

# City of Strongsville

16099 Foltz Parkway  
Strongsville, Ohio 44149-5598  
Phone: 440-580-3110  
Council Office Fax: 440-572-1648  
[www.strongsville.org](http://www.strongsville.org)

## City Council

Michael J. Daymut  
Ward 1

Matthew A. Schonhut  
Ward 2

James E. Carbone  
Ward 3

Gordon C. Short  
Ward 4

Joseph C. DeMio  
At-Large

Kenneth M. Dooner  
At-Large

Duke Southworth  
At-Large

Aimee Pientka, MMC  
Clerk of Council

Tiffany Mekeel, CMC  
Assistant Clerk of Council

November 30, 2017

### MEETING NOTICE

City Council has scheduled the following meetings for **Monday, December 4, 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 7:15 p.m.** All committees listed will meet immediately following the previous committee:

**7:15 P.M.**

**Finance Committee** will meet to discuss Ordinance Nos. 2017-190, 2017-191

**Public Safety and Health Committee** will meet to discuss Ordinance No. 2017-208 and Resolution No. 2017-209.

**Recreation and Community Services Committee** will meet to discuss Ordinance No. 2017-210.

**Public Service and Conservation Committee** will meet to discuss Ordinance No. 2017-211.

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

**Committee of the Whole** will meet to discuss Ordinance No. 2017-212. The committee will then consider a motion to adjourn into **Executive Session** with the Law Director and other members of the Administration for the purpose of discussing potential litigation.

**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, DECEMBER 4, 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 – November 20, 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:
    - *Motion to note and approve the owner's designation of wishes for interments in the Strongsville Municipal Cemetery, Section F, Lot #110, Grave I.*
    - *Motion to note and approve the owner's designation of wishes for interments in the Strongsville Municipal Cemetery, Section E, Lot #96, Grave B.*
  - RECREATION AND COMMUNITY SERVICES – Mr. Southworth:
  - COMMITTEE-OF-THE-WHOLE – Mr. Dooner:

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

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

9. AUDIENCE PARTICIPATION:

10. ORDINANCES AND RESOLUTIONS:

- Ordinance No. 2017-190 by Mayor Perciak and All Members of Council. AN ORDINANCE DECLARING IMPROVEMENTS TO CERTAIN PARCELS OF REAL PROPERTY TO BE A PUBLIC PURPOSE, DESCRIBING THE PUBLIC IMPROVEMENTS TO BE MADE TO DIRECTLY BENEFIT SUCH PARCELS, REQUIRING THE OWNERS OF THE IMPROVEMENTS ON SUCH PARCELS TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES, ESTABLISHING A PEARL ROAD IV MUNICIPAL PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND FOR THE DEPOSIT OF SUCH SERVICE PAYMENTS PURSUANT TO OHIO REVISED CODE SECTIONS 5709.40, 5709.42 AND 5709.43, AND DECLARING AN EMERGENCY. *First reading 11-06-17. Second reading 11-20-17.*
- Ordinance No. 2017-191 by Mayor Perciak and All Members of Council. AN ORDINANCE DECLARING IMPROVEMENTS TO CERTAIN PARCELS OF REAL PROPERTY TO BE A PUBLIC PURPOSE, DESCRIBING THE PUBLIC IMPROVEMENTS TO BE MADE TO DIRECTLY BENEFIT SUCH PARCELS, REQUIRING THE OWNERS OF THE IMPROVEMENTS ON SUCH PARCELS TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES, ESTABLISHING A SCANNELL PROPERTIES MUNICIPAL PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND FOR THE DEPOSIT OF SUCH SERVICE PAYMENTS PURSUANT TO OHIO REVISED CODE SECTIONS 5709.40, 5709.42 AND 5709.43, AND DECLARING AN EMERGENCY. *First reading 11-06-17. Second reading 11-20-17.*
- Ordinance No. 2017-208 by Mayor Perciak and Mr. DeMio. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A SECOND AMENDMENT TO THE AGREEMENT FOR PUBLIC SAFETY DISPATCH SERVICES BETWEEN THE CITY OF STRONGSVILLE AND THE CITY OF OLMSTED FALLS, IN CONNECTION WITH AN ADJUSTMENT OF FEES COMMENCING JANUARY 1, 2018, AND DECLARING AN EMERGENCY.
- Resolution No. 2017-209 by Mayor Perciak and All Members of Council. A RESOLUTION ACCEPTING A DONATION OF \$1,000.00 FROM SWAGELOK COMPANY TO THE CITY OF STRONGSVILLE TO BE USED FOR EQUIPMENT, EDUCATION AND TRAINING FOR THE POLICE DEPARTMENT.
- Ordinance No. 2017-210 by Mr. Southworth. AN ORDINANCE AUTHORIZING THE DISPOSAL OF VARIOUS ITEMS OF FURNITURE UTILIZED BY THE DEPARTMENT OF RECREATION & SENIOR SERVICES, AND NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE.

- Ordinance No. 2017-211 by Mayor Perciak and Mr. Carbone. AN ORDINANCE APPROVING, RATIFYING AND AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT AND MAKE PAYMENT FOR EMERGENCY REPAIRS TO THE WASTEWATER TREATMENT PLANT "C", WITHOUT PUBLIC BIDDING; AND DECLARING AN EMERGENCY.
  
- Ordinance No. 2017-212 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR, DIRECTOR OF FINANCE AND LAW DIRECTOR, ON BEHALF OF THE CITY OF STRONGSVILLE, TO ENGAGE THE LAW FIRM OF WALTER HAVERFIELD LLP, JOINTLY WITH THE REGIONAL INCOME TAX AGENCY (RITA) AND OTHER MUNICIPALITIES FOR PURPOSES OF INITIATING LITIGATION TO CHALLENGE THE CONSTITUTIONALITY OF AMENDMENTS TO CHAPTER 718 OF THE OHIO REVISED CODE RELATING TO MUNICIPAL INCOME TAX, AND DECLARING AN EMERGENCY.

11. COMMUNICATIONS, PETITIONS AND CLAIMS:

- Application for Permit: **NEW-D5I**: To: Cinemark USA Inc.; **Cinemark at Southpark Mall**, 17450 Southpark Center, Strongsville, Ohio 44136  
(Responses must be postmarked no later than 12/18/2017).

12. MISCELLANEOUS BUSINESS:

13. ADJOURNMENT:

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 - 190

By: Mayor Perciak and All Members of Council

AN ORDINANCE DECLARING IMPROVEMENTS TO CERTAIN PARCELS OF REAL PROPERTY TO BE A PUBLIC PURPOSE, DESCRIBING THE PUBLIC IMPROVEMENTS TO BE MADE TO DIRECTLY BENEFIT SUCH PARCELS, REQUIRING THE OWNERS OF THE IMPROVEMENTS ON SUCH PARCELS TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES, ESTABLISHING A **PEARL ROAD IV** MUNICIPAL PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND FOR THE DEPOSIT OF SUCH SERVICE PAYMENTS PURSUANT TO OHIO REVISED CODE SECTIONS 5709.40, 5709.42 AND 5709.43, AND DECLARING AN EMERGENCY.

WHEREAS, Ohio Revised Code Sections 5709.40, 5709.42 and 5709.43 (the "Act") provide that this Council may describe public improvements to be made which directly benefit certain parcels, declare Improvements (as defined in Ohio Revised Code Section 5709.40) with respect to such parcels of real property located in the City of Strongsville (the "City") to be a public purpose, thereby authorizing the exemption of those Improvements from real property taxation for a period of time, and provide for the making of service payments in lieu of taxes by the owner of such parcels, and establish a municipal public improvement tax increment equivalent fund into which such service payments shall be deposited; and

WHEREAS, to improve the flow of traffic in and around the parcels described in **Exhibit A** hereto, as such parcels may be consolidated or split (collectively, the "Property"), this Council may cause construction of the public improvements described in **Exhibit B** hereto (collectively, the "Public Improvements"), that once made will directly benefit the Property and the City and its residents; and

WHEREAS, the City has determined that it is necessary and appropriate and in the best interests of the City to provide for service payments in lieu of taxes with respect to the Property pursuant to Section 5709.42 of the Ohio Revised Code (the "Service Payments") to pay costs of the Public Improvements; and

WHEREAS, the Strongsville City School District and Polaris Joint Vocational School District have been notified of this Ordinance consistent with Revised Code Section 5709.83.

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

Section 1. The Public Improvements described in **Exhibit B** hereto, if made or caused to be made by the City, are hereby designated as those Public Improvements that directly benefit, or that once made will directly benefit, the Property, and are determined to be necessary for the public health, safety and welfare.

Section 2. Pursuant to and in accordance with the provisions of Ohio Revised Code Section 5709.40, and, in particular, Section 5709.40(B), this Council hereby finds and determines that 100% of the increase in the assessed value of the Property that would first appear on the tax list and duplicate of real property after the effective date of this Ordinance (which increase in assessed value is herein referred to as the "Improvement" or "Improvements" as defined in said Section 5709.40) is a public purpose, and 100% of said Improvement is hereby declared to be a public purpose for a period of 30 years and exempt from taxation commencing with the tax year following the year in which this Ordinance is passed and ending on

**CITY OF STRONGSVILLE, OHIO**

**Ordinance No. 2017 – 190**

**Page 2**

the earlier of (1) the date the Improvements have been exempted from taxation for a period of 30 years or (2) the date on which the City has collected into the Fund established in Section 4 hereof a total amount of Service Payments available for and sufficient to pay the costs provided in Section 4 hereof; provided, however, that Service Payments shall be paid to the Strongsville City School District and Polaris Joint Vocational School District in the amount of the taxes that would have been payable to the Strongsville City School District and Polaris Joint Vocational School District, as applicable, if the Improvements had not been exempted from taxation.

Section 3. As provided in Section 5709.42 of the Revised Code, the owner or owners of the Improvement are hereby required to and shall pay the Service Payments to the County Treasurer on or before the final dates for payment of real property taxes, which Service Payments, together with any associated rollback payments, shall be deposited in the **PEARL ROAD IV** Municipal Public Improvement Tax Increment Equivalent Fund established in Section 4 hereof. In accordance with Ohio Revised Code Section 5709.42, the County Treasurer shall distribute a portion of the Service Payments directly to the Strongsville City School District and Polaris Joint Vocational School District in an amount equal to the property tax payments the Strongsville City School District and Polaris Joint Vocational School District, as applicable, would have received from the portion of the Improvements exempted from taxation, had such Improvements not been exempted from taxation. This Council hereby authorizes the Mayor, Director of Finance and Law Director, and other appropriate officers of the City, to provide such information and certifications, and execute and deliver or accept delivery of such instruments, as are necessary or incidental to collect those Service Payments, and to make such arrangements as are necessary and proper for payment of the Service Payments.

Section 4. This Council hereby establishes pursuant to and in accordance with the provisions of Section 5709.43 of the Ohio Revised Code, the **PEARL ROAD IV** Public Improvement Tax Increment Equivalent Fund (the "Fund"), into which shall be deposited all of the Service Payments and any associated rollback payments distributed to the City with respect to the Improvements on the Property by or on behalf of the County Treasurer, as provided in Section 5709.42 of the Ohio Revised Code, and hereby agrees that moneys in that fund shall be used for any or all of the following purposes:

(i) to pay any and all planning, engineering, acquisition, construction, installation, financing costs, and any and all other direct and indirect costs of the Public Improvements, including those costs set forth in Ohio Revised Code Section 133.15(B);

(ii) to pay the interest on and principal of bonds or notes, and premium, if any, including refunding or additional bonds or notes or other obligations issued or loans entered into by the City or other governmental entity to finance costs of the Public Improvements until such notes or bonds or other obligations or loans are paid in full, and to pay any trustee, administrative and other costs related to servicing the obligations and providing and replenishing a reserve fund and to pay any costs charged by the issuer of the obligations; and

(iii) to reimburse the City, or other governmental entity for any funds used to pay costs of the Public Improvements, or to pay interest, principal, or premium, and related costs on any of the aforesaid notes, bonds, loans or other obligations, prior to receipt of Service Payments.

The Fund shall remain in existence so long as the Service Payments are collected and used for the aforesaid purposes, after which said Fund shall be dissolved in accordance with said Section 5709.43.

**CITY OF STRONGSVILLE, OHIO**

**Ordinance No. 2017 - 190**

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Section 5. Pursuant to Section 5709.40 of the Ohio Revised Code, the Clerk of Council is hereby directed to deliver a copy of this Ordinance to the Director of the Development Services Agency of the State of Ohio within fifteen days after its passage. On or before March 31 of each year that the exemption set forth in Section 2 hereof remains in effect, the Mayor or other authorized officer of this City shall prepare and submit to the Director of the Development Services Agency of the State of Ohio the status report required under Section 5709.40 of the Ohio Revised Code.

Section 6. This Council finds and determines that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 7. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City, and for the further reason that this Ordinance is required to be immediately effective in order to eliminate existing hazards to vehicular traffic; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor, provided it receives the affirmative vote of at least two-thirds of the members of the Council, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

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

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

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

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

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

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

ORD. No. 2017-190 Amended: \_\_\_\_\_  
1st Rdg. 11-6-17 Ref: COW  
2nd Rdg. 11/20/17 Ref: COW  
3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

EXHIBIT A  
THE PROPERTY

CITY OF STRONGSVILLE  
Pearl Road IV TIF Parcel Numbers

395-03-006

395-05-002

397-17-082

392-16-014



## EXHIBIT B

### DESCRIPTION OF THE PUBLIC IMPROVEMENTS

The Public Improvements consist of the widening of and other improvements to Pearl Road from northern terminus to southern terminus, to Royalton Road from western terminus to eastern terminus, and all intersection sections along such route, including improvements to, or construction or installation of, intersections, signalization, public utilities, curbs, sidewalks, lighting, and storm water management facilities, acquisition of real estate in connection therewith, and all related improvements.

The Public Improvements further include the construction of or improvements to any other public streets, utilities and public facilities in and around the Property and directly benefiting or serving the Property.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 - 191

By: Mayor Perciak and All Members of Council

AN ORDINANCE DECLARING IMPROVEMENTS TO CERTAIN PARCELS OF REAL PROPERTY TO BE A PUBLIC PURPOSE, DESCRIBING THE PUBLIC IMPROVEMENTS TO BE MADE TO DIRECTLY BENEFIT SUCH PARCELS, REQUIRING THE OWNERS OF THE IMPROVEMENTS ON SUCH PARCELS TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES, ESTABLISHING A **SCANNELL PROPERTIES** MUNICIPAL PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND FOR THE DEPOSIT OF SUCH SERVICE PAYMENTS PURSUANT TO OHIO REVISED CODE SECTIONS 5709.40, 5709.42 AND 5709.43, AND DECLARING AN EMERGENCY.

WHEREAS, Ohio Revised Code Sections 5709.40, 5709.42 and 5709.43 (the "Act") provide that this Council may describe public improvements to be made which directly benefit certain parcels, declare Improvements (as defined in Ohio Revised Code Section 5709.40) with respect to such parcels of real property located in the City of Strongsville (the "City") to be a public purpose, thereby authorizing the exemption of those Improvements from real property taxation for a period of time, and provide for the making of service payments in lieu of taxes by the owner of such parcels, and establish a municipal public improvement tax increment equivalent fund into which such service payments shall be deposited; and

WHEREAS, to improve the flow of traffic in and around the parcels described in **Exhibit A** hereto, as such parcels may be consolidated or split (collectively, the "Property"), this Council may cause construction of the public improvements described in **Exhibit B** hereto (collectively, the "Public Improvements"), that once made will directly benefit the Property and the City and its residents; and

WHEREAS, the City has determined that it is necessary and appropriate and in the best interests of the City to provide for service payments in lieu of taxes with respect to the Property pursuant to Section 5709.42 of the Ohio Revised Code (the "Service Payments") to pay costs of the Public Improvements; and

WHEREAS, the Strongsville City School District and Polaris Joint Vocational School District have been notified of this Ordinance consistent with Revised Code Section 5709.83.

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

Section 1. The Public Improvements described in **Exhibit B** hereto, if made or caused to be made by the City, are hereby designated as those Public Improvements that directly benefit, or that once made will directly benefit, the Property, and are determined to be necessary for the public health, safety and welfare.

Section 2. Pursuant to and in accordance with the provisions of Ohio Revised Code Section 5709.40, and, in particular, Section 5709.40(B), this Council hereby finds and determines that 100% of the increase in the assessed value of the Property that would first appear on the tax list and duplicate of real property after the effective date of this Ordinance (which increase in assessed value is herein referred to as the "Improvement" or "Improvements" as defined in said Section 5709.40) is a public purpose, and 100% of said Improvement is hereby declared to be a public purpose for a period of 30 years and exempt from

**CITY OF STRONGSVILLE, OHIO**

**Ordinance No. 2017 – 191**

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taxation commencing with the tax year following the year in which this Ordinance is passed and ending on the earlier of (1) the date the Improvements have been exempted from taxation for a period of 30 years or (2) the date on which the City has collected into the Fund established in Section 4 hereof a total amount of Service Payments available for and sufficient to pay the costs provided in Section 4 hereof; provided, however, that Service Payments shall be paid to the Strongsville City School District and Polaris Joint Vocational School District in the amount of the taxes that would have been payable to the Strongsville City School District and Polaris Joint Vocational School District, as applicable, if the Improvements had not been exempted from taxation. The project to be constructed on the Property is also subject to a 15-year, 100% pre-1994 Community Reinvestment Area tax abatement which is intended to take priority over the exemption granted pursuant to this Ordinance and the Property will capture the full value of the Service Payments in the latter 15 years.

Section 3. As provided in Section 5709.42 of the Revised Code, the owner or owners of the Improvement are hereby required to and shall pay the Service Payments to the County Treasurer on or before the final dates for payment of real property taxes, which Service Payments, together with any associated rollback payments, shall be deposited in the **SCANNELL PROPERTIES** Municipal Public Improvement Tax Increment Equivalent Fund established in Section 4 hereof. In accordance with Ohio Revised Code Section 5709.42, the County Treasurer shall distribute a portion of the Service Payments directly to the Strongsville City School District and Polaris Joint Vocational School District in an amount equal to the property tax payments the Strongsville City School District and Polaris Joint Vocational School District, as applicable, would have received from the portion of the Improvements exempted from taxation, had such Improvements not been exempted from taxation. This Council hereby authorizes the Mayor, Director of Finance and Law Director, and other appropriate officers of the City, to provide such information and certifications, and execute and deliver or accept delivery of such instruments, as are necessary or incidental to collect those Service Payments, and to make such arrangements as are necessary and proper for payment of the Service Payments.

Section 4. This Council hereby establishes pursuant to and in accordance with the provisions of Section 5709.43 of the Ohio Revised Code, the **SCANNELL PROPERTIES** Public Improvement Tax Increment Equivalent Fund (the "Fund"), into which shall be deposited all of the Service Payments and any associated rollback payments distributed to the City with respect to the Improvements on the Property by or on behalf of the County Treasurer, as provided in Section 5709.42 of the Ohio Revised Code, and hereby agrees that moneys in that fund shall be used for any or all of the following purposes:

(i) to pay any and all planning, engineering, acquisition, construction, installation, financing costs, and any and all other direct and indirect costs of the Public Improvements, including those costs set forth in Ohio Revised Code Section 133.15(B);

(ii) to pay the interest on and principal of bonds or notes, and premium, if any, including refunding or additional bonds or notes or other obligations issued or loans entered into by the City or other governmental entity to finance costs of the Public Improvements until such notes or bonds or other obligations or loans are paid in full, and to pay any trustee, administrative and other costs related to servicing the obligations and providing and replenishing a reserve fund and to pay any costs charged by the issuer of the obligations; and

(iii) to reimburse the City, or other governmental entity for any funds used to pay costs of the Public Improvements, or to pay interest, principal, or premium, and related costs on any of the aforesaid notes, bonds, loans or other obligations, prior to receipt of Service Payments.

**CITY OF STRONGSVILLE, OHIO**

**Ordinance No. 2017 - 191**

**Page 3**

The Fund shall remain in existence so long as the Service Payments are collected and used for the aforesaid purposes, after which said Fund shall be dissolved in accordance with said Section 5709.43.

Section 5. Pursuant to Section 5709.40 of the Ohio Revised Code, the Clerk of Council is hereby directed to deliver a copy of this Ordinance to the Director of the Development Services Agency of the State of Ohio within fifteen days after its passage. On or before March 31 of each year that the exemption set forth in Section 2 hereof remains in effect, the Mayor or other authorized officer of this City shall prepare and submit to the Director of the Development Services Agency of the State of Ohio the status report required under Section 5709.40 of the Ohio Revised Code.

Section 6. This Council finds and determines that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 7. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City, and for the further reason that this Ordinance is required to be immediately effective in order to eliminate existing hazards to vehicular traffic; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor, provided it receives the affirmative vote of at least two-thirds of the members of the Council, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

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

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

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

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

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

ORD. No. 2017-191 Amended: \_\_\_\_\_  
1st Rdg. 11-6-17 Ref: COW  
2nd Rdg. 11/20/17 Ref: COW  
3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

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

EXHIBIT A  
THE PROPERTY

CITY OF STRONGSVILLE  
Scannell Properties TIF Parcel Number  
393-01-016

## EXHIBIT B

### DESCRIPTION OF THE PUBLIC IMPROVEMENTS

The Public Improvements consist of the widening of and other improvements to Foltz Parkway, including all intersections from Royalton Road to the southern terminus of Foltz Parkway and including Royalton Road and Drake Road from Prospect Road to the western terminuses of Royalton Road and Drake Road.

The Public Improvements further include the construction of or improvements to any other public streets, utilities and public facilities in and around the Property and directly benefiting or serving the Property.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 208

By: Mayor Perciak and Mr. DeMio

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A SECOND AMENDMENT TO THE AGREEMENT FOR PUBLIC SAFETY DISPATCH SERVICES BETWEEN THE CITY OF STRONGSVILLE AND THE CITY OF OLMSTED FALLS, IN CONNECTION WITH AN ADJUSTMENT OF FEES COMMENCING JANUARY 1, 2018, AND DECLARING AN EMERGENCY.**

WHEREAS, through adoption of Ordinance No. 2014-177 on September 5, 2014, the Strongsville City Council authorized an Agreement with the City of Olmsted Falls for public safety services; and

WHEREAS, through adoption of Ordinance No. 99-2014 on September 9, 2014, the Olmsted Falls City Council likewise authorized an Agreement with Strongsville for such public safety services; and

WHEREAS, on September 16, 2014, Strongsville and Olmsted Falls entered into an *Agreement for Public Safety Dispatch Services*, in which Strongsville agreed to dispatch Olmsted Falls Police Department and Fire Department calls, on a twenty-four (24) hour basis, to authorized personnel of the Olmsted Falls Police Department and the Olmsted Falls Fire Department and other public safety resources (such as animal control) generally with regard to emergency and non-emergency incidents, and with communication support and services/systems directly related to the dispatch function, and subject to other specific terms and conditions contained therein; and

WHEREAS, at that time, Olmsted Falls agreed to certain terms and conditions in connection with payment to Strongsville for Strongsville's provision of such Dispatch Services; and

WHEREAS, thereafter, on January 18, 2017, the parties entered into an Amendment to Agreement providing for an adjustment to the provision for payment based upon the second year of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2017-008; and

WHEREAS, based upon the three years of operations and in accordance with provisions of said Agreement, it is now necessary to further amend and adjust the provision relating to payment for Dispatch Services; and

WHEREAS, Olmsted Falls has agreed to such Second Amendment providing for an increase in fees commencing January 1, 2018.

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

**CITY OF STRONGSVILLE, OHIO**  
**ORDINANCE NO. 2017 - 208**  
**Page 2**

**Section 1.** That the Mayor be and is hereby authorized and directed to enter into a Second Amendment to Agreement for Public Safety Dispatch Services between the City of Strongsville, Ohio and the City of Olmsted Falls, Ohio, providing for an adjustment in the payment of fees to the City of Strongsville for dispatch services for 2018, commencing January 1, 2018, at an adjusted rate of \$20,317.00 per month, for a total of \$243,804.00 for the year 2018, in accordance with the terms and conditions set forth in the Second Amendment to Agreement attached hereto as Exhibit "A" and incorporated herein by reference, which in all respects is hereby approved.

**Section 2.** That any funds received pursuant to this Ordinance shall be deposited into the General Fund, and any expenditures required by the City to effectuate the Agreement have been appropriated for 2018 and shall be paid from the General Fund.

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

**Section 4.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to enter into the Second Amendment to Agreement to provide for proper and fair compensation to the City for dispatch services, to act in accordance with the terms and conditions of the Agreement, 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. 2017-208 Amended: \_\_\_\_\_  
 1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

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



**SECOND AMENDMENT TO AGREEMENT  
FOR PUBLIC SAFETY DISPATCH SERVICES  
BETWEEN  
THE CITY OF STRONGSVILLE, OHIO AND  
THE CITY OF OLMSTED FALLS, OHIO**

**THIS SECOND AMENDMENT TO AGREEMENT** made at Strongsville, Ohio, this 15th day of November, 2017, by and between the **CITY OF STRONGSVILLE**, Ohio, hereinafter designated as "Strongsville", and the **CITY OF OLMSTED FALLS**, Ohio, hereinafter designated as "Falls".

**WITNESSETH:**

WHEREAS, through adoption of Ordinance No. 2014-177 on September 5, 2014, the Strongsville City Council authorized an Agreement with the City of Olmsted Falls for public safety services; and

WHEREAS, through adoption of Ordinance No. 99-2014 on September 9, 2014, the Olmsted Falls City Council likewise authorized an Agreement with Strongsville for such public safety services; and

WHEREAS, on September 16, 2014, Strongsville and Falls entered into an *Agreement for Public Safety Dispatch Services*, in which Strongsville agreed to dispatch Olmsted Falls Police Department and Fire Department calls, on a twenty-four (24) hour basis, to authorized personnel of the Olmsted Falls Police Department and the Olmsted Falls Fire Department and other public safety resources (such as animal control) generally with regard to emergency and non-emergency incidents, and with communication support and services/systems directly related to the dispatch function, and subject to other specific terms and conditions contained therein; and

WHEREAS, at that time, Falls agreed to certain terms and conditions in connection with payment to Strongsville for Strongsville's provision of such Dispatch Services; and

WHEREAS, thereafter, on January 18, 2017, the parties entered into an Amendment to Agreement providing for an adjustment to the provision for payment based upon the second year of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2017-008; and

WHEREAS, based upon the three (3) years of operations and in accordance with provisions of said Agreement, it is now necessary to amend the provision relating to payment for Dispatch Services;

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants set forth in the Agreement and herein, it is agreed as follows:

1. Article I(F) of the Agreement be and is hereby amended to read in part as follows:

\* \* \*

"F. Payment for Dispatch Services: Falls, in consideration of the provision of the Dispatch Services outlined herein, agrees to pay Strongsville for the first year of the contract, the amount of Twenty Thousand Dollars (\$20,000.00) per month by the first (1<sup>st</sup>) of each month for Dispatch Services provided in that month, for a total annual fee of Two Hundred Forty Thousand Dollars (\$240,000.00) through December 31, 2015. For the second year of the contract, payment shall be as computed in this Section F, but in no event shall it exceed the sum of Twenty Thousand Dollars (\$20,000.00) per month. For the period of operation from January 1, 2017 through December 31 2017, Falls will pay Strongsville at an increased rate of Twenty Thousand Two Hundred Dollars (\$20,200.00) per month by the first (1<sup>st</sup>) of each month for Dispatch Services provided in that month, for a total of Two Hundred Forty-Two Thousand Four Hundred Dollars (\$242,400.00) for such third year of operation. For the period of operation from January 1, 2018 through December 31, 2018, Falls will pay Strongsville at an increased rate of Twenty Thousand Three Hundred Seventeen (\$20,317.00) per month by the first (1<sup>st</sup>) of each month for Dispatch Services provided in that month, for a total of Two Hundred Forty-Three Thousand Eight Hundred Four Dollars (\$243,804.00) for the fourth year of operation."

\* \* \*

2. This Amendment to Agreement amends, modifies and supplements the Agreement effective January 1, 2018 only as specifically set forth herein. All rights and obligations of Strongsville and Falls under the Agreement and all other provisions not specifically amended herein remain unmodified and in full force and effect.

3. This Amendment to Agreement shall be binding upon Strongsville and Falls and their respective successors and assigns.

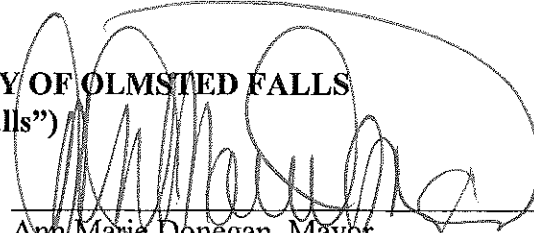
IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Agreement the day and year first above written.

Signed in the presence of:



**CITY OF OLMSTED FALLS**  
("Falls")

By:

  
Ann Marie Donegan, Mayor

**CITY OF STRONGSVILLE**  
("Strongsville")

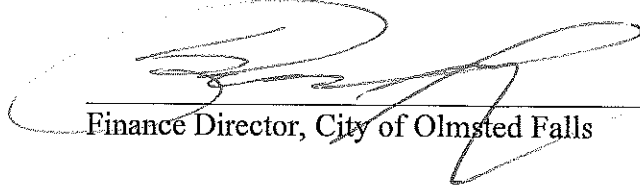
By:

  
Thomas P. Perciak, Mayor

**CERTIFICATE OF FINANCE DIRECTOR**

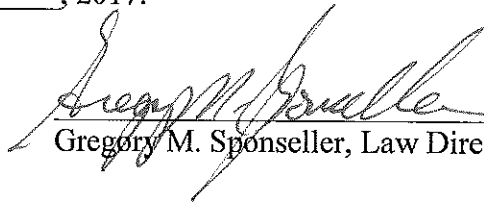
I hereby certify that the amount of money required to meet the expenditures called for by this Amendment to Agreement is in the treasury, to the credit of the fund for which it is to be drawn, or in the process of collection, and not appropriated for any other purpose.

11/16/17  
Date

  
\_\_\_\_\_  
Finance Director, City of Olmsted Falls

**CERTIFICATE OF LAW DIRECTOR FOR THE CITY OF OLMSTED FALLS**

I have hereby reviewed and approved the form of the foregoing Amendment to Agreement this 15 day of Nov., 2017.

  
\_\_\_\_\_  
Gregory M. Sponseller, Law Director

**CERTIFICATE OF LAW DIRECTOR FOR THE CITY OF STRONGSVILLE**

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

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

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2017 - 209

By: Mayor Perciak and All Members of Council

A RESOLUTION ACCEPTING A DONATION OF \$1,000.00 FROM SWAGELOK COMPANY TO THE CITY OF STRONGSVILLE TO BE USED FOR EQUIPMENT, EDUCATION AND TRAINING FOR THE POLICE DEPARTMENT.

WHEREAS, the City of Strongsville Police Department is in need of funds for equipment and ongoing education and training purposes; and

WHEREAS, Swagelok Company is desirous of donating \$1,000.00 to the City for use by the Strongsville Police Department for equipment, education and training; and

WHEREAS, the City is desirous of accepting such generous donation which has been forwarded to the City.

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

Section 1. That this Council hereby graciously accepts from the Swagelok Company, and expresses its appreciation, for the donation of \$1,000.00 to be used for equipment, education and training for the Strongsville Police Department.

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

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

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

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

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

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

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

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

RES  
ORD. No. 2017-209 Amended: \_\_\_\_\_  
1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 - 210

By: Mr. Southworth

**AN ORDINANCE AUTHORIZING THE DISPOSAL OF VARIOUS ITEMS OF FURNITURE UTILIZED BY THE DEPARTMENT OF RECREATION & SENIOR SERVICES, AND NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE.**

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

**Section 1.** That this Council finds that the City of Strongsville Department of Recreation & Senior Services has various items of furniture, which are in poor condition and unsafe for further use, and which are surplus, have no monetary value and are no longer needed for any municipal purpose; and further finds that it would be in the best interest of the City to dispose of such items of furniture. Said items of furniture are more fully set forth in Exhibit A attached hereto and incorporated herein by reference.

**Section 2.** That, pursuant to Article IV, §3(e) of the City Charter, the Director of Finance, with the assistance of the Director of Recreation & Senior Services, be and are hereby authorized to dispose of the items of furniture which are identified in Exhibit A, and to perform all acts required in furtherance thereof.

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

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

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

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

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

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

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

ORD. No. 2017-210 Amended: \_\_\_\_\_  
 1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

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

**EXHIBIT A**

**SENIOR CENTER FURNITURE TO BE DISPOSED OF:**

10 lounge chairs

5 couches

9 tables

Old furniture was made by AGI Industries

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 211

By: Mayor Perciak and Mr. Carbone

**AN ORDINANCE APPROVING, RATIFYING AND AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT AND MAKE PAYMENT FOR EMERGENCY REPAIRS TO THE WASTEWATER TREATMENT PLANT "C", WITHOUT PUBLIC BIDDING; AND DECLARING AN EMERGENCY.**

WHEREAS, the roof top gas heating unit at the City's Wastewater Treatment Plant "C" was in need of replacement; and

WHEREAS, it accordingly was immediately necessary to contract with an existing and readily available City contractor for emergency repairs and replacement of said roof top gas heating unit in order to protect the health, safety, welfare and property of the City and its residents; and

WHEREAS, such actions have been and are undertaken only upon the approval and recommendations of the Mayor and Director of Public Service, and with a City contractor that is readily available to perform such emergency services, and which is totally responsive and proposed competitive and reasonable rates for such services.

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

**Section 1.** That this Council finds and determines, as set out in Article V, §5 of the Charter, that there was an immediate and present emergency in the operation of the Department of Public Service of the City of Strongsville, in that it had become immediately necessary to enter into a contract, without public bidding, with **STRONGSVILLE HEATING & AIR CONDITIONING, INC.**, an existing and readily available City contractor, in order to contract for emergency repairs and replacement of the roof top gas heating unit at the City's Wastewater Treatment Plant "C", to protect the health, safety, welfare and property of the City and its residents, and to conserve public funds.

**Section 2.** That, for the reasons aforesaid, this Council hereby approves, ratifies and authorizes the Mayor entering into a contract with **STRONGSVILLE HEATING & AIR CONDITIONING, INC.**, without public bidding, in a total amount not to exceed \$12,280.00 for the emergency repair services and replacement of the roof top gas heating unit at the City's Wastewater Treatment Plant "C", all as reflected on the invoice attached hereto as Exhibit A, and incorporated herein by reference and which are approved.

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

**CITY OF STRONGSVILLE, OHIO**  
**ORDINANCE NO. 2017 – 211**  
**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 immediate repairs and replacement of the gas heating unit at the City's Wastewater Treatment Plant "C" were required in order 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. 2017-211 Amended: \_\_\_\_\_  
 1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_





# STRONGSVILLE

**HEATING & AIR CONDITIONING INC.**

12650 Prospect Road • Strongsville, OH 44149

Office: (440) 238-9080 • Fax: (440) 238-5321

[www.strongsvilleheating.com](http://www.strongsvilleheating.com)

## INVOICE

**September 28, 2017**

**JOB LOCATION:**

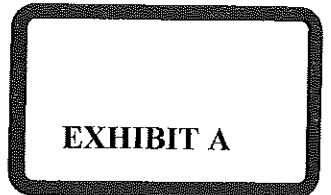
**Strongsville Sewage Plant**

**17449 Sprague Road**

**Strongsville, OH 44136**

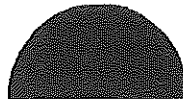
Commercial installation work performed per Job #CI17017 \$ 12,280.00

**BALANCE NOW DUE:** \$ 12,280.00





turn to the experts



# STRONGSVILLE

## HEATING & AIR CONDITIONING INC.

www.strongsvilleheating.com

12650 Prospect Road • Strongsville, OH 44149 • Office: (440) 238-9080 • Fax: (440) 238-5321

Strongsville Sewage Plant	440-580-3176	7/5/17
17449 Sprague Road		
Strongsville, Ohio		

We hereby submit specifications and estimates for:

State License #19105

Install a new Carrier high efficiency 5 ton package roof top unit Model 48CKEAO6 This is gas heat and features one stage cooling. Cooling circuit is protected with a high and low pressure switch. High efficiency heating using induced draft ensures no flue gas can escape into the indoor air stream. ASHRAE 90.1 compliant. Up to 13.0 SEER, 11.8 IEER, and 11.1 EER. Gas efficiencies up to 82% Cooling operating range up to 115 °F (46°C) and down to 25°F (-4°C) using winter start kit. Innovative non-corrosive composite condensate pan in accordance with ASHRAE 62 Standard, sloping design; side or center drain. Exclusive IGC solid-state control for on-board diagnostics with LED error code designation, burner control logic and energy saving indoor fan motor delay. Pre-painted exterior panels and primer-coated interior panels tested to 500 hours salt spray protection

This unit features scroll compressor with internal line-break overload protection, 24-volt control circuit protected with resettable circuit breaker. Permanently lubricated evaporator-fan motor. Totally enclosed condenser motors with permanently lubricated bearings. Low pressure and high-pressure switch protection. Solid-state electronic direct spark ignition system and flame roll-out safety protector

Install a new electrical disconnect with new time delay fuses

Install a new smoke detector with remote mounted reset, as required by code

Install a new gas shut off, and paint near unit gas line.

Install a new Carrier fresh air damper as required by code.

We propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of \$ \_\_\_\_\_

Payment to be made as follows: \_\_\_\_\_

Authorized  
Signature \_\_\_\_\_

Note: this proposal may be  
withdrawn by us if not accepted within \_\_\_\_\_ days.

Acceptance of Proposal-The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Any expenses incurred to collect unpaid balance will be at the home owners expense.

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



turn to the experts



# STRONGSVILLE

## HEATING & AIR CONDITIONING INC.

www.strongsvilleheating.com

12650 Prospect Road • Strongsville, OH 44149 • Office: (440) 238-9080 • Fax: (440) 238-5321

Strongsville Sewage Plant	440-580-3176	7/5/17
17449 Sprague Road		
Strongsville, Ohio		

We hereby submit specifications and estimates for:

State License #19105

Install all necessary electrical.

Install a new return from the unit. The return will run from the new unit to a new penetration inside the building. The return will terminate inside the conditioned space and be ducted to more than one area according to allowable space.

Install all necessary PVC drain material to replace entire drain.

Ten Year warranty on heat exchanger, five year warranty on compressor, and one year warranty on all parts and labor.

Remove all old debris.

Total \$12,280

Price includes all materials, crane lift, and labor. All work will meet codes and manufactures recommended installation instructions.

We propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of \$ \_\_\_\_\_

Payment to be made as follows: \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Note: this proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days.

Acceptance of Proposal-The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Any expenses incurred to collect unpaid balance will be at the home owners expense.

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 212

By: Mayor Perciak and All Members of Council

**AN ORDINANCE AUTHORIZING THE MAYOR, DIRECTOR OF FINANCE AND LAW DIRECTOR, ON BEHALF OF THE CITY OF STRONGSVILLE, TO ENGAGE THE LAW FIRM OF WALTER | HAVERFIELD LLP, JOINTLY WITH THE REGIONAL INCOME TAX AGENCY (RITA) AND OTHER MUNICIPALITIES FOR PURPOSES OF INITIATING LITIGATION TO CHALLENGE THE CONSTITUTIONALITY OF AMENDMENTS TO CHAPTER 718 OF THE OHIO REVISED CODE RELATING TO MUNICIPAL INCOME TAX, AND DECLARING AN EMERGENCY.**

WHEREAS, the City of Strongsville recognizes, as a home rule power of local self-government, that municipal income tax administration and collection is vital to the health, safety and welfare of the municipality; and

WHEREAS, the City of Strongsville relies on the revenue from effective municipal income tax administration and collection to provide the services that maintain the health, safety and welfare of the municipality; and

WHEREAS, the Ohio General Assembly has attempted to assert control over the administration and collection of municipal income taxes by claiming that a municipality has no authority to impose an income tax unless it adopts a code in strict compliance with R.C. Chapter 718; and

WHEREAS, the established law of Ohio is clear that any such preemption of municipal income tax codes by the State of Ohio violates the Ohio Constitution and home rule provisions that allow a municipal corporation the right to administer and enforce its own municipal income tax; and

WHEREAS, more specifically, the State of Ohio has enacted H.B. 5 in 2014 comprehensively rewriting the entire municipal income tax law and H.B. 49 in 2017 authorizing centralized collection by the State of Ohio of municipalities' net profits taxes; and

WHEREAS, the City of Strongsville desires to assert its home rule authority to control the administration and collection of the municipal income tax, in order to provide for the health, safety and welfare of the municipality; and

WHEREAS, upon recommendation of the Director of Finance and Law Director, the Administration and Council believe that it now would be in the best interests of the City to enter into an Engagement Letter, in substantially the form attached hereto as Exhibit A, for joint representation with other municipalities in order to challenge H.B. 49 as to the Centralized Administration and Collection of the Municipal Net Profit Tax provisions of R.C. Chapter 718, and to retain the law firm of **WALTER | HAVERFIELD LLP** in representing the City in further proceedings in this matter.

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, Director of Finance and Law Director be and are hereby authorized and directed to execute an Engagement Letter with the law firm of **WALTER HAVERFIELD LLP**, in order to assist RITA in joint representation of the City of Strongsville and other municipalities to initiate litigation to challenge H.B. 49 as to the Centralized Administration and Collection of the Municipal Net Profit Tax provisions of R.C. Chapter 718.

**Section 2.** That the funds for the purposes of such services have been appropriated and shall be paid from the General Fund and the Street Construction, Maintenance & Repair Fund.

**Section 3.** That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this 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 the retention of such special legal services is immediately necessary in order to commence judicial proceedings to challenge H.B. 49 given that the effective date of said legislation is January 1, 2018, and to protect the legal and financial interests of the City and other municipalities with common interests in such significant litigation. 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. 2017-212 Amended: \_\_\_\_\_  
 1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

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

# Walter | Haverfield <sup>LLP</sup> [Date]

ATTORNEYS AT LAW

[Name of Client]  
[Representative of Client]  
[Address]

Re: *Engagement of Walter | Haverfield LLP for Legal Services in regard to Joint Representation of Municipalities and the Regional Income Tax Agency (RITA) to challenge H.B. 49 in regard to the Centralized Administration and Collection of the Municipal Net Profit Tax of O.R.C. Chapter 718.*

Dear \_\_\_\_\_:

You have requested that Walter | Haverfield LLP (the "Firm") provide legal services to \_\_\_\_\_ ("Client") jointly with other municipalities and the Regional Income Tax Agency ("RITA") (collectively the "Joint Clients") in regard to the matter described herein under "Scope of Services" ("Joint Representation"). The purpose of this Engagement Letter is to confirm the terms and conditions upon which the Firm will provide those legal services. If the terms set forth below meet with your approval, please return a signed and dated letter to me by e-mail.

Fundamental to an attorney-client relationship is a clear understanding of the terms and conditions upon which the Firm will provide legal services. If any of the information contained in this Engagement Letter is inaccurate or unclear, please advise me immediately.

## Clients

The Joint Clients for whom the Firm will be providing legal services under this Engagement Letter are identified in "Attachment A" to this Engagement Letter. Only chartered municipal clients will be named as parties to any litigation.

## Scope of Services

The Firm will represent the Joint Clients in connection with challenging H.B. 49 as to the Centralized Administration and Collection of the Municipal Net Profit Tax provisions of Ohio Revised Code Chapter 718. This will include filing a lawsuit against the State of Ohio. Legal services related to our representation of you and the Joint Clients will include: representation through final trial court decision and any appeals, including ongoing communication and consultation with respect to all issues and facts involved in the matter; drafting of all pleadings, motions, briefs and other court filings; legal research; coordination of efforts with counsel for municipalities in other similar lawsuits around the state; performing discovery in the case, if any; court appearances; participation in settlement discussions, if any; and preparing for court hearings or trial, if necessary ("Joint Representation").

## Staffing

I will be the attorney at the Firm primarily responsible for the legal services to the Joint Clients, along with my partner, Darrell A. Clay. Brendan D. Healy will also be involved in

September 18, 2017

Page 2

providing the Legal Services. Other attorneys and paralegals in the Firm may also assist in order to competently and efficiently perform the Legal Services.

The Firm's attorneys may express opinions or beliefs concerning the events or various courses of action and results that might be anticipated. Those statements are an expression of opinion only based on information available to the Firm at the time and are not, and must not be construed to be, a promise or guaranty of any particular result.

It is important that you are satisfied with the Firm's services and responsiveness at all times. When questions or comments arise regarding the Firm's services, staffing, billing or other aspects of the representation, please contact me by email and/or at my direct dial number listed above. Any issues related to a bill should be raised immediately upon receipt of the bill for our services.

#### Fees, Disbursements and Other Charges

A clear understanding now of how our fees are determined can avoid any misunderstanding later. In preparing a bill, the Firm will take into account a number of factors, the principal factor being the schedule of hourly rates for the attorneys and legal assistants who serve you.

You understand and agree that RITA will pay, on your behalf, all legal fees, costs, charges or expenses related to this matter. The Firm's bill will be sent directly to RITA for review, approval and payment. A lawyer is permitted to accept compensation for representing a client from someone other than the client if: 1) the client gives informed consent; 2) there is no interference with the lawyer's independence of professional judgment or with the client-lawyer relationship; and 3) information relating to representation of a client is protected. When a third party pays a client's legal expenses there are sometimes risks that the third party payor may attempt to minimize the amount of fee for the representation, to inquire how the representation is progressing, and to influence the tactics used in the representation and the outcome to benefit the third party payor's interest. By execution of this Engagement Letter you acknowledge the risks of RITA paying your fees and are consenting to RITA's payment of the legal fee for this Joint Representation upon the terms and conditions of this Engagement Letter. Should any Joint Clients request copies of the Firm's billing statements related to its representation of the Joint Clients, the Firm shall provide this information.

I have enclosed our "Billing Policies" brochure. Please review it carefully. The terms of the enclosed Billing Policies are part of our agreement. We will bill our legal services and expenses incurred on your behalf in accordance with our Billing Policies.

#### Designation of RITA as Point-of-Contact and Administrator/Director

The "Joint Clients" have aligned interests regarding this matter and its outcome. You acknowledge and agree that it is necessary to designate a single party to serve as a point-of-contact with the Firm. Accordingly, you acknowledge and consent to RITA serving as the point-of-contact for you.

In addition, you acknowledge and consent to RITA serving as the director or administrator on your behalf regarding this matter. This means RITA will be directly involved in the coordination, development, and implementation of litigation strategy and will otherwise be responsible for directing and controlling all aspects of this matter on your behalf, i.e., unless the Firm's representation of you is terminated as provided below.

#### Joint Clients' Responsibilities

In order for the Firm to provide quality legal services, representatives of the Joint Clients must keep the Firm reasonably informed of the progress and development of the matter, and respond to our inquiries in a timely manner. The Joint Clients must also fully and accurately disclose to us all facts that may be relevant to the matter or that we may otherwise reasonably request in order to keep us apprised of developments relating to the matter.

We will keep you informed of the status of this matter as developments occur. This will include sending you copies of significant correspondence and documents that we prepare as well as copies of important letters and other documents which we may receive from others. Usually, you will have to take no action upon receipt of this information, but you should read it to be aware of what is taking place. We suggest that you maintain a file marked "Confidential/Attorney-Client Communications" in which to keep copies of the items we send you.

#### Shared Information

One of the necessary consequences of joint representation of multiple clients by a single lawyer or law firm is the sharing of confidential information concerning the subject matter of the joint representation. You acknowledge and agree that communication between the firm and any or all of the Joint Clients relating to this matter will be treated as confidential and will not be disclosed outside Joint Clients without your informed consent or as otherwise permitted by the applicable rules of professional conduct or other law. You also acknowledge and agree that whatever relevant or material communications or information that we receive from any one or more Joint Clients concerning this matter will be shared with each of the Joint Clients as we consider appropriate. You further acknowledge and agree that in the event the Client is no longer represented by the Firm in this matter as the result of a conflict of interest or other cause, we may nevertheless use any confidential information we have concerning this matter adversely to you or to the advantage of those we continue to represent in any subsequent negotiation or proceeding relating to this matter.

#### Resolution of Conflicts

The Firm has not identified any conflicts of interest among the Joint Clients in regard to this Joint Representation. It is our understanding that you are not aware of any conflicts of interest between any of the Joint Clients on this Joint Representation, and you consent to this Joint Representation as provided in this letter.



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In the event you become aware of any conflict of interest issue between any of the Joint Clients, you will notify us immediately so that the issue can be satisfactorily resolved. In the event a conflict arises during the Joint Representation which cannot be satisfactorily resolved it may be necessary for the Firm to withdraw from representation of one or more of the Joint Clients in order to resolve the conflict in accordance with applicable terms under Termination of Representation paragraph below.

#### Termination of Representation

Any of the Joint Clients may withdraw from the joint representation at any time for any reason, upon written notice to the Firm. You acknowledge and agree, however, that: (i) you will be responsible for retaining and paying for separate legal representation, and (ii) we may continue to represent the other Joint Clients consistent with the other provisions of this letter, even if we take positions adverse to your interests in any subsequent negotiation or proceeding relating to this matter. If permission for withdrawal is required by a court or arbitration panel, we will promptly request such permission, and you agree not to oppose our request.

Unless previously terminated, the Firm's representation of you shall terminate within sixty (60) days upon final disposition of all litigation, including appeals, related to this matter. You are engaging the Firm to provide legal services to you solely described in the Scope of Services. Upon conclusion of your representation by the Firm, changes may occur in applicable laws that could impact your future rights and liabilities. Unless you engage the Firm in writing to provide additional services to you on issues arising from or related to our representation after its conclusion, the Firm shall have no continuing obligation to advise you with respect to future legal developments related to the subject matter described by the Scope of Services.

#### File Retention and Destruction

The legal documents in this representation and the files within which they are contained are the property of the Client and will be delivered to the Client at the Client's written request. If the Client does not request the Client's files the Firm will deem the absence of that request as permission to destroy the files seven years after each separate matter the Firm has handled for the Client has concluded.

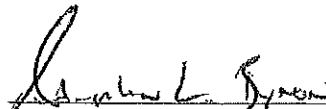
If you have any questions, comments or concerns regarding the terms of this Engagement Letter and the payment by RITA of your legal fees and the attendant risks, please contact us immediately. You should also have your legal counsel advise you on this Engagement Letter and the payment of legal fees by RITA. By your execution of this letter you are acknowledging that you have consented to RITA's payment of your legal fees upon the terms and conditions of this letter.

If the foregoing terms of our engagement are satisfactory, please indicate your consent by signing in the space provided for your signature below. Kindly return a signed copy of this Engagement Letter to by e-mail us at your earliest convenience. If you should have any questions

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or comments concerning this representation agreement, please do not hesitate to contact me. We look forward to working on your behalf.

Very truly yours,

 (BDH)  
\_\_\_\_\_  
Stephen L. Byron, Esq.

cc: Darrell A. Clay, Partner

AGREED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Client representative

APPROVED as to Form:

\_\_\_\_\_  
Law Director