



City of Strongsville

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

April 13, 2017

MEETING NOTICE

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

City Council has scheduled the following meetings for **Monday, April 17, 2017**, to be held in the Caucus Room and the Council Chamber at the ***Mike Kalinich Sr. City Council Chamber, 18688 Royalton Road:***

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

7:30 P.M. **Planning, Zoning and Engineering Committee** will meet to discuss Ordinance No. 2017-056 and Resolution Nos. 2017-030, 2017-057 and 2017-058.

Finance Committee will meet to discuss Ordinance No. 2017-059 and Resolution 2017-060.

Recreation and Community Services Committee will meet to discuss Ordinance Nos. 2017-061 and 2017-062.

Public Service and Conservation Committee will meet to discuss Resolution No. 2017-063.

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 17, 2017 AT 8:00 P.M.
Mike Kalinich Sr. City Council Chamber
18688 Royalton Road, Strongsville, Ohio

AGENDA

1. CALL TO ORDER:
2. PLEDGE OF ALLEGIANCE:
3. CERTIFICATION OF POSTING:
4. ROLL CALL:
5. COMMENTS ON MINUTES:
 - *Council Meeting – April 3, 2017*
6. APPOINTMENTS, CONFIRMATIONS, AWARDS AND RECOGNITION:
7. PUBLIC HEARING:
 - Resolution No. 2017-030 by Mr. Daymut. A RESOLUTION APPROVING AN AMENDED DEVELOPMENT PLAN FOR THE GREAT ESCAPE PLAZA TO PERMIT CONSTRUCTION OF A DRIVE-THRU RESTAURANT, LOCATED AT 17200 ROYALTON ROAD, IN THE CITY OF STRONGSVILLE; AND DECLARING AN EMERGENCY. Favorable recommendation by Planning Commission 02-23-17. *First reading 03-06-17. Public hearing 04-17-17.*
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. 2017-027 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**. *First reading 02-21-17. Amended by substitution and second reading 04-03-17.*
- Resolution No. 2017-030 by Mr. Daymut. A RESOLUTION APPROVING AN AMENDED DEVELOPMENT PLAN FOR THE GREAT ESCAPE PLAZA TO PERMIT CONSTRUCTION OF A DRIVE-THRU RESTAURANT, LOCATED AT 17200 ROYALTON ROAD, IN THE CITY OF STRONGSVILLE; AND DECLARING AN EMERGENCY. Favorable recommendation by Planning Commission 02-23-17. *First reading 03-06-17. Public hearing 04-17-17.*
- Ordinance No. 2017-056 by Mayor Perciak and All Members of Council. AN ORDINANCE DETERMINING TO PROCEED WITH THE IMPROVEMENT OF PRIEM ROAD BETWEEN CERTAIN TERMINI BY CONSTRUCTING SANITARY SEWERS, CATCH BASINS AND MANHOLES, INSTALLING SANITARY SEWER SERVICE CONNECTIONS, AND REPLACING, WHERE NECESSARY, PAVEMENT, DRIVEWAY APRONS, STORM SEWERS AND CULVERTS, ALL TOGETHER WITH THE NECESSARY APPURTENANCES THERETO, AND DECLARING AN EMERGENCY.
- Resolution No. 2017-057 by Mayor Perciak and All Members of Council. A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS FOR THE PRIEM ROAD SOUTH SANITARY SEWER PROJECT.
- Resolution No. 2017-058 by Mayor Perciak and Mr. Daymut. A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS FOR THE CHERRY STONE DRAINAGE PROJECT, IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Ordinance No. 2017-059 by Mayor Perciak. AN ORDINANCE MAKING APPROPRIATIONS FOR THE ANNUAL EXPENSES AND OTHER EXPENDITURES OF THE CITY OF STRONGSVILLE, OHIO, FOR THE YEAR 2017 AND REPEALING ORDINANCE NO. 2016-235.

- Resolution No. 2017-060 by Mayor Perciak and Mr. Short. A RESOLUTION ADOPTING ALTERNATIVE TAX BUDGET INFORMATION FOR THE CITY OF STRONGSVILLE, OHIO FOR FISCAL YEAR 2018, AND DECLARING AN EMERGENCY.
- Ordinance No. 2017-061 by Mayor Perciak and Mr. Southworth. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A NON-EXCLUSIVE RENTAL/OCCUPANCY AGREEMENT WITH THE GREATER CLEVELAND SENIORS SOFTBALL ON A LIMITED BASIS FOR 2017, FOR THE USE OF VARIOUS BASEBALL FIELDS IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Ordinance No. 2017-062 by Mayor Perciak and Mr. Southworth. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A NON-EXCLUSIVE RENTAL/OCCUPANCY AGREEMENT WITH THE GREAT LAKES BASEBALL LEAGUE ON A LIMITED BASIS FOR 2017, FOR THE USE OF VARIOUS BASEBALL FIELDS IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Ordinance No. 2017-063 by Mayor Perciak and Mr. Carbone. AN ORDINANCE AUTHORIZING AND APPROVING PARTICIPATION IN THE OHIO DEPARTMENT OF TRANSPORTATION WINTER CONTRACT (018-18) FOR THE PURCHASE OF ROAD SALT FOR USE BY THE SERVICE DEPARTMENT OF THE CITY OF STRONGSVILLE DURING THE 2017-2018 SEASON; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO DO ALL THINGS NECESSARY TO ENTER INTO AGREEMENTS IN CONNECTION THEREWITH; AND DECLARING AN EMERGENCY.

12. COMMUNICATIONS, PETITIONS AND CLAIMS:

- Application for Permit: TRFO-C1-C2: To: JoJo Oil, Inc., 8952 Pearl Road, Strongsville, Ohio 44136 (Responses must be postmarked no later than 05/01/2017).

13. MISCELLANEOUS BUSINESS:

14. ADJOURNMENT:

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.		

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 **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.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 027

Page 13

(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

ORD. No. 2017-027 Amended: ^{by sub.} 04-03-17
1st Rdg. 02-21-17 Ref: CDW
2nd Rdg. 04-03-17 Ref: CDW
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2017 – 030

By: Mr. Daymut

A RESOLUTION APPROVING AN AMENDED DEVELOPMENT PLAN FOR THE GREAT ESCAPE PLAZA TO PERMIT CONSTRUCTION OF A DRIVE-THRU RESTAURANT, LOCATED AT 17200 ROYALTON ROAD, IN THE CITY OF STRONGSVILLE; AND DECLARING AN EMERGENCY.

WHEREAS, Great Escape Plaza 15, LLC has proposed an Amendment to the Development Plan for the Great Escape Plaza; and

WHEREAS, Great Escape Plaza 15, LLC, through Dan Neff, its agent, is desirous of amending the Development Plan by providing for the construction of a 2,000 square foot drive-thru restaurant on PPN 396-14-001, located at 17200 Royalton Road, Strongsville, Ohio, which property is zoned Shopping Center; and

WHEREAS, pursuant to Codified Ordinance §1258.17 and §1258.21, Great Escape Plaza 15, LLC, through Dan Neff, its agent, submitted an Amendment to the Final Development Plan to the Planning Commission for its report and recommendation; and

WHEREAS, the Planning Commission approved said proposed Amendment to the Final Development Plan at its meeting of February 23, 2017.

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

Section 1. That this Council hereby approves the Amended Development Plan submitted to the City by Great Escape Plaza 15, LLC, through Dan Neff, its agent, for the Great Escape Plaza, which Amended Development Plan provides for the construction of a 2,000 square foot drive-thru restaurant on PPN 396-14-001, located at 17200 Royalton Road, Strongsville, Ohio, a copy of which is attached hereto as Exhibit A and incorporated herein.

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 - 030
Page 2

Section 3. That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to promote development within the City, to preserve jobs, and serve the public. Therefore, provided this Resolution receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

First reading: March 6, 2017

Second reading: _____

Third reading: _____

Public Hearing: April 17, 2017

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. 2017-030 Amended: _____
1st Rdg. 03-06-17 Ref: PZE
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____
Favorable recommendation by PC
02-23-17
Pub Hrg. _____ Ref: _____
Adopted: _____ Defeated: _____

MEMORANDUM

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

FROM: Carol Oprea, Administrative Assistant, Boards & Commissions

SUBJECT: Referrals to Council

DATE: February 24, 2017

Please be advised that at its meeting of February 23, 2017, the Strongsville Planning Commission gave Favorable Recommendation the following;

OUTLOT AT THE GREAT ESCAPE PLAZA/ Dan Neff, Agent

Amendment to Final Development Plan and Site Plan approval of a 2,000 SF Drive thru restaurant for the Starbucks drive-thru located at 17200 Royalton Road, PPN 396-14-001 zoned Shopping Center.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017-056

BY: Mayor Perciak and All Members of Council

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

WHEREAS, on February 21, 2017 this Council has adopted Resolution No. 2017-023 declaring the necessity of making the improvement described in Section 1 (the Resolution); and

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

Section 1. It is determined to proceed with the improvement of Priem Road from Beech Creek Trail south approximately 1000 feet by constructing sanitary sewers, catch basins and manholes, installing sanitary sewer service connections, and replacing, where necessary, pavement, driveway aprons, storm sewers and culverts, all together with the necessary appurtenances thereto, all as provided in the Resolution.

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

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

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

Section 5. The estimated special assessments previously prepared and filed in the office of the Clerk of Council are adopted.

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

Section 7. Subject to the provisions of Section 727.24 of the Revised Code, the Mayor or other appropriate officer of this City is authorized and directed, as soon as the funds

are available and the Director of Law has advised that the legal requirements in connection with the undertaking of the improvement are in order, to make and execute a contract for the improvement with the lowest and best bidder after advertising according to law, and the improvement shall be financed as provided in the Resolution.

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

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

 President of Council

Approved: _____
 Mayor

Passed: _____, 2017 Date Approved: _____, 2017

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

Attest: _____
 Clerk of Council

ORD. No. 2017-056 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2017 – 057

By: Mayor Perciak and All Members of Council

A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS FOR THE PRIEM ROAD SOUTH SANITARY SEWER PROJECT.

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

Section 1. That the Mayor be and is hereby authorized to advertise for bids for the Priem Road South Sanitary Sewer Project, in accordance with plans and specifications on file in the office of the City Engineer, which are, in all respects, hereby approved.

Section 2. That the funds for the purposes of this Resolution have been appropriated and shall be paid from the Sanitary Sewer Fund and from the collection of special assessments to be levied by the City.

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. 2017-057 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2017 – 058

By: Mayor Perciak and Mr. Daymut

A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS FOR THE CHERRY STONE DRAINAGE PROJECT, IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

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

Section 1. That the Mayor be and is hereby authorized to advertise for bids for the Cherry Stone Drainage Project, generally consisting of the removal and replacement of the existing culvert with a 4' x 8' box culvert and retrofitting an existing retention basin to increase the capacity, all in accordance with specifications and bid documents on file in the office of the City Engineer, which are in all respects hereby approved.

Section 2. That the funds for the purposes of this Resolution have been appropriated and shall be paid from the Drainage 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 the Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 4. That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary in order to advertise for public bidding of the aforesaid project in a timely manner, to provide more efficient drainage in the Cherry Stone Drive area, and to conserve public funds. Therefore, provided this Resolution receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

President of Council

Approved: _____
Mayor

Date Passed: _____ Date Approved: _____

CITY OF STRONGSVILLE
RESOLUTION NO. 2017 – 058
Page 2

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

Attest: _____
Clerk of Council

RES
ORD. No. 2017-058 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2017 - 059
BY: MAYOR THOMAS P. PERCIAK

AN ORDINANCE MAKING APPROPRIATIONS FOR THE ANNUAL EXPENSES AND OTHER EXPENDITURES OF THE CITY OF STRONGSVILLE, OHIO, FOR THE YEAR 2017 AND REPEALING ORDINANCE NUMBER 2016-235.

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

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

<u>General Fund - 101</u>					
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
101 Total General Fund		\$ 16,835,500.00	\$ 8,004,200.00	\$ 12,162,000.00	\$ 37,001,700.00
<u>Special Revenue Funds - 200</u>					
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
203	Police Pension	\$ 1,284,400.00	\$ -	\$ -	\$ 1,284,400.00
204	Street Construction & Maintenance	5,211,500.00	4,965,400.00	-	10,176,900.00
205	State Highway Maintenance	-	140,000.00	-	140,000.00
206	Motor Vehicle License Tax	-	1,080,000.00	-	1,080,000.00
207	Emergency Vehicle Fund	-	1,181,000.00	-	1,181,000.00
208	Fire Levy	7,620,700.00	977,900.00	-	8,598,600.00
209	Fire Pension	1,457,300.00	-	-	1,457,300.00
211	Clerk of Court	-	40,000.00	-	40,000.00
212	Drainage Levy	-	2,496,500.00	-	2,496,500.00
214	Multi-Purpose Complex	3,142,700.00	2,040,200.00	-	5,182,900.00
215	Southwest General Hospital	-	350,000.00	-	350,000.00
216	Law Enforcement Federal Seizures	-	7,000.00	-	7,000.00
217	Law Enforcement State Seizures	-	32,000.00	-	32,000.00
218	Law Enforcement Drug Fine	-	400.00	-	400.00
219	Law Enforcement DWI/DUI	-	10,000.00	-	10,000.00
220	Tree Fund	-	100,000.00	-	100,000.00
222	Community Diversion	11,300.00	2,900.00	-	14,200.00
224	Earned Benefits	405,800.00	-	-	405,800.00
200 Total Special Revenue Funds		\$ 19,133,700.00	\$ 13,423,300.00	\$ -	\$ 32,557,000.00
<u>Debt Service Funds - 300</u>					
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
331	General Bond Retirement	\$ -	\$ 4,679,707.00	\$ -	\$ 4,679,707.00
333	Pearl Road TIF # 1 Fund	-	930,180.00	-	930,180.00
334	Royalton Road TIF Fund	-	207,000.00	-	207,000.00
335	Pearl Road TIF # 2 Fund	-	-	-	-
336	Pearl Road TIF # 3 Fund	-	51,000.00	-	51,000.00
338	Giant Eagle TIF	-	102,000.00	-	102,000.00
300 Total Debt Service Funds		\$ -	\$ 5,969,887.00	\$ -	\$ 5,969,887.00
<u>Capital Improvement Capital Project Funds - 400</u>					
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
441	Recreation Capital Improvement	\$ -	\$ 1,000,000.00	\$ -	\$ 1,000,000.00
442	General Capital Improvement	-	3,103,000.00	-	3,103,000.00
400 Total Capital Project Funds		\$ -	\$ 4,103,000.00	\$ -	\$ 4,103,000.00

Enterprise Funds - 500					
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
551	Sanitary Sewer	\$ 1,374,200.00	\$ 7,410,958.00	\$ -	\$ 8,785,158.00

Internal Service Fund - 600					
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
661	Health Insurance Reserve	\$ -	\$ 5,142,700.00	\$ 300,000.00	\$ 5,442,700.00
664	Worker's Compensation Reserve	-	497,200.00	-	497,200.00
600	Total Internal Service Funds	\$ -	\$ 5,639,900.00	\$ 300,000.00	\$ 5,939,900.00
Grand Total All Funds		\$ 37,343,400.00	\$ 44,551,245.00	\$ 12,462,000.00	\$ 94,356,645.00

Itemized list of Transfers and Advances by Fund		Amount
General Fund to Street Construction Fund		\$ 3,700,000.00
General Fund to Fire Levy Fund		3,000,000.00
General Fund to Multi-Complex Fund		2,000,000.00
General Fund to Police Pension Fund		840,000.00
General Fund to Fire Pension Fund		972,000.00
General Fund to Drainage Levy Fund		200,000.00
General Fund to Earned Benefits Fund		500,000.00
General Fund to Recreation Capital Improvement Fund		450,000.00
General Fund to General Capital Improvement Fund		500,000.00
Total Transfers		\$ 12,162,000.00
Health Insurance Reserve to General Fund		300,000.00
Total Advances and Advance Repayments		\$ 300,000.00
Total Transfers, Advances and Advance Repayments		\$ 12,462,000.00

Section 2: That all expenditures within the fiscal year ending December 31, 2017 shall be made in accordance with the code accounts set forth above, and shall be made within the appropriations herein provided.

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

Section 4: AS AN ORDINANCE providing for the appropriation of monies and consistent with the City's Charter Article III, Section 13, this Ordinance shall take effect immediately upon its passage and approval by the Mayor, or otherwise at the earliest time allowed by law.

President of Council

Approved: _____
Mayor

Date Passed

Date Approved

Attest: _____
Clerk of Council

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

ORD. No. 2017-059 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

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

Dept #	Department	Personal Services	Other	Transfers & Advances	Total
011410	Council	\$ 330,600.00	\$ 26,000.00	\$ -	\$ 356,600.00
011411	Mayors Office	347,000.00	15,300.00	-	362,300.00
015412	Police Department	9,204,100.00	1,546,700.00	-	10,750,800.00
011413	Human Resources	231,000.00	94,900.00	-	325,900.00
011414	Finance Department	512,500.00	21,600.00	-	534,100.00
011415	Legal Department	437,500.00	125,900.00	-	563,400.00
011416	Communication & Technology	638,800.00	812,000.00	-	1,450,800.00
011417	Building Department	1,031,500.00	206,300.00	-	1,237,800.00
011418	Mayors Court	185,700.00	28,100.00	-	213,800.00
011420	Rubbish Department	-	2,500,500.00	-	2,500,500.00
011421	Cemetery Department	121,900.00	207,100.00	-	329,000.00
011422	Architectural Board of Review	-	6,000.00	-	6,000.00
011423	Planning Commission	106,100.00	67,000.00	-	173,100.00
011424	Civil Service	-	21,800.00	-	21,800.00
011425	Board of Appeals	-	11,000.00	-	11,000.00
011428	Parks Department	104,100.00	293,100.00	-	397,200.00
011430	General Miscellaneous	-	1,643,600.00	-	1,643,600.00
011435	Economic Development	153,100.00	144,600.00	-	297,700.00
015414	Corrections Officers	794,200.00	155,000.00	-	949,200.00
011435	Joint Dispatch Center	2,637,400.00	77,700.00	-	2,715,100.00
011468	Non Government Transfers	-	-	12,162,000.00	12,162,000.00
Total General Fund		\$ 16,835,500.00	\$ 8,004,200.00	\$ 12,162,000.00	\$ 37,001,700.00
031000	Police Pension	1,284,400.00	-	-	1,284,400.00
046419	Street Repairs	4,510,000.00	3,199,900.00	-	7,709,900.00
046426	Traffic Signal Maintenance	111,400.00	230,500.00	-	341,900.00
046427	Snow Removal	-	700,000.00	-	700,000.00
046433	Municipal Garage	590,100.00	835,000.00	-	1,425,100.00
056000	State Highway Maintenance	-	140,000.00	-	140,000.00
066000	Motor Vehicle License Tax	-	1,080,000.00	-	1,080,000.00
075000	Emergency Vehicle Fund	-	1,181,000.00	-	1,181,000.00
085000	Fire Levy	7,620,700.00	706,700.00	-	8,327,400.00
085001	Fire Station Ward 1	-	69,200.00	-	69,200.00
085002	Fire Station Ward 2	-	47,500.00	-	47,500.00
085003	Fire Station Ward 3	-	35,500.00	-	35,500.00
085004	Fire Station Ward 4	-	119,000.00	-	119,000.00
095000	Fire Pension	1,457,300.00	-	-	1,457,300.00
111000	Clerk of Court	-	40,000.00	-	40,000.00
121000	Drainage Levy	-	2,496,500.00	-	2,496,500.00
143304	Sports Programs	270,400.00	180,600.00	-	451,000.00
143305	Recreation Administration	462,600.00	679,700.00	-	1,142,300.00
143306	Fitness	424,800.00	148,900.00	-	573,700.00
143309	Ice Rink	-	212,300.00	-	212,300.00
143310	Aquatics	681,500.00	128,100.00	-	809,600.00
143311	Recreation Programs	229,700.00	30,200.00	-	259,900.00
143430	Special Events	-	15,200.00	-	15,200.00
143431	Old Town Hall	10,500.00	16,100.00	-	26,600.00
143439	Senior Services	571,500.00	353,900.00	-	925,400.00
143451	Recreation Maintenance	491,700.00	232,000.00	-	723,700.00
143500	Program Refunds	-	43,200.00	-	43,200.00
152000	Southwest General Hospital	-	350,000.00	-	350,000.00
165000	Law Enforcement Federal Seizures	-	7,000.00	-	7,000.00
175000	Law Enforcement State Seizures	-	32,000.00	-	32,000.00
185000	Law Enforcement Drug Fine	-	400.00	-	400.00
195000	Law Enforcement DWI/DUI	-	10,000.00	-	10,000.00
204000	Tree Maintenance	-	100,000.00	-	100,000.00
225000	Community Diversion	11,300.00	2,900.00	-	14,200.00
224000	Earned Benefits	405,800.00	-	-	405,800.00
Total Special Revenue Funds		\$ 19,133,700.00	\$ 13,423,300.00	\$ -	\$ 32,557,000.00

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

Dept #	Department	Personal Service	Other	Transfers & Advances	Total
311000	General Bond Retirement	-	4,679,707.00	-	4,679,707.00
333000	Pearl Road TIF # 1	-	930,180.00	-	930,180.00
334000	Royalton Road TIF	-	207,000.00	-	207,000.00
335000	Pearl Road TIF # 2	-	-	-	-
336000	Pearl Road TIF # 3	-	51,000.00	-	51,000.00
338000	Giant Eagle TIF	-	102,000.00	-	102,000.00
	Total Debt Service	\$ -	\$ 5,969,887.00	\$ -	\$ 5,969,887.00
413000	Recreation Capital Improvement	-	1,000,000.00	-	1,000,000.00
421000	General Capital Improvement	-	3,103,000.00	-	3,103,000.00
	Total Capital Projects	\$ -	\$ 4,103,000.00	\$ -	\$ 4,103,000.00
512501	Engineering and Administration	663,500.00	920,400.00	-	1,583,900.00
512502	Plant Expenditures	-	2,718,500.00	-	2,718,500.00
512503	Line Expenditures	710,700.00	425,000.00	-	1,135,700.00
512504	Sewer Capital Improvements	-	3,025,000.00	-	3,025,000.00
512505	Sewer Debt Payments	-	322,058.00	-	322,058.00
	Total Sanitary Sewer	\$ 1,374,200.00	\$ 7,410,958.00	\$ -	\$ 8,785,158.00
661000	Health Insurance Reserve	-	5,142,700.00	300,000.00	5,442,700.00
664000	Workers Compensation Reserve	-	497,200.00	-	497,200.00
	Total Internal Service	\$ -	\$ 5,639,900.00	\$ 300,000.00	\$ 5,939,900.00
	GRAND TOTAL	\$ 37,343,400.00	\$ 44,551,245.00	\$ 12,462,000.00	\$ 94,356,645.00

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2017 – 060

By: Mayor Perciak and Mr. Short

**A RESOLUTION ADOPTING ALTERNATIVE TAX
BUDGET INFORMATION FOR THE CITY OF
STRONGSVILLE, OHIO FOR FISCAL YEAR 2018, AND
DECLARING AN EMERGENCY.**

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

WHEREAS, the Mayor and Director of Finance, therefore, have prepared alternative tax budget information for the City of Strongsville, Ohio, for the fiscal year beginning January 1, 2018; including a Division of Taxes Levied setting forth levies inside and outside the 10 Mill limitation, inclusive of debt levies; a Statement of Fund Activity; Unvoted General Obligation Debt; Voted Debt Outside of the 10 Mill Limit; and Schedule of Interfund Transfers, all for submission to the Cuyahoga County Budget Commission and Cuyahoga County Fiscal Officer.

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

Section 1. That the alternative tax budget information for the City of Strongsville, Ohio, for the fiscal year commencing January 1, 2018, heretofore prepared by the Mayor of this City and submitted to this Council, a copy of which is attached hereto as Exhibit "A" and made a part hereof as if fully rewritten herein, be and the same is hereby ratified, approved, confirmed and adopted as the official alternative tax budget information of the City of Strongsville for the fiscal year beginning January 1, 2018 and ending December 31, 2018 for submission to the Cuyahoga County Budget Commission and Cuyahoga County Fiscal Officer.

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

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

CITY OF STRONGSVILLE, OHIO
RESOLUTION NO. 2017 - 060
Page 2

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

 President of Council
 Approved: _____
 Mayor

Date Passed: _____ Date Approved: _____

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

Attest: _____
 Clerk of Council

RES
 ORD. No. 2017-060 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

ALTERNATIVE TAX BUDGET INFORMATION

Political Subdivision/Taxing Unit CITY OF STRONGSVILLE

For the Fiscal Year Commencing January 1, 2018

Fiscal Officer Signature _____ Date _____

COUNTY OF CUYAHOGA

Background

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

Ohio Revised Code Section 5705.281

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

County Budget Commission Duties

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

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

County Budget Commission Action

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

Alternative Tax Budget Information Filing Deadline

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

GUIDELINES FOR COMPLETING THE ALTERNATIVE TAX BUDGET INFORMATION

SCHEDULE 1

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

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

NOTE:

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

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

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

SCHEDULE 2

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

SCHEDULE 3

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

SCHEDULE 4

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

SCHEDULE 5

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

City of Strongsville, Cuyahoga County, Ohio
DIVISION OF TAXES LEVIED
For the Year Ending December 31, 2018

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

Schedule 1

I	II	III	IV	V	VI	VII	VIII	IX
Fund	Purpose	Authorized By Voters On MM/DD/YY	Levy Type	Number of Years Levy To Run	Tax Year Begins/Ends	Collection Year Begins/Ends	Maximum Rate Authorized	\$ AMOUNT Requested of Budget Commission
<u>General Fund</u>								
General Fund	Current Expense	05/06/14	Renewal	5	2014 - 2018	2015 - 2019	1.5	\$ 530,000
<u>Special Revenue Funds</u>								
Fire Levy Fund	Current Expense	05/05/09	Renewal	continuing	continuing	continuing	2.0	\$ 2,837,000
Fire Levy Fund	Current Expense	11/06/12	Renewal	5	2013 - 2017	2014 - 2018	1.5	\$ 2,163,000
Drainage Levy Fund	Drainage	11/06/12	Replace	5	2013 - 2017	2014 - 2018	0.4	\$ 573,000
SW Hospital Fund	SW Hospital	11/04/14	Renewal	5	2015 - 2019	2016 - 2020	1.0	\$ 353,000
Police Pension Fund	Inside Millage						0.3	\$ 439,000
Fire Pension Fund	Inside Millage						0.3	\$ 439,000
Total Special Revenue Funds							5.5	\$ 6,804,000
<u>Debt Service Funds</u>								
General Bond Retirement	Inside Millage						2.3	\$ 3,400,000
Total Debt Service Funds							2.3	\$ 3,400,000
Totals							9.3	\$ 10,734,000

City of Strongsville, Cuyahoga County, Ohio
STATEMENT OF FUND ACTIVITY
 For the Year Ending December 31, 2018

Schedule 2

(List All Funds Individually)

I II III IV V VI

Fund By Type	Beginning Estimated Unencumbered Fund Balance	Property Taxes and Local Government Fund Revenue	Other Source Receipts	Total Resources Available For Expenditures	Total Estimated Expenditures and Encumbrances	Ending Estimated Unencum- bered Balance
General Fund	\$ 8,344,136.73	\$ 998,267.00	\$ 36,064,541.00	\$ 45,406,944.73	\$ 37,339,800.00	\$ 8,067,144.73
Special Revenue Fund Group						
Police Pension	\$ 222,803.98	\$ 439,000.00	\$ 840,000.00	\$ 1,501,803.98	\$ 1,304,400.00	\$ 197,403.98
Street Maintenance & Construction	\$ 3,058,893.71	\$ -	\$ 9,950,000.00	\$ 13,008,893.71	\$ 10,247,500.00	\$ 2,761,393.71
State Highway Maintenance	\$ 348,598.09	\$ -	\$ 150,200.00	\$ 498,798.09	\$ 140,000.00	\$ 358,798.09
Motor Vehicle License	\$ 97,921.17	\$ -	\$ 357,600.00	\$ 455,521.17	\$ 400,000.00	\$ 55,521.17
Emergency Vehicle	\$ 1,790,017.36	\$ -	\$ 968,000.00	\$ 2,758,017.36	\$ 1,506,000.00	\$ 1,252,017.36
Fire Levy	\$ 1,632,330.66	\$ 5,000,000.00	\$ 3,006,400.00	\$ 9,638,730.66	\$ 8,461,100.00	\$ 1,177,630.66
Fire Pension	\$ 198,741.52	\$ 439,000.00	\$ 972,000.00	\$ 1,609,741.52	\$ 1,486,700.00	\$ 123,041.52
Clerk of Court	\$ 130,190.01	\$ -	\$ 15,000.00	\$ 145,190.01	\$ 40,000.00	\$ 105,190.01
Drainage Levy	\$ 322,448.48	\$ 573,000.00	\$ 500,600.00	\$ 1,396,048.48	\$ 296,500.00	\$ 1,099,548.48
Multi-Purpose Complex	\$ 550,140.11	\$ -	\$ 4,730,000.00	\$ 5,280,140.11	\$ 4,949,700.00	\$ 330,440.11
SW General Hospital	\$ -	\$ 353,000.00	\$ -	\$ 353,000.00	\$ 353,000.00	\$ -
Law Enforcement Federal Seizure	\$ 7,285.55	\$ -	\$ 1,000.00	\$ 8,285.55	\$ 7,000.00	\$ 1,285.55
Law Enforcement State Seizure	\$ 18,892.48	\$ -	\$ 3,000.00	\$ 21,892.48	\$ 12,000.00	\$ 9,892.48
Law Enforcement Mandatory Drug Fine	\$ 8,690.57	\$ -	\$ 4,400.00	\$ 13,090.57	\$ 400.00	\$ 12,690.57
Law Enforcement DUI/DWI	\$ 14,282.73	\$ -	\$ 2,000.00	\$ 16,282.73	\$ 10,000.00	\$ 6,282.73
Tree Maintenance	\$ 254,134.35	\$ -	\$ 117,000.00	\$ 371,134.35	\$ 100,000.00	\$ 271,134.35
Community Diversion	\$ 49.54	\$ -	\$ 12,400.00	\$ 12,449.54	\$ 12,400.00	\$ 49.54
Earned Benefits	\$ 3,335,777.75	\$ -	\$ 500,000.00	\$ 3,835,777.75	\$ 405,800.00	\$ 3,429,977.75
Total Special Revenue Funds	\$ 11,991,198.06	\$ 6,804,000.00	\$ 22,129,600.00	\$ 40,924,798.06	\$ 29,732,500.00	\$ 11,192,298.06
Debt Service Fund Group						
General Bond Retirement	\$ 1,587,936.41	\$ 3,400,000.00	\$ 155,000.00	\$ 5,142,936.41	\$ 3,471,275.00	\$ 1,671,661.41
Pearl Road TIF # 1	\$ 243,176.98	\$ -	\$ 1,145,700.00	\$ 1,388,876.98	\$ 572,300.00	\$ 816,576.98
Route 82 TIF	\$ 24,455.96	\$ -	\$ 179,700.00	\$ 204,155.96	\$ 3,000.00	\$ 201,155.96
Pearl Road TIF # 2	\$ 105,921.58	\$ -	\$ 22,200.00	\$ 128,121.58	\$ -	\$ 128,121.58
Pearl Road TIF # 3	\$ 125,240.76	\$ -	\$ 33,000.00	\$ 158,240.76	\$ 51,000.00	\$ 107,240.76
Westwood Commons TIF	\$ 82.69	\$ -	\$ -	\$ 82.69	\$ -	\$ 82.69
Giant Eagle TIF	\$ 45,442.46	\$ -	\$ 74,000.00	\$ 119,442.46	\$ 102,000.00	\$ 17,442.46
GETGO TIF	\$ 41,458.62	\$ -	\$ 21,000.00	\$ 62,458.62	\$ -	\$ 62,458.62
Total Debt Service Funds	\$ 2,173,715.46	\$ 3,400,000.00	\$ 1,630,600.00	\$ 7,204,315.46	\$ 4,199,575.00	\$ 3,004,740.46
Capital Project Fund Group						
Recreation Capital Improvement	\$ 150,145.32	\$ -	\$ 50,500.00	\$ 200,645.32	\$ -	\$ 200,645.32
General Capital Improvement	\$ 1,031,510.41	\$ -	\$ 1,350,100.00	\$ 2,381,610.41	\$ 1,653,000.00	\$ 728,610.41
TIF Capital Improvement Funds	\$ 61,973.66	\$ -	\$ 47,000.00	\$ 108,973.66	\$ -	\$ 108,973.66
Total Capital Project Funds	\$ 1,243,629.39	\$ -	\$ 1,447,600.00	\$ 2,691,229.39	\$ 1,653,000.00	\$ 1,038,229.39

City of Strongsville, Cuyahoga County, Ohio
STATEMENT OF FUND ACTIVITY
For the Year Ending December 31, 2018
(List All Funds Individually)

Schedule 2

I	II	III	III	IV	V	VI
Fund By Type	Beginning Estimated Unencumbered Fund Balance	Property Taxes and Local Government Fund Revenue	Other Source Receipts	Total Resources Available For Expenditures	Total Estimated Expenditures and Encumbrances	Ending Estimated Unencum- bered Balance
<u>Enterprise Fund Group</u>						
Sanitary Sewer	\$ 9,208,537.70	-	\$ 7,296,700.00	\$ 16,505,237.70	\$ 7,469,134.00	\$ 9,036,103.70
<u>Internal Service Fund Group</u>						
Health Insurance Reserve	\$ 300,000.00	-	\$ 5,442,700.00	\$ 5,742,700.00	\$ 5,142,700.00	\$ 600,000.00
Worker's Compensation Reserve	\$ 933,168.03	-	\$ 373,000.00	\$ 1,306,168.03	\$ 497,200.00	\$ 808,968.03
Total Internal Service Fund Group	\$ 1,233,168.03	-	\$ 5,815,700.00	\$ 7,048,868.03	\$ 5,639,900.00	\$ 1,408,968.03
TOTAL ALL FUNDS	\$ 34,194,385.37	\$ 11,202,267.00	\$ 74,384,741.00	\$ 119,781,393.37	\$ 86,033,909.00	\$ 33,747,484.37

City of Strongsville, Cuyahoga County, Ohio
Tax Budget
For the Year Ending December 31, 2018

UNVOTED GENERAL OBLIGATION DEBT

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

Schedule 3

I Purpose of Bonds or Notes	II Date of Issue	III Final Maturity Date	IV Principal Amount Outstanding At The Beginning Of The Year	V Amount Required To Meet Budget Year Principal & Interest Payments	VI Amount Receivable From Other Sources To Meet Debt Payments
General Purpose Various Improvement Bonds 2009 Issue	13-May-09	1-Dec-18	\$175,000	\$182,000	\$0
General Purpose Various Improvement Bonds 2009 Issue (TIF)	8-Dec-09	1-Dec-19	\$715,000	\$371,470	\$371,470
General Purpose Various Improvement Bonds 2011 Issue	6-Sep-11	1-Dec-21	\$4,850,000	\$1,348,438	\$0
General Purpose Various Improvement Bonds 2014 Issue	1-Apr-14	1-Dec-26	\$8,475,000	\$1,080,726	\$0
General Purpose Various Improvement Bonds 2015 Issue	22-Oct-15	1-Dec-26	\$6,890,000	\$225,894	\$0
General Purpose Various Improvement Bonds 2016 Issue	21-Jul-16	1-Dec-34	\$10,945,000	\$432,626	\$0
General Purpose Various Improvement Bonds 2016 Issue (TIF)	21-Jul-16	1-Dec-29	\$5,475,000	\$200,788	\$200,788
Totals			\$37,525,000	\$3,841,942	\$572,258

City of Strongsville, Cuyahoga County, Ohio
 Tax Budget
 For the Year Ending December 31, 2018

SCHEDULE OF INTERFUND TRANSFERS

Supplemental Schedule

From	Amount	To
Transfers		
General Fund	\$4,300,000	Street Construction, Maintenance & Repair Special Revenue Fund
General Fund	\$3,000,000	Fire Levy Special Revenue Fund
General Fund	\$1,600,000	Multi-Purpose Special Revenue Fund
General Fund	\$840,000	Police Pension Special Revenue Fund
General Fund	\$972,000	Fire Pension Special Revenue Fund
General Fund	\$500,000	Drainage Levy Fund
General Fund	\$500,000	Earned Benefits Special Revenue Fund
General Fund	\$109,000	General Bond Retirement Fund
General Fund	\$500,000	General Capital Improvement Fund

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 061

By: Mayor Perciak and Mr. Southworth

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A NON-EXCLUSIVE RENTAL/OCCUPANCY AGREEMENT WITH THE GREATER CLEVELAND SENIORS SOFTBALL 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 Greater Cleveland Seniors Softball (GCSS), is an organization that offers a softball program for senior men in the area; and further which views its mission to provide softball players ages 55 and up the enjoyment of competitive softball; and

WHEREAS, GCSS desires to occupy and use the City baseball fields to stage and conduct a softball league from May 2, 2017 through September 28, 2017, on a limited and non-exclusive basis; and

WHEREAS, the City welcomes this effort to continue to provide the seniors in the area a safe and rewarding softball 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 Greater Cleveland Seniors Softball 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 - 061
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 an organization, for recreational purposes for the benefit of the community, and to conserve City funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor.

 President of Council

Approved: _____
 Mayor

Date Passed: _____ Date Approved: _____

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

Attest: _____
 Clerk of Council

ORD. No. 2017-061 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 **GREATER CLEVELAND SENIORS SOFTBALL**, and located at 1 River Road, Hinckley, Ohio 44233 (hereinafter called "GCSS" or "Tenant").

WITNESSETH:

WHEREAS, the Greater Cleveland Seniors Softball, is an organization that offers a softball program for senior men in the area; and further which views its mission to provide for the enjoyment of senior softball players ages 55 and up through competitive softball; and

WHEREAS, GCSS desires to occupy and use the City baseball fields to stage and conduct a softball league from May 2, 2017 through September 28, 2017, on a limited and non-exclusive basis; and

WHEREAS, the City welcomes this effort to continue to provide the seniors in the area a safe and rewarding softball 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 Fields" (hereinafter the "Premises").

2. TERM

2.1 Term

The term of this Rental/Occupancy shall commence May 2, 2017 and end at midnight September 28, 2017.

2.2 Termination

Tenant hereby acknowledges that the City may, at any time, and without cause, terminate this Agreement upon fourteen (14) 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 – Twenty-Five Dollars (\$25.00) per field, per day, for each field used by Tenant during the term of Tenant's occupancy.
- (b) 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's times and schedule of specific use shall be on a non-exclusive basis and specifically designated by the City through its Director of Recreation & Senior Services; provided, however, that scheduling of games shall be afforded to the Tenant in order to attempt to accommodate the Tenant's needs over any other potential users or occupiers. The foregoing is subject, however, to City Recreation Department programs which will always take precedence with regard to scheduling; and also to the fact that the City's Recreation Department reserves the right to alter, modify, supplement, amend and revise schedules, rules and regulations within its sole discretion.

(b) Tenant shall occupy and use the Premises for recreational purposes only and for no other purpose, and in a careful, safe and proper manner, and shall not commit or suffer any waste therein. Tenant shall not occupy or use the Premises for any unlawful purpose, in violation of any lawful covenant or condition of

record restricting the use of the Premises, or in any way that would increase or cause foreseeable harm or injury to others. In its occupation and use of the Premises, Tenant shall comply with all laws, ordinances, rules, regulations, requirements and orders of all governmental authorities having jurisdiction over the Premises.

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

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

8.2 Alterations and Improvements

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

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

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:

Greater Cleveland Seniors Softball
c/o Tony Chihill
1 River Road
Hinckley, Ohio 44233

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

**GREATER CLEVELAND SENIORS
SOFTBALL**

By: Tony Chihill
Its: _____

Date: 3/30/17

Kathy [Signature]

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 Cuyahoga)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named **GREATER CLEVELAND SENIORS SOFTBALL**, by Tony Chihill, its board member, 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 organization.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Strongsville, Ohio, this 30 day of March, 2017.

Kathy Sajima
Notary Public



EXHIBIT A

City of Strongsville Fields

VOLUNTEER PARK – 21410 Lunn Road

1. Farnsworth Field
2. Cappy Field

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 062

By: Mayor Perciak and Mr. Southworth

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A NON-EXCLUSIVE RENTAL/OCCUPANCY AGREEMENT WITH THE GREAT LAKES BASEBALL LEAGUE 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 Great Lakes Baseball League (GLBL) organizes baseball tournaments for boys in the State of Ohio; and

WHEREAS, GLBL desires to occupy and use the City baseball fields to stage and conduct the "25th Annual Strongsville Memorial Day Weekend Tournament" baseball tournament from May 27, 2017 through May 29, 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 Great Lakes Baseball League for 2017, and upon the other terms and conditions set forth in the Rental/Occupancy Agreement, attached hereto and designated Exhibit 1, which is approved in all respects.

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

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

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2017 – 062
PAGE 2

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

Section 4. That this Ordinance is hereby declared to be an emergency measure 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 an 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. 2017-062 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 **GREAT LAKES BASEBALL LEAGUE**, and located at 7575 Tyler Boulevard, Suite C-18, Mentor, Ohio 44060 (hereinafter called "GLBL" or "Tenant").

WITNESSETH:

WHEREAS, the Great Lakes Baseball League organizes baseball tournaments for boys in the State of Ohio; and

WHEREAS, GLBL desires to occupy and use the City baseball fields to stage and conduct the "25th Annual Strongsville Memorial Day Weekend Tournament" baseball tournament from May 27, 2017 through May 29, 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 May 27, 2017 and end at midnight May 29, 2017.

2.2 Termination

Tenant hereby acknowledges that the City may, at any time, and without cause, terminate this Agreement upon fourteen (14) 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 – One Hundred Thirty-Five Dollars (\$135.00) 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:

Harry Oschip
7575 Tyler Boulevard, Suite C-18
Mentor, Ohio 44060

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

GREAT LAKES BASEBALL LEAGUE

By: [Signature]
Harry Oschip

Its: Commissioner

Date: 4/4/2017

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 LAKE)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named **GREAT LAKES BASEBALL LEAGUE**, by **Harry Oschip**, its Commissioner, 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 organization.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at MENTOR, Ohio, this 4 day of APRIL, 2017.



APRYLE LOVELACE
Notary Public, State of Ohio
My Comm. Expires 01-18-2022
Recorded in Lake County

[Signature]
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

PRODUCER 1-804-733-2020 CHAPPELL INSURANCE AGENCY 25807-A COX ROAD PETERSBURG, VA 23803	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. <p style="text-align: center;">INSURERS AFFORDING COVERAGE</p> INSURER A: NATIONWIDE MUTUAL INSURANCE COMPANY INSURER B: INSURER C: INSURER D: INSURER E:
INSURED NATIONS BASEBALL TOURNAMENT ASSOCIATION 10801 HAMMERLY RD, STE 210 HOUSTON, TX 77043	

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	RPG-279049-00	01/01/2017	01/01/2018	EACH OCCURRENCE	\$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE(any one fire)	\$ 300,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (any one person)	\$
	<input checked="" type="checkbox"/> ABUSE/MOLESTATION- \$1,000,000 LIMIT				GENERAL AGGREGATE	\$ 5,000,000
	<input checked="" type="checkbox"/> PLL \$2,000,000				PERSONAL ADV INJURY	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES:				PRODUCTS - COMP/OP AGG	\$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
	OTHER					
	EXCESS LIABILITY				EACH OCCURRENCE	
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				AGGREGATE	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS

THE CERTIFICATE HOLDER LISTED BELOW IS NAMED AS AN ADDITIONAL INSURED BUT ONLY WITH RESPECT TO THE OPERATIONS OF THE NAMED INSURED. NATIONS BASEBALL TOURNAMENT ASSOCIATION IS A NAMED INSURED ON THIS POLICY.

Coverage is effective 2/23/2017

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER	CANCELLATION
CITY OF STRONGSVILLE 16099 FOLTZ PARKWAY STRONGSVILLE, OH 44149 CERT#: NATIONS-AI-41		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 063

By: Mayor Perciak and Mr. Carbone

AN ORDINANCE AUTHORIZING AND APPROVING PARTICIPATION IN THE OHIO DEPARTMENT OF TRANSPORTATION WINTER CONTRACT (018-18) FOR THE PURCHASE OF ROAD SALT FOR USE BY THE SERVICE DEPARTMENT OF THE CITY OF STRONGSVILLE DURING THE 2017-2018 SEASON; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO DO ALL THINGS NECESSARY TO ENTER INTO AGREEMENTS IN CONNECTION THEREWITH; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Strongsville, Cuyahoga County, (hereinafter referred to as the "Political Subdivision") hereby submits this written agreement to participate in the Ohio Department of Transportation's ("ODOT") annual winter road salt bid (018-18) in accordance with Ohio Revised Code 5513.01(B), and hereby agrees to all of the following terms and conditions in its participation of the ODOT winter road salt contract; and

WHEREAS, the Political Subdivision hereby agrees to be bound by all terms and conditions established by ODOT in the winter road salt contract and acknowledges that upon award of the contract by the Director of ODOT, it shall be bound by all such terms and conditions included in the contract; and

WHEREAS, the Political Subdivision hereby acknowledges that upon the Director of ODOT's signing of the winter road salt contract, it shall effectively form a contract between the awarded salt supplier and the Political Subdivision; and

WHEREAS, the Political Subdivision agrees to be solely responsible for resolving all claims or disputes arising out of its participation in the ODOT winter road salt contract, and agrees to hold the Department of Transportation harmless for any claims, actions, expenses, or other damages arising out of the Political Subdivision's participation in the winter road salt contract; and

WHEREAS, the Political Subdivision hereby requests through this participation agreement a total of **Eleven Thousand (11,000)** tons of Sodium Chloride (Road Salt), of which the Political Subdivision agrees to purchase from its awarded salt supplier at the delivered bid price per ton awarded by the Director of ODOT; and

WHEREAS, the Political Subdivision hereby agrees to purchase a minimum of 90% of its above-requested salt quantities from its awarded salt supplier during the contract's effective period of October 1, 2017 through April 30, 2018; and

WHEREAS, the Political Subdivision hereby agrees to place orders with and directly pay the awarded salt supplier on a net 30 basis for all road salt it receives pursuant to ODOT winter salt contract; and

WHEREAS, the Political Subdivision acknowledges that should it wish to rescind this participation agreement, it will do so by written, emailed request by no later than Wednesday, June 1, 2017. The written, emailed request to rescind this participation agreement must be received by the ODOT Office of Contract Sales, Purchasing Section email: Contracts.Purchasing@dot.ohio.gov by the deadline. The Department, upon receipt, will respond that it has received the request and that it has effectively removed the Political Subdivision's participation request. Furthermore, it is the sole responsibility of the Political Subdivision to ensure ODOT has received this participation agreement, as well as the receipt of any request to rescind this participation agreement. The Department shall not be held responsible or liable for failure to receive a Political Subdivision's participation agreement and/or a Political Subdivision's request to rescind its participation agreement; and

WHEREAS, this Council wishes to take advantage of this opportunity in the purchase of road salt during the 2017-2018 winter season, through the State of Ohio Department of Transportation, Winter Contract No. 018-18.

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

Section 1. That Council approves and authorizes the Mayor's request for authority in the name of the City of Strongsville to participate in Ohio Department of Transportation contracts for the purchase of road salt at a rate per ton to be determined through the ODOT bidding process for use by the Service Department of the City, in a total amount estimated at 11,000 tons for the winter season and contract, as outlined in the participation agreement herein, which contract(s) the Department will enter into pursuant to Revised Code Section 5513.01(B).

Section 2. That the City of Strongsville hereby agrees to be bound by the terms and conditions prescribed by the Director of the Ohio Department of Transportation for such purchases, and to directly pay the vendor under such contract of the Ohio Department of Transportation in which the City participates for the items it receives pursuant to the contract.

Section 3. That the Mayor and Director of Finance be and are hereby authorized to enter into and execute such agreements and documents as may be necessary to participate in the Ohio Department of Transportation winter salt contract.

Section 4. That the funds for the purposes of said contract have been appropriated for 2017 and shall be paid from the Street Construction, Maintenance & Repair Fund; and the State Highway Maintenance Fund.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 - 063

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

Section 6. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare, and for the further reason that it is immediately necessary to participate in such program and purchase such road salt materials for the next winter season in order to provide continuity of services to residents of the City and in the operation of the Department of Public Service, to ensure safe passage on City streets, to comply with Ohio Department of Transportation deadlines, 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. 2017-063 Amended: _____

1st Rdg. _____ Ref: _____

2nd Rdg. _____ Ref: _____

3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____

Adopted: _____ Defeated: _____