

City of Strongsville

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

City Council

Michael J. Daymut
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

April 14, 2016

MEETING NOTICE

City Council has scheduled the following meetings for **Monday, April 18, 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 No. 2016-072 and Resolution Nos. 2016-083 and 2016-084.

Public Safety and Health Committee will meet to discuss Resolution No. 2016-085.

Public Service and Conservation Committee will meet to discuss Ordinance No. 2016-086.

Finance Committee will meet to discuss Resolution No. 2016-087.

Motion to approve the Finance Committee Meeting Minutes of April 6, 2016.

Building and Utilities Committee will meet to discuss Ordinance Nos. 2016-088, 2016-089, 2016-090 and 2016-091.

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

Committee of the Whole will meet to discuss Ordinance No. 2016-092.

The Council will consider a motion to adjourn into **Executive Session** to discuss legal matters with the Law Director and various members of the Administration.

8:00 P.M.

Regular Council Meeting

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

BY ORDER OF THE COUNCIL:

Aimee Pientka, CMC
Clerk of Council

STRONGSVILLE CITY COUNCIL REGULAR MEETING
MONDAY, APRIL 18, 2016 AT 8:00 P.M.
Mike Kalinich Sr. City Council Chamber
18688 Royalton Road, Strongsville, Ohio

AGENDA

1. CALL TO ORDER:
2. PLEDGE OF ALLEGIANCE:
3. CERTIFICATION OF POSTING:
4. ROLL CALL:
5. COMMENTS ON MINUTES:
 - *Council Meeting – April 4, 2016*
6. APPOINTMENTS, CONFIRMATIONS, AWARDS AND RECOGNITION:
7. 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:
8. REPORTS AND COMMUNICATIONS FROM THE MAYOR, DIRECTORS OF DEPARTMENTS AND OTHER OFFICERS:
 - MAYOR PERCIAK:
 - FINANCE DEPARTMENT:
 - LAW DEPARTMENT:
9. AUDIENCE PARTICIPATION:

10. ORDINANCES AND RESOLUTIONS:

- Ordinance No. 2016-072 by Mr. Daymut. AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN PROPERTY LOCATED AT 19132 TEMPLE DRIVE (PPNs 393-19-016 and 393-19-017) IN THE CITY OF STRONGSVILLE, FROM PF (PUBLIC FACILITIES) CLASSIFICATION TO OB (OFFICE BUILDING) CLASSIFICATION. *First reading and referred to Planning Commission 04-04-16. Favorable recommendation by Planning Commission 04-14-16.*
- Resolution No. 2016-083 by Mayor Perciak and All Members of Council. A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE A REQUEST FOR QUALIFICATIONS AND PROPOSALS FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES IN CONNECTION WITH THE I-71/SR-82 INTERCHANGE IMPROVEMENTS PROJECT (CUY.-71-1.70 PID 102238). *First reading 04-04-18.*
- Resolution No. 2016-084 by Mr. Daymut. A RESOLUTION CONFIRMING PLANNING COMMISSION APPROVAL OF THE FINAL SITE PLAN FOR THE ADDITION OF THREE (3) REMOTE RADIO HEADS (RRHs) TO THE EXISTING ANTENNA AND MODIFICATIONS TO THE MOUNTING SYSTEM, ALL ON THE EXISTING TELECOMMUNICATIONS TOWER ON CITY-OWNED PROPERTY LOCATED AT 18778 ROYALTON ROAD (PPN 396-10-014), IN THE CITY OF STRONGSVILLE.
- Resolution No. 2016-085 by Mayor Perciak and All Members of Council. A RESOLUTION ACCEPTING THE DONATION OF WEIGHT EQUIPMENT AND APPURTENANCES TO THE CITY OF STRONGSVILLE, FOR USE BY THE CITY'S FIRE DEPARTMENT.
- Ordinance No. 2016-086 by Mayor Perciak and Mr. Carbone. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE PURCHASE OF FOUR (4) TRAILER MOUNTED LEAF VACS FOR USE BY THE CITY'S SERVICE DEPARTMENT, AND DECLARING AN EMERGENCY.
- Resolution No. 2016-087 by Mayor Perciak and Mr. Dooner. A RESOLUTION ADOPTING ALTERNATIVE TAX BUDGET INFORMATION FOR THE CITY OF STRONGSVILLE, OHIO FOR FISCAL YEAR 2017, AND DECLARING AN EMERGENCY.
- Ordinance No. 2016-088 by Mr. Schonhut. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A NEW INDEPENDENT CONTRACTOR AGREEMENT WITH ANTHONY BUMBALIS FOR PROFESSIONAL ARCHITECTURAL SERVICES IN CONNECTION WITH THE BUILDING CODE OF THE CITY OF STRONGSVILLE AND THE OHIO BUILDING CODE, AND DECLARING AN EMERGENCY.

- Ordinance No. 2016-089 by Mr. Schonhut. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A NEW INDEPENDENT CONTRACTOR AGREEMENT WITH HERSCHMAN ARCHITECTS, INC. FOR PROFESSIONAL ARCHITECTURAL SERVICES IN CONNECTION WITH THE BUILDING CODE OF THE CITY OF STRONGSVILLE AND THE OHIO BUILDING CODE, AND DECLARING AN EMERGENCY.
- Ordinance No. 2016-090 by Mr. Schonhut. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A NEW INDEPENDENT CONTRACTOR AGREEMENT WITH JOHN B. KORNICK FOR PROFESSIONAL ARCHITECTURAL SERVICES IN CONNECTION WITH THE BUILDING CODE OF THE CITY OF STRONGSVILLE AND THE OHIO BUILDING CODE, AND DECLARING AN EMERGENCY.
- Ordinance No. 2016-091 by Mr. Schonhut. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A NEW INDEPENDENT CONTRACTOR AGREEMENT WITH JULIE SIPKA FOR PROFESSIONAL ARCHITECTURAL SERVICES IN CONNECTION WITH THE BUILDING CODE OF THE CITY OF STRONGSVILLE AND THE OHIO BUILDING CODE, AND DECLARING AN EMERGENCY.
- Ordinance No. 2016-092 by Mayor Perciak. AN ORDINANCE AMENDING SECTION 296.09 OF CHAPTER 296 OF TITLE TEN OF PART TWO-ADMINISTRATION CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE CONCERNING THE MAYOR'S COURT MAGISTRATE, AND DECLARING AN EMERGENCY.

11. COMMUNICATIONS, PETITIONS AND CLAIMS:

- Application for Permit: NEW-D5I: To: Mariola Burgers Strongsville LLC; **DBA: The Rail Strongsville, 17885 SouthPark Center & Patio, Strongsville, Ohio 44136** (Responses must be postmarked no later than 4/25/2016).

Motion to consider withdrawal of previous objection for the following:

- Application for Permit: TRFO-D1-D2-D3-D3A-D6: To: Strongsville Pub LLC; **DBA: Johnny J's Pub and Grille, 15323 Pearl Road, Strongsville, Ohio 44136** (Objection to the application was given at the 02-01-16 council meeting).

12. MISCELLANEOUS BUSINESS:

13. ADJOURNMENT:

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 072

By: Mr. Daymut

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN PROPERTY LOCATED AT 19132 TEMPLE DRIVE (PPNs 393-19-016 and 393-19-017) IN THE CITY OF STRONGSVILLE, FROM PF (PUBLIC FACILITIES) CLASSIFICATION TO OB (OFFICE BUILDING) CLASSIFICATION.

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

Section 1. That the Zoning Map of the City of Strongsville, adopted by Section 1250.03 of Title Six, Part Twelve of the Codified Ordinances of Strongsville, be amended to change the zoning classification of certain property located at 19132 Temple Drive (PPNs 393-19-016 and 393-19-017), from PF (Public Facilities) classification to OB (Office Building) classification, which property is more fully described in Exhibit "A" and as depicted in Exhibit "B", attached hereto and incorporated herein as if fully rewritten.

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

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

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

First Reading: April 4, 2016

Second Reading: _____

Third Reading: _____

Public Hearing: _____

Referred to Planning Commission

April 5, 2016
Favorable recommendation by Planning Commission
Approved: April 14, 2016

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2016 – 072
Page 2

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. 2016-072 Amended: _____
1st Rdg. 04-04-16 Ref: PC/PZE
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

Exhibit A

Parcel No. 1

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio and known as being Sublot No. 22 in Strongsville Heights Subdivision of part of Original Strongsville Township Lot No. 56, as shown by the recorded plat in Volume 140 of Maps, Pages 22 and 23 of Cuyahoga County Records, as appears by said plat, be the same more or less, but subject to all legal highways.

p.p.# 393-19-016

Parcel No. 2

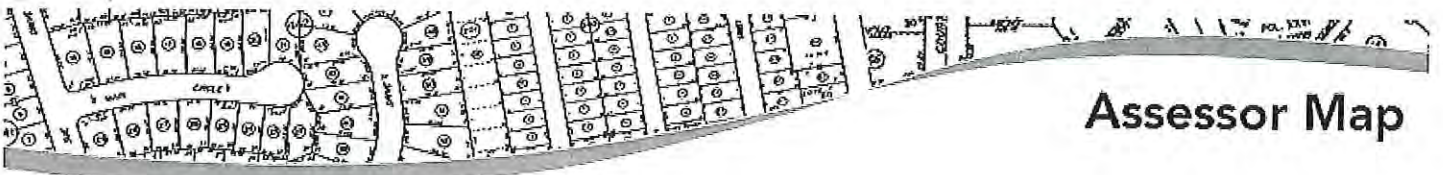
Situated in the City of Strongsville, County of Cuyahoga and State of Ohio and known as being Sublot No. 23 in Strongsville Heights Subdivision of part of Original Strongsville Township Lot No. 56, as shown by the recorded plat in Volume 140 of Maps, Pages 22 and 23 of Cuyahoga County Records, as appears by said plat, be the same more or less, but subject to all legal highways.

p.p.# 393-19-017

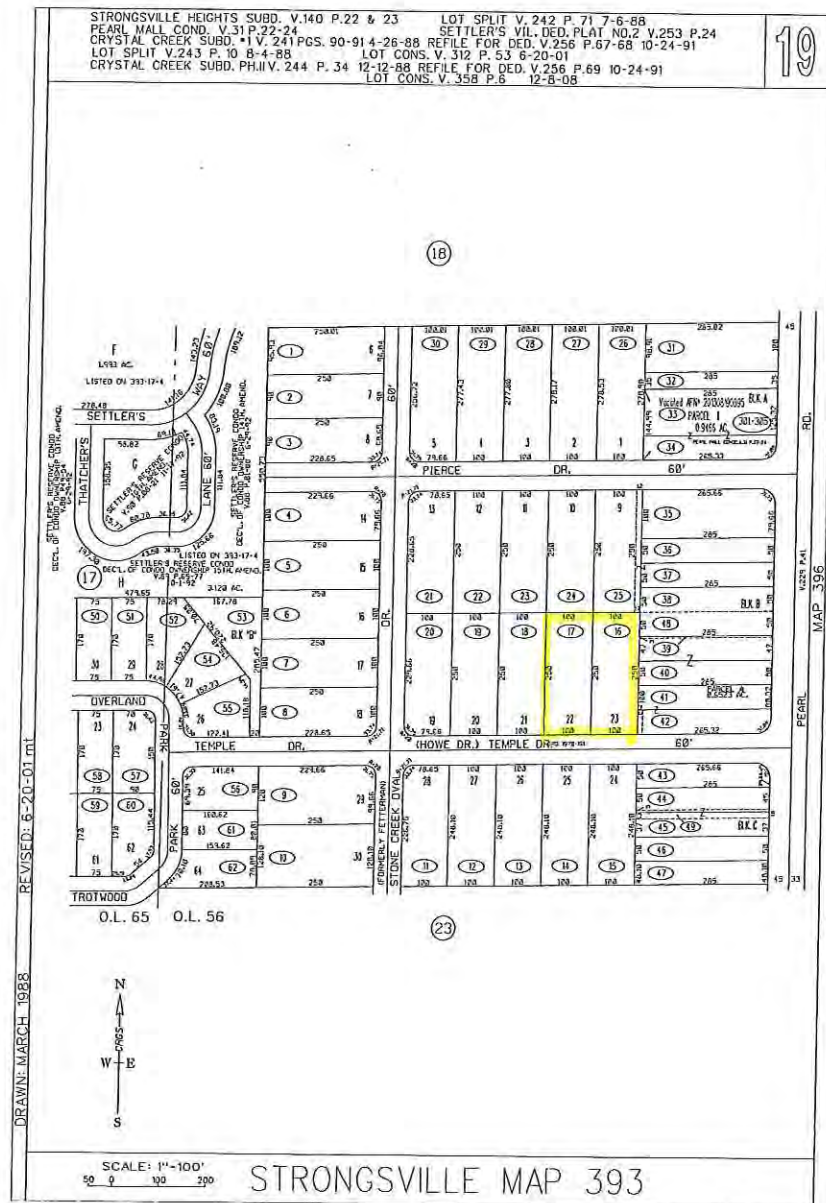
Property: 19132 Temple Drive, Strongsville, Ohio 44149

Owner: Rise Properties LLC

EXHIBIT A



Assessor Map



PETITION FOR ZONING CHANGE

Ordinance Number: 2016-072

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

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

District 0

Such change is necessary for the preservation and enjoyment of a substantial property right because: We would like to operate our business at this location

Such change will not be materially detrimental to the public welfare nor to the property of other persons located in the vicinity because 1) small staff 2) will not disrupt the quiet enjoyment of the area 3) operate 9-5pm Mon-Fri 4) Customers do not visit location; no add'l traffic

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

1. N/A
2. _____
3. _____

THE PROPOSED USE OF THE PROPERTY IS: Office

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

Name: Amy Osterig - Bedner

Address: 1898 Scranton Rd, Cleveland, 44113

Telephone Number: 440.550.9060

[Signature]
Signature of Owner(s) Rise Properties, LLC

State of Ohio)
County of Cuyahoga)

Sworn to and subscribed in my presence this 22 day of MARCH, 2016.

[Signature]

Bruce H. Bynum
Notary Public, State of Ohio
Expires June 29, 2016



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

PROPERTY DESCRIPTION FORM

Ordinance Number: 2016-072

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

Address of Property: 19132 Temple Drive, Strongsville, Ohio 44149

Permanent Parcel No.: 393-19-016 + 393-19-017 (see attached memo)

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

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

Acreage: 1.14 Acres

Said property (has) (had) the following deed restrictions affecting the use thereof (attach copy): No deed restrictions known. Current zoning is PF, Public Facility.

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

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

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

[Signature] president
Signature of Owner(s)

State of Ohio)
County of Cuyahoga)

Sworn to and subscribed to in my presence this 22 day of MARCH, 2016



Bruce H. Bynum
Notary Public, State of Ohio
Expires June 29, 2016

[Signature]
Notary Public

My commission expires June 29, 2016

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

CITY OF STRONGSVILLE
OFFICE OF THE COUNCIL

MEMORANDUM

TO: Ken Mikula, City Engineer

FROM: Aimee Pientka, Clerk of Council

DATE: March 22, 2016

SUBJECT: Rezoning Application
Rise Properties, LLC; Owner
PPN: 393-19-016
Address: 19132 Temple Drive
From Public Facility to Office Building District Use

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

Thank you.

AKP
Attachments

cc: Thomas P. Perciak, Mayor
Kenneth A. Kraus, Law Director
Daniel J. Kolick, Assistant Law Director
George Smerigan, City Planner
Brent Painter, Economic Development Director
All Members of Council
Carol Opera, Planning Commission Secretary

City of Strongsville

Memorandum

To: Neal Jamison, Law Director

CC: Mayor Perciak
Ken Mikula, City Engineer
✓Aimee Pientka

From: Lori Daley, Assistant City Engineer

Date: March 24, 2016

Re: Rezoning Application
Rise Properties, LLC; Owner
PPN's 393-19-016 & 017
19132 Temple Drive
From PF to OB

Neal,

The legal descriptions included in the Clerk of Council's March 22, 2016 memo regarding the above referenced application accurately depict the areas to be rezoned.

Please note, Cuyahoga County still has the parcels listed under two different numbers. The rezoning includes both PPN's listed above.

Please feel free to contact me with any questions.

Thank you.

CITY OF STRONGSVILLE
OFFICE OF THE COUNCIL

MEMORANDUM

TO: Ken Mikula, City Engineer

FROM: Aimee Pientka, Clerk of Council

DATE: March 24, 2016

SUBJECT: Rezoning Application
Rise Properties, LLC; Owner
PPN: 393-19-016 and 393-19-017
Address: 19132 Temple Drive
From Public Facility to Office Building District Use

Per the memo from Lori Daley dated March 24, 2016, the above rezoning also includes PPN 393-19-017 which the original Property Description Form did not reflect. I have spoken to the owner, Marty DeMichele, who advised he wanted this parcel included in the rezoning. Attached is the updated Property Description form for this rezoning.

AKP
Attachments

cc: Thomas P. Perciak, Mayor
Neal Jamison, Law Director
Daniel J. Kolick, Assistant Law Director
George Smerigan, City Planner
Brent Painter, Economic Development Director
All Members of Council
Carol Opera, Planning Commission Secretary

Permanent 393-19-016
Parcel #:

CUYAHOGA COUNTY
OFFICE OF FISCAL OFFICER - 2
JEED 3/31/2015 3:17:38 PM

201503310424

Type Instrument: Warranty Deed
Tax District #: 3340

Date: 3/31/2015 2:31:00 PM
Tax List Year: 2015
Land Use Code: 4850
Land Value: 110,000
Building Value: 131,300
Total Value: 241,300
Arms Length Sale: UNKNW
Rcpt: d-03312015-14
Inst #: 691217
Check #: 4463

Grantee: RISE PROPERTIES LLC
Balance Assumed: \$ 0.00
Total Consideration: \$ 15,000.00
Conv. Fee Paid: \$ 60.00
Transfer Fee Paid: \$ 0.50
Fee Paid by: City Title Agency
Exempt Code:


Cuyahoga County Fiscal Officer

KNOW ALL MEN BY THESE PRESENTS

That The Strongsville Temple Company, Inc. (collectively or singularly referred to as "Grantors") for valuable consideration paid, grants, with covenants of General Warranty to Rise Properties LLC, an Ohio Limited Liability Company whose tax mailing is: 6601 Smith Road, Brook Park, Ohio 44130 and property address is: 19132 Temple Drive, Strongsville, Ohio 44149

the following described realty:

Parcel No. 1
Situated in the City of Strongsville, County of Cuyahoga and State of Ohio and known as being Sublot No. 22 in Strongsville Heights Subdivision of part of Original Strongsville Township Lot No. 56, as shown by the recorded plat in Volume 140 of Maps, Pages 22 and 23 of Cuyahoga County Records, as appears by said plat, be the same more or less, but subject to all legal highways.

Parcel No. 2
Situated in the City of Strongsville, County of Cuyahoga and State of Ohio and known as being Sublot No. 23 in Strongsville Heights Subdivision of part of Original Strongsville Township Lot No. 56, as shown by the recorded plat in Volume 140 of Maps, Pages 22 and 23 of Cuyahoga County Records, as appears by said plat, be the same more or less, but subject to all legal highways.

CITY TITLE COMPANY
100148

PPN: 393-19-016

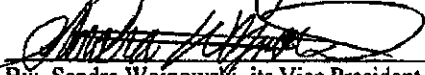
Prior Instrument Reference: Volume 7062 Page 475 & 477

And the said Grantors do for themselves and their successors and assigns covenant with said Grantees, as above granted, that at and until the ensembling of these presents it is well seized of the above described premises as a good and indefeasible estate in fee simple, and has good right to bargain and sell the same in manner and form as above written; that the same are free and clear from all encumbrances whatsoever except restrictions, conditions, reservations, limitations, and easements of record; restrictions and conditions contained in this Deed; if any, zoning ordinances; and taxes and assessments, both general and special, presently a lien but not yet due and payable; and that they will warrant and defend said premises, with the appurtenances thereunto belonging, to the said Grantees, as above granted, forever, against all lawful claims and demands whatsoever, except as hereinabove provided.

EXECUTED this 30th day of MARCH, 2015.

The Strongsville Temple Company, Inc.


By: William J. Craig, its President



By: Sandra Wojnowski, its Vice President

STATE OF OHIO

COUNTY OF Cuyahoga

On this 30th day of MARCH, 2015, before me, a Notary Public, in and for said County, personally came The Strongsville Temple Company, Inc., By: William J. Craig, its President and By: Sandra Wojnowski, its Vice President the grantor(s) in the foregoing deed, and acknowledged the signing thereof to be their voluntary act and deed.

Witness my official signature and seal on the day last above mentioned.


Notary Public

This Instrument Prepared By:
WILLIAM E. NEGRELLI
Attorney at Law
5599 Pearl Road
Parma, Ohio 44129
440-88-6100



MICHAEL R. LEWANDOWSKI
Notary Public, State of Ohio
My Commission Expires
December 8, 2016

CITY OF STRONGSVILLE
OFFICE OF THE COUNCIL

MEMORANDUM

TO: Planning Commission
FROM: Tiffany Mekeel, Assistant Clerk of Council
DATE: April 5, 2016
SUBJECT: Referral from Council: Ordinance No. 2016-072

At its regular meeting of April 4, 2016, City Council referred the following Ordinance to the Planning Commission for its report and recommendation thereon:

- Ordinance No. 2016-072 by Mr. Daymut. AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN PROPERTY LOCATED AT 19132 TEMPLE DRIVE (PPNs 393-19-016 and 393-19-017) IN THE CITY OF STRONGSVILLE, FROM PF (PUBLIC FACILITIES) CLASSIFICATION TO OB (OFFICE BUILDING) CLASSIFICATION.

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

TAM
Attachment

MEMORANDUM

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

FROM: Carol Oprea, Administrative Assistant, Boards & Commissions

SUBJECT: Referrals to Council

DATE: April 15, 2016

Please be advised that at its meeting of April 14, 2016, the Strongsville Planning Commission gave Favorable Recommendation to the following;

ORDINANCE NO. 2016-072

An Ordinance Amending the Zoning Map of the City of Strongsville adopted by Section 1250.03 of Title Six, part Twelve of the Codified Ordinances of Strongsville to change the Zoning Classification of certain property located at 19132 Temple Drive (PPN's 393-19-016 and 393-19-017) in the City of Strongsville from PF (Public Facilities) Classification to OB (Office Building) Classification.

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2016 – 083

By: Mayor Perciak and All Members of Council

A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE A REQUEST FOR QUALIFICATIONS AND PROPOSALS FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES IN CONNECTION WITH THE I-71/SR-82 INTERCHANGE IMPROVEMENTS PROJECT (CUY.-71-1.70 PID 102238).

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 and directed to advertise a request for letters of interest and qualifications for professional engineering consulting services in connection with the I-71/SR-82 Interchange Improvements Project (Cuy.-71-1.70 PID 102238), in accordance with the documents on file in the office of the City Engineer, which are, in all respects, hereby approved, but subject to approval and possible adjustment by the Ohio Department of Transportation and the City's Law Director.

Section 2. That the funds for the purposes of this Resolution have been appropriated and shall be paid from the General Capital Improvement Fund and such other local, state and/or federal funds which become available for such Project.

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

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

President of Council

Approved: _____
Mayor

Date Passed: _____ Date Approved: _____

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

Attest: _____
Clerk of Council

RES
ORD. No. 2016-083 Amended: _____
1st Rdg. 04-04-16 Ref: PZE
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2016 – 084

By: Mr. Daymut

A RESOLUTION CONFIRMING PLANNING COMMISSION APPROVAL OF THE FINAL SITE PLAN FOR THE ADDITION OF THREE (3) REMOTE RADIO HEADS (RRHs) TO THE EXISTING ANTENNA AND MODIFICATIONS TO THE MOUNTING SYSTEM, ALL ON THE EXISTING TELECOMMUNICATIONS TOWER ON CITY-OWNED PROPERTY LOCATED AT 18778 ROYALTON ROAD (PPN 396-10-014), IN THE CITY OF STRONGSVILLE.

WHEREAS, AT&T Mobility, through its agent, has submitted a final site plan to the Planning Commission for approval of three (3) Remote Radio Heads (RRHs) to the existing antenna and modifications to the mounting system on the existing telecommunications tower, all on City-owned property located at 18778 Royalton Road (PPN 396-10-014), zoned Public Facilities; and

WHEREAS, the Commission approved said final site plan at its meeting of March 31, 2016.

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

Section 1. That this Council does hereby confirm the approval of the City's Planning Commission of the final site plan submitted by AT&T Mobility for three (3) RRHs to the existing antenna and modifications to the mounting system on the existing telecommunications tower, on City-owned property located at 18778 Royalton Road (PPN 396-10-014).

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

Section 3. That this Resolution shall take effect and be in force from and after the earliest period allowed by law.

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

CITY OF STRONGSVILLE, OHIO
RESOLUTION NO. 2016 - 084
Page 2

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

Attest: _____
Clerk of Council

RES
ORD. No. 2016-084 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: April 1, 2016

Please be advised that at its meeting of March 31, 2016, the Strongsville Planning Commission gave Favorable Recommendation to the following;

ORDINANCE NO. 2016-056

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE LOCATED AT 9200 PEARL ROAD IN THE CITY OF STRONGSVILLE FROM R-RS (RESTAURANT-RECREATIONAL SERVICES) CLASSIFICATION TO MS (MOTORIST SERVICE) CLASSIFICATION (PPN 395-03-006), AND DECLARING AN EMERGENCY.

AT & T / Laura Tworzydlo, Agent

- a) Certificate of Appropriateness for the Site Plan for the addition of three (3) RRH's to the existing antenna and modifications to the mounting system for the AT & T co-location on the existing water tower located at 18688 Royalton Road, PPN 396-10-014 zoned Public Facility.
- b) Site Plan approval for the addition of three (3) RRH's to the existing antenna and modifications to the mounting system for the AT & T co-location on the existing water tower located at 18688 Royalton Road, PPN 396-10-014 zoned Public Facility.

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2016 – 085

By: Mayor Perciak and All Members of Council

A RESOLUTION ACCEPTING THE DONATION OF WEIGHT EQUIPMENT AND APPURTENANCES TO THE CITY OF STRONGSVILLE, FOR USE BY THE CITY'S FIRE DEPARTMENT.

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

WHEREAS, Bob and Betty Shanko, residents of the City, have decided to donate Olympic and standard weight equipment and appurtenances for use by the safety forces of the Fire Department for wellness and fitness purposes; and

WHEREAS, such equipment, as reflected on the attached Exhibit A, is worth approximately \$400.00; and

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

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

Section 1. That this Council hereby graciously accepts the above donation from residents Bob and Betty Shanko, and along with Mayor Perciak, expresses the City's appreciation for such weight equipment for use by the safety forces of the City's Fire Department.

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 – 085
Page 2

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

Attest: _____
Clerk of Council

RES
ORD. No. 2016-085 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

RECEIVED

APR 11 2016

LAW DEPARTMENT
CITY OF STRONGSVILLE

April 9, 2016

Chief Jack Draves
Strongsville Fire & Emergency Services
17000 Prospect Road
Strongsville, OH 44149

Dear Chief Draves:

My wife and I would like to donate the following weight equipment to the Strongsville Fire Department:

1. Weights

a. Olympic Weights

<u># of Wts.</u>	<u>Lbs. (each wt.)</u>
2	45 lbs.
2	35 lbs.
2	25 lbs.
2	10 lbs.
4	5 lbs.
<u>2</u>	<u>2½ lbs.</u>
Total: 14	255 lbs.

b. Standard Weights

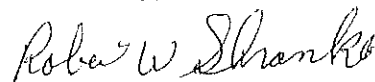
<u># of Wts.</u>	<u>Lbs. (each wt.)</u>
2	50 lbs.
<u>4</u>	<u>25 lbs.</u>
Total: 6	200 lbs.

- Two bars (w/end clips) -- one for each set of weights (Olympic and standard).
- One weight stand/rack.

We estimate the equipment to be valued at \$400 (approx.).

Thank you.

Sincerely,



Robert W. Shanko
19794 Stoughton Drive
Strongsville, OH 44149-5664

EXHIBIT A

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 086

By: Mayor Perciak and Mr. Carbone

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE PURCHASE OF FOUR (4) TRAILER MOUNTED LEAF VACS FOR USE BY THE CITY'S SERVICE DEPARTMENT, AND DECLARING AN EMERGENCY.

WHEREAS, the City has advertised for and received bids for the purchase of up to five (5) trailer mounted leaf vacs for use by the City's Service Department; and

WHEREAS, Council is desirous of proceeding to award and enter into a contract for the purchase of four (4) of the trailer mounted leaf vacs.

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

Section 1. That this Council hereby finds and determines that the bid submitted by **BEST EQUIPMENT CO., INC.** for four (4) trailer mounted leaf vacs for use by the City's Service Department meets the specifications on file in the office of the Director of Public Service; is in compliance with the applicable requirements for bidding and contracts established by the laws of the City and the State; and is the lowest and best bid submitted for the proposed contract. Any minor defects or informalities in the bidding process are hereby waived. All other bids for this contract are, therefore, hereby rejected.

Section 2. That the Mayor be and is hereby authorized and directed to enter into a contract with the aforesaid lowest and best bidder in an amount not to exceed \$134,680.00 for the purchase of four (4) trailer mounted leaf vacs to be used by the Service Department of the City of Strongsville, and in a form approved by the Law Director.

Section 3. That the funds for the purpose of such contract have been appropriated and shall be paid from the General Capital Improvement Fund, and the Director of Finance be and is hereby authorized and directed to issue the City's warrants in accordance with the terms and conditions of such bid and contract.

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

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2016 - 086
Page 2

Section 5. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to contract for said equipment in order to provide for continuity of services and operation of the City's Service Department, 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. 2016-086 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2016 – 087

By: Mayor Perciak and Mr. Dooner

**A RESOLUTION ADOPTING ALTERNATIVE TAX
BUDGET INFORMATION FOR THE CITY OF
STRONGSVILLE, OHIO FOR FISCAL YEAR 2017, AND
DECLARING AN EMERGENCY.**

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

WHEREAS, the Mayor and Director of Finance, therefore, have prepared alternative tax budget information for the City of Strongsville, Ohio, for the fiscal year beginning January 1, 2017; including a Division of Taxes Levied setting forth levies inside and outside the 10 Mill limitation, inclusive of debt levies; a Statement of Fund Activity; Unvoted General Obligation Debt; Voted Debt Outside of the 10 Mill Limit; and Schedule of Interfund Transfers, all for submission to the Cuyahoga County Budget Commission and Cuyahoga County Fiscal Officer.

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

Section 1. That the alternative tax budget information for the City of Strongsville, Ohio, for the fiscal year commencing January 1, 2017, heretofore prepared by the Mayor of this City and submitted to this Council, a copy of which is attached hereto as Exhibit "A" and made a part hereof as if fully rewritten herein, be and the same is hereby ratified, approved, confirmed and adopted as the official alternative tax budget information of the City of Strongsville for the fiscal year beginning January 1, 2017 and ending December 31, 2017 for submission to the Cuyahoga County Budget Commission and Cuyahoga County Fiscal Officer.

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

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

CITY OF STRONGSVILLE, OHIO
RESOLUTION NO. 2016 – 087
Page 2

Section 4. That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary in order to comply with all state, county and local requirements concerning tax budgets. Therefore, provided this Resolution receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

 President of Council

Approved: _____
 Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
 Clerk of Council

RES
 ORD. No. 2016-087 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

ALTERNATIVE TAX BUDGET INFORMATION

Political Subdivision/Taxing Unit CITY OF STRONGSVILLE

For the Fiscal Year Commencing January 1, 2017

Fiscal Officer Signature

Date

[Signature]
April 11, 2016

COUNTY OF CUYAHOGA

Background

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

Ohio Revised Code Section 5705.281

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

County Budget Commission Duties

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

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

County Budget Commission Action

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

Alternative Tax Budget Information Filing Deadline

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

GUIDELINES FOR COMPLETING THE ALTERNATIVE TAX BUDGET INFORMATION

SCHEDULE 1

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

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

NOTE:

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

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

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

SCHEDULE 2

The general purpose of schedule 2 is to produce an Official Certificate of Estimated Resources for all funds. In column 3, total estimated receipts should include all revenues plus transfers in. All taxing authorities, except school districts, must submit a list of all tax transfers.

SCHEDULE 3

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

SCHEDULE 4

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

SCHEDULE 5

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

City of Strongsville, Cuyahoga County, Ohio
DIVISION OF TAXES LEVIED
For the Year Ending December 31, 2017

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

Schedule 1

I	II	III	IV	V	VI	VII	VIII	IX
Fund	Purpose	Authorized By Voters On MM/DD/YY	Levy Type	Number of Years Levy To Run	Tax Year Begins/Ends	Collection Year Begins/Ends	Maximum Rate Authorized	\$ AMOUNT Requested of Budget Commission
<u>General Fund</u>								
General Fund	Current Expense	05/06/14	Renewal	5	2014 - 2018	2015 - 2019	1.5	\$ 525,000
<u>Special Revenue Funds</u>								
Fire Levy Fund	Current Expense	05/05/09	Renewal	continuing	continuing	continuing	2.0	\$ 2,849,000
Fire Levy Fund	Current Expense	11/06/12	Renewal	5	2013 - 2017	2014 - 2018	1.5	\$ 2,175,000
Drainage Levy Fund	Drainage	11/06/12	Replace	5	2013 - 2017	2014 - 2018	0.4	\$ 570,000
SW Hospital Fund	SW Hospital	11/04/14	Renewal	5	2015 - 2019	2016 - 2020	1.0	\$ 350,000
Police Pension Fund	Inside Millage						0.3	\$ 438,000
Fire Pension Fund	Inside Millage						0.3	\$ 438,000
Total Special Revenue Funds							5.5	\$ 6,820,000
<u>Debt Service Funds</u>								
General Bond Retirement	Inside Millage						2.3	\$ 3,400,000
Total Debt Service Funds							2.3	\$ 3,400,000
Totals							9.3	\$ 10,745,000

City of Strongsville, Cuyahoga County, Ohio
STATEMENT OF FUND ACTIVITY
 For the Year Ending December 31, 2017

Schedule 2

(List All Funds Individually)

VI

V

IV

III

III

II

I

Fund By Type	II	III	III	IV	V	VI
	Beginning Estimated Unencumbered Fund Balance	Property Taxes and Local Government Fund Revenue	Other Source Receipts	Total Resources Available For Expenditures	Total Estimated Expenditures and Encumbrances	Ending Estimated Unencumbered Balance
General Fund	\$ 7,589,949.68	\$ 980,702.00	\$ 34,424,797.00	\$ 42,995,448.68	\$ 35,204,000.00	\$ 7,791,448.68
Special Revenue Fund Group						
Police Pension	\$ 218,669.62	\$ 438,000.00	\$ 841,700.00	\$ 1,498,369.62	\$ 1,285,400.00	\$ 212,969.62
Street Maintenance & Construction	\$ 3,198,465.35	-	\$ 8,826,000.00	\$ 12,024,465.35	\$ 9,857,400.00	\$ 2,167,065.35
State Highway Maintenance	\$ 284,112.26	-	\$ 140,600.00	\$ 424,712.26	\$ 140,000.00	\$ 284,712.26
Motor Vehicle License	\$ 294,011.89	-	\$ 331,000.00	\$ 625,011.89	\$ 500,000.00	\$ 125,011.89
Emergency Vehicle	\$ 1,566,883.91	-	\$ 909,000.00	\$ 2,465,883.91	\$ 941,000.00	\$ 1,524,883.91
Fire Levy	\$ 1,497,048.38	\$ 5,024,000.00	\$ 3,103,400.00	\$ 9,624,448.38	\$ 8,350,200.00	\$ 1,274,248.38
Fire Pension	\$ 207,469.87	\$ 438,000.00	\$ 1,045,700.00	\$ 1,691,169.87	\$ 1,432,200.00	\$ 258,969.87
Clerk of Court	\$ 141,834.66	-	\$ 15,000.00	\$ 156,834.66	\$ 40,000.00	\$ 116,834.66
Drainage Levy	\$ 163,963.61	\$ 570,000.00	\$ 2,300.00	\$ 736,263.61	\$ 646,300.00	\$ 89,963.61
Multi-Purpose Complex	\$ 213,851.61	-	\$ 5,100,000.00	\$ 5,313,851.61	\$ 5,091,900.00	\$ 221,951.61
SW General Hospital	\$ -	\$ 350,000.00	\$ -	\$ 350,000.00	\$ 350,000.00	\$ -
Law Enforcement Federal Seizure	\$ 12,285.55	-	\$ 1,000.00	\$ 13,285.55	\$ 7,000.00	\$ 6,285.55
Law Enforcement State Seizure	\$ 42,605.73	-	\$ 3,000.00	\$ 45,605.73	\$ 32,000.00	\$ 13,605.73
Law Enforcement Mandatory Drug Fine	\$ 1,111.57	-	\$ 400.00	\$ 1,511.57	\$ 400.00	\$ 1,111.57
Law Enforcement DUI/DWI	\$ 13,313.73	-	\$ 2,000.00	\$ 15,313.73	\$ 10,000.00	\$ 5,313.73
Tree Maintenance	\$ 246,028.39	-	\$ 117,000.00	\$ 363,028.39	\$ 100,000.00	\$ 263,028.39
Community Diversion	\$ -	-	\$ 12,400.00	\$ 12,400.00	\$ 12,400.00	\$ -
Earned Benefits	\$ 2,548,792.67	-	\$ 200,000.00	\$ 2,748,792.67	\$ 400,000.00	\$ 2,348,792.67
Total Special Revenue Funds	\$ 10,640,448.80	\$ 6,820,000.00	\$ 20,650,500.00	\$ 38,110,948.80	\$ 29,196,200.00	\$ 8,914,748.80
Debt Service Fund Group						
General Bond Retirement	\$ 1,844,226.74	\$ 3,400,000.00	\$ 380,572.00	\$ 5,624,798.74	\$ 3,514,651.00	\$ 2,110,147.74
Pearl Road TIF # 1	\$ 247,959.71	-	\$ 1,182,000.00	\$ 1,429,959.71	\$ 1,220,750.00	\$ 209,209.71
Route 82 TIF	\$ 55,869.49	-	\$ 186,300.00	\$ 242,169.49	\$ 205,500.00	\$ 36,669.49
Pearl Road TIF # 2	\$ 15,892.10	-	\$ 22,000.00	\$ 37,892.10	\$ -	\$ 37,892.10
Pearl Road TIF # 3	\$ 19,435.23	-	\$ 40,000.00	\$ 59,435.23	\$ -	\$ 59,435.23
Westwood Commons TIF	\$ -	-	\$ -	\$ -	\$ -	\$ -
Giant Eagle TIF	\$ 74,000.00	-	\$ 74,000.00	\$ 148,000.00	\$ -	\$ 148,000.00
GETGO TIF	\$ 21,000.00	-	\$ 21,000.00	\$ 42,000.00	\$ -	\$ 42,000.00
Total Debt Service Funds	\$ 2,278,383.27	\$ 3,400,000.00	\$ 1,905,872.00	\$ 7,584,255.27	\$ 4,940,901.00	\$ 2,643,354.27
Capital Project Fund Group						
Recreation Capital Improvement	\$ 98,155.48	-	\$ 100,000.00	\$ 198,155.48	\$ 150,000.00	\$ 48,155.48
General Capital Improvement	\$ 2,491,541.87	-	\$ 825,100.00	\$ 3,316,641.87	\$ 1,753,000.00	\$ 1,563,641.87
Total Capital Project Funds	\$ 2,589,697.35	\$ -	\$ 925,100.00	\$ 3,514,797.35	\$ 1,903,000.00	\$ 1,611,797.35

City of Strongsville, Cuyahoga County, Ohio
STATEMENT OF FUND ACTIVITY
 For the Year Ending December 31, 2017

Schedule 2

(List All Funds Individually)

I	II	III	III	IV	V	VI
Fund By Type	Beginning Estimated Unencumbered Fund Balance	Property Taxes and Local Government Fund Revenue	Other Source Receipts	Total Resources Available For Expenditures	Total Estimated Expenditures and Encumbrances	Ending Estimated Unencum- bered Balance
<u>Enterprise Fund Group</u>						
Sanitary Sewer	\$ 5,699,232.19	\$ -	\$ 6,897,100.00	\$ 12,596,332.19	\$ 6,977,035.00	\$ 5,619,297.19
<u>Internal Service Fund Group</u>						
Worker's Compensation Reserve	\$ 1,402,982.87	\$ -	\$ 372,900.00	\$ 1,775,882.87	\$ 462,000.00	\$ 1,313,882.87
TOTAL ALL FUNDS	\$ 30,200,694.16	\$ 11,200,702.00	\$ 65,176,269.00	\$ 106,577,665.16	\$ 78,683,136.00	\$ 27,894,529.16

**City of Strongsville, Cuyahoga County, Ohio
Tax Budget
For the Year Ending December 31, 2017**

UNVOTED GENERAL OBLIGATION DEBT

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

Schedule 3

I	II	III	IV	V	VI
Purpose of Bonds or Notes	Date of Issue	Final Maturity Date	Principal Amount Outstanding At The Beginning Of The Year	Amount Required To Meet Budget Year Principal & Interest Payments	Amount Receivable From Other Sources To Meet Debt Payments
General Purpose Various Improvement Bonds 2009 Issue	13-May-09	1-Dec-34	\$11,455,000	\$639,469	\$0
General Purpose Various Improvement Bonds 2009 Issue (TIF)	8-Dec-09	1-Dec-29	\$6,355,000	\$610,750	\$610,750
General Purpose Various Improvement Bonds 2011 Issue	6-Sep-11	1-Dec-21	\$5,990,000	\$1,347,638	\$0
General Purpose Various Improvement Bonds 2014 Issue	1-Apr-14	1-Dec-26	\$8,820,000	\$560,900	\$0
General Purpose Various Improvement Bonds 2015 Issue	22-Oct-15	1-Dec-26	\$7,490,000	\$787,894	\$0
Totals			\$40,110,000	\$3,946,651	\$610,750

City of Strongsville, Cuyahoga County, Ohio
Tax Budget

For the Year Ending December 31, 2017

SCHEDULE OF INTERFUND TRANSFERS

Supplemental Schedule

From	Amount	To
Transfers		
General Fund	\$3,370,000	Street Construction, Maintenance & Repair Special Revenue Fund
General Fund	\$3,100,000	Fire Levy Special Revenue Fund
General Fund	\$2,100,000	Multi-Purpose Special Revenue Fund
General Fund	\$840,000	Police Pension Special Revenue Fund
General Fund	\$1,044,000	Fire Pension Special Revenue Fund
General Fund	\$200,000	Earned Benefits Special Revenue Fund
General Fund	\$109,000	General Bond Retirement Fund
General Fund	\$100,000	Recreation Capital Improvement Fund

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 088

By: Mr. Schonhut

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

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

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

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

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

Section 1. That the Mayor be and is hereby authorized and directed to enter into an Independent Contractor Agreement retroactive to January 1, 2016 and thereafter through March 31, 2018, with **ANTHONY BUMBALIS**, to provide personal services in the nature of plans examination services in connection with the Building Code of the City of Strongsville and the Ohio Building Code, in the form attached hereto as Exhibit A.

Section 2. That the funds necessary for the purpose of such Agreement have been appropriated for the year 2016, 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 – 088
Page 2

Section 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to enter into said contract in order to assist the Building Department in carrying out the provisions of the Ohio Building Code, to provide more efficient plans review and to thereby facilitate various projects within the City. Therefore, provided this Ordinance receives the unanimous affirmative vote of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor.

 President of Council

Approved: _____
 Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
 Clerk of Council

ORD. No. 2016-088 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

**INDEPENDENT CONTRACTOR AGREEMENT
FOR PLANS EXAMINER SERVICES**

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

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

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

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

WHEREAS, by and through Ordinance No. 2016- 088 , the Council of the City of Strongsville authorized the Mayor to enter into a contract for professional architectural services in connection with the Building Code of the City;

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

SECTION I - SCOPE OF SERVICES

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

SECTION II - TERM OF AGREEMENT

“The term of this Agreement shall commence retroactive to January 1, 2016, and shall terminate on the 31st day of March, 2018, unless extended by the parties.”

SECTION III - PAYMENT

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

SECTION IV - AGENCY

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

SECTION V - PLANS AND DOCUMENTS

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

SECTION VI - SUSPENSION OR TERMINATION OF PERFORMANCE

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

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

SECTION VII - PERSONAL SERVICES OF CONSULTANT

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

SECTION VIII - ASSIGNMENT

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

SECTION IX - TIME OF PERFORMANCE

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

SECTION X - AUDIT AND REVISION

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

SECTION XI - FUNDING SOURCE

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

SECTION XII - INSURANCE

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

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

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

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

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

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

SECTION XIII - AMENDMENTS

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

SECTION XIV - NOTICES

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

SECTION XV - CONFLICT OF INTEREST/DISCLOSURE

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

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

SECTION XVI - DISCRIMINATION PROHIBITED

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

SECTION XVII - EXTENT OF AGREEMENT

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

SECTION XVIII - EFFECTIVE AND BINDING

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

SECTION XIX - CAPTIONS AND HEADNOTES

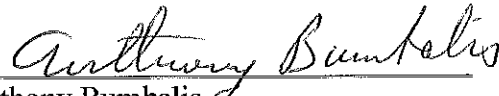
The captions or head notes on articles or sections of this Agreement, and marginal notes are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Agreement nor in any way affect the Agreement.

IN WITNESS WHEREOF, the parties hereunto set forth their hand this ____ day of _____, 2016.

Signed in the presence of:



CONSULTANT


Anthony Bumbalis

CITY OF STRONGSVILLE, OHIO

Thomas P. Perciak, Mayor

CERTIFICATE OF LAW DIRECTOR

I hereby certify that I have reviewed and approved the form of the foregoing Agreement this ____ day of _____, 2016.

Law Director

CERTIFICATION OF FUNDS

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

Date

Director of Finance

CITY OF STRONGSVILLE
EQUAL OPPORTUNITY REQUIREMENTS
for
SERVICE and SUPPLY CONTRACTS

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

This Certification becomes part of the resultant CONTRACT.

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

Company: Anthony Bumbales
By: Anthony Bumbales
Date: 3-25-16

DELINQUENT PERSONAL PROPERTY STATEMENT

Anthony Bombalis, having been awarded a Contract by the City of
 (name of contractor/proposer)

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

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

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

Delinquent Personal Property Tax \$ NONE
 Penalties \$ NONE
 Interest \$ NONE

Anthony Bombalis
 (Company Name)
 By: Anthony Bombalis
 Its: 3-25-16

STATE OF Ohio)
) SS:
 COUNTY Cuyahoga)

SWORN TO BEFORE ME, a Notary Public in and for said county and state, on this
25th day of March, 2016.

Alan J. Sills
 Notary Public
 ALAN J. SILLS, ATTY. AT LAW
 NOTARY PUBLIC • STATE OF OHIO
 My Commission Has No Expiration Date
 Section 147.03 O.R.C.

CERTIFICATION AND REPRESENTATIONS

CONCERNING CAMPAIGN CONTRIBUTIONS TO CITY OFFICIALS

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

The undersigned further understands and acknowledges that the City can confirm and verify the above information; and that if any of these certifications or representations are false, then the City will have the discretion to prohibit and disqualify the undersigned from being awarded a contract, bid or purchase order by the City for goods or services exceeding \$500.00 in value during any calendar year.

CONTRACTOR/BIDDER

By: Anthony Bumbale
Title: Anthony Bumbale
Date: 3-25-16

STATE OF Ohio)
) SS:
COUNTY OF Cuyahoga)

SWORN TO AND SUBSCRIBED before me this 25th day of March,
2016.

Alan J. Sills
Notary Public ALAN J. SILLS, ATTY.
NOTARY PUBLIC • STATE OF OHIO
My Commission Has No Expiration Date
Section 147.03 O.R.C.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/25/2016

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

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

PRODUCER RALPH P SILLS INSURANCE AGENCY 13854 CEDAR RD UNIVERSITY HTS., OHIO 44118	CONTACT NAME: ALAN J. SILLS PHONE (A/C, No., Ext): 216-321-8033 E-MAIL ADDRESS: silsins@aol.com	FAX (A/C, No): 216-321-2801	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED BUMBALIS, ANTHONY 1115 EAST 71ST. STREET CLEVELAND OH 44103	INSURER A: WESTFIELD INSURANCE COMPANY		19992
	INSURER B: CONTINENTAL CASUALTY COMPANY		
	INSURER C:		
	INSURER D:		
	INSURER E:		

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

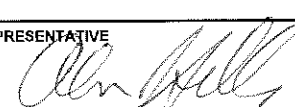
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CWP 8385456	7/25/2015	7/25/2016	EACH OCCURRENCE \$ 500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 500,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			APV 8156279	9/11/2015	9/11/2016	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 500,000 BODILY INJURY (Per accident) \$ 500,000 PROPERTY DAMAGE (Per accident) \$ 100,000 \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	PROFESSIONAL LIABILITY			288272600	7/22/2015	7/22/2016	\$1,000,000 EACH CLAIM

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

THE CITY OF STRONGSVILLE IS NAMED AS AN ADDITIONAL INSURED.

CERTIFICATE HOLDER **CANCELLATION**

THE CITY OF STRONGSVILLE BUILDING DEPT. 16099 FOLTZ PARKWAY STRONGSVILLE, OH 44136	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/25/2016

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

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

PRODUCER RALPH P SILLS INSURANCE AGENCY 13854 CEDAR RD UNIVERSITY HTS., OHIO 44118	CONTACT NAME: ALAN J. SILLS	FAX (A/C, No): 216-321-2801	
	PHONE (A/C, No, Ext): 216-321-8033	E-MAIL ADDRESS: sillsins@aol.com	
INSURED BUMBALIS, ANTHONY 1115 EAST 71ST. STREET CLEVELAND OH 44103	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: WESTFIELD INSURANCE COMPANY		19992
	INSURER B: CONTINENTAL CASUALTY COMPANY		
	INSURER C:		
	INSURER D:		
	INSURER E:		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			CWP 8385456	7/25/2015	7/25/2016	EACH OCCURRENCE \$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person) \$ 5,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 500,000
							GENERAL AGGREGATE \$ 1,000,000
							PRODUCTS - COMP/OP AGG \$ 1,000,000
							\$
A	AUTOMOBILE LIABILITY			APV 8156279	9/11/2015	9/11/2016	COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$ 500,000
	<input type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$ 500,000
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$ 100,000
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		<input type="checkbox"/> Y/N	N/A			E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
B	PROFESSIONAL LIABILITY			288272600	7/22/2015	7/22/2016	\$1,000,000 EACH CLAIM

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

THE CITY OF STRONGSVILLE IS NAMED AS AN ADDITIONAL INSURED.

CERTIFICATE HOLDER

CANCELLATION

THE CITY OF STRONGSVILLE BUILDING DEPT. 16099 FOLTZ PARKWAY STRONGSVILLE, OH 44136	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 089

By: Mr. Schonhut

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

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

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

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

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

Section 1. That the Mayor be and is hereby authorized and directed to enter into a new Independent Contractor Agreement retroactive to January 1, 2016 and thereafter through March 31, 2018, with **HERSCHMAN ARCHITECTS, INC.** to provide for the personal services of **DAVID SCHERRY**, an Ohio Certified Plans Examiner, in the nature of plans examination services in connection with the Building Code of the City of Strongsville and the Ohio Building Code, in the form attached hereto as Exhibit A.

Section 2. That the funds necessary for the purpose of such Agreement have been appropriated for the year 2016, 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 – 089

Page 2

Section 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to enter into said contract in order to assist the Building Department in carrying out the provisions of the Ohio Building Code, to provide more efficient plans review and to thereby facilitate various projects within the City. Therefore, provided this Ordinance receives the unanimous affirmative vote of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor.

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
Clerk of Council

ORD. No. 2016-089 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

**INDEPENDENT CONTRACTOR AGREEMENT
FOR PLANS EXAMINER SERVICES**

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

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

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

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

WHEREAS, by and through Ordinance No. 2016- 089, the Council of the City of Strongsville authorized the Mayor to enter into a contract for professional architectural services in connection with the Building Code of the City;

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

SECTION I - SCOPE OF SERVICES

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

SECTION II - TERM OF AGREEMENT

“The term of this Agreement shall commence retroactive to January 1, 2016, and shall terminate on the 31st day of March, 2018, unless extended by the parties.”

SECTION III - PAYMENT

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

SECTION IV - AGENCY

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

SECTION V - PLANS AND DOCUMENTS

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

SECTION VI - SUSPENSION OR TERMINATION OF PERFORMANCE

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

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

SECTION VII - PERSONAL SERVICES OF CONSULTANT

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

SECTION VIII - ASSIGNMENT

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

SECTION IX - TIME OF PERFORMANCE

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

SECTION X - AUDIT AND REVISION

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

SECTION XI - FUNDING SOURCE

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

SECTION XII - INSURANCE

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

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

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

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

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

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

SECTION XIII - AMENDMENTS

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

SECTION XIV - NOTICES

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

SECTION XV - CONFLICT OF INTEREST/DISCLOSURE

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

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

SECTION XVI - DISCRIMINATION PROHIBITED

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

SECTION XVII - EXTENT OF AGREEMENT

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

SECTION XVIII - EFFECTIVE AND BINDING

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

SECTION XIX - CAPTIONS AND HEADNOTES

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

IN WITNESS WHEREOF, the parties hereunto set forth their hand this 28 day of march, 2016.

Signed in the presence of:

Carole Anderson

CONSULTANT

Richard Schrey
Herschman Architects INC

CITY OF STRONGSVILLE, OHIO

Thomas P. Perciak, Mayor

CERTIFICATE OF LAW DIRECTOR

I hereby certify that I have reviewed and approved the form of the foregoing Agreement this ____ day of _____, 2016.

Law Director

CERTIFICATION OF FUNDS

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

Date

Director of Finance

CITY OF STRONGSVILLE
EQUAL OPPORTUNITY REQUIREMENTS
for
SERVICE and SUPPLY CONTRACTS

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

This Certification becomes part of the resultant CONTRACT.

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

Company: HERSCHMAN ARCHITECTS INC

By: Paula Anderson

Date: 3-28-16

DELINQUENT PERSONAL PROPERTY STATEMENT

HERSCHMAN ARCHITECTS INC., having been awarded a Contract by the City of
(name of contractor/proposer)

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

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

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

Delinquent Personal Property Tax	\$ <u>0</u>
Penalties	\$ <u>0</u>
Interest	\$ <u>0</u>

HERSCHMAN ARCHITECTS
(Company Name)
By: [Signature]
Its: CFO

STATE OF Ohio)
COUNTY Cuyahoga) SS:)

SWORN TO BEFORE ME, a Notary Public in and for said county and state, on this 28 day of March, 2016.

[Signature]
Notary Public JUDITH L. VARGA
Notary Public, State of Ohio
My Commission Expires Aug. 17, 2018

CERTIFICATION AND REPRESENTATIONS

CONCERNING CAMPAIGN CONTRIBUTIONS TO CITY OFFICIALS

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

The undersigned further understands and acknowledges that the City can confirm and verify the above information; and that if any of these certifications or representations are false, then the City will have the discretion to prohibit and disqualify the undersigned from being awarded a contract, bid or purchase order by the City for goods or services exceeding \$500.00 in value during any calendar year.

CONTRACTOR/BIDDER

HERSCHMAN ARCHITECTS INC

By: *Paula Anderson*

Title: CFO

Date: 3-28-16

STATE OF Ohio)
) SS:
COUNTY OF Cuyahoga)

SWORN TO AND SUBSCRIBED before me this 29 day of March,
2016.

Judith L. Varga
Notary Public JUDITH L. VARGA
Notary Public, State of Ohio
My Commission Expires Aug. 17, 2018

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 090

By: Mr. Schonhut

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

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

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

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

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

Section 1. That the Mayor be and is hereby authorized and directed to enter into a new Independent Contractor Agreement retroactive to January 1, 2016 and thereafter through March 31, 2018, with **JOHN B. KORNICK of JOHN B. KORNICK & ASSOCIATES** to provide personal services in the nature of plans examination services in connection with the Building Code of the City of Strongsville and the Ohio Building Code, in the form attached hereto as Exhibit A.

Section 2. That the funds necessary for the purpose of such Agreement have been appropriated for the year 2016, and shall be paid from the General Fund.

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

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2016 – 090
Page 2

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

Section 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to enter into said contract in order to assist the Building Department in carrying out the provisions of the Ohio Building Code, to provide more efficient plans review and to thereby facilitate various projects within the City. Therefore, provided this Ordinance receives the unanimous affirmative vote of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor.

 President of Council

Approved: _____
 Mayor

Date Passed: _____ Date Approved: _____

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

Attest: _____
 Clerk of Council

ORD. No. 2016-090 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

**INDEPENDENT CONTRACTOR AGREEMENT
FOR PLANS EXAMINER SERVICES**

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

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

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

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

WHEREAS, by and through Ordinance No. 2016-____, the Council of the City of Strongsville authorized the Mayor to enter into a contract for professional architectural services in connection with the Building Code of the City;

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

SECTION I - SCOPE OF SERVICES

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

SECTION II - TERM OF AGREEMENT

“The term of this Agreement shall commence retroactive to January 1, 2016, and shall terminate on the 31st day of March, 2018, unless extended by the parties.”

SECTION III - PAYMENT

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

SECTION IV - AGENCY

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

SECTION V - PLANS AND DOCUMENTS

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

SECTION VI - SUSPENSION OR TERMINATION OF PERFORMANCE

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

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

SECTION VII - PERSONAL SERVICES OF CONSULTANT

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

SECTION VIII - ASSIGNMENT

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

SECTION IX - TIME OF PERFORMANCE

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

SECTION X - AUDIT AND REVISION

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

SECTION XI - FUNDING SOURCE

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

SECTION XII - INSURANCE

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

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

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

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

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

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

SECTION XIII - AMENDMENTS

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

SECTION XIV - NOTICES

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

SECTION XV - CONFLICT OF INTEREST/DISCLOSURE

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

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

SECTION XVI - DISCRIMINATION PROHIBITED

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

SECTION XVII - EXTENT OF AGREEMENT

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

SECTION XVIII - EFFECTIVE AND BINDING

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

SECTION XIX - CAPTIONS AND HEADNOTES

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

IN WITNESS WHEREOF, the parties hereunto set forth their hand this 31st day of March, 2016.

Signed in the presence of:

Diane Beamish
Diane Beamish

CONSULTANT

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

Craig Guzik
Craig Guzik

CITY OF STRONGSVILLE, OHIO

Thomas P. Perciak, Mayor

CERTIFICATE OF LAW DIRECTOR

I hereby certify that I have reviewed and approved the form of the foregoing Agreement this ____ day of _____, 2016.

Law Director

CERTIFICATION OF FUNDS

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

Date

Director of Finance

CITY OF STRONGSVILLE
EQUAL OPPORTUNITY REQUIREMENTS
for
SERVICE and SUPPLY CONTRACTS

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

This Certification becomes part of the resultant CONTRACT.

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

Company: JOHN B. KORANICK & ASSOC.
By: John B. Koranick
Date: 3/31/2016

DELINQUENT PERSONAL PROPERTY STATEMENT

John B. Kornick + Assoc, having been awarded a Contract by the City of
(name of contractor/proposer)

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

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

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

Delinquent Personal Property Tax \$ 0
Penalties \$ 0
Interest \$ 0

John B. Kornick + Assoc
(Company Name)

By: John B. Kornick

Its: Sole Prop

STATE OF Ohio)
) SS:
COUNTY Cuyahoga)

SWORN TO BEFORE ME, a Notary Public in and for said county and state, on this 31st day of March, 2016.

Diane Beamish
Notary Public
DIANE BEAMISH, Notary Public
In and for the State of Ohio
My Commission Expires Sept. 23, 2017
8

CERTIFICATION AND REPRESENTATIONS

CONCERNING CAMPAIGN CONTRIBUTIONS TO CITY OFFICIALS

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

The undersigned further understands and acknowledges that the City can confirm and verify the above information; and that if any of these certifications or representations are false, then the City will have the discretion to prohibit and disqualify the undersigned from being awarded a contract, bid or purchase order by the City for goods or services exceeding \$500.00 in value during any calendar year.

CONTRACTOR/BIDDER

JOHN B. KORNICK & ASSOC.

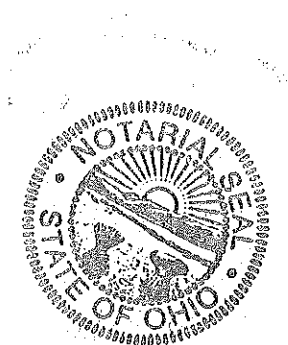
By: John B. Kornick

Title: Sole Prop.

Date: 31 March 2016

STATE OF Ohio)
) SS:
COUNTY OF Cuyahoga)

SWORN TO AND SUBSCRIBED before me this 31st day of MARCH, 2016.



Diane Beamish
Notary Public

DIANE BEAMISH, Notary Public
In and for the State of Ohio
My Commission Expires Sept. 23, 2017



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/25/2016

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

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

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

COVERAGES CERTIFICATE NUMBER: CL1622524285 REVISION NUMBER:

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

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

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

CERTIFICATE HOLDER For Proposal Purposes Only	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Brad Bush, CPCU/TRAC <i>Brad E. Bush</i>

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CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 091

By: Mr. Schonhut

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

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

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

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

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

Section 1. That the Mayor be and is hereby authorized and directed to enter into an Independent Contractor Agreement retroactive to January 1, 2016 and thereafter through March 31, 2018, with **JULIE SIPKA of SIPKA ARCHITECTS** to provide personal services in the nature of plans examination services in connection with the Building Code of the City of Strongsville and the Ohio Building Code, in the form attached hereto as Exhibit A.

Section 2. That the funds necessary for the purpose of such Agreement have been appropriated for the year 2016, 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 – 091
Page 2

Section 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to enter into said contract in order to assist the Building Department in carrying out the provisions of the Ohio Building Code, to provide more efficient plans review and to thereby facilitate various projects within the City. Therefore, provided this Ordinance receives the unanimous affirmative vote of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor.

President of Council

Approved: _____
Mayor

Date Passed: _____ Date Approved: _____

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

Attest: _____
Clerk of Council

ORD. No. 2016-091 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

**INDEPENDENT CONTRACTOR AGREEMENT
FOR PLANS EXAMINER SERVICES**

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

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

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

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

WHEREAS, by and through Ordinance No. 2016-091, the Council of the City of Strongsville authorized the Mayor to enter into a contract for professional architectural services in connection with the Building Code of the City;

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

SECTION I - SCOPE OF SERVICES

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

SECTION II - TERM OF AGREEMENT

“The term of this Agreement shall commence retroactive to January 1, 2016, and shall terminate on the 31st day of March, 2018, unless extended by the parties.”

SECTION III - PAYMENT

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

SECTION IV - AGENCY

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

SECTION V - PLANS AND DOCUMENTS

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

SECTION VI - SUSPENSION OR TERMINATION OF PERFORMANCE

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

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

SECTION VII - PERSONAL SERVICES OF CONSULTANT

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

SECTION VIII - ASSIGNMENT

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

SECTION IX - TIME OF PERFORMANCE

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

SECTION X - AUDIT AND REVISION

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

SECTION XI - FUNDING SOURCE

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

SECTION XII - INSURANCE

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

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

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

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

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

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

SECTION XIII - AMENDMENTS

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

SECTION XIV - NOTICES

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

SECTION XV - CONFLICT OF INTEREST/DISCLOSURE

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

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

SECTION XVI - DISCRIMINATION PROHIBITED

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

SECTION XVII - EXTENT OF AGREEMENT

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

SECTION XVIII - EFFECTIVE AND BINDING

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

SECTION XIX - CAPTIONS AND HEADNOTES

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

IN WITNESS WHEREOF, the parties hereunto set forth their hand this ____ day of _____, 2016.

Signed in the presence of:

CONSULTANT


Julie Sipka of Sipka Architects.

CITY OF STRONGSVILLE, OHIO

Thomas P. Perciak, Mayor

CERTIFICATE OF LAW DIRECTOR

I hereby certify that I have reviewed and approved the form of the foregoing Agreement this ____ day of _____, 2016.

Law Director

CERTIFICATION OF FUNDS

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

Date

Director of Finance

CITY OF STRONGSVILLE
EQUAL OPPORTUNITY REQUIREMENTS
for
SERVICE and SUPPLY CONTRACTS

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

This Certification becomes part of the resultant CONTRACT.

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

Company: SIPKA ARCHITECTS
By: Julie K. Sipka
Date: 4/6/2014

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

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

CONTRACTOR/BIDDER

JULIE SIPKA

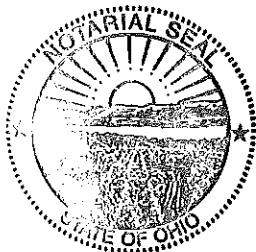
By: Julie K. Sipka

Title: MASTER PLANS EXAMINER,
ARCHITECT

Date: 4/6/2016

STATE OF Ohio)
) SS:
COUNTY OF Summit)

SWORN TO AND SUBSCRIBED before me this 6th day of April,
2016.



MELISSA FERGUSON
Notary Public
In and for the State of Ohio
My Commission Expires
July 05, 2016

Melissa Ferguson
Notary Public

**CERTIFICATION AND REPRESENTATIONS
CONCERNING CAMPAIGN CONTRIBUTIONS TO CITY OFFICIALS**

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

The undersigned further understands and acknowledges that the City can confirm and verify the above information; and that if any of these certifications or representations are false, then the City will have the discretion to prohibit and disqualify the undersigned from being awarded a contract, bid or purchase order by the City for goods or services exceeding \$500.00 in value during any calendar year.

CONTRACTOR/BIDDER

JULIE SIPKA

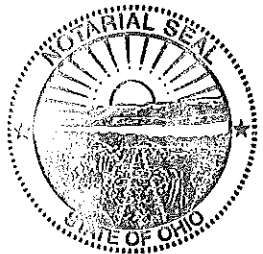
By: Julie K. Sipka

Title: MASTER PLAN EXAMINER,
Architect

Date: 4/6/2016

STATE OF Ohio)
) SS:
COUNTY OF Summit)

SWORN TO AND SUBSCRIBED before me this 6th day of April,
2016.



MELISSA FERGUSON
Notary Public
In and for the State of Ohio
My Commission Expires
July 05, 2016

[Signature]
Notary Public



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/28/2016

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

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

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


COVERAGES **CERTIFICATE NUMBER:** 354897920 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
A	Professional Liability Claims Made RetroDate: Full Prior Acts	N	Y	DPS9724534	6/10/2015	6/10/2016	Each Claim \$500,000 Aggregate \$1,000,000 Pollution & Envir. Liab. Included	

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

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

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

ORDINANCE NO. 2016 – 092

By: Mayor Perciak

AN ORDINANCE AMENDING SECTION 296.09 OF CHAPTER 296 OF TITLE TEN OF PART TWO-ADMINISTRATION CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE CONCERNING THE MAYOR'S COURT MAGISTRATE, 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 296.09 of Chapter 296 of Title Ten of Part Two-Administration Code, of the Codified Ordinances of the City of Strongsville be and is hereby amended to read in its entirety as follows:

* * *

296.09 MAGISTRATE COMPENSATION.

The Magistrate's sole compensation shall be a fixed ~~monthly or~~ annual **salary as set by City Council.** ~~amount of fees for services rendered as set by City Council under a contract between the Magistrate and the City -~~

~~(Ord. 2013 153. Passed 7-1-13.)~~

* * *

Section 2. That the provisions of Section 296.09 above, shall be effective and operative from and after May 1, 2016.

Section 3. That all ordinances, or parts of ordinances, in conflict with any of the provisions of this Ordinance shall, to the extent of any conflict, be and hereby are repealed.

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 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 5. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is necessary to update and clarify

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2016 – 092
Page 2

the manner of compensation for the Mayor's Court magistrate, 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. 2016-092 Amended: _____

1st Rdg. _____ Ref: _____

2nd Rdg. _____ Ref: _____

3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____

Adopted: _____ Defeated: _____