

# City of Strongsville

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

April 27, 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, May 1, 2017**, to be held in the Caucus Room and the Council Chamber at the ***Mike Kalinich Sr. City Council Chamber, 18688 Royalton Road***:

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

**7:30 P.M.**

**Planning, Zoning and Engineering Committee** will meet to discuss Ordinance Nos. 2017-064, 2017-065 and Resolution No. 2017-030.

**Finance Committee** will meet to discuss Resolution Nos. 2017-060, 2017-066 and 2017-067.

*A motion will be made to approve the committee meeting minutes of April 10, 2017.*

**Recreation and Community Services Committee** will meet to discuss Ordinance No. 2017-068.

**Public Service and Conservation Committee** will meet to discuss Ordinance Nos. 2017-069, 2017-070, 2017-071, 2017-072, 2017-073 and 2017-074.

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

**8:00 P.M.**

**Regular Council Meeting**

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

**BY ORDER OF THE COUNCIL:**

Aimee Pientka, MMC  
Clerk of Council

**STRONGSVILLE CITY COUNCIL REGULAR MEETING**

**MONDAY, May 1, 2017 AT 8:00 P.M.**

Mike Kalinich Sr. City Council Chamber  
18688 Royalton Road, Strongsville, Ohio

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**AGENDA**

1. CALL TO ORDER:
2. PLEDGE OF ALLEGIANCE:
3. CERTIFICATION OF POSTING:
4. ROLL CALL:
5. COMMENTS ON MINUTES:
  - *Council Meeting – April 17, 2017*
6. APPOINTMENTS, CONFIRMATIONS, AWARDS AND RECOGNITION:
7. REPORTS OF COUNCIL COMMITTEE:
  - SCHOOL BOARD – Mr. Dooner:
  - SOUTHWEST GENERAL HEALTH SYSTEM – Mr. Carbone:
  - BUILDING AND UTILITIES – Mr. Schonhut:
  - COMMUNICATIONS AND TECHNOLOGY – Mr. Schonhut:
  - ECONOMIC DEVELOPMENT – Mr. Daymut:
  - FINANCE – Mr. Short:
  - PLANNING, ZONING AND ENGINEERING – Mr. Daymut:
  - PUBLIC SAFETY AND HEALTH – Mr. DeMio:
  - PUBLIC SERVICE AND CONSERVATION – Mr. Carbone:
  - RECREATION AND COMMUNITY SERVICES – Mr. Southworth:
  - COMMITTEE-OF-THE-WHOLE – Mr. Dooner:
8. REPORTS AND COMMUNICATIONS FROM THE MAYOR, DIRECTORS OF DEPARTMENTS AND OTHER OFFICERS:
  - MAYOR PERCIAK:
  - FINANCE DEPARTMENT:
  - LAW DEPARTMENT:
9. AUDIENCE PARTICIPATION:

10. ORDINANCES AND RESOLUTIONS:

- 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. Second reading 04-17-17.*
- 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. *First reading 04-17-17.*
- Ordinance No. 2017-064 by Mr. Daymut. AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE LOCATED AT 16939 PEARL ROAD (PART OF PPN 397-10-009) IN THE CITY OF STRONGSVILLE FROM PF (PUBLIC FACILITIES) CLASSIFICATION TO GB (GENERAL BUSINESS) CLASSIFICATION, AND DECLARING AN EMERGENCY.
- Ordinance No. 2017-065 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A PROFESSIONAL PLANNING SERVICES AGREEMENT BETWEEN THE CUYAHOGA COUNTY PLANNING COMMISSION AND THE CITY OF STRONGSVILLE, IN CONNECTION WITH PREPARATION OF A MASTER PLAN FOR THE CITY, AND DECLARING AN EMERGENCY.
- Resolution No. 2017-066 by Mayor Perciak and All Members of Council. A RESOLUTION DECLARING IT NECESSARY TO RENEW AN EXISTING 1.50 MILL TAX LEVY FOR THE PURPOSE OF PAYMENT FOR FIREFIGHTERS' SALARIES AND OPERATING EXPENSES FOR THE SATELLITE STATION AT PRIEM AND ALBION ROADS PURSUANT TO OHIO REVISED CODE SECTION 5705.19(I), REQUESTING THE COUNTY FISCAL OFFICER TO CERTIFY THE TOTAL CURRENT TAX VALUATION OF THE CITY AND THE DOLLAR AMOUNT OF REVENUE THAT WOULD BE GENERATED BY THAT RENEWAL LEVY, AND DECLARING AN EMERGENCY.
- Resolution No. 2017-067 by Mayor Perciak and All Members of Council. A RESOLUTION DECLARING IT NECESSARY TO RENEW AN EXISTING 0.40 MILL TAX LEVY FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING AND RENOVATING STORM SEWERS AND STORM DRAINAGE DITCHES PURSUANT TO OHIO REVISED CODE SECTION 5705.19(F), REQUESTING THE COUNTY FISCAL OFFICER TO CERTIFY THE TOTAL CURRENT TAX VALUATION OF THE CITY AND THE DOLLAR AMOUNT OF REVENUE THAT WOULD BE GENERATED BY THAT RENEWAL LEVY, AND DECLARING AN EMERGENCY.
- Ordinance No. 2017-068 by Mayor Perciak and Mr. Southworth. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A NON-EXCLUSIVE RENTAL/OCCUPANCY AGREEMENT WITH EXPLOSIVE FASTPITCH, LLC ON A LIMITED BASIS FOR 2017, FOR THE USE OF VARIOUS BASEBALL FIELDS IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

- Ordinance No. 2017-069 by Mr. Carbone. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE PURCHASE AND REPLACEMENT OF RBC DRIVES TO UPGRADE EQUIPMENT AT THE CITY'S WASTEWATER TREATMENT FACILITIES, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.
- Ordinance No. 2017-070 by Mr. Carbone. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE PURCHASE OF VEHICLE AND EQUIPMENT TIRES AND RELATED TIRE SERVICES TO BE USED BY THE SERVICE DEPARTMENT OF THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Ordinance No. 2017-071 by Mr. Carbone. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE PURCHASE OF ASPHALT MATERIALS FOR USE BY THE SERVICE DEPARTMENT OF THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Ordinance No. 2017-072 by Mr. Carbone. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR MATERIALS AND SERVICES IN CONNECTION WITH THE PAINT STRIPING OF CERTAIN STREETS AND HIGHWAYS WITHIN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Ordinance No. 2017-073 by Mr. Carbone. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE SWEEPING OF STREETS IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Ordinance No. 2017-074 by Mr. Carbone. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE PURCHASE OF GENERAL PAVEMENT SERVICES FOR 2017 FOR USE BY THE SERVICE DEPARTMENT OF THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

11. COMMUNICATIONS, PETITIONS AND CLAIMS:

12. MISCELLANEOUS BUSINESS:

13. ADJOURNMENT:

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: April 17, 2017

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. 04-17-17 Ref: \_\_\_\_\_  
 3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
Favorable recommendation by PC  
02-23-17  
 Pub Hrg. 04-17-17 Ref: \_\_\_\_\_  
 Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

# EXHIBIT A

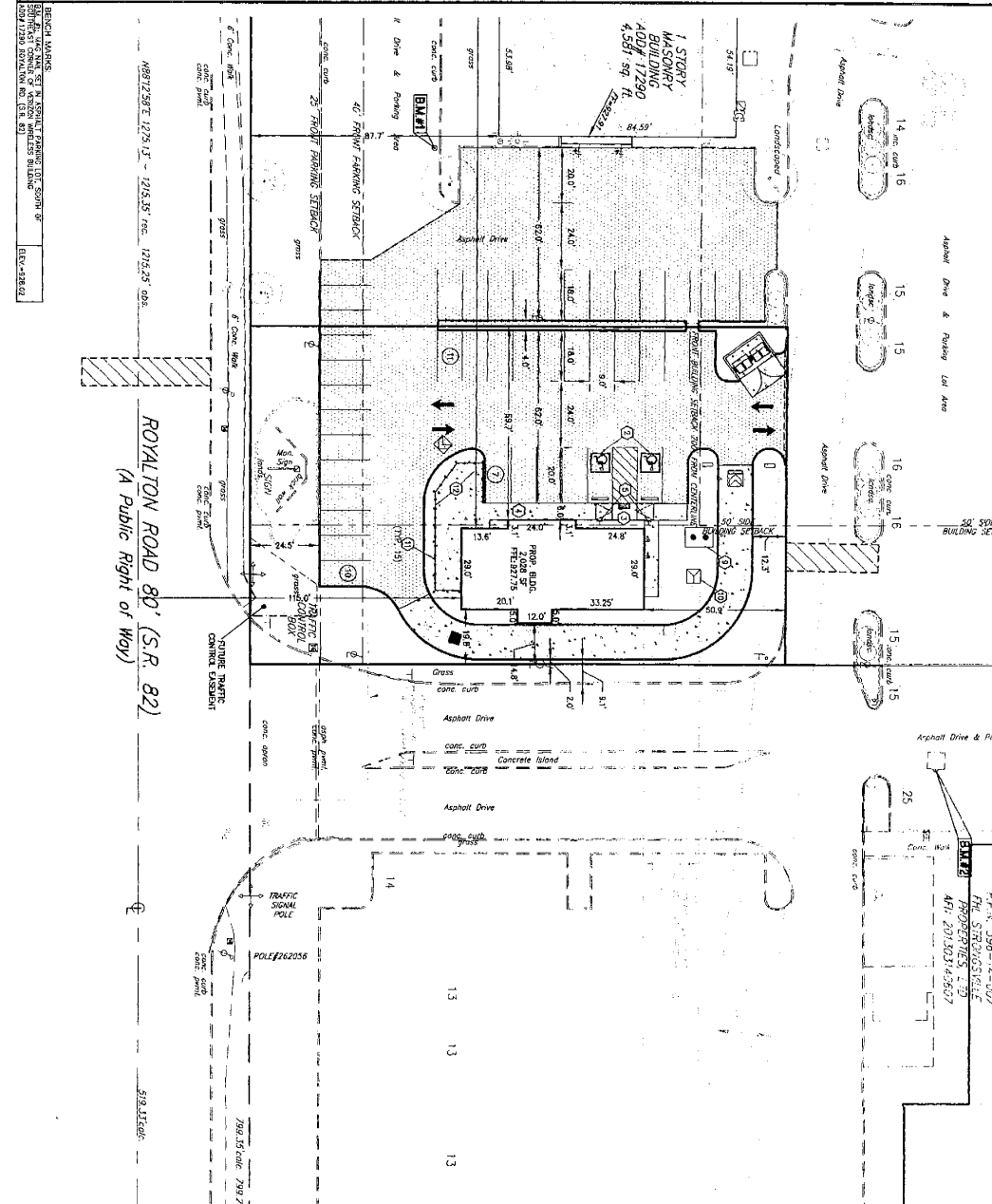
P.P.N. 396-14-017  
RY STRONGSVILLE  
APN 201502107050

**FUTURE REMAINDER**  
L.J. PARCEL I  
3.3047 Acres  
(231,071 Sq. Ft.)

P.P.N. 396-14-007  
F.H.L. INVESTMENTS LTD. II  
VOL. 83-162, PG. 931 C.O.D.R.

**K L M N O**

P.P.N. 396-14-007  
THE STRONGSVILLE  
PROJECT PHASE 2-3  
APN 201502145607



CODE SECTION	SUBJECT	REQUIRED BY ZONING CODE	PROVIDED
1258.12	MAX. HT. OF BLDG.	60 ft.	TBD
1258.09	MAX. LOT COVERAGE (BLDG.)	5 acres	0.3333 ACRES
1258.11	FRONT YARD SETBACK (BLDG.)	20 ft.	19.3 ft.
1258.11	FRONT YARD SETBACK - PARKING (FROM 50' R/W)	50 ft.	14.8 ft.
1258.11	SIDE SETBACK - BLDG.	10 ft.	2 ft.
1258.11	SIDE SETBACK - PARKING	10 ft.	50.9 ft.
1258.11	REAR SETBACK - PARKING	10 ft.	12.3 ft.
1270.04	MAX. DRIVE WIDTH (7 LANE)	24'	24'
1270.04	MINIMUM PARKING STALL SIZE	9' x 20' (60' MINIMUM # OF SPACES)	9' x 20'
1270.05	MINIMUM PARKING STALL SIZE	13 SPACES MIN. (24' MIN. WIDTH)	28 SPACES

RETAIL W/ FOOD SERVICE	OFFICE	CONCRETE IN BREAK	CONCRETE SIDEWALK
(4) 100 SF = 215 SPACES PLUS 10 SPACES/1,000 FOOD SERVICE (2,288 SF = 23 SPACES)	1 SPACE/100 SF (4,313 SF = 43 SPACES)	1 SPACE/100 SF (4,313 SF = 43 SPACES)	1 SPACE/100 SF (4,313 SF = 43 SPACES)
TOTAL REQUIRED = 255 SPACES	248 SPACES PROVIDED	248 SPACES PROVIDED	277 SPACES PROVIDED
ON-SITE SITE SPECIFIC REQUIREMENT 278 SPACES	28 SPACES PROVIDED	277 SPACES PROVIDED	277 SPACES PROVIDED

- KEY NOTES:**
- 1) VERTICAL CONCRETE CURB
  - 2) ADA ACCESSIBLE PARKING SPACES
  - 3) ADA ACCESSIBLE RAMP
  - 4) CONCRETE SIDEWALK
  - 5) ACCESSIBLE PARKING SPACES
  - 6) 8'0" TURNING RADIUS ARROW INDICATOR
  - 7) MARKING STRIKE IN 4" X 4" SQUARE WHITE
  - 8) 1' FROM STRIPES TO CURB OR SIDEWALK
  - 9) PROTECT EXISTING UTILITY (P.U.)
  - 10) ELECTRIC TRANSFORMER
  - 11) 6" REINFORCED SWAGE/BLACK
  - 12) 4" REINFORCED SWAGE/BLACK
  - 13) 6" REINFORCED SWAGE/BLACK
  - 14) 8" REINFORCED SWAGE/BLACK
  - 15) SEE PART C.V. OF THIS

BENJAMIN MANN  
BENJAMIN MANN & ASSOCIATES, INC.  
12000 W. 179TH AVE., SUITE 100  
CLEVELAND, OHIO 44120-1790  
TEL: 216-881-1100  
FAX: 216-881-1101

02/07/17	DESIGNED SITE PLAN
07/23/17	REDESIGNED SITE PLAN
07/27/16	PLANNING COMMISSION

## 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

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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

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.

**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. 04-17-17 Ref: Finance  
 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)

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							<b>5.5</b>	<b>\$ 6,804,000</b>
<u>Debt Service Funds</u>								
General Bond Retirement	Inside Millage						2.3	\$ 3,400,000
Total Debt Service Funds							<b>2.3</b>	<b>\$ 3,400,000</b>
Totals							<b>9.3</b>	<b>\$ 10,734,000</b>

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 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 Unencumbered Balance
<b>General Fund</b>	\$ 8,344,136.73	\$ 998,267.00	\$ 36,064,541.00	\$ 45,406,944.73	\$ 37,339,800.00	\$ 8,067,144.73
<b>Special Revenue Fund Group</b>						
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	\$ -	\$ -
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
<b>Total Special Revenue Funds</b>	<b>\$ 11,991,198.06</b>	<b>\$ 6,804,000.00</b>	<b>\$ 22,129,600.00</b>	<b>\$ 40,924,798.06</b>	<b>\$ 29,732,500.00</b>	<b>\$ 11,192,298.06</b>
<b>Debt Service Fund Group</b>						
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
<b>Total Debt Service Funds</b>	<b>\$ 2,173,715.46</b>	<b>\$ 3,400,000.00</b>	<b>\$ 1,630,600.00</b>	<b>\$ 7,204,315.46</b>	<b>\$ 4,199,575.00</b>	<b>\$ 3,004,740.46</b>
<b>Capital Project Fund Group</b>						
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
<b>Total Capital Project Funds</b>	<b>\$ 1,243,629.39</b>	<b>\$ -</b>	<b>\$ 1,447,600.00</b>	<b>\$ 2,691,229.39</b>	<b>\$ 1,653,000.00</b>	<b>\$ 1,038,229.39</b>

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

Schedule 2

(List All Funds Individually)

VI

V

IV

III

III

II

I

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 Unencumbered 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
<b>Total Internal Service Fund Group</b>	<b>\$ 1,233,168.03</b>	<b>\$ -</b>	<b>\$ 5,815,700.00</b>	<b>\$ 7,048,868.03</b>	<b>\$ 5,639,900.00</b>	<b>\$ 1,408,968.03</b>
<b>TOTAL ALL FUNDS</b>	<b>\$ 34,194,385.37</b>	<b>\$ 11,202,267.00</b>	<b>\$ 74,384,741.00</b>	<b>\$ 119,781,393.37</b>	<b>\$ 86,033,909.00</b>	<b>\$ 33,747,484.37</b>

**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
<b>Totals</b>			\$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
<b>Transfers</b>		
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 – 064

By: Mr. Daymut

**AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE LOCATED AT 16939 PEARL ROAD (PART OF PPN 397-10-009) IN THE CITY OF STRONGSVILLE FROM PF (PUBLIC FACILITIES) CLASSIFICATION TO GB (GENERAL BUSINESS) CLASSIFICATION, AND DECLARING AN EMERGENCY.**

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

**Section 1.** That the Zoning Map of the City of Strongsville, adopted by Section 1250.03 of Title Six, Part Twelve of the Codified Ordinances of Strongsville, be amended to change the zoning classification of certain property located at 16939 Pearl Road (part of PPN 397-10-009), in the City of Strongsville, from PF (Public Facilities) classification to GB (General Business) classification, which property is more fully described in Exhibit "A" and depicted in Exhibit "B," all attached hereto and incorporated herein by reference.

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

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

**Section 4.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to rezone such property in order to provide for the orderly development of lots and lands within the City, and to enhance economic development within the City, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately

**CITY OF STRONGSVILLE, OHIO**  
**ORDINANCE NO. 2017 - 064**  
**Page 2**

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

First reading: \_\_\_\_\_ Referred to Planning Commission  
 Second reading: \_\_\_\_\_  
 Third reading: \_\_\_\_\_ Approved: \_\_\_\_\_  
 Public Hearing: \_\_\_\_\_

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

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

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

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

ORD. No. 2017-064 Amended: \_\_\_\_\_  
 1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

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

**LEGAL DESCRIPTION FOR THE RE-ZONING OF A PORTION OF PERMANENT  
PARCEL NUMBER 397-10-009**

Situated in the City of Strongsville, County of Cuyahoga, State of Ohio, and being a part of Original Strongsville Township Lot No. 58 and being more particularly described as follows:

Beginning at the centerline intersection of Pearl Road, width varies, and Drake Road, Thence North 04 degrees 15 minutes 15 seconds East, a distance of 1527.18 feet to the southwest corner of land conveyed to Anton J. Hlinka and Anna Hlinka by deed recorded in Volume 255, Page 331 of Cuyahoga County Records; Thence along the southerly line of said Anton J. Hlinka and Anna Hlinka lands, South 87 degrees 18 minutes 30 seconds East, a distance of 45.02 feet to the easterly line of Pearl Road as established in document recorded in AFN #201006170245 of Cuyahoga County Records and the principal place of beginning of the parcel described herein:

Course 1) Thence continuing along the southerly line of said Anton J. Hlinka and Anna Hlinka lands, South 87 degrees 18 minutes 30 seconds East, a distance of 600.00 feet to a point;

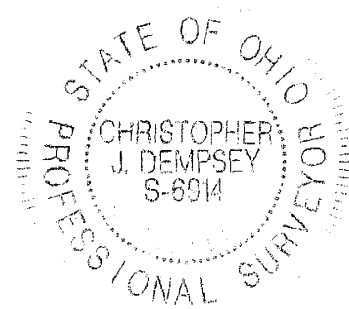
Course 2) Thence South 04 degrees 15 minutes 15 seconds West, a distance of 100.00 feet to a point;

Course 3) Thence North 87 degrees 18 minutes 30 seconds West, a distance of 600.00 feet to the easterly line of Pearl Road;

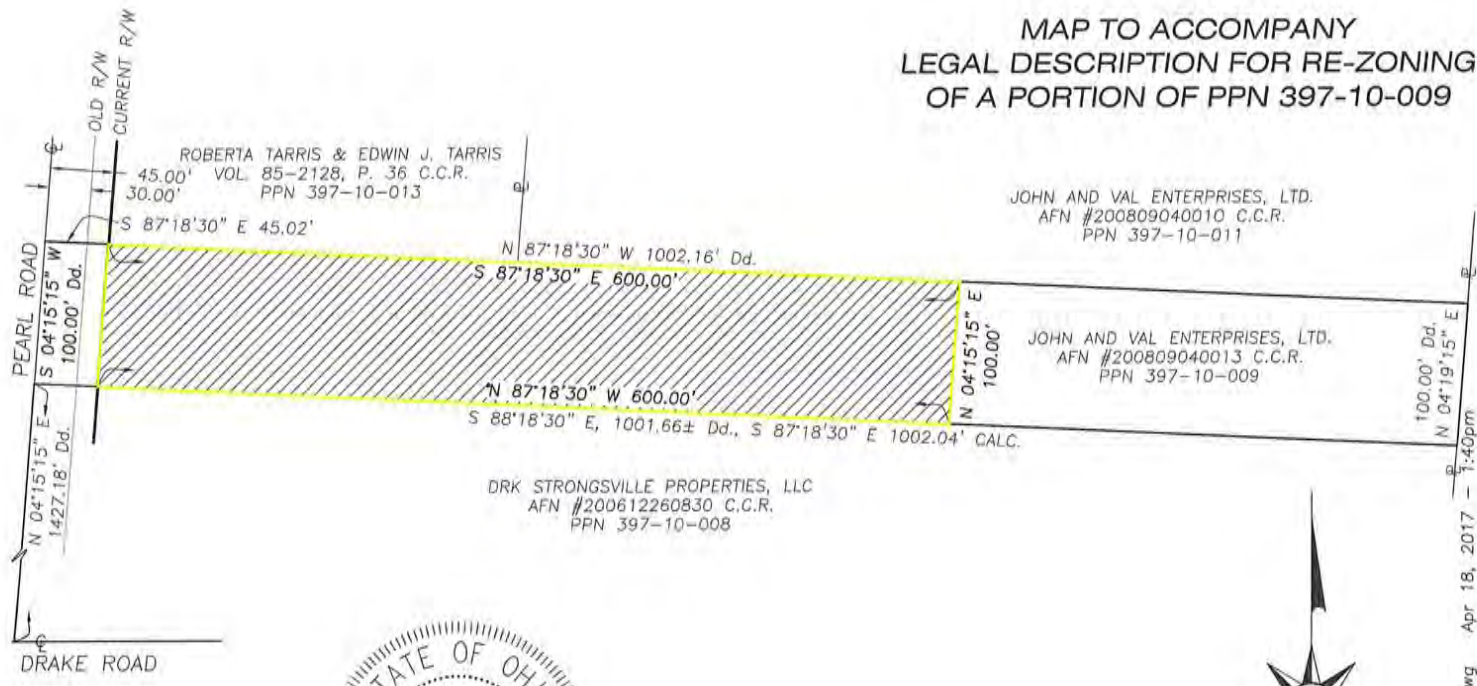
Course 4) Thence along the easterly line Pearl Road, North 04 degrees 15 minutes 15 seconds East, a distance of 100.00 feet to the principal place of beginning as described by Christopher J. Dempsey, Professional Surveyor No. 6914, Dempsey Surveying Company on April 13, 2017.

*Christopher J. Dempsey* 4/14/2017


Christopher J. Dempsey, PS  
Professional Surveyor No. 6914



MAP TO ACCOMPANY  
LEGAL DESCRIPTION FOR RE-ZONING  
OF A PORTION OF PPN 397-10-009



*Chris Dempsey*  
4/11/17

 AREA TO BE RE-ZONED



SCALE: 1" = 100'  
DATE: 04-13-2017  
FILE NO. 9048

www.dempseysurvey.com

62

DEMPSEY / SURVEYING / COMPANY

P 216/226/1130 12815 DETROIT AVENUE  
F 216/226/1131 CLEVELAND, OH 44107-2835

Drawing File: W:\9000-9099\9048\9048.dwg Apr 18, 2017 - 1:40pm

**EXHIBIT B**

**PETITION FOR ZONING CHANGE**

Ordinance Number: 2017-064

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

I/We, the undersigned owner(s) of the property set above our names on the Property Description Form attached to this document, hereby petition your Honorable Body that said property be changed from a class PF use to a class GB use. \*Not requesting any change to the RI-75 portion of this parcel.

Such change is necessary for the preservation and enjoyment of a substantial property right because: The adjacent parcels are all zoned GB and this property is difficult to

redevelop or sell with a zoning of PF.

Such change will not be materially detrimental to the public welfare nor to the property of other persons located in the vicinity because: All adjacent parcels are zoned GB.

Please list other supporting documents (if any) which accompany this petition: None

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

THE PROPOSED USE OF THE PROPERTY IS: No proposed use at this time.

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

Name: Nick Catanzarite, Esq.

Address: 1301 E. 9th Street, Suite 3500, Cleveland, Ohio 44114

Telephone Number: (216)781-1212

Valentina P. Palmer  
Signature of Owner(s)

State of ~~Ohio~~ NC )  
County of ~~Cuyahoga~~ Brunswick )

Sworn to and subscribed in my presence this 12<sup>th</sup> day of April, 2017.

Ashley N. McDaniel  
Notary Public

My commission expires: 11-19-2020

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

Ashley N. McDaniel  
NOTARY PUBLIC  
Brunswick County, NC  
My Commission Expires: 11-19-20

**PROPERTY DESCRIPTION FORM**

Ordinance Number: 2017-064

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

Address of Property: 16939 Pearl Road

Permanent Parcel No.: 397-10-009

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

Number and type of buildings which now occupy property (if any): 1 Building, which is a former Day Care Center.

Acreage: 2.1 (portion zoned PF is approximately 100' x 600')

Said property (has) (had) the following deed restrictions affecting the use thereof (attach copy): N/A

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

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

Owner(s)	Percent of Ownership:
1. <u>John and Val Enterprises, Ltd.</u>	<u>100%</u> %
2. _____	_____ %
3. _____	_____ %

Valentina P. Palmer  
Signature of Owner(s)

State of ~~Ohio~~ NC )  
County of ~~Guyahoga~~ )  
Brunswick

Sworn to and subscribed to in my presence this 12<sup>th</sup> day of April, 2017.

Ashley N. McDaniel  
Notary Public

Ashley N. McDaniel  
NOTARY PUBLIC  
Brunswick County, NC  
My Commission Expires: 11-19-20

My commission expires 11-19-2020

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



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

**MEMORANDUM**

---

**TO:** Ken Mikula, City Engineer

**FROM:** Aimee Pientka, Clerk of Council

**DATE:** April 19, 2017

**SUBJECT:** Rezoning Application  
John and Val Enterprises, Ltd.; Owners  
PPN: 397-10-009  
Address: 16939 Pearl Road  
From Public Facilities (PF) to General Business (GB)

---

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

Thank you.

AKP  
Attachments

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

RECEIVED

APR 19 2017

CITY OF STRONGSVILLE  
CITY COUNCIL

# Memorandum

**To:** Neal Jamison, Law Director

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

**From:** Ken Mikula, P.E., City Engineer

**Date:** 4/19/2017

**Re:** Rezoning Application  
John and Val Enterprises, Ltd., Owners  
PPN: 397-10-009  
Address: 16939 Pearl Road  
From Public Facilities (PF) to General Business (GB)

---

Neal,

The legal description included in the Clerk of Council's April 19, 2017 memo regarding the above referenced application accurately describes the area to be rezoned.

Please feel free to contact me with any questions.

Thank You

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 065

By: Mayor Perciak and All Members of Council

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A PROFESSIONAL PLANNING SERVICES AGREEMENT BETWEEN THE CUYAHOGA COUNTY PLANNING COMMISSION AND THE CITY OF STRONGSVILLE, IN CONNECTION WITH PREPARATION OF A MASTER PLAN FOR THE CITY, AND DECLARING AN EMERGENCY.**

WHEREAS, by and through adoption of Ordinance No. 2016-190, this Council authorized the filing of an application for financial assistance with the Cuyahoga County Planning Commission in order to be eligible to receive funding under the Community Master Plan Update Program; and

WHEREAS, on January 26, 2017, the Cuyahoga County Planning Commission informed the City of Strongsville, through the Mayor's Office, that the City was awarded Fifty Percent (50%) matching funds in the amount of \$30,000.00; and

WHEREAS, by and through adoption of Resolution No. 170413-C, the Cuyahoga County Planning Commission approved a Professional Planning Services Agreement with the City of Strongsville to assist in the preparation of a Master Plan for the City; and

WHEREAS, the total estimated cost of professional planning services for the Cuyahoga County Planning Commission to complete the City of Strongsville Master Plan is \$60,000.00, with Fifty Percent (50%) of the total cost being \$30,000.00, awarded to the City as a 2017 Community Planning Grant, and the City will pay the Cuyahoga County Planning Commission Fifty Percent (50%) of such total cost, which is \$30,000.00.

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

**Section 1.** That the Mayor be and is hereby authorized and directed to enter into a Professional Planning Services Agreement with the Cuyahoga County Planning Commission, a copy of which is attached hereto and marked as Exhibit "1," in order to provide the City with the Fifty Percent (50%) matching funds in the amount of \$30,000.00, to be utilized in connection with professional planning assistance to prepare a Master Plan for the City of Strongsville.

**Section 2.** That the Mayor and Director of Finance be and are hereby authorized to execute such Agreement and documents as may be necessary to

**CITY OF STRONGSVILLE, OHIO**  
**ORDINANCE NO. 2017 – 065**  
**Page 2**

participate in the Professional Planning Services Agreement with the Cuyahoga County Planning Commission.

**Section 3.** That the City's portion of funds required to meet the City's obligation under said Professional Planning Services Agreement shall be appropriated and paid from the General Fund.

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

**Section 5.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to enter into the Agreement in order to participate in the program and to receive the City's share of funds available through the Cuyahoga County Planning Commission. 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. 2017-065 Amended: \_\_\_\_\_  
 1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

PROFESSIONAL PLANNING SERVICES AGREEMENT  
BETWEEN  
CUYAHOGA COUNTY PLANNING COMMISSION  
AND  
CITY OF STRONGSVILLE, OHIO

This AGREEMENT is made by and between the CITY OF STRONGSVILLE, OHIO, located at 16099 Foltz Parkway, Strongsville, Ohio 44149, hereinafter referred to as "Strongsville", and the CUYAHOGA COUNTY PLANNING COMMISSION, located at 2079 East 9<sup>th</sup> Street, Cleveland, Ohio 44115, hereinafter referred to as "County Planning".

**EFFECTIVE DATE AND TERM**

This agreement is effective as of the day \_\_\_\_\_ of \_\_\_\_\_, 2017, and will end on the earlier of the completion of the Scope of Work or on June 30, 2018. This term may be extended by mutual agreement of the parties hereto in writing.

**WORK TO BE PERFORMED AND SCHEDULE**

County Planning shall provide the professional planning services as outlined in Scope of Work incorporated herein as "Appendix A" and made a part hereof as if fully set out and rewritten herein. A Work Schedule is provided in the Scope of Work and County Planning will adhere to this schedule unless modified or amended in writing and signed by both parties.

**METHOD OF PAYMENT AND COSTS**

It is mutually understood and agreed that Strongsville shall pay County Planning for work performed under this Agreement on the following basis:

1. **Staff Time.** The time spent on the phases outlined in the Scope of Work by County Planning staff shall be charged on the basis of the actual hourly rate of pay each respective staff member working on the project earns, plus an additive percentage, which covers Public Employees Retirement System, Workers Compensation, paid holidays, vacation, and benefits. Hourly rates are subject to change based on merit and cost of living increases, and the additive factor is subject to change based upon changes in County Planning's experience with costs incurred for the herein named additive expenses.
2. **Other Costs.** Mileage is to be charged at the current authorized County rate (\$0.445 per mile). Reproduction, postage, supplies and third party services necessary for the completion of the work, herein provided for, shall be charged at cost. County Planning may charge hourly equivalents of contract related operating costs within the maximum dollar amount of this Agreement, including but not limited to: rent, telephone, utilities, maintenance, and equipment purchase, lease, and rental.

3. **Program Cost.** This Agreement contains two (2) equal components to cover the costs of professional services and other costs provided by County Planning, as set out in Items 1 and 2:
- a. The total cost of the professional services and other costs for the completion of the Master Plan described herein shall not exceed **Sixty Thousand Dollars and No Cents (\$60,000.00)**;
  - b. Fifty Percent (50%) of the total costs, **Thirty Thousand Dollars and No Cents (\$30,000.00)**, has been awarded to the City of Strongsville through a competitive Community Planning Grant application process conducted by County Planning; and
  - c. It is understood and agreed that the City of Strongsville shall pay Fifty Percent (50%) of the total cost, **Thirty Thousand Dollars and No Cents (\$30,000.00)**, for the professional planning services and other costs described herein.
4. **Budget.** The following line item budget itemizes the professional planning services contemplated by this Agreement and stated in the Program Costs not-to-exceed amount. The line items presented represent the six (6) phases of the Scope of Work. Amounts may be shifted from line-item to line-item within the maximum dollar amount of this Agreement.

Phase 1.	Plan Initiation and Current Conditions	\$12,000	20%
Phase 2.	Community Vision	\$9,000	15%
Phase 3.	Policy Development	\$14,000	23%
Phase 4.	Implementation Plan	\$15,000	25%
Phase 5.	Draft Master Plan	\$7,000	12%
Phase 6.	Final Master Plan and Presentations	\$3,000	5%
	<b>TOTAL</b>	<b>\$60,000</b>	<b>100%</b>

5. **Billing Statements and Invoices.** County Planning will submit quarterly invoices to the City of Strongsville during the term of this Agreement. Each invoice will be calculated at the full 100% costs, and then divided by 50%, resulting in the amount due each quarter. The City of Strongsville will pay County Planning within sixty (60) days from the date of receipt of the invoice.

**ROLES AND RESPONSIBILITIES**

Strongsville agrees to make available to County Planning all the information in Strongsville’s possession needed to meet the requirements of the Scope of Work, including all city records, publications, data, reports, plans, and other information that may be useful in the performance of the work contemplated by this Agreement. Strongsville also agrees to schedule the requisite meetings identified in the Scope of Work in a timely manner in order to adhere to the timeline and schedule included in “Attachment A”.

County Planning will be responsible for attending meetings with various City officials; collecting and analyzing data; producing interim reports; and producing the draft and final report documents.

**SCOPE MODIFICATIONS AND ADDITIONAL WORK**

If additional staff time is necessary to accommodate changes or modifications in the Scope of Work, including, but not limited to, further analysis, additional work or meetings with Strongsville beyond that specified in “Attachment A”, an amendment to this Agreement will be made between County Planning and Strongsville, subject to written approval by both parties.

**TERMINATION**

Either party may terminate this Agreement with the other party at any time by a notice in writing to that effect. If the Agreement is terminated by Strongsville as provided herein, County Planning will be paid for all services rendered by County Planning under the Scope of Services up to the date of receipt of a written termination notice.

**WAIVER**

Waiver by either party or the failure by either party to claim a breach of any provision of this Agreement shall not be deemed to constitute a waiver or estoppel with respect to any subsequent breach of any provision hereof.

**INTERPRETATION**

This Agreement shall be interpreted according to the laws of the State of Ohio, regardless of its place of execution. Any actions, suits, or claims that may arise pursuant to this Agreement shall be brought in the Cuyahoga County Court of Common Pleas, State of Ohio.

**SEVERABILITY**

If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

**ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either party except to the extent incorporated in this Agreement.

**COUNTERPARTS**

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart.

**EFFECT OF ELECTRONIC SIGNATURE**

By entering into this Agreement, the parties agree on behalf of themselves and their respective officers, employees, agents or assigns, that this transaction may be conducted by electronic means by agreeing that all documents requiring signatures by County Planning and Strongsville may be executed by electronic means, and that the electronic signatures affixed by County Planning and/or Strongsville to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. The parties further agree to be bound by the provisions of Chapters 304 and 1306 of the Ohio Revised Code as they pertains to electronic transactions, and to comply with the electronic signature policy of Cuyahoga County.

**NOTICES**

Any notice required by this Agreement shall be deem sufficient, if given by written communication deposited in the United States mail postage paid and delivered to the following addresses:

City of Strongsville, Ohio  
Mayor Thomas P. Perciak  
16099 Foltz Parkway  
Strongsville, Ohio 44149

Cuyahoga County Planning Commission  
Glenn Coyne, FAICP  
Executive Director  
2079 East 9th Street, Suite 5-300  
Cleveland, Ohio 44115



IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representative to be effective as of the date specified in Section 1 of this agreement.

**For**  
**CITY OF STRONGSVILLE:**

**For**  
**CUYAHOGA COUNTY PLANNING**  
**COMMISSION:**

\_\_\_\_\_  
Thomas P. Perciak  
Mayor

\_\_\_\_\_  
Glenn Coyne, FAICP  
Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Approved for Legal Form:**

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

## ATTACHMENT "A"

### CITY OF STRONGSVILLE MASTER PLAN SCOPE OF WORK

The planning process for the City of Strongsville consists of six (6) phases outlined below and collectively referred to as the "Scope of Work." Each Phase includes specific tasks, meetings, and deliverables. Each deliverable builds on previous work and contributes to the Final Plan.

#### **Phase 1 - Plan Initiation and Current Conditions**

It is necessary to understand current conditions and assets that make the City of Strongsville unique in order to begin to identify where future opportunities exist. During Phase 1, the City will:

- A) Designate a Project Team to provide data and support and to serve as the primary point of contact between County Planning and the City during the planning process; and
- B) Identify Stakeholders to be interviewed to provide input regarding community issues and long-range visioning.

#### Phase 1 Tasks:

1. Draft project management materials to guide the planning process;
2. Gather and review existing planning studies;
3. Hold kick-off meeting with Project Team;
4. Conduct stakeholder interviews;
5. Combine and integrate data to develop a community profile that includes key assets, anchor institutions, opportunity areas, and problem areas;
6. Review and summarize local regulations, zoning, land use, and policies; and
7. Map information and write the associated report text.

#### Phase 1 Meetings:

- 2 Project Team Meetings (#1 and #2)

#### Phase 1 Deliverables:

The Phase 1 *Current Conditions Report* will include historical and baseline data on the current conditions of the community, existing assets, and overarching trends. The report will include text, tables, charts and maps.

#### **Phase 2 – Community Vision**

This phase will outline the community's vision for how it wants to grow and develop in the coming decade. This will necessarily be a broad and visionary document that will not outline specific action steps, but instead identify more general directions for the city. County

Planning will work with Strongsville to draft broad vision statements that address the issues identified in the *Current Conditions Report*.

Phase 2 Tasks:

1. Undertake brainstorming and idea generation meeting with Project Team utilizing the input from the Stakeholder interviews to develop the community's vision;
2. Combine idea generation and brainstorming results into draft vision statements;
3. Public Presentation of *Current Conditions Report* and draft community vision; and
4. Update and finalize vision statements based on community input.

Phase 2 Meetings:

- 2 Project Team Meetings (#3 and #4)
- 1 Public Presentation (#1)

Phase 2 Deliverables:

A *Community Vision Document* will outline the community's vision for how it wants to grow and develop in the coming decade.

**Phase 3 - Policy Development**

This phase will identify specific policies and actions Strongsville and various community groups should undertake to accomplish the vision and goals outlined in Phase 2. Policies will be designed to address the issues and opportunities identified in the Phase 1 *Current Conditions Report* while working toward reaching the visions outlined by Strongsville in the *Community Vision Document*.

Phase 3 Tasks:

1. Review best practices and local action steps for accomplishing stated visions;
2. Identify land use, zoning and policy solutions related to specified opportunity areas;
3. Present draft policies and actions to Planning Team;
4. Present draft policies and actions at a Public Open House; and
5. Update action steps based on input from Project Team and Public Open House.

Phase 3 Meetings:

- 2 Project Team Meetings (#5 and #6)
- 1 Public Open House (#2)

Phase 3 Deliverables:

The *Policy Document* will outline the specific action steps to accomplish the Community's vision.

**Phase 4 - Implementation Plan**

This phase will outline the strategies, responsibilities, and priorities for accomplishing the policies described in Phase 3. Each action step will include a timeline for completion, possible

funding sources, and specific organizations that will be tasked with undertaking the action. The Implementation Plan section will be formatted as a table for use as an action plan.

Phase 4 Tasks:

1. Identify action steps;
2. Identify major stakeholders and describe their role in the process of implementing the plan;
3. Define measurable outcomes;
4. Assign timeline for action steps;
5. Provide estimated project costs;
6. Identify any gaps in organizational capacity for implementing the plan;
7. Prioritize action steps; and
8. Develop Action Plan summary table.

Phase 4 Meetings:

2 Project Team Meetings (#7 and #8)

Phase 4 Deliverables:

The *Implementation Plan* will outline the strategies for implementing the action steps, the players and groups that should undertake each action step, and the priority timeline for undertaking actions.

**Phase 5 – Draft Master Plan**

This phase will combine the work of the previous phases into a final, coherent document for presentation and final review at a Public Meeting. The Draft Master Plan document will include policy recommendations regarding issues related to Land Use and Zoning, Building and Land Vacancy, Economic Development, Environment and Transportation.

Phase 5 Tasks:

1. Prepare complete Draft Master Plan. This document will synthesize all of the deliverables accumulated in the previous sections and phases into a single document that includes goals, visions, policy recommendations, implementation steps and stakeholder and community input;
2. Present and discuss Draft Master Plan with Project Team;
3. Prepare power point presentation to summarize the planning process and the outcomes, recommendations, and strategies of the Draft Master Plan; and
4. Hold Public Meeting to present Draft Master Plan.

Phase 5 Meetings:

1 Project Team Meeting (#9)

1 Public Meeting (#3)

Phase 5 Deliverables:

The *Draft Master Plan* and power point presentation for the public meeting

## **Phase 6 – Final Master Plan**

This phase will compile the entirety of the Scope of Work into the Final Master Plan for consideration and adoption by the appropriate boards and committees.

### Phase 6 Tasks:

1. Summarize public involvement and incorporate summary into the plan;
2. Make any final changes to Draft Master Plan based on public and Project Team involvement;
3. Finalize, package, and present the Final Master Plan to Project Team; and
4. Present to Planning Commission and Mayor and City Council as identified and authorized by Strongsville.

### Phase 6 Meetings:

- 1 Project Team Meeting (#10)
- 1 Presentation to Planning Commission
- 1 Presentation to City Council

### Phase 6 Deliverables:

The project will be completed with the *Final Master Plan* document.

## MASTER PLAN TIMELINE

Description	Estimated Time to Complete	Meetings
Phase 1: Plan Initiation and Current Conditions	Twelve (12) Weeks	Project Team (#1 and #2)
Phase 2: Community Vision	Sixteen (16) Weeks	Project Team (#3 and #4) Public Presentation (#1)
Phase 3: Policy Development	Eight (8) Weeks	Project Team (#5 and #6) Public Open House (#2)
Phase 4: Implementation Plan	Ten (10) Weeks	Project Team (#7 and #8)
Phase 5: Draft Master Plan	Four (4) Weeks	Project Team (#9) Public Meeting (#3)
Phase 6: Final Master Plan	Four (4) Weeks	Project Team (#10) Present to Planning Commission Present to City Council

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2017 - 066

BY: Mayor Perciak and All Members of Council

A RESOLUTION DECLARING IT NECESSARY TO RENEW AN EXISTING 1.50 MILL TAX LEVY FOR THE PURPOSE OF PAYMENT FOR FIREFIGHTERS' SALARIES AND OPERATING EXPENSES FOR THE SATELLITE STATION AT PRIEM AND ALBION ROADS PURSUANT TO OHIO REVISED CODE SECTION 5705.19(I), REQUESTING THE COUNTY FISCAL OFFICER TO CERTIFY THE TOTAL CURRENT TAX VALUATION OF THE CITY AND THE DOLLAR AMOUNT OF REVENUE THAT WOULD BE GENERATED BY THAT RENEWAL LEVY, AND DECLARING AN EMERGENCY.

WHEREAS, the electors of this City on November 6, 2012 approved the renewal of a 1.50 mill levy for five years for the purpose of payment for firefighters' salaries and operating expenses for the satellite station at Priem and Albion Roads; and

WHEREAS, the authority to levy the aforesaid tax expires with the levy to be made on the 2017 tax duplicate for distribution to the City in 2018; and

WHEREAS, this Council finds it necessary to renew that existing 1.50 mill levy in excess of the ten-mill limitation in accordance with Revised Code Section 5705.19(I) in order to continue receiving such revenue without interruption; and

WHEREAS, in accordance with Division (B) of Section 5705.03 of the Revised Code, in order to submit the question of a tax levy pursuant to Section 5705.19 of the Revised Code, this Council must request that the County Fiscal Officer certify (i) the total current tax valuation of the City and (ii) the dollar amount of revenue that would be generated by the levy; and

WHEREAS, in accordance with Division (B) of Section 5705.03 of the Revised Code, upon receipt of a certified copy of a resolution of this Council declaring the necessity of the tax, stating its purpose, whether it is an additional levy or a renewal or a replacement of an existing tax, and the Section of the Revised Code authorizing its submission to the electors, and requesting such certification, the County Fiscal Officer is to certify the total current tax valuation of the City and the dollar amount of revenue that would be generated by the proposed levy;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, CUYAHOGA COUNTY, OHIO, two-thirds of all the members elected thereto concurring, that:

Section 1. This Council declares that it is necessary to renew, for a period of five years, beginning with the tax list and duplicate for the year 2018, the proceeds of which levy first would be available to this City in the calendar year 2019, an existing 1.50 mill ad valorem property tax outside of the ten-mill limitation for the purpose of payment for firefighters' salaries and operating expenses for the satellite station at Priem and Albion Roads, and that it intends to submit the question of the renewal of that levy to the electors at an election on November 7, 2017, as authorized by Section 5705.19(I) of the Revised Code.

Section 2. This Council requests the County Fiscal Officer to certify to it both (i) the total current tax valuation of the City and (ii) the dollar amount of revenue that would be generated by the renewal levy specified in Section 1.

Section 3. The Clerk of Council is hereby authorized and directed to deliver promptly to the County Fiscal Officer a certified copy of this resolution.

Section 4. This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this resolution were taken in an open meeting of this Council and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 5. This resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City and for the further reason that this resolution is required to be immediately effective in order to permit necessary arrangements to be made in sufficient time for the aforesaid election; wherefore, this resolution shall be in full force and effect from and immediately after its adoption and approval by the Mayor.

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

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

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

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

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

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

**RES**  
 ORD. No. 2017-066 Amended: \_\_\_\_\_  
 1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_



CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2017 – 067

BY: Mayor Perciak and All Members of Council

A RESOLUTION DECLARING IT NECESSARY TO RENEW AN EXISTING 0.40 MILL TAX LEVY FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING AND RENOVATING STORM SEWERS AND STORM DRAINAGE DITCHES PURSUANT TO OHIO REVISED CODE SECTION 5705.19(F), REQUESTING THE COUNTY FISCAL OFFICER TO CERTIFY THE TOTAL CURRENT TAX VALUATION OF THE CITY AND THE DOLLAR AMOUNT OF REVENUE THAT WOULD BE GENERATED BY THAT RENEWAL LEVY, AND DECLARING AN EMERGENCY.

WHEREAS, the electors of this City on November 6, 2012 approved the replacement of a 0.50 mill levy and a reduction of that levy to 0.40 mills for a period of five years for the purpose of constructing, reconstructing and renovating storm sewers and storm drainage ditches; and

WHEREAS, the authority to levy the aforesaid tax expires with the levy to be made on the 2017 tax duplicate for distribution to the City in 2018; and

WHEREAS, this Council finds it necessary to renew that existing 0.40 mill levy in excess of the ten-mill limitation in accordance with Revised Code Section 5705.19(F) in order to continue receiving such revenue without interruption; and

WHEREAS, in accordance with Division (B) of Section 5705.03 of the Revised Code, in order to submit the question of a tax levy pursuant to Section 5705.19 of the Revised Code, this Council must request that the County Fiscal Officer certify (i) the total current tax valuation of the City and (ii) the dollar amount of revenue that would be generated by the levy; and

WHEREAS, in accordance with Division (B) of Section 5705.03 of the Revised Code, upon receipt of a certified copy of a resolution of this Council declaring the necessity of the tax, stating its purpose, whether it is an additional levy or a renewal or a replacement of an existing tax, and the Section of the Revised Code authorizing its submission to the electors, and requesting such certification, the County Fiscal Officer is to certify the total current tax valuation of the City and the dollar amount of revenue that would be generated by the proposed levy;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, CUYAHOGA COUNTY, OHIO, two-thirds of all the members elected thereto concurring, that:

Section 1. This Council declares that it is necessary to renew for a period of five years, beginning with the tax list and duplicate for the year 2018, the proceeds of which levy first would be available to this City in the calendar year 2019, an existing 0.40 mill ad valorem property tax outside of the ten-mill limitation for the purpose of constructing, reconstructing and renovating storm sewers and storm drainage ditches, and that it intends to submit the question of the renewal of that levy to the electors at an election on November 7, 2017, as authorized by Section 5705.19(F) of the Revised Code.

Section 2. This Council requests the County Fiscal Officer to certify to it both (i) the total current tax valuation of the City and (ii) the dollar amount of revenue that would be generated by the renewal levy specified in Section 1.

Section 3. The Clerk of Council is hereby authorized and directed to deliver promptly to the County Fiscal Officer a certified copy of this resolution.

Section 4. This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this resolution were taken in an open meeting of this Council and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 5. This resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City and for the further reason that this resolution is required to be immediately effective in order to permit necessary arrangements to be made in sufficient time for the aforesaid election; wherefore, this resolution shall be in full force and effect from and immediately after its adoption and approval by the Mayor.

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

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

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

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

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

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

**RES**  
ORD. No. 2017-067 Amended: \_\_\_\_\_  
1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 068

By: Mayor Perciak and Mr. Southworth

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A NON-EXCLUSIVE RENTAL/OCCUPANCY AGREEMENT WITH EXPLOSIVE FASTPITCH, LLC 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, Explosive Fastpitch, LLC, is a Strongsville community-based company that offers a fast pitch softball program for girls in the area; and

WHEREAS, Explosive Fastpitch, LLC desires to occupy and use the City fields to stage and conduct the “Explosive Fireworks Frenzy” softball tournament from June 30, 2017 through July 2, 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 Explosive Fastpitch, LLC for 2017, and upon the other terms and conditions set forth in the Rental/Occupancy Agreement, attached hereto and designated Exhibit 1, which is approved in all respects.

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

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

**CITY OF STRONGSVILLE, OHIO**  
**ORDINANCE NO. 2017 – 068**  
**PAGE 2**

**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. 2017-068 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 **EXPLOSIVE FASTPITCH, LLC**, an Ohio limited liability company, and located at 10020 Fair Road, Strongsville, Ohio 44149 (hereinafter called "EF" or "Tenant").

### **WITNESSETH:**

WHEREAS, Explosive Fastpitch, LLC, is a Strongsville community-based company that offers a softball program for girls in the area; and

WHEREAS, EF desires to occupy and use the City fields to stage and conduct the "Explosive Fireworks Frenzy" softball tournament from June 30, 2017 through July 2, 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 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 June 30, 2017 and end at midnight July 2, 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 field, per day, for each 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 field, per day, for each 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. Bogle, Director  
of Recreation & Senior Services  
*(With a copy to the Law Director)*

All notices to the Tenant shall be sent to:

Explosive Fastpitch, LLC  
c/o Jeanette Howard  
10020 Fair Road  
Strongsville, Ohio 44149

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

**15. PARTIES BOUND AND BENEFITED**

This Agreement shall bind and benefit the parties hereto, their successors and permitted assigns. The words "City" and "Tenant" in this Agreement shall be construed to include the corporations and/or entities named herein as City and Tenant,

respectively, and their respective successors and permitted assigns. This Section shall not be construed to abridge, modify or remove the prohibitions or restrictions on assignment, subleasing, permission to occupy or similar acts contained elsewhere in this Agreement.

**16. RELATIONSHIP OF THE PARTIES**

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

**17. ONLY AGREEMENT**

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

**18. CAPTIONS**

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

**19. GOVERNING LAW**

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

**20. COUNTERPARTS**

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

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

Witnesses:

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

**CITY OF STRONGSVILLE**

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

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

Approved for form:

By: \_\_\_\_\_  
Law Director

**EXPLOSIVE FASTPITCH, LLC**  
(an Ohio Limited Liability Company)

By: Jeanette Howard  
Jeanette Howard

Its: owner

Date: 4/20/17

STATE OF OHIO )  
 ) ss  
COUNTY OF CUYAHOGA )

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

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

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

STATE OF OHIO )  
 ) ss  
COUNTY OF CUYAHOGA )

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named **EXPLOSIVE FASTPITCH, LLC**, by Jeanette Howard, its OWNER, who acknowledged that she did sign the foregoing instrument and that the same is her free and voluntary act and deed, and the free and voluntary act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at STRONGSVILLE, Ohio, this 20<sup>th</sup> day of APRIL, 2017.

Colleen A. Healey  
Notary Public

# EXHIBIT A

## City of Strongsville 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. Cappy Field
5. Roth Field
6. Kalinich Field

### YOUTH SPORTS PARK – 21255 Lunn Road

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 069

By: Mr. Carbone

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE PURCHASE AND REPLACEMENT OF RBC DRIVES TO UPGRADE EQUIPMENT AT THE CITY'S WASTEWATER TREATMENT FACILITIES, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.**

WHEREAS, in order to continue operating the City's Wastewater Treatment facilities properly and efficiently, the Department of Public Service must now upgrade and replace three (3) Rotating Biological Contactor (RBC) drives, which are an integral part of the cleaning process at the facilities; and

WHEREAS, a local vendor, which can provide such proprietary parts to the City, is able to provide the proper equipment and appurtenances on an expedited basis and at the most advantageous price, all as recommended by American Water, the City's operator of its Wastewater facilities.

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

**Section 1.** That this Council finds and determines, as set out in Article V, §5 of the Charter, that there is an immediate and present emergency in the operation of the Department of Public Service of the City of Strongsville, in that it is immediately necessary to enter into a contract, without public bidding, with **SCHULTZ PROCESS** for the purchase and replacement of three (3) RBC drives with appurtenances, in connection with continued and efficient operation of the City's Wastewater Treatment plants and for the benefit of the public health, safety and welfare.

**Section 2.** That, for the reasons aforesaid, this Council hereby approves and authorizes the Mayor to enter into a contract with **SCHULTZ PROCESS**, without public bidding, in an amount not to exceed \$64,440.00 for the purchase of three (3) RBC drives with appurtenances, to be used by the Department of Public Service, as more fully set forth in the quotation attached hereto as Exhibit "A" and incorporated herein by reference, and as reflected in a contract to be in a form approved by the Law Director.

**Section 3.** That the funds for the purpose of the aforesaid expenditure have been appropriated and shall be paid from the Sanitary Sewer Fund.

**CITY OF STRONGSVILLE, OHIO**  
**ORDINANCE NO. 2017 – 069**  
**Page 2**

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

**Section 5.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare, and for the further reason that it is immediately necessary to enter into said contract in order to provide continuity and efficient operation of the City's Wastewater facilities, to repair and protect City-owned utilities and property, and to conserve public funds. Therefore, provided this Ordinance receives the unanimous vote of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor.

\_\_\_\_\_  
 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. 2017-069 Amended: \_\_\_\_\_  
 1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_



**PO Box 450902**  
Westlake Ohio, 44145  
216 952 1529  
Mschultz@schultzprocess.com

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**QUOTATION**

**TO:** Rick Meloy – Strongsville wwtp  
**DATE:** April 12, 2017  
**QUOTE NO:** 41217STR  
**PROJECT:** RBC drive upgrade / replacement

**PROPOSED EQUIPMENT DESCRIPTION:**

Rick,

Per your request enclosed is current pricing for the RBC drive as previously supplied

1pc. – 0056DPSA21A-P Toshiba motor 5hp 1200RPM  
1pc. – 259164 Dodge Bio Disc Reducer  
1pc. – BIO DR KIT v-drive kit  
1pc. – Belt Guard

**Total qty (1) - \$22,375.00**

**For qty (3) \$21480.00ea x 3 = \$64,440.00**

**Freight included, will drop unit off at plant**

**DELIVERY:** Shipment: 2 weeks

Thank you for the opportunity to provide you with this proposal. If you have any questions please feel free to contact me at 1 216 952 1529

Regards,

---

Mark Schultz  
SchultzProcess  
216 952 1529

**EXHIBIT A**



CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 070

By: Mr. Carbone

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE PURCHASE OF VEHICLE AND EQUIPMENT TIRES AND RELATED TIRE SERVICES TO BE USED BY THE SERVICE DEPARTMENT OF THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.**

WHEREAS, the City has advertised for bids for the purchase of vehicle and equipment tires and related tire services for 2017 and 2018, for use by the City's Service Department; and

WHEREAS, one bid was received, which is fair and reasonable and in the best interest of the City, and therefore, Council is desirous of proceeding to award and enter into a contract for such materials and services.

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

**Section 1.** That this Council hereby finds and determines that the bid submitted by **SYLVESTER TRUCK & TIRE SERVICE, INC.**, for the purchase of vehicle and equipment tires and related tire services, meets the specifications on file in the office of the Director of Public Service; is in compliance with the applicable requirements for bids and contracts established by the laws of the City and the State; and is the lowest and best bid for the proposed contract. Any and all informalities or minor defects in the bidding process are hereby waived.

**Section 2.** That the Mayor be and is hereby authorized and directed to enter into a contract for a two (2) year period with the aforesaid lowest and best bidder for the sums submitted as unit prices in such bid, but in a total amount not to exceed \$289,647.04 for the purchase of vehicle and equipment tires and related tire services to be used by the Service Department of the City of Strongsville in 2017 and 2018, and in a form approved by the Law Director.

**Section 3.** That the funds for the purposes of this Ordinance have been appropriated and shall be paid from the General Fund; Street Construction, Maintenance and Repair Fund; Emergency Vehicle Fund; Fire Levy Fund; Multi-Purpose Complex Fund; and the Sanitary Sewer Fund.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 070

Page 2

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

**Section 5.** That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to enter into a contract for purchases of various tires and related tire services to provide for the safe operation and maintenance of City vehicles, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

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

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

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

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

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

ORD. No. 2017-070 Amended: \_\_\_\_\_

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 071

By: Mr. Carbone

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE PURCHASE OF ASPHALT MATERIALS FOR USE BY THE SERVICE DEPARTMENT OF THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.**

WHEREAS, the City has advertised and received bids for the purchase of asphalt materials for use by the Service Department of the City of Strongsville during the period of 2017 and 2018; and

WHEREAS, Council is desirous of proceeding to award and enter into a contract for the purchase of such asphalt materials.

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

**Section 1.** That this Council hereby finds and determines that the bid submitted by **KOKOSING MATERIALS, INC.**, in the unit amounts set forth in the bid package incorporated herein by reference, for the purchase of various asphalt materials for use by the Service Department of the City of Strongsville meets the specifications on file in the office of the Director of Public Service; is in compliance with the applicable requirements for bidding and contracts established by the laws of the City and the State; and is the lowest and best bid for the proposed contract with respect to the referenced items. All other bids for this particular contract are hereby rejected.

**Section 2.** That the Mayor be and is hereby authorized and directed to enter into a contract with the aforesaid lowest and best bidder for the purchase of various asphalt materials for use by the Service Department of the City during the period of 2017 and 2018, in accordance with the specifications on file in the office of the Director of Public Service, and for the unit prices and sums submitted in such bid, but in any event not to exceed the total amount of \$250,000.00 during the term of the contract. Said contract shall be in a form approved by the Law Director.

**Section 3.** That the funds necessary for the purpose of such contract have been appropriated for 2017 and shall be paid from the Street Construction, Maintenance and Repair Fund; and the Director of Finance be and is hereby authorized and directed to issue the City's warrants in accordance with the terms and conditions of such bid and contract.

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

**Section 5.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to provide for the purchase of said materials in order to maintain the continuity of services and operation of the Service Department, and to provide for safe roads and streets within the municipality. 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. 2017-071 Amended: \_\_\_\_\_  
 1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 072

By: Mr. Carbone

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR MATERIALS AND SERVICES IN CONNECTION WITH THE PAINT STRIPING OF CERTAIN STREETS AND HIGHWAYS WITHIN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.**

WHEREAS, the City has advertised for and received bids for materials and services in connection with the paint striping of certain streets and highways within the City for the period of 2017-2018; and

WHEREAS, one bid was received, which is fair and reasonable and in the best interest of the City, and therefore, Council is desirous of proceeding to award and enter into a contract for such materials and services.

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

**Section 1.** That this Council hereby finds and determines that the bid submitted by **DURA MARK, INC.**, for materials and services in connection with the paint striping of certain streets and highways within the City of Strongsville meets the specifications on file in the office of the Director of Public Service; is in compliance with the applicable requirements for bidding and contracts established by the laws of the City and the State; and is the lowest and best bid for the proposed contract. Any and all informalities or minor defects in the bidding process are hereby waived.

**Section 2.** That the Mayor be and is hereby authorized and directed to enter into a contract for the two-year period of 2017-2018 with the aforesaid lowest and best bidder for materials and services in connection with the paint striping of certain streets and highways in accordance with the specifications on file in the office of the Director of Public Service, and specifically including and accepting Bid Alternates 1, 2, 3, 4 and 5, all in a total amount not to exceed \$415,650.00, and to be incorporated into a contract approved by the Law Director.

**Section 3.** That the funds for the purpose of such contract have been appropriated and shall be paid from the Street Construction, Maintenance and Repair Fund; and the Director of Finance be and is hereby authorized and directed to issue the City's warrants in accordance with the terms and conditions of such bid and contract.

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

**Section 5.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to enter into said contract in order to provide for proper and safe streets, the continuity of services and operation of the Service Department, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

\_\_\_\_\_ 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. 2017-072 Amended: \_\_\_\_\_  
 1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 073

By: Mr. Carbone

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE SWEEPING OF STREETS IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.**

WHEREAS, the City has advertised for bids for the sweeping of streets within the City of Strongsville for the years 2017 and 2018; and

WHEREAS, one bid was received, which is fair and reasonable and in the best interest of the City, and therefore, Council is desirous of proceeding to award and enter into a contract for such services.

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

**Section 1.** That this Council hereby finds and determines that the bid submitted by **REILLY SWEEPING, INC.** for the sweeping of streets in the City of Strongsville meets the specifications on file in the office of the Director of Public Service; is in compliance with the applicable requirements for bidding and contracts established by the laws of the City and the State; and is the lowest and best bid for the proposed contract. Any and all informalities or minor defects in the bidding process are hereby waived.

**Section 2.** That the Mayor be and is hereby authorized and directed to enter into a contract for a two (2) year period with the aforesaid lowest and best bidder for the sweeping of streets in accordance with the specifications on file in the office of the Director of Public Service, for the sums submitted in such bid but in a total amount not to exceed \$168,923.00, and in a form to be approved by the Law Director.

**Section 3.** That the funds for the purpose of such contract have been appropriated and shall be paid from the Street Construction, Maintenance and Repair Fund; and the Director of Finance be and is hereby authorized and directed to issue the City's warrants in accordance with the terms and conditions of such bid and contract.

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

**CITY OF STRONGSVILLE, OHIO**  
**ORDINANCE NO. 2017 – 073**  
**Page 2**

**Section 5.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to enter into said contract in order to provide for the continuity of services and operation of the Service Department, to ensure clean and safe streets, 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. 2017-073 Amended: \_\_\_\_\_  
 1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_



CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 074

By: Mr. Carbone

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE PURCHASE OF GENERAL PAVEMENT SERVICES FOR 2017 FOR USE BY THE SERVICE DEPARTMENT OF THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.**

WHEREAS, the City has advertised and received bids for the purchase of general pavement services for use by the Service Department of the City of Strongsville for a period ending December 31, 2017; and

WHEREAS, one bid was received, which is fair and reasonable and in the best interest of the City, and therefore, Council is desirous of proceeding to award and enter into a contract for such materials and services.

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

**Section 1.** That this Council hereby finds and determines that the bid submitted by **CROSSROADS ASPHALT RECYCLING, INC.**, for the purchase of general pavement services through December 31, 2017 for use by the Service Department of the City of Strongsville meets the specifications on file in the office of the Director of Public Service; is in compliance with the applicable requirements for bids and contracts established by the laws of the City and the State; and is the lowest and best bid for the proposed contract. Any and all informalities or minor defects in the bidding process are hereby waived.

**Section 2.** That accordingly the Mayor be and is hereby authorized and directed to enter into a contract with the aforesaid lowest and best bidder for the purchase of general pavement services for use by the Service Department of the City, in accordance with the specifications on file in the office of the Director of Public Service and for the unit prices and sums submitted in such bid, but in any event in a total amount not to exceed \$1,017,582.50 through December 31, 2017, and in a form to be approved by the Law Director.

**Section 3.** That the funds for the purposes of this Ordinance have been appropriated and shall be paid from the Street Construction, Maintenance and Repair Fund.

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

**Section 5.** That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to authorize execution of said contract in order to improve and render safe various public roadways in the City, provide for the continuity of services and operation of the Department of Public Service, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

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

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

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

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

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

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

ORD. No. 2017-074 Amended: \_\_\_\_\_  
 1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

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