

City of Strongsville

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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

March 31, 2016

MEETING NOTICE

City Council has scheduled the following meetings for **Monday, April 4, 2016**, to be held in the Caucus Room and the Council Chamber at the **Mike Kalinich Sr. City Council Chamber, 18688 Royalton Road**:

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

7:30 P.M. Planning, Zoning and Engineering Committee will meet to discuss Ordinance Nos. 2016-056, 2016-072, 2016-073, 2016-074 and Resolution Nos. 2016-075 and 2016-083.

Public Safety and Health Committee will meet to discuss Ordinance Nos. 2016-076, 2016-077, 2016-078 and 2016-079.

Public Service and Conservation Committee will meet to discuss Resolution Nos. 2016-080 and 2016-081.

Communications and Technology Committee will meet to discuss Ordinance No. 2016-082.

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

8:00 P.M. Regular Council Meeting

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

BY ORDER OF THE COUNCIL:

Aimee Pientka, CMC
Clerk of Council

STRONGSVILLE CITY COUNCIL REGULAR MEETING
MONDAY, APRIL 4, 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 – March 21, 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. 2016-056 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 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. *First reading and referred to Planning Commission 03-07-16. Tabled by Planning Commission 03-10-16. Favorable recommendation by Planning Commission 03-31-16.*
- 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.
- Ordinance No. 2016-073 by Mayor Perciak and Mr. Daymut. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR CONSTRUCTION OF STREET IMPROVEMENTS IN CONNECTION WITH THE PEARL ROAD REPAIR AND RESURFACE PROJECT (Cuy-42-01.98) IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Ordinance No. 2016-074 by Mayor Perciak and Mr. Daymut. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL CONSTRUCTION MANAGEMENT SERVICES IN CONNECTION WITH THE 2016 PEARL ROAD REPAIR AND RESURFACE PROJECT (Cuy.-42-1.98 and PID No. 100240), AND DECLARING AN EMERGENCY.
- Resolution No. 2016-075 by Mr. Daymut. A RESOLUTION CONFIRMING PLANNING COMMISSION APPROVAL OF THE FINAL SITE PLAN FOR CONSTRUCTION OF AN ALZHEIMER SPECIAL CARE CENTER AT PEARL AND DRAKE ROADS, IN THE CITY OF STRONGSVILLE.
- Ordinance No. 2016-076 by Mayor Perciak and Mr. DeMio. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE PURCHASE OF A NEW STRYKER POWER PRO COT WITH APPURTENANCES, FOR USE BY THE CITY'S FIRE DEPARTMENT, AND FOR TRADE-IN OF AN OBSOLETE STRYKER POWER PRO COT, AND TO HAVE THE SALE PRICE APPLIED TO THE PURCHASE PRICE, AND DECLARING AN EMERGENCY.
- Ordinance No. 2016-077 by Mr. DeMio. AN ORDINANCE AUTHORIZING THE SALE OF CERTAIN COMPONENTS OF SELF-CONTAINED BREATHING APPARATUS EQUIPMENT UTILIZED BY THE FIRE DEPARTMENT, AND WHICH ARE BEYOND THEIR SERVICE LIFE, OBSOLETE, AND NO LONGER NEEDED NOR SAFE FOR ANY MUNICIPAL PURPOSE, AND DECLARING AN EMERGENCY.

- Ordinance No. 2016-078 by Mayor Perciak and Mr. DeMio. AN ORDINANCE AUTHORIZING THE MAYOR TO APPLY FOR FINANCIAL ASSISTANCE UNDER THE DRUG ABUSE RESISTANCE EDUCATION (“DARE”) LAW ENFORCEMENT GRANTS PROGRAM, AND DECLARING AN EMERGENCY.
- Ordinance No. 2016-079 by Mayor Perciak and Mr. DeMio. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR AN EMERGENCY MEDICAL SERVICE (EMS) BILLING SERVICE AND SYSTEM FOR THE CITY’S DEPARTMENT OF FIRE & EMERGENCY SERVICES, AND DECLARING AN EMERGENCY.
- Resolution No. 2016-080 by Mr. Carbone. A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS FOR THE PURCHASE OF GENERAL PAVEMENT SERVICES FOR 2016 FOR USE BY THE SERVICE DEPARTMENT OF THE CITY OF STRONGSVILLE.
- Resolution No. 2016-081 by Mayor Perciak and Mr. Carbone. A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE A REQUEST FOR QUALIFICATIONS AND PROPOSALS FOR SUPPLIERS OF GASOLINE AND DIESEL FUEL FOR THE CITY’S SERVICE DEPARTMENT.
- Ordinance No. 2016-082 by Mr. Schonhut. AN ORDINANCE RATIFYING AND AUTHORIZING PARTICIPATION IN UNITED STATES GENERAL SERVICES ADMINISTRATION CONTRACTS FOR THE PURCHASE OF CELLULAR COMMUNICATIONS SERVICES AND EQUIPMENT FOR USE BY VARIOUS DEPARTMENTS OF THE CITY; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO DO ALL THINGS NECESSARY TO ENTER INTO AGREEMENTS IN CONNECTION THEREWITH; AND DECLARING AN EMERGENCY.
- 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).

11. COMMUNICATIONS, PETITIONS AND CLAIMS:

12. MISCELLANEOUS BUSINESS:

13. ADJOURNMENT:

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 056

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 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.

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 9200 Pearl Road in the City of Strongsville, from R-RS (Restaurant-Recreational Services) classification to MS (Motorist Service) classification (PPN 395-03-006) which property is more fully described in Exhibit A, and depicted in Exhibit B, all attached hereto and incorporated herein by reference.

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

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

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

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2016 - ⁰⁵⁶_____
Page 2

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

First reading: March 7, 2016

Referred to Planning Commission

Second reading: _____

March 8, 2016

Third reading: _____

Approved: _____

Public Hearing: _____

 President of Council

Approved: _____
 Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
 Clerk of Council

ORD. No. 2016-056 Amended: _____

1st Rdg. 03-07-16 Ref: PL/PBF

2nd Rdg. _____ Ref: _____

3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____

Adopted: _____ Repealed: _____

Situated in the City of Strongsville, County of Cuyahoga, State of Ohio, and known as being a part of Original Strongsville Township Lots 49 and 50, also known as being a portion of a parcel of land conveyed to North Pearl II, LLC as recorded in AFN 201302060015 of said County's records, and being further bounded and described as follows:

Commencing at 1 inch rebar in a monument box found at the centerline intersection of Pearl Rd. (S.R. 42, variable width) and Whitney Rd. (70 feet wide), thence along the centerline of said Whitney Rd., N 81° 43' 35" W for a distance of 454.65 feet to a point, said point being the **TRUE PLACE OF BEGINNING** for the parcel of land hereinafter described, thence clockwise along the following thirteen (13) courses and distances:

1. S 8° 16' 25" W for a distance of 215.00 feet to a Mag Nail set, passing over a Drill Hole set on the south right of way line of said Whitney Rd. at 30.00 feet;
2. S 81° 43' 35" E for a distance of 309.00 feet to a 5/8 inch rebar with cap "GPD" set on the new west right of way line of said Pearl Rd., said rebar set being at 50.00 feet by perpendicular measurement from the centerline of said Pearl Rd.;
3. Thence along said new right of way line, S 31° 17' 15" W for a distance of 120.84 feet to a 5/8 inch rebar with cap "GPD" set on the existing west right of way line of said Pearl Rd.;
4. Thence along said west right of way line, S 46° 10' 35" W for a distance of 31.13 feet to a 5/8 inch rebar with cap "GPD" set;
5. Thence continuing along said west right of way line, N 58° 42' 45" W for a distance of 22.00 feet to a 5/8 inch rebar with cap "GPD" set;
6. Thence continuing along said west right of way line, S 31° 17' 15" W for a distance of 96.88 feet to a point on the north right of way line of the Ohio Turnpike (variable width), said point witnessed by a 5/8 inch rebar found N 45° 47' 36" E at 1.17 feet;
7. Thence along said north right of way line along the arc of a curve to the left having the following properties:

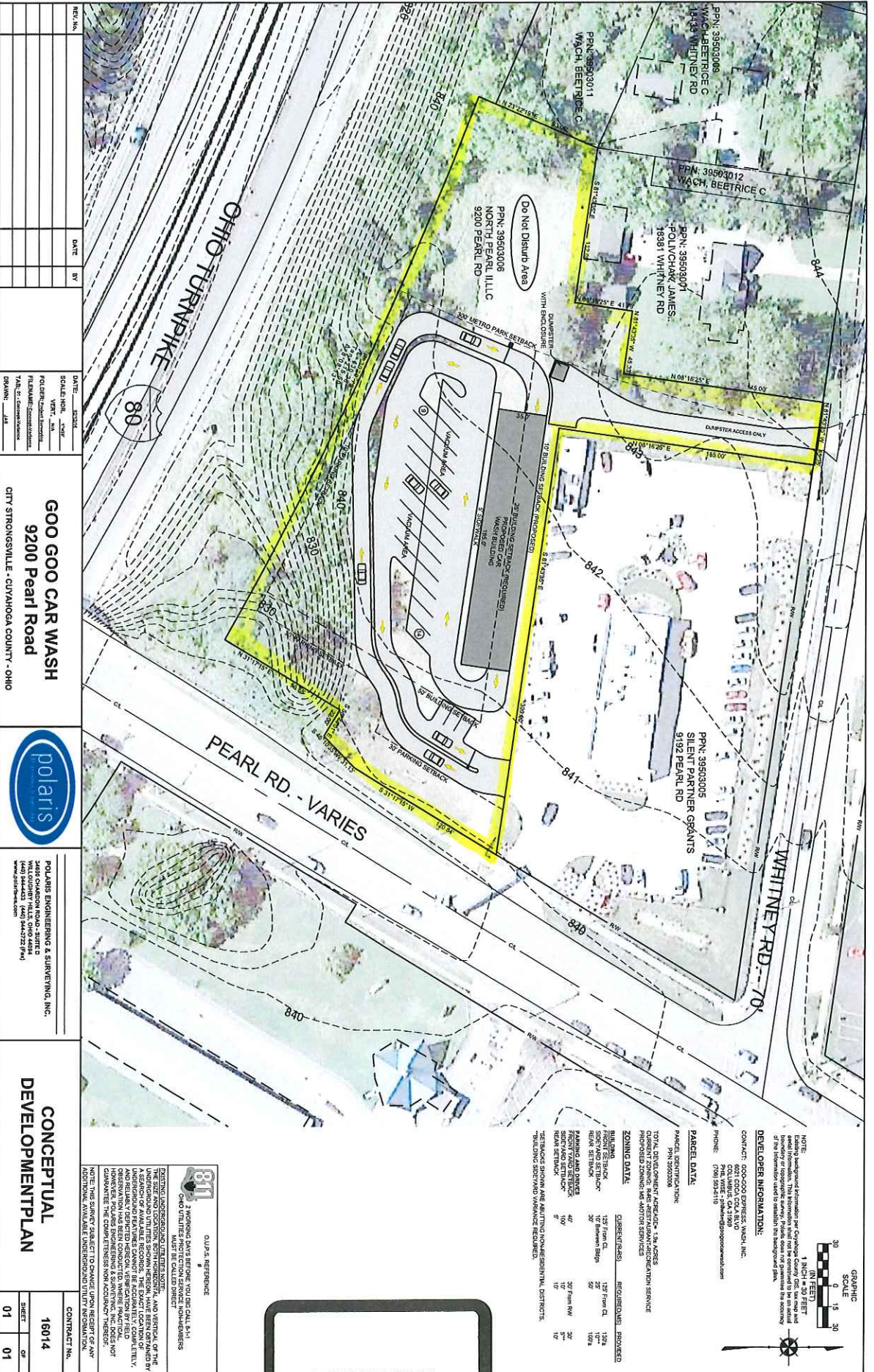
Delta	=	8° 08' 13"
Radius	=	3029.79
Tangent	=	215.50
Chord	=	429.92
Chord Bearing	=	N 64° 51' 41" W for an arc distance of 430.28 feet to a point;
8. Thence continuing along said north right of way line and an east line of a parcel of land conveyed to Beatrice Wach as recorded in AFN 200503180254, N 23° 22' 19" E for a distance of 93.06 feet to a 5/8 inch rebar found, passing over a 5/8 inch rebar found at 6.58 feet;
9. S 81° 43' 35" E for a distance of 112.00 feet to a 5/8 inch rebar with cap "GPD" set;
10. N 8° 16' 25" E for a distance of 41.79 feet to a 5/8 inch rebar with cap "GPD" set on a south line of a parcel of land conveyed to James Polivchak and Ann Polivchak as recorded in AFN 200210020823;
11. Thence along the south line of said James Polivchak and Ann Polivchak, S 81° 43' 35" E for a distance of 45.33 feet to a 5/8 inch rebar found at the southeast corner of said James Polivchak and Ann Polivchak;
12. Thence along the east line of said James Polivchak and Ann Polivchak, N 8° 16' 25" E for a distance of 175.00 feet to a point on the centerline of said Whitney Rd., said point being the northeast corner of said James Polivchak and Ann Polivchak, passing over a 5/8 inch rebar found on the south right of way line of said Whitney Rd. at 145.00 feet;

EXHIBIT A

13. Thence along said centerline, S 81° 43' 35" E for a distance of 45.35 feet to the True Place of Beginning and containing 1.9643 acres (85,562 square feet) of land, more or less, and subject to all easements, restrictions and covenants of record as surveyed by Steven L. Mullaney, P.S. Number 7900, for Glaus, Pyle, Schomer, Burns & DeHaven, Inc., dba GPD Group, in March of 2013.

Basis of Bearing is State Plane Grid North, NAD 83 (2007 NSRS), Ohio North Zone.

N:\2009\2009118\04 - Strongsville, OH Quality Catering\survey\2013 ALTA and SplitParcel 2.doc



GRAPHIC SCALE
 30' 15' 0'

NOTE:
 Existing underground information per Cuyahoga County GIS, San mead and secondary or indicative survey. Public uses not guaranteed the accuracy of the information used to establish the boundary plan.

DEVELOPER INFORMATION:
 CONTACT: GODOO ENGINEERING, WACH, INC.
 6021 GOO CAR WASH
 WILSONWOOD HILLS, OHIO 44148
 PHONE: (781) 924-1115
 Email: wach@godooengineering.com

PANEL DATA:
 PANEL IDENTIFICATION:
 PPN: 39503008

TOTAL DEVELOPMENT AREA: 1.86 ACRES
PROPOSED DEVELOPMENT AREA: 1.86 ACRES
PROPOSED ZONING: RES-MOTOR SERVICES

ZONING DATA:

CLUSTER/CLASS	REQUIREMENTS	PROVIDED
BUILDING	125' from Cl.	125'
FRONT SETBACK	30'	30'
REAR SETBACK	30'	30'
SIDE SETBACK	30'	30'
PARKING AND DRIVE	40'	40'
FRONT YARD SETBACK	10'	10'
REAR YARD SETBACK	10'	10'
TRAILING SETBACK	10'	10'

*TRAILING SETBACK ARE ALTERNATE NONCONVENTIONAL DISTRICTS.
 *TRAILING SETBACK VARIANCE REQUIRED.

REV. NO.	DATE	BY

SCALE: HORIZ. 1"=40'
 VERT. 1"=4'

FILE NAME: C:\projects\9200 Pearl Road\9200 Pearl Road.dwg
 TITLE: 9200 Pearl Road
 DRAWN: JMS

GOO GOO CAR WASH
9200 Pearl Road
 CITY STRONGSVILLE - CUYAHOGA COUNTY - OHIO



POLARIS ENGINEERING & SURVEYING, INC.
 15000 WILSONWOOD HILLS, OHIO 44148
 (440) 944-4433 (fax) 944-3722 (fax)
 www.polariseng.com

CONCEPTUAL DEVELOPMENT PLAN

CONTRACT NO. 16014
 SHEET 01 OF 01

811 CUYA REFERENCE

EXISTING UNDERGROUND UTILITIES NOTES: ALL UTILITIES SHOWN ON THIS PLAN ARE BASED ON THE MOST RECENT RECORD DRAWINGS AND SURVEYS OF THE UNDERGROUND UTILITIES SHOWN HEREON. HAVE BEEN OBTAINED BY THE ENGINEER FROM THE CUYAHOGA COUNTY RECORDS DIVISION. THE EXACT LOCATION OF UTILITIES AND DEPTHS ARE NOT GUARANTEED. THE ENGINEER DOES NOT WARRANT THE ACCURACY OF THE INFORMATION PROVIDED. THE ENGINEER DOES NOT GUARANTEE THE COMPLETENESS NOR ACCURACY THEREOF.

NOTE: THIS SURVEY IS SUBJECT TO CHANGE UPON RECEIPT OF ANY ADDITIONAL AVAILABLE UNDERGROUND UTILITY INFORMATION.

EXHIBIT B

PETITION FOR ZONING CHANGE

Ordinance Number: 2016-056

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 R-RS use to a class MS use.

Such change is necessary for the preservation and enjoyment of a substantial property right because: Due to the configuration of the parcel, the best use of the property is MS.

Such change will not be materially detrimental to the public welfare nor to the property of other persons located in the vicinity because: The surrounding property on Pearl Rd. is General Business

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

- 1. None
- 2. -
- 3. -

THE PROPOSED USE OF THE PROPERTY IS: MS - Motor Services - Car Wash

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

Name: Dan Catanzarite

Address: 13000 Danice Parkway Strongsville, OH 44136

Telephone Number: 216-409-5827

D.P. [Signature] on Behalf of North Pearl LLC
Signature of Owner(s)

State of Ohio)
County of Cuyahoga)



Sworn to and subscribed in my presence this 17 day of FEBRUARY, 2016.

CHRISTOPHER M. BYRNES
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES
AUGUST 10, 2016

[Signature]
Notary Public
My commission expires: AUG 10, 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.

PROPERTY DESCRIPTION FORM

Ordinance Number: 2016-056

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: 9200 Pearl Rd.

Permanent Parcel No.: 395-03-006

The property is bounded by the following streets: (indicate direction; i.e., north, south, etc.) Pearl (west) Whitney (South)

Number and type of buildings which now occupy property (if any): N/A

Acreage: 1.9

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

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

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

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

D. D. [Signature] on behalf of North Pearl II LLC
Signature of Owner(s)

State of Ohio)
County of Cuyahoga)

Sworn to and subscribed to in my presence this 17 day of February, 2016.

Ch. By
Notary Public



CHRISTOPHER M BYRNES
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES Aug 10, 2016
AUGUST 10, 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: Tiffany Mekeel, Assistant Clerk of Council

DATE: February 19, 2016

SUBJECT: Rezoning Application
North Pearl II, LLC; Owner
PPN: 395-03-006
Address: 9200 Pearl Road
From R-RS to MS

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.

TAM
Attachments

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

City of Strongsville

Memorandum

To: Ken Kraus, Law Director

CC: Mayor Thomas Perciak
Aimee Pientka, Clerk of Council
Neal Jamison, Staff Attorney

From: Lori Daley, Assistant City Engineer

Date: February 24, 2016

Re: Rezoning Application
North Pearl II, LLC, Owner
PPN 395-03-006
9200 Pearl Road
From R-Rs to MS

Ken,

The legal description included in the Clerk of Council's February 19, 2016 memo regarding the above referenced parcel was incorrect. The attached revised legal description accurately describes the parcel to be rezoned and should be used for the legislation.

Please feel free to contact me with any questions.

Thank you.

CITY OF STRONGSVILLE
OFFICE OF THE COUNCIL

MEMORANDUM

TO: Planning Commission
FROM: Aimee Pientka, Clerk of Council
DATE: March 8, 2016
SUBJECT: Referral from Council: Ordinance No. 2016-056

At its regular meeting of March 7, 2016, City Council referred the following Ordinance to the Planning Commission for its report and recommendation thereon:

- Ordinance No. 2016-056 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 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.

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

AKP
Attachment

MEMORANDUM

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

FROM: Carol Oprea, Administrative Assistant, Boards & Commissions

SUBJECT: Referrals to Council

DATE: March 11, 2016

Please be advised that at its meeting of March 10, 2016, the Strongsville Planning Commission Tabled 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.

This Ordinance will be place on the March 31st Planning Agenda for consideration.

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

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: _____

Referred to Planning Commission

Second Reading: _____

Third Reading: _____

Approved: _____

Public Hearing: _____

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. _____ Ref: _____
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

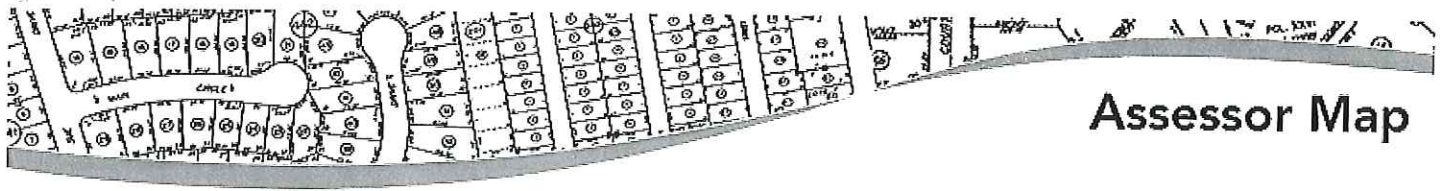
Situated in the City of Strongsville, County of Cuyahoga and State of Ohio and known as being Sublot No. 23 in Strongsville Heights Subdivision of part of Original Strongsville Township Lot No. 56, as shown by the recorded plat in Volume 140 of Maps, Pages 22 and 23 of Cuyahoga County Records, as appears 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

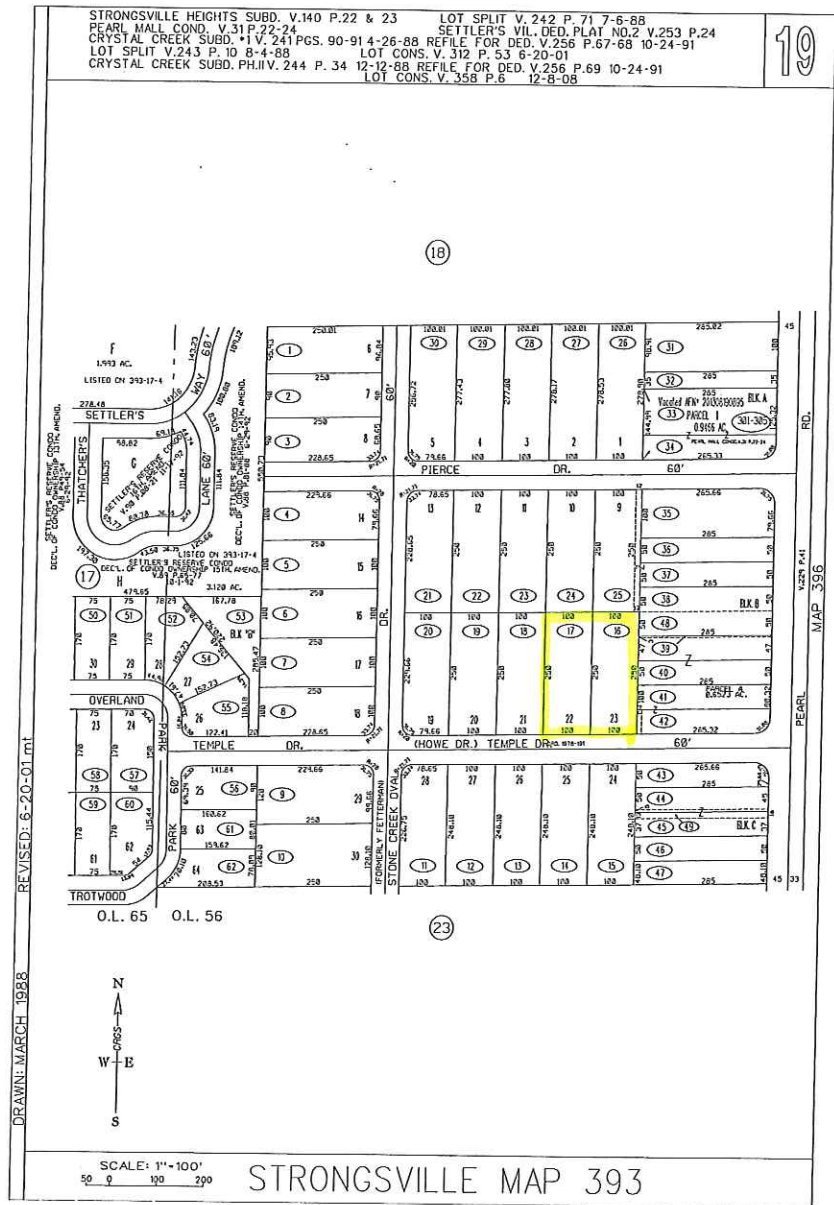


EXHIBIT B

Customer Name : Generic User
 Customer Company Name : Generic Customer
 Prepared On : 03/21/2016
 © 2016 CoreLogic. All rights reserved

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

State of Ohio)
County of Cuyahoga)

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

[Handwritten Signature]
Notary Public



Bruce H. Bynum
Notary Public, State of Ohio
Expires June 29, 2016
commission 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
DEED 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
Rpt: d-03312015-14
Inst #: 891217
Check #: 4483

Grantee: RISE PROPERTIES LLC
Balance Assumed: \$ 0.00
Total Consideration: \$ 15,000.00
Conv. Fee Paid: \$ 60.00
Transfer Fee Paid: \$ 0.60
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, OHIO

ORDINANCE NO. 2016 – 073

By: Mayor Perciak and Mr. Daymut

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR CONSTRUCTION OF STREET IMPROVEMENTS IN CONNECTION WITH THE PEARL ROAD REPAIR AND RESURFACE PROJECT (CUY-42-01.98) IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

WHEREAS, the City has advertised and received bids for street improvements in connection with the Pearl Road Repair and Resurface Project (Cuy-42-01.98); and

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

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

Section 1. That this Council finds and determines that the bid submitted by **RONYAK PAVING, INC.** for the construction of street improvements in connection with the Pearl Road Repair and Resurface Project (Cuy-42-01.98) meets the specifications on file in the office of the City Engineer, is in compliance with the applicable requirements for bids and contracts established by the laws of the City and the State, and is the lowest and best bid for the contract. Council hereby waives any informalities and/or minor defects in connection with this bid. All other bids for this contract are hereby rejected.

Section 2. That the Mayor be and hereby is authorized and directed to enter into a contract with **RONYAK PAVING, INC.**, the aforesaid lowest and best bidder, for the street improvements in connection with the Pearl Road Repair and Resurface Project (Cuy-42-01.98), in accordance with plans and specifications on file in the office of the City Engineer, in the amount of \$1,866,283.50, and in a form to be approved by the Law Director.

Section 3. That the funds necessary for this Ordinance have been appropriated and shall be paid from the General Capital Improvement Fund and such other Federal, State and local funds made available for the Project.

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 – 073

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 enter into said contract in order to commence the aforesaid road improvement Project in a timely manner, meet the obligations imposed for any State and/or Federal grant funding, to improve City roadways and promote highway safety, and conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
Clerk of Council

ORD. No. 2016-073 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 074

By: Mayor Perciak and Mr. Daymut

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL CONSTRUCTION MANAGEMENT SERVICES IN CONNECTION WITH THE 2016 PEARL ROAD REPAIR AND RESURFACE PROJECT (Cuy.-42-1.98 and PID No. 100240), AND DECLARING AN EMERGENCY.

WHEREAS, by and through Resolution No. 2015-188, the Mayor advertised a request for qualifications and proposals for construction management services, including construction contract administration and inspection services for the construction of the City's 2016 Pearl Road Repair and Resurface Project (Cuy.-42-1-98 and PID No. 100240) (the "Project"); and

WHEREAS, Council previously, through Ordinance No. 2015-164, approved and authorized the Mayor to enter into a LPA Federal Local-LET Project Agreement with the Ohio Department of Transportation for funding of a portion of the Project; and

WHEREAS, pursuant to Revised Code Section 9.332, the Mayor and City Engineer have evaluated the various proposals received for construction management services, have determined the most qualified proposal, and the City has selected and ranked no fewer than three firms which it considered to be most qualified to provide the required professional construction management services; and

WHEREAS, the City has negotiated a contract with **GREENMAN-PEDERSEN, INC.**, the firm ranked most qualified to perform the required services in accordance with law, which has been approved by the Ohio Department of Transportation as Agreement No. 19543, and which is now subject to approval by Council; and

WHEREAS, the City is desirous of proceeding to award and enter into a contract for such services.

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 proposal submitted by **GREENMAN-PEDERSEN, INC.** for professional construction management and related services in connection with the 2016 Pearl Road Repair and Resurface Project (Cuy.-42-1.98 and ODOT PID No. 100240), is in compliance with the applicable requirements for proposals and contracts established by the laws of the City and the State of Ohio, as well as those requirements set forth in the City's Request for Qualifications and Proposals; that said firm is the most qualified firm to perform the construction management services in connection with the Project; that the proposal is

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 074

Page 2

the best proposal; that after negotiations, the compensation being requested is deemed to be fair and reasonable; and that the criteria set forth in Ohio Revised Code Sections 9.33 and 9.331–.333 for the selection of professional construction management services and negotiation of a contract have been met. All other proposals for this contract are hereby rejected; and any informalities or minor defects in the proposal process are hereby waived.

Section 2. That, therefore, the Mayor be and is hereby authorized and directed to enter into a contract with **GREENMAN-PEDERSEN, INC.** to provide construction management and related services in connection with the 2016 Pearl Road Repair and Resurface Project, in accordance with the terms and conditions set forth in the firm's proposal on file with the City Engineer and the contract attached hereto as Exhibit "1" and incorporated herein by reference, which in all respects is hereby approved, and in an amount not to exceed One Hundred Seventy-Nine Thousand Nine Hundred Seventeen Dollars and 00/100 (\$179,917.00).

Section 3. That the funds necessary for this Ordinance have been appropriated and shall be paid from the General Capital Improvement Fund and any other Federal, State or local funds which are available for this purpose.

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

Section 5. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to enter into said Agreement in order to commence the aforesaid road improvement Project in a timely manner, meet the obligations imposed for any State and Federal grant funding, to improve City roadways and promote highway safety, and conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

President of Council

Approved: _____
Mayor

Date Passed: _____ Date Approved: _____

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2016 – 074
Page 3

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

Attest: _____
Clerk of Council

ORD. No. 2016-074 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE
AGREEMENT NO. 19543

This Agreement No. 19543 entered into this _____ day of _____, 2016, by and between City of Strongsville, acting by and through the Mayor, hereinafter referred to as the City, and Greenman-Pedersen, Incorporated, hereinafter referred to as the Consultant, with an office located at 601 West Bagley Road, Berea, Ohio 44107.

WITNESSETH:

That the City and the Consultant, for the mutual considerations herein contained and specified, have agreed and do hereby agree as follows:

CLAUSE I - WORK DESCRIPTION

The Consultant agrees to perform construction contract administration, inspection and testing services as may be authorized by the City for the repair and resurfacing of Pearl Road (US-42) in the City of Strongsville in Cuyahoga County, Ohio, identified as CUY-42-1.98.

CLAUSE II - INVOICE & PROJECT SCHEDULE

The City and the Consultant agree to the attached Invoice and Project Schedule including the overall Agreement length, and Scheduled Submittal dates and Review Times set out in the Project Schedule.

The Consultant agrees to submit the completed Invoice and Project Schedule transmittal letter together with the updated Invoice and Project Schedule for all billing purposes for all Parts of this Agreement every thirty (30) days as follows:

- (a) Signed original transmittal letter and invoice (IPS) and three (3) copies of same.

CLAUSE III - PRIME COMPENSATION

The City agrees to compensate the Consultant for the performance of the Work specified in this Agreement as follows:

Part 1: Construction Contract Administration, Inspection and Testing Services

Rates of Pay Compensation as authorized for each Classification delineated below plus non-salary direct costs. The maximum prime compensation shall not exceed One Hundred Seventy-Nine Thousand Nine Hundred Seventy Dollars (\$179,917.00). All costs shall be included in the maximum prime compensation.

Agreed Rates of Pay are established as follows:

<i>Firm Name</i>	<i>Classification</i>	<i>Hourly Rate</i>	<i>Overtime Premium Rate</i>
Greenman-Pedersen, Inc.	Project Engineer/Manager	\$166.00	N/A
Greenman-Pedersen, Inc.	Project Inspector 1	\$73.00	\$106.00
Greenman-Pedersen, Inc.	Project Inspector 2	\$77.00	\$111.00
Greenman-Pedersen, Inc.	Project Inspector 3	\$83.00	\$120.00
Greenman-Pedersen, Inc.	Scheduler/Const Engineer 1	\$103.00	N/A
Greenman-Pedersen, Inc.	Administrative	\$44.00	\$64.00
ConstructAbility, Inc.	Project Controls	\$87.00	N/A
ConstructAbility, Inc.	Construction Inspector 1	\$61.00	\$74.00
ConstructAbility, Inc.	Construction Inspector 2	\$82.00	\$100.00
ConstructAbility, Inc.	Construction Inspector 3	\$89.00	\$108.00
Geo-Sci Laboratory, Inc.	Project Engineer	\$86.00	N/A
Geo-Sci Laboratory, Inc.	Inspector	\$55.00	\$80.00
Geo-Sci Laboratory, Inc.	Laboratory/Batch Plant Technician	\$49.00	\$72.00
Geo-Sci Laboratory, Inc.	Field Technician	\$41.00	\$60.00

The total maximum prime compensation of all Parts which may be authorized for the subject Agreement is One Hundred Seventy-Nine Thousand Nine Hundred Seventy Dollars (\$179,917.00).

Prime Compensations, only as agreed and by proper modification of this Agreement and authorized in writing by the City, may be added to or subtracted from under the authority of the Department of Transportation's "Specifications for Consulting Services, 2010 Edition".

CLAUSE IV - INCORPORATION BY REFERENCE

The following documents, or specified portions thereof, are hereby incorporated into and made a part of this Agreement as though expressly rewritten herein:

- (a) The Department of Transportation's "Specifications for Consulting Services, 2010 Edition".
- (b) The attached Scope of Services.
- (c) The Invoice & Project Schedule.

- (d) The most current Office of Budget and Management Travel Policy as published on the State of Ohio Website (<http://obm.ohio.gov/MiscPages/TravelRule>).

CLAUSE V - GENERAL PROVISIONS

Any person executing this Agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

Additionally, it is expressly understood by the parties that none of the rights, duties and obligations described in this Agreement shall be binding on either party until such time as the expenditure of funds is certified by the Director of Budget and Management, pursuant to Section 126.07 of the Ohio Revised Code.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written by affixing the signature of the duly authorized officer of Consultant and the signature of the Mayor.

GREENMAN-PEDERSEN, INCORPORATED

By: _____

Title: _____

CITY OF STRONGSVILLE

Thomas P. Perciak
Mayor

APPROVED AS TO FORM:

By: _____

Title: _____

- (e) Professional Liability Insurance (including errors and omissions) in an amount of \$1,000,000 per claim and annual aggregate, provided that such coverage shall be maintained for a period of not less than two (2) years after completion of the construction of the Project.

The foregoing policies shall be with responsible carriers qualified to do business within the State of Ohio, and shall contain a provision that coverage will not be cancelled or failed to be renewed until at least (30) days' prior written notice has been given to the City. Certificates of Insurance showing such coverage to be in force shall be filed with the City through its Director of Finance prior to commencement of the Services and shall be in proper form.

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

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

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

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

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

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

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

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

If to City:
City Engineer
City of Strongsville
16099 Foltz Parkway
Strongsville, Ohio 44149
with a copy to the Law Director

If to Consultant:
Daniel F. Castrigano, P.E.
Vice President
Greenman-Pedersen, Inc.
601 West Bagley Road
Berea, OH 44017

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

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

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

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

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

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

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

Acceptance of the terms of this Addendum to Agreement No. 19543 is acknowledged by both Consultant and City through the following signatures of their respective authorized representatives.

“CITY”
CITY OF STRONGSVILLE

“CONSULTANT”
GREENMAN-PEDERSEN, INC.

By: _____
Signature

By: _____
Signature

Thomas P. Perciak, Mayor
Typed Name/Title

Daniel F. Castrigano, P.E., Vice President
Typed Name/Title

Date of Signature

Date of Signature

CERTIFICATION OF FUNDS

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

Date

Director of Finance

CERTIFICATE OF LAW DIRECTOR

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

Neal M. Jamison, Law Director

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2016 – 075

By: Mr. Daymut

A RESOLUTION CONFIRMING PLANNING COMMISSION APPROVAL OF THE FINAL SITE PLAN FOR CONSTRUCTION OF AN ALZHEIMER SPECIAL CARE CENTER AT PEARL AND DRAKE ROADS, IN THE CITY OF STRONGSVILLE.

WHEREAS, the JEA Alzheimer Special Care Center, through its agent, has submitted a final site plan to the Planning Commission for approval of a 34,492 square foot facility to be located at Pearl and Drake Roads, and further identified as part of PPN 397-17-006, zoned Public Facilities; and

WHEREAS, the Commission approved said final site plan at its meeting of January 28, 2016.

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

Section 1. That this Council hereby confirms the City Planning Commission's approval of the final site plan submitted by the JEA Alzheimer Special Care Center, through its agent, for construction of a 34,492 square foot facility, located at Pearl and Drake Roads, in the City of Strongsville, and further identified as part of PPN 397-17-006, zoned Public Facilities, subject to the conditions established by the Planning Commission.

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 – 075
Page 2

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

Attest: _____
Clerk of Council

RES

ORD. No. 2016-075 Amended: _____

1st Rdg. _____ Ref: _____

2nd Rdg. _____ Ref: _____

3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____

Adopted: _____ Defeated: _____

MEMORANDUM

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

FROM: Carol Oprea, Administrative Assistant, Boards & Commissions

SUBJECT: Referrals to Council

DATE: January 29, 2016

Please be advised that at its meeting of January 28, 2016, the Strongsville Planning Commission gave Favorable Recommendation to the following;

SOUTHPARK MALL/ Steven Greenberger, Agent

- a) Revision to the Master Sign Program to add eight (8) signs; two (2) for DSW, two (2) for Michael's, one (1) for Core, two (2) for The Rail, one (1) for The Vitamin Shoppe for property located at 17887 South Park Center, part of PPN 396-20-005 zoned Shopping Center. **ARB Favorable Recommendation of tenant signage 1-12-16.*
- b) Revised Site Plan approval of the 1,890 SF covered, enclosed patio for The Rail located at 17887 Southpark Center, PPN 396-20-005 zoned Shopping Center **subject to Engineering and Building.**

JEA ALZHEIMER SPECIAL CARE CENTER/ Rachel Rudiger, Agent

Site Plan approval of a 34,492 SF Alzheimer Special Care Center to be located at the SE intersection of Pearl and Drake Roads zoned Public Facility **subject to Engineering, Building, Fire and the Law Department.**

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 076

By: Mayor Perciak and Mr. DeMio

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE PURCHASE OF A NEW STRYKER POWER PRO COT WITH APPURTENANCES, FOR USE BY THE CITY'S FIRE DEPARTMENT, AND FOR TRADE-IN OF AN OBSOLETE STRYKER POWER PRO COT, AND TO HAVE THE SALE PRICE APPLIED TO THE PURCHASE PRICE, AND DECLARING AN EMERGENCY.

WHEREAS, the Fire Department of the City has one (1) existing Stryker Power Pro Cot, which is obsolete and no longer needed for municipal public purpose, as more fully set forth in Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, the Fire Department is in immediate need of a new Stryker Power Pro Cot; and

WHEREAS, pursuant to Article IV, §3(e) of the City Charter, the Director of Finance is authorized to sell obsolete or surplus equipment in such manner as Council may by ordinance authorize; and

WHEREAS, this Council is desirous of having the Director of Finance sell and trade-in the existing obsolete Power Pro Cot and have the selling price credited against the purchase price of the new Stryker Power Pro Cot with appurtenances.

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 finds that the City's Fire Department is in need of one (1) new Stryker Power Pro Cot with appurtenances, which can be obtained most competitively through Stryker.

Section 2. That this Council further finds and determines that there is an immediate and present emergency in the operation of the Fire Department of the City of Strongsville in that the Fire Department has one (1) used Stryker Power Pro Cot, which is obsolete and no longer needed for any municipal purpose, and further finds that it will be in the best interests of the City to sell such Power Pro Cot and have the selling price applied as a credit against the purchase of the new Stryker Power Pro Cot with appurtenances, pursuant to O.R.C. §721.15 and without public auction.

Section 3. That, for the reasons aforesaid, the Mayor be and is hereby authorized to enter into an agreement with **STRYKER** for the purchase of one (1) new Stryker Power Pro Cot with appurtenances, in the amount of \$20,811.00, as more fully set forth in Exhibit A attached hereto and incorporated herein by reference; including the sale of the City's obsolete Power Pro Cot, in the total amount of \$2,500.00, as more

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 076

Page 2

fully set forth in Exhibit A, and providing that the sale price be credited towards the purchase price of the new Stryker Power Pro Cot with appurtenances, together with additional discounts, in order that the net contract price for the purchase of the new Power Pro Cot shall not exceed \$15,381.24, and in a form to be approved by the Law Director.

Section 4. That the funds for the purposes of said contract have been appropriated and shall be paid from the Emergency Vehicle Fund.

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

Section 6. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to enter into said contract in order to maintain continuity in the operation of the City of Strongsville Fire Department, to provide for the safety and welfare of the public, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
Clerk of Council

ORD. No. 2016-076 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

Sales Proposal

STRONGSVILLE FD

Quotation Date: 03/06/16

Offer Valid through 08/01/16



stryker®

EMS Equipment

Allyson Wright
EMS Account Manager
3800 E. Centre Ave
Portage, MI 49002

Cell: 330-321-5852
Fax: 888-462-0309
allyson.wright@stryker.com

POWER COT TRADE IN PROMO: THROUGH AUGUST 1, 2016

Quantity		BASE PRICE	UNIT PRICE	EXTENDED PRICE	Base Price w/ No Options
1	Model 6506 Power Pro Ambulance Cot	\$15,977.00			
	POWER PRO TRADE IN	-\$2,500.00			
		\$13,477.00	\$12,129.30	\$12,129.30	

Standard Features Include:

- 700-lb weight capacity
- * **Newly Added** * SMRT Power System (Previously an option, now part of base price)
- * **New** * G Rated Bolster Mattress
- * **New** * G Rated Restraints
- ** Strykers dual speed battery power-lift system
- ** Automatic in-cot fastener shut-off
- Exclusivel Positive action manual back-up system
- ** Battery powered hydraulic lift system
- Exclusivel Integrated power and usage meter
- ** Adjustable load height w/ jog function up to 36"
- Exclusivel Integrated foot-end pull handle
- ** No pinch points around frame of cot
- Exclusivel Power washable
- ** Single adjustable wheel lock
- ** Telescoping head section for maximum mobility in any height position
- ** One-hand operation of Backrest, fold-down Siderail, Telescoping Head Section,
- ** Oversized wheels with sealed precision caster and wheel bearings
- ** High visibility yellow powder-coated frame
- ** Safety hook
- ** Roll-pin free construction
- ** 3 year parts/ labor/travel on X-Frame components and limited power traincompents
- ** 2-year parts/labor/travel warranty on entire cot (1 year on all soft items)
- ** LIFETIME WARRANTY ON ALL WELDS!

Selected Options and Accessories (others available):

1	6086-602-010	Dual Wheel Lock	N/C	N/C	N/C	
1	6506-027-000	*Cot Compatability kit for LOAD	\$1,701.00	\$1,530.90	\$1,530.90	
1	6500-034-000	SMRT Charger Mounting Bracket	\$34.00	\$30.60	\$30.60	
1	6500-035-000	DC Power cord (AC already included)	\$34.00	\$30.60	\$30.60	
1	6500-147-000	Equipment Hook	\$52.00	\$46.80	\$46.80	
** NEW **	1	6506-040-000	XPS, eXpandable Patient Surface	\$2,009.00	\$1,808.10	\$1,808.10
	1	6500-128-000	Flat Head End Storage Pouch	\$138.00	\$124.20	\$124.20
	1	6500-130-000	Pocketed Backrest Storage Pouches	\$259.00	\$233.10	\$233.10
	1	6500-241-000	Fowler O2 Holder	\$262.00	\$235.80	\$235.80
	1	6500-215-000	3-Stage IV Pole (patient right)	\$345.00	\$310.50	\$310.50
			\$18,311.00	\$16,479.90	\$16,479.90	

Other Available Options and Accessories:

0	6500-241-000	Fowler O2 Holder (top of patients head)	\$262.00	\$235.80	\$0.00
0	6500-160-000	Base Storage Net	\$195.00	\$175.50	\$0.00
0	6500-310-000	2-Stage IV Pole (patient right)	\$271.00	\$243.90	\$0.00
0	6500-217-000	Dual 3 Stage IV Poles	\$690.00	\$621.00	\$0.00
0	6500-212-000	Dual 2 Stage IV Poles	\$542.00	\$487.80	\$0.00
0	6500-316-000	3-Stage IV Pole (patient left)	\$345.00	\$310.50	\$0.00
0	6500-170-000	Defibrillator Platform	\$451.00	\$405.90	\$0.00
0	6091-170-000	Pedi-Mate Cot Clips	\$46.00	\$41.40	\$0.00
0	6370-000-000	Floor Mount Single Plate Fastener	\$767.00	\$690.30	\$0.00

MULTI - UNIT DISCOUNT: COST per COT

BUY 1	\$16,479.90
BUY 2-3	\$16,113.68
BUY 4-6	\$15,747.46
BUY 7-9	\$15,381.24
BUY 10-12	\$15,015.02
BUY 13+	\$14,648.80

ONE TIME DISCOUNTED COST -- DUE TO PREVIOUS PURCHASES AND REFERRAL CUSTOMER:

BUY 7-9	\$15,381.24
BUY 10-12	\$15,015.02
BUY 13+	\$14,648.80

EXHIBIT A



3800 Centre Avenue

Portage, MI

49002

1800-327-0770

Bill To: CITY OF STRONGSVILLE
16099 FOLTZ PARKWAY
STRONGSVILLE, OH 44149

Ship To: SAME

E-Mail:

End User: STRONGSVILLE FIRE DEPARTMENT

Contact Info. AJ ALJABI 440-580-3210

17000 PROSPECT RD

Account No. 1074370

STRONGSVILLE, OH 44149

Table with 5 columns: Qty, Part #, Description, * UNIT COST -- \$2,500 TRADE IN CREDIT APPLIED, **Discounted Cost. Row 1: 1, 6506-000-000, Power Pro Cot, \$ 18,311.00, \$ 15,381.24

* POWER COT TRADE IN: Original List cost \$20,811 --> -\$2,500 Power Cot Trade In Applied --> New List Cost \$18,311

** One Time High Discount level due to previous purchases and referral customer

Sub-Total \$15,381.24

Pre-Tax Total \$15,381.24

TOTAL

*Tax-Exempt Verification Required

Sales Tax* (enter % here)

Purchasing Information:

Organization:
Name:
Title:
Signature:
Date:
Authorized Purchasing Agent

Payment Information:

Net 30 Terms
OTHER
Purchase Order #:
Card Number:
Name on Card:
Expiration Date:
Security #
For public services/fire depts:
Point of Contact at Headquarters:
Headquarter's Phone:
Headquarter's Address:

Comments:

PLEASE INCLUDE ON PO:
NET 30 terms
Remit to: PO BOX 93308
Chicago, IL 60673
STRYKER REP
ALLYSON WRIGHT
C: 330-321-5852
F: 888-462-0309

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 077

By: Mr. DeMio

AN ORDINANCE AUTHORIZING THE SALE OF CERTAIN COMPONENTS OF SELF-CONTAINED BREATHING APPARATUS EQUIPMENT UTILIZED BY THE FIRE DEPARTMENT, AND WHICH ARE BEYOND THEIR SERVICE LIFE, OBSOLETE, AND NO LONGER NEEDED NOR SAFE FOR ANY MUNICIPAL PURPOSE, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Strongsville Fire Department has certain components of self-contained breathing apparatus (SCBA) units, which are obsolete, surplus, and no longer needed or safe for any municipal purpose; and

WHEREAS, a major distributor of these unique and specific components has offered to purchase the obsolete equipment.

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 finds that the City of Strongsville Fire Department has certain components of self-contained breathing apparatus (SCBA) units, as more fully set forth in Exhibit "A" attached hereto and incorporated herein, which are obsolete, surplus, unsafe for further use, and are no longer needed for any municipal purpose; and further finds that it would be in the best interest of the City to dispose of such Fire Department equipment through sale to a major distributor of such unique equipment.

Section 2. That, pursuant to Article IV, §3(e) of the City Charter, the Director of Finance with the assistance of the Fire Chief, be and are hereby authorized to dispose of the aforementioned Fire Department equipment by sale to Breathing Air Systems in the amount of \$800.00, and to perform all acts required in furtherance thereof.

Section 3. That the net proceeds of the operation of this Ordinance shall be deposited into the Fire Levy Fund.

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

Section 5. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that the immediate sale of such obsolete and surplus municipal property is necessary to enable the Fire Department to

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 - 077

Page 2

replace obsolete equipment, 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. 2016-077 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

EXHIBIT "A"

1. Original Fill Station, Mfg. 1989 – No longer compliant with Federal regulations and has only scrap value.
2. Haskel Booster, Mfg. 1992 – Out of date and needs to be re-built and is no longer needed.
3. Five (5) Air Cylinders, Mfg. 1996 – Out of date for a hydrostatic test and are no longer needed.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 078

By: Mayor Perciak and Mr. DeMio

AN ORDINANCE AUTHORIZING THE MAYOR TO APPLY FOR FINANCIAL ASSISTANCE UNDER THE DRUG ABUSE RESISTANCE EDUCATION (“DARE”) LAW ENFORCEMENT GRANTS PROGRAM, AND DECLARING AN EMERGENCY.

WHEREAS, in 1993, the Ohio General Assembly and the Governor established the DARE Grants Program within the Office of the Ohio Attorney General now codified in Ohio Revised Code Section 4511.191F(4); and

WHEREAS, the primary purpose of the DARE Grants Program is to provide funds to local law enforcement agencies, specifically for the salaries of certified DARE officers teaching or planning to teach the approved DARE curriculum in the local schools; and

WHEREAS, the Grants Program provides matching funds to defray the costs of an officer’s salary, excluding fringe benefits, up to 50% for a certified DARE officer; and

WHEREAS, the City again wishes to apply for such funding in order to assist it with the salary of one (1) full-time certified DARE officer for the 2016-2017 school year.

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

Section 1. That the Mayor and other appropriate officers of the City be and are hereby authorized and directed to execute and file an application with the Office of the Attorney General of Ohio, under the 2016-2017 DARE Grants Program for funding for the salary of one (1) full-time certified DARE officer, to provide the required assurances therein, and to provide all information and documentation required in said application, all as set forth in the application on file with the Police Chief.

Section 2. That the funds required to meet the City’s obligation under said application have been appropriated and shall be paid from the General Fund.

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

Section 4. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that the prompt execution of such application is required in order to request funding for the 2016-2017 school year, to continue to educate students concerning drug abuse, and conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

President of Council

Approved: _____
Mayor

Date Passed: _____ Date Approved: _____

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

Attest: _____
Clerk of Council

ORD. No. 2016-078 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 079

By: Mayor Perciak and Mr. DeMio

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR AN EMERGENCY MEDICAL SERVICE (EMS) BILLING SERVICE AND SYSTEM FOR THE CITY'S DEPARTMENT OF FIRE & EMERGENCY SERVICES, AND DECLARING AN EMERGENCY.

WHEREAS, by and through Resolution No. 2016-009, the City has advertised and received proposals which have been considered by the Chief of Fire and Director of Finance for an emergency medical service (EMS) billing service and system for the City's Department of Fire & Emergency Services; and

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

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 proposal submitted by **EMS MANAGEMENT & CONSULTANTS, INC.** for an emergency medical service (EMS) billing service and system for the City's Department of Fire & Emergency Services meets the specifications and Request for Proposal on file in the office of the Chief of Fire, is in compliance with the applicable requirements for proposals and contracts established by the laws of the City and the State; and is the best proposal by a qualified company for the proposed contract. All other proposals for this contract are hereby rejected.

Section 2. That the Mayor be and is hereby authorized and directed to enter into a contract with the aforesaid best proposer for an emergency medical service (EMS) billing service and system for the City's Department of Fire & Emergency Services commencing May 1, 2016 and continue through April 30, 2019, in accordance with the contract scope, percentage compensation, and terms and conditions all substantially in the form attached hereto as Exhibit 1 and incorporated herein by reference, which in all respects is hereby approved.

Section 3. That the funds for the purposes of said contract and this Ordinance have been appropriated for 2016 and shall be paid from the Emergency Vehicle Fund; and shall be subject to future appropriations from said Fund during the contract period.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 079

Page 2

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

Section 5. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to enter into said contract to provide for the continuity of services and operation of the City of Strongsville Fire Department and Finance 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. 2016-079 Amended: _____

1st Rdg. _____ Ref: _____

2nd Rdg. _____ Ref: _____

3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____

Adopted: _____ Defeated: _____

BILLING SERVICES AGREEMENT

THIS BILLING SERVICES AGREEMENT (hereinafter "Agreement"), is entered into this 28th day of March, 2016 between EMS MANAGEMENT & CONSULTANTS, INC. (hereinafter "EMS|MC") and CITY OF STRONGSVILLE (hereinafter "Client").

WITNESSETH:

WHEREAS, EMS|MC is an ambulance billing service company with experience in providing medical billing and collection services to medical transport providers, including fire and rescue and emergency medical service (EMS) providers; and

WHEREAS, Client is normally engaged in the business of providing emergency medical services (hereinafter "Services"), and billable medical transportation services (hereinafter "transportation"); and

WHEREAS, Client wishes to retain EMS|MC to provide medical billing and collection services and EMS|MC wishes to provide those services to Client, as set forth in this Agreement and consistent with Chapter 254 of the City's Codified Ordinances governing fees for such emergency medical services.

NOW, THEREFORE, in consideration of the mutual agreements described below and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

- 1. ENGAGEMENT.** During the term of this Agreement, EMS|MC shall provide routine billing, bill processing and fee collection services reasonably required and customary for service providers of similar size and situation to Client. The services to be provided by EMS|MC shall include: (1) preparing and submitting initial and secondary claims and bills for Client to insurers and others responsible for payment; (2) performing reasonable and diligent routine collection efforts to secure payments from primary and secondary payers and patients or other entities, (as EMS|MC deems appropriate); (3) issuing patient statements for all unpaid balances; and (4) referring accounts which have not been collected during EMS|MC normal billing cycle and after reasonable collection efforts by EMS|MC, to

the Ohio Attorney General or any other outside collection agency as so directed by Client.

Accounts with outstanding balances after the insurance and/or third party payer has determined benefits due will be billed by EMS|MC to the patient when permitted by City Ordinances. EMS|MC will send follow-up bills, except as to those accounts on which an insurance carrier or third-party payer has accepted responsibility to pay. Once Client has submitted all necessary information, EMS|MC will bill all eligible uninsured patients directly.

EMS|MC will provide Client with a monthly financial report, to the Client within 10 business days of the last business day of the month. The Report shall include both monthly and year-to-date billing and collection summary, check register report and deposit tickets. EMS|MC shall provide appropriate storage and data back-up for all records pertaining to Client's bills and collections hereunder, accessible to Client during reasonable business hours.

EMS|MC shall maintain records of all services performed and records of all financial transactions. EMS|MC shall retain all financial records not tendered or returned to Client on any termination hereof for at least seven (7) years, and retain all Medicare and Medicaid records for seven (7) years. EMS|MC will comply with all applicable State and Federal regulations applicable to third party billers pertaining to the maintenance of patient files, financial records and related reports and documents, including but not limited to confidentiality of records. This undertaking will expressly survive the termination of this Agreement. If so requested by Client, EMS|MC shall provide Client with written guidelines or a policy and procedural manual specific to Client reflecting the current regulatory and procedural requirements applicable to Client as a service provider in the State of Ohio providing services to Medicare, Medicaid and other government funded program patients. EMS|MC will work with the Client's designated management consultants to assist and support said consultants ("Consulting Services"). Under no circumstances will EMS|MC offer advice on any tax related or legal matters. EMS|MC will reasonably assist Client with its required Medicare re-validation process and any other insurance company contract and renewal process.

EMS|MC shall notify Client of all patient complaints about clinical services within two (2) business days of receipt and notify Client of all patient complaints about billing within two (2) business days of receipt. Client shall promptly advise EMS|MC of notices of audit received by the Client. EMS|MC shall directly advise Client of any notices of audit, requests for medical records or other contacts or inquiries out of the normal course of business from representatives of Medicare, Medicaid or private payers, with which Client contracts ("Payer Inquiries"), and advise Client of any significant pattern of payer denials or downcodings for service billed by EMS|MC on Client's behalf ("Denial Patterns"). The Client will be notified of Payer Inquiries within ten (10) business days of EMS|MC's receipt of same.

EMS|MC is appointed as the limited agent of Client under this Agreement solely for the express purposes of this Agreement relating to billing and receiving payments and mail, receiving and storing documents, and communicating with hospitals and other entities to facilitate its duties. EMS|MC will have no authority to pledge credit, contract, or otherwise act on behalf of Client except as expressly set forth herein.

As to all payments received from Medicare, Medicaid and other government funded programs, the parties specifically acknowledge that EMS|MC will only prepare claims for Client and will not negotiate checks payable or divert electronic fund transfers to Client from Medicare, Medicaid or any other government funded program. All Medicare, Medicaid and any other government funded program payments, including all electronic fund transfers, will be deposited directly into a bank account designated by the client to receive such payments and as to such account only Client, through its officers and directors, shall have access.

EMS/MC shall process and handle any requests that are made by any third party or patient for any patient care report and/or billing statement.

In addition to the scope of services specifically described in Section 1, EMS|MC is required to provide all Services set forth in the City of Strongsville's Request for Proposal (RFP) dated January 24, 2016 and EMS|MC's RFP Response dated February 15, 2016, specifically including,

but not limited to sections 1(g) and 2 through 9, all of which are attached hereto and incorporated by reference herein and which collectively shall constitute the Scope of Service for purposes of this Agreement. In the case of any conflict between the provisions of this Agreement, the RFP and the RFP Response, the conflict shall be resolved in the following order of priority: terms of this Agreement; terms of the RFP; and terms of the RFP Response.

EMS|MC shall have no responsibility to provide any of the following services:

- (a) Determining the accuracy or truthfulness of documentation and information provided by Client;
- (b) Providing services outside the EMS-MC billing system;
- (c) Submitting any claim that EMS|MC believes to be inaccurate or fraudulent;

2. COMPENSATION OF EMS|MC.

- (a) Client shall pay a fee for the services of EMS|MC hereunder, on a monthly basis, in an amount equal to 4.5 % percent of "Net Collections" as defined below (the "Compensation"). Net Collections shall mean all cash and check amounts including electronic fund transfers (EFT's) received by EMS|MC from payers, patients, attorney's offices, court settlements, collection agencies, government institutions, group health insurance plans, private payments, credit cards, healthcare facilities or any person or entity submitting funds on a patient's account, OR any amounts paid directly to the Client with or without the knowledge of EMS|MC that are paid, tendered, received or collected each month for Client's transports, less refunds processed or any other necessary adjustments to those amounts. Net Collections is not defined to mean any single non-insurance payments or time of service payments made directly to the Client.

EMS|MC shall submit a reconciled invoice to Client by the 10th day of each month for the Compensation due to EMS|MC for the previous calendar month. The Compensation amount reflected on the invoice shall be paid in full by the last day of the month in which the invoice is first presented to Client. Such amount shall be paid without offset unless the calculation of the amount is disputed, in which case Client shall pay the undisputed amount and shall provide EMS|MC with detailed written notice of the basis for the disputed portion no later than the time payment is normally due. All invoices are to be paid directly from Client's banking institution to EMS|MC via paper check, direct deposit or ACH draft initiated by EMSMC into EMS|MC's bank account.

FEES and CHARGES - A one-time late fee of 5% shall be added to any invoices that remain unpaid by the 5th day of the following calendar month in which such invoice is first presented to Client. Interest shall begin to accrue on all unpaid balances starting thirty (30) days after presentment of said invoice for any unpaid balances at the rate of 1½% per month. Client shall be responsible for all costs of collection incurred by EMS|MC or others in attempting to collect any amounts due from Client under this Agreement, including, but not limited to, reasonable attorney fees.

3. RESPONSIBILITIES OF CLIENT.

The following responsibilities of Client are a condition of EMS|MC's services under this Agreement, and EMS|MC shall have no obligation to provide services to the extent that Client has not fulfilled these responsibilities:

- (a) Client will pay all amounts owed to EMS|MC under this Agreement.
- (b) Client will utilize best efforts to provide EMS|MC with complete and accurate demographic and charge information necessary for the processing of professional and/or technical component billing to third parties and/or patients, including the following: patient

identification (name, address, phone number, birth date, gender); guarantor identification and address; report of services; special claim forms; pre-authorization numbers; and such additional information as is requested by EMS|MC.

- (c) In addition, Client shall provide complete and accurate medical record documentation necessary to ensure proper billing and secure claim payment; secure authorizations and signatures, including consent to treat, assignment of benefits and release of information, and physician certification statements (PCS) forms for all non-emergency transports. Client will report to EMS|MC within ten (10) business days payments received directly by Client, and promptly notify EMS|MC of any cases requiring special handling or billing. Client must provide Patient Care Reports (PCRs) in a timely manner in order to achieve higher performance. Further, Client will: implement any reasonable changes that EMS|MC determines to be necessary for the accurate completion of billing forms and related documentation; execute all forms required by Medicare, Medicaid, CHAMPUS, and any other payer or insurance carrier to allow EMS|MC to carry out its billing and other duties under this Agreement; and maintain Client's own files with all original or source documents, as required by law. Client acknowledges that EMS|MC is not the agent of Client for storage of source documentation. Client will provide EMS|MC with a copy of any existing billing policy manuals or guidelines, Medicare or Medicaid reports, or any other record or document related to services or billing of client accounts.

- (d) In addition, Client is to provide EMS|MC with all available and presumably accurate medical records for each incident or patient service rendered for reimbursement [i.e. the Ambulance Call Report (ACR) or the Patient Care Report (PCR)]. The PCR record must thoroughly detail the patient's full medical condition at the time of service and include a chronological narrative of all services and treatment rendered. The Client attests that the PCR and any and all associated medical records, forms and certification statements provided to EMS|MC are true and accurate and contain only factual

information observed and documented by the attending field technician during the course of the treatment and transport.

- (e) Client will obtain any and all additional patient documentation required by Centers for Medicare and Medicaid Services ("CMS") or any other governmental or commercial payer for reimbursement consideration, including but not limited to a Physician Certification Statements (PCS) or other similar medical necessity forms or prior authorization statements as deemed necessary by the payer.
- (f) Each party shall comply with all applicable federal, state, and local laws, rules, regulations, and other legal requirements that in any way affect this Agreement or the duties and responsibilities of the parties hereunder.

4. **TERM OF AGREEMENT.**

- (a) This Agreement shall be effective commencing May 1, 2016 and shall thereafter continue through April 30, 2019. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, permitted assigns, and transferees. The Agreement shall have the option to renew for two (2) additional one year periods on the same terms and conditions as stated herein, unless either party gives written notice of intent not to renew at least 60 days before expiration of the initial term. Notwithstanding anything herein to the contrary, this Agreement may be terminated under the provisions provided below.
 - (i) **Termination for Cause.** Notwithstanding paragraph 4(a), this Agreement may be terminated by either party at any time for cause based on a material breach of a term or condition hereof by the other party which is not remedied by the other party within thirty (30) days of written notice describing the breach in reasonable detail. "Cause" shall include the following:

- (1) Failure of Client to make timely payments due under this Agreement or failure of EMS|MC to make timely deposits as outlined in this Agreement;
- (2) Any willful or reckless damage to property, business, reputation, or good will of the other party hereto;
- (3) Willful or reckless injury to any customer, independent contractor, employee or agent of the other party hereto;
- (4) Client's engagement of another billing services provider to provide services during the term of this Agreement;
- (5) Harassment of any contractor or commitment of any act which otherwise creates an offensive work environment for contractors;
- (6) Inattention to or neglect of the duties to be performed by each party, which inattention or neglect is not the result of illness or accident;
- (7) Failure to practice in accordance with the appropriate policies, standards and procedures established by the respective parties;
- (8) Commitment of any unethical or immoral act which disparages or harms the other party or could have the effect of disparaging or harming the other party; or
- (9) Any breach of any material provision of this Agreement.

5. RESPONSIBILITIES UPON TERMINATION.

- (a) Provided Client has paid all amounts due hereunder, upon any termination of this Agreement, and during the period of any notice

of termination, EMS|MC will make available to Client or its authorized representatives paper and electronic tape copies of information regarding open accounts, including accounts referred to an outside collection agency, and sufficient non-proprietary information concerning payers and claims processing, (all without additional charge except for the cost of blank electronic tape and reasonable copy charges), and will otherwise furnish reasonable cooperation and assistance in any transition to Client, or its successor billing agent.

- (b) Following termination of this Agreement, for a period of up to one hundred eighty (180) days (the "Wind Down"), EMS|MC will continue its billing and collection efforts as to those accounts with dates of services prior to termination, subject to the terms and conditions of this Agreement, for the applicable fee set forth in paragraph 2(a). Client will continue to provide EMS|MC with copies of checks and payments on those accounts which were filed by EMS|MC under this Agreement. EMS|MC shall have no further responsibilities as to such accounts after the Wind Down; however EMS|MC shall be entitled to compensation as provided in paragraph 2(a) for such amounts filed by EMS|MC, regardless of whether such amounts are collected by Client during or after the Wind Down period. In the event Client has an outstanding balance owed to EMS|MC which is more than 45 days in arrears at the time of termination, EMS|MC shall have no obligation to provide any services after the date of termination.

6. EXCLUSIVITY AND MISCELLANEOUS BILLING POLICIES.

- (a) This Agreement to provide billing and collection services is made with EMS|MC as Client's exclusive provider for all dates of service during the term hereof. Except for the services defined in paragraph 2(a) of this Agreement, Compensation, the Client may not directly file, submit or invoice for any medical or medical transportation services rendered while this Agreement is in effect.
- (b) In addition, Client agrees not to collect or accept payment for services from any patient unless the service requested does not

meet coverage requirements under any insurance program in which the patient is enrolled or the patient is uninsured. Payments received directly by Client for these services must be reported to EMS|MC as provided in paragraph 3(b) hereof and shall be treated as Net Collections for purposes of paragraph 2(a) hereof.

- (c) In compliance with CMS regulations, Medicare patients will not be charged by Client a higher rate or amount for identical covered services charged to other insurers or patients. Accordingly, only one fee schedule shall exist and be used in determining charges for all patients regardless of insurance coverage.
- (d) EMS|MC reserves the right not to submit a claim for reimbursement on any patient in which the PCR and/or associated medical records are incomplete or appear to be inaccurate or do not contain enough information to substantiate or justify reimbursement. This includes missing patient demographic information, insurance information, physician certification statements (PCS) or any required crew and/or patient signatures, or otherwise contradictory medical information.
- (e) The Client shall implement and maintain a working compliance plan ("Compliance Plan") in accordance with the most current guidelines of the U.S. Department of Health and Human Services ("HHS"). The Compliance Plan must include, but not be limited to, formal written policies and procedures and standards of conduct, designation of a compliance officer, quality assurance policy and effective training and education programs.
- (f) In accordance with the HHS Office of Inspector General ("OIG") Compliance Program Guidance for Third-Party Medical Billing Companies, EMS|MC is obligated to report misconduct to the government, if the billing company discovers credible evidence of the provider's continued misconduct or flagrant, fraudulent or abusive conduct. In the event of such evidence, EMS|MC has the right to refrain from (a) submitting any false or inappropriate claims, (b) terminate this Agreement and/or (c) report the misconduct to the appropriate authorities.

7. NON-INTERFERENCE/NON-SOLICITATION OF EMS|MC EMPLOYEES.

The Client understands and agrees that the relationship between EMS|MC and each of its employees constitutes a valuable asset of EMS|MC. Accordingly, Client agrees that both during the term of this Agreement and for a period beginning on the date of termination of this Agreement, whatever the reason, and ending two (2) years after the date of termination of this Agreement (the "Restricted Period"), Client shall not, without EMS|MC's prior written consent, directly or indirectly, solicit or recruit for employment; attempt to solicit or recruit for employment; or attempt to hire or accept as an employee, consultant, contractor, or otherwise, or accept any work from EMS|MC's employees with whom Client had material contact during the term of this Agreement, in any position where the Client would receive from such employees the same or similar services that EMS|MC performed for Client during the term of this Agreement. Client has carefully read and considered the provisions of Paragraph 7 hereof, and having done so, agrees that the restrictions set forth in such paragraph (including, but not limited to, the time period) are fair and reasonable and are reasonably required for the protection of the legitimate interests of EMS|MC, its officers, directors, shareholders, and employees.

8. PRIVACY.

Confidentiality. All data and information furnished to EMS|MC by Client shall be regarded as confidential, shall remain the sole property of Client and shall be held in confidence and safekeeping by EMS|MC for the sole use of the parties and EMS|MC under the terms of this Agreement. EMS|MC agrees that except as provided otherwise herein, its officers, employees and agents will not disclose to any person, firm or entity other than Client or Client's designated legal counsel, accountants or practice management consultants any information about Client, its practice or billing, or any of the patients of Client unless required to do so by applicable law, including, without limitation, federal, state or local law enforcement authorities acting within their jurisdiction and/or acting under the law and/or under court orders. In addition to the foregoing, EMS|MC and Client shall comply with any applicable requirements of the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), and with the

regulations promulgated thereunder, including, without limitation, the Privacy Rule, the Security Rule, and the amendments enacted in the Health Information Technology for Economic and Clinical Health ("HITECH") Act. EMS|MC and Client shall execute a separate Business Associate Agreement under HIPAA. EMS|MC agrees to indemnify and hold Client harmless from and against any and all claims, liabilities, damages and expenses, including but not limited to reasonable attorney's fees arising out of or resulting from EMS|MC's unauthorized or unlawful disclosure of patient information only insofar and to the extent that if failed to meet the requirements of this Agreement

9. INSURANCE, LIMITATIONS OF LIABILITY AND INDEMNIFICATION

- (a) EMS|MC and Client acknowledge and agree that despite their best efforts, billing errors may occur from time to time. Each party will promptly notify the other party of the discovery of a billing error. EMS|MC's sole obligation in the event of a billing error will be to correct the error by making appropriate changes to the information in its system, posting a refund if appropriate, and re-billing the underlying claim if permissible.
- (b) A "Claim" is defined as:
 - (1.) Any claim or other matter in dispute between EMS|MC and Client that arises from or relates in any way to this Agreement or to the services, hardware, software, or data provided by EMS|MC hereunder, regardless of whether such claim or matter is denominated as a contract claim, tort claim, warranty claim, indemnity claim, statutory claim, or otherwise.
 - (2.) EMS|MC's negligent performance of services under this Agreement.
 - (3.) Claims, suits or actions of every kind and description when such suits or actions are caused by negligent, willful and/or wanton acts, and/or errors or omissions of EMS|MC, its officers, employees, consultants, sub consultants, and/or subcontractors; or
 - (4.) Injury or damages received or sustained by any party because of the negligent willful and/or wanton acts, and/or errors or

omissions of EMS|MC, its officers, employees, consultants, subconsultants, and/or subcontractors.

- (c) To the fullest extent allowed by law, the total liability of EMS|MC to Client regarding any and all Claims shall be capped at, and shall in no event exceed, two (2) times the total fees paid by Client to EMS|MC under this Agreement or EMS|MC's applicable insurance coverage limits, whichever is greater (the "Liability Cap"). All amounts that may be potentially awarded against EMS|MC in connection with a Claim are included in and subject to the Liability Cap, and shall not cause the Liability Cap to be exceeded, including, without limitation, all compensatory damages, other damages, interest, costs, expenses, and attorneys' fees. Provided, however, that nothing in the foregoing shall be construed as an admission of liability by EMS|MC in any amount or as a waiver or compromise of any other defense that may be available to EMS|MC regarding any Claim.

- (d) EMS|MC agrees to indemnify and hold City harmless from and against any and all claims, liabilities, damages and expenses, including but not limited to reasonable attorney fees, arising out of Claims as defined above in Section(b) or claims due to the actions of EMS|MC in collecting debts under this Agreement, provided said claims, liabilities, damages and expenses do not arise from any inaccurate or incomplete information provided by the City or the unlawful collection acts or instructions of the City. In addition, indemnity is subject to the following further conditions and limitations: (i) Client must provide prompt written notice to EMS|MC of the matter for which indemnity is or may be sought, within such time that no right of EMS|MC is prejudiced, and in no event no later than thirty (30) days after Client first becomes aware of the claim giving rise to a right of indemnity; (ii) Client must allow EMS|MC the opportunity to direct and control the defense and handling of the matter for which indemnity is sought; (iii) Client must not agree to any settlement or other voluntary resolution of a matter for which indemnity is or may be sought without EMS|MC's express consent; and (iv) Client shall not seek or be entitled to indemnity for amounts that Client reimburses or refunds to Medicaid, Medicare, any

governmental entity, any insurer, or any other payer as a result of medical services or medical transportation services for which Client should not have received payment in the first place under applicable rules, regulations, standards and policies.

(e) **Insurance.** EMS|MC shall maintain throughout the duration of this Agreement insurance in the following amounts:

(1) Worker's Compensation and Employer's Liability

Worker's Compensation	Statutory
Employer's Liability	\$500,000/\$500,000/\$500,000

(2) Comprehensive Automobile Liability

\$1,000,000 combined single limit Bodily Injury and Property Damage

(3) Comprehensive General Liability including environmental coverage, (naming the Owner as additional insured)

\$1,000,000	per occurrence
\$2,000,000	annual aggregate
\$2,000,000	product/completed operations occurrence
\$1,000,000	personal injury/advertising liability

(4) Umbrella/Excess Liability

\$2,000,000	per occurrence
\$2,000,000	annual aggregate
\$2,000,000	products aggregate

(5) Professional Liability Insurance or errors and omissions insurance coverage in an amount of \$1,000,000 per claim and annual aggregate, provided that such coverage shall be maintained for a period of not less than two (2) years after expiration of the contract.

The foregoing policies shall be with responsible carriers qualified to do business within the State of Ohio, and shall

contain a provision that coverage will not be cancelled or failed to be renewed until at least (30) days' prior written notice has been given to the City as Client. Certificates of Insurance showing such coverage to be in force shall be filed with the Client through its Director of Finance prior to commencement of the Services and shall be in proper form.

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

10. RECORDS; AUDITS.

EMS|MC shall maintain full and complete books, ledgers, journals, accounts or records in which are kept all entries reflecting billing and collection of utilization fees pursuant to this Agreement which may be necessary to permit adequate evaluation of the invoices or relating to performance under this Agreement (herein collectively called "Records"). The City shall have the right, from time to time, upon forty-eight (48) hours advance notice to EMS|MC, to audit EMS|MC's Records or any of its affiliates rendering services under this Agreement, whether direct or indirect, in relation to records involving the City or relating to performance under this Agreement. EMS|MC shall make all Records available for examination during normal business hours. The City agrees to exercise its rights to inspect Records and conduct an audit in a reasonable manner so as to minimize the impact upon and interruption of EMS|MC's business and operations.

11. COMPLIANCE WITH LAWS AND REGULATIONS

City and EMS|MC shall comply at all times with applicable federal, state and local laws, regulations, and ordinances, including without

limitation, statutes, ordinances and regulations applying to debt collection.

12. NONDISCRIMINATION

EMS|MC agrees to comply with all applicable federal, state and county laws regarding nondiscrimination, and specifically agrees not to refuse to employ or refuse to continue in any employment, any person on account of race, color, religion, creed, sex, age, national origin, or disability.

13. NO THIRD-PARTY BENEFICIARIES

This Agreement is intended solely for the benefit of City and EMS|MC and their respective successors and permitted assigns, and no patient or other third party shall have any rights or interests in this Agreement or the services performed hereunder.

14. SUPPLEMENTAL FORMS

The parties agree that the following forms as identified and attached hereto, when properly executed, shall become part of the within Agreement:

- Statement as to Interested Parties
- Equal Opportunity Requirements
- Non-Collusion Affidavit
- Delinquent Personal Property Tax Affidavit
- Declaration and Representation (ORC 9.24)
- Certification and Representation (ORC 3517.13, as amended)

15. GENERAL.

Status of Parties. Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between EMS|MC and Client, or as establishing an agency relationship beyond

EMS|MC's service as a billing and collection agent of Client under the express terms of this Agreement. EMS|MC and its employees and representatives shall have no legal authority to bind Client.

Assignment. Neither this Agreement nor any rights or obligations hereunder shall be assigned by either party without prior written consent of the other party, except that this Agreement may be assigned without consent to the survivor in any merger or other business combination only if EMS|MC controls more than 50% of the new entity

Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns (where permitted),

Notices. Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been given on the date delivered personally or deposited in the United States Postal Service, certified mail, return receipt requested, with adequate postage affixed, addressed as follows:

[Client]:
City of Strongsville
16099 Foltz Parkway
Strongsville, OH 44149
Attention: Fire Chief

With a copy to Law Director:
City of Strongsville
16099 Foltz Parkway
Strongsville, OH 44149

EMS|MC:
EMS Management & Consultants, Inc.
2540 Empire Drive
Suite 100
Winston-Salem, NC 27103
Attention: Laurie O'Quinn

Either party may change its address for notices under this Agreement by giving written notice of such change to the other party in accordance with the terms of this paragraph.

Governing Law. This Agreement and the rights and obligations to the parties hereunder shall be construed in accordance with and governed by the laws of the State of Ohio, notwithstanding any conflicts of law rules to the contrary' and with venue in the state or federal courts in Cuyahoga County and/or the Northern District of Ohio.

Integration of Terms. This instrument constitutes the entire agreement between the parties, and supersedes all prior negotiations, commitments, representations and undertakings of the parties with respect to its subject matter.

Amendment and Waiver. This Agreement may be amended or modified only by an instrument signed by all of the parties. A waiver of any provision of this Agreement must be in writing, designated as such, and signed by the party against whom enforcement of the waiver is sought. The waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach thereof.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed on the later of the dates set forth below.

EMS|MC:

CLIENT:

EMS Management & Consultants, Inc.

City of Strongsville

By: Allan Logie

By: _____

Print Name: Allan Logie

Print Name: Thomas P. Perciak

Title: Chief Performance Officer

Title: Mayor

Date: 3-28-2016

Date: _____

CERTIFICATION OF FUNDS

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

Date

Director of Finance

CERTIFICATE OF LAW DIRECTOR

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

Neal M. Jamison, Law Director

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2016 – 080

By: Mr. Carbone

A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS FOR THE PURCHASE OF GENERAL PAVEMENT SERVICES FOR 2016 FOR USE BY THE SERVICE DEPARTMENT OF THE CITY OF STRONGSVILLE.

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

Section 1. That the Mayor be and is hereby authorized to advertise for bids for the purchase of general pavement services for use during 2016 by the Service Department of the City of Strongsville, in accordance with specifications on file in the office of the Director of Public Service, which are in all respects hereby approved.

Section 2. That the funds for the purposes of this Resolution have been appropriated and shall be paid from the Street Construction, Maintenance and Repair Fund; State Highway Maintenance Fund; and Motor Vehicle License Fund.

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

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

President of Council

Approved: _____
Mayor

Date Passed: _____ Date Approved: _____

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

Attest: _____
Clerk of Council

RES
ORD. No. 2016-080 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2016 – 081

By: Mayor Perciak and Mr. Carbone

A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE A REQUEST FOR QUALIFICATIONS AND PROPOSALS FOR SUPPLIERS OF GASOLINE AND DIESEL FUEL FOR THE CITY'S SERVICE DEPARTMENT.

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

Section 1. That the Mayor be and is hereby authorized to advertise a request for qualifications and proposals to select and approve multiple qualified fuel suppliers in order to provide for various fuel requirements for gasoline and diesel fuel utilized by its Department of Public Service, and in accordance with the specifications and documents on file in the office of the Director of Public Service, which are, in all respects, hereby approved.

Section 2. That the funds for the purposes of this Resolution have been appropriated and shall be paid from the General Fund; Street Construction, Maintenance and Repair Fund; Sanitary Sewer Fund; Multi-Purpose Complex Fund; and Fire Levy Fund.

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

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

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
Clerk of Council

RES
ORD. No. 2016-081 Amended: _____

1st Rdg. _____ Ref: _____

2nd Rdg. _____ Ref: _____

3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____

Adopted: _____ Defeated: _____

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 082

By: Mr. Schonhut

AN ORDINANCE RATIFYING AND AUTHORIZING PARTICIPATION IN UNITED STATES GENERAL SERVICES ADMINISTRATION CONTRACTS FOR THE PURCHASE OF CELLULAR COMMUNICATIONS SERVICES AND EQUIPMENT FOR USE BY VARIOUS DEPARTMENTS OF THE CITY; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO DO ALL THINGS NECESSARY TO ENTER INTO AGREEMENTS IN CONNECTION THEREWITH; AND DECLARING AN EMERGENCY.

WHEREAS, Federal law provides the opportunity for state, local, regional or tribal governments or any instrumentality thereof to participate in contracts of the United States General Services Administration for the purchase of a variety of information technology from contracts awarded under General Services Administration Federal Supply Schedule, Information Technology, as well as from contracts under the Corporate Schedule containing information technology special item numbers; and

WHEREAS, based upon recommendation of the City's Director of Communication & Technology, this Council wishes to take advantage of that opportunity in connection with the purchase of various cellular communications services and equipment, including wireless voice and data services (Contract No. GSA-FSS GS-35F-0119P) for use by various City departments from January 1, 2016 through July 21, 2016.

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

Section 1. That the Mayor be and is hereby authorized and directed to request authority in the name of the City of Strongsville to participate in the United States General Services Administration Federal Supply Schedule, Information Technology contracts for the purchase of cellular communications services and equipment from **VERIZON WIRELESS** for use by various departments of the City in amounts not to exceed a total of \$125,000.00 from January 1, 2016 through July 21, 2016, based upon the rates set forth in the price list for such contract, which the General Services Administration has entered into pursuant to law, and that is on file with the City's Director of Communication & Technology and summarized on Exhibit A attached hereto and incorporated herein.

Section 2. That the City of Strongsville hereby agrees to be bound by the terms and conditions prescribed by the United States General Services Administration for such purchases and to directly pay the vendor, under each such contract of the United

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 082

Page 2

States General Services Administration in which the City participates for items and services it receives pursuant to the contracts.

Section 3. That any purchases made to date are ratified; and that the Mayor and Director of Finance be and are hereby authorized to enter into and execute such agreements and documents as may be necessary to participate in the United States General Services Administrative Cooperative Purchasing Program.

Section 4. That the funds for the purposes of this Ordinance have been appropriated and shall be paid from the General Fund; Street Construction, Maintenance & Repair Fund; Fire Levy Fund; Multi-Purpose Complex Fund; and the Sanitary Sewer Fund.

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

Section 6. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare, and for the further reason that it is immediately necessary to participate in the purchase of such services and equipment in order to maintain necessary communications capabilities, and continuity and efficiency in the operation of the various departments of the City, and conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise from and after the earliest period allowed by law.

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
Clerk of Council

ORD. No. 2016-082 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

Nancy Sikorski

From: Strongsville Law (Strongsville.Law@strongsville.org)
Subject: FW: City of Strongsville Rates Plans Used

From: Podd, Daniel T [<mailto:Daniel.Podd@VerizonWireless.com>]
Sent: Thursday, March 31, 2016 10:20 AM
To: Eric Clanin <Eric.Clanin@strongsville.org>
Cc: Podd, Daniel T <Daniel.Podd@VerizonWireless.com>
Subject: City of Strongsville Rates Plans Used

Below are the rates plans the City of Strongsville currently uses:

America Choice II share--\$14.99/month
America Choice II for Business 100 share--\$23.06/month
America Choice II for Business 200 share--\$26.24/month
America Choice II for Business 400 share for Smartphone's--\$48.07/month
3G/4G Mobile Broadband Unlimited--\$39.99/month
Corporate Flat Rate--\$11.99/month
M2M 5GB share--\$45.00/month
2 MB Telemetry Plan--\$7.50/month

verizon[✓]

Dan Podd
Government Account Manager - Northern Ohio
Mobile: 216-386-9173
Email: daniel.podd@verizonwireless.com
EFAX - 614-560-8340
Sales ID EE0B8



Federal Contracts Support Center 800-295-1614
Federal Contracts Support Email: FederalAccountSupport@VerizonWireless.com

State of Ohio Contract Support Center 800-922-0204
State of Ohio Contract Support Email: wfmLiaisonSupportStateofOhio@VerizonWireless.com

Government & Education Solutions

Verizon - Internet of Things Solutions

Network Fleet AVL Solution & Asset Tracking?
Backup Routers? Are you losing revenue and/or productivity due to internet outages in your office?
Video Surveillance and Security?
<http://www.verizonenterprise.com/us/solutions/connected-machines/>

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. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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