC.

NO WORK WILL COMMENCE UNTIL SIGNED ACCEPTANCE IS RECEIVED PER THE CONTRACT.

# SEITZ BUILDERS, INC.

PAGE 3 OF 3

## **CHANGE ORDER ARTICLES**

(To be included with each Change Order agreement)

### ARTICLE I

THIS CHANGE ORDER MAY CAUSE UNFORESEEN AND UNCONTEMPLATED DELAYS TO, HINDRANCES TO, INTERFERENCE'S WITH AND/OR DISRUPTIONS TO ORIGINAL CONTRACT WORK AND/OR TO OTHER CHANGE ORDER WORK. THE COSTS OF THOSE DELAYS, HINDRANCES, BOTH IN TIME AND MONEY ARE NOT PART OF THIS CHANGE ORDER AND THE RIGHT TO SUCH ADDITIONAL COSTS AND TIME IS SPECIFICALLY RESERVED AND NOT ACCORDED OR SATISFIED BY THIS CHANGE ORDER.

### ARTICLE II

CHANGES TO AND EFFECTS UPON CONSTRUCTION SCHEDULES, AND ORIGINAL PERFORMANCE TIME, ORIGINAL COSTS, METHODS, MEANS, SEQUENCES AND PROCEDURES OF CONSTRUCTION OF ALL OTHER CONTRACT CHANGE ORDERS ARE NOT PART OF THIS CHANGE ORDER. ALL RIGHTS ARE RESERVED AND NOT ACCORDED OR SATISFIED REGARDING SUCH CHANGES AND EFFECTS.

### ARTICLE III

THE AMOUNT (S) SET FORTH IN THIS CHANGE ORDER ARE FULL REIMBURSEMENT FOR THE DIRECT COST OF ALL LABOR, MATERIAL AND EQUIPMENT NECESSARY TO PERFORM THE WORK DESCRIBED IN THIS PRE CHANGE ORDER SUMMARY ATTACHED. ALL RIGHTS ARE RESERVED AND ARE NOT ACCORDED OR SATISFIED BY THIS CHANGE ORDER REGARDING ADDITIONAL TIME REQUIRED OR ADDITIONAL COST INCURRED TO PERFORM ANY AND ALL OTHER WORK OF THIS CONTRACT (INCLUDING OTHER CHANGES ORDERS), CAUSED BY THIS CHANGE ORDER

SFS#3- P.C.O.S. #7

# SEITZ BUILDERS, INC.

PAGE 1 OF 3

## **PRE-CHANGE ORDER SUMMARY AND ADDITIONAL WORK AUTHORIZATION OR FIELD CHANGE DIRECTIVE**

**P.C.O.S. #8 –RE-FEED ELECTRIC LINE TO DIESEL PUMP**

**SUBMITTED TO:** C.B.O. TONY BIONDILLO  
CHIEF JACK DRAVES  
ASST. CHIEF NEIL ROZMAN  
JIM MALIK-ARCHITECT

**DATE:** 10-26-16

**OWNER'S NAME:** CITY OF STRONGSVILLE

**JOB NAME:** STRONGSVILLE FIRE STTION #3 RENOVATION

**EXISTING CONTRACT OR PROJECT NO. & DATE:** 1604 – 6/19/16

**SUMMARY OF CHANGES:** PER YOUR REQUEST WE HAVE PRICED THE FOLLOWING:

SEE ATTACHED PRICING QUOTE.



# SEITZ BUILDERS, INC.

PAGE 2 OF 3

PCOS # -8		
ELLIS ELECTRIC	\$	750.00
SEITZ BUILDERS, INC. HR.@ \$75.00/HR COST OF SUPERVISION AND FIELD OFFICE PERSONNEL DIRECTLY ATTRIBUTED TO THIS CHANGE		<u>INCL.</u>
TOTAL COSTS	\$	750.00
15 % OVERHEAD & PROFIT	\$	112.50
SUBTOTAL	\$	862.50
<u>3% BOND &amp; INSURANCE</u>	\$	<u>25.88</u>
TOTAL	\$	888.38

WE WILL REQUIRE A WRITTEN CHANGE ORDER ACCORDING TO THE CONTRACT DOCUMENTS. WE WILL NEED 0 ADDITIONAL DAYS TO COMPLETE THIS WORK, PROVIDING A SIGNED CHANGE ORDER IN ACCORDANCE TO THE CONTRACT DOCUMENTS IS RECEIVED BEFORE 10/28/16, IF NOT RECEIVED BEFORE THIS DATE THE ABOVE PRICING IS NULL AND VOID.

SIGNATURE: \_\_\_\_\_ DATE \_\_\_\_\_  
OWNER

SIGNATURE: \_\_\_\_\_ DATE \_\_\_\_\_  
SEITZ BUILDERS, INC.

NO WORK WILL COMMENCE UNTIL SIGNED ACCEPTANCE IS RECEIVED PER THE CONTRACT.

# SEITZ BUILDERS, INC.

PAGE 3 OF 3

## **CHANGE ORDER ARTICLES**

(To be included with each Change Order agreement)

### ARTICLE I

THIS CHANGE ORDER MAY CAUSE UNFORESEEN AND UNCONTEMPLATED DELAYS TO, HINDRANCES TO, INTERFERENCE'S WITH AND/OR DISRUPTIONS TO ORIGINAL CONTRACT WORK AND/OR TO OTHER CHANGE ORDER WORK. THE COSTS OF THOSE DELAYS, HINDRANCES, BOTH IN TIME AND MONEY ARE NOT PART OF THIS CHANGE ORDER AND THE RIGHT TO SUCH ADDITIONAL COSTS AND TIME IS SPECIFICALLY RESERVED AND NOT ACCORDED OR SATISFIED BY THIS CHANGE ORDER.

### ARTICLE II

CHANGES TO AND EFFECTS UPON CONSTRUCTION SCHEDULES, AND ORIGINAL PERFORMANCE TIME, ORIGINAL COSTS, METHODS, MEANS, SEQUENCES AND PROCEDURES OF CONSTRUCTION OF ALL OTHER CONTRACT CHANGE ORDERS ARE NOT PART OF THIS CHANGE ORDER. ALL RIGHTS ARE RESERVED AND NOT ACCORDED OR SATISFIED REGARDING SUCH CHANGES AND EFFECTS.

### ARTICLE III

THE AMOUNT (S) SET FORTH IN THIS CHANGE ORDER ARE FULL REIMBURSEMENT FOR THE DIRECT COST OF ALL LABOR, MATERIAL AND EQUIPMENT NECESSARY TO PERFORM THE WORK DESCRIBED IN THIS PRE CHANGE ORDER SUMMARY ATTACHED. ALL RIGHTS ARE RESERVED AND ARE NOT ACCORDED OR SATISFIED BY THIS CHANGE ORDER REGARDING ADDITIONAL TIME REQUIRED OR ADDITIONAL COST INCURRED TO PERFORM ANY AND ALL OTHER WORK OF THIS CONTRACT (INCLUDING OTHER CHANGES ORDERS), CAUSED BY THIS CHANGE ORDER

SFS#3- P.C.O.S. #8

# SEITZ BUILDERS, INC.

PAGE 1 OF 3

## **PRE-CHANGE ORDER SUMMARY AND ADDITIONAL WORK AUTHORIZATION OR FIELD CHANGE DIRECTIVE**

**P.C.O.S. #9 – OFFSET ELECTRIC CONDUITS AND DUCTWORK PER RFI#5-ITEM #1**

**SUBMITTED TO:** C.B.O. TONY BIONDILLO  
CHIEF JACK DRAVES  
ASST. CHIEF NEIL ROZMAN  
JIM MALIK-ARCHITECT

**DATE:** 10-26-16

**OWNER'S NAME:** CITY OF STRONGSVILLE

**JOB NAME:** STRONGSVILLE FIRE STTION #3 RENOVATION

**EXISTING CONTRACT OR PROJECT NO. & DATE:** 1604 – 6/19/16

**SUMMARY OF CHANGES:** PER YOUR REQUEST WE HAVE PRICED THE FOLLOWING:

SEE ATTACHED PRICING QUOTE.



# SEITZ BUILDERS, INC.

PAGE 2 OF 3

**PCOS # -9**

ELLIS ELECTRIC	\$ 2,737.00
LAKE REFRIGERATION	\$ 1,750.00

SEITZ BUILDERS , INC. HR.@ \$75.00/HR COST OF SUPERVISION AND FIELD OFFICE PERSONNEL DIRECTLY ATTRIBUTED TO THIS CHANGE	<u>INCL.</u>
-------------------------------------------------------------------------------------------------------------------------	--------------

TOTAL COSTS	\$ 4,487.00
15 % OVERHEAD & PROFIT	\$ 673.05

SUBTOTAL	\$ 5,160.05
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<u>3% BOND &amp; INSURANCE</u>	<u>\$ 154.80</u>
--------------------------------	------------------

TOTAL	\$ 5,314.85
-------	-------------

WE WILL REQUIRE A WRITTEN CHANGE ORDER ACCORDING TO THE CONTRACT DOCUMENTS. WE WILL NEED 0 ADDITIONAL DAYS TO COMPLETE THIS WORK, PROVIDING A SIGNED CHANGE ORDER IN ACCORDANCE TO THE CONTRACT DOCUMENTS IS RECEIVED BEFORE 10/28/16, IF NOT RECEIVED BEFORE THIS DATE THE ABOVE PRICING IS NULL AND VOID.

SIGNATURE: \_\_\_\_\_ DATE \_\_\_\_\_  
OWNER

SIGNATURE: \_\_\_\_\_ DATE \_\_\_\_\_  
SEITZ BUILDERS, INC.

NO WORK WILL COMMENCE UNTIL SIGNED ACCEPTANCE IS RECEIVED PER THE CONTRACT.

# SEITZ BUILDERS, INC.

PAGE 3 OF 3

## **CHANGE ORDER ARTICLES**

(To be included with each Change Order agreement)

### ARTICLE I

THIS CHANGE ORDER MAY CAUSE UNFORESEEN AND UNCONTEMPLATED DELAYS TO, HINDRANCES TO, INTERFERENCE'S WITH AND/OR DISRUPTIONS TO ORIGINAL CONTRACT WORK AND/OR TO OTHER CHANGE ORDER WORK. THE COSTS OF THOSE DELAYS, HINDRANCES, BOTH IN TIME AND MONEY ARE NOT PART OF THIS CHANGE ORDER AND THE RIGHT TO SUCH ADDITIONAL COSTS AND TIME IS SPECIFICALLY RESERVED AND NOT ACCORDED OR SATISFIED BY THIS CHANGE ORDER.

### ARTICLE II

CHANGES TO AND EFFECTS UPON CONSTRUCTION SCHEDULES, AND ORIGINAL PERFORMANCE TIME, ORIGINAL COSTS, METHODS, MEANS, SEQUENCES AND PROCEDURES OF CONSTRUCTION OF ALL OTHER CONTRACT CHANGE ORDERS ARE NOT PART OF THIS CHANGE ORDER. ALL RIGHTS ARE RESERVED AND NOT ACCORDED OR SATISFIED REGARDING SUCH CHANGES AND EFFECTS.

### ARTICLE III

THE AMOUNT (S) SET FORTH IN THIS CHANGE ORDER ARE FULL REIMBURSEMENT FOR THE DIRECT COST OF ALL LABOR, MATERIAL AND EQUIPMENT NECESSARY TO PERFORM THE WORK DESCRIBED IN THIS PRE CHANGE ORDER SUMMARY ATTACHED. ALL RIGHTS ARE RESERVED AND ARE NOT ACCORDED OR SATISFIED BY THIS CHANGE ORDER REGARDING ADDITIONAL TIME REQUIRED OR ADDITIONAL COST INCURRED TO PERFORM ANY AND ALL OTHER WORK OF THIS CONTRACT (INCLUDING OTHER CHANGES ORDERS), CAUSED BY THIS CHANGE ORDER

SFS#3- P.C.O.S. #9

# SEITZ BUILDERS, INC.

PAGE 1 OF 3

## PRE-CHANGE ORDER SUMMARY AND ADDITIONAL WORK AUTHORIZATION OR FIELD CHANGE DIRECTIVE

**P.C.O.S. #11 – RE-CONNECT FAN COIL PER RFI#5-ITEM #2**

**SUBMITTED TO:** C.B.O. TONY BIONDILLO  
CHIEF JACK DRAVES  
ASST. CHIEF NEIL ROZMAN  
JIM MALIK-ARCHITECT

**DATE:** 10-26-16

**OWNER'S NAME:** CITY OF STRONGSVILLE

**JOB NAME:** STRONGSVILLE FIRE STTION #3 RENOVATION

**EXISTING CONTRACT OR PROJECT NO. & DATE:** 1604 – 6/19/16

**SUMMARY OF CHANGES:** PER YOUR REQUEST WE HAVE PRICED THE FOLLOWING:

SEE ATTACHED PRICING QUOTE.



# SEITZ BUILDERS, INC.

PAGE 2 OF 3

PCOS# -11 LAKE REFRIGERATION		\$ 400.00
SEITZ BUILDERS, INC. HR.@ \$75.00/HR COST OF SUPERVISION AND FIELD OFFICE PERSONNEL DIRECTLY ATTRIBUTED TO THIS CHANGE		<u>INCL.</u>
TOTAL COSTS		\$ 400.00
15 % OVERHEAD & PROFIT		\$ 60.00
SUBTOTAL		\$ 460.00
<u>3% BOND &amp; INSURANCE</u>		<u>\$ 13.80</u>
TOTAL		\$ 473.80

WE WILL REQUIRE A WRITTEN CHANGE ORDER ACCORDING TO THE CONTRACT DOCUMENTS. WE WILL NEED 0 ADDITIONAL DAYS TO COMPLETE THIS WORK, PROVIDING A SIGNED CHANGE ORDER IN ACCORDANCE TO THE CONTRACT DOCUMENTS IS RECEIVED BEFORE 10/28/16, IF NOT RECEIVED BEFORE THIS DATE THE ABOVE PRICING IS NULL AND VOID.

SIGNATURE: \_\_\_\_\_ DATE \_\_\_\_\_  
OWNER

SIGNATURE: \_\_\_\_\_ DATE \_\_\_\_\_  
SEITZ BUILDERS, INC.

NO WORK WILL COMMENCE UNTIL SIGNED ACCEPTANCE IS RECEIVED PER THE CONTRACT.

# SEITZ BUILDERS, INC.

PAGE 3 OF 3

## **CHANGE ORDER ARTICLES**

(To be included with each Change Order agreement)

### ARTICLE I

THIS CHANGE ORDER MAY CAUSE UNFORESEEN AND UNCONTEMPLATED DELAYS TO, HINDRANCES TO, INTERFERENCE'S WITH AND/OR DISRUPTIONS TO ORIGINAL CONTRACT WORK AND/OR TO OTHER CHANGE ORDER WORK. THE COSTS OF THOSE DELAYS, HINDRANCES, BOTH IN TIME AND MONEY ARE NOT PART OF THIS CHANGE ORDER AND THE RIGHT TO SUCH ADDITIONAL COSTS AND TIME IS SPECIFICALLY RESERVED AND NOT ACCORDED OR SATISFIED BY THIS CHANGE ORDER.

### ARTICLE II

CHANGES TO AND EFFECTS UPON CONSTRUCTION SCHEDULES, AND ORIGINAL PERFORMANCE TIME, ORIGINAL COSTS, METHODS, MEANS, SEQUENCES AND PROCEDURES OF CONSTRUCTION OF ALL OTHER CONTRACT CHANGE ORDERS ARE NOT PART OF THIS CHANGE ORDER. ALL RIGHTS ARE RESERVED AND NOT ACCORDED OR SATISFIED REGARDING SUCH CHANGES AND EFFECTS.

### ARTICLE III

THE AMOUNT (S) SET FORTH IN THIS CHANGE ORDER ARE FULL REIMBURSEMENT FOR THE DIRECT COST OF ALL LABOR, MATERIAL AND EQUIPMENT NECESSARY TO PERFORM THE WORK DESCRIBED IN THIS PRE CHANGE ORDER SUMMARY ATTACHED. ALL RIGHTS ARE RESERVED AND ARE NOT ACCORDED OR SATISFIED BY THIS CHANGE ORDER REGARDING ADDITIONAL TIME REQUIRED OR ADDITIONAL COST INCURRED TO PERFORM ANY AND ALL OTHER WORK OF THIS CONTRACT (INCLUDING OTHER CHANGES ORDERS), CAUSED BY THIS CHANGE ORDER

SFS#3- P.C.O.S. #11

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 222

By: Mr. DeMio

**AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR'S ENTERING INTO A CONTRACT WITH UNIVERSITY HOSPITALS OF CLEVELAND IN CONNECTION WITH A CUYAHOGA COUNTY OVI TASK FORCE GRANT AWARD RECEIVED FROM THE OHIO DEPARTMENT OF PUBLIC SAFETY, AND DECLARING AN EMERGENCY.**

WHEREAS, the Federal Highway Safety Act of 1966 directed the National Highway Traffic Safety Administration and Federal Highway Administration of the U.S. Department of Transportation to jointly administer various highway safety activities; and

WHEREAS, federal funds are administered through the Ohio Department of Public Safety (ODPS) to eligible entities for various targeted enforcement activity grant programs; and

WHEREAS, the City has been notified that University Hospitals of Cleveland has again received a Cuyahoga County OVI Task Force grant from the Ohio Department of Public Safety; and

WHEREAS, University Hospitals of Cleveland is desirous of once again engaging the City of Strongsville to provide targeted enforcement activity in connection with the aforesaid OVI Task Force grant, in furtherance of the City's participation in the "Click It or Ticket" program.

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

**Section 1.** That this Council hereby approves and authorizes the Mayor's entering into a Services Agreement with University Hospitals of Cleveland, a copy of which is attached hereto as Exhibit A; and further authorizes and directs the Mayor and other appropriate officers of the City to do all things necessary in furtherance thereof.

**Section 2.** That any funds required to meet the City's obligation under this Agreement, if any, have been appropriated in accordance with law and shall be paid from the General Fund.

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



**CITY OF STRONGSVILLE, OHIO**  
**ORDINANCE NO. 2016 – 222**  
**Page 2**

**Section 4.** That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to approve and authorize this agreement in order to participate in the Cuyahoga County OVI Task Force grant program 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	_____	_____
Schonhut	_____	_____
Short	_____	_____
Southworth	_____	_____

Attest: \_\_\_\_\_  
 Clerk of Council

ORD. No. 2016-222 Amended: \_\_\_\_\_  
 1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

**CONTRACT  
UNIVERSITY HOSPITALS OF CLEVELAND**

**SERVICES AGREEMENT**

THIS AGREEMENT, entered into as of this 1st Day of October 2016, by and between: UNIVERSITY HOSPITALS OF CLEVELAND, Cleveland, Ohio (hereinafter referred to as the 'UHC') and the city of Strongsville and its Police Department (hereinafter referred to as the 'subgrantee'), WITNESSETH:

WHEREAS, the UHC has received the Cuyahoga County OVI Task Force grant OVITF-2017-18-00-00-00449-00 from the Ohio Department of Public Safety (ODPS) and is desirous of engaging the contract agency to provide targeted enforcement activity in completion of the aforementioned grant.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

**I. SERVICE RENDERED BY SUBGRANTEE**

Targeted enforcement by sworn law enforcement officers done at approved problem sites in accordance with all applicable laws and grant terms. Targeted enforcement will be conducted in support of the Cuyahoga County OVI Task Force project goals, which are to decrease the incidence of OVI violations, decrease crashes where alcohol is a contributing factor, increase enforcement of OVI laws, enforce Ohio's occupant protection laws at sobriety checkpoints and saturation patrols with a zero-tolerance policy for non-compliance participate in state and national mobilizations, use the low manpower OVI checkpoint model to conduct low-cost, highly-effective OVI checkpoints throughout Cuyahoga County and decrease incidence in Cuyahoga County of the following: fatal crashes, alcohol-related fatal crashes, alcohol-related motorcycle crashes. In addition:

- a.) Law Enforcement Reports: In months that the subgrantee conducts grant-related activity, the subgrantee will report traffic enforcement activity on the Cuyahoga County OVI Task Force Report Form and/or OVI Checkpoint Activity Form and financial claim information on the Invoice Form. Monthly activity reports shall be submitted to the UHC by the 10th day of the following month. Reports must be submitted electronically (no paper forms) via e-mail. Reporting must be submitted electronically using the forms provided by the UHC via email or flash drive (subgrantee preference) to the subgrantee representative(s). Justification for sites selected for enforcement activity should be documented and maintained as a part of the subgrantee's file for this Agreement.
- b.) Training Certification: The subgrantee will assure that all enforcement personnel to be involved in approved enforcement-related activity will be certified in the following types(s) of training, as appropriate:
  - Speed-related Traffic Enforcement -- Proper Use of Speed Detection Equipment Training
  - Sobriety Checkpoints/Alcohol-related Traffic Enforcement -- SFST Training and Sobriety Checkpoint Training: training in standard procedures and operations associated with staffing and staging low manpower OVI checkpoints and saturation patrols.
- c.) Enforcement Hours Eligibility: Direct labor hours expended in traffic safety enforcement programs must be over and above the normal active pay status workweek as defined in the subgrantee's work rules or contracts. Part-time permanent staff is eligible for funding. Only one officer per patrol car will be funded as part of traffic enforcement grants.
- d.) Safety Belt Policy: Subgrantee must have a policy statement requiring employees to wear safety belts. All personnel working under this contract must wear safety belts. Subgrantee must agree to conduct zero-tolerance enforcement of Ohio's occupant restraint laws.
- e.) Enforcing Safety Belt Laws: Subgrantee will enforce all safety belt and child passenger safety (CPS) laws on all traffic stops made under this grant.
- f.) Pursuit Policy: Subgrantee must have a policy statement regarding the guidelines for making decisions with regard to

E.X.A

vehicular pursuit in accordance with NHTSA and IACP recommendations.

- g.) Fatal Crash Data Review Committee: Subgrantee must provide crash reports in which there was a fatality to the UHC within 30 days of a fatal crash. Subgrantee must agree to participate in the Fatal Crash Review Committee to review fatal crash reports to determine patterns or trends that can aid in developing future traffic safety countermeasures
- h.) Required activity: All agencies receiving federal funding for overtime enforcement are required to participate in and report by the required deadlines on the "Click It or Ticket" (CIOT) mobilization and the Labor Day Alcohol mobilization. Scheduled dates for the mobilizations are: CIOT – May 22—June 4, 2017. Alcohol mobilization -- August 18 – September 3, 2017. These dates are subject to change according to Federal requirements.

## II. COMPENSATION AND PAYMENT

Compensation shall be on the basis of direct costs based on actual activity completed, not to exceed **\$8,696.02** for all services performed under this Agreement. To be eligible for reimbursement, subgrantee will complete and submit an invoice detailing name and rank of officer working the overtime activity, date, time and hours worked, overtime rate earned and check/warrant/voucher number of overtime payment. Subgrantee will provide a detail of citations issued and arrests made during overtime activity using a form provided by the UHC. Reimbursement will only be made for actual costs incurred in support of the project. Reimbursement will not be made for activity that is considered **supplanting**, including: (a.) replacing routine and/or existing expenditures with the use of Federal grant funds and/or (b.) using Federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of the subgrantee. All payments under this Agreement shall be subject to recovery by the ODPS or other Federal or state governmental agencies in the event not deemed not to comply with any applicable requirements.

This agreement is to be funded under the federal grant program that begins October 1, 2016. Funding of this Agreement is dependent upon the availability of federal funds as appropriated and obligated by the US Department of Transportation and the Ohio Department of Public Safety for FFY2017. Should any change in federal or State of Ohio funding adversely affect the UHC's ability to implement an approved agreement, the UHC reserves the right to revise or terminate any approved contract in writing without liability. For additional information regarding the termination of an approved FFY2017 agreement, refer to section VIII of this Agreement.

The UHC reserves the right to limit agreement amounts at any time based on performance and/or available funding.

## III. DELIVERY OF SERVICES

The subgrantee will complete all work no later than September 30, 2017.

Performance reports will be required on a monthly as-worked basis. Performance reports shall include brief information on (1) detailed cost/billing information completed on the *Invoice Form*; (2) *Cuyahoga County OVI Task Force Report Form* and/or the *OVI Checkpoint Activity Form*.

The Subgrantee may not secure a patent or copyright in the United States or any other country for any product resulting from this Agreement.

## IV. SUBCONTRACTORS

The subgrantee shall not subcontract, in whole or in part, with any other firm, partnership, corporation, or entity to perform the service to be done on this project without prior approval from the UHC.

The Subgrantee warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Subgrantee to solicit or secure this agreement and has not paid or has not agreed to pay any fee, commission, percentage, brokerage fee, gift, or contingent fee in violation hereof.



## **V. MAINTENANCE OF RECORDS**

Subgrantee shall maintain all records pertaining to this contract for a minimum of three (3) years and pursuant to the requirements of the Ohio Department of Public Safety. This Agreement provides the right of any authorized representative of the federal or state government to audit and inspect any and/or all project-related records at all reasonable normal working hours during the contract period and for a period of three (3) years after the completion of this contract.

Subgrantee shall obtain and retain in force worker's compensation and proof of liability insurance for its employees and autos operated by them for and during their employment. Certification of Insurance will be provided to the UHC before the start of this contract.

## **VI. ASSURANCE REGARDING PARENT CONTRACT**

The provisions of this agreement include all of the conditions and assurances of the parent agreement

OVITF-2017-18-00-00-00449-00 dated October 1, 2016 between the Ohio Department of Public Safety and the UHC and the additional subgrantee provisions which are attached hereto as an appendix, and compliance with all applicable laws, all of which are incorporated as if fully set forth herein.

## **VII. SANCTIONS FOR NON-COMPLIANCE**

Should Subgrantee fail to fulfill any of its contractual duties in a timely manner, the UHC shall notify subgrantee in writing as to such deficiencies. Such notification shall be sent by certified mail, return receipt requested. Subgrantee shall have 30 days to resolve such deficiencies, unless otherwise stated by UHC.

If a dispute over the terms of this Agreement arises, such dispute shall be resolved in the manner set out by the policies of the Ohio Department of Public Safety.

## **VIII. TERMINATION**

Either party may terminate **FOR CAUSE** with 30 days prior written notice. Subgrantee understands the nature of work to be conducted under this Agreement and, in view of the time restrictions imposed by the Ohio Department of Public Safety; the work must be completed in a timely manner. Therefore, Subgrantee agrees that if it is the terminating party, it shall provide all necessary information at no additional cost, to the subsequent party fulfilling the duties set forth in this agreement.

Should this Agreement be terminated with cause by the UHC, said UHC will be financially obligated only for those services rendered prior to the termination of this Agreement. In the event this Agreement is terminated due to lack of governmental funding, UHC shall have no liability of any kind to subgrantee.

## **XI. DISCLAIMER**

This agreement disclaims the Ohio Traffic Safety Office, Ohio Department of Public Safety, UHC, and University Hospitals Health System, and their affiliates, officers, directors and employees (Collectively "UHHS") and the Federal government from liability of any kind, including, but not limited to, Workers' Compensation, FICA, unemployment compensation, or any other obligation or payment of an employer/employee relationship between the Subgrantee and its employees.

This Agreement disclaims the Ohio Traffic Safety Office, the Ohio Department of Public Safety, the Federal Government (e.g., National Highway Traffic Safety Administration, Federal Highway Administration), and UHHS from harm from suits, actions or claims resulting from negligence, acts or omissions by the Subgrantee.

## **X. ADDITIONAL TERMS**

Subgrantee shall comply with all federal, state, county, township and local government statues, laws, regulations, ordinances and resolutions.

During the term of this agreement, the Subgrantee for itself, its assignees, and successors in interest, agrees to comply with the following regulations including any amendments thereto and all other applicable requirements as if fully set forth herein:

- A. Nondiscrimination requirements in federally assisted programs of the U.S. Department of Transportation, Title 49 Code of Federal Regulations.
- B. Minority Business Enterprise and Women's Business Enterprise subcontracting requirements as set forth by Title 49, Code of Federal Regulations.
- C. Rehabilitation Act of 1973 and Title VII of 49 Code of Federal Regulations.
- D. Equal Opportunity requirements set forth by Title 41 Code of Federal Regulations and Executive Order 11246.
  
- E. Labor Relations requirements set forth in sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by the Department of Labor Regulations (29 CFR, Part 5).
- F. Energy Policy requirements contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

All reports shall include the following statement:

"Funding provided in part or solely by the: National Highway Traffic Safety Administration, Federal Highway Administration, Ohio Department of Public Safety, and Ohio Traffic Safety Office."

Studies and evaluations should also include the following disclaimer:

"The opinions, findings, and conclusions expressed in this publication are those of the author and not necessarily those of, the National Highway Traffic Safety Administration, Federal Highway Administration, Ohio Department of Public Safety and the Ohio Traffic Safety Office."

Subgrantee represents and warrants, that its best knowledge and belief, no part of any consideration paid under the Agreement is a prohibited payment for the recommending or arranging for the referral of business or the ordering of items or services; nor are the payments intended to induce illegal referrals of business or other illegal conduct. Subgrantee represents and warrants that Subgrantee and its agents shall comply at all times with all laws applicable to the conduct of the Study (including but not limited to all FDA, Stark, Anti-Kickback and other laws and regulations) and are not and shall not be debarred, excluded, suspended or otherwise determined to be ineligible to participate in any federal or state healthcare program or Federal procurement or nonprocurement program (collectively "Ineligible"). Subgrantee shall immediately notify UHC if Subgrantee becomes Ineligible, in which event UHC may immediately terminate this Agreement. In the event any agent becomes Ineligible, Subgrantee agrees to immediately remove such party from participation in any responsibilities related to this Agreement.

## XI. SIGNATURES

\_\_\_\_\_  
Signature  
  
Daniel I. Simon, M.D.  
  
President  
  
UHCMC  
  
Date: \_\_\_\_\_

\_\_\_\_\_  
Signature  
  
Name: Thomas P. Perclak  
  
Title: Mayor  
  
Organization: City of Strongsville  
  
Date: \_\_\_\_\_



## **Ohio Traffic Safety Office**

### **Provisions for Sub-Grantee**

The following are provisions that shall be used by the sub-grantee when entering into an agreement (contract) when funds administered by the Ohio Department of Public Safety (ODPS), Ohio Traffic Safety Office (OTSO) that total \$5,000 or more are used. This provision includes requirements of both the federal and state government.

**Note:** For clarification purposes the word contractor is the agency, vendor, individual, etc., that the sub-grantee is contracting with for the desired scope of service.

#### **PROVISION 1 Security Agreement Disclaimer**

The sub-grantee warrants that he has not employed or retained any company or person other than a bona fide employee working solely for the Consultant to solicit or secure this agreement, and that he has not paid or has not agreed to pay any fee, commission, percentage, brokerage fee, or other considerations contingent upon or resulting from the awarding or making of this agreement.

For breach or violation of this warrant, the State, in conjunction with the sub-grantee, shall have the right to annul this agreement without liability, or in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

Either party may terminate this agreement by giving the other party written advance notice of its election to do so. If the contract is canceled under this provision, the sub-grantee shall reimburse the Contractor for all work completed and in progress to that date. Upon termination and final payment, all design materials, artwork any other items/products developed by the Contractor shall become the property of the sub-grantee.

#### **PROVISION 2 Reporting Requirements**



Performance reports will be required to be submitted by the contractor as frequently as required by the sub-grantee. Performance reports shall include brief information on (1) a comparison of actual accomplishments to the objectives established for the period and can include a computation of the cost per unit of output (2) the reasons for slippage if established objectives were not met (3) pertinent information including analysis and explanation of cost overruns or high unit cost.

### **PROVISION 3      Patent Rights/Copyrights**

Neither the Contractor nor any of the Contractor's employees, agents, subcontractors or assigns shall make a disclosure for the purpose of securing a patent or copyright in the United States or any other country for any product resulting from this agreement unless such disclosures approved in writing by the sub-grantee prior to application for the patent/copyright. In the event that such patent/copyright is obtained, the Contractor shall provide the sub-grantee written authorization for the sub-grantee and any other person, agency or instrumentality contributing financial support to the work covered by this agreement to make use of the subject of said patent/copyright disclosure without payment.

### **PROVISION 4      Audit Practices**

The contractor agrees access by the grantee, the sub-grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

### **PROVISION 5      Equal Employment Opportunity (E.E.O.)**

The sub-grantee and contractor must abide by all E.E.O. regulations, including but not limited to, Executive Order 11264 of September 24, 1965 "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations. (41 CFR Chapter 60) and Section 3(a)(2)(C) of the UMT Act of 1934, as amended, which prohibits the use of exclusionary or discriminatory specifications.

### **PROVISION 6      Certification Regarding Lobbying**

None of the funds under this program will be used for any activity specifically designed to urge or influence a Federal, State, or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any Federal, State, or local legislative body. Such activities include both direct and indirect (e.g. "grassroots") lobbying activities, with one exception. This does not preclude an official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, as long as this activity is documented in writing.

### **PROVISION 7      Labor Relations**

The sub-grantee and contractor must comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR, Part 5).

### **PROVISION 8      Assurances Regarding the Parent Agreement**

The provision of this agreement includes all of the terms and conditions and assurances of the parent agreement between the ODPS and the sub-grantee and is attached hereto as an Appendix. (The sub-grantee shall attach the parent agreement.)

### **PROVISION 9      Record Retention**

The sub-grantee and contractor shall retain all required records for three years after grantee or sub-grantees make final payments and all other pending matters are closed.

## **PROVISION 10      Liability Disclaimer**

The parties agree that the ODPS, OTSO, is not the employer of any personnel involved in said contract. The sub-grantee agrees to pay any wages and related tax obligations resulting from employment of personnel in order to perform the terms of this contract.

## **PROVISION 11      Line of Credit**

That the sub-grantee or contractor shall carry a credit line on the cover or first page of any report that reads substantially as follows:

Funding provided in part or solely by the:

National Highway Traffic Safety Administration

Federal Highway Administration

Ohio Department of Public Safety

Ohio Traffic Safety Office

Studies, evaluations, etc., shall also include the following disclaimer.

“The opinions, findings, and conclusions expressed in this publication are those of the author and not necessarily those of, the National Highway Traffic Safety Administration, Federal Highway Administration, Ohio Department of Public Safety and the Ohio Traffic Safety Office.”

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2016 – 223

By: Mayor Perciak and All Members of Council

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

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

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

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

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

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

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

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

\_\_\_\_\_  
President of Council

Approved: \_\_\_\_\_  
Mayor

Date Passed: \_\_\_\_\_

Date Approved: \_\_\_\_\_

CITY OF STRONGSVILLE, OHIO  
RESOLUTION NO. 2016 - 223  
Page 2

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

Attest: \_\_\_\_\_  
Clerk of Council

RES.  
ORD. No. 2016-223 Amended: \_\_\_\_\_  
1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_



CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2016 – 224

By: Mr. Short

**A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS FOR THE PURCHASE OF YOUTH SPORTS WEARING APPAREL FOR USE BY THE RECREATION DEPARTMENT OF THE CITY OF STRONGSVILLE DURING 2017.**

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

**Section 1.** That the Mayor be and is hereby authorized to advertise for bids for the purchase of youth sports wearing apparel for use by the Recreation Department of the City of Strongsville during 2017, in accordance with specifications on file in the office of the Director of Recreation & Senior Services, 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 Multi-Purpose Complex Fund.

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

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

\_\_\_\_\_ Approved: \_\_\_\_\_  
President of Council Mayor

Date Passed: \_\_\_\_\_ Date Approved: \_\_\_\_\_

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

Attest: \_\_\_\_\_  
Clerk of Council

**RES.**  
**ORD. No. 2016-224** Amended: \_\_\_\_\_

1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_

Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_