

# City of Strongsville

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

March 30, 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 **Monday, April 3, 2017**, to be held in the Caucus Room and the Council Chamber at the **Mike Kalnich 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, 2017-045, 2017-046 and 2017-047.

**Public Safety and Health Committee** will meet to discuss Ordinance Nos. 2017-048, 2017-049 and Resolution Nos. 2017-050 and 2017-051.

**Building and Utilities Committee** will meet to discuss Ordinance No. 2017-052.

**Recreation and Community Services Committee** will meet to discuss Ordinance No. 2017-053 and Resolution No. 2017-054.

**Public Service and Conservation Committee** will meet to discuss Resolution No. 2017-055.

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

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

**8:00 P.M.**

**Regular Council Meeting**

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

**BY ORDER OF THE COUNCIL:**

Aimee Pientka, MMC  
Clerk of Council

**STRONGSVILLE CITY COUNCIL REGULAR MEETING**  
**MONDAY, APRIL 3, 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 – March 20, 2017*
6. APPOINTMENTS, CONFIRMATIONS, AWARDS AND RECOGNITION:
  - Administration of Oath of Office to newly-appointed Police Sergeant, Jacob A. Knipp.
  - Presentation by Strongsville City Schools Superintendent Cameron M. Ryba regarding school funding with the State.
7. PUBLIC HEARING:
  - 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. Second reading 02-21-17. Public hearing 04-03-17.*
8. 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:

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

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

10. AUDIENCE PARTICIPATION:

11. ORDINANCES AND RESOLUTIONS:

- Ordinance No. 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. Second reading 02-21-17. Public hearing 04-03-17.*
- 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. *First reading 02-21-17.*
- Ordinance No. 2017-045 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A MEMBER COMMUNITY INFRASTRUCTURE GRANT PROGRAM AGREEMENT BETWEEN THE NORTHEAST OHIO REGIONAL SEWER DISTRICT AND THE CITY OF STRONGSVILLE, IN CONNECTION WITH FUNDING AVAILABLE FOR THE DRAKE ROAD, BOWMAN DRIVE AND FETZER DRIVE SANITARY SEWER PROJECT, AND DECLARING AN EMERGENCY.
- Ordinance No. 2017-046 by Mayor Perciak and Mr. Daymut. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE FAWN MEADOW LANE AND IVYWOOD COURT WATERLINE REPLACEMENT PROJECT IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Ordinance No. 2017-047 by Mayor Perciak and Mr. Daymut. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A GRANT OF EASEMENT FOR SANITARY SEWER SYSTEM PURPOSES WITH TRUE NORTH ENERGY, LLC, AND DECLARING AN EMERGENCY.

- Ordinance No. 2017-048 by Mayor Perciak and Mr. DeMio. AN ORDINANCE AUTHORIZING THE MAYOR TO APPLY FOR FINANCIAL ASSISTANCE UNDER THE DRUG ABUSE RESISTANCE EDUCATION (“DARE”) LAW ENFORCEMENT GRANTS PROGRAM, AND DECLARING AN EMERGENCY.
- Ordinance No. 2017-049 by Mayor Perciak and Mr. DeMio. AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO AN AGREEMENT WITH TAC COMPUTER, INC. FOR CONTINUATION OF COMPUTER SOFTWARE AND MAINTENANCE SERVICES FOR THE STRONGSVILLE POLICE AND FIRE DEPARTMENTS, INCLUDING THE CITY’S REGIONAL PUBLIC SAFETY DISPATCH CENTER, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.
- Resolution No. 2017-050 by Mayor Perciak and all Members of Council. A RESOLUTION ACCEPTING THE DONATION OF ONE (1) BULLET AND STAB PROTECTIVE VEST FOR USE BY CHASE, THE CITY OF STRONGSVILLE POLICE DEPARTMENT K-9 OFFICER.
- Resolution No. 2017-051 by Mayor Perciak and Mr. DeMio. A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS FOR SELF-CONTAINED BREATHING APPARATUS (SCBA<sub>s</sub>) UNITS AND RELATED EQUIPMENT FOR USE BY THE CITY OF STRONGSVILLE FIRE AND EMERGENCY SERVICES DEPARTMENT.
- Ordinance No. 2017-052 Mayor Perciak and Mr. Schonhut. AN ORDINANCE APPROVING, RATIFYING AND AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT AND MAKE PAYMENT FOR THE EMERGENCY PURCHASE, REPLACEMENT AND INSTALLATION OF THE HVAC BOILERS AND HEATER UNITS AT THE CITY’S POLICE DEPARTMENT HEADQUARTERS BUILDING AND COUNCIL CHAMBERS ON ROYALTON ROAD, WITHOUT PUBLIC BIDDING; AND DECLARING AN EMERGENCY.
- Ordinance No. 2017-053 by Mayor Perciak and Mr. Southworth. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A NON-EXCLUSIVE RENTAL/OCCUPANCY AGREEMENT WITH THE STALLIONS ATHLETIC ORGANIZATION ON A LIMITED BASIS FOR 2017, FOR THE USE OF VARIOUS BASEBALL FIELDS IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Resolution No. 2017-054 by Mayor Perciak and All Members of Council. A RESOLUTION ACCEPTING A DONATION OF \$2,000.00 TO THE CITY OF STRONGSVILLE TO BE USED FOR THE WOODSHOP LOCATED AT THE WALTER F. EHRNFELT RECREATION & SENIOR CENTER.
- Resolution No. 2017-055 by Mr. Carbone. A RESOLUTION GRANTING PERMISSION TO TRANSFER CERTAIN CERTIFICATES FOR BURIAL RIGHTS IN THE STRONGSVILLE MUNICIPAL CEMETERY [Rogers].

12. COMMUNICATIONS, PETITIONS AND CLAIMS:

- Application for Permit: TRFO-D5-D6: To: Stephens Ventures, LLC, 14751-53 Pearl Road, Strongsville, Ohio 44136 (Responses must be postmarked no later than 04/14/2017).

13. MISCELLANEOUS BUSINESS:

14. 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: February 21, 2017

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: PC/P2E  
2nd Rdg. 2/21/17 Ref: P2E  
3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

Pub Hrg. 4-3-17 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.

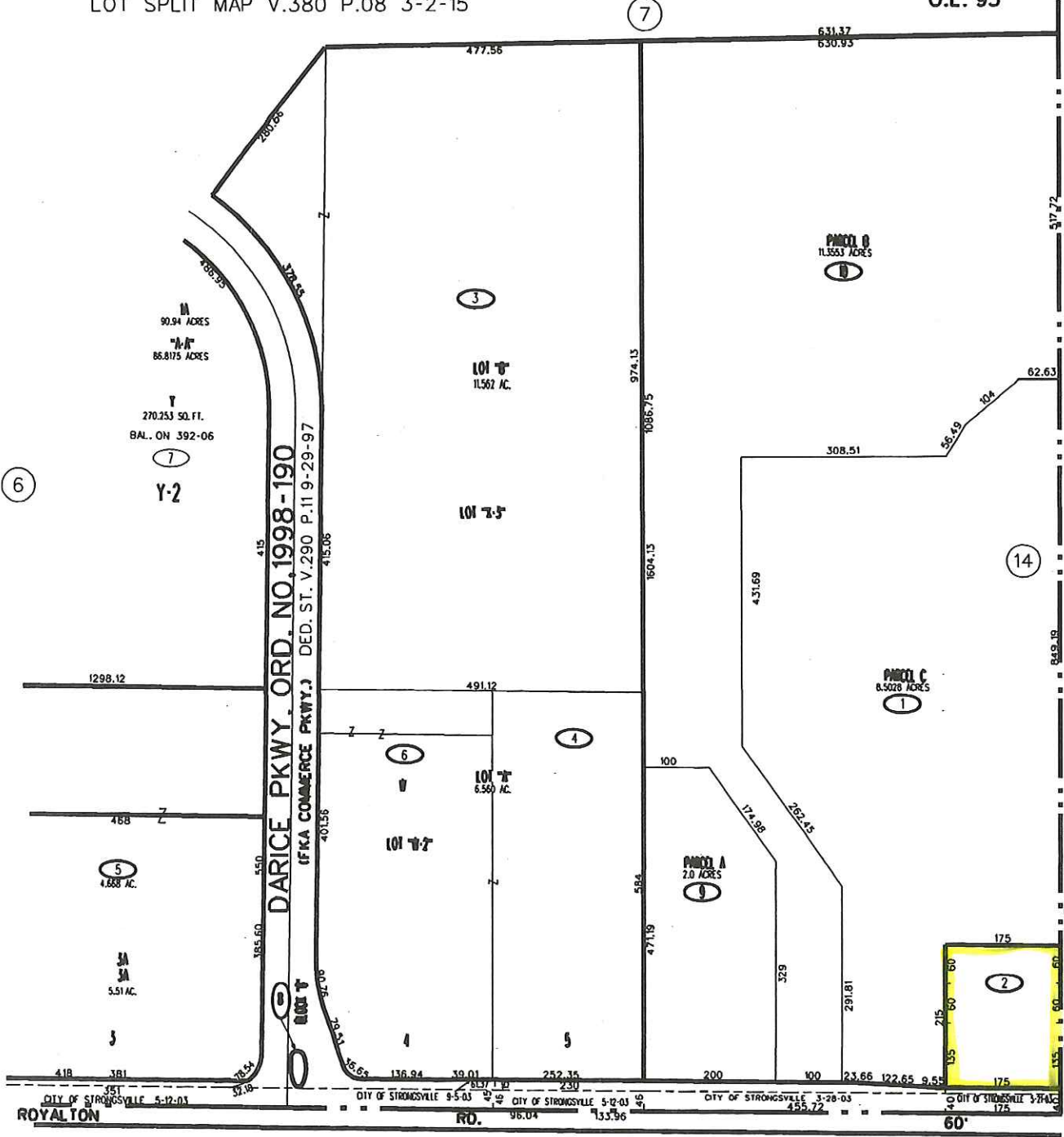
**EXHIBIT A**



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

O.L. 95



REVISED: 03-24-15 AC

MAP 393



DRAWN: MAY 1988

STRONGSVILLE MAP 392

SCALE: 1" = 100'  
50 0 100 200

**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 Tycast  
Notary Public  
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.

**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 C. 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 M. 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.

**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*  
CUYAHOGA COUNTY AUDITOR

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

CUYAHOGA COUNTY RECORDER  
200005150056 PAGE 1 of 2

Witness my hand this 2 day of May, 2000.

SIGNED IN THE PRESENCE OF:

*Gabriella Russo Rosalini*  
Gabriella Russo Rosalini

*Keith C. 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. 519.002 O.R.C.  
PAID

*Gabriella Russo Rosalini*  
NOTARY PUBLIC

MAY 12 2000

Conveyance Fee 0 Record No. 101576 This instrument prepared by  
TYPE ARM'S LENGTH YES ( ) NO (X)  
FRANK RUBBO, Cuyahoga County Auditor FRANK RUBBO & 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

Survivorship Deed

PERMANENT PARCEL  
NUMBER:

RECORDERS & AUDITORS STAMPS

CUYAHOGA COUNTY RECORDER  
200005160066 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 – 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.

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(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

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. 02-21-17 Ref: CDW  
 2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

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

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, **AS AMENDED.****

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;

- (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 **in the State of Ohio** 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.

- (5) Upon written application to, and written approval by, the Director of Finance of the City, a Service Provider may be self-insured to provide all of the same coverages as listed in this Section. As part of the review process, the Director of Finance may require, and the self-insurance applicant shall provide, any and all financial documents necessary to make a valid determination of the applicant's ability to meet the needs of this Chapter.**

(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 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.

**CITY OF STRONGSVILLE, OHIO**  
**ORDINANCE NO. 2017 – 027**  
**Page 18**

\_\_\_\_\_  
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

**CITY OF STRONGSVILLE, OHIO**

**ORDINANCE NO. 2017 – 045**

**By: Mayor Perciak and All Members of Council**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A MEMBER COMMUNITY INFRASTRUCTURE GRANT PROGRAM AGREEMENT BETWEEN THE NORTHEAST OHIO REGIONAL SEWER DISTRICT AND THE CITY OF STRONGSVILLE, IN CONNECTION WITH FUNDING AVAILABLE FOR THE DRAKE ROAD, BOWMAN DRIVE AND FETZER DRIVE SANITARY SEWER PROJECT, AND DECLARING AN EMERGENCY.**

WHEREAS, by and through adoption of Resolution No. 2016-102, this Council declared it necessary to improve Drake Road, Bowman Drive and Fetzer Drive by constructing sanitary sewers, catch basins and manholes, installing sanitary sewer service connections, replacing, where necessary, pavement, driveway aprons, storm sewers and culverts, and constructing a water line in Fetzer Drive (the "Project"); and

WHEREAS, further, by and through adoption of Ordinance No. 2016-177, Council determined to proceed with the above-referenced improvements to Drake Road, Bowman Drive and Fetzer Drive; and

WHEREAS, the Northeast Ohio Regional Sewer District ("District") is a regional sewer district organized and existing as a political subdivision under the authority of Chapter 6119 of the Ohio Revised Code; and

WHEREAS, on January 5, 2017, the District adopted Resolution No. 10-17 authorizing the District to implement the Member Community Infrastructure Program ("MCIP") in 2017; and

WHEREAS, the District is interested in assisting member communities with water quality and quantity issues associated with sewer infrastructure that adversely impact human health and the environment; and

WHEREAS, Ohio law authorizes regional water and sewer districts to enter into grant agreements with other political subdivisions for such water resource projects; and

WHEREAS, the District established the MCIP to provide water resource project funding opportunities to member communities for sewer infrastructure projects in the District's service area; and

WHEREAS, in response to the District's Request for MCIP Proposals, the City of Strongsville submitted a proposal for the Drake Road, Bowman Drive and Fetzer Drive Sanitary Sewer Project to be considered for funding through the District's MCIP; and

**CITY OF STRONGSVILLE, OHIO**  
**ORDINANCE NO. 2017 – 045**  
**Page 2**

WHEREAS, the District has determined that the City's Project will address water quality and quantity issues associated with sewer infrastructure that adversely impacts human health and the environment and, therefore, has awarded the City funding in the amount of \$617,165.00 for the Project; and

WHEREAS, the City will manage, design, procure and construct the MCIP Project, which generally consists of elimination of 91 household sewage treatment systems that are in failing condition, constructing a sanitary sewer, manholes and lateral connections, all in connection with the City's Drake Road, Bowman Drive and Fetzer Drive Sanitary Sewer Project.

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

**Section 1.** That the Mayor be and is hereby authorized and directed to enter into a Member Community Infrastructure Grant Program Agreement with the Northeast Ohio Regional Sewer District, a copy of which is attached hereto and marked as Exhibit "1," in order to provide the City with funding in the amount of \$617,165.00 to be utilized in connection with the sanitary sewer improvements to Drake Road, Bowman Drive and Fetzer Drive.

**Section 2.** That the Mayor, Director of Finance and/or City Engineer be and are hereby authorized to enter into and execute such Agreement and documents as may be necessary to participate in the Member Community Infrastructure Grant Program with the Northeast Ohio Regional Sewer District.

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

**Section 4.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to enter into the Agreement in order to participate in the program and to receive the City's share of funds available through the District's Member Community Infrastructure Grant Program. 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.

CITY OF STRONGSVILLE, OHIO  
ORDINANCE NO. 2017 - 045  
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\_\_\_\_\_  
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. 2017-045 Amended: \_\_\_\_\_  
1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

**MEMBER COMMUNITY INFRASTRUCTURE GRANT PROGRAM AGREEMENT**

**BY AND BETWEEN**

**NORTHEAST OHIO REGIONAL SEWER DISTRICT**

**AND**

**CITY OF STRONGSVILLE**

**FOR**

**DRAKE ROAD, BOWMAN DRIVE & FETZER DRIVE  
SANITARY SEWER PROJECT**

**THIS AGREEMENT** ("Agreement") is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2017 ("Effective Date"), by and between the Northeast Ohio Regional Sewer District ("District"), a regional sewer district organized and existing as a political subdivision under Chapter 6119 of the Ohio Revised Code, pursuant to the authority of Resolution No. 10-17, adopted by the District's Board of Trustees on January 5, 2017 (Exhibit "A"), and the City of Strongsville ("City" or "Member Community"), a charter municipality of the State of Ohio, acting pursuant to Ordinance No. 2017-045, passed on \_\_\_\_\_, 201\_ (Exhibit "B"). The District and the City may be collectively referred to herein as "Parties."

**RECITALS:**

WHEREAS, the District is interested in assisting member communities with water quality and quantity issues associated with sewer infrastructure that adversely impact human health and the environment; and

WHEREAS, Ohio law authorizes regional water and sewer districts to enter into grant agreements with political subdivisions for water resource projects; and

WHEREAS, pursuant to Ohio Revised Code Chapter 6119, generally, and Ohio Revised Code Section 6119.06(F), the District established the Member Community Infrastructure Program ("MCIP") to provide water resource project funding opportunities to member communities for sewer infrastructure projects in the District's service area; and

WHEREAS, the District issued a Request for MCIP Proposals (Exhibit "C"); and

WHEREAS, in response to the District's Request for MCIP Proposals, the City, a District member community, submitted an application for the Drake Road, Bowman Drive



& Fetzer Drive Sanitary Sewer Project (the "Project" or "MCIP Project"), attached hereto as Exhibit "D;"

WHEREAS, the District has determined that the MCIP Project will address water quality and quantity issues associated with sewer infrastructure that adversely impacts human health and the environment.

NOW THEREFORE, in consideration of the foregoing, the grant to be made by the District and the mutual promises contained in this Agreement, the parties agree as follows:

**Article 1. The MCIP Project**

- 1.1 The MCIP Project. The City will manage, design, procure and construct the MCIP Project, which generally consists of elimination of 91 household sewage treatment systems that are in failing condition, constructing a sanitary sewer, manholes, and lateral connections, as set forth in Exhibit "D."
- 1.2 Performance Goal and Verification. The performance goal for the MCIP Project is set forth in Exhibit D and the City agrees to provide the District with post-construction verification of the performance goal. Failure to do so may impact future grant awards.
- 1.3 Compliance with District's Code of Regulations. The MCIP Project shall be designed and constructed to ensure compliance with the District's Code of Regulations. The goal of the MCIP is to reduce water quality and quantity issues that impact human health and the environment associated with combined or separate sanitary and/or storm infrastructure problems.
- 1.4 Permits and Approvals. The City shall obtain and pay the cost of all required federal, state and local approvals, including permits, necessary to initiate and complete the MCIP Project.
- 1.5 Affected Property Owners. The City shall obtain all easements, rights of entry, and other necessary legal agreements with affected property owners to perform construction and to bind any successor in title to maintain compliance as required in this Agreement. The costs of obtaining such legal agreements are eligible for MCIP fund reimbursement, if they are part of the proposal and approved by the Sewer District.
- 1.6 MCIP Project Modifications. The City shall submit requests to modify the budget, deadlines, deliverables, or other components of the Project to the District Representative for approval at least fifteen (15) business days prior to

the execution of the modification. Any modification to the MCIP Project must be approved by the District Representative in writing.

- 1.7 Photographs of MCIP Project. The District shall have the right to observe, monitor, inspect, and photograph the MCIP Project at any and all stages of design and construction, as well as post-construction.

## **Article 2. Design and Construction of the MCIP Project**

- 2.1 District Review of Design Work. The Parties agree that the District shall have the right to review and comment on the final MCIP Project design plans prior to construction. The City shall submit the final MCIP Project design plans to the District Representative in a timely manner that provides the District with at least fifteen (15) business days to review. Any modification to the MCIP Project must be approved by the District Representative in writing.
- 2.2 MCIP Project Meetings. The District shall have the right to attend all MCIP Project progress meeting and shall receive at least five (5) business days advance notice of all such meetings. The District Representative shall receive meeting minutes from the City within five (5) business days of the meeting for review and comment, as may be necessary.
- 2.3 City to Bid and Construct MCIP Project. After the District's approval of the MCIP Project design in accordance with Article 2.1 above, the City shall bid and complete the construction work pursuant to the approved MCIP Project plans and specifications and in accordance with all applicable laws and regulations. The City shall be responsible for construction procurement, supervision, and inspection in accordance with the terms of this Agreement. The City shall notify the District Representative of the awarded bid amount within seven (7) calendar days of the award.
- 2.4 Construction Schedule. The District shall have the right to review and provide written comments to the proposed MCIP Project construction schedule, prior to the selected contractor beginning field activities.
- 2.5 Pre-Construction and Construction Meetings. The District shall have the right to attend all pre-construction and construction meetings with the MCIP Project contractor. The City shall notify the District Representative, in writing or via e-mail, of such meetings at least five (5) business days prior to the meeting date.

- 2.6 Daily Construction Supervision. The District is not required to and will not provide any daily construction supervision, or inspection and testing services for the MCIP Project.
- 2.7 As-Built Drawings. At the District's request, the City shall provide the District Representative with "as-built" drawings for the MCIP Project prior to creation of the final punch-list.
- 2.8 Record Drawings. The City shall provide to the District Representative record drawings, approved by the City's Engineer, at the closure of the MCIP Project.
- 2.9 District Request for Construction Progress Meetings. The City agrees to meet with the District to review the MCIP construction project status and progress, as may be requested by the District.
- 2.10 Payment of Prevailing Wage. The City shall be responsible for determining whether the payment of prevailing wages, as set forth in Chapter 4115 of the Ohio Revised Code, are required for labor used in constructing the MCIP Project, and shall ensure compliance with any prevailing wage requirements in such Chapter.

### **Article 3. Ownership, Operation, and Maintenance**

- 3.1 City Operation and Maintenance Responsibilities. During construction and after construction, the City shall own, operate, and maintain the MCIP Project. The City shall reimburse the District in an amount equal to one hundred percent (100%) of the District Funds provided by the District under this Agreement if this provision is violated. In the event that the District determines a violation of this section has occurred, the District shall notify the City in writing. The Parties agree to resolve any dispute relating to such alleged violation in accordance with the procedure set forth in Article 9 of this Agreement.
- 3.2 Post-Construction Operation and Maintenance Plan. The City shall provide the District with a post-construction operation and maintenance plan for the MCIP Project within thirty (30) days of substantial completion of the MCIP Project. Such plan shall include funding sources to provide for operation and maintenance and shall be updated by the City, as may be necessary, and as may be requested by the District.
- 3.3 Maintenance Inspection Records. The City shall maintain a record of the City's maintenance inspections and overall performance of the MCIP Project for at least three (3) years and shall submit a copy to the District upon reasonable request.

#### **Article 4. Project Costs and Funding**

- 4.1 **District Funds.** The District agrees to pay the City an amount not to exceed Six Hundred Seventeen Thousand One Hundred Sixty-Five Dollars (\$617,165.00) (the "District Funds") on a reimbursement basis, in accordance with the terms of this Article and Article 6. The anticipated reimbursement amount for calendar year 2017 is \$222,400.00 and for 2018 is \$394,765.00. Yearly anticipated reimbursement amounts may only be altered in writing at the discretion of the District's Director of Watersheds. The District shall withhold \$30,858.25 of the District Funds until the District receives final record drawings for the MCIP Project.
- 4.2 **City Funds.** The City agrees to pay all MCIP Project costs that exceed the amount of the District Funds ("City Funds"). Under no circumstance, shall the District be responsible for payment of any costs that, in aggregate, exceed the amount of the District Funds, including, but not limited to, Differing Site Conditions or other unforeseen situations. Prior to the City issuing a notice-to-proceed for any MCIP Project related work or service, the City shall provide the District a copy of the certification by the City's Finance Director that the City Funds have been lawfully appropriated by the City for the Project. This certification is attached hereto as Exhibit "E."
- 4.3 **Use of District Funds and Quarterly Reimbursement Requests and Progress Reports.** The District Funds must be used for activities and expenses approved by the District that are related to the MCIP Project accrued on or after January 1, 2017 and in accordance with the project schedule requirements set forth in Article 6. In accordance with the provisions of this Agreement, the District shall reimburse the City for eligible MCIP Project expenses based upon paid invoices, prepared and submitted by the City to the District, in the form prescribed by the District, and including all supporting documentation as required by this Agreement and the MCIP Policy, Process, and Procedures, attached hereto as Exhibit "F."

Quarterly reimbursement requests and progress reports shall be submitted to the District in accordance with the following:

- **First Request:** Due April 28, 2017 for work completed January 1, 2017 – March 31, 2017;
- **Second Request:** Due July 31, 2017 for work completed April 1, 2017- June 30, 2017;
- **Third Request:** Due October 31, 2017 for work completed July 1, 2017 – September 30, 2017;

- Fourth Request: Due January 31, 2018 for work completed October 1, 2017 – December 31, 2017;
- Fifth Request: Due April 27, 2018 for work completed January 1, 2018 – March 31, 2018;
- Sixth Request: Due July 31, 2018 for work completed April 1, 2018- June 30, 2018;
- Seventh Request: Due October 31, 2018 for work completed July 1, 2018 – September 30, 2018; and
- Eighth Request: Due January 31, 2019 for work completed October 1, 2018 – December 30, 2018.

Failure to submit the quarterly reimbursement request and progress report in accordance with these deadlines may result in the revocation of the Agreement by the District.

The District will accept submission of the final reimbursement request and progress report prior to the defined quarterly reimbursement schedule.

The City agrees to meet with District staff, as requested, to review MCIP Project progress and to use the quarterly reimbursement request and progress report form provided by the District and available at: <http://www.neorsd.org/mcip.php>.

- 4.4 Third Party Payments. The City shall bear the risk and remain solely responsible for any payments made by the City to third parties for work not approved by the District.
- 4.5 Records Retention. The City shall keep all records and documents relevant to the MCIP Project, including but not limited to, an accurate, current, and complete accounting of all financial transactions for the MCIP Project. Such records and documents shall be available at reasonable times and places for inspection and copying by the District or any authorized representative thereof and shall be submitted to the District upon request along with any other compliance information which may be reasonably required.
- 4.6 District Funds Not Used. Any District Funds that are not used to complete the MCIP Project shall be retained by the District.

**Article 5. Public Participation and Outreach**

- 5.1 Educational Signage and Public Outreach. The City shall coordinate any educational signage and any public outreach with the District. The City shall

acknowledge the District on MCIP Project related outreach communications and in public meetings that discuss the MCIP Project.

5.2 District Right To Reject. The District reserves the right to reject any signage, related to the MCIP Project.

**Article 6. Project Schedule and Warranty Period.**

6.1 Project Schedule. The MCIP Project schedule shall be as set forth in the Project Schedule and Budget Section of Exhibit "D." Any change to the Project schedule must be approved in writing by the District Representative.

6.2 MCIP Project Warranty. The City's construction agreement shall require the contractor to provide a minimum of a one (1) year warranty period that commences upon final completion of the MCIP Project construction ("Warranty Period"). Prior to the conclusion of the Warranty Period the City shall perform a CCTV inspection of the installed Project and provide a report to the District.

**Article 7. Term.**

7.1 Term. This Agreement shall begin on the date first above written and expire upon successful completion of the obligations contained herein.

**Article 8. Insurance.**

8.1 Insurance. The City shall require MCIP Project consultants and contractors to name the Northeast Ohio Regional Sewer District as an Additional Insured for general liability, automobile liability, and property liability insurance coverages.

**Article 9. Dispute Resolution.**

9.1 Continuation of Obligations. The Parties shall continue the performance of their obligations under this Agreement notwithstanding the existence of a dispute. The District reserves the right to deposit District Funds in an escrow account until the dispute is resolved.

9.2 Designated Representatives. The Parties shall first try to resolve the dispute at the level of the designated representatives as follows:

<b>District Representatives</b>	<b>City Representatives</b>
Director of Watershed Programs	City Engineer

If the Parties are unable to resolve the dispute at that level within ten (10) working days, the Parties shall escalate the dispute to the following level to resolve the dispute:

District Representatives	City Representatives
District Chief Legal Officer or CLO's designee	Law Director

9.3 Mediation. If the Parties remain unable to resolve the dispute within an additional ten (10) working days, the Parties shall proceed to mediation upon request by either party. The Parties shall mutually select a mediator who is experienced in public utility infrastructure engagements. The mediator shall review all documents and written statements, in order to accurately and effectively resolve the dispute. The mediator shall call a meeting between the Parties within ten (10) working days after the mediator appointment, which meeting shall be attended by at least the respective representatives in Article 9.2 above. The Parties shall attempt in good faith to resolve the dispute. The Parties agree to follow the Uniform Mediation Act, Chapter 2710 of the Ohio Revised Code. The Parties shall share the cost of the mediator equally.

9.4 Mediation Resolution. Such mediation shall be non-binding between the Parties and, to the extent permitted by law, shall be kept confidential. If the dispute is resolved and settled through the mediation process, the decision will be implemented by a written agreement signed by both Parties. If the dispute is unable to be resolved through mediation, the Parties agree to submit the dispute to the appropriate jurisdiction as per Article 10, Remedies, below.

**Article 10. Remedies.**

10.1 Remedies and Ohio Law. The Parties agree that, after exhausting the dispute resolution process outlined above, all claims, counterclaims, disputes and other matters in question between the Parties arising out of or relating to this Agreement, or the breach thereof, will be decided at law. This Agreement shall be governed by and interpreted according to the law of the State of Ohio. A party may file a lawsuit in a court of competent jurisdiction in Cuyahoga County, Ohio.

**Article 11. Notifications.**

11.1 Points of Contact. The Parties hereby designate the following individuals to serve as the primary points of contact under this Agreement:

District Representative	City Representative
<p>Linda Mayer  Watershed Funding Administrator  (440) 253-2147  <a href="mailto:mayerl@neorsd.org">mayerl@neorsd.org</a></p>	<p>Lori Daley  Assistant City Engineer  (440) 580-3123  <a href="mailto:Lori.daley@strongsville.org">Lori.daley@strongsville.org</a></p>

**Article 12. Release of Liability.**

12.1 Release of All Liability. The Parties understand and agree that the District has no responsibilities or interest in the MCIP Project with respect to ownership, operation and maintenance and is acting solely as a funding source. The City hereby releases the District from all liability related to the grant funding provided by the District hereunder. The City further releases the District from all liability for: (i) the design, construction, implementation, operation, maintenance, and inspection of the City's MCIP Project; (ii) any damages to third parties caused by the design, construction, implementation, operation, maintenance, inspection and every other aspect of the City's MCIP Project; (iii) any defective performance of the City's MCIP Project by the City and/or its agents; and (iv) any damages caused by malfeasance or misfeasance of the grant funds by the City.

**Article 13. Miscellaneous.**

- 13.1 Limit of Commitment. This grant is made with the understanding that the District has no obligation to provide other or additional support, including maintenance of the City's MCIP Project. This grant does not represent any commitment to, or expectation of, future support, including maintenance of the City's MCIP project from the District.
- 13.2 Disclaimer of Joint Venture. This Agreement is not intended to create a joint venture, partnership or agency relationship between the Parties, and such joint venture, partnership, or agency relationship is specifically hereby disclaimed.
- 13.3 Authority to Execute. Each person executing this Agreement represents and warrants that it is duly authorized to execute this Agreement by the party on whose behalf it is so executing.
- 13.4 Counterpart Signatures. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but which counterparts when taken together shall constitute one Agreement.
- 13.5 Modification of Agreement. This Agreement may only be modified by written instrument executed by each party.



- 13.6 Merger Clause. This Agreement, along with any exhibits attached hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written.
- 13.7 Binding on Successors. This Agreement is binding upon, and inures to the benefit of, the parties and their respective permitted successors and assigns.
- 13.8 Prohibition on Assignment and Subcontracting. The City may not assign or subcontract its rights or duties under this Agreement, in whole in part, whether by operation of law or otherwise, without the prior consent of the District. Consent may be withheld for any reason or no reason. Any assignment or subcontract made in contravention of the foregoing shall be void and of no effect.
- 13.9 Severability. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid, in whole or in part for any reason, such provision shall be stricken from this Agreement and such provision shall not affect the validity of the remainder of this Agreement.
- 13.10 Headings. The headings in this Agreement are included for convenience only and shall neither affect the construction nor the interpretation of any provision in this Agreement.
- 13.11 Relationship of Agreement to Exhibits. The exhibits to this Agreement are attached for reference purposes only. Nothing in this Agreement shall be construed to modify, alter, clarify, or give effect to the terms and conditions of the various exhibits attached to this Agreement.

#### **Article 14. Exhibits.**

It is mutually understood and agreed that all Exhibits attached hereto are made a part hereof as if fully written herein. In the case of any conflict or variance between the terms of this Agreement and the terms of referenced documents, the terms of this Agreement shall govern.

The following Exhibits attached hereto are hereby incorporated with and made a part of this Agreement:

- Exhibit "A" – District Resolution
- Exhibit "B" – City's Ordinance
- Exhibit "C" – Request for MCIP Proposals
- Exhibit "D" – City's MCIP Application
- Exhibit "E" – City's Certification of Funds
- Exhibit "F" – MCIP Policy, Process and Procedures

The parties hereto have executed and delivered this Agreement as of the date first above written.

**NORTHEAST OHIO REGIONAL SEWER DISTRICT**

By: \_\_\_\_\_  
Kyle Dreyfuss-Wells  
Chief Executive Officer

and: \_\_\_\_\_  
Darnell Brown, President  
Board of Trustees

**CITY OF STRONGSVILLE**

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

The legal form and correctness of this instrument is approved.

By: \_\_\_\_\_  
Neal M. Jamison  
City's Law Director

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

This Instrument Prepared By:  
Katarina K. Waag  
Assistant General Counsel  
Northeast Ohio Regional Sewer District

Each party agrees that this Agreement may be executed and distributed for signatures via email, and that the emailed signatures affixed by both parties to this Agreement shall have the same legal effect as if such signatures were in their originally written format.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 046

By: Mayor Perciak and Mr. Daymut

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE FAWN MEADOW LANE AND IVYWOOD COURT WATERLINE REPLACEMENT PROJECT IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.**

WHEREAS, the City has advertised and received bids for the Fawn Meadow Lane and Ivywood Court Waterline Replacement Project in the City of Strongsville; and

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

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

**Section 1.** That this Council hereby finds and determines that the bid submitted by **FABRIZI TRUCKING & PAVING COMPANY, INC.**, for the Fawn Meadow Lane and Ivywood Court Waterline Replacement Project meets the specifications on file in the office of the City Engineer; is in compliance with the applicable requirements for bids and contracts established by the laws of the City and the State; and is the lowest and best bid for the proposed contract. All other bids for this contract are hereby rejected.

**Section 2.** That the Mayor be and is hereby authorized and directed to enter into a contract with the aforesaid lowest and best bidder in the amount of \$678,576.02, for the Fawn Meadow Lane and Ivywood Court Waterline Replacement Project in the City of Strongsville, and in a form approved by the Law Director.

**Section 3.** That the funds for the purposes of this Ordinance have been appropriated and shall be paid from the General Capital Improvement Fund.

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

**Section 5.** That this Ordinance is hereby declared to be an emergency measure 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

**CITY OF STRONGSVILLE, OHIO**  
**ORDINANCE NO. 2017 – 046**  
**Page 2**

authorize execution of said contract in order to proceed with the Project to maintain efficient water service in the areas of Fawn Meadow Lane and Ivywood Court, to improve properties within the City, 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. 2017-046 Amended: \_\_\_\_\_  
 1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

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

**CITY OF STRONGSVILLE, OHIO**

**ORDINANCE NO. 2017 – 047**

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

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A GRANT OF EASEMENT FOR SANITARY SEWER SYSTEM PURPOSES WITH TRUE NORTH ENERGY, LLC, AND DECLARING AN EMERGENCY.**

WHEREAS, the City of Strongsville owns certain real estate located near Royalton Road in the City, and known as Permanent Parcel No. 399-02-005 (the "Easement Area"); and

WHEREAS, True North Energy, LLC, located at 15635 Royalton Road, is required to abandon an existing septic system on their property in order to tie into the City's sanitary sewer main and will be working on the aforementioned City property and will require access thereto; and

WHEREAS, therefore, the City of Strongsville (the "Grantor") wishes to grant and True North Energy, LLC (the "Grantee") wishes to accept a Grant of Easement for Sanitary Sewer System Purposes for the purposes of construction, reconstruction, maintenance, repair and operation of a sanitary sewer system with appurtenances, all as more fully set forth on Exhibit "A", attached to Exhibit "1" and incorporated herein; and

WHEREAS, such sanitary sewer system will remain a private line for the use of True North Energy, LLC.

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 authorizes the Mayor to enter into a Grant of Easement for Sanitary Sewer System Purposes, as more fully set forth in Exhibit "1" attached hereto and incorporated herein by reference, with True North Energy, LLC, for the purposes of constructing, reconstructing, maintaining, operating and repairing a sanitary sewer system.

**Section 2.** That the Clerk of Council and/or City Engineer be and are hereby authorized and directed to cause recording of the Grant of Easement with the Cuyahoga County Fiscal Office after its execution.

**Section 3.** That the funds for the purposes of recording said document have been appropriated and shall be paid from the General Fund.

**CITY OF STRONGSVILLE, OHIO**  
**ORDINANCE NO. 2017 - 047**  
**Page 2**

**Section 4.** That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and 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 5.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare, and for the further reason that the aforesaid easement be granted by the City to provide access to the aforesaid property, to assure the proper development of lots and lands within the City, 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.

\_\_\_\_\_ 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. 2017-047 Amended: \_\_\_\_\_  
 1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

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

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

This Easement Grant is made between the **CITY OF STRONGSVILLE**, a municipal corporation, located at 16099 Foltz Parkway, Strongsville, Ohio 44149 (hereinafter referred to as the "Grantor"), and **TRUE NORTH ENERGY, LLC**, a limited liability company, located at 15635 Royalton Road, Strongsville, Ohio 44136 (hereinafter referred to as the "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. 399-02-005; and

WHEREAS, the Grantee proposes to construct or cause to be constructed a sanitary sewer system with appurtenances and related appliances and facilities; and

WHEREAS, the Grantor wishes to grant and the Grantee wishes to accept an easement for the purposes of constructing, reconstructing, maintaining, operating and repairing a sanitary sewer system and appurtenances;

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

The Grantor hereby gives, grants, bargains and conveys to the Grantee, its successors and assigns a perpetual easement and right to enter upon the premises (herein called the "Easement Area") described in Exhibit "A," attached hereto and incorporated herein by reference, and to remove and/or replace trees where necessary for the purposes of constructing, reconstructing, maintaining, operating and repairing a sanitary sewer system, and to construct, reconstruct, maintain and operate and to make all repairs to such sanitary sewer system connected herewith, 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 sanitary sewer system in accordance with the ordinances, rules and regulations for the management and protection of such system, now in force or that may hereafter be adopted.

The Grantor and Grantee further do hereby agree that Grantee will construct and install said sanitary sewer system in accordance with the plans and specifications to be approved by the City Engineer of the City of Strongsville and in accordance with the provisions, rules, regulations and requirements of the City of Strongsville, and further

agree that Grantee will pay the entire cost of said construction and installation of said sanitary sewer system.

Grantor acknowledges and agrees that Grantee shall not be obligated to maintain landscaping and/or lawn areas within the Easement Area.

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 Easement Area free of materials, equipment, vehicles, trees, shrubbery, and any other obstructions which would interfere with Grantee's access to or maintenance of the sanitary sewer system. Grantor further agrees to make no alterations to the Easement Area which would increase or reduce the depth of the sanitary sewer system or in any way affect the system.

If the Grantee, its successors or assigns, desires to alter the Easement Area in any way other than as expressly permitted herein, the Grantee or its successors or assigns, must obtain the prior written approval of the Grantor. Upon receipt of such approval, the Grantee will, at its own expense, relocate or reconstruct all or any portion of the sanitary sewer system which is affected by such alteration and, where necessary, obtain a new easement of not less than the width of the Easement under the same terms and conditions as herein provided. The relocated or reconstructed sanitary sewer system, upon completion and approval by the Grantor, subject to the above, remain the property of the Grantee.

The Grantee further agrees that the Grantor, its officers, employees, agents, contractors and/or assigns shall be relieved of all liability on account of the construction, placement, operation, maintenance, repair, reconstruction and relocation of said sanitary sewer system, and Grantee hereby defends, indemnifies and guarantees to save and hold harmless the Grantor, its officers, employees, agents, contractors and/or assigns against any expense, cost or damage to said sanitary sewer system or the Easement Area, or injuries to any third parties, that said Grantee, its successors or assigns may at any time cause by their negligent installation, construction, reconstruction, maintenance, repair, or other negligent use of the premises within the limits of the above-described easement.

The Grantor hereby reserves the right to use the Easement Area for such uses as are not expressly prohibited by or inconsistent with the terms of the Easement.

The Grantor covenants with the Grantee that it is well-seized of the Easement Area as good and indefeasible estate in fee simple, and has the right to grant and convey the Easement and the Easement Area in the manner and form herein written. The Grantor further covenants that it will warrant and defend the Easement Area with the appurtenances thereunto belonging and this Easement to Grantee, its successors and assigns, its successors and assigns, against all lawful claims and demands whatsoever for the purposes described herein.



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.

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

At any time and from time to time, Grantee may assign all or any portion of its interest in the Easement or the Easement Area to one or more individuals or entities. Effective on the date of any such assignment, the obligations and duties of Grantee hereunder will terminate, except with respect to acts or omissions arising prior thereto.

TO HAVE AND TO HOLD the above granted easement for the purposes above-mentioned unto Grantee and its successors and assigns, forever.

IN WITNESS WHEREOF, this instrument is executed this \_\_\_\_\_ day of March, 2017.

Signed and acknowledged in the presence:

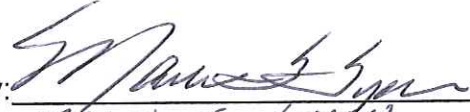
**"GRANTOR"**  
**CITY OF STRONGSVILLE**

\_\_\_\_\_

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

  
\_\_\_\_\_

**"GRANTEE"**  
**TRUE NORTH ENERGY, LLC**

By:   
MARK E. LUGAN  
Its: PRESIDENT

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 \_\_\_\_\_, 2017.

LAURA SCOTT, Notary Public  
State of Ohio  
My Commission Expires April 13, 2020  
*Laura Scott*

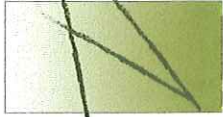
\_\_\_\_\_  
Notary Public

STATE OF OHIO            )  
  ) ss:  
COUNTY OF CUYAHOGA)

Before me, a Notary Public in and for said County and State, personally appeared the above-named **TRUE NORTH ENERGY, LLC**, by Mark E Lyden, its president, who acknowledged that he/she did sign the foregoing instrument and that the same is his/her free and voluntary act and deed.

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal at Brecksville, OH, this 23 day of March, 2017.

*Laura Scott*  
\_\_\_\_\_  
Notary Public



**NEFF**  
& ASSOCIATES

Civil Engineers + Landscape Architects + Planners + Surveyors

**Legal Description**  
**Sanitary Sewer Easement**  
**February 9, 2017**  
**File No. 13896-LD001**  
**Page 1 of 1**

Situated in the City of Strongsville, County of Cuyahoga, State of Ohio and known as being part of Original Strongsville Township Lot No. 25 and more described as, Kilmer and Rouffus Strongsville Gardens Subdivision, Proposed:

Beginning at a 1" iron pin monument on the center line of Royalton Road S.R. 82 (Width Varies);

Thence North 88°58'43" East a distance of 93.33 feet, along said centerline of Royalton Road to a point;

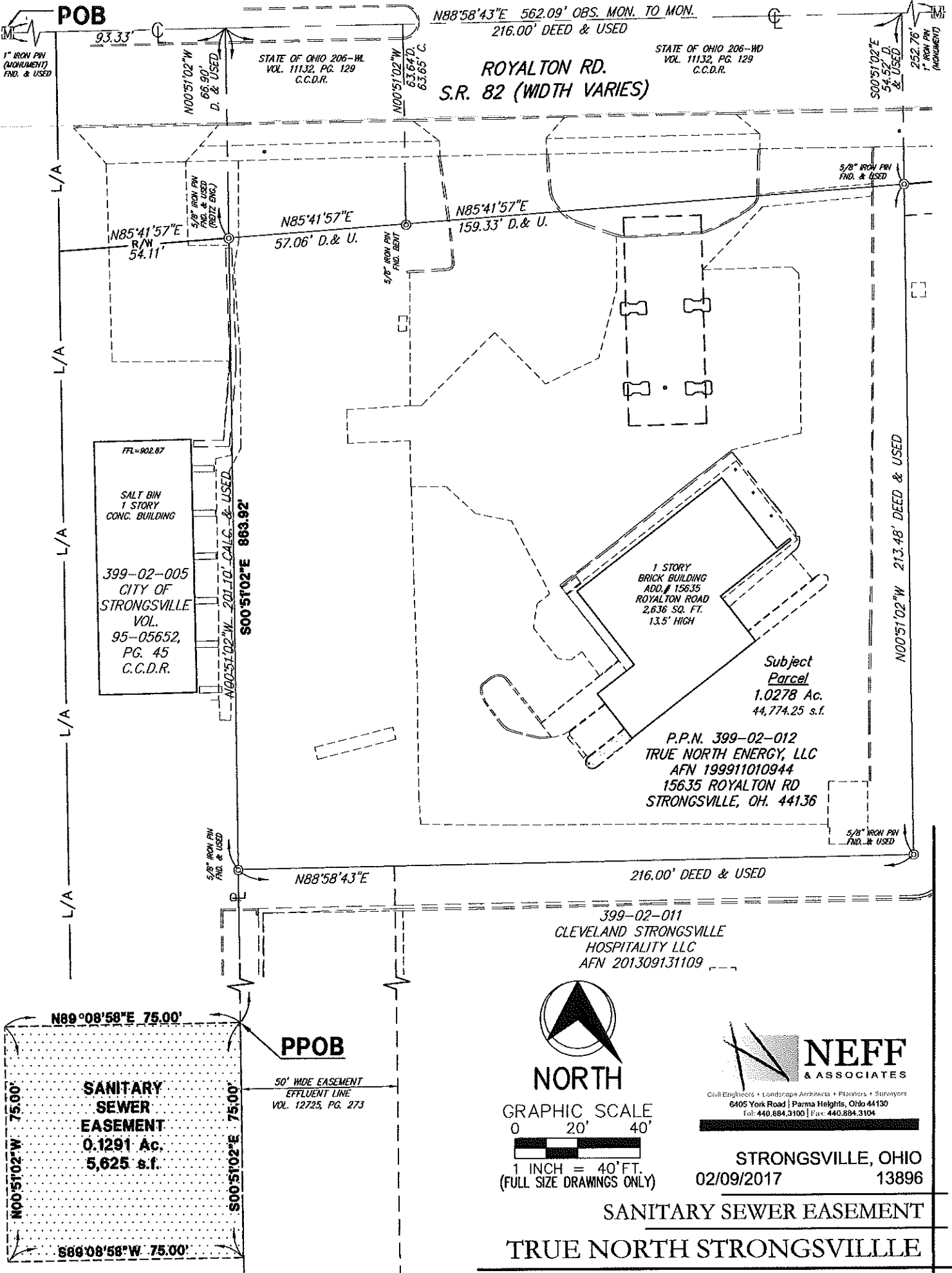
Thence South 00°51'02" East 863.92 feet to a point on the Westerly property line of Cleveland Strongsville Hospitality LLC, P.P.N. 399-02-011, AFN 201309131109, and said point being the principal place of beginning of the parcel herein described;

- Course 1 Thence South 00°51'02" East, a distance of 75.00 feet along said along Cleveland Strongsville Hospitality LLC Westerly property line;
- Course 2 Thence South 89°08'58" West, a distance of 75.00 feet;
- Course 3 Thence North 00°51'02" West, a distance of 75.00 feet;
- Course 4 Thence North 89°08'58" East a distance of 75.00 feet to the principal place of beginning and containing 0.1291 Acres (5,625 Square Feet) of land, according to a survey made by Thomas J. Neff, Jr. Registered Surveyor No. 7065-Ohio in January of 2016.

The basis of bearings for the premises surveyed is NAD83 (CORS96) Ohio State Plane Coordinate System, North Zone (3401).

Be the same more or less, but subject to all legal highways and easements of record.





**POB**

N88°58'43"E 562.09' OBS. MON. TO MON.  
216.00' DEED & USED

STATE OF OHIO 206-WL  
VOL. 11132, PG. 129  
C.C.D.R.

**ROYALTON RD.  
S.R. 82 (WIDTH VARIES)**

STATE OF OHIO 206-HD  
VOL. 11132, PG. 129  
C.C.D.R.

S00°51'02"E  
54.52' D.  
& USED  
252.78'  
1" IRON PIN  
(MONUMENT)

FFL-902.87  
**SALT BIN  
1 STORY  
CONC. BUILDING**  
  
399-02-005  
CITY OF  
STRONGSVILLE  
VOL.  
95-05652,  
PG. 45  
C.C.D.R.

**1 STORY  
BRICK BUILDING  
ADD. # 15635  
ROYALTON ROAD  
2,636 SQ. FT.  
13.5' HIGH**  
  
**Subject  
Parcel  
1.0278 Ac.  
44,774.25 s.f.**  
  
P.P.N. 399-02-012  
**TRUE NORTH ENERGY, LLC**  
AFN 199911010944  
156.35 ROYALTON RD  
STRONGSVILLE, OH. 44136

399-02-011  
**CLEVELAND STRONGSVILLE  
HOSPITALITY LLC**  
AFN 201309131109

N89°08'58"E 75.00'  
N00°51'02"W 75.00'  
**SANITARY  
SEWER  
EASEMENT  
0.1291 Ac.  
5,625 s.f.**  
S00°51'02"E 75.00'  
S89°08'58"W 75.00'

**PPOB**  
50' WIDE EASEMENT  
EFFLUENT LINE  
VOL. 12725, PG. 273



**GRAPHIC SCALE**  
0 20' 40'  
1 INCH = 40' FT.  
(FULL SIZE DRAWINGS ONLY)

**NEFF  
& ASSOCIATES**  
Civil Engineers • Landscape Architects • Planners • Surveyors  
6405 York Road | Parma Heights, Ohio 44130  
Tel: 440.684.3100 | Fax: 440.894.3104

**STRONGSVILLE, OHIO  
02/09/2017 13896**

**SANITARY SEWER EASEMENT  
TRUE NORTH STRONGSVILLE**

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 048

By: Mayor Perciak and Mr. DeMio

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

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

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

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

WHEREAS, the City again wishes to apply for such funding in order to assist it with the salary of one (1) full-time certified DARE officer for the 2017-2018 school year.

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

**Section 1.** That the Mayor and other appropriate officers of the City be and are hereby authorized and directed to execute and file an application with the Office of the Attorney General of Ohio, under the 2017-2018 DARE Grants Program for funding for the salary of one (1) full-time certified DARE officer, to provide the required assurances therein, and to provide all information and documentation required in said application, all as set forth in the application on file with the Police Chief.

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

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

**Section 4.** That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that the prompt execution of such application is required in order to request funding for the 2017-2018 school year, to continue to educate students concerning drug abuse, and conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

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

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

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

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

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

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

ORD. No. 2017-048 Amended: \_\_\_\_\_  
 1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 049

By: Mayor Perciak and Mr. DeMio

**AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO AN AGREEMENT WITH TAC COMPUTER, INC. FOR CONTINUATION OF COMPUTER SOFTWARE AND MAINTENANCE SERVICES FOR THE STRONGSVILLE POLICE AND FIRE DEPARTMENTS, INCLUDING THE CITY'S REGIONAL PUBLIC SAFETY DISPATCH CENTER, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.**

WHEREAS, through adoption of Ordinance Nos. 2014-186, 2015-117 and 2016-045, the City of Strongsville previously entered into agreements with TAC Computer, Inc. for computer consulting services for the Strongsville Police Department, Fire Department and Regional Public Safety Dispatch Center; and

WHEREAS, TAC Computer, Inc. has consistently provided the City's Police and Fire Departments with proprietary dispatch and police records management software for many years; and

WHEREAS, in order for the Police and Fire Departments, and the City's Regional Public Safety Dispatch Center, to continue to access and utilize such specialized software and maintenance services provided by TAC Computer, Inc., it is immediately necessary to again enter into an agreement with TAC Computer, Inc.

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

**Section 1.** That this Council finds and determines, as set out in Article V, §5 of the Charter, that there is an immediate and present emergency in the operation of the Department of Communication & Technology of the City of Strongsville, in that it is immediately necessary to enter into an agreement, without public bidding, with **TAC COMPUTER, INC.** in order for the Strongsville Police Department, Fire Department and the City's Regional Public Safety Dispatch Center, to continue to utilize TAC Computer, Inc. and its specialized and various unique proprietary software related to public safety and emergency services, in order to protect the health, safety, welfare and property of individuals traversing through and living in the City.

**Section 2.** That for the reasons aforesaid, Council hereby authorizes and directs the Mayor to enter into an Agreement, without public bidding, with **TAC COMPUTER, INC.**, commencing April 1, 2017, a copy of which Agreement is attached hereto as Exhibit A, and incorporated herein as if fully rewritten.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 - 049

Page 2

**Section 3.** That the funds for the purpose of such contract have been appropriated for 2017 and shall be paid from the General Fund for the remainder of 2017 and 2018.

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

**Section 5.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare, and for the further reason that it is immediately necessary to enter into the aforesaid agreement in order for the Strongsville Police Department, Fire Department and the Regional Public Safety Dispatch Center to continue to utilize the most efficient and up-to-date unique public safety-related software and maintenance services, to protect the health, safety, welfare and property of individuals traversing through and living in the City, and to conserve public funds. Therefore, provided this Ordinance receives the unanimous affirmative vote of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor.

\_\_\_\_\_  
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. 2017-049 Amended: \_\_\_\_\_  
 1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_



**FLAT RATE SERVICE AGREEMENT**

This agreement is made the first (1) day of April, 2017 between TAC Computer Inc. having its principal place of business at 7603 First Place B-10, Oakwood Village, Ohio 44146 (hereinafter called "TAC") and the Strongsville Police Department

Strongsville Police Department  
18688 Royalton Rd.  
Strongsville, Ohio 44136

Effective 04/01/2017

		ITEMS COVERED	
QTY	Description		Total
1	Computer Aided Dispatch/Police Records	759.11	759.11
1	Multi-Agency CAD	231.75	231.75
1	LEADS Connectivity Support	72.10	72.10
1	911 Mapping Server		
12	911 Mapping	32.96	395.52
1	Sansio Interface	93.75	93.75
8	Mobile Mapping	8.24	65.92
9	Fire MDT	15.45	139.05
1	Report to Web	125.00	125.00
31	TAC Mobile Software Rental/Support	50.00	1,550.00
1	Remote CAD Access (Berea and Olmsted Falls Fire)	21.45	21.45
1	OLEN Membership	307.00	307.00
1	ORI Hosting	206.00	206.00

**Quarterly Total** **\$11,899.95**

Please check desired billing frequency:

Monthly  Quarterly  Semi annual  Annual

The parties agree that TAC will perform maintenance service on all of the above equipment and the customer will pay TAC for these services subject to the terms and conditions set forth on both the front and reverse sides of this form as well as attachments.

ACCEPTED:

TAC Computer Inc.

Customer:

By: Thomas W. Craven Date 03/23/2017

Name \_\_\_\_\_

Customer's P.O. # \_\_\_\_\_

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

TAX Exempt. # \_\_\_\_\_

Title: \_\_\_\_\_

## **SOFTWARE SERVICE AGREEMENT TERMS & CONDITIONS**

### **ARTICLE 1 - WORK DESCRIPTION**

TAC Technicians shall provide the following support services.

A. Remedial correct any covered software error condition or malfunctions. Assist operators with routine questions concerning software usage.

B. Provide updates to current version of software as they are released.

### **ARTICLE 2 - INCLUDED SERVICES**

TAC will furnish software support via telephone and remote diagnostic software.

### **ARTICLE 3 - SERVICE HOURS**

The included principal period service covers work performed between the hours of 8:00 AM. and 5:00 PM., Monday through Friday, excluding all nationally observed holidays. All service provided outside the principal period will be billed at the current rate of \$100.00 per hour, including travel time. All calls for service originating outside the principal period will be subject to a two-hour minimum including travel time, regardless of the corrective actions taken by TAC Computer Inc.

### **ARTICLE 4 - LIABILITY**

TAC shall use its best effort to perform service within a reasonable time after request by the customer, (normally 4 working hours), but shall not be deemed to be in default for any interruptions to operations. TAC does not accept or assume any responsibility for the loss of data that may occur during any repair procedure. (It is always recommended that all data be backed up). TAC maximum liability for any direct or indirect damages, regardless of the nature of the claim of action or incidentals to the performance or nonperformance of the service is an amount equal to cost one month cost of this service agreement.

### **ARTICLE 5 - TERM**

This agreement shall be in full force and effect on the effective date on the front side of this agreement and shall remain in effect for the initial term of 12 months and thereafter will remain in effect until terminated by either party hereto with thirty (30) days written notice to the other party. This agreement replaces and supersedes all previous agreements.

### **ARTICLE 6 - RATES**

TAC shall notify the customer of any changes in rate with 30 days written notice. The rates are guaranteed not to change for the initial term of this agreement. Accounts that are passed 30days will incur a \$10.00 fee.

### **ARTICLE 7 - SOFTWARE COPYRIGHT**

All TAC Computer Incorporated's application software is covered under U.S. Copyright laws. TAC application software or derivative there of, cannot be copied or distributed to any other parties for any reason.

**RE: TAC COMPUTER, INC. SOFTWARE SERVICE AGREEMENT**

**ADDENDUM TO SOFTWARE SERVICE AGREEMENT TERMS & CONDITIONS**  
**BETWEEN**  
**THE CITY OF STRONGSVILLE ("CITY" OR "CUSTOMER") AND**  
**TAC COMPUTER, INC. ("CONSULTANT")**

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

Equal Opportunity Requirements  
Non-Collusion Affidavit  
Delinquent Personal Property Tax Affidavit  
Declaration and Representation (ORC §9.24)  
Certification and Representation (ORC §3517.13, as amended)  
PERS Independent Contractor Acknowledgment

2. **INSURANCE.** Consultant shall maintain throughout the duration of this Agreement insurance in the following amounts:

- (a) Worker's Compensation and Employer's Liability
  - Worker's Compensation                      Statutory
  - Employer's Liability                      \$500,000/\$500,000/\$500,000
  
- (b) Comprehensive Automobile Liability  
\$1,000,000 combined single limit Bodily Injury and Property Damage
  
- (c) Comprehensive General Liability including environmental coverage, (naming the City as additional insured)
  - \$1,000,000                      per occurrence
  - \$2,000,000                      annual aggregate
  - \$2,000,000                      product/completed operations per occurrence
  - \$1,000,000                      personal injury/advertising liability
  
- (d) Umbrella/Excess Liability
  - \$2,000,000                      per occurrence
  - \$2,000,000                      annual aggregate
  - \$2,000,000                      products aggregate
  
- (e) Professional Liability Insurance or errors and omissions insurance in an amount of \$1,000,000 per claim and annual aggregate, provided that such coverage shall be maintained for a period of not less than two (2) years after completion of the contract.

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

through its Director of Finance prior to commencement of the Services and shall be in proper form.

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

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

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

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

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

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

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

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

**If to City:**  
Director of Communication & Technology  
City of Strongsville  
16099 Foltz Parkway  
Strongsville, Ohio 44149  
*with a copy to the Law Director*

**If to Consultant:**  
Thomas W. Craven  
TAC Computer, Inc.  
7603 First Place B-10  
Oakwood Village, Ohio 44146

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

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

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

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

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

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

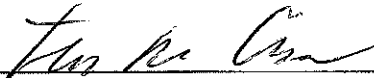
**13. BINDING EFFECT AND SUCCESSORS AND ASSIGNS.** This Agreement and all of the covenants hereof shall be binding upon and inure to the benefit of both the City and Consultant, and their respective partners, successors, permitted assigns and legal representatives. Neither the City nor Consultant shall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

Acceptance of the terms of this Addendum to Flat Rate Service Agreement for Software Services is acknowledged by both Consultant and City through the following signatures of their respective authorized representatives.

**"CITY"/"CUSTOMER"**  
**CITY OF STRONGSVILLE**

**"CONSULTANT"**  
**TAC COMPUTER, INC.**

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

By:   
Signature

Thomas P. Perciak, Mayor  
Typed Name/Title

Thomas W. Craven  
Typed Name/Title

\_\_\_\_\_  
Date of Signature

3-27-2017  
Date of Signature

**CERTIFICATION OF FUNDS**

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director of Finance

**CERTIFICATE OF LAW DIRECTOR**

I hereby certify that I have reviewed and approved the form of the foregoing Agreement this \_\_\_\_ day of \_\_\_\_\_, 2017.

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

**CITY OF STRONGSVILLE**  
**EQUAL OPPORTUNITY REQUIREMENTS**  
**for**  
**SERVICE and SUPPLY CONTRACTS**

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

This Certification becomes part of the resultant CONTRACT.

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

Company: TAC Computer- Inc  
By: [Signature]  
Date: 3-27-2017









NON-COLLUSION AFFIDAVIT

STATE OF Florida )  
COUNTY Pinellas ) SS:

Thomas W Craves, being first duly sworn, deposes and says that  
he/she is President of the party making the foregoing  
(Title)

Proposal; that such Proposal filed herewith is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such Proposal is genuine and not collusive or sham; that said Proposer has not, directly or indirectly, induced or solicited any other Proposer to put in a false or sham Proposal, and has not, directly or indirectly, colluded, conspired, connived or agreed with any Proposer or anyone else to put in a sham Proposal or that anyone shall refrain from proposing; that said Proposer has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the Proposal price of said Proposer or of any other Proposer or to fix any overhead, profit, or cost element of such Proposal price or that of any other Proposer, or to secure any advantage against the City of Strongsville or anyone interested in the proposed Contract; that all statements contained in such Proposal are true; that said Proposer has not, directly or indirectly, submitted his Proposal price or any breakdown thereof or the contents thereof, or divulged information or data relative thereto, or paid or agreed to pay, directly or indirectly, any money, or other valuable consideration for assistance or aid rendered or to be rendered in procuring or attempting to procure the Contract above referenced, to any corporation, partnership, company, association, organization, or to any member or agent thereof, or to any other individual, except to such person or persons as hereinabove disclosed to have a partnership or other financial interest with said Proposer in his general business; and further that said Proposer shall not pay or agree to pay, directly or indirectly, any money or other valuable consideration to any corporation, partnership, company, association, organization, or to any member or agent thereof, or to any other individual, for aid or assistance in securing the Contract above referenced in the event the same is awarded to the Proposer.

Thomas W Craves  
Affiant

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE THIS 27 day  
of March, 2017.

Karen S Ducatte  
Notary Public



**CITY OF STRONGSVILLE, OHIO**

**RESOLUTION NO. 2017 – 050**

**By: Mayor Perciak and All Members of Council**

**A RESOLUTION ACCEPTING THE DONATION OF ONE (1) BULLET AND STAB PROTECTIVE VEST FOR USE BY CHASE, THE CITY OF STRONGSVILLE POLICE DEPARTMENT K-9 OFFICER.**

WHEREAS, the City of Strongsville Police Department's K-9 unit program began in 1995. Some of the K-9's duties include narcotic detection, tracking wanted or lost people, article searches, building searches and criminal apprehension. In addition, the K-9 officers/handlers occasionally do lectures and demonstrations for many groups such as civic organizations and school functions; and

WHEREAS, Chase, the Strongsville Police Department's current K-9 officer, is in need of a bullet and stab protective vest; and

WHEREAS, Paulette Penzes of Middleburg Heights sponsored a donation to the charitable non-profit organization, Vested Interest in K9s, Inc., in order to provide Chase with the most updated protective equipment to help ensure safety when performing his K-9 duties; and

WHEREAS, in addition, such vest will be appropriately embroidered with the sentiment, "In Loving Memory of K-9 Achill," the Police Department's previous K-9 officer; and

WHEREAS, such protective vest has a donation value of \$1,050.00, and the City is desirous of accepting such donation.

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

**Section 1.** That this Council hereby graciously accepts from and expresses its appreciation and thanks to Paulette Penzes of Middleburg Heights for the donation of one (1) bullet and stab protective vest from the charitable non-profit organization, Vested Interest in K9s, Inc., for use by the Strongsville Police Department's K-9 officer, Chase.

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

CITY OF STRONGSVILLE, OHIO  
RESOLUTION NO. 2017 - 050  
Page 2

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

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

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

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

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

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

**RES**  
ORD. No. 2017-050 Amended: \_\_\_\_\_  
1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2017 - 051

By: Mayor Perciak and Mr. DeMio

**A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS FOR SELF-CONTAINED BREATHING APPARATUS (SCBAs) UNITS AND RELATED EQUIPMENT FOR USE BY THE CITY OF STRONGSVILLE FIRE AND EMERGENCY SERVICES DEPARTMENT.**

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

**Section 1.** That the Mayor be and is hereby authorized and directed to advertise for bids for seven (7) self-contained breathing apparatus (SCBA) units; fourteen (14) compressed air cylinders; sixty-five (65) facepieces; and two (2) emergency breathing support systems (RIT-Pak), for use by the City's Fire & Emergency Services Department, in accordance with specifications on file in the office of the Fire Chief, which are in all respects hereby approved.

**Section 2.** That the funds for the purpose of this Resolution have been appropriated and shall be paid from the Fire Levy Fund.

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

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

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

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

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

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

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

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

**RES**  
 ORD. No. 2017-051 Amended: \_\_\_\_\_  
 1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 052

By: Mayor Perciak and Mr. Schonhut

**AN ORDINANCE APPROVING, RATIFYING AND AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT AND MAKE PAYMENT FOR THE EMERGENCY PURCHASE, REPLACEMENT AND INSTALLATION OF THE HVAC BOILERS AND HEATER UNITS AT THE CITY'S POLICE DEPARTMENT HEADQUARTERS BUILDING AND COUNCIL CHAMBERS ON ROYALTON ROAD, WITHOUT PUBLIC BIDDING; AND DECLARING AN EMERGENCY.**

WHEREAS, on or about Saturday, February 4, 2017, the HVAC boilers and heater units at the City's Police Department headquarters building on Royalton Road failed, which created emergency circumstances threatening the health, safety, welfare and property of the City, its employees, invitees and guests to the Police Department and Council Chambers; and

WHEREAS, it accordingly was immediately necessary to contract with an existing qualified and readily available local vendor already providing HVAC services to various City departments, and that possesses the familiarity with existing City HVAC equipment and had the expertise to promptly and properly undertake the necessary installation of the equipment and appurtenances on an expedited basis and at the most advantageous price; and

WHEREAS, such actions have been and are undertaken only upon the approval and recommendations of the Mayor and Building Commissioner.

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

**Section 1.** That this Council finds and determines, as set out in Article V, §5 of the Charter, that there was an immediate and present emergency in the operation of the Police Department of the City of Strongsville, in that it became immediately necessary to enter into a contract, without public bidding, with **THE K COMPANY, INC.**, for purchase, replacement and installation of new HVAC boilers and heater units at the City's Police Department headquarters building and Council Chambers, in order to protect the health, safety, welfare and property of the City and its employees, guests and invitees, and to conserve public funds.

**Section 2.** That, for the reasons aforesaid, this Council hereby approves, ratifies and authorizes the Mayor entering into a contract with **THE K COMPANY, INC.**, without public bidding, and to remit payment to them in a total amount not to exceed \$82,729.63, for the emergency purchase, replacement and installation of the HVAC

**CITY OF STRONGSVILLE, OHIO**  
**ORDINANCE NO. 2017 – 052**  
**Page 2**

boilers and heater units at the Police Department headquarters building and Council Chambers, all as reflected on the invoice attached hereto as Exhibit A, and incorporated herein by reference and which is approved.

**Section 3.** That the funds for the purposes of this Ordinance have been appropriated and shall be paid from the General Fund.

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

**Section 5.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to approve, authorize and ratify said purchase and installation to provide for the continuity of safety services and operation of the City's Police Department headquarters building and Council Chambers, in order to protect the health, safety, welfare and property of the City and its employees, guests and invitees, and to conserve public funds. Therefore, provided this Ordinance receives the unanimous vote of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor.

\_\_\_\_\_ 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. 2017-052 Amended: \_\_\_\_\_  
 1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_



# INVOICE



*Service Not Excuses*

Equal Opportunity Employer  
2234 S. Arlington Rd Akron, OH 44319 330-773-5125 Fax 330-773-2962

**Bill To:**  
STRONGSVILLE POLICE DEPARTMENT  
18688 ROYALTON ROAD  
STRONGSVILLE, OH 44136

**Location:**  
STRONGSVILLE POLICE DEPARTMENT  
18688 ROYALTON ROAD  
STRONGSVILLE, OH 44136  
Mike or Alan

**Date** 03/17/2017  
**Customer #** STROPD  
**Job #** X24891S

**Invoice #** 425981  
**Page #** 1

INSTALLATION OF NEW LOCHINVAR BOILERS WITH STAINLESS STEEL HEAT EXCHANGERS ALONG WITH TWO (2) REZNOR M# UDAS75 UNITS WITH ALL RELATED LABOR AND MATERIALS AS PER QUOTED PRICE

**Purchase Order #** Tony Blondillo

**MATERIALS**

<u>Quant.</u>	<u>Item Name</u>	<u>Unit Price</u>	<u>Extended</u>	<u>Mfg</u>	<u>Model</u>	<u>Serial</u>
1.00	QUOTE TOTAL	0.00	Quote			
<b>Quote</b> .....						82729.63
<b>Invoice Total</b> .....						82729.63

Any account which is thirty days or more past due from date of invoice, may be subject to a monthly 1.5 % late charge

**EXHIBIT A**

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 053

By: Mayor Perciak and Mr. Southworth

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A NON-EXCLUSIVE RENTAL/OCCUPANCY AGREEMENT WITH THE STALLIONS ATHLETIC ORGANIZATION ON A LIMITED BASIS FOR 2017, FOR THE USE OF VARIOUS BASEBALL FIELDS IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.**

WHEREAS, the City of Strongsville provides various City parks that offer baseball fields and facilities for the enjoyment and benefit of residents and guests; and

WHEREAS, the Stallions Athletic Organization (SAO), is a Strongsville community-based nonprofit organization that offers a baseball program for boys in the area; and further which views its mission to develop young men through the game of baseball; and

WHEREAS, SAO desires to occupy and use the City baseball fields to stage and conduct the “Strongsville Spring Stampede” baseball tournament from April 28, 2017 through April 30, 2017, on a limited and non-exclusive basis; and

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

WHEREAS, the parties, therefore, now desire to enter into a limited non-exclusive 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:

**Section 1.** That this Council finds and determines that the baseball field facilities owned by the City of Strongsville at various locations throughout the City, are not needed entirely for municipal public use; and authorizes and directs the Mayor to enter into a non-exclusive Rental/Occupancy Agreement with the Stallions Athletic Organization 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.

**CITY OF STRONGSVILLE, OHIO**  
**ORDINANCE NO. 2017 – 053**  
**PAGE 2**

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

**Section 4.** That this Ordinance is hereby declared to be an emergency measure 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 nonprofit 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.

\_\_\_\_\_ 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. 2017-053 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 **STALLIONS ATHLETIC ORGANIZATION**, an Ohio nonprofit corporation, and located at 5460 Wegman Drive, Valley City, Ohio 44280 (hereinafter called "SAO" or "Tenant").

### **WITNESSETH:**

WHEREAS, the Stallions Athletic Organization, is a Strongsville community-based nonprofit organization that offers a baseball program for boys in the area; and further which views its mission to develop young men through the game of baseball; and

WHEREAS, SAO desires to occupy and use the City baseball fields to stage and conduct the "Strongsville Spring Stampede" baseball tournament from April 28, 2017 through April 30, 2017, on a limited and non-exclusive basis; and

WHEREAS, the City welcomes this effort to continue to provide the children and families of Strongsville a safe and rewarding youth baseball 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 set forth and listed in Exhibit A, which is made a part hereof, situated in the City of Strongsville, County of Cuyahoga, and State of Ohio and commonly known as the "City of Strongsville Baseball Fields" (hereinafter the "Premises").

### **2. TERM**

#### **2.1 Term**

The term of this Rental/Occupancy shall commence April 28, 2017 and end at midnight April 30, 2017.

#### **2.2 Termination**

Tenant hereby acknowledges that the City may, at any time, and without cause, terminate this Agreement upon seven (7) 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.

### **3. RENT**

#### **3.1 Basic Rent**

Tenant agrees to pay to the City as rental for the term of this Rental/Occupancy, an amount to be determined by the Director of Recreation, payable to the City of Strongsville, based on the following costs and fees:

- (a) Field Fee – Seventy-Five Dollars (\$75.00) per baseball field, per day, for each baseball field used by Tenant during the term of Tenant's occupancy.
- (b) City Labor Fee – Thirty Dollars (\$30.00) per hour for each two (2) person City crew that is used to set-up and maintain the Premises during the term of Tenant's occupancy.
- (c) Portable Toilets – One Hundred Seventy-Five Dollars (\$175.00) each day for a total amount of Five Hundred Twenty-Five Dollars (\$525.00) for the daily cleaning of all portable toilets.
- (d) Illumination of Baseball Fields – Twenty-Five Dollars (\$25.00) per baseball field, per day, for each baseball field, where the electric light system is used to illuminate each field.
- (e) Field Drying Agent – Fifteen Dollars (\$15.00) for each bag of drying agent used during the term of Tenant's occupancy.

**3.2** The City shall send a bill to Tenant after the term of this Agreement has expired setting forth the total amount owed for said rental, based on the fees provided herein.

#### **3.3 Method of Payment**

The Rent payment shall be made payable to the City of Strongsville within fourteen (14) days of the date of billing, and shall be sent to the City of Strongsville, 18100 Royalton Road, Strongsville, Ohio 44136, Attention: Recreation 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, but within its sole discretion, to repair and maintain the Premises, including but not limited to lining and reasonable maintenance of the baseball 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, except that Tenant shall be responsible to pay for the illumination of any baseball field, as set forth in Section 3.1(d) of this Agreement.

## **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 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 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.

(b) 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.

(c) 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.

## **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:

Stallions Athletic Organization  
c/o Paul Gregory  
5460 Wegman Drive  
Valley City, Ohio 44280

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

**STALLIONS ATHLETIC ORGANIZATION**  
(an Ohio Non-Profit Corporation)

By: \_\_\_\_\_  
Paul Gregory

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

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

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

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

STATE OF OHIO )  
 ) ss  
COUNTY OF \_\_\_\_\_)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named **STALLIONS ATHLETIC ORGANIZATION**, by Paul Gregory, its \_\_\_\_\_, who acknowledged that he did sign the foregoing instrument and that the same is his free and voluntary act and deed, and the free and voluntary act and deed of said non-profit corporation.

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

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

## EXHIBIT A

### City of Strongsville Baseball Fields

#### REC PARK #1 – 18100 Royalton Road

1. Cross Field
2. Finley Field
3. Rademaker Field

#### REC PARK #2 – 16109 Foltz Parkway

1. Foltz #1 Field
2. Foltz #2 Field

#### REC PARK #3 – 21273 Drake Road

1. Wood Field
2. Sprague Field

#### VOLUNTEER PARK – 21410 Lunn Road

1. Watts Field
2. Stroemple Field
3. Farnsworth Field
4. Capp Field
5. Roth Field
6. Kalinich Field

#### YOUTH SPORTS PARK – 21255 Lunn Road

1. Youth Park #1
2. Youth Park #2
3. Youth Park #3

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2017 – 054

By: Mayor Perciak and All Members of Council

**A RESOLUTION ACCEPTING A DONATION OF \$2,000.00 TO THE CITY OF STRONGSVILLE TO BE USED FOR THE WOODSHOP LOCATED AT THE WALTER F. EHRNFELT RECREATION & SENIOR CENTER.**

WHEREAS, the City of Strongsville Walter F. Ehrnfelt Recreation & Senior Center has developed and provides extensive programs to help seniors who are residents and non-residents maintain a healthy and enjoyable lifestyle; and

WHEREAS, the Senior Center provides volunteers who perform woodshop services, such as repairing small wood items, chairs, tables, etc., all for a minimal charge; and

WHEREAS, therefore, Strongsville resident, Edward L. Vandusen, would like to donate \$2,000.00 to the City to be used for the Senior Center woodshop; and

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

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

**Section 1.** That this Council hereby graciously accepts the above donation from Edward L. Vandusen, and along with Mayor Perciak, expresses the City's appreciation for such monetary donation for use at the City's Walter F. Ehrnfelt Recreation & Senior Center woodshop.

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

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

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

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

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

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

CITY OF STRONGSVILLE, OHIO  
RESOLUTION NO. 2017 - 054  
Page 2

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

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

**RES**  
~~ORD.~~ No. 2017-054 Amended: \_\_\_\_\_  
1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2017 – 055

By: Mr. Carbone

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

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

Section 1. That pursuant to Codified Ordinance Section 1060.09 and all of the requirements thereof, this Council hereby authorizes the Sexton to transfer the certificates for burial rights in the Strongsville Municipal Cemetery for Graves A, B and C, in Lot 181 of Section B, from Nancy Rogers to her sisters and brother specifically as follows:

- Grave A in Lot 181 of Section B to be transferred to Joanne Meyer;
Grave B in Lot 181 of Section B to be transferred to Robert Beers; and
Grave C in Lot 181 of Section B to be transferred to Marilyn Atchison.

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

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

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

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

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

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

Table with columns: Name, Yea, Nay. Rows: Carbone, Daymut, DeMio, Dooner, Schonhut, Short, Southworth.

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

RES  
ORD. No. 2017-055 Amended: \_\_\_\_\_  
1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

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