

City of Strongsville

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

City Council

Michael J. Daymut
Ward 1

Matthew A. Schonhut
Ward 2

James E. Carbone
Ward 3

Gordon C. Short
Ward 4

Joseph C. DeMio
At-Large

Kenneth M. Dooner
President Pro Tem
At-Large

Duke Southworth
President of Council
At-Large

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

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

September 15, 2016

MEETING NOTICE

City Council has scheduled the following meetings for **Monday, September 19, 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 7:10 p.m. All committees listed will meet immediately following the previous committee:

7:10 P.M.

Public Safety & Health Committee will meet to discuss Ordinance Nos. 2016-175 and 2016-187.

Mr. Joe Lynch, Cuyahoga County Board of Health Program Manager for Vector and Control, will be present to discuss the Zika virus and how it pertains to the local community.

Planning, Zoning and Engineering Committee will meet to discuss Ordinance Nos. 2016-159, 2016-177, 2016-178, 2016-179, 2016-180 and Resolution No. 2016-176.

Finance Committee will meet to discuss Ordinance No. 2016-181 Resolution No. 2016-182.

Communication & Technology Committee will meet to discuss Ordinance No. 2016-183.

Recreation and Senior Services Committee will meet to discuss Ordinance No. 2016-184.

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

Committee of the Whole will meet to discuss Ordinance No. 2016-185 and Resolution No. 2016-186.

The Council will consider a motion to adjourn into **Executive Session** to discuss collective bargaining matters with members of the Administration.

8:00 P.M.

Regular Council Meeting

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

BY ORDER OF THE COUNCIL:

Aimee Pientka, MMC
Clerk of Council

STRONGSVILLE CITY COUNCIL REGULAR MEETING
MONDAY, SEPTEMBER 19, 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 – September 6, 2016*
6. APPOINTMENTS, CONFIRMATIONS, AWARDS AND RECOGNITION:
 - *Administration of Oath of Office for newly-appointed Firefighter-Paramedic John C. Rudmann*
 - *Administration of Oath of Office for newly-appointed Firefighter-Paramedic Michael J. D'Amico*
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:
 - *Motion to note and approve the owner's designation of wishes for interments in Strongsville Municipal Cemetery, Section F, Lot #170, Graves A, C & E.*
 - 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. 2016-159 by Mayor Perciak and Mr. Daymut. AN ORDINANCE APPROVING AND AUTHORIZING THE GRANT OF REVOCABLE LICENSES TO MEGHAN RUGGIERO AND JOSEPH RUGGIERO; NICHOLAS R. CATANZARITE AND LAUREN A. CATANZARITE; AND ANTHONY M. CATANZARITE AND ANDREA M. CATANZARITE, FOR THE USE OF A PUBLIC WAY FOR THE ERECTION OF STREET LIGHTS AND APPURTENANCES; AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS IN FURTHERANCE THEREOF; AND DECLARING AN EMERGENCY. *First reading and referred to Planning Commission 09-06-16. Favorable recommendation by Planning Commission 09-08-16.*
- Resolution No. 2016-168 by Mr. Carbone. A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS FOR THE PURCHASE OF HOT APPLIED CRACK SEALING FOR 2016 FOR USE BY THE SERVICE DEPARTMENT OF THE CITY OF STRONGSVILLE. *First reading 09-06-16.*
- Ordinance No. 2016-175 by Mayor Perciak and Mr. DeMio. AN ORDINANCE RATIFYING, APPROVING AND AUTHORIZING THE MAYOR'S FILING OF AN APPLICATION WITH THE LOCAL GOVERNMENT INNOVATION FUND FOR A GRANT UNDER THE LOCAL GOVERNMENT EFFICIENCY PROGRAM, FOR FINANCIAL ASSISTANCE, FOR USE BY THE CITY OF STRONGSVILLE SOUTHWEST REGIONAL DISPATCH CENTER, AND DECLARING AN EMERGENCY.
- Resolution No. 2016-176 by Mayor Perciak and all Members of Council. A RESOLUTION APPROVING THE REPORT OF THE ASSESSMENT EQUALIZATION BOARD ON OBJECTIONS CONCERNING THE ESTIMATED SPECIAL ASSESSMENTS FOR THE IMPROVEMENT OF BOWMAN DRIVE, FETZER DRIVE AND DRAKE ROAD BETWEEN CERTAIN TERMINI BY CONSTRUCTING SANITARY SEWERS, CATCH BASINS AND MANHOLES, INSTALLING SANITARY SEWER SERVICE CONNECTIONS, REPLACING, WHERE NECESSARY, PAVEMENT, DRIVEWAY APRONS, STORM SEWERS AND CULVERTS, AND CONSTRUCTING A WATER LINE IN FETZER DRIVE, ALL TOGETHER WITH THE NECESSARY APPURTENANCES THERETO, AND DECLARING AN EMERGENCY.

- Ordinance No. 2016-177 by Mayor Perciak and All Members of Council. AN ORDINANCE DETERMINING TO PROCEED WITH THE IMPROVEMENT OF BOWMAN DRIVE, FETZER DRIVE AND DRAKE ROAD BETWEEN CERTAIN TERMINI BY CONSTRUCTING SANITARY SEWERS, CATCH BASINS AND MANHOLES, INSTALLING SANITARY SEWER SERVICE CONNECTIONS, REPLACING, WHERE NECESSARY, PAVEMENT, DRIVEWAY APRONS, STORM SEWERS AND CULVERTS, AND CONSTRUCTING A WATER LINE IN FETZER DRIVE, ALL TOGETHER WITH THE NECESSARY APPURTENANCES THERETO, AND DECLARING AN EMERGENCY.
- Ordinance No. 2016-178 by Mr. Carbone and Mr. Schonhut. AN ORDINANCE AMENDING SECTIONS 1242.07(b), 1258.02, 1258.03 AND 1258.04, OF TITLE SIX OF PART TWELVE-PLANNING AND ZONING CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE IN ORDER TO ESTABLISH REGULATIONS FOR CERTAIN LARGE RETAIL BUSINESSES, AND DECLARING AN EMERGENCY.
- Ordinance No. 2016-179 by Mr. Carbone and Mr. Schonhut. AN ORDINANCE AMENDING SECTION 1258.09 OF TITLE SIX OF PART TWELVE-PLANNING AND ZONING CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE IN ORDER TO ESTABLISH LAND COVERAGE REQUIREMENTS IN CERTAIN BUSINESS ZONING DISTRICTS, AND DECLARING AN EMERGENCY.
- Ordinance No. 2016-180 by Mr. Daymut. AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ISSUE AND APPROVE CHANGE ORDER NO. 1 (FINAL) FOR AN INCREASE IN THE CONTRACT PRICE IN ACCORDANCE WITH THE PROVISIONS OF THE CONTRACT BETWEEN THE CITY OF STRONGSVILLE AND KONSTRUCTION KING, INC., IN CONNECTION WITH THE PAVEMENT RECONSTRUCTION PROGRAM FOR 2016, AND DECLARING AN EMERGENCY.
- Ordinance No. 2016-181 by Mayor Perciak. AN ORDINANCE MAKING APPROPRIATIONS FOR THE ANNUAL EXPENSES AND OTHER EXPENDITURES OF THE CITY OF STRONGSVILLE, OHIO, FOR THE YEAR 2016 AND REPEALING ORDINANCE NUMBER 2016-147.
- Resolution No. 2016-182 by Mayor Perciak and Mr. Dooner. A RESOLUTION REQUESTING THE FISCAL OFFICER OF CUYAHOGA COUNTY TO ADVANCE CERTAIN FUNDS, BOTH GENERAL OPERATING AND SPECIAL ASSESSMENTS, TO THE CITY OF STRONGSVILLE, OHIO, AND DECLARING AN EMERGENCY.

- Resolution No. 2016-183 by Mayor Perciak and all Members of Council. A RESOLUTION DECLARING AND IMPOSING A MORATORIUM ON ACCEPTANCE OF APPLICATIONS FOR AND ISSUANCE OF APPROVALS, LICENSES AND/OR PERMITS FOR THE CONSTRUCTION, RECONSTRUCTION OR USE OF WIRELESS TELECOMMUNICATION FACILITIES AND WIRELESS TELECOMMUNICATION TOWERS IN THE CITY'S PUBLIC RIGHT-OF-WAY, FOR A PERIOD NOT TO EXCEED SIX MONTHS FROM THE EFFECTIVE DATE OF THIS RESOLUTION, IN ORDER TO ALLOW FOR THE ESTABLISHMENT OF NEW AND/OR REVISED REGULATORY MEASURES FOR THE USE OF THE CITY'S PUBLIC RIGHT-OF-WAY AND TO ADDRESS TECHNOLOGICAL ADVANCES IN THE WIRELESS COMMUNICATION INDUSTRY, AND DECLARING AN EMERGENCY.
 - Ordinance No. 2016-184 by Mayor Perciak and All Members of Council. AN ORDINANCE AMENDING SECTION 2 OF ORDINANCE NO. 2016-125 TO INCREASE THE APPROPRIATED CONTRACT AMOUNT AND AMEND THE CONTRACT WITH MUSCO LIGHTING, LLC FOR THE PURCHASE OF CERTAIN ITEMS AND INSTALLATION OF AN OUTDOOR LIGHTING SYSTEM TO BE INSTALLED AT VOLUNTEER PARK, WITHOUT PUBLIC BIDDING; AND DECLARING AN EMERGENCY.
 - Ordinance No. 2016-185 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE SALE AT PUBLIC AUCTION OF CERTAIN OBSOLETE AND SURPLUS VEHICLES NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE, AND DECLARING AN EMERGENCY.
 - Resolution No. 2016-186 by Mayor Perciak and All Members of Council. A RESOLUTION IN SUPPORT OF PROSTATE CANCER AWARENESS DURING THE MONTH OF SEPTEMBER.
 - Ordinance No. 2016-187 by Mayor Perciak and Mr. DeMio. AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ISSUE AND APPROVE A CHANGE ORDER FOR AN INCREASE IN THE CONTRACT PRICE IN ACCORDANCE WITH THE PROVISIONS OF THE CONTRACT BETWEEN THE CITY OF STRONGSVILLE AND SEITZ BUILDERS, INC. IN CONNECTION WITH THE RENOVATION AND MECHANICAL UPGRADES AT FIRE STATION NO. 3, AND DECLARING AN EMERGENCY.
11. COMMUNICATIONS, PETITIONS AND CLAIMS:
 12. MISCELLANEOUS BUSINESS:
 13. ADJOURNMENT:

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 159

By: Mayor Perciak and Mr. Daymut

AN ORDINANCE APPROVING AND AUTHORIZING THE GRANT OF REVOCABLE LICENSES TO MEGHAN RUGGIERO AND JOSEPH RUGGIERO; NICHOLAS R. CATANZARITE AND LAUREN A. CATANZARITE; AND ANTHONY M. CATANZARITE AND ANDREA M. CATANZARITE, FOR THE USE OF A PUBLIC WAY FOR THE ERECTION OF STREET LIGHTS AND APPURTENANCES; AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS IN FURTHERANCE THEREOF; AND DECLARING AN EMERGENCY.

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

Section 1. That this Council hereby approves and authorizes the granting of revocable licenses to Meghan Ruggiero and Joseph Ruggiero; Nicholas R. Catanzarite and Lauren A. Catanzarite; and Anthony M. Catanzarite and Andrea M. Catanzarite, for the use of portions of the public right-of-way described in the Exhibit "A" of Exhibits 1, 2 and 3, attached hereto, for the purposes of the erection and maintenance of street lights and appurtenances, and upon the terms and conditions set forth in the License Agreements attached hereto as Exhibits 1, 2 and 3, and incorporated herein by reference, which in all respects are approved.

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

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

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

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Section 5. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that the immediate granting of the aforesaid license agreements is necessary to secure the illumination of the premises and protect the safety of pedestrian and vehicular traffic on the public right-of-way and prevent a potential public nuisance. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

 President of Council

Approved: _____
 Mayor

Date Passed: _____ Date Approved: _____

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

Attest: _____
 Clerk of Council

ORD. No. 2016-159 Amended: _____
 1st Rdg. 09-06-16 Ref: PC/PBF
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

LICENSE AGREEMENT

Agreement made this ____ day of _____, 2016, between the **CITY OF STRONGSVILLE**, an Ohio municipal corporation, located at 16099 Foltz Parkway, Strongsville, Ohio 44149, herein called "City," and **MEGHAN J. RUGGIERO and JOSEPH RUGGIERO**, husband and wife, located at 12531 Saddlebrook Lane, Strongsville, Ohio 44149, herein collectively called "Licensee."

SECTION ONE

Grant of License; Description of Premises

The City for and in consideration of One Dollar (\$1.00) received from the Licensee, hereby grants to Licensee a license to occupy and use, subject to all of the terms and conditions hereof, a specific portion of the public right-of-way between the sidewalk and the curb, at 12531 Saddlebrook Lane, Strongsville, Ohio 44149 (hereinafter the "Premises") described in Exhibit A, attached hereto and incorporated herein by reference, and as approved by the Planning Commission, City Engineer, Building Commissioner and City Council.

SECTION TWO

Limitation to Described Purpose

The Premises may be occupied and used by Licensee solely for the construction, erection, maintenance and repair of one (1) decorative street light and appurtenances in, on, over and under the Premises and for incidental purposes related thereto during the period beginning _____, and continuing until this Agreement is terminated as hereinafter provided.

SECTION THREE

Construction

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

SECTION FOUR Maintenance by Licensee

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

SECTION FIVE Utility Costs

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

SECTION SIX Insurance

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

SECTION SEVEN Indemnification

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

SECTION EIGHT Termination

Either party may terminate this Agreement at any time, by giving written notice to the other, specifying the date of termination, such notice to be given not less than thirty (30) days prior to the date therein specified. Upon termination, the Licensee shall remove all improvements they made to the right-of-way and return the right-of-way to its original condition. Should the landscaping, street light and/or appurtenances, or any essential part thereof, be totally destroyed by fire or other casualty, this Agreement shall immediately terminate; and in the case of partial destruction, this Agreement may be terminated by either party by giving written notice to the other, specifying the date of termination, such notice to be given following such partial destruction and not less than five (5) days prior to the termination date therein specified. If Licensee shall make an assignment for the benefit of creditors, or be placed in receivership or adjudicated a bankrupt, or take advantage of any bankruptcy or insolvency law, City may terminate this Agreement by giving written notice to the Licensee, specifying the date of termination, such notice to be given not less than ten (10) days prior to the date therein specified. In the event this Agreement is terminated for any reason, the Licensee shall remove any and all improvements they made pursuant to this Agreement and Licensee shall return the public right-of-way to its original condition.

SECTION NINE General Provisions

A. Binding. All rights, title and privileges herein granted including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the parties, their respective heirs, executors, administrators, successors, assigns and legal representatives.

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

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

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

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

Signed in the presence of:

CITY OF STRONGSVILLE

By: _____
Thomas P. Perciak, Mayor

“LICENSEE”


Meghan J. Ruggiero



Joseph Ruggiero

STATE OF OHIO)
) ss.
COUNTY OF CUYAHOGA)

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

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

Notary Public

STATE OF OHIO)
) ss.
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named **MEGHAN J. RUGGIERO and JOSEPH RUGGIERO**, husband and wife, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Strongsville, Ohio, this 21 day of August, 2016.



NICHOLAS R. CATANZARITE,
Attorney At Law
Notary Public, State of Ohio
My commission has
no expiration date.
Section 147.03 O.R.C.



Notary Public

EXHIBIT A

And known as being subplot number 371 in Andrus Woods Westwood Farms Subdivision No. 16, Phase II, of part of Original Strongsville Township Lot No. 94 as shown by the recorded plat in Volume 374 of Maps, Page 8 of Cuyahoga County Records, as appears by said plat, be the same more or less, but subject to all legal highways.

(Permanent Parcel No. 392-02-094)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/18/2016

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

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

PRODUCER Hartvik Insurance Group 7530 Lucerne Drive Suite 110 Middleburg Hts. OH 44130	CONTACT NAME: Marylyn Jackson, CISR PHONE (A/C, No, Ext): (440) 243-2229 E-MAIL ADDRESS: mjackson@hartvik.com	FAX (A/C, No): (440) 243-2552
	INSURER(S) AFFORDING COVERAGE	
INSURED Guiseppe & Megan Ruggiero 12531 Saddlebrook Ln Strongsville OH 44149	INSURER A: Encompass Insurance NAIC # 20435	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL1681805304 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 3, Special Form GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		US282033479	10/5/2015	10/5/2016	EACH OCCURRENCE \$ 500000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		US282033479	10/5/2015	10/5/2016	EACH OCCURRENCE \$ 1000000 AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER CITY OF STRONGSVILLE 16099 FOLTZ PARKWAY STRONGSVILLE, OH 44149	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Scott Byland/MRJ

LICENSE AGREEMENT

Agreement made this ____ day of _____, 2016, between the **CITY OF STRONGSVILLE**, an Ohio municipal corporation, located at 16099 Foltz Parkway, Strongsville, Ohio 44149, herein called "City," and **NICHOLAS R. CATANZARITE and LAUREN A. CATANZARITE**, husband and wife, located at 12534 Saddlebrook Lane, Strongsville, Ohio 44149, herein collectively called "Licensee."

SECTION ONE

Grant of License; Description of Premises

The City for and in consideration of One Dollar (\$1.00) received from the Licensee, hereby grants to Licensee a license to occupy and use, subject to all of the terms and conditions hereof, a specific portion of the public right-of-way between the sidewalk and the curb, at 12534 Saddlebrook Lane, Strongsville, Ohio 44149 (hereinafter the "Premises") described in Exhibit A, attached hereto and incorporated herein by reference, and as approved by the Planning Commission, City Engineer, Building Commissioner and City Council.

SECTION TWO

Limitation to Described Purpose

The Premises may be occupied and used by Licensee solely for the construction, erection, maintenance and repair of one (1) decorative street light and appurtenances in, on, over and under the Premises and for incidental purposes related thereto during the period beginning _____, and continuing until this Agreement is terminated as hereinafter provided.

SECTION THREE

Construction

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

SECTION FOUR
Maintenance by Licensee

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

SECTION FIVE
Utility Costs

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

SECTION SIX
Insurance

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

SECTION SEVEN Indemnification

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

SECTION EIGHT Termination

Either party may terminate this Agreement at any time, by giving written notice to the other, specifying the date of termination, such notice to be given not less than thirty (30) days prior to the date therein specified. Upon termination, the Licensee shall remove all improvements they made to the right-of-way and return the right-of-way to its original condition. Should the landscaping, street light and/or appurtenances, or any essential part thereof, be totally destroyed by fire or other casualty, this Agreement shall immediately terminate; and in the case of partial destruction, this Agreement may be terminated by either party by giving written notice to the other, specifying the date of termination, such notice to be given following such partial destruction and not less than five (5) days prior to the termination date therein specified. If Licensee shall make an assignment for the benefit of creditors, or be placed in receivership or adjudicated a bankrupt, or take advantage of any bankruptcy or insolvency law, City may terminate this Agreement by giving written notice to the Licensee, specifying the date of termination, such notice to be given not less than ten (10) days prior to the date therein specified. In the event this Agreement is terminated for any reason, the Licensee shall remove any and all improvements they made pursuant to this Agreement and Licensee shall return the public right-of-way to its original condition.

SECTION NINE General Provisions

A. Binding. All rights, title and privileges herein granted including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the parties, their respective heirs, executors, administrators, successors, assigns and legal representatives.

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

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


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

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

Signed in the presence of:

CITY OF STRONGSVILLE

By: _____
Thomas P. Perciak, Mayor

"LICENSEE"


Nicholas R. Catanzarite



Lauren A. Catanzarite

STATE OF OHIO)
) ss.
COUNTY OF CUYAHOGA)

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

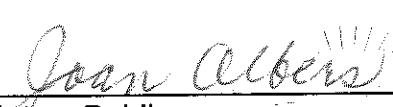
IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Strongsville, Ohio, this ____ day of _____, 2016.

Notary Public

STATE OF OHIO)
) ss.
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named **NICHOLAS R. CATANZARITE and LAUREN A. CATANZARITE**, husband and wife, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Strongsville, Ohio, this 24th day of August, 2016.



Notary Public

JOAN ALBERS
Notary Public, State of Ohio
My Commission Expires Oct. 15, 2016

EXHIBIT A

And known as being subplot number 368 in Andrus Woods Westwood Farms Subdivision No. 16, Phase II, of part of Original Strongsville Township Lot No. 94 as shown by the recorded plat in Volume 374 of Maps, Page 8 of Cuyahoga County Records, as appears by said plat, be the same more or less, but subject to all legal highways.

(Permanent Parcel No. 392-02-092)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/24/2016

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

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

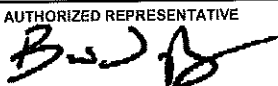
PRODUCER Brightstone Ins. Services, LLC 7530 Lucerne Drive #101 Middleburg Heights OH 44130	CONTACT NAME: Christine Stanfield PHONE (A/C, No, Ext): 440-260-1006 E-MAIL ADDRESS: cstanfield@brightstoneins.com FAX (A/C, No): 440-260-0218
	INSURER(S) AFFORDING COVERAGE INSURER A: Encompass Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Nick R. Catanzarite 12534 Saddlebrook Lane Strongsville OH 44149	CATANZNI01 NAIC # 10358

COVERAGES **CERTIFICATE NUMBER: 1398912** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS \$			US281734401	9/1/2015	9/1/2016	EACH OCCURRENCE	\$2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
A	Personal Liability			US281734401	9/1/2015	9/1/2016	Limit	\$500,000

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

CERTIFICATE HOLDER City of Strongsville, an Ohio Municipal Corporation 16099 Foltz Parkway Strongsville OH 44149	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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LICENSE AGREEMENT

Agreement made this ____ day of _____, 2016, between the **CITY OF STRONGSVILLE**, an Ohio municipal corporation, located at 16099 Foltz Parkway, Strongsville, Ohio 44149, herein called "City," and **ANTHONY M. CATANZARITE and ANDREA M. CATANZARITE**, husband and wife, located at 12522 Saddlebrook Lane, Strongsville, Ohio 44149, herein collectively called "Licensee."

SECTION ONE

Grant of License; Description of Premises

The City for and in consideration of One Dollar (\$1.00) received from the Licensee, hereby grants to Licensee a license to occupy and use, subject to all of the terms and conditions hereof, a specific portion of the public right-of-way between the sidewalk and the curb, at 12522 Saddlebrook Lane, Strongsville, Ohio 44149 (hereinafter the "Premises") described in Exhibit A, attached hereto and incorporated herein by reference, and as approved by the Planning Commission, City Engineer, Building Commissioner and City Council.

SECTION TWO

Limitation to Described Purpose

The Premises may be occupied and used by Licensee solely for the construction, erection, maintenance and repair of one (1) decorative street light and appurtenances in, on, over and under the Premises and for incidental purposes related thereto during the period beginning _____, and continuing until this Agreement is terminated as hereinafter provided.

SECTION THREE

Construction

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

SECTION FOUR
Maintenance by Licensee

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

SECTION FIVE
Utility Costs

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

SECTION SIX
Insurance

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

**SECTION SEVEN
Indemnification**

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

**SECTION EIGHT
Termination**

Either party may terminate this Agreement at any time, by giving written notice to the other, specifying the date of termination, such notice to be given not less than thirty (30) days prior to the date therein specified. Upon termination, the Licensee shall remove all improvements they made to the right-of-way and return the right-of-way to its original condition. Should the landscaping, street light and/or appurtenances, or any essential part thereof, be totally destroyed by fire or other casualty, this Agreement shall immediately terminate; and in the case of partial destruction, this Agreement may be terminated by either party by giving written notice to the other, specifying the date of termination, such notice to be given following such partial destruction and not less than five (5) days prior to the termination date therein specified. If Licensee shall make an assignment for the benefit of creditors, or be placed in receivership or adjudicated a bankrupt, or take advantage of any bankruptcy or insolvency law, City may terminate this Agreement by giving written notice to the Licensee, specifying the date of termination, such notice to be given not less than ten (10) days prior to the date therein specified. In the event this Agreement is terminated for any reason, the Licensee shall remove any and all improvements they made pursuant to this Agreement and Licensee shall return the public right-of-way to its original condition.

**SECTION NINE
General Provisions**

A. Binding. All rights, title and privileges herein granted including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the parties, their respective heirs, executors, administrators, successors, assigns and legal representatives.

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

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

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

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

Signed in the presence of:

CITY OF STRONGSVILLE

By: _____
Thomas P. Perciak, Mayor

“LICENSEE”

Anthony M. Catanzarite

Andrea M. Catanzarite

STATE OF OHIO)
) ss.
COUNTY OF CUYAHOGA)

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

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

Notary Public

STATE OF OHIO)
) ss.
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named **ANTHONY M. CATANZARITE and ANDREA M. CATANZARITE**, husband and wife, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Strongsville, Ohio, this 22 day of August, 2016.



NICHOLAS R. CATANZARITE,
Attorney At Law
Notary Public, State of Ohio
My commission has
no expiration date.
Section 147.03 O.R.C.

Notary Public

EXHIBIT A

And known as being subplot number 367 in Andrus Woods Westwood Farms Subdivision No. 16, Phase II, of part of Original Strongsville Township Lot No. 94 as shown by the recorded plat in Volume 374 of Maps, Page 8 of Cuyahoga County Records, as appears by said plat, be the same more or less, but subject to all legal highways.

(Permanent Parcel No. 392-02-090)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/24/2016

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

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

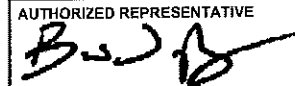
PRODUCER Brightstone Ins. Services, LLC 7530 Lucerne Drive #101 Middleburg Heights OH 44130	CONTACT NAME: Christine Stanfield PHONE (A/G. No., Ext): 440-260-1006 E-MAIL: cstanfield@brightstoneins.com ADDRESS:	FAX (A/G. No.): 440-260-0218
	INSURER(S) AFFORDING COVERAGE	
INSURED Anthony & Andrea Catanzarite 12522 Saddlebrook Lane Strongsville OH 44149	INSURER A: Encompass Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 1409201919** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			US281740265	12/4/2015	12/4/2016	EACH OCCURRENCE	\$2,000,000
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Personal Liability			US281740265	12/4/2015	12/4/2016	Limit	\$500,000

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

CERTIFICATE HOLDER City of Strongsville, an Ohio Municipal Corporation 16099 Foltz Parkway Strongsville OH 44149	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

CITY OF STRONGSVILLE
OFFICE OF THE COUNCIL

MEMORANDUM

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

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

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

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

AKP
Attachments

MEMORANDUM

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

FROM: Carol Oprea, Administrative Assistant, Boards & Commissions

SUBJECT: Referrals to Council

DATE: September 9, 2016

Please be advised that at its meeting of September 8, 2016, the Strongsville Planning Commission gave Favorable Recommendation to the following;

MEGHAN AND JOSEPH RUGGIERO

Addition of a street light on Saddlebrook Lane for property located at 12531 Saddlebrook Lane, PPN 392-02-094 zoned R1-100, **subject to the report of the Building Department and City Council approval of the License Agreement.**

NICHOLAS AND LAUREN CATANZARITE

Addition of a street light on Saddlebrook Lane for property located at 12534 Saddlebrook Lane, PPN 392-02-092 zoned R1-100, **subject to the report of the Building Department and City Council approval of the License Agreement.**

ANTHONY AND ANDREA CATANZARITE

Addition of a street light on Saddlebrook Lane for property located at 12522 Saddlebrook Lane, PPN 392-02-090 zoned R1-100, **subject to the report of the Building Department and City Council approval of the License Agreement.**

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2016 – 168

By: Mr. Carbone

A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS FOR THE PURCHASE OF HOT APPLIED CRACK SEALING 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 Hot Applied Crack Sealing for 2016 for use 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.

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. 2016-168 Amended: _____
 1st Rdg. 09-06-16 Ref: PSH
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 175

By: Mayor Perciak and Mr. DeMio

AN ORDINANCE RATIFYING, APPROVING AND AUTHORIZING THE MAYOR'S FILING OF AN APPLICATION WITH THE LOCAL GOVERNMENT INNOVATION FUND FOR A GRANT UNDER THE LOCAL GOVERNMENT EFFICIENCY PROGRAM, FOR FINANCIAL ASSISTANCE, FOR USE BY THE CITY OF STRONGSVILLE SOUTHWEST REGIONAL DISPATCH CENTER, AND DECLARING AN EMERGENCY.

WHEREAS, the Local Government Efficiency Program was established in Amended Substitute House Bill 59, enacted by the 130th General Assembly ("Am. Sub. HB 59") to provide direct financial resources for training in and implementation of process efficiency programs; and

WHEREAS this Program is funded through the Local Government Innovation Fund (hereinafter "Fund") and administered by the Ohio Development Services Agency; and

WHEREAS, under the Program, the Fund may award grants to political subdivisions to be used for funding of training in and implementation of process efficiency programs, such as the LeanOhio Dispatch Center Process Improvement Project, which is a collaboration between the City of Strongsville and the Cuyahoga Community College Corporate College; and

WHEREAS, therefore, the City, through its Human Resources Department has applied for any available funding for training to establish best practices for implementation of uniform terminology and protocols for many common calls to the City's Southwest Regional Dispatch Center, all in an amount up to approximately \$40,000.00, as more fully set forth in the attached Exhibit A, with the City's share of matching funds to be ten percent (10%).

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

Section 1. That this Council hereby ratifies, approves and authorizes the Mayor's executing and filing of an application with the Local Government Innovation Fund for a grant under the Local Government Efficiency Program for any available funding for training to establish best practices for implementation of uniform terminology and protocols for many common calls to the City's Southwest Regional Dispatch Center, all in an amount up to approximately \$40,000.00, with the City's share of matching funds to be ten percent (10%), as more fully set forth in the attached Exhibit

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 - 175

Page 2

A, and in the application on file in the office of the Human Resources Director; and further authorizes the Mayor, Director of Finance and Human Resources Director, and/or their authorized representatives to provide, execute and deliver whatever certifications, assurances and such other information as may be required in connection therewith.

Section 2. That the City's portion of costs to meet its obligations under the Grant Program, 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 it is immediately necessary to timely file such application in order for the City to participate in such grant funding, to continue to provide for the highest quality public safety services and operations, 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. 2016-175 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

Investment for Process Project

Project Steps	Project Step Description	Hours	Number of Participants	Final Pricing	Comparison: Public Course Listed Pricing
Step 1	Lean Six Sigma Project Kick-Off Meeting and Blended Learning Orientation	2 hours	All	Included	N/A
Step 2	The Human Side of Lean Training Effective Skills for Leaders and Teams Training: <ul style="list-style-type: none"> Driving Change Embracing Change 	8 hours <i>(Two 4-hr. workshops)</i>	Up to 30 (10 Champions / 20 Yellow Belts)	\$8,000 Each additional \$75	\$8,940 Public Listed Price: \$149 each session= \$298
Step 3	Lean Six Sigma Champion Training	12 hours <i>(8-hrs. classroom, 4-hrs. online)</i>	Up to 10	\$5,000 Each additional \$200	\$5,890 Public Listed Price: \$589
Step 4	Project Selection Discussion Workshop for LSSGB Candidates and Leaders	4 hours	All	Included	N/A
Step 5	Lean Six Sigma Yellow Belt Training	26 hours <i>(16-hrs. classroom, 10-hrs. online)</i>	Up to 20	\$21,600 Each additional \$750	\$24,000 Public Listed Price: \$1,200
Step 6	Office Hours / Project Support for Project Teams <ul style="list-style-type: none"> Estimated 5-6 Project Teams 	24 hours	N/A	Included	Public Course does not include project support
Step 7	Additional Facilitation/Coaching Support (Kaizen Event/5S)	24 hours	N/A	\$4,800	Public Course does not include project support
Step 8	Project Report Out for Certification <ul style="list-style-type: none"> Project Teams, Champions, Yellow Belts+ any additional Leaders 	4 hours	N/A	Included	Public Course does not include project support
Step 9	Project Completion Report Out Ceremony	2 hours	N/A	Included	Public Course does not include project support
Total Minimum Estimated Investment				<u>\$39,400</u> <i>(includes additional consulting/facilitation from steps 1, 4, 7, 8, 9)</i>	\$38,830 <i>(not including additional consulting/facilitation hours)</i>

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2016-176

BY: Mayor Perciak and All Members of Council

A RESOLUTION APPROVING THE REPORT OF THE ASSESSMENT EQUALIZATION BOARD ON OBJECTIONS CONCERNING THE ESTIMATED SPECIAL ASSESSMENTS FOR THE IMPROVEMENT OF BOWMAN DRIVE, FETZER DRIVE AND DRAKE ROAD BETWEEN CERTAIN TERMINI BY CONSTRUCTING SANITARY SEWERS, CATCH BASINS AND MANHOLES, INSTALLING SANITARY SEWER SERVICE CONNECTIONS, REPLACING, WHERE NECESSARY, PAVEMENT, DRIVEWAY APRONS, STORM SEWERS AND CULVERTS, AND CONSTRUCTING A WATER LINE IN FETZER DRIVE, ALL TOGETHER WITH THE NECESSARY APPURTENANCES THERETO, AND DECLARING AN EMERGENCY.

WHEREAS, the Assessment Equalization Board appointed by Resolution No. 2016-134 adopted by this Council on July 5, 2016, to hear and determine all objections to the estimated special assessments for the improvement of the entire lengths of Bowman and Fetzer Drives and Drake Road from Ash Drive to 360 feet west of Pearl Road by constructing sanitary sewers, catch basins and manholes, installing sanitary sewer service connections, replacing, where necessary, pavement, driveway aprons, storm sewers and culverts, and constructing a water line in Fetzer Drive, all together with the necessary appurtenances thereto, in accordance with Resolution No. 2016-102 adopted by this Council on May 16, 2016, has filed its report with this Council as to its determination of the objections, a copy of which is attached hereto as Attachment I; and

WHEREAS, Council has reviewed that report and deems it proper in all respects;

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

Section 1. The report of the Assessment Equalization Board referred to in the preambles to this resolution and attached hereto as Attachment I is approved. The estimated special assessments as reported by the Board shall be filed in the office of the Clerk of Council.

Section 2. This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this resolution were taken in an open meeting of this Council and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 3. This resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City and for the further reason that this resolution is required to be immediately effective to provide for the construction of the improvement, which is needed to eliminate hazards to the safety and health of the residents of the City by providing a system of centralized sewage collection, disposal and treatment; wherefore, this resolution shall be in full force and effect immediately upon its adoption and approval by the

Mayor, provided it receives the affirmative vote of at least five members of the Council, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

President of Council

Approved: _____
Mayor

Passed _____, 2016

Date Approved: _____, 2016

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

Attest: _____
Clerk of Council

RES
~~ORD.~~ No. 2016-176 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

Attachment I

REPORT OF ASSESSMENT EQUALIZATION BOARD

To the Council of the City of Strongsville, Ohio:

We, the Assessment Equalization Board appointed and acting pursuant to Resolution No. 2016-134 adopted July 5, 2016, report that at the time and place fixed by that resolution for its first meeting we took the oath of office and thereafter heard and determined all the objections of the property owners who filed objections to the estimated special assessments for the improvement of the entire lengths of Bowman and Fetzer Drives and Drake Road from Ash Drive to 360 feet west of Pearl Road by constructing sanitary sewers, catch basins and manholes, installing sanitary sewer service connections, replacing, where necessary, pavement, driveway aprons, storm sewers and culverts, and constructing a water line in Fetzer Drive, all together with the necessary appurtenances thereto, in accordance with Resolution No. 2016-102 adopted May 16, 2016 (the "Resolution"), declaring the necessity of that improvement.

This Board has considered each of the objections to the estimated special assessments, or to the amount and apportionment of those special assessments, and finds those objections are not well taken and therefore overrules and denies each objection.

The Board also finds that the estimated special assessments for this improvement on file with the Clerk of Council are in accordance with the provisions of the Resolution, are limited as to each lot and parcel of land to the special benefits conferred thereon, and are therefore approved.

This Board finds and determines that all formal actions of this Board concerning and relating to the rendering of this report were adopted in an open meeting of this Board and that all deliberations of this Board that resulted in those formal actions were in meetings open to the public in compliance with the law.

ASSESSMENT EQUALIZATION BOARD

John W. Rady, Chairman

Robert R. Lucarelli

Nick Stepanovich

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016-177

BY: Mayor Perciak and All Members of Council

AN ORDINANCE DETERMINING TO PROCEED WITH THE IMPROVEMENT OF BOWMAN DRIVE, FETZER DRIVE AND DRAKE ROAD BETWEEN CERTAIN TERMINI BY CONSTRUCTING SANITARY SEWERS, CATCH BASINS AND MANHOLES, INSTALLING SANITARY SEWER SERVICE CONNECTIONS, REPLACING, WHERE NECESSARY, PAVEMENT, DRIVEWAY APRONS, STORM SEWERS AND CULVERTS, AND CONSTRUCTING A WATER LINE IN FETZER DRIVE, ALL TOGETHER WITH THE NECESSARY APPURTENANCES THERETO, AND DECLARING AN EMERGENCY.

WHEREAS, on May 16, 2016 this Council has adopted Resolution No. 2016-102 declaring the necessity of making the improvement described in Section I (the Resolution); and

WHEREAS, this Council has adopted a resolution on this date approving the Report of the Assessment Equalization Board appointed by Resolution No. 2016-134;

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

Section 1. It is determined to proceed with the improvement of the entire lengths of Bowman and Fetzer Drives and Drake Road from Ash Drive to 360 feet west of Pearl Road by constructing sanitary sewers, catch basins and manholes, installing sanitary sewer service connections, replacing, where necessary, pavement, driveway aprons, storm sewers and culverts, and constructing a water line in Fetzer Drive, all together with the necessary appurtenances thereto, all as provided in the Resolution.

Section 2. The improvement shall be made in accordance with the provisions of the Resolution and with the plans, specifications, profiles and estimate of cost previously approved and now on file in the office of the Clerk of Council.

Section 3. Any claims for damages resulting from the improvement that have been legally filed shall be inquired into before commencing the construction of the improvement, and the Director of Law is authorized and directed to institute legal proceedings in a court of competent jurisdiction to inquire into those claims.

Section 4. The portion of the cost of the improvement to be assessed in accordance with the Resolution shall be assessed in the manner and the number of installments provided, and on the lots and lands described, in the Resolution.

Section 5. The estimated special assessments previously prepared and filed in the office of the Clerk of Council and as approved by the Assessment Equalization Board are adopted.

Section 6. The Clerk of Council shall deliver a certified copy of this Ordinance to the County Auditor within 15 days after its passage.

Section 7. Subject to the provisions of Section 727.24 of the Revised Code, the Mayor or other appropriate officer of this City is authorized and directed, as soon as the funds are available and the Director of Law has advised that the legal requirements in connection with the undertaking of the improvement are in order, to make and execute a contract for the improvement with the lowest and best bidder after advertising according to law, and the improvement shall be financed as provided in the Resolution.

Section 8. This Council finds and determines that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 9. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City and for the further reason that this ordinance is required to be immediately effective to provide for the construction of the improvement, which is needed to eliminate hazards to the safety and health of the residents of the City by providing a system of centralized sewage collection, disposal and treatment; wherefore, this ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor, provided it receives the affirmative vote of at least five members of the Council, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

 President of Council

Approved: _____
 Mayor

Passed: _____, 2016

Date Approved: _____, 2016

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

Attest: _____
 Clerk of Council

ORD. No. 2016-177 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 178

By: Mr. Carbone and Mr. Schonhut

AN ORDINANCE AMENDING SECTIONS 1242.07(b), 1258.02, 1258.03 and 1258.04, OF TITLE SIX OF PART TWELVE-PLANNING AND ZONING CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE IN ORDER TO ESTABLISH REGULATIONS FOR CERTAIN LARGE RETAIL BUSINESSES, AND DECLARING AN EMERGENCY.

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

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

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

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

1242.07 CONDITIONAL USE PERMITS.

* * *

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

* * *

- (12) Retail Stores Greater Than 75,000 Square Feet of Gross Floor Area. In addition to complying with the other applicable requirements and standards in Section 1242.07, each retail store greater than 75,000 square feet of gross floor area in a General Business District shall comply with the following specific standards and conditions:
- A. The minimum lot area shall be ten (10) acres.
 - B. The minimum lot frontage shall be three hundred (300) feet.

- C. Each retail store greater than 75,000 square feet shall have direct access only on either Royalton Road or Pearl Road.
- D. Each retail store greater than 75,000 square feet shall be located within a two (2) mile radius of an interchange on I-71 or I-80.

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

* * *

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

1258.02 USE REGULATIONS; LOCAL BUSINESS DISTRICT.

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

(a) Main Buildings and Uses Permitted.

- (1) Office buildings and offices, including professional, financial, govern mental, public utility, sales, executive and administrative;
- (2) Retail stores and services, **provided that no individual retail store shall be larger than 75,000 square feet of gross floor area, and where such stores and services are** conducted wholly within enclosed buildings and devoted to supplying neighborhood needs to the following limited extent:
 - A. Retail sales.
 - 1. The sale of baked goods, confectionery, groceries, meats, fruits, vegetables, dairy products and packaged beverages;
 - 2. The sale of drugs, gifts, antique and art goods, flowers, periodicals, musical instruments and supplies (provided that no loudspeakers broadcast onto the street) and sporting and athletic goods;
 - 3. The sale of wearing apparel, shoes and hats; variety stores;
 - 4. The sale of hardware, tools, paint, garden supplies and household appliances; and
 - 5. The sale, serving and consumption of food, soft drinks, juices and ice cream in carry-out and sit-down restaurants whenever such use is within a business building located adjacent to another business building having one or more party walls and a common roof with one or

more similar business buildings, but not as a separate business building or use, provided a conditional use permit is granted in accordance with the standards set forth in Section 1242.07 of the Zoning Code.

6. An outdoor eating area adjacent to and as an accessory use to the main building may be permitted provided a conditional use permit is granted in accordance with the standards set forth in Section 1242.07 of the Zoning Code.

B. Services.

1. Personal services, such as beauty and barber shops; interior decorating;
 2. Laundry agencies and laundromat; tailor, pressing and dry cleaning shops in which only nonexplosive nonflammable solvents are used provided that no work shall be done on the premises for retail outlets elsewhere; and
 3. Repair services, such as shoe and hat, radio and television, household appliances.
- (3) Retail sales in open yards to the following limited extent: Garden equipment and supplies, garden furniture, nursery stock and monuments may be sold on an open lot provided the operation is in connection with an established related business conducted within a store building or retail greenhouse, not more than 150 feet therefrom, and provided the sales in open yards comply with the setbacks established in Section 1258.11 of this Zoning Code.
- (4) Child/Adult Day Care Centers. Buildings and land for child/adult day care centers, provided that a conditional use permit is granted in accordance with the procedures and standards set forth in Section 1242.07 of this Zoning Code.

* * *

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

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

1258.03 USE REGULATIONS; GENERAL BUSINESS DISTRICT.

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

(a) Main Building and Uses Permitted.

- (1) Offices, stores, services and other use classifications as permitted in Local Business Districts;

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

with the standards set forth in Section 1242.07 of the Zoning Code.

8. Individual retail business stores of 100,000 square feet and larger may be permitted a limited area to display merchandise outside the store building in an approved designated, self-contained, screened area provided a conditional use permit is granted in accordance with the provisions of Section 1242.07 of this Zoning Code.
9. The sale and/or exchange of propane canisters not exceeding twenty (20) pounds at freestanding "big box" stores exceeding 50,000 square feet gross floor area; and freestanding "super" drug stores exceeding 14,000 square feet gross floor area provided a conditional use permit is granted in accordance with the provisions of Section 1242.07 of this Zoning Code.

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

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

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

11. **Individual retail stores of greater than 75,000 square feet of gross floor area may only be permitted provided that a conditional use permit is granted in accordance with the standards set forth in Section 1242.07 of this Zoning Code.**

* * *

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

Section 4. That Section 1258.04 of Chapter 1258 of Title Six of Part Twelve-Planning and Zoning Code of the Codified Ordinances of the City of Strongsville concerning Use Regulations; Shopping Center District, be and is hereby amended to read in its entirety as follows:

1258.04 USE REGULATIONS; SHOPPING CENTER DISTRICT.

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

- (a) Main Buildings and Uses Permitted.

- (1) **Retail stores greater than 75,000 square feet of gross floor area;**
 - (2) Indoor theaters; freestanding restaurants; and offices, stores, services and other use classifications as permitted in General Business Districts, except dwellings, wholesale offices and showrooms, mortuaries, transmittal towers, telephone exchanges, transformer stations, bus passenger stations, hotels and motels;
- (b) Similar Main Uses Permitted. Any other general business store, shop or service not listed above or in any subsequent use classification and determined as similar by the Planning Commission in accordance with standards set forth in Section 1242.08 of this Zoning Code; and
- (c) Accessory Uses Permitted. Any accessory use such as storage of goods or processing operations which are clearly incident to conducting a retail business, office or service establishment or other permitted main use, provided such an accessory use is compatible with contiguous office, retail and service establishments.
- (1) Accessory off-street parking and loading facilities as required in Chapter 1270 of this Zoning Code;
 - (2) Signs in Shopping Center Districts shall be designed, erected, altered, reconstructed, moved and maintained, in whole or in part, in accordance with the type, design size, location, illumination and other provisions set forth in Chapter 1272 of this Zoning Code;
 - (3) Oil and gas well drilling, operation and maintenance, provided that a conditional use permit is granted in accordance with standards and procedures set forth in Section 1242.07 of this Zoning Code;
 - (4) Outdoor dining in conjunction with an approved sit-down restaurant, provided that a conditional use permit is granted in accordance with standards and procedures set forth in Section 1242.07 of this Zoning Code.

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

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

Section 6. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is necessary to provide for the appropriate regulation of such establishments as conditional permitted uses in certain districts, and to ensure the safety of the general public. Therefore, provided this

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2016 – 178
Page 7

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

First reading: _____

Referred to Planning Commission

Second reading: _____

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. 2016-178 Amended: _____

1st Rdg. _____ Ref: _____

2nd Rdg. _____ Ref: _____

3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____

Adopted: _____ Defeated: _____

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 179

By: Mr. Carbone and Mr. Schonhut

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

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

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

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

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

1258.09 LAND COVERAGE.

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

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

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

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

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

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

First reading: _____

Referred to Planning Commission

Second reading: _____

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. 2016-179 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 180

By: Mr. Daymut

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ISSUE AND APPROVE CHANGE ORDER NO. 1 (FINAL) FOR AN INCREASE IN THE CONTRACT PRICE IN ACCORDANCE WITH THE PROVISIONS OF THE CONTRACT BETWEEN THE CITY OF STRONGSVILLE AND KONSTRUCTION KING, INC., IN CONNECTION WITH THE PAVEMENT RECONSTRUCTION PROGRAM FOR 2016, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Ordinance No. 2016-066, Council authorized the Mayor to enter into a contract with Konstruction King, Inc. for improvements to various streets in the City of Strongsville, in connection with the Pavement Reconstruction Program for 2016 (the "Project"), in an amount not to exceed \$1,245,562.00; and

WHEREAS, the City's Engineer now has advised and recommended that adjustments in the final Project cost are necessary due to additional work requested by the City, and the reconciliation of plan quantities with actual field quantities in the work performed by Konstruction King, Inc., and that accordingly it would be in the best interest of the City to provide additional payment for such changes in the work in the amount of \$58,947.75, for a new total Project cost as finally adjusted of \$1,304,509.75, as reflected in Exhibit "A" attached hereto and incorporated herein as if fully rewritten.

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

Section 1. That the Mayor be and is hereby authorized and directed to issue and approve Change Order No. 1 (Final) comprising additional work and reconciliation of plan and field quantities resulting in an increase to the Project cost in the amount of \$58,947.75, as recommended by the City Engineer, and reflected in Exhibit "A"; and after the issuance and approval of said Change Order No. 1 (Final) and completion of such work, to direct the Director of Finance to make payment to Konstruction King, Inc., in the additional amount of \$58,947.75, thereby increasing the total Project cost as finally adjusted to \$1,304,509.75.

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

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

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2016 – 180
Page 2

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

Section 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to provide for changes in the work in order to properly and timely complete the Project, to facilitate payment to the contractor for changes in the work and/or quantities of materials actually utilized, to avoid potential legal entanglements, 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. 2016-180 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

CHANGE ORDER

Order No. # 1 Final
Date: September 8, 2016
Agreement Date: April 4, 2016

Name of PROJECT: **2016 Pavement Reconstruction Program**

CONTRACTOR: **Konstruktion King, Inc.**

The following changes are hereby made to the CONTRACTOR DOCUMENTS:

Justification: Project close out to actual quantities

Change to CONTRACT PRICE

Original CONTRACT PRICE: **\$1,245,562.00**

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

The CONTRACT PRICE due to this CHANGE ORDER will be **increased** by:
\$58,947.75

The new CONTRACT PRICE including this CHANGE ORDER will be:
\$1,304,509.75

Change to CONTRACT TIME:

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

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

Requested by: _____
Konstruktion King, Inc.

Recommended by: _____
Ken Mikula, P. E., City Engineer

Accepted by: _____
Mayor Thomas P. Perciak

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2016 - 181
BY: MAYOR THOMAS P. PERCIAK

AN ORDINANCE MAKING APPROPRIATIONS FOR THE ANNUAL EXPENSES AND OTHER EXPENDITURES OF THE CITY OF STRONGSVILLE, OHIO, FOR THE YEAR 2016 AND REPEALING ORDINANCE NUMBER 2016-147.

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

Section 1: THAT THERE BE APPROPRIATED FROM THE FOLLOWING FUNDS AND AS FURTHER DETAILED IN THE SCHEDULE ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN:

<u>General Fund - 101</u>					
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
101	Total General Fund	\$ 16,116,800.00	\$ 7,961,800.00	\$ 13,356,300.00	\$ 37,434,900.00
<u>Special Revenue Funds - 200</u>					
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
203	Police Pension	\$ 1,262,300.00	\$ -	\$ -	\$ 1,262,300.00
204	Street Construction & Maintenance	5,199,100.00	4,519,400.00	-	9,718,500.00
205	State Highway Maintenance	-	140,000.00	-	140,000.00
206	Motor Vehicle License Tax	-	-	-	-
207	Emergency Vehicle Fund	-	969,000.00	-	969,000.00
208	Fire Levy	7,472,100.00	1,481,200.00	-	8,953,300.00
209	Fire Pension	1,407,000.00	-	-	1,407,000.00
211	Clerk of Court	-	40,000.00	-	40,000.00
212	Drainage Levy	-	1,325,000.00	-	1,325,000.00
214	Multi-Purpose Complex	3,152,700.00	2,081,800.00	-	5,234,500.00
215	Southwest General Hospital	-	347,242.00	-	347,242.00
216	Law Enforcement Federal Seizures	-	2,000.00	-	2,000.00
217	Law Enforcement State Seizures	-	12,000.00	-	12,000.00
218	Law Enforcement Drug Fine	-	400.00	-	400.00
219	Law Enforcement DWI/DUI	-	10,000.00	-	10,000.00
220	Tree Fund	-	110,000.00	-	110,000.00
222	Community Diversion	11,300.00	3,000.00	-	14,300.00
224	Earned Benefits	405,800.00	-	-	405,800.00
200	Total Special Revenue Funds	\$ 18,910,300.00	\$ 11,041,042.00	\$ -	\$ 29,951,342.00
<u>Debt Service Funds - 300</u>					
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
331	General Bond Retirement	\$ -	\$ 15,732,032.00	\$ -	\$ 15,732,032.00
333	Pearl Road TIF # 1 Fund	-	8,247,985.00	-	8,247,985.00
334	Royalton Road TIF Fund	-	205,800.00	-	205,800.00
335	Pearl Road TIF # 2 Fund	-	-	-	-
336	Pearl Road TIF # 3 Fund	-	1,800.00	-	1,800.00
337	Westwood Commons TIF	-	28,300.00	-	28,300.00
300	Total Debt Service Funds	\$ -	\$ 24,215,917.00	\$ -	\$ 24,215,917.00
<u>Capital Improvement Capital Project Funds - 400</u>					
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
441	Recreation Capital Improvement	\$ -	\$ 1,119,000.00	\$ -	\$ 1,119,000.00
442	General Capital Improvement	-	4,732,543.00	-	4,732,543.00
444	Pearl Road Capital Improvement	-	-	155,907.00	155,907.00
400	Total Capital Project Funds	\$ -	\$ 5,851,543.00	\$ 155,907.00	\$ 6,007,450.00

<u>Enterprise Funds - 500</u>					
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
551	Sanitary Sewer	\$ 1,345,400.00	\$ 6,158,635.00	\$ -	\$ 7,504,035.00

<u>Internal Service Fund - 600</u>					
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
664	Workers' Compensation Reserve	\$ -	\$ 1,194,500.00	\$ -	\$ 1,194,500.00
Grand Total All Funds		\$ 36,372,500.00	\$ 56,423,437.00	\$ 13,512,207.00	\$ 106,308,144.00

<u>Itemized list of Transfers and Advances by Fund</u>	
Description	Amount
General Fund to Street Construction Fund	\$ 3,370,000.00
General Fund to Fire Levy Fund	2,965,000.00
General Fund to Multi-Complex Fund	2,100,000.00
General Fund to Police Pension Fund	840,000.00
General Fund to Fire Pension Fund	1,044,000.00
General Fund to Drainage Levy Fund	1,000,000.00
General Fund to Earned Benefits Fund	300,000.00
General Fund to General Bond Retirement Fund	109,000.00
General Fund to Recreation Capital Improvement Fund	500,000.00
General Fund to General Capital Improvement Fund	1,100,000.00
Total Transfers	\$ 13,328,000.00
General Fund to Westwood Commons TIF Fund	28,300.00
Pearl Road Capital Improvement Fund Phase II to General Fund	155,907.00
Total Advances and Advance Repayments	\$ 184,207.00
Total Transfers, Advances and Advance Repayments	\$ 13,512,207.00

Section 2: That all expenditures within the fiscal year ending December 31, 2016 shall be made in accordance with the code accounts set forth above, and shall be made within the appropriations herein provided.

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: AS AN ORDINANCE providing for the appropriation of monies and consistent with the City's Charter Article III, Section 13, this Ordinance shall take effect immediately upon its passage and approval by the Mayor, or otherwise at the earliest time allowed by law.

President of Council

Approved: _____
Mayor

Date Passed

Date Approved

Attest: _____
Clerk of Council

	Yea	Nay
Carbone	_____	_____
Daymut	_____	_____
DeMio	_____	_____
Dooner	_____	_____
Schonhut	_____	_____
Short	_____	_____
Southworth	_____	_____

ORD. No. 2016-181 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

EXHIBIT "A"
SCHEDULE OF BUDGETS BY DEPARTMENT - page 1 of 2

Dept #	Department	Personal Services	Other	Transfers & Advances	Total
011410	Council	\$ 315,700.00	\$ 26,000.00	\$ -	\$ 341,700.00
011411	Mayors Office	339,300.00	15,300.00	-	354,600.00
015412	Police Department	8,817,900.00	1,356,700.00	-	10,174,600.00
011413	Human Resources	223,600.00	100,200.00	-	323,800.00
011414	Finance Department	496,900.00	22,600.00	-	519,500.00
011415	Legal Department	450,300.00	125,900.00	-	576,200.00
011416	Communication & Technology	637,200.00	810,500.00	-	1,447,700.00
011417	Building Department	1,017,700.00	361,300.00	-	1,379,000.00
011418	Mayors Court	161,900.00	43,400.00	-	205,300.00
011420	Rubbish Department	-	2,441,500.00	-	2,441,500.00
011421	Cemetery Department	119,600.00	196,200.00	-	315,800.00
011422	Architectural Board of Review	-	6,000.00	-	6,000.00
011423	Planning Commission	104,400.00	67,000.00	-	171,400.00
011424	Civil Service	-	94,100.00	-	94,100.00
011425	Board of Appeals	-	11,000.00	-	11,000.00
011428	Parks Department	102,600.00	293,100.00	-	395,700.00
011430	General Miscellaneous	-	1,632,400.00	-	1,632,400.00
011435	Economic Development	142,900.00	144,600.00	-	287,500.00
015414	Corrections Officers	781,200.00	140,500.00	-	921,700.00
011435	Joint Dispatch Center	2,249,500.00	67,500.00	-	2,317,000.00
011452	Public Safety	156,100.00	6,000.00	-	162,100.00
011468	Non Government Transfers	-	-	13,356,300.00	13,356,300.00
Total General Fund		\$ 16,116,800.00	\$ 7,961,800.00	\$ 13,356,300.00	\$ 37,434,900.00
031000	Police Pension	1,262,300.00	-	-	1,262,300.00
046419	Street Repairs	4,402,600.00	2,764,900.00	-	7,167,500.00
046426	Traffic Signal Maintenance	109,500.00	230,500.00	-	340,000.00
046427	Snow Removal	-	689,000.00	-	689,000.00
046433	Municipal Garage	687,000.00	835,000.00	-	1,522,000.00
056000	State Highway Maintenance	-	140,000.00	-	140,000.00
066000	Motor Vehicle License Tax	-	-	-	-
075000	Emergency Vehicle Fund	-	969,000.00	-	969,000.00
085000	Fire Levy	7,472,100.00	1,260,700.00	-	8,732,800.00
085001	Fire Station Ward 1	-	44,000.00	-	44,000.00
085002	Fire Station Ward 2	-	32,100.00	-	32,100.00
085003	Fire Station Ward 3	-	35,500.00	-	35,500.00
085004	Fire Station Ward 4	-	108,900.00	-	108,900.00
095000	Fire Pension	1,407,000.00	-	-	1,407,000.00
111000	Clerk of Court	-	40,000.00	-	40,000.00
121000	Drainage Levy	-	1,325,000.00	-	1,325,000.00
143304	Sports Programs	264,600.00	188,000.00	-	452,600.00
143305	Recreation Administration	453,500.00	659,000.00	-	1,112,500.00
143306	Fitness	446,500.00	135,900.00	-	582,400.00
143309	Ice Rink	-	281,000.00	-	281,000.00
143310	Aquatics	651,300.00	98,100.00	-	749,400.00
143311	Recreation Programs	246,400.00	38,400.00	-	284,800.00
143430	Special Events	-	15,200.00	-	15,200.00
143431	Old Town Hall	10,200.00	16,100.00	-	26,300.00
143439	Senior Services	560,500.00	403,900.00	-	964,400.00
143451	Recreation Maintenance	519,700.00	203,000.00	-	722,700.00
143500	Program Refunds	-	43,200.00	-	43,200.00
152000	Southwest General Hospital	-	347,242.00	-	347,242.00
165000	Law Enforcement Federal Seizures	-	2,000.00	-	2,000.00
175000	Law Enforcement State Seizures	-	12,000.00	-	12,000.00
185000	Law Enforcement Drug Fine	-	400.00	-	400.00
195000	Law Enforcement DWI/DUI	-	10,000.00	-	10,000.00
204000	Tree Maintenance	-	110,000.00	-	110,000.00
225000	Community Diversion	11,300.00	3,000.00	-	14,300.00
224000	Earned Benefits	405,800.00	-	-	405,800.00
Total Special Revenue Funds		\$ 18,910,300.00	\$ 11,041,042.00	\$ -	\$ 29,951,342.00

EXHIBIT "A"
SCHEDULE OF BUDGETS BY DEPARTMENT - page 2 of 2

Dept #	Department	Personal Service	Other	Transfers & Advances	Total
311000	General Bond Retirement	-	15,732,032.00	-	15,732,032.00
333000	Pearl Road TIF # 1	-	8,247,985.00	-	8,247,985.00
334000	Royalton Road TIF	-	205,800.00	-	205,800.00
335000	Pearl Road TIF # 2	-	-	-	-
336000	Pearl Road TIF # 3	-	1,800.00	-	1,800.00
337000	Westwood Commons TIF	-	28,300.00	-	28,300.00
	Total Debt Service	\$ -	\$ 24,215,917.00	\$ -	\$ 24,215,917.00
413000	Recreation Capital Improvement	-	1,119,000.00	-	1,119,000.00
421000	General Capital Improvement	-	4,732,543.00	-	4,732,543.00
446200	Pearl Road Capital Improvement Phase II	-	-	155,907.00	155,907.00
	Total Capital Projects	\$ -	\$ 5,851,543.00	\$ 155,907.00	\$ 6,007,450.00
512501	Engineering and Administration	651,000.00	984,400.00	-	1,635,400.00
512502	Plant Expenditures	-	3,023,500.00	-	3,023,500.00
512503	Line Expenditures	694,400.00	583,000.00	-	1,277,400.00
512504	Sewer Capital Improvements	-	1,242,000.00	-	1,242,000.00
512505	Sewer Debt Payments	-	325,735.00	-	325,735.00
	Total Sanitary Sewer	\$ 1,345,400.00	\$ 6,158,635.00	\$ -	\$ 7,504,035.00
664000	Workers Compensation	-	1,194,500.00	-	1,194,500.00
	GRAND TOTAL	\$ 36,372,500.00	\$ 56,423,437.00	\$ 13,512,207.00	\$ 106,308,144.00

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2016 – 182

By: Mayor Perciak and Mr. Dooner

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

WHEREAS, from time to time during the fiscal year 2017, before and subsequent to tax settlement dates, the City of Strongsville will require certain funds for the continuity of necessary services, where such funds are drawn from both general operating funds and special assessment funds; and

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

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

Section 1. That the Fiscal Officer of this County is respectfully requested to advance funds to the City of Strongsville from the proceeds of the 2017 tax year collection including, without limitation, revenues from both the general operating funds and special assessment funds, upon request of the Director of Finance of this City, and that the amount of such advance or advances be charged to the City of Strongsville and deducted from funds due this City but not distributed.

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

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

Section 4. That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City; and for the further reason that it is necessary to obtain in advance general operating and special assessment funds for the orderly payment of certain obligations of the City. Therefore, provided this Resolution receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and

CITY OF STRONGSVILLE, OHIO
RESOLUTION NO. 2016 – 182
Page 2

be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
Clerk of Council

RES
ORD. No. 2016-182 Amended: _____

1st Rdg. _____ Ref: _____

2nd Rdg. _____ Ref: _____

3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____

Adopted: _____ Defeated: _____

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2016 – 183

By: Mayor Perciak and All Members of Council

A RESOLUTION DECLARING AND IMPOSING A MORATORIUM ON ACCEPTANCE OF APPLICATIONS FOR AND ISSUANCE OF APPROVALS, LICENSES AND/OR PERMITS FOR THE CONSTRUCTION, RECONSTRUCTION OR USE OF WIRELESS TELECOMMUNICATION FACILITIES AND WIRELESS TELECOMMUNICATION TOWERS IN THE CITY'S PUBLIC RIGHT-OF-WAY, FOR A PERIOD NOT TO EXCEED SIX MONTHS FROM THE EFFECTIVE DATE OF THIS RESOLUTION, IN ORDER TO ALLOW FOR THE ESTABLISHMENT OF NEW AND/OR REVISED REGULATORY MEASURES FOR THE USE OF THE CITY'S PUBLIC RIGHT-OF-WAY AND TO ADDRESS TECHNOLOGICAL ADVANCES IN THE WIRELESS COMMUNICATION INDUSTRY, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to the Constitution of the State of Ohio and Ohio Revised Code, municipalities have the right to enact planning and zoning laws that are for the health, safety, welfare, comfort and peace of the citizens of the municipality; and

WHEREAS, the City of Strongsville has the right to establish regulations for the use, placement and construction of various structures and devices in the public right-of-way; and

WHEREAS, the City of Strongsville has established regulations for the orderly placement and construction of wireless communication facilities and wireless telecommunication towers within its municipal borders; and

WHEREAS, it has become apparent recently that technological advances in the wireless communication industry, particularly as they relate to the use, placement and construction of structures and devices within the City's public right-of-way, could necessitate changes in and to the Codified Ordinances to keep pace with the advances in technology; and

WHEREAS, as such, a reasonable period of time to prepare and enact such changes is desirable and necessary for the City's Administration to undertake a review of all applicable codes and regulations statewide and within the City in order to make recommendations, if required, to City Council for that purpose; and

WHEREAS, Council deems it to be in the best interests of the community and for the protection and preservation of the public health, safety and welfare to adopt a moratorium on the acceptance and issuance of approvals, licenses and/or permits for

CITY OF STRONGSVILLE, OHIO
RESOLUTION NO. 2016 – 183
Page 2

the construction, reconstruction, use or change of use of wireless communication facilities and wireless telecommunication towers in the City's public right-of-way.

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

Section 1. That Council hereby imposes a moratorium on the acceptance of any applications and the granting of building permits or certificates of occupancy, or approval of any site plans for any construction, reconstruction, use or change of use of any wireless telecommunication facility and wireless telecommunication tower in the City's public right-of-way, for a period not to exceed six (6) months from the effective date of this Resolution, in order to allow the City Administration, City Council and Planning Commission to review applicable Ohio and City statutes, codes and regulations relative to such uses and develop new and/or revised regulatory measures for the City's public right-of-way, if required.

Section 2. That for the purpose of this Resolution, "wireless telecommunication facility" shall have the same meaning as that term is defined in Section 1273.02(i) of the Strongsville Codified Ordinances.

Section 3. That for the purpose of this Resolution, "wireless telecommunication tower" shall have the same meaning as that term is defined in Section 1273.02(j) of the Strongsville Codified Ordinances.

Section 4. That no applications shall be accepted and building permits, certificates of occupancy, approval of site plans, or approval of any other permits shall not be granted to anyone who intends to use or devote any area of any public right-of-way for the construction, reconstruction, use or reuse of any wireless telecommunication facility or wireless telecommunication tower for the duration of the moratorium.

Section 5. That the moratorium shall be in effect for a period of six (6) months from the effective date of this Resolution or until changes are enacted to amend the Codified Ordinances of the City of Strongsville, to address these issues, or until Council approves legislation explicitly revoking this moratorium, whichever occurs first.

Section 6. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council, and any of its committees, that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements.

Section 7. That this Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary in order to afford the City a sufficient period of time to properly research and address the issues

CITY OF STRONGSVILLE, OHIO
RESOLUTION NO. 2016 – 183
Page 3

associated with the use of the public right-of-way by the wireless telecommunication industry. Therefore, provided this Resolution receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

 President of Council

Approved: _____
 Mayor

Date Passed: _____ Date Approved: _____

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

Attest: _____
 Clerk of Council

RES
 ORD. No. 2016-183 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

 Pub Hrg. _____ Ref: _____
 Adopied: _____ Defeated: _____

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 184

By: Mayor Perciak and All Members of Council

AN ORDINANCE AMENDING SECTION 2 OF ORDINANCE NO. 2016-125 TO INCREASE THE APPROPRIATED CONTRACT AMOUNT AND AMEND THE CONTRACT WITH MUSCO LIGHTING, LLC FOR THE PURCHASE OF CERTAIN ITEMS AND INSTALLATION OF AN OUTDOOR LIGHTING SYSTEM TO BE INSTALLED AT VOLUNTEER PARK, WITHOUT PUBLIC BIDDING; AND DECLARING AN EMERGENCY.

WHEREAS, through adoption of Ordinance No. 2016-125, the Council approved and authorized the Mayor to enter into a contract with Musco Lighting, LLC for the purchase of certain items and installation of an outdoor lighting system to be installed at Stroemple Field at Volunteer Park, in a total amount not to exceed \$123,100.00; and

WHEREAS, since then, the Service Department has determined that installation of controller equipment, not part of the original project, was required in order to properly complete the project; and

WHEREAS, the City's Service Director, therefore, has now recommended that it is necessary to amend the contract with Musco Lighting, LLC, and to increase the not-to-exceed amount in the authorizing Ordinance due to such additional equipment required, in the amount of \$5,336.00, as more fully set forth in the invoice attached hereto as Exhibit A.

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

Section 1. That Section 2 of Ordinance No. 2016-125 is hereby amended to read in its entirety as follows:

“Section 2. That, for the reasons aforesaid, this Council hereby authorizes the Mayor's entering into a contract with **MUSCO LIGHTING, LLC**, without public bidding, in an amount not to exceed ~~\$123,100.00~~**\$128,436.00**, for labor and materials, for the purchase and installation of the aforementioned outdoor lighting system, as more fully set forth in Exhibit A attached hereto and incorporated herein by reference, and in a form approved by the Law Director.

Section 2. That for the reasons aforesaid, this Council hereby approves and authorizes the Mayor to enter into an amendment to the contract with **MUSCO LIGHTING, LLC** for purchase of certain items and installation of an outdoor lighting system at the City's Volunteer Park, in order to increase the not-to-exceed amount an additional \$5,336.00 from \$123,100.00 to \$128,436.00; and to remit payment for the invoice attached hereto as Exhibit A in the total amount of \$128,436.00.

Section 3. That the funds for the purposes of this Ordinance have been appropriated and shall be paid from the Multi-Purpose Complex Fund and the Recreation Capital Improvement Fund.

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

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 amend the prior Ordinance and contract in order to provide sufficient funds for payment of additional equipment required to complete the project, and to conserve public funds. Therefore, provided this Ordinance receives the unanimous affirmative vote of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor.

_____ Approved: _____
 President of Council Mayor

Date Passed: _____ Date Approved: _____

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

Attest: _____
 Clerk of Council

ORD. No. 2016-184 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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



Musco Sports Lighting, LLC
 100 1st Ave West
 PO Box 808
 Oskaloosa, IA 52577-0808

INVOICE: 287713

Invoice Date: 08/26/16

Account #: 8696

Project #: 131453

Volunteer Park Stroemble Field Relocated From JOM1

SOLD TO:

City of Strongsville
 16066 Foltz Parkway
 Strongsville, OH 44149
 USA

Attn: Accounts Payable

SHIP TO:

Volunteer Park
 21410 West Lunn Road
 Strongsville, OH 44136
 USA

PLEASE DETACH AND RETURN WITH PAYMENT

INVOICE	Account #	Purchase Order #	Ship Via	Freight	Ship Date
287713	8696	27770-02			08/26/16

Project: 131453 Volunteer Park Stroemble Field Relocated From JOM17560P2

Line	Quantity	Part Number/Description	Unit Price	Ext Price
		Billing for the lighting project for Volunteer Park Stroemble Field relocated from JOM17560P2		128,436.00
		<i>Volunteer Park Relocation: \$123,100</i>		
		<i>Change Order: \$5,336</i>		



QUESTIONS? Call (800) 825-6020 -or- E-mail AR@Musco.com

Thank You!

TERMS	SALES REPRESENTATIVE	TOTAL AMOUNT	128,436.00
Net 30	Joe Fox	AMOUNT BILLED TO DATE	0.00
A SERVICE CHARGE OF 1 1/2% PER MONTH (ANNUAL PERCENTAGE RATE OF 18%) WILL BE CHARGED ON ALL INVOICES 30 DAYS PAST DUE		UNBILLED BALANCE	0.00
REMIT TO: Musco Sports Lighting, LLC 100 1st Ave West PO Box 808 Oskaloosa, IA 52577-0808		AMOUNT DUE	128,436.00
Federal Identification Number: 42-1511754			

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 185

By: Mayor Perciak and All Members of Council

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

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

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

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

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

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

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2016 – 185
Page 2

and welfare of the City, and for the further reason that the immediate sale of such obsolete and surplus vehicles is necessary in order to provide needed storage space for various City Departments, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

 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. 2016-185 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

EXHIBIT A

FIRE; POLICE; RECREATION/SENIORS; SERVICE DEPARTMENTS VEHICLES TO AUCTION SEPTEMBER, 2016

2000	Utility 1	Chevy Cargo Van (Fire Department)	VIN #1GCHG35R2Y1266861
2003	Car 5	Ford Expedition (Fire Department)	VIN #1FMPU16L73LB01657
2006	Unit A-6	Crown Victoria (Police Department)	VIN #2FAP71W87X102603
2008	Bus 400	Ford E-350 (Recreation/Seniors)	VIN #1FD3E35L38DA05762
1984	Unit 084	International (Service Department)	VIN #1HTZUTVT9EHA39720
1997	Unit 397	Dodge (Service Department)	VIN #1B7GG23Y4VS207056
2001	Unit 0501	Dodge Ram (Service Department)	VIN #3B7KF26671M563589
2006	Unit 2106	Ford Explorer (Service Department)	VIN #1FMEU72E16UB58162

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2016 – 186

By: Mayor Perciak and All Members of Council

**A RESOLUTION IN SUPPORT OF PROSTATE CANCER
AWARENESS DURING THE MONTH OF SEPTEMBER.**

WHEREAS, each September, the United States recognizes National Prostate Cancer Awareness Month in order to help defeat this most commonly diagnosed form of cancer among men and the second leading cause of cancer deaths among men; and

WHEREAS, approximately 180,890 men will be diagnosed with prostate cancer in the United States, and an estimated 29,000 men will lose their lives to prostate cancer in 2016; and in Ohio, it is estimated that 6,780 men will be diagnosed with the disease this year; and

WHEREAS, there are estimated to be three million prostate cancer patients and survivors fighting their personal battles with this disease every day; and

WHEREAS, one in seven men will get prostate cancer sometime in their lifetime, and veterans are one and one-half times more likely to get prostate cancer, with African American men at the highest risk for the disease; and

WHEREAS, education regarding prostate cancer and early detection strategies are critical to saving lives and preserving and protecting our families; and

WHEREAS, the encouraging news is that if diagnosed early, the five-year survival rate is almost 100 percent; and

WHEREAS, therefore, all men are at risk for prostate cancer, and we encourage the citizens of the City of Strongsville to increase their knowledge of the symptoms of this disease and to understand the importance of prostate screenings.

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

Section 1. That the City, through the Mayor and this Council, recognize the importance of National Prostate Cancer Awareness in the month of September, and encourage the residents of the City of Strongsville to become more informed about this disease and to understand the importance and value of prostate screenings.

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

CITY OF STRONGSVILLE, OHIO
RESOLUTION NO. 2016 – 186
Page 2

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

President of Council

Approved: _____
Mayor

Date Passed: _____ Date Approved: _____

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

Attest: _____
Clerk of Council

RES
ORD. No. 2016-186 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 187

By: Mayor Perciak and Mr. DeMio

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

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

WHEREAS, Seitz Builders, Inc. has submitted to the City's Building Commissioner a change order for an increase in the contract price for the costs incurred due to additional labor, materials and equipment, in connection with removal and installation of a concrete sidewalk and curb, in the amount of \$10,540.00; and

WHEREAS, the City's Building Commissioner has recommended that it would be in the best interest of the City to accept the change order submitted by Seitz Builders, Inc. in the amount of \$10,540.00 for the additional labor, materials and equipment for the removal and installation of a concrete sidewalk and curb, all as more fully set forth in Exhibit "A" attached hereto and incorporated as if fully rewritten herein

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

Section 1. That the Mayor be and is hereby authorized and directed to issue and approve a Change Order in the net amount of \$10,540.00, as recommended by the City's Building Commissioner; and after the issuance and approval of said Change Order, to direct the Director of Finance to make payment to **SEITZ BUILDERS, INC.**, in the additional amount of \$10,540.00, thereby increasing the contract price to \$597,440.00, in compliance with the terms and conditions of the contract.

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 187

Page 2

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

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

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. 2016-187 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

SEITZ BUILDERS, INC.

PAGE 1 OF 3

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

**P.C.O.S. #1- REMOVE AND REPLACE SIDEWALK AND CURBING @ NORTHSIDE OF
EXISTING BUILDING**

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

DATE: 9-14-16

OWNER'S NAME: CITY OF STRONGSVILLE

JOB NAME: STRONGSVILLE FIRE STTION #3 RENOVATION

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

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

SEE ATTACHED PRICING QUOTE.

SEITZ BUILDERS, INC.

PAGE 2 OF 3

PCOS # - 1

REMOVE EXISTING CONCRETE SIDEWALK AND 24" CURB AND HAUL AWAY
REMOVE EXISTING STONE AND SOIL
PREP. AND REGRADE SUBGRADE MATERIAL
POUR NEW INTREGAL 4" WALK AND 24" CURB WITH 4000# AIR ENTRAINED CONCRETE
INSTALL EXPANSION JOINT MATERIAL AND CAULKING
PROVIDE 1- APPLICATION OF CURE AND SEAL ON NEW CONCRETE

SEITZ BUILDERS , INC. HR.@ \$75.00/HR COST OF SUPERVISION AND FIELD OFFICE PERSONNEL DIRECTLY ATTRIBUTED TO THIS CHANGE	INCL. _____
TOTAL COSTS	\$ 12,040.00
10 % OVERHEAD	INCL.
SUBTOTAL	\$ 12,040.00
<u>3% BOND & INSURANCE</u>	<u>INCL.</u>
TOTAL	\$ 12,040.00
ALTERNATE A-6	\$ (1,500.00)
TOTAL COST FOR CONCRETE REPLACEMENT	\$ 10,540.00

WE WILL REQUIRE A WRITTEN CHANGE ORDER ACCORDING TO THE CONTRACT DOCUMENTS. WE WILL NEED 0 ADDITIONAL DAYS TO COMPLETE THIS WORK, PROVIDING A SIGNED CHANGE ORDER IN ACCORDANCE TO THE CONTRACT DOCUMENTS IS RECEIVED BEFORE 9/8/16, IF NOT RECEIVED BEFORE THIS DATE THE ABOVE PRICING IS NULL AND VOID.
CITY OF STRONGSVILLE

SIGNATURE: _____ DATE _____
OWNER Thomas P. Perciak, Mayor

SIGNATURE: _____ DATE _____
SEITZ BUILDERS, INC.

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

SEITZ BUILDERS, INC.

PAGE 3 OF 3

CHANGE ORDER ARTICLES (To be included with each Change Order agreement)

ARTICLE I

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

ARTICLE II

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

ARTICLE III

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

SFS#3- P.C.O.S. #1