

# City of Strongsville

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

February 16, 2017

## 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  
At-Large

Duke Southworth  
At-Large

Aimee Pientka, MMC  
Clerk of Council

Tiffany Mekeel, CMC  
Assistant Clerk of Council

## MEETING NOTICE

City Council has scheduled the following meetings for **Tuesday, February 21, 2017**, to be held in the Caucus Room and the Council Chamber at the ***Mike Kalinich Sr. City Council Chamber, 18688 Royalton Road***:

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

**7:30 P.M.**

**Planning, Zoning and Engineering Committee** will meet to discuss Ordinance Nos. 2017-012, 2017-020, 2017-021 and Resolution Nos. 2017-022 and 2017-023.

**Public Safety and Health Committee** will meet to discuss Ordinance No. 2017-024.

**Recreation and Community Services Committee** will meet to discuss Ordinance Nos. 2017-025 and 2017-026.

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

**Committee of the Whole** will meet to discuss Ordinance No. 2017-027 and Resolution No. 2017-028.

**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**  
**TUESDAY, FEBRUARY 21, 2017 AT 8:00 P.M.**  
Mike Kalinich Sr. City Council Chamber  
18688 Royalton Road, Strongsville, Ohio

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**AGENDA**

1. CALL TO ORDER:
2. PLEDGE OF ALLEGIANCE:
3. CERTIFICATION OF POSTING:
4. ROLL CALL:
5. COMMENTS ON MINUTES:
  - *Council Meeting – February 6, 2017*
6. APPOINTMENTS, CONFIRMATIONS, AWARDS AND RECOGNITION:
  - *Mayor's re-appointment of Richard D. Baldin to a four (4) year term on the City's Board of Zoning Appeals, effective retroactive to February 16, 2017, and expiring on February 15, 2021.*
7. REPORTS OF COUNCIL COMMITTEE:
  - SCHOOL BOARD – Mr. Dooner:
  - SOUTHWEST GENERAL HEALTH SYSTEM – Mr. Carbone:
  - BUILDING AND UTILITIES – Mr. Schonhut:
  - COMMUNICATIONS AND TECHNOLOGY – Mr. Schonhut:
  - ECONOMIC DEVELOPMENT– Mr. Daymut:
  - FINANCE – Mr. Short:
  - PLANNING, ZONING AND ENGINEERING – Mr. Daymut:
  - PUBLIC SAFETY AND HEALTH – Mr. DeMio:
  - PUBLIC SERVICE AND CONSERVATION – Mr. Carbone:
  - RECREATION AND COMMUNITY SERVICES – Mr. Southworth:
  - COMMITTEE-OF-THE-WHOLE – Mr. Dooner:

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. 2017-012 by Mr. Daymut. AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN REAL PROPERTY LOCATED AT 22044 ROYALTON ROAD, IN THE CITY OF STRONGSVILLE, FROM GI (GENERAL INDUSTRIAL) CLASSIFICATION TO R1-125 (ONE FAMILY 125) CLASSIFICATION (PPN 392-08-002). *First reading and referred to Planning Commission 02-06-17. Favorable recommendation by Planning Commission 02-09-17.*
- Ordinance No. 2017-020 by Mr. Daymut. AN ORDINANCE ACCEPTING FOR RECORDING PURPOSES ONLY THE PLAT OF SIEDEL FARMS RE-SUBDIVISION NO. 3A FOR THE LOT SPLIT AND CONSOLIDATION OF PERMANENT PARCEL NUMBERS (PPNs) 392-13-001, 392-13-057 (SUBLOT NO. 16A) AND 392-13-058 (SUBLOT NO. 17A), WITHIN THE SIEDEL FARMS SUBDIVISION NO. 3, IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Ordinance No. 2017-021 by Mayor Perciak and Mr. Daymut. AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT A GRANT OF EASEMENT FOR STORM SEWER SYSTEM PURPOSES FROM DAVID JURCICH, JR. AND REBECCA R. JURCICH, AND DECLARING AN EMERGENCY.
- Resolution No. 2017-022 by Mayor Perciak and Mr. Daymut. A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS FOR THE PAVEMENT RECONSTRUCTION PROGRAM FOR 2017 IN THE CITY OF STRONGSVILLE.
- Resolution No. 2017-023 by Mayor Perciak and All Members of Council. A RESOLUTION DECLARING IT NECESSARY TO IMPROVE PRIEM ROAD BETWEEN CERTAIN TERMINI BY CONSTRUCTING SANITARY SEWERS, CATCH BASINS AND MANHOLES, INSTALLING SANITARY SEWER SERVICE CONNECTIONS, AND REPLACING, WHERE NECESSARY, PAVEMENT, DRIVEWAY APRONS, STORM SEWERS AND CULVERTS, ALL TOGETHER WITH THE NECESSARY APPURTENANCES THERETO, AND DECLARING AN EMERGENCY.

- Ordinance No. 2017-024 by Mayor Perciak and Mr. DeMio. AN ORDINANCE ESTABLISHING THE MAXIMUM NUMBER OF UNIFORMED OFFICERS IN THE POLICE DEPARTMENT, AND DECLARING AN EMERGENCY.
- Ordinance No. 2017-025 by Mayor Perciak and Mr. Southworth. AN ORDINANCE APPROVING THE FILING OF AN APPLICATION ON BEHALF OF THE CITY OF STRONGSVILLE FOR FUNDING FROM NOACA THROUGH THE ENHANCED MOBILITY FOR SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAM, FOR THE PURCHASE OF A VEHICLE TO PROVIDE TRANSPORTATION SERVICES FOR THE CITY'S SENIOR SHEELS PROGRAM; AND DECLARING AN EMERGENCY.
- Ordinance No. 2017-026 by Mayor Perciak and Mr. Southworth. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO ANOTHER NON-EXCLUSIVE RENTAL/OCCUPANCY AGREEMENT WITH THE STRONGSVILLE LACROSSE ASSOCIATION ON A LIMITED BASIS FOR 2017, FOR THE CITY'S FOOTBALL FIELDS LOCATED ON LUNN ROAD IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Ordinance No. 2017-027 by Mayor Perciak and All Members of Council. AN ORDINANCE ENACTING A NEW CHAPTER 876 "USE OF PUBLIC WAYS BY SERVICE PROVIDERS" OF TITLE TWO OF PART EIGHT OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE; AND DECLARING AN EMERGENCY.
- Resolution No. 2017-028 by Mayor Perciak and All Members of Council. A RESOLUTION EXTENDING THE MORATORIUM ON ACCEPTANCE OF APPLICATIONS FOR AND ISSUANCE OF APPROVALS, LICENSES AND/OR PERMITS FOR BUILDING CONSTRUCTION OR RECONSTRUCTION, LAND OR BUILDING USE, OR OCCUPANCY FOR ANY BUILDING, STRUCTURE, USE OR CHANGE OF USE THAT WOULD ENABLE THE CULTIVATION, PROCESSING, OR SALE OF MEDICAL MARIJUANA FOR AN ADDITIONAL PERIOD OF SIX MONTHS FROM THE EFFECTIVE DATE OF THIS RESOLUTION, IN ORDER TO ALLOW THE CITY ADMINISTRATION, COUNCIL AND THE PLANNING COMMISSION TO CONTINUE TO REVIEW APPLICABLE OHIO STATUTES, CRIMINAL CODES AND THE APPROPRIATE CODES RELATIVE TO SUCH USE, AND DECLARING AN EMERGENCY.

11. COMMUNICATIONS, PETITIONS AND CLAIMS:
12. MISCELLANEOUS BUSINESS:
13. ADJOURNMENT:

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 - 012

By: Mr. Daymut

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN REAL PROPERTY LOCATED AT 22044 ROYALTON ROAD, IN THE CITY OF STRONGSVILLE, FROM GI (GENERAL INDUSTRIAL) CLASSIFICATION TO R1-125 (ONE FAMILY 125) CLASSIFICATION (PPN 392-08-002).

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

**Section 1.** That the Zoning Map of the City of Strongsville, adopted by Section 1250.03 of Title Six, Part Twelve of the Codified Ordinances of Strongsville, be amended to change the zoning classification of certain real property located at 22044 Royalton Road, from GI (General Industrial) classification to R1-125 (One Family 125) classification (PPN 392-08-002), which property is more fully described in Exhibit "A" and as depicted in Exhibit "B", attached hereto and incorporated herein as if fully rewritten.

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

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

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

First reading: February 6, 2017

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

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

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

Referred to Planning Commission

February 7, 2017

*Favorable recommendation by PC*  
Approved: February 9, 2017

CITY OF STRONGSVILLE, OHIO  
ORDINANCE NO. 2017 - 012  
Page 2

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

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

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

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

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

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

ORD. No. 2017-012 Amended: \_\_\_\_\_  
1st Rdg. 2/6/17 Ref: PC1P2E  
2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

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

22044 Royalton Road  
Strongsville, Ohio 44149  
PP 392-08-002

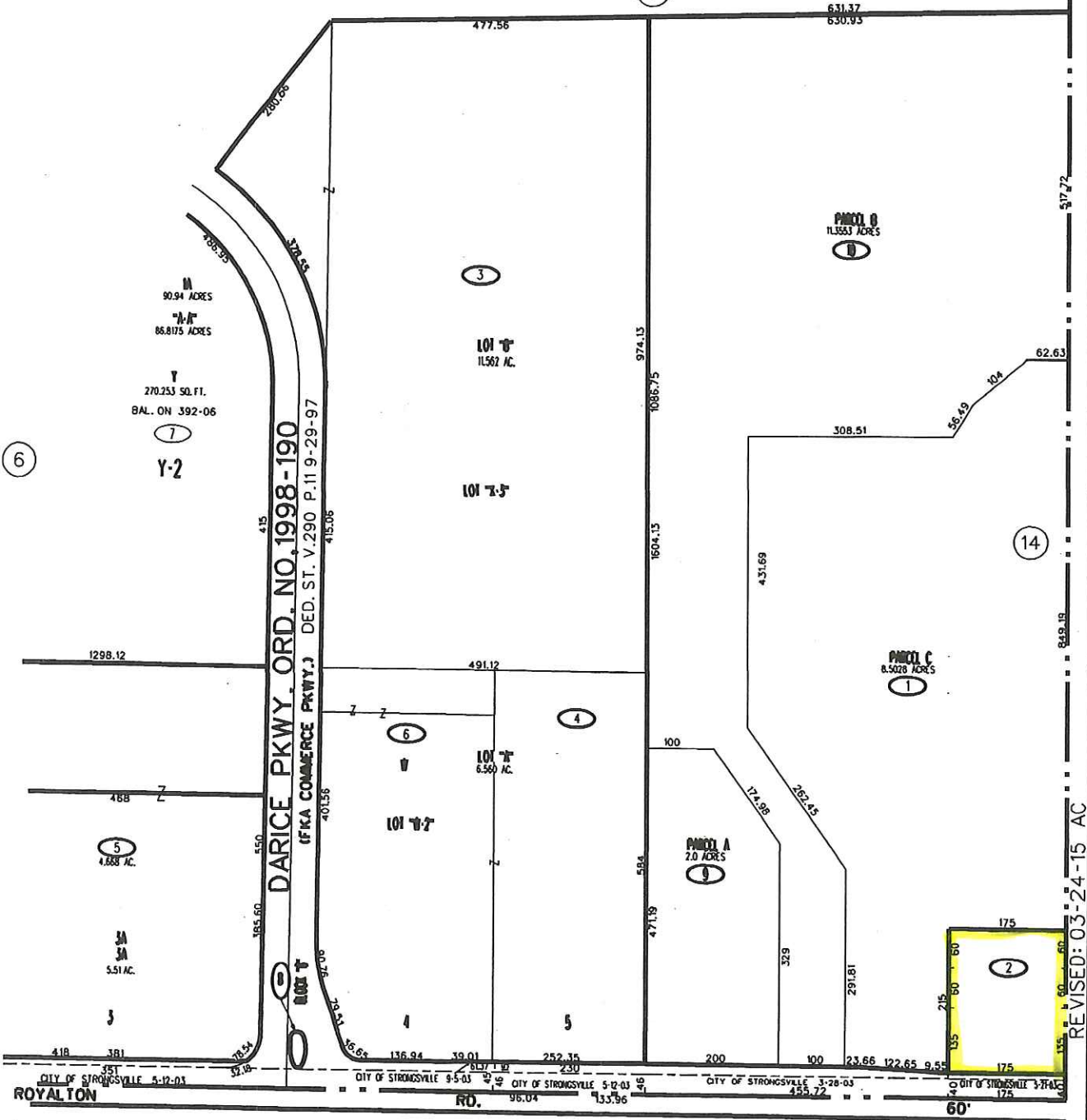
Situated in the County of Cuyahoga, in the State of Ohio, and in the City of Strongsville:

And known as being part of Original Strongsville Township Lot No. 95, bounded and described as follows: Beginning in the center line of Royalton Road (60 feet wide) at the Southeasterly corner of Original Lot No. 95; Thence Westerly along the center line of Royalton Road 175 feet; Thence Northerly and parallel with the Easterly line of said Original Lot No. 95, 255 feet; Thence Easterly and parallel with the center line of Royalton Road, 175 feet to the Easterly line of Original Lot No. 95; Thence Southerly along said Easterly line 255 feet to the place of beginning, as appears by said plat, be the same more or less, but subject to all legal highways.





LOT SPLIT CONTINENTAL LAND TRUST V.231 P.83 11-5-84  
 LOT SPLIT & CONSOLIDATION V.244 P.60 1-18-89  
 SCHWEBEL BAKING CO. RESUB. V.257 P.62 1-30-92  
 CONTINENTAL LOT SPLIT V.270 P.29 11-10-94  
 CONTINENTAL LAND TRUST LOT SPLIT NO 3 V.272 P.15 3-15-95  
 INDUSTRIAL PKWY. SUBD. V.287 P.3 9-29-97  
 LOT SPLIT & CONS. FOR DUKE RLTY V.293 P.15 8-12-98  
 LOT SPLIT & CONS. FOR DUKE RLTY V.341 P.21 9-1-05  
 LOT SPLIT & CONS. V.348 P.36 08-22-06  
 LOT SPLIT MAP V.380 P.08 3-2-15



6

7

O.L. 95

REVISED: 03-24-15 AC

MAP 393

EXHIBIT B



SCALE: 1"=100'  
50 0 100 200

STRONGSVILLE MAP 392

DRAWN: MAY 1988



**PETITION FOR ZONING CHANGE**

Ordinance Number: 2017-012

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

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

Such change is necessary for the preservation and enjoyment of a substantial property right because:

Continue To Live in The Home AS Residential

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

The home is used AS residential AND will CONTINUE Residential

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

- 1. Certified List
- 2. Legal Description
- 3. County MAPs

THE PROPOSED USE OF THE PROPERTY IS: Residential

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

Name: Keith AND Linda WALSH

Address: 22044 Royalton Rd Strongsville, Oh

Telephone Number: 216-536-6304-Linda 216-407-5008 Keith

Keith A Walsh Linda M Walsh

Signature of Owner(s)

State of Ohio )  
County of Cuyahoga )

Sworn to and subscribed in my presence this 14 day of December, 2017



KATHERINE M. TYCAST  
Notary Public, State of Ohio  
My Comm. Expires 07/14/2019

Katherine Tycast  
Notary Public  
My commission expires: July 14, 2019

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

**PROPERTY DESCRIPTION FORM**

Ordinance Number: 2017-012

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

Address of Property: 22044 Royalton Rd Strongsville

Permanent Parcel No.: 392-08-002

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

Number and type of buildings which now occupy property (if any): 2 buildings  
Home Garage

Acreage: \_\_\_\_\_

Said property (has) (had) the following deed restrictions affecting the use thereof (attach copy): GENERAL INDUSTRIAL

Said deed restrictions (will) (have) expire(d) on: \_\_\_\_\_

Said property is presently under lease or otherwise encumbered as follows: Zoned General Industrial

Owner(s)	Percent of Ownership:
1. <u>Keith C. Walsh</u>	<u>50</u> %
2. <u>Linda M. Walsh</u>	<u>50</u> %
3. _____	_____ %

Keith Walsh Linda M Walsh  
Signature of Owner(s)

State of Ohio )  
County of Cuyahoga )

Sworn to and subscribed to in my presence this 14 day of December, 2014  
Katherine Tycast  
Notary Public



KATHERINE M. TYCAST  
Notary Public, State of Ohio  
My Comm. Expires 07/14/2019

My commission expires July 14, 2019

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

CUYAHOGA COUNTY RECORDER  
PATRICK J. O'MALLEY  
DEED 05/15/2000 10:22:26 AM  
200005150056

# SURVIVORSHIP DEED

OHIO REVISED CODE SECTION 5302.17

KEITH C. WALSH, Married to LINDA M. WALSH, of Cuyahoga County, Ohio, for valuable consideration paid, grants to KEITH C. WALSH and LINDA M. WALSH, Husband and Wife, for their joint lives, remainder to the survivor of them, whose tax mailing address is 22044 Royalton Road, Strongsville, Ohio 44136, the following REAL PROPERTY: Situated in the County of Cuyahoga, in the State of Ohio, and in the City of Strongsville:

And known as being part of Original Strongsville Township Lot No. 95, bounded and described as follows: Beginning in the center line of Royalton Road (60 feet wide) at the Southeasterly corner of Original Lot No. 95; Thence Westerly along the center line of Royalton Road 175 feet; Thence Northerly and parallel with the Easterly line of said Original Lot No. 95, 255 feet; Thence Easterly and parallel with the center line of Royalton Road, 175 feet to the Easterly line of Original Lot No. 95; Thence Southerly along said Easterly line 255 feet to the place of beginning, as appears by said plat, be the same more or less, but subject to all legal highways.

Permanent Parcel No.: 392-8-2

*Frank Russo*  
FRANK RUSSO  
CUYAHOGA COUNTY AUDITOR

Prior Instrument Reference: Vol. 93-01808 Page 14 of the Deed Records of Cuyahoga County, Ohio.

Witness my hand this 2 day of May, 2000.

SIGNED IN THE PRESENCE OF:

*Gabriella Russo Rosalini*  
GABRIELLA RUSSO ROSALINI

*Keith Walsh*  
KEITH C. WALSH  
ROBERT KLAIBER P.E., P.S.  
Legal Description complies with  
Cuyahoga County Conveyance  
Standards and is approved for  
transfer

STATE OF OHIO  
COUNTY OF CUYAHOGA

SS: Agent Date MAY 10 2000

BE IT REMEMBERED, that on this 2 day of May, 2000, before me, a Notary Public in and for said county, personally came KEITH C. WALSH, the Grantor in the foregoing Deed, and acknowledged the signing thereof to be his voluntary act and deed.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal this day and year aforesaid.

PARCEL NO. 392-08-002  
CONVEYANCE IS IN COMPLIANCE WITH SEC. 518.202 O.R.C.  
PAID

*Gabriella Russo Rosalini*  
NOTARY PUBLIC

MAY 12 2000

Conveyance Fee 0 Receipt No. 101576 Instrument prepared by  
TYPE 1 ARMS LENGTH YES ( ) NO ( )  
FRANK RUSSO, Cuyahoga County Auditor BASIL RUSSO & CO. L.P.A.

GABRIELLA RUSSO ROSALINI  
Attorney At Law  
Notary Public-State of Ohio  
My Commission Has No Expiration Date  
Section 147.03 R.C.

Attorneys at Law

CUYAHOGA COUNTY RECORDER  
200005150056 PAGE 1 OF 2

Survivorship Deed

PERMANENT PARCEL  
NUMBER:

RECORDERS & AUDITORS STAMPS

CUYAHOGA COUNTY RECORDER  
200005150066 PAGE 2 of 2

**BASIL RUSSO & CO., L.P.A.**  
Attorneys at Law  
6656 Ridge Road • Parma, Ohio 44129  
(216) 843-8400

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

**MEMORANDUM**

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**TO:** Ken Mikula, City Engineer

**FROM:** Tiffany Mekeel, Assistant Clerk of Council

**DATE:** December 14, 2016

**SUBJECT:** Rezoning Application  
Keith and Linda Walsh; Owners  
PPNs: 392-08-002  
Address: 22044 Royalton Road  
From General Industrial (GI) to Residential (R1-75)

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

Thank you.

TAM  
Attachments

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



# City of Strongsville

## *Memorandum*

RECEIVED

DEC 21 2016

CITY OF STRONGSVILLE  
CITY COUNCIL

**To:** Neal Jamison, Law Director

**CC:** Mayor Perciak  
Ken Mikula, City Engineer  
Aimee Pientka  
George Smerigan, City Planner  
Brent Painter, Economic Development Director  
Dan Kolick, Assistant Law Director  
Carol Oprea, Planning Commission Secretary

**From:** Lori Daley, Assistant City Engineer

**Date:** December 20, 2016

**Re:** Rezoning Application  
Keith and Linda Walsh; Owners  
PPN 392-08-002  
22044 Royalton Road  
From GI to R1-75

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Neal,

The legal description included in the Clerk of Council's December 14, 2016 memo regarding the above referenced application accurately depicts the area to be rezoned.

Please note, I believe George Smerigan is studying the current zoning on the north side of Royalton Road between Darice Parkway and Prospect Road, which includes this parcel.

Please feel free to contact me with any questions.

Thank you.

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

**MEMORANDUM**

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**TO:** Planning Commission  
**FROM:** Tiffany Mekeel, Assistant Clerk of Council  
**DATE:** February 7, 2017  
**SUBJECT:** Referral from Council: Ordinance No. 2017-012

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At its regular meeting of February 6, 2017, City Council referred the following Ordinance to the Planning Commission for its report and recommendation thereon:

- Ordinance No. 2017-012 by Mr. Daymut. AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN REAL PROPERTY LOCATED AT 22044 ROYALTON ROAD, IN THE CITY OF STRONGSVILLE, FROM GI (GENERAL INDUSTRIAL) CLASSIFICATION TO R1-125 (ONE FAMILY 125) CLASSIFICATION (PPN 392-08-002).

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

TAM  
Attachment



## MEMORANDUM

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

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

**SUBJECT:** Referrals to Council

**DATE:** February 10, 2017

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Please be advised that at its meeting of February 9, 2017, the Strongsville Planning Commission gave Favorable Recommendation the following;

**PUZZITIELLO-FRANCESANGELO/ Chris Bender, Agent**

Re-subdivision of PPN's 392-13-001, 057 and 058 also known as Sublots 16A and 17A located on Pinnacle Point zoned R1-75.

**ORDINANCE 2017-012**

An Ordinance Amending the Zoning Map of the City of Strongsville adopted by Section 1250.03 of Title Six, Part Twelve of the Codified Ordinances of Strongsville to change the Zoning Classification of certain real property located at 22044 Royalton Road, in the City of Strongsville, from GI (General Industrial) Classification to R1-125 (One Family 125) Classification (PPN 392-08-002).

**AT & T MOBILITY/ Kathy Farina, Agent**

Site Plan approval for the addition of 3 new antennas and 3 RRH's and remove 3 existing antennas for the AT & T co-location on an existing telecommunications tower located at 16099 Foltz Parkway, PPN 393-12-002 and 393-10-001 zoned General Industrial.

**CITY OF STRONGSVILLE, OHIO**

**ORDINANCE NO. 2017 – 020**

**By: Mr. Daymut**

**AN ORDINANCE ACCEPTING FOR RECORDING PURPOSES ONLY THE PLAT OF SIEDEL FARMS RE-SUBDIVISION NO. 3A FOR THE LOT SPLIT AND CONSOLIDATION OF PERMANENT PARCEL NUMBERS (PPNs) 392-13-001, 392-13-057 (SUBLOT NO. 16A) AND 392-13-058 (SUBLOT NO. 17A), WITHIN THE SIEDEL FARMS SUBDIVISION NO. 3, IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.**

WHEREAS, pursuant to Ordinance No. 2014-031, passed March 3, 2014, this Council accepted for recording purposes only the plat of Siedel Farms Subdivision No. 3 and approved the form of security by the Owner, Siedel Land Holdings, LLC, and the terms and conditions of the Agreement between the City and the Owner; and

WHEREAS, pursuant to Ordinance No. 2014-216, passed November 17, 2014, this Council accepted for dedication the plat of Siedel Farms Subdivision No. 3; and

WHEREAS, Siedel Land Holdings, LLC, Scott and Sarah Francesangelo, and Roger and Lisa Puzzitiello, are now requesting a re-subdivision of Permanent Parcel Nos. 392-13-001; 392-13-057 and 392-13-058, located on Pinnacle Point, in order to split certain portions of the common area from PPN 392-13-001 to PPN 392-13-057 (Sublot No. 16A) and PPN 392-13-058 (Sublot No. 17A), as shown on Exhibit A attached hereto and incorporated herein as if fully rewritten; and

WHEREAS, such property owners have submitted said Re-Subdivision plat to the Planning Commission of the City of Strongsville, and the Planning Commission approved said plat on February 9, 2017; and

WHEREAS, the City Engineer has reviewed the Re-Subdivision and consolidation plat and documents, and finds them in good order and has approved them and, therefore, has recommended to the Planning Commission and this Council that this Re-Subdivision be approved for recording purposes only; and

WHEREAS, this Council desires to approve the Re-Subdivision plat for recording purposes.

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 does hereby accept the Re-Subdivision plat for the lot split and consolidation of Permanent Parcel Nos. 392-13-001; 392-13-057 (Sublot

**CITY OF STRONGSVILLE, OHIO**  
**ORDINANCE NO. 2017 – 020**  
**Page 2**

No. 16A) and 392-13-058 (Sublot No. 17A), located on Pinnacle Point, and known as Siedel Farms Re-Subdivision No. 3A, as shown on Exhibit A, for recording purposes only, in order to consolidate such common areas.

**Section 2.** That the City Engineer be and is hereby authorized to accept the necessary plat and documents which he shall keep on file on behalf of the City, after causing the recording of the Re-Subdivision and consolidation plat to be recorded for recording purposes only, and not for dedication.

**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 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 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 assure proper development of all lots and land within the City of Strongsville. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

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

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

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

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

ORD. No. 2017-020 Amended: \_\_\_\_\_  
 1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

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





## MEMORANDUM

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

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

**SUBJECT:** Referrals to Council

**DATE:** February 10, 2017

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Please be advised that at its meeting of February 9, 2017, the Strongsville Planning Commission gave Favorable Recommendation the following;

**PUZZITIELLO-FRANCESANGELO/ Chris Bender, Agent**

Re-subdivision of PPN's 392-13-001, 057 and 058 also known as Sublots 16A and 17A located on Pinnacle Point zoned R1-75.

**ORDINANCE 2017-012**

An Ordinance Amending the Zoning Map of the City of Strongsville adopted by Section 1250.03 of Title Six, Part Twelve of the Codified Ordinances of Strongsville to change the Zoning Classification of certain real property located at 22044 Royalton Road, in the City of Strongsville, from GI (General Industrial) Classification to R1-125 (One Family 125) Classification (PPN 392-08-002).

**AT & T MOBILITY/ Kathy Farina, Agent**

Site Plan approval for the addition of 3 new antennas and 3 RRH's and remove 3 existing antennas for the AT & T co-location on an existing telecommunications tower located at 16099 Foltz Parkway, PPN 393-12-002 and 393-10-001 zoned General Industrial.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 021

By: Mayor Perciak and Mr. Daymut

**AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT A GRANT OF EASEMENT FOR STORM SEWER SYSTEM PURPOSES FROM DAVID JURCICH, JR. AND REBECCA R. JURCICH, AND DECLARING AN EMERGENCY.**

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

**Section 1.** That the Council hereby authorizes the Mayor to accept a Grant of Easement for Storm Sewer System Purposes from David Jurcich, Jr., and Rebecca R. Jurcich, located at 18220 Falling Water Road, for the purposes of maintaining, operating, repairing and/or reconstructing the storm sewer system and appurtenances on property known as Permanent Parcel No. 396-04-001, as more fully set forth in Exhibit 1, attached hereto and made a part hereof by reference.

**Section 2.** That the Clerk of Council is hereby directed to cause the aforesaid Grant of Easement to be recorded with the Cuyahoga County Fiscal Office after its execution and receipt of evidence of title satisfactory to the Law Director.

**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 assure proper development of all lots and land within the City of Strongsville, to provide storm sewer service to certain lands within the City, and conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

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

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

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

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

CITY OF STRONGSVILLE, OHIO  
ORDINANCE NO. 2017 - 021  
Page 2

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

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

ORD. No. 2017-021 Amended: \_\_\_\_\_  
1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_



**GRANT OF EASEMENT  
FOR  
STORM SEWER SYSTEM PURPOSES**

This Easement Grant is made between **DAVID JURCICH, JR. and REBECCA R. JURCICH**, husband and wife, located at 18220 Falling Water Road, Strongsville, Ohio 44136, who with their heirs and assigns, are herein jointly called "Grantor," and the **CITY OF STRONGSVILLE**, a municipal corporation, organized and existing under the laws of the State of Ohio, located at 16099 Foltz Parkway, Strongsville, Ohio 44149, which with its successors and assigns is herein called "Grantee."

WHEREAS, the Grantor is the owner in fee simple of certain real estate located in the City of Strongsville, Ohio and known as Permanent Parcel No. 396-04-001 (hereinafter the "Property"); and

WHEREAS, the Grantor wishes to grant and the Grantee wishes to accept an easement for the purposes of maintaining, operating, repairing and/or reconstructing the storm sewer system within, across, through, and under the premises described and reflected in Exhibits A and B, respectively, attached hereto and incorporated herein by reference.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and for other good and valuable consideration, the receipt of which is hereby acknowledged, the following grants, agreements, and covenants are made:

The Grantor, on behalf of themselves and their heirs, legal representatives, successors and assigns, hereby gives, grants, bargains and conveys to the Grantee, its successors and assigns a perpetual easement and right to enter upon the premises described in Exhibit A, attached hereto and incorporated herein by reference, and to remove and/or replace trees or other items above and below the ground where necessary for the purposes of maintaining, operating, repairing and/or reconstructing a storm sewer system and appurtenances connected therewith, and to make all repairs to such storm sewer system connected therewith, that in the opinion of the proper local authorities of the City of Strongsville, its successors or assigns, may be necessary or

advisable, in order to maintain or operate said storm sewer system and appurtenances in accordance with the ordinances, rules and regulations for the management and protection of such systems of said City of Strongsville, now in force or that may hereafter be adopted.

The Grantor and Grantee further agree, in consideration of the acceptance of the Easement above-mentioned, by the City of Strongsville, that the said storm sewer system and appurtenances shall become the property of the City of Strongsville, its successors or assigns.

Grantor acknowledges and agrees that Grantee shall not be obligated to maintain landscaping and/or lawn areas within the easement area. Neither Grantor nor their heirs, legal representatives, successors or assigns will construct or place on the Easement Area any temporary or permanent structures or anything else that may interfere with the storm sewer system.

The Grantor hereby restricts said premises within the limits of the above-described easement against the construction thereon of any temporary or permanent structures.

The Grantor agrees to keep the premises free of materials, equipment, vehicles, trees, shrubbery, and any other obstructions which would interfere with Grantee's access to or maintenance of the storm sewer system. Grantor further agrees to make no alterations to the premises which would increase or reduce the depth of the storm sewer system.

If the Grantor desires to alter the premises in any way other than is expressly permitted herein, it must obtain the prior written approval of the Grantee. Upon receipt of such approval, the Grantor shall, at their own expense, relocate or reconstruct all or any portion of the storm sewer system which is affected by such alteration and, where necessary, grant a new easement of not less than the width of this easement under the same terms and conditions as herein provided. The relocated or reconstructed storm sewer system and appurtenances shall, upon completion and approval by the Grantee, become the property of the City of Strongsville.

If the Grantor violates any of the provisions of this Easement, the Grantee, at the expense of the Grantor, may enter upon the premises and make such alterations as are necessary to bring the premises into compliance with the provisions of this easement.

The Grantor hereby reserves the right to use the premises for such use as is not expressly prohibited by or inconsistent with the terms of this easement.

The Grantor covenants with the Grantee that they are well-seized of the premises as a good and indefeasible estate in fee simple, and have the right to grant and convey the Property in the manner and form above written. The Grantor further covenants that they will warrant and defend the Property with the appurtenances thereunto belonging

to the City of Strongsville against all lawful claims and demands whatsoever for the purposes described herein, including all liens and encumbrances whatsoever.

This Grant of Easement shall inure to the benefit of any person, firm or corporation who the City of Strongsville, its successors and assigns, shall authorize to undertake the performance of work within the purpose of this Easement.

The parties hereto agree that this Grant of Easement embodies the complete understanding of the parties, and that no changes in this Agreement shall be made unless such changes are in writing, approved and subscribed by the parties hereto or their appropriate successors and assigns in accordance with law.

This Agreement shall be binding upon and inure to the benefit of the parties, their respective heirs, legal representatives, successors and assigns.

TO HAVE AND TO HOLD the above granted easement, right-of-way, storm sewer system and appurtenances for the purposes above mentioned, unto the City of Strongsville, forever.

IN WITNESS WHEREOF, this instrument is executed this 1st day of December, 2016.

Signed and acknowledged in  
the presence:

David Jurcich Jr

Rebecca R. Jurcich

**"GRANTOR"**

D - JK

David Jurcich, Jr. (husband)

Rebecca R. Jurcich

Rebecca R. Jurcich (wife)

**"GRANTEE"**  
**CITY OF STRONGSVILLE**

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

Thomas P. Perciak

Its: Mayor

STATE OF OHIO            )  
                                  ) ss:  
COUNTY OF CUYAHOGA)

Before me, a Notary Public in and for said County and State, personally appeared the above-named **DAVID JURCICH, JR. and REBECCA R. JURCICH**, husband and wife, who acknowledged that they did sign the foregoing instrument and that the same is their free and voluntary act and deed.

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal at Strongsville, Ohio, this 1st day of DECEMBER, 2016.



BONITA E. FORREST  
Notary Public, State of Ohio  
My Comm. Expires 10/19/2018

Bonita E. Forrest  
Notary Public

STATE OF OHIO            )  
                                  ) ss:  
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared **THE 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 and voluntary act and deed as an officer thereof, and the free act and deed of said municipal corporation.

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

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



**ENGINEERING & SURVEYING CO., INC.**

**5425 WARNER ROAD – SUITE 12**

**VALLEY VIEW, OHIO 44125**

**PH: 440-602-9071 FAX: 216-369-0259**

**LEGAL DESCRIPTION OF A 20 FT WIDE STORM EASEMENT**

Situated in the City of Strongsville, County of Cuyahoga, State of Ohio, and being known as part of Block "G" in Ledgewood Subdivision No. 5, now known as The Glen, as recorded in Volume 218, Page 47 of the Cuyahoga County Plat Records and being further bounded and described as follows:

Beginning at an iron pin set on the northerly R/W of Falling Water Road, 70 foot R/W, said point being the southeasterly corner of lands conveyed to The Glen Association (PP#396-04-110), as recorded in Volume 15063, Page 399 of the Cuyahoga County Deed Records;

Thence North 04°09'59" West, along the easterly line of said The Glen Association, a distance of 161.71 feet to a point and being the Principal Place of Beginning;

Course I: Thence North 04°09'89" West, continuing along the easterly line of said The Glenn Association, a distance of 21.18 feet to an iron pin set, said point being the northeasterly corner of said The Glenn Association, and also being on the southerly line of lands conveyed to Robert Hill (PP#396-04-086), as recorded in AFN#00833838 of the Cuyahoga County Deed Records;

Course II: Thence North 66°38'00" East, along the southerly line of said Hill, and the southerly lines of lands conveyed to Alexander & Barbara Semisorow (PP#396-04-091), as recorded in AFN#200403011002 and Nancy Lowrie Trustee (PP#396-04-111), as recorded in AFN#200912150080, a distance of 265.70 feet to an iron pin set, said point being the southeasterly corner of said Lowrie and also being on the westerly line of lands conveyed to Ledgewood Association (PP#396-09-012), as recorded in Volume 12782, Page 421 of the Cuyahoga County Deed Records;

Course III: Thence South 14°06'10" West, along the westerly line of said Ledgewood Association, a distance of 25.20 feet to a point;

**EXHIBIT A**

Course IV: Thence South 66°38'00" West, a distance of 257.33 feet to the Principal Place of Beginning;

Said 20 foot wide Storm Easement containing 0.1200 acres or 5,230 sq. ft. of land, be the same more or less, but subject to all legal highways as described in November, 2016 by Stan R. Loch, Ohio Registered Surveyor Number 8249. Bearings are to an assumed meridian and are used to denote angles only. The intent of the above description is to describe a 20 foot wide Storm Easement on the lands conveyed to David Jurcich Jr. & Rebecca Jurcich (PP#396-04-001), as recorded in AFN#201308260685 of the Cuyahoga County Deed Records. All iron pins set are 5/8"x30" rebar capped "Aztech 8249.

Job#20122612

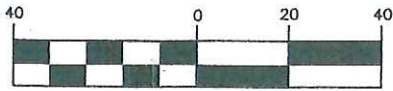
Stan R. Loch P.S. # 8249      11-14-16      Date



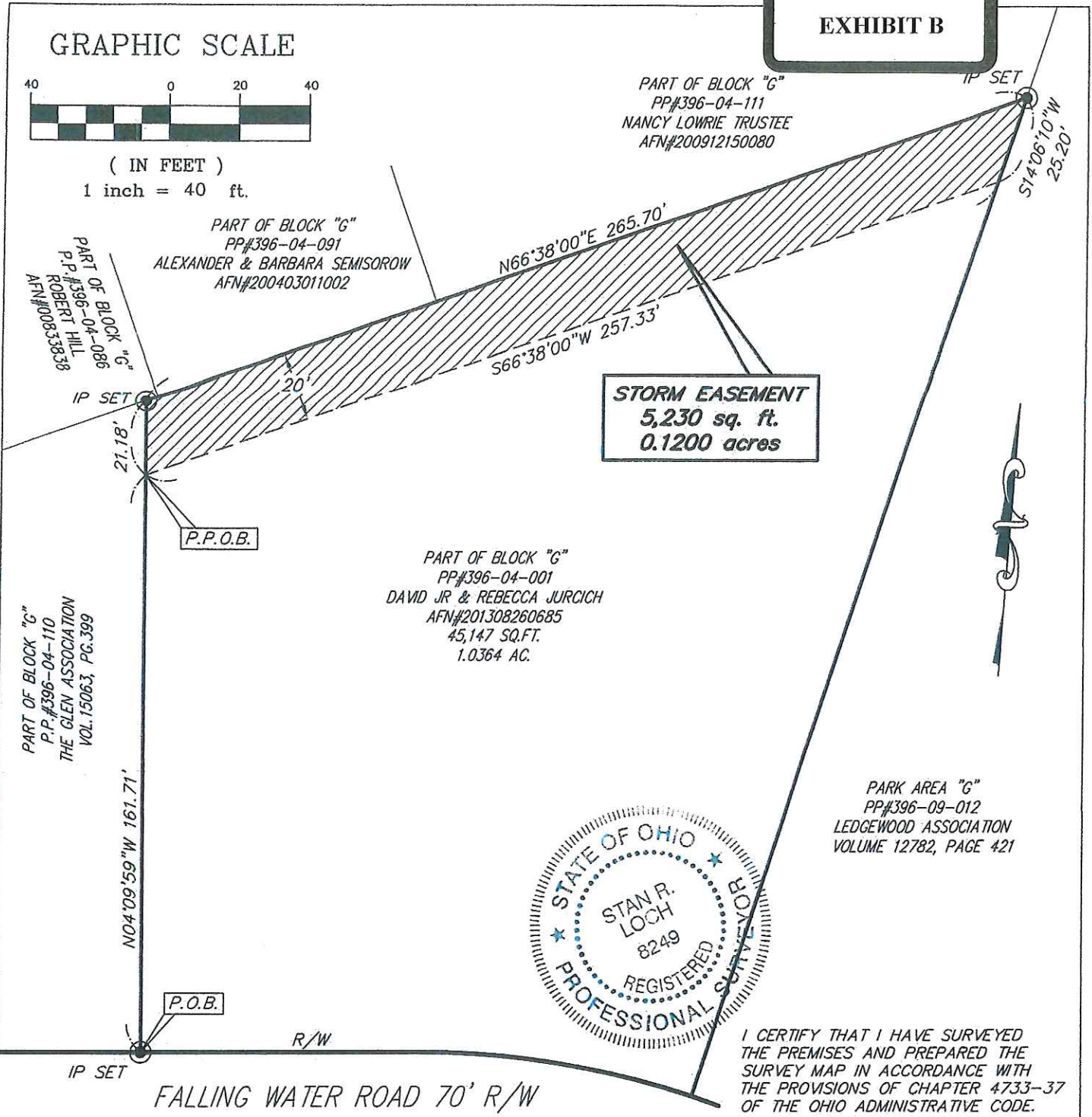


**EXHIBIT B**


**GRAPHIC SCALE**



( IN FEET )  
1 inch = 40 ft.



I CERTIFY THAT I HAVE SURVEYED THE PREMISES AND PREPARED THE SURVEY MAP IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 4733-37 OF THE OHIO ADMINISTRATIVE CODE.

  
 STAN LOCH      DATE  
 REG SURVEYOR #8249

BEARINGS ARE TO AN ASSUMED MERIDIAN  
 AND ARE USED TO DENOTE ANGLES ONLY  
  
 ALL IRON PINS SET ARE  
 5/8" x 30" REBAR CAPPED AZTECH #8249

PROPOSED 20' WIDE STORM SEWER EASEMENT EXHIBIT FOR  
 DAVID JURCICH JR & REBECCA JURCICH (PP#396-04-001)  
 CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA, STATE OF OHIO

5425 WARNER ROAD - SUITE 12  
 VALLEY VIEW, OHIO 44125  
 440-602-9071      FAX: 216-369-0259

CHECKED BY SRL	SCALE: 1" = 40'	DRAWN BY: CL
JOB NO. 20122612	PAGE NO. 1 OF 1	DATE 11/14/2016



**ENGINEERING and SURVEYING**  
 Civil Engineering · Land Surveying



CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2017 – 022

By: Mayor Perciak and Mr. Daymut

**A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS FOR THE PAVEMENT RECONSTRUCTION PROGRAM FOR 2017 IN 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 Pavement Reconstruction Program for 2017, consisting of removal and replacement of concrete pavement, catch basin reconstruction, and replacement of curbs and ramps, in accordance with specifications and bid documents on file in the office of the City Engineer, which are in all respects hereby approved.

**Section 2.** That the funds for the purposes of this Resolution have been appropriated and shall be paid from the General Capital Improvement Fund and the Motor Vehicle License Fund.

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

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

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

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

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

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

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

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

**RES**  
ORD. No. 2017-022 Amended: \_\_\_\_\_  
1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

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

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2017 – 023

BY: Mayor Perciak and All Members of Council

A RESOLUTION DECLARING IT NECESSARY TO IMPROVE PRIEM ROAD BETWEEN CERTAIN TERMINI BY CONSTRUCTING SANITARY SEWERS, CATCH BASINS AND MANHOLES, INSTALLING SANITARY SEWER SERVICE CONNECTIONS, AND REPLACING, WHERE NECESSARY, PAVEMENT, DRIVEWAY APRONS, STORM SEWERS AND CULVERTS, ALL TOGETHER WITH THE NECESSARY APPURTENANCES THERETO, AND DECLARING AN EMERGENCY.

WHEREAS, the City Engineer has filed with the Clerk of Council the plans, profiles, specifications and an estimate of cost to be prepared (collectively, the “Plans”) for the improvement described herein;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, CUYAHOGA COUNTY, OHIO, three-fourths of all members elected or appointed thereto concurring, that:

Section 1. It is declared necessary to improve Priem Road from Beech Creek Trail south approximately 1000 feet by constructing sanitary sewers, catch basins and manholes, installing sanitary sewer service connections, and replacing, where necessary, pavement, driveway aprons, storm sewers and culverts, all together with the necessary appurtenances thereto, and all as further described and shown in the Plans.

Section 2. The Plans now on file in the office of the Clerk of Council are approved. The improvement shall be made in accordance with, and the grade of the improvement and of any road shall be the grade as shown on, the Plans.

Section 3. This Council finds and determines that (i) the improvement is conducive to the public health, convenience and welfare of this City and the inhabitants thereof and (ii) the lots to be assessed as described in Section 4 hereof are specially benefitted by the improvement and a single sanitary sewer sanitary service connection will be available for each of those lots as part of the improvement as shown in the Plans. This Council further determines that any lot in the future connecting directly or indirectly to the improvement and which either (i) because of a split, a subdivision, or construction of additional improvements thereon, an additional connection or connections is required, or (ii) has not been assessed for the improvement, shall pay an additional connection charge for such connection in such amount as determined by separate legislation to be enacted by this Council prior to the levying of the final assessments for the improvement.

Section 4. The City shall assume and pay as its portion of the costs of the improvement the costs of intersections, plus the costs attributable to a culvert replacement and to pavement replacement not otherwise required as part of the sanitary sewer project, plus 25% of the costs of the improvement (the City Portion). All of the cost of the sanitary sewer service connections and 83.3333% of the remaining costs of the improvement (together being the Assessment Portion) shall

be assessed in proportion to the benefits that may result from the improvement upon any lot within the City (i) bounding and abutting upon the improvement between the termini described in Section 1 hereof that are not already served by a public sanitary sewer line, except Permanent Parcel No. 391-06-001, and (ii) with respect to which a sanitary sewer service connection will be available for such lot as part of the improvement as shown in the Plans. The City shall also assume and pay the costs of the improvement less the City Portion and the Assessment Portion (such costs being the Connection Charge Portion), it being the intent of this Council that the Connection Charge Portion, including interest thereon, be recouped in the form of additional connection charges as contemplated in Section 3 hereof. If any grants are received by the City for this improvement, the amount thereof shall reduce the Assessment Portion and the Connection Charge Portion on a pro rata basis.

Section 5. The cost of the improvement shall include the cost of preliminary and other surveys, plans, specifications, profiles and estimates and of printing, serving and publishing notices, resolutions and ordinances, the amount of any damages resulting from the improvement and the interest thereon, the costs incurred in connection with the preparation, levy and collection of the special assessments, the cost of purchasing, appropriating, and otherwise acquiring any real estate or interests therein required for the improvement, expenses of legal services including obtaining legal opinions, cost of labor and material, and interest under any agreement with the Ohio Water Development Authority as contemplated by Section 727.28 of the Ohio Revised Code (OWDA Agreement) or interest on any securities issued in anticipation of the levy and collection of the special assessments, together with all other necessary expenditures.

Section 6. The City Engineer is authorized and directed to prepare and file in the office of the Clerk of Council the estimated special assessments of the cost of the improvement described in this Resolution. Those estimated special assessments shall be based upon the estimate of cost for the improvement now on file in the office of the Clerk of Council and shall be prepared pursuant to the provisions of this Resolution.

Section 7. The special assessments to be levied shall be paid according to the following payment schedule: in twenty annual installments, with interest on the unpaid principal amount of each special assessment at the same rate or rates of interest as shall be borne under any OWDA Agreement or by any securities to be issued in anticipation of the collection of the total of the unpaid special assessments, or, if an OWDA Agreement is not entered into by the City and such securities are not issued, at the rate or rates of interest determined by this Council when it passes the assessing ordinance levying those assessments; provided, that the owner of any property assessed may pay the special assessment in cash within 30 days after passage of the assessing ordinance.

Section 8. The City does not presently intend to issue securities or enter into an OWDA Agreement in anticipation of the levy of the special assessments or to issue securities or enter into an OWDA Agreement in anticipation of the collection of the special assessments in annual installments and in an amount equal to the total of the unpaid special assessments. The remainder of the entire cost of the improvement, after application of the special assessments, shall be paid either by the issuance of securities in the manner provided by law or from other funds available for that purpose.

Section 9. 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 10. 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.

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

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

Adopted: \_\_\_\_\_, 2017

Date Approved: \_\_\_\_\_, 2017

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

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

**RES**  
ORD. No. 2017-023 Amended: \_\_\_\_\_  
1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

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

**CITY OF STRONGSVILLE, OHIO**

**ORDINANCE NO. 2017 – 024**

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

**AN ORDINANCE ESTABLISHING THE MAXIMUM NUMBER OF UNIFORMED OFFICERS IN THE POLICE DEPARTMENT, AND DECLARING AN EMERGENCY.**

WHEREAS, Section 250.01(a) of the Codified Ordinances of the City of Strongsville establishes the membership of the uniformed ranks of the Police Department; and

WHEREAS, Section 250.01(b) of the Codified Ordinances of the City of Strongsville provides that the number of members of each rank of officer in the Police Department shall be as authorized by Council; and

WHEREAS, this Council previously established the maximum number of uniformed officers in the Police Department through adoption of Ordinance No. 2017-004 on January 4, 2017; and

WHEREAS, in reorganizing the Police Department, it is the intent of the Police Chief to abolish the one (1) position of Sergeant when the next person holding the position of Sergeant in the Police Department retires from the Police Department; and

WHEREAS, the City has received a notice of retirement of a Sergeant in the Police Department, whose last day is scheduled to be February 23, 2017, and it would be in the City's best interests upon his retirement to simultaneously abolish one (1) Sergeant's position in the Police Department so as to decrease the number of Sergeants from thirteen (13) to twelve (12), in order to implement the Department's reorganization plan; and

WHEREAS, upon recommendation of the Safety Director and Chief of Police, and for various reasons including retirement of personnel, Council now has determined that it would be in the City's best interest to decrease the number of Sergeant positions from thirteen (13) to twelve (12) in the Police Department.

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

**Section 1.** That, pursuant to Section 250.01(b) of the Codified Ordinances of the City of Strongsville, this Council hereby establishes the maximum number of members of each rank of officer in the Police Department as follows:

<b>Rank</b>	<b>Maximum Number</b>
Chief	1
Assistant Chief/Deputy Chief	2*
Lieutenant	6**
Sergeant	1312
Officer (Patrol)	53



CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 024

Page 2

\*Pursuant to the Collective Bargaining Agreement between the Fraternal Order of Police, Parma Lodge #15 (Sergeants and Lieutenants Unit) and the City, the Chief of Police may select up to two (2) Lieutenants to fill the position of Assistant Chief/Deputy Chief.

\*\*This number shall include any Lieutenant(s) designated by the Chief of Police as Assistant Chief/Deputy Chief.

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

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

**Section 4.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reasons that it is necessary to provide for continuity in the operation of the Police Department, to formally conform official ordinances to existing and/or projected optimum personnel levels, comply with applicable Civil Service requirements, 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, provided that the one Sergeant's position being eliminated will take effect simultaneously on February 23, 2017, the official retirement date of the next person holding the position of Sergeant in the Police Department.

\_\_\_\_\_  
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. 2017-024 Amended: \_\_\_\_\_  
1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

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

**CITY OF STRONGSVILLE, OHIO**

**ORDINANCE NO. 2017 – 025**

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

**AN ORDINANCE APPROVING THE FILING OF AN APPLICATION ON BEHALF OF THE CITY OF STRONGSVILLE FOR FUNDING FROM NOACA THROUGH THE ENHANCED MOBILITY FOR SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAM, FOR THE PURCHASE OF A VEHICLE TO PROVIDE TRANSPORTATION SERVICES FOR THE CITY'S SENIOR WHEELS PROGRAM; AND DECLARING AN EMERGENCY.**

WHEREAS, the City of Strongsville Department of Recreation & Senior Services coordinates with the City of Berea, and other agencies, to operate the Senior Wheels program, which provides transportation services for the elderly and persons with disabilities who reside within those communities; and

WHEREAS, the Senior Wheels program has documented a need to replace a vehicle for use in its transportation services; and

WHEREAS, therefore, the City of Strongsville is desirous of applying for approximately \$50,000.00 in funding to replace such vehicle, from the Northeast Ohio Areawide Coordinating Agency (NOACA) for Cleveland Urbanized Area Federal Transit Administration (FTA) funding from the Enhanced Mobility for Seniors and Individuals with Disabilities Program (Section 5310); and

WHEREAS, NOACA is designated recipient of the Enhanced Mobility for Seniors and Individuals with Disabilities (Section 5310) program for the Cleveland Urbanized Area authorized to make grants to public bodies, private nonprofit organizations, and other eligible entities; and

WHEREAS, the Enhanced Mobility for Seniors and Individuals with Disabilities program provides eighty percent (80%) federal funds for capital projects and fifty percent (50%) federal funds for operating projects to support alternatives to public transportation projects that assist seniors and individuals with Disabilities, new or expanded transportation services and alternatives that go beyond the requirements of the Americans with Disabilities Act (ADA) of 1990 for individuals with disabilities; and

WHEREAS, the Enhanced Mobility for Seniors and Individuals with Disabilities program is paid on a reimbursement basis requiring the applicant to first expend funds then request reimbursement from NOACA, which will, in turn, request the funds from FTA; and



**CITY OF STRONGSVILLE, OHIO**  
**ORDINANCE NO. 2017 – 025**  
**Page 2**

WHEREAS, the City of Strongsville certifies it will provide at least twenty percent (20%) local matching funds of approximately \$10,000.00 for capital or planning projects from sources other than federal Department of Transportation funds; and

WHEREAS, this project is included in the Coordinated Public Transit-Human Services Transportation Plan for Northeast Ohio; and

WHEREAS, the City of Strongsville agrees to abide by federal requirements as a sub-recipient of FTA funds, including federal fiscal year 2015 Certifications and Assurances inclusive of provisions of Title VI of the Civil Rights Act of 1964, and all subsequent annual Certifications and Assurances during the length of the agreement, including federal procurement, maintenance, useful life, disposition standards, and ongoing reporting; and

WHEREAS, the City of Strongsville is authorized to execute a contract with NOACA if selected for the Enhanced Mobility for Seniors and Individuals with Disabilities program.

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

**Section 1.** That this Council hereby approves the filing of an application with NOACA for Cleveland Urbanized Area Federal Transit Administration funding from the Enhanced Mobility for Seniors and Individuals with Disabilities Program (Section 5310), on behalf of the City of Strongsville for funding for a new vehicle, as more fully set forth in the application on file in the office of the Director of Recreation & Senior Services; and further authorizes the Mayor, Director of Finance, Director of Recreation & Senior Services and/or their authorized representatives to provide, execute and deliver certifications, assurances and such other information as may be required in connection therewith.

**Section 2.** That the funds necessary to carry out the purposes of this Ordinance, and to pay the City's share, have been appropriated and shall be paid from the Multi-Purpose Complex Fund.

**Section 3.** That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this 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 approve the filing of the application in order to continue the Senior Wheels program and

**CITY OF STRONGSVILLE, OHIO**  
**ORDINANCE NO. 2017 – 025**  
**Page 2**

to provide an adequate vehicle for transportation service for the elderly and individuals with disabilities, 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. 2017-025 Amended: \_\_\_\_\_

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

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

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

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

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

**CITY OF STRONGSVILLE, OHIO**

**ORDINANCE NO. 2017 – 026**

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

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO ANOTHER NON-EXCLUSIVE RENTAL/OCCUPANCY AGREEMENT WITH THE STRONGSVILLE LACROSSE ASSOCIATION ON A LIMITED BASIS FOR 2017, FOR THE CITY'S FOOTBALL FIELDS LOCATED ON LUNN ROAD IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.**

WHEREAS, the City of Strongsville had previously purchased some twenty-five (25) acres of land located on Lunn Road near 21255 Lunn Road, primarily for purposes of a recreational park and recreational fields, and has expended sufficient sums to develop part of said land into a regulation game field and an adjacent practice field for football play by youth of the Strongsville community; and

WHEREAS, through adoption of Ordinance Nos. 2009-081 and 2014-126, the City entered into successive non-exclusive Lease Agreements with the Strongsville Football League, Inc. for lease of such premises and fields for periods of five (5) years each; and

WHEREAS, the Strongsville Lacrosse Association (SLA), is a Strongsville community-based nonprofit, volunteer organization that offers Strongsville residents a lacrosse program for boys and girls in grades 3 through 12; and further which views its mission to be using the game of lacrosse as a vehicle for teaching life lessons to the youth of Strongsville, regardless of skill level; and

WHEREAS, through adoption of Ordinance Nos. 2012-030, 2013-071, 2014-015, 2015-055 and 2016-038, this Council authorized the Mayor to enter into various successive limited, non-exclusive Rental/Occupancy Agreements with the Strongsville Lacrosse Association; and

WHEREAS, SLA again desires to occupy and play its games on the City football fields on a limited and non-exclusive basis for 2017; and

WHEREAS, the City welcomes this effort to continue to provide the children and families of Strongsville a safe and rewarding youth lacrosse experience; and

WHEREAS, the parties, therefore, now desire to enter into another limited Rental/Occupancy Agreement for 2017 to be authorized in accordance with Strongsville Codified Ordinance 264.02.

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

CITY OF STRONGSVILLE, OHIO  
ORDINANCE NO. 2017 - 026  
PAGE 2

**Section 1.** That this Council finds and determines that the premises owned by the City and located on Lunn Road, Strongsville, Ohio, are not needed entirely for municipal public use; and authorizes and directs the Mayor to enter into another limited, non-exclusive Rental/Occupancy Agreement with the Strongsville Lacrosse Association for 2017, and upon the other terms and conditions set forth in the Rental/Occupancy Agreement, attached hereto and designated Exhibit 1, which is approved in all respects.

**Section 2.** That to the extent any funds will be required for the implementation of this Ordinance, such will be paid from the Multi-Purpose Complex Fund.

**Section 3.** That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this 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 in order to provide for the use of City lands by a non-profit organization, for recreational purposes for the benefit of the community, and to conserve City 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.

\_\_\_\_\_  
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. 2017-026 Amended: \_\_\_\_\_  
1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

## RENTAL/OCCUPANCY AGREEMENT

**THIS RENTAL/OCCUPANCY AGREEMENT** is made effective the \_\_\_\_ day of \_\_\_\_\_, 2017, by and between **THE CITY OF STRONGSVILLE, OHIO**, a municipal corporation organized and existing pursuant to law and located at 16099 Foltz Parkway, Strongsville, Ohio 44149 (hereinafter "City") and **STRONGSVILLE LACROSSE ASSOCIATION**, c/o Geoff Belz, an Ohio nonprofit limited liability company, qualified as a 501(c)(3) nonprofit organization and located at 20703 Pembroke Oval, Strongsville, Ohio 44149 (hereinafter called "SLA" or "Tenant").

### **WITNESSETH:**

WHEREAS, the City of Strongsville had previously purchased some twenty-five (25) acres of land located on Lunn Road near 21255 Lunn Road, primarily for purposes of a recreational park and recreational fields, and has expended sufficient sums to develop part of said land into a regulation game field and an adjacent practice field for football play by youth of the Strongsville community; and

WHEREAS, through adoption of Ordinance Nos. 2009-081 and 2014-126, the City entered into successive non-exclusive Lease Agreements with the Strongsville Football League, Inc. for lease of such premises and fields for periods of five (5) years each; and

WHEREAS, the Strongsville Lacrosse Association, is a Strongsville community-based nonprofit, volunteer organization that offers Strongsville residents a lacrosse program for boys and girls in grades 3 through 12; and further which views its mission to be using the game of lacrosse as a vehicle for teaching life lessons to the youth of Strongsville, regardless of skill level; and

WHEREAS, through adoption of Ordinance Nos. 2012-030, 2013-071, 2014-015, 2015-055 and 2016-038, Council authorized the Mayor to enter into various successive limited, non-exclusive Rental/Occupancy Agreements with the SLA; and

WHEREAS, SLA again desires to occupy and play its games on the City football fields on a limited and non-exclusive basis for 2017; and

WHEREAS, the City welcomes this effort to continue to provide the children and families of Strongsville a safe and rewarding youth lacrosse experience.

NOW, THEREFORE, the parties, in consideration of the above, and the following agreements, covenants and representations, agree that:

### **1. DESCRIPTION AND RENTAL OF PREMISES**

The City hereby rents to Tenant for limited occupancy, and Tenant hereby rents from City, certain premises situated on Lunn Road near 21255 Lunn Road, in the City of Strongsville, County of Cuyahoga, and State of Ohio and commonly known as the "City of Strongsville Football Fields," as reflected on the drawing attached as Exhibit A, which is made a part hereof (hereinafter the "Premises").

## **2. TERM**

### **2.1 Term**

The term of this Rental/Occupancy shall commence March 30, 2017 and end at midnight June 2, 2017, with the football fields (other than practices) only being occupied for home games on the specific dates indicated on the attached Exhibit C incorporated herein.

### **2.2 Termination**

Tenant hereby acknowledges that the City may, at any time, and without cause, terminate this Agreement upon thirty (30) days written notice. The City will make every good faith effort to apprise Tenant of its intentions at the earliest possible date, but reserves the right to terminate this Agreement within its sole discretion.

### **2.3. Holding Over**

If Tenant holds over in possession of the Premises after the expiration date of the term of this Rental Agreement, and no new agreement is executed, the City shall have the option of (i) renewing this Rental Agreement for an additional term of one (1) year, or (ii) considering Tenant a month-to-month tenant, in either event under the same conditions, other than term, as are provided in this Agreement and then in effect, including rent; or (iii) declaring Tenant in Default. The City may exercise its option to renew this Agreement as provided above by giving Tenant notice thereof as provided in this Agreement within thirty (30) days after commencement of Tenant's holding over in possession. If the City fails to give such notice within the time provided therefore, a month-to-month tenancy shall be deemed to have been created.

## **3. RENT**

### **3.1 Basic Rent**

Tenant agrees to pay to the City as rental for the term of this Rental/Occupancy the sum of Ten and No/100 Dollars (\$10.00), per game date for a total of Eighty and No/100 Dollars (\$80.00), payable in full and in advance on March 30, 2017.

### **3.2 Additional Rent**

As additional rent, Tenant agrees to contribute an amount reasonably determined by the Director of Recreation, but not to exceed the sum of \$1,000.00, payable to the City of Strongsville, for the costs of the initial set-up/painting of the field and maintenance of the painting throughout the season. In addition and included in such amount, is the cost of re-seeding the area in front of the two goals.

### **3.3 Effect of Increase in the City's Insurance Premiums**

(a) If the City's expense for insurance premiums relating to the Premises is increased over that for the period immediately prior to the commencement of the original term of this Agreement by reason of Tenant's use of the Premises, then the rental shall be increased over the amounts otherwise provided for in this Agreement by the amount of such increase in premiums over the premium paid by the City immediately prior to the entry of Tenant into possession of the Premises.



(b) Upon receipt of each premium notice, the City shall prepare and render to Tenant a statement for the amount of additional rent to be paid to the City hereunder. Such amount shall be payable within fifteen (15) days after such statement shall have been rendered.

### **3.4 Method of Payment**

All Basic Rent payments shall be made payable to the City of Strongsville and shall be sent to the City of Strongsville, 16099 Foltz Parkway, Strongsville, Ohio 44149, Attention: Finance Department, unless the City shall direct otherwise by notice to Tenant.

## **4. POSSESSION**

Tenant may enter into possession and occupancy of the Premises on the commencement date of the Term.

## **5. CONDITION OF PREMISES, REPAIRS, ALTERATIONS AND MAINTENANCE**

### **5.1 Condition of Premises at Commencement of Term**

Tenant has examined the Premises, knows their condition and accepts the Premises in their present condition. Tenant acknowledges that the City has made no representations to Tenant as to the condition of the Premises prior to or at the execution of this Agreement, and has promised no repairs or alterations thereto.

### **5.2 Repairs and Maintenance**

(a) The City shall have sole responsibility, at its expense, but within its sole discretion, to repair and maintain the Premises, including but not limited to lining and reasonable maintenance of the football game field, plus all driveways, sidewalks, parking areas or other paved areas servicing the Premises. City shall also, at its sole expense, keep all walks, driveways, sidewalks, parking areas or other paved areas servicing the Premises free of excessive snow, ice, water, rubbish and dirt and other natural or artificial accumulations.

(b) City shall perform such repairs and maintenance thereon as may be reasonably necessary within its sole discretion to maintain such areas in a clean, safe, serviceable and sound condition, and to comply with the laws, ordinances and regulations of all authorities which have jurisdiction over the Premises.

### **5.3 Condition of Premises at Termination of Agreement**

Upon the expiration or other termination of this Agreement, Tenant shall remove its goods and effects and those of all persons claiming under it from the Premises, and shall deliver and yield the Premises to the City in as good repair and condition as the Premises were at the commencement of the term of this Agreement, reasonable wear and tear excepted.

## **6. UTILITIES**

The City shall pay all charges for the use of sewers, water, light, fuel or other utilities relating to the Premises, if any.

## **7. INSURANCE AND INDEMNIFICATION**

### **7.1 Public Liability Insurance**

Tenant shall obtain, at its expense, effective as of the commencement of its right to occupy the Premises, and will maintain so long as Tenant continues to occupy or rent any part of the Premises, complete comprehensive, general liability insurance, under which the City will be named as an additional insured, the policy or policies to be in such form and issued by such company or companies as are satisfactory to the City, in the sum of One Million Dollars (\$1,000,000.00) in the event of injury to one person or damage to property and Two Million Dollars (\$2,000,000.00) in the event of injuries to more than one person or damage to property arising out of each occurrence for which a claim for damages may result. Said policy or policies, or a copy or copies thereof, or a certificate or certificates thereof, will be deposited with the City together with evidence of payment of the premiums thereon, within thirty (30) days after their issuance.

### **7.2 Fire, Extended Coverage and Similar Coverages**

If insurance coverage of all or any part of the Premises against loss or damage by fire, lightning, such perils as are at this time comprehended within the term "Extended Coverage," vandalism, malicious mischief, boiler and risk form, such perils as are included in the "Superior Form" of policy as issued by the Factory Insurance Association, Improved Risk Mutual, or similar organization, war risk, floods, earthquakes, rent insurance, etc., should be desired by the City, such insurance shall be obtained and maintained at the sole responsibility and expense of Tenant. If such additional insurance coverage is required by the City, Tenant will be notified consistent with Section 15 of this Agreement.

### **7.3 Indemnification**

Tenant will defend, indemnify, and hold harmless the City, its agents, employees and individual board and Council members from any and all claims, liabilities, demands, costs, expenses, damage or loss to persons (including loss of life) or property which may arise from the use of the Premises or from the conduct or management of or from anything done in or about the Premises by or on behalf of Tenant or any employee, agent, invitee, or licensee of Tenant, together with all costs, expenses and attorneys' fees incurred by the City in connection with any such claim, demand, or legal proceeding arising therefrom and brought against the City. The foregoing will also include, but not be limited to, any such damage or loss caused by Tenant itself or its officers, agents, representatives, guests or invitees.

## **8. USE**

### **8.1 General**

(a) Tenant's times and schedule of specific use shall be on a non-exclusive basis and specifically designated by the City through its Director of Recreation & Senior Services; provided, however, that scheduling of games and practice sessions shall be afforded to the Tenant in order to attempt to accommodate the Tenant's needs over any other potential users or occupiers. The foregoing is subject, however, to City Recreation Department programs which will always take precedence with regard to

scheduling; and also to the fact that the City's Recreation Department reserves the right to alter, modify, supplement, amend and revise schedules, rules and regulations within its sole discretion.

(b) Tenant shall occupy and use the Premises for recreational purposes only and for no other purpose, and in a careful, safe and proper manner, and shall not commit or suffer any waste therein. Tenant shall not occupy or use the Premises for any unlawful purpose, in violation of any lawful covenant or condition of record restricting the use of the Premises, or in any way that would increase or cause foreseeable harm or injury to others. In its occupation and use of the Premises, Tenant shall comply with all laws, ordinances, rules, regulations, requirements and orders of all governmental authorities having jurisdiction over the Premises.

(c) If any such authority notifies the City of a violation of any such law, ordinance or regulations, the City shall notify Tenant thereof, and Tenant shall have ten (10) days following such notice to correct such violations. Failure by Tenant so to act within such ten (10) day period shall constitute a default for the purpose of this Agreement.

(d) All excise taxes, license fees and charges for permits which may arise from the use or operation of the Premises or the conduct of any business thereon shall be payable by Tenant, and Tenant shall save the City harmless from all liability therefor.

## **8.2 Alterations and Improvements**

(a) Tenant shall not be permitted under any circumstances to make alterations or improvements to the Premises.

(b) The City may make such alterations and additions affecting the Premises as it might desire, provided that the same shall not materially impair Tenant's use of the Premises consistent with this Agreement.

## **8.3 Other Conditions**

(a) The dimensions of the game field will be slightly different from a regulation lacrosse field due to safety concerns (see attached Exhibit B for the dimensions and layout).

(b) The City will have the sole discretion to cancel games or practices due to field conditions; with such information disseminated through the City's rain-out number (440-580-3102).

(c) Practices are permissible on the fields behind the football fields.

(d) SLA will finance all of its operating costs including, but not limited to any necessary equipment, uniforms or referee fees and costs of marketing and fundraising efforts on its own and without any assistance from the City of Strongsville.

## **9. DEFAULT**

### **9.1 Events Constituting Default**

For the purpose of this Agreement, "default" shall mean any of the following events: (a) abandonment of the Premises by Tenant, or (b) failure by Tenant to pay any installment of rent or other money or obligations within ten (10) days after the City shall have given Tenant written notice that such rent or other obligation is past due, or (c) failure by Tenant to perform or observe any other covenant or agreement under this Agreement, which failure shall continue uncured for a period of thirty (30) days after

delivery to Tenant of written notice thereof, or (d) Tenant's permitting the Premises to be vacant or unoccupied for more than thirty (30) consecutive days.

### **9.2 Effect of Default**

In the event of default, the City may at its option (a) terminate this Agreement, or, without terminating this Agreement, terminate Tenant's right to possession of the Premises under this Agreement, (b) re-enter the Premises with or without process of law, using such force as may be necessary and remove all persons and chattels therefrom and the City shall not be liable for damages or otherwise by reason of such re-entry, (c) cure any default relating to the condition of the Premises and obtain reimbursement of expenses therefor from Tenant, or (d) employ any other remedy provided by law. The foregoing remedies may be exercised individually or cumulatively at the option of the City, and the exercise of any one shall not be deemed a waiver of the City's right to exercise one or more additional remedies. Except as provided in this Agreement, Tenant waives the necessity of demand for rent and any other demand or notice that may now or thereafter be required by any statute, regulation or decision for the maintenance by City of any action in forcible entry and detainer. The commencement of such an action by the City shall for the purpose of this Agreement be equivalent to the City's exercise of its right to re-enter the Premises.

### **9.3 Waiver or Default**

No waiver of any condition or covenant of this Agreement by the City or Tenant shall be construed as constituting a waiver of any subsequent breach of any such condition or covenant, or as justification or authorization for the breach or any other covenant or condition of this Agreement; nor shall the acceptance of rent by the City at a time when Tenant is in default under any covenant or condition of this Agreement be construed as a waiver of such default or any of the City's rights, including, but not limited to, the right to terminate this Agreement on account of such default or as an estoppel against the City, or be construed as an amendment to this Agreement or as a waiver by the City of any other right created herein or by law in favor of the City and against Tenant on account of such default.

## **10. MECHANICS' LIENS**

The Tenant shall not permit any mechanics', laborers', materialmens' or other liens to stand against the Premises for any labor, machinery or materials furnished or claimed to have been furnished in connection with the work of any character performed or claimed to have been performed on, or pertaining to the Premises solely for Tenant or under Tenant's control, whether such work was performed or materials furnished prior to or subsequent to the commencement of the term of this Agreement. If any such lien shall be filed or shall attach, the Tenant shall promptly either pay the same or procure the discharge thereof by giving security or in such other manner as is required or permitted by law. If Tenant fails to do so within thirty (30) days after receiving written notice from the City, the City may procure the discharge of such lien, by payment or otherwise, and may recover all costs and expenses of so doing from Tenant. Moreover, Tenant shall defend, indemnify and hold harmless the City from and against all claims, demands and legal proceedings on account of such furnishing or claimed furnishing of labor, machinery, material and fuel, and shall directly pay or reimburse the City for all costs and expenses thereof, including, but not limited to, attorneys' fees (to the extent permitted by law), bond premiums and court costs.

## **11. QUIET ENJOYMENT**

Upon Tenant's paying the rent, and performing and observing the agreements and conditions on its part to be performed and observed, Tenant shall and may peaceably and quietly have, hold, and enjoy the Premises during the term of this Rental/Occupancy Agreement on a non-exclusive basis and subject to the City's scheduling of its use, but otherwise without interference by the City or anyone claiming by, through or under the City. However, the City shall not be liable for any damage or interference with use occasioned by or from (a) any gas, water or other pipes bursting or leaking, or (b) water, snow or ice on the Premises.

## **12. RIGHT OF ENTRY**

The City, its agents and employees shall have the right, at all reasonable times during the term of this Rental/Occupancy, to enter the Premises to view and inspect the same and to perform any work therein which may be required or permitted of the City hereunder; provided, however, that the City, its agents and employees shall in exercising such right not unreasonably interfere with Tenant's use of the Premises. The City also shall have the right to use or arrange for use of the Premises by others when it is not in use by Tenant.

## **13. ASSIGNMENT, SUBLEASE AND CHANGE OF ORGANIZATION**

### **13.1 Assignment and Sublease**

Tenant shall not assign this Rental/Occupancy or any of its benefits or burdens under this Agreement, or sublet all or any part of the Premises, or permit all or any part of the Premises to be used or occupied by others unless Tenant first obtains the City's prior written consent, which the City may, in its discretion, withhold for any reason or none at all.

### **13.2 Change of Organization of Tenant**

Tenant shall not terminate its existence, change its form of organization or permit the change of identity of its principal officers or the transfer of all, or substantially all of its assets without first having obtained the City's written consent. The City shall not unreasonably withhold such consent, and shall be deemed to consent to any change in officer status or otherwise resulting from the death or long-term disability of any officer or trustee of Tenant.

## **14. NOTICES**

All notices to the City  
shall be sent to:

The City of Strongsville  
18100 Royalton Road  
Strongsville, Ohio 44136  
Attention: Bryan V. Bogre, Director  
of Recreation & Senior Services  
(With a copy to the Law Director)

All notices to the Tenant  
shall be sent to:

Strongsville Lacrosse Association  
c/o Geoff Belz  
20703 Pembroke Oval  
Strongsville, Ohio 44149

Either party may at any time change the address to which notice shall be sent by advising the other party in writing of such a change. Notice shall be deemed given if sent by certified mail, postage prepaid, return receipt requested, and any such notice shall be deemed given when mailed as provided in this Section.

#### **15. PARTIES BOUND AND BENEFITED**

This Agreement shall bind and benefit the parties hereto, their successors and permitted assigns. The words "City" and "Tenant" in this Agreement shall be construed to include the corporations and/or entities named herein as City and Tenant, respectively, and their respective successors and permitted assigns. This Section shall not be construed to abridge, modify or remove the prohibitions or restrictions on assignment, subleasing, permission to occupy or similar acts contained elsewhere in this Agreement.

#### **16. RELATIONSHIP OF THE PARTIES**

Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, or any relationship between the parties hereto other than that of City and Tenant.

#### **17. ONLY AGREEMENT**

This instrument contains the entire and only agreement between the parties, and neither party has made any representations or warranties other than those contained herein. It shall not be modified in any way except by a writing signed by both parties and approved in accordance with law.

#### **18. CAPTIONS**

The captions utilized as headings for the various articles and sections of this Agreement are used only as a matter of convenience for reference, and are not to be considered a part of this Agreement nor to be used in determining the intent of the parties to this Agreement.

#### **19. GOVERNING LAW**

The validity and construction of this Agreement shall be governed by the law of the State of Ohio, where the Premises are located.

#### **20. COUNTERPARTS**

This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original.



IN WITNESS WHEREOF, the City and Tenant have caused this Rental/Occupancy Agreement to be executed by their duly authorized officers on the dates written below.

Witnesses:

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

**CITY OF STRONGSVILLE**

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

Thomas P. Perciak

Its: Mayor \_\_\_\_\_

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



Approved for form:


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

Law Director

**STRONGSVILLE LACROSSE ASSOCIATION**

(an Ohio Non-Profit Limited Liability Co.)

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

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

Geoff Belz

Its: President \_\_\_\_\_

Date: 2/15/17 \_\_\_\_\_

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 and voluntary act and deed as Mayor, and the free and voluntary act and deed of said municipal corporation.

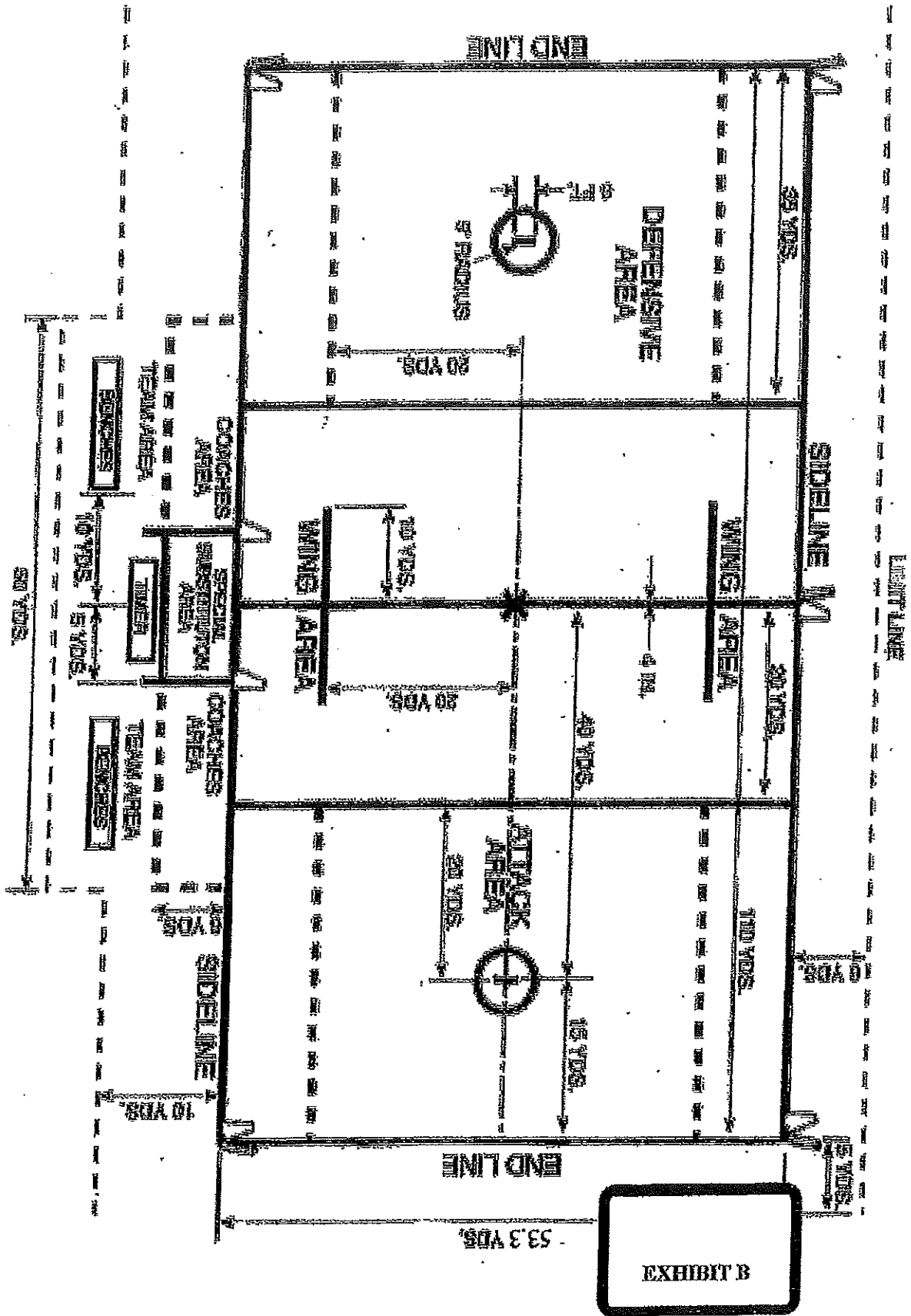
IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Strongsville, Ohio, this \_\_\_\_ day of \_\_\_\_\_, 2017.

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





# Youth and High School Men's Lacrosse Field of Play



**EXHIBIT B**

**2017 STRONGSVILLE LACROSSE BOYS SCHEDULE**

Saturday, April 8

Monday, April 10

Tuesday, April 18

Monday, May 1

Saturday, May 6

Thursday, May 11

Monday, May 15

Saturday, May 27

**EXHIBIT C**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/7/2016

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).

<b>PRODUCER</b> Homestead Insurance Agency Inc. 1324 Pearl Road PO Box 0802 Brunswick OH 44212	<b>CONTACT NAME:</b> Scott Liberty (Cas)	
	<b>PHONE (A/C, No, Ext):</b> (330) 225-3100	<b>FAX (A/C, No):</b> (330) 225-5044
<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Burns & Wilcox Ltd		
<b>INSURER B:</b>		
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		


**COVERAGES**                      **CERTIFICATE NUMBER:** CL1612500532                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			HPP1556059D	1/3/2017	1/3/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ included
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> 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)**  
 City of Strongsville is listed as additional insured per for CG2026 4/13 attached

**OHIO LAW REQUIRES US TO NOTIFY YOU OF THE FOLLOWING:**  
 "Any person who, with intent to defraud or knowing that she/he is facilitating a fraud against an insurer, submits an application, or files a claim containing a false or deceptive statement is guilty of insurance fraud."

<b>CERTIFICATE HOLDER</b>  City of Strongsville 16099 Foltz Industrial Parkway Strongsville, OH 44149	<b>CANCELLATION</b>  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 
---	--

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name of Additional Insured Person(s) Or Organization(s):**

Effective Date: 01/03/2017  
City of Strongsville  
16099 Foltz Industrial Parkway  
Strongsville, OH 44149

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- 1. In the performance of your ongoing operations; or
- 2. In connection with your premises owned by or rented to you.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 027

By: Mayor Perciak and All Members of Council

**AN ORDINANCE ENACTING A NEW CHAPTER 876 “USE OF PUBLIC WAYS BY SERVICE PROVIDERS” OF TITLE TWO OF PART EIGHT OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.**

WHEREAS, increasing demand is being made on the City’s streets and rights of way to accommodate facilities of telecommunications providers and other service providers; and

WHEREAS, it is in the City’s best interest to manage the occupancy and use of the City’s streets and rights of way by telecommunications providers and other service providers to the extent permitted by law.

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 enacts a new Chapter 876 of Title Two of Part Eight of the Codified Ordinances of the City of Strongsville to read in its entirety as follows:

**CHAPTER 876  
Use of Public Ways by Service Providers**

876.01	Scope of Chapter; Definitions.	876.05	Notice of Work, Routine Maintenance and Emergency Work.
876.02	Consent to Occupy or Use the Public Right-of-Way.	876.06	Miscellaneous Provisions.
876.03	General Public Right-of-Way Use Regulations.	876.99	Penalties and Other Remedies.
876.04	Location, Relocation and Removal of Micro Wireless Facility.		

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**876.01 SCOPE OF CHAPTER; DEFINITIONS.**

- (a) The purpose and intent of this Chapter is to:
- (1) Manage Occupancy or use of the Public Right-of-Way.
  - (2) Encourage the provision of advanced, competitive telecommunications services on the widest possible basis to the businesses, institutions and residents of the City;

**CITY OF STRONGSVILLE, OHIO**

**ORDINANCE NO. 2017 – 027**

**Page 2**

- (3) Permit and manage reasonable access to the Public Right-of-Way of the City for telecommunications service purposes on a competitively neutral basis.
- (4) Conserve the limited physical capacity of the Public Right-of-Way held in trust by the City for the benefit of the public.
- (5) Assure that the City receives cost recovery for the Occupancy and use of the Public Right-of-Way in accordance with law.
- (6) Assure that all Service Providers with Facilities in the Public Right-of-Way comply with the ordinances, rules and regulations of the City.
- (7) Assure that the City fairly and responsibly protects the public health, safety and welfare.
- (8) Enable the City to discharge its public trust consistent with rapidly evolving federal and State regulatory policies, industry competition and technological development.

(b) For the purpose of this Chapter, and the interpretation and enforcement thereof, the following words and phrases shall have the following meanings, unless the context of the sentence in which they are used shall indicate otherwise:

- (1) Accessory Equipment means any equipment used in conjunction with a Wireless Facility or Wireless Support Structure. “Accessory Equipment” includes utility or transmission equipment, power storage, generation or control equipment, cables, wiring, and equipment cabinets.
- (2) Affiliate means a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with another Person.
- (3) Antenna means a system of electrical conductors that transmit or receive electromagnetic waves or radio frequency signals. Such waves shall include, but not be limited to, radio, television, cellular, paging, personal telecommunications service, internet, and microwave telecommunications.
- (4) Capital Improvement means an addition made to enhance the value or extend the useful life of an existing System or Facilities, including Construction, Reconstruction, installation, rehabilitation, renovation, improvement, enlargement and extension of Facilities, but not including ordinary or Routine Maintenance.
- (5) City means the City of Strongsville, Ohio.
- (6) City Property means and includes all real property owned by the City, other than Public Streets and public easements, and all property held in a proprietary capacity by the City, which are not subject to Public Right-of-Way consent and requirements of this Chapter.
- (7) Construct, Constructing, Construction, etc. means installing, repairing, replacing or removing any Facility, regardless of the methods employed.

- (8) Distributed Antenna System means a network or facility to which all of the following apply:
  - (A) It distributes radio frequency signals to provide Wireless Service.
  - (B) It meets the height and size characteristics of a Small Cell Facility.
  - (C) It consists of all of the following:
    - (i) Remote antenna nodes deployed throughout a desired coverage area;
    - (ii) A high-capacity signal transport medium connected to a central hub site; and
    - (iii) Equipment located at the hub site to process or control the radio frequency signals through the antennas.
  - (D) It conforms to the size limitations specified in Section 876.01(b)(26) of this Chapter.
- (9) Emergency means an unforeseen occurrence or condition calling for immediate action.
- (10) Engineer means the Engineer of the City or Engineer's designee.
- (11) Excavate, Excavating or Excavation means cutting, sawing, breaking, drilling into, boring under, or otherwise altering any Public Street or sidewalk pavement, and/or digging, drilling into or boring under any unpaved portion of the Public Right-of-Way, including any other work or activity which disturbs the existing surface or subsurface structure, composition, or soil compaction, for the purpose of carrying on any Construction activity.
- (12) Facilities or Facility means the plant, equipment and property, including but not limited to Accessory Equipment, Antenna, cables, fibers, wires, pipes, conduits, ducts, pedestals, antennae, electronics, poles, pipes, mains, plant, equipment and other appurtenances located under, on or above the surface of the ground in the Public Right-of-Way of the City for a Micro Wireless Facility.
- (13) Lane Obstruction means the blocking or diverting of vehicular and/or pedestrian traffic from a street or sidewalk for the purpose of Constructing, Excavating, installing, repairing, maintaining, operating, replacing or removing any Facility, including (A) the lifting or removing of manhole or handhole covers, and (B) the opening or accessing of at-grade or pole-mounted cabinets, pedestals, transformers, power supplies, amplifiers, splice enclosures, traps or other Facilities.
- (14) Micro Wireless Facility includes both a Distributed Antenna System and a Small Cell Facility, and the related Wireless Facilities.
- (15) Monopole means a support structure constructed of a single, self-supporting hollow metal tube securely anchored to a foundation.
- (16) Occupancy, Occupy or Use means, with respect to the Public Right-of-Way, to place a tangible thing in the Public Right-of-Way



for any purpose, including, but not limited to, constructing, repairing, positioning, maintaining or operating lines, poles, pipes, conduits, ducts, equipment or other structures, appurtenances or Facilities.

- (17) Overhead Facilities means utility poles and wires, cables and other such equipment running between and on such poles, including the underground supports and foundations for such Facilities.
- (18) Person means and includes corporations, companies, associations, joint stock companies or associations, firms, partnerships, limited liability companies, trusts, public utility, any other entity, and individuals and includes their lessors, trustees and receivers; but specifically excludes the City itself.
- (19) Private Service Provider means any Person who, pursuant to the consent to Occupy or Use the Public Right-of-Way pursuant to Section 876.02 of this Chapter, directly or indirectly owns, controls, operates or manages a Micro Wireless Facility within the City's Public Right-of-Way used or to be used for the purpose of transmitting, receiving, distributing or providing telecommunications or Wireless Services.
- (20) Public Right-of-Way means the surface of, and the space within, through, on, across, above or below, any Public Street, public road, public highway, public freeway, public lane, public path, public alley, public court, public sidewalk, public boulevard, public parkway, public drive, and any other land dedicated or otherwise designated for a comparable public use, which is owned or controlled by the City or other public entity or political subdivision.
- (21) Public Street means the paved and unpaved portion of any street, road, boulevard, drives, highway, freeway, parkway, lane court, alley or other Public Right-of-Way in which the City has an interest in law or equity and which has been acquired, established, dedicated or devoted to street purposes.
- (22) PUCO or Public Utilities Commission of Ohio means the State Administrative agency, or successor, authorized to regulate and oversee certain Public or Private Service providers and Services in the State of Ohio.
- (23) Reconstruct, Reconstruction, etc. means substantial physical change to all or a portion of an existing Facility or System involving Construction in Public Streets, utility easements, or Public Right-of-Way.
- (24) Routine Maintenance means repair, upkeep, replacement or restoration of existing Facilities located in the Public Right-of-Way that requires no more than one (1) working day to complete, is not an Emergency and does not include Excavation of the Public Right-of-Way.
- (25) Service Provider means any Private Service Provider.

- (26) Small Cell Facility means a Wireless Facility that meets the requirements of Sections 876.01(b)(26)(A)(1) and 876.01(b)(26)(A)(2) of this Chapter:
- (A) (1) Each Antenna is located inside an enclosure of not more than six cubic feet in volume or, in the case of an Antenna that has exposed elements, the Antenna and all of its exposed elements could fit within an enclosure of not more than six cubic feet in volume.
- (2) All other Wireless Equipment associated with the Facility is cumulatively not more than twenty-eight cubic feet in volume. The calculation of equipment volume shall not include electric meters, concealment elements, tele-communications demarcation boxes, grounding equipment, power transfer switches, cut-off switches, and vertical cable runs for the connection of power and other services.
- (B) If the Wireless Facility were placed on a Wireless Support Structure or Utility Pole, the increased height would be not more than ten feet or the overall resulting height would be not more than fifty (50) feet.
- (27) State means the State of Ohio.
- (28) Utility Pole means a structure that is designed for, or used for the purpose of, carrying lines, cables, or wires for electric or telecommunications services.
- (29) Wireless Facility means an antenna, Accessory Equipment, or other wireless device or equipment used to provide Wireless Service.
- (30) Wireless Service means any services using licensed or unlicensed wireless spectrum, whether at a fixed location or mobile, provided using Wireless Facilities.
- (31) Wireless Support Structure means a pole, such as a monopole, either guyed or self-supporting, light pole, traffic signal, sign pole, or Utility Pole capable of supporting Wireless Facilities.

**876.02 CONSENT TO OCCUPY OR USE THE PUBLIC RIGHT-OF-WAY.**

(a) Consent Required to Occupy Public Right-of-Way. No Person shall Occupy or use a Micro Wireless Facility in the Public Right-of-Way without obtaining prior consent from the City to do so.

(b) Initial Consent Presumed.

- (1) A Person with a Micro Wireless Facility in the Public Right-of-Way on the effective date of this Chapter, who lawfully occupies the Public Right-of-way on the effective date of this Chapter, shall be presumed to have initial consent of the City for its existing Micro Wireless Facility to Occupy or use the Public Right-of-Way which has been previously approved by the City.

- (2) Initial presumed consent for Occupancy or use of the Public Right-of-Way is limited to the existing Micro Wireless Facility.
  - (3) A Person with initial presumed consent is not relieved from compliance with this Chapter with respect to the ongoing Occupancy or Use of the Public Right-of-Way including, but not limited to, the Insurance and Indemnity requirements set forth in Sections 876.02(e) and (f) of this Chapter.
- (c) Application for Consent to Occupy or Use Public Right-of-Way.
- (1) The following Persons shall apply to the City for consent to Occupy or use the Public Right-of-Way on a form provided by the City, any Person who:
    - (A) Does not currently have an existing, Micro Wireless Facility in the City's Public Right-of-Way and desires to Construct a new Micro Wireless Facility in the Public Right-of-Way; or
    - (B) Has initial presumed consent or City consent to Occupy or Use the Public Right-of-Way for an existing Micro Wireless Facility but is planning:
      - (i) a Capital Improvement or Reconstruction of an existing Micro Wireless Facility; or
      - (ii) to Construct an additional Micro Wireless Facility anywhere in the City.
  - (2) The application for Consent to Occupy or Use the Public Right-of-Way shall include the following information with respect to the applicant's or Service Provider's planned or existing Micro Wireless Facility in the Public Right-of-Way, as well as plans for any planned Capital Improvements or Reconstruction:
    - (A) The identity, legal status and federal tax identification number of the applicant, including all Affiliates of the applicant or Service Provider that will Use or Occupy the Public Right-of-Way or are in any way responsible for the Micro Wireless Facility in the Public Right-of-Way.
    - (B) The name, address and telephone number of the local officer, agent or employee responsible for the accuracy of the application or initial registration and available at all reasonable times to be notified in case of emergency.
    - (C) A description of the existing or proposed Micro Wireless Facility in the City's Public Right-of-Way, including but not limited to engineering plans, specifications or a map, all in sufficient detail to identify:
      - (i) the location of the applicant's Micro Wireless Facility or proposed Micro Wireless Facility.
      - (ii) the location of all existing Overhead and/or underground Facilities, Facility or Micro Wireless Facility in the Public Right-of-Way in the area of the applicant's or Service Provider's Micro Wireless Facility or proposed Micro Wireless Facility that is

- sufficient to show the impact of the applicant's Micro Wireless Facility on other existing Facilities, Facility or Micro Wireless Facility.
- (iii) the location of all overhead and underground utility easements.
  - (D) A preliminary Construction schedule and completion date for all planned Capital Improvements.
  - (E) Evidence that the applicant or Service Provider has complied, or will comply, with indemnification and insurance requirements of this Chapter.
  - (F) Information sufficient to determine that the applicant or Service Provider has received any certificate of authority required by the PUCO.
  - (G) A description of the construction methods to be employed for the protection of existing structures, fixtures and Facilities in or adjacent to the Public Right-of-Way.
  - (H) A description of the structures, improvements and obstructions, if any, that the applicant proposes to temporarily or permanently remove or relocate.
  - (I) A description of the impact of Construction, Reconstruction, installation, maintenance or repair of a Micro Wireless Facility on trees in or adjacent to the Public Right-of-Way, together with a landscape plan for protecting, trimming, removing, replacing and restoring any trees or areas disturbed during Construction.
  - (J) All applications shall be accompanied by the certification of a State of Ohio registered professional engineer that the drawings, plans and specifications submitted with the application comply with applicable technical codes, rules and regulations.
  - (K) All applications which involve a Lane Obstruction or work on, in, under, across or along any Public Right-of-Way shall be accompanied by a traffic control plan demonstrating the protective measures and devices that will be employed, consistent with the Ohio Department of Transportation's Uniform Manual of Traffic Control Devices and other applicable ODOT regulations, to prevent injury or damage to Persons or property and to minimize disruptions to efficient pedestrian and vehicular traffic. The City may require the Service Provider to use and employ the City Police Force for Traffic Control.
  - (L) Such other and further information as may reasonably be requested by the City.
- (3) The City, by and through its Planning Commission, shall grant or deny, in writing, a Person's application for consent to Occupy or Use the Public Right-of-Way within sixty (60) days of the date on

which the Person filed the application and all necessary information with the City.

- (A) The City may withhold, deny or delay its consent to a Person's application to Occupy or Use the Public Right-of-Way based on the health, safety and welfare of the City and in accordance with City Ordinances and Ohio law. These reasons may include but not be limited to those criteria set forth in Section 876.02(d) of this Chapter.
  - (B) If the City denies a Person's application to Occupy or Use the Public Right-of-Way, the City shall provide its reasons in writing for denying the application, and shall provide any information that the Person may reasonably request necessary for the Person to obtain the City's consent to Occupy or Use the Public Right-of-Way.
- (4) The City's grant of consent for a Person to Occupy or Use the Public Right-of-Way shall be in the form of a Right-of-Way Occupancy Certificate which shall set forth the specific terms of the City's consent for such Person to Occupy or Use the Public Right-of-Way.
  - (5) Each Person submitting an application for Consent to Occupy or Use the Public Right-of-Way shall pay a fee in the amount of Two Hundred Fifty Dollars (\$250.00) per site and assessed by the Building Commissioner to reimburse the City for its administrative costs.
  - (6) The time periods set forth herein may be tolled:
    - (A) By mutual agreement between the Person requesting consent and the City;
    - (B) Where the City determines that the application is incomplete; or
    - (C) By the City in the event it has an extraordinary number of Micro Wireless Facilities contained in pending requests, in which case the City may toll the sixty (60) day period for a reasonable amount of time not exceeding an additional thirty (30) days.
  - (7) To toll the time period for incompleteness, the City shall provide written notice to the Person requesting consent not later than thirty (30) days after receiving the request, clearly and specifically delineating all missing documents or information.
  - (8) The time period begins running again when the Person makes a supplemental submission in response to the City's notice of incompleteness.
  - (9) If a supplemental submission is inadequate, the City shall notify the Person not later than ten (10) days after receiving the supplemental submission that the supplemental submission did not provide the information identified in the original notice delineating missing documents or information. The time period may be tolled in the

case of second or subsequent notices under the procedures identified in divisions (A) to (C) of this Section.

(d) Micro Wireless Facility in Right-of-Way. No Person shall occupy or use the Public Right-of-Way as a Micro Wireless Facility without first obtaining the approval of the proposed improvements by the Planning Commission. The Person proposing the improvements shall deliver to the Planning Commission sixteen (16) sets of the plans and specifications including all necessary details, profiles, and cross-sections for each proposed improvement. The Planning Commission shall approve or disapprove of such proposed improvements based on the following standards:

- (1) Compliance with all City codes and laws and other governmental laws where required;
- (2) The recommendation of all administrative departments in regard to the improvements;
- (3) The effect of the proposed improvements on the right-of-way and in relation to all other improvements already installed or approved;
- (4) The proposed location of the improvements in regard to such items as sight lines, drainage, safety, and visual interference;
- (5) The size, bulk, and location of the improvements in relation to obtaining proper light, air, privacy, usable open space, and compatibility with surrounding uses;
- (6) The proper screening or placement of the improvements to minimize the negative effects of the improvements on the right-of-way or adjoining uses;
- (7) Compliance with the United States Department of Transportation Manual on Uniform Traffic Control Devices (MUTCD) and Ohio Department of Transportation Ohio Manual of Uniform Traffic Control Devices (OMUTCD).

(e) Service Provider Insurance. As a condition of the consent to Occupy or Use the Public Right-of-Way, a Service Provider must secure and maintain, at a minimum, the following liability insurance policies insuring both the Service provider and the City as additional insured:

- (1) Comprehensive general liability insurance with limits not less than
  - (A) One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) annual aggregate, for bodily injury or death to each Person;
  - (B) One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) annual aggregate, for property damage resulting from any one accident; and
  - (C) One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) annual aggregate, for all other types of liability.



- (2) The liability insurance policies required by this Section shall be maintained by the Service Provider throughout the period of time during which the Service Provider is Occupying or Using the Public Right-of-Way, or is engaged in the removal of its Facilities. Each such insurance policy shall contain the following endorsement:

"It is hereby understood and agreed that this policy may not be canceled nor the intention not to renew be stated until ninety (90) days after receipt by the City, by registered mail, of a written notice addressed to the Building Commissioner of such intent to cancel or not to renew."

- (3) Within sixty (60) days after receipt by the City of said notice, and in no event later than thirty (30) days prior to said cancellation, the Service Provider shall obtain and furnish to the City replacement insurance policies meeting the requirements of this Section.
- (4) All insurance policies required herein shall be written with an insurance company authorized to do business in the State of Ohio in relation to the specific type of insurance required.

(f) General Indemnification. Each application for consent to Occupy or Use the Public Right-of-Way shall include, to the extent permitted by law, the Service Provider's express undertaking to defend, indemnify and hold the City and its elected and appointed officers, officials, employees, agents, representatives and subcontractors harmless from and against any and all damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense, arising out of, resulting from or alleged to arise out of or result from the negligent, careless or wrongful acts, omissions, failures to act or misconduct of the Service Provider or its Affiliates, officers, employees, agents, contractors or subcontractors in the design, Construction, Reconstruction, installation, operation, maintenance, repair or removal of its Micro Wireless Facility, and in providing or offering Services over the Micro Wireless Facility, whether such acts or omissions are authorized, allowed or prohibited by this Chapter.

**876.03 GENERAL PUBLIC RIGHT-OF-WAY USE REGULATIONS.**

(a) Public Right-of-Way Route. Consent granted to a Service Provider to Occupy or Use the Public Right-of-Way under Section 876.02 shall be limited to a grant to Occupy or Use the specific Public Right-of-Way and defined portions thereof, including the specific Micro Wireless Facility and location along the Public Right-of-Way, as approved by the City.

(b) Nonexclusive Consent to Occupy the Public Right-of-Way. No consent granted under Section 876.02 shall confer any exclusive right, privilege, license or franchise to Occupy or Use the Public Right-of-Way of the City, other than as specifically provided in said consent.

(c) Rights Permitted. No consent granted under Section 876.02 shall convey any right, title or interest in the Public Right-of-Way, but shall be deemed a consent only to Occupy or Use the Public Right-of-Way for the limited purposes granted by the consent. Further, no consent shall be construed as any warranty of title.

(d) Height. A Micro Wireless Facility may be attached to a Wireless Support Structure where the increased height would be not more than ten (10) feet or the overall resulting height would be not more than fifty (50) feet.

(e) Maximum Size. The Micro Wireless Facility must conform to the size limitations as defined for a Small Cell Facility in Section 876.01(b)(26) of this Chapter.

(f) Color. The Micro Wireless Facilities shall be a color or colors that are consistent with or most blends into the Wireless Support Structure on which they are installed, unless a different color is needed for public safety or service reliability reasons.

(g) Wiring and Cabling. Wires and cables connecting the Micro Wireless Facility shall be installed in accordance with the version of the National Electrical Code adopted by the City and in force at the time of installation. In no event shall wiring and cabling serving the Micro Wireless Facility interfere with any wiring or cabling installed by a cable television or video service operator, electric utility, telephone utility or other utility.

(h) Guy Wires Restricted. Guy wires and similar support structures may not be used as part of the installation of any Micro Wireless Facility, unless the Micro Wireless Facility is proposed to be attached to an existing Utility Pole that incorporated guy wires prior to the date of the request for consent.

(i) Grounding. The Micro Wireless Facility, including any ground-mounted equipment, shall be grounded in accordance with the requirements of the most current edition of the National Electrical Code adopted by the City regarding grounding of wireless facilities.

(j) Signage. Other than warning or notification signs required by federal law, or identification and location markings required by the City, a Micro Wireless Facility shall not have signs installed thereon.

(k) Maintenance of Micro Wireless Facility. Each Service Provider shall maintain its Micro Wireless Facility in good and safe condition and in a manner that complies with all applicable federal, State and local requirements.

(l) Safety Procedures. A Service Provider or other Person acting on its behalf shall use suitable barricades, flags, flagmen, lights, flares and other measures as necessary and in accordance with applicable State and local requirements for the safety of all members of the general public and to prevent injury or damage to any

**CITY OF STRONGSVILLE, OHIO**  
**ORDINANCE NO. 2017 – 027**  
**Page 12**

Person, vehicle or property by reason of such work in or affecting such Public Right-of-Way or property.

(m) Interference with the Public Right-of-Ways. No Service Provider may locate or maintain its Micro Wireless Facility so as to unreasonably interfere with the use of the Public Right-of-Way by the City, by the general public or by other Persons authorized to use or be present in or upon the Public Right-of-Way. All such Micro Wireless Facilities shall be moved by the Service Provider, temporarily or permanently, as determined by the Building Commissioner when necessary to protect the public, comply with the provisions of this Chapter, or otherwise comply with local, state or federal laws. The expense or cost to move said Micro Wireless Facility shall be the responsibility of the Service Provider.

(n) Damage to Public and Private Property. No Service Provider nor any Person acting on the Service Provider's behalf shall take any action or permit any action to be done which may impair or damage any City Property, Public Right-of-Way, or other public or private property located in, on or adjacent thereto.

(o) Restoration of Public Right-of-Way, Other Ways and City Property.

(1) When a Service Provider, or any Person acting on its behalf, does any work in or affecting any Public Right-of-Way or City Property, it shall, after the work is completed and at its own expense, promptly remove any obstructions therefrom and restore such ways or property, within ten (10) to thirty (30) days, at the Building Commissioner's discretion, to as good a condition as existed before the work was undertaken, unless otherwise directed by the City.

(2) If weather or other conditions do not permit the complete restoration required by this Section, the Service Provider shall temporarily restore the affected ways or property as directed by the Building Commissioner. Such temporary restoration shall be at the Service Provider's sole expense and the Service Provider shall promptly undertake and complete the required permanent restoration when the weather or other conditions no longer prevent such permanent restoration.

(p) Damage to Service Provider's Micro Wireless Facility. Unless directly and proximately caused by the willful, intentional or malicious acts of the City, the City shall not be liable for any damage to or loss of any Micro Wireless Facility in the Public Right-of-Way of the City as a result of or in connection with, but not limited to, any public works, public improvements, Construction, Excavation, grading, filling, salting, snow removal or work of any kind in the Public Right-of-Way by or on behalf of the City.

(q) Duty to Provide Information. Within ten (10) days of a written request from the City, each Service Provider shall furnish the City with documentation sufficient to show that the Service Provider has complied with all requirements of this Chapter.

(r) Assignments or Transfers of Consent. Consent to Occupy or Use the Public Right-of-Way may be, directly or indirectly, transferred, assigned or disposed of by sale, lease, merger, consolidation or other act of the Service Provider, by operation of law or otherwise, without consent of the City, so long as:

- (1) The City is notified of the proposed transfer on or before the date of transfer; and
- (2) The transferee shall fully comply with this Chapter within sixty (60) days of the transfer, including, but not limited to:
  - (A) All information required by the application for consent to Occupy or Use the Public Right-of-Way pursuant to Section 876.02 of this Chapter; and
  - (B) Any other information reasonably required by the City.

(s) Revocation of Consent. Consent granted by the City to Occupy or Use the Public Right-of-Way of the City may be revoked for any one of the following reasons:

- (1) Construction, Reconstruction, installation, location, operation or Excavation at an unauthorized location.
- (2) Construction, Reconstruction, installation, location, operation or Excavation in violation of City safety and/or Construction requirements.
- (3) Material misrepresentation or lack of candor by or on behalf of a Service Provider in any Permit application or registration required by the City.
- (4) Abandonment of Micro Wireless Facility in the Public Right-of-Way.
- (5) Failure to relocate or remove a Micro Wireless Facility or failure to restore the Public Right-of-Way, as required by this Chapter.
- (6) Insolvency or bankruptcy of the Service Provider.
- (7) The Micro Wireless Facility is in a state of disrepair which creates a public nuisance.
- (8) Violation of material provisions of this Chapter.
- (9) Construction under the consent is not commenced within two (2) years of the consent approval date.

(t) Notice and Duty to Cure. In the event that the Building Commissioner believes that grounds exist for revocation of consent to Occupy or Use the Public Right-of-Way or Construction Permit, the Building Commissioner shall give the Service Provider written notice of the apparent violation or noncompliance, providing a short and concise statement of the nature and general facts of the violation or noncompliance, and providing the Service Provider a reasonable period of time not exceeding thirty (30) days to furnish evidence:

- (1) That corrective action has been, or is being actively and expeditiously pursued, to remedy the violation or noncompliance;
- (2) That rebuts the alleged violation or noncompliance; and/or
- (3) That it would be in the public interest to impose some penalty or sanction less than revocation.

**876.04 LOCATION, RELOCATION AND REMOVAL OF MICRO WIRELESS FACILITY**

(a) Excess Capacity. To reduce Excavation and congestion in the Public Right-of-Way, it is the City's goal to encourage Service Providers to share occupancy of utility poles, as well as to construct, whenever possible, excess available space on utility poles for occupancy of future Micro Wireless Facilities in the Public Right-of-Way. The Service Provider may charge a reasonable market lease rate to other Providers for occupancy of the additional utility pole space as reimbursement.

(b) Relocation or Removal of Facilities. Within thirty (30) days following written notice from the City, a Service Provider shall, at its own expense, temporarily or permanently remove, relocate, change or alter the position of any Micro Wireless Facility in the Public Right-of-Way whenever the City shall have determined that such removal, relocation, change or alteration is reasonably necessary for:

- (1) The Construction, Reconstruction, repair, maintenance or installation of any City or other public improvement in or upon the Public Right-of-Way.
- (2) The operations of the City or other governmental entity in or upon the Public Right-of-Way.

(c) Removal of Unauthorized Micro Wireless Facility. Within thirty (30) days following written notice from the City, any Service Provider or other Person that owns, controls or maintains any unauthorized Micro Wireless Facility or related appurtenances in the Public Right-of-Way shall, at its own expense, remove the Micro Wireless Facility or appurtenances from the Public Right-of-Way of the City. After the thirty (30) days have expired, the City may remove the Micro Wireless Facility or appurtenances from the Public Right-of-Way at the other party's expense. A Micro Wireless Facility is unauthorized and subject to removal in the following circumstances:

- (1) Upon revocation of the Service Provider's consent to Occupy or Use the Public Right-of-Way;
- (2) Upon abandonment of a Micro Wireless Facility in the Public Right-of-Way of the City;
- (3) If the Micro Wireless Facility was Constructed, Reconstructed, installed, operated, located or maintained without the consent to do so, except as otherwise provided by this Chapter;
- (4) If the Micro Wireless Facility was Constructed, Reconstructed, installed, operated, located or maintained, or any Excavation of a Public Right-of-Way was performed, without prior issuance of a required Construction Permit, except as otherwise provided by this Chapter;
- (5) If the Micro Wireless Facility was Constructed, Reconstructed, installed, operated, located or maintained, or any Excavation of a Public Right-of-Way was performed, at a location not permitted pursuant to the City's consent to Occupy or Use the Public Right-of-Way or Construction Permit;

(d) Emergency Removal or Relocation of Micro Wireless Facility. The City retains the right and privilege to cut or move any Facilities, or stop work on any Construction, Reconstruction, installation, operation or Excavation, located in the Public Right-of-Way of the City, as the City may determine to be necessary, appropriate or useful in response to any need to protect the public health, safety or welfare.

**876.05 NOTICE OF WORK, ROUTINE MAINTENANCE AND EMERGENCY WORK.**

(a) Notice of Work. Except in case of Emergency, as provided in Section 876.05(c), or for Routine Maintenance as provided in Section 876.05(b), no Service Provider, or any Person acting on the Service Provider's behalf, shall commence any work in the Public Right-of-Way of the City without twenty-four (24) hours advance notice to the City, obtaining consent to Occupy or Use the Public Right-of-Way pursuant to Section 876.02, if required.

(b) Routine Maintenance and New Service Orders.

(1) A Service Provider need not obtain a Construction Permit or notify the City prior to or after commencing any Routine Maintenance or New Service Orders that do not include the Construction in, or Excavation or Lane obstruction of, a Public Right-of-Way or closing of a Public Street.

(2) For Routine Maintenance and New Service Orders that require the Service Provider to cause a Lane Obstruction in a Public Street for more than two (2) hours, the Service Provider shall provide the City with forty-eight (48) hours advance written notice prior to commencing the Routine Maintenance or New Service Order, and shall submit a drawing showing the planned traffic maintenance and indicating how the Service Provider will meet all requirements of ODOT's Manual of Traffic Control Devices or other applicable governmental regulations.

(c) Emergency Work. In the event of the need for any unexpected repair or Emergency work, a Service Provider may commence such Emergency response work as required under the circumstances, provided that for Emergency work that requires Excavation of a Public Right-of-Way or Lane Obstruction or closing of a Public Street, the Service Provider shall notify the City as promptly as possible before commencing such Emergency work, or as soon as possible thereafter if advance notice is not practicable. When notice is required, the Service Provider shall notify the Building Commissioner.

**876.06 MISCELLANEOUS PROVISIONS.**

(a) Other City Ordinances. In the event that any provision of this Chapter conflicts with any other provision of the City's Codified Ordinances or other ordinances or resolutions of the City, the more restrictive provision shall govern.



(b) Preemption by State and Federal Law. Except as may be preempted by applicable State or Federal law, rates, regulations, and orders, this Chapter shall apply and be controlling over each Service Provider engaged in the business of transmitting, supplying or furnishing of Services originating, passing through, or terminating in the City.

(c) Exemption for City-Owned or Operated Facilities. Nothing in this Chapter shall be construed to apply the provisions of this Chapter to Facilities, Facility, Micro Wireless Facility or Private Facility owned or operated by the City or any of its operations.

(d) Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Chapter, or its application to any Person, is, for any reason, declared invalid, in whole or in part by any court or agency of competent jurisdiction, said decision shall not affect the validity of the remaining portions hereof.

**876.99 PENALTIES AND OTHER REMEDIES.**

(a) Penalties. Any Person found guilty of violating, disobeying, omitting, neglecting or refusing to comply with any of the provisions of this Chapter shall be guilty of a misdemeanor of the fourth (4th) degree. A separate and distinct Offense shall be deemed committed each day on which a violation occurs or continues.

(b) Civil Violations and Forfeiture.

- (i) In lieu of the criminal penalties set forth above, the Building Commissioner may make an initial finding of a civil violation by the Service Provider for violating, disobeying, omitting, neglecting or refusing to comply with any of the provisions of this Chapter.
- (ii) The Civil Forfeiture shall be in an amount payable to the City of not less than \$100.00 nor more than \$500.00 for each offense. A separate and distinct offense shall be deemed committed each day on which a violation occurs or continues.
- (iii) An action for civil forfeiture shall be commenced by providing the Service Provider with written notice describing in reasonable detail the Service Provider's alleged violation of one or more provisions of this Chapter and the amount of the penalty that will be assessed against it.
- (iv) The Service Provider shall have fifteen (15) days subsequent to receipt of the notice of violation in which to correct the violation before the City may assess penalties against the Service Provider. The time in which to cure the violation may be extended by the City if, in the City's sole discretion, it determines that additional time is required to correct the violation; provided that the Service Provider commences corrective action within seven (7) days of the notice of violation and proceeds with reasonable diligence.
- (v) The Service Provider may dispute the alleged violation by providing the City with written notice within five (5) days of receipt of the notice of violation, setting forth in reasonable detail the reasons for

its dispute. The City shall set a date for hearing of the alleged violation before the Board of Building Code Appeals no sooner than thirty (30) days and not later than sixty (60) days from receipt of the notice of dispute.

- (vi) The City shall issue a written decision on the Service Provider's alleged violation within thirty (30) days after the hearing, which decision shall be final and subject to the administrative appeal procedures under Ohio law. If the City finds after hearing that the alleged violation(s) did occur, the penalty shall be assessed starting fifteen (15) days from the notice of violation and shall continue until the violation has been corrected.

(c) Other Remedies. Nothing in this Chapter shall be construed as limiting any administrative or judicial remedies that the City may have, at law or in equity, for enforcement of this Chapter.

**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 of 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 there is a need to accommodate and manage the increasing demand for the use of public rights-of-way within the City. 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. 2017-027 Amended: \_\_\_\_\_  
 1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

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

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2017 – 028

By: Mayor Perciak and All Members of Council

**A RESOLUTION EXTENDING THE MORATORIUM ON ACCEPTANCE OF APPLICATIONS FOR AND ISSUANCE OF APPROVALS, LICENSES AND/OR PERMITS FOR BUILDING CONSTRUCTION OR RECONSTRUCTION, LAND OR BUILDING USE, OR OCCUPANCY FOR ANY BUILDING, STRUCTURE, USE OR CHANGE OF USE THAT WOULD ENABLE THE CULTIVATION, PROCESSING, OR SALE OF MEDICAL MARIJUANA FOR AN ADDITIONAL PERIOD OF SIX MONTHS FROM THE EFFECTIVE DATE OF THIS RESOLUTION, IN ORDER TO ALLOW THE CITY ADMINISTRATION, COUNCIL AND THE PLANNING COMMISSION TO CONTINUE TO REVIEW APPLICABLE OHIO STATUTES, CRIMINAL CODES AND THE APPROPRIATE CODES RELATIVE TO SUCH USE, AND DECLARING AN EMERGENCY.**

WHEREAS, on June 8, 2016, the Ohio General Assembly has adopted and the Governor has signed into law, 131 Sub. H.B. 523, which becomes effective September 8, 2016; and

WHEREAS, 131 Sub. H.B. 523, among other things, permits patients in Ohio to use medical marijuana on the recommendation of physicians; creates state regulatory oversight of the cultivation, processing, retail sale, use and physician recommendation of medical marijuana; authorizes the legislative authority of a city to adopt regulations dealing with or limiting the number of retail medical marijuana dispensaries; and prohibits a cultivator, processor, retail dispensary or laboratory from being located or relocating within 500 feet of a school, church, public library, public playground or public park; and

WHEREAS, as such, the City's Administration, Council and the Planning Commission require additional time to continue to review all applicable codes statewide and within the City in order to formulate a local response to 131 Sub. H.B. 523; and

WHEREAS, pursuant to the Constitution of the State of Ohio and the Ohio Revised Code, municipalities have the power to enact planning and zoning laws that are for the health, safety, welfare, comfort and peace of the citizens of the municipality, including restricting areas used for businesses and trades; and

WHEREAS, this Council, on September 6, 2016, declared and imposed a moratorium of six (6) months on the acceptance of any applications and the granting of building permits or certificates of occupancy, or approval of site plans for any building,

**CITY OF STRONGSVILLE, OHIO**

**RESOLUTION NO. 2017 – 028**

**Page 2**

structure, use or change of use that would enable the cultivation, processing or wholesale or retail sale of medical marijuana within the City of Strongsville; and

WHEREAS, the City has commenced a review of the possibility of such cultivation, processing or wholesale or retail sale of medical marijuana taking place in the City of Strongsville, as well as the consequences of such activity and establishments; and is considering other technical and legal issues arising therefrom in order to properly protect and preserve the health, safety and welfare of the residents and citizens of the City.

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

**Section 1.** That this Council hereby extends the existing moratorium on consideration of any applications and the granting of building permits or certificates of occupancy, or approval of site plans for any building, structure, use or change of use that would enable the cultivation, processing or wholesale or retail sale of medical marijuana for an additional six (6) months from the effective date of this Resolution, in order to allow the City Administration, Council and the Planning Commission to continue to review applicable Ohio statutes, criminal codes and the Strongsville Zoning and Building Codes relative to such uses.

**Section 2.** That for the purpose of this Resolution, “medical marijuana” shall have the same meaning as that term is defined in Section 3796.01(A)(2) of the Ohio Revised Code, effective September 8, 2016.

**Section 3.** That no applications shall be accepted and building permits, certificates of occupancy, approval of site plans, or approval of any other permits shall be granted to anyone who intends to open, use any land or devote any floor area of a property for the purposes of the cultivation, processing, or retail sale of medical marijuana for the period of this moratorium. No existing property or use in the City may expand in any way that would establish cultivation, processing, or wholesale or retail sale of medical marijuana for the duration of the moratorium.

**Section 4.** 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 5.** 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. 2017 – 028**  
**Page 3**

**Section 6.** 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 associated with passage of 131 Sub. H.B. 523, and medical marijuana. 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. 2017-028 Amended: \_\_\_\_\_  
 1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_