

City of Strongsville

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

May 31, 2018

MEETING NOTICE

City Council

Michael J. Daymut
Ward 1

Annmarie P. Roff
Ward 2

Kelly A. Kosek
Ward 3

Gordon C. Short
Ward 4

Joseph C. DeMio
At-Large

James E. Carbone
At-Large

Matthew A. Schonhut
At-Large

Aimee Pientka, MMC
Clerk of Council

Tiffany Mekeel, CMC
Assistant Clerk of Council

City Council has scheduled the following meetings for **Monday, June 4, 2018**, 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. 2018-083, 2018-084 and Resolution Nos. 2018-052 and 2018-073.

Finance Committee will meet to discuss Ordinance No. 2018-085.

Public Service and Conservation Committee will meet to discuss Ordinance No. 2018-086.

Recreation and Community Services Committee will meet to discuss Ordinance No. 2018-087.

Committee of the Whole will meet to discuss Ordinance No. 2018-088.

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, JUNE 4, 2018 AT 8:00 P.M.

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

AGENDA AS AMENDED

1. CALL TO ORDER:
2. PLEDGE OF ALLEGIANCE:
3. CERTIFICATION OF POSTING:
4. ROLL CALL:
5. COMMENTS ON MINUTES:
 - *Council Meeting – May 21, 2018*
6. APPOINTMENTS, CONFIRMATIONS, AWARDS AND RECOGNITION:
 - Presentation by The Strongsville St. Francis of Assisi Council of the Knights of Columbus:
 - 2018 Firefighter of the Year: Firemedic Tom Sullivan
 - 2018 Police Officer of the Year: Det. Ron Stolz
 - 2018 Dispatcher of the Year: Kami Fields
 - Presentation of 2017 Strongsville Police Department recognition awards:
 - Sgt. Jacob Knipp – Blue Collar
 - Sgt. Marcello Marsala - Professionalism
 - Lt. Michael Campbell – Problem Solving
 - Ptl. Zaki Hazou – Quality Service
 - Sgt. Shamus Kelley – Compassion
 - Father Joe Mamich - Compassion
 - Sheri Allport – Citizen
7. REPORTS OF COUNCIL COMMITTEE:
 - SCHOOL BOARD – Mr. Carbone:
 - SOUTHWEST GENERAL HEALTH SYSTEM – Mr. Short:
 - BUILDING AND UTILITIES – Mr. Daymut:
 - COMMUNICATIONS AND TECHNOLOGY – Ms. Kosek:
 - ECONOMIC DEVELOPMENT – Mr. Daymut:
 - FINANCE – Mr. Carbone:
 - PLANNING, ZONING AND ENGINEERING – Mr. Schonhut:
 - PUBLIC SAFETY AND HEALTH – Mr. Short:
 - PUBLIC SERVICE AND CONSERVATION – Ms. Roff:

- RECREATION AND COMMUNITY SERVICES – Ms. Roff:
 - COMMITTEE-OF-THE-WHOLE – Mr. DeMio:
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. 2018-052 by Mayor Perciak and Mr. Schonhut. A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE A REQUEST FOR QUALIFICATIONS AND PROPOSALS FOR ENGINEERING DESIGN AND CONSULTING SERVICES FOR THE CR 188 (HOWE ROAD) AND CR 205 (SHURMER ROAD) ROUNDABOUT PROJECT. *First reading 04-16-18. Second reading 05-07-18.*
 - Resolution No. 2018-073 by Mayor Perciak and All Members of Council. A RESOLUTION DECLARING IT NECESSARY TO IMPROVE HOWE ROAD BETWEEN CERTAIN TERMINI BY CONSTRUCTING SANITARY SEWERS, CATCH BASINS AND MANHOLES, INSTALLING SANITARY SEWER SERVICE CONNECTIONS WHERE THEY DO NOT NOW EXIST, AND REPLACING, WHERE NECESSARY, PAVEMENT, DRIVEWAY APRONS, STORM SEWERS AND CULVERTS, ALL TOGETHER WITH THE NECESSARY APPURTENANCES THERETO, AND DECLARING AN EMERGENCY. *First reading 05-21-18.*
 - Ordinance No. 2018-083 by Mayor Perciak and Mr. Schonhut. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE 2018 DRAKE ROAD STORM SEWER PROJECT IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
 - Ordinance No. 2018-084 by Mayor Perciak and Mr. Schonhut. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL CONSTRUCTION MANAGEMENT SERVICES IN CONNECTION WITH THE TLCI IMPLEMENTATION PROJECT AT PEARL ROAD AND ROYALTON ROAD WITHIN THE TOWN CENTER DISTRICT (Cuy.-STRONGSVILLE TLCI AND PID NO. 106723), AND DECLARING AN EMERGENCY.
 - Ordinance No. 2018-085 by Mayor Perciak and All Members of Council. AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF NOT TO EXCEED \$4,000,000 OF NOTES, IN ANTICIPATION OF THE ISSUANCE OF BONDS, FOR THE PURPOSE OF PAYING COSTS OF IMPROVING STREETS BY RECONSTRUCTING, RESURFACING, GRADING, DRAINING, PAVING AND MAKING OTHER IMPROVEMENTS AS DESIGNATED IN THE PLANS APPROVED OR TO BE APPROVED BY COUNCIL, AND DECLARING AN EMERGENCY.

- Ordinance No. 2018-086 by Mayor Perciak and Ms. Roff. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE PURCHASE OF GENERAL PAVEMENT SERVICES FOR 2018-PHASE II FOR USE BY THE SERVICE DEPARTMENT OF THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Ordinance No. 2018-087 by Mayor Perciak and Ms. Roff. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT AGREEMENT FOR THE COMPLETION OF THE RENOVATION OF TWO LOCKER ROOM/RESTROOM FACILITIES AT THE CITY'S WALTER F. EHRNFELT RECREATION & SENIOR CENTER, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.
- Ordinance No. 2018-088 by Mayor Perciak and All Members of Council. AN ORDINANCE AMENDING CHAPTER 876 "USE OF PUBLIC WAYS BY SERVICE PROVIDERS" OF TITLE TWO OF PART EIGHT OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

Add on:

- Ordinance No. 2018-089 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR IMPROVEMENTS TO VARIOUS STREETS IN THE CITY OF STRONGSVILLE IN CONNECTION WITH THE 2018 PAVEMENT RECONSTRUCTION PROGRAM-PHASE II, AND DECLARING AN EMERGENCY.
- Ordinance No. 2018-090 by Mayor Perciak and Ms. Roff. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A RELEASE AGREEMENT IN CONNECTION WITH THE CONTRACT BOND FOR THE RENOVATION OF LOCKER ROOM/RESTROOM FACILITIES AT THE WALTER F. EHRNFELT RECREATION & SENIOR CENTER, AND DECLARING AN EMERGENCY.

11. COMMUNICATIONS, PETITIONS AND CLAIMS:

- Council approval of delegate list for the 2019 Annual meeting of Southwest General Health District.

12. MISCELLANEOUS BUSINESS:

13. ADJOURNMENT:

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2018 – 052

By: Mayor Perciak and Mr. Schonhut

A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE A REQUEST FOR QUALIFICATIONS AND PROPOSALS FOR ENGINEERING DESIGN AND CONSULTING SERVICES FOR THE CR 188 (HOWE ROAD) AND CR 205 (SHURMER ROAD) ROUNDABOUT PROJECT.

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

Section 1. That the Mayor be and is hereby authorized to advertise a request for qualifications and proposals for engineering design and consulting services for the CR 188 (Howe Road) and CR 205 (Shurmer Road) Roundabout project, in accordance with the documents on file in the office of the City Engineer, which are, in all respects, hereby approved.

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

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

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

President of Council

Approved: _____
Mayor

Date Passed: _____ Date Approved: _____

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Daymut	_____	_____
DeMio	_____	_____
Kosek	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

Attest: _____
Clerk of Council

RES
ORD. No. 2018-052 Amended: _____
1st Rdg. 04-16-18 Ref: P2E
2nd Rdg. 05-07-18 Ref: P2E
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2018 – 073

BY: Mayor Perciak and All Members of Council

A RESOLUTION DECLARING IT NECESSARY TO IMPROVE HOWE ROAD BETWEEN CERTAIN TERMINI BY CONSTRUCTING SANITARY SEWERS, CATCH BASINS AND MANHOLES, INSTALLING SANITARY SEWER SERVICE CONNECTIONS WHERE THEY DO NOT NOW EXIST, AND REPLACING, WHERE NECESSARY, PAVEMENT, DRIVEWAY APRONS, STORM SEWERS AND CULVERTS, ALL TOGETHER WITH THE NECESSARY APPURTENANCES THERETO, AND DECLARING AN EMERGENCY.

WHEREAS, the City Engineer has filed with the Clerk of Council plans, specifications, profiles and an estimate of cost for the improvement described in Section 1;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA, OHIO, AT LEAST THREE-FOURTHS OF ALL MEMBERS ELECTED OR APPOINTED THERETO CONCURRING, THAT:

Section 1. Declaration of Necessity. It is declared necessary to improve Howe Road from a point approximately 250 feet south of its intersection with Falmouth Drive southerly to a point approximately 230 feet north of its terminus at Boston Road by constructing sanitary sewers, catch basins and manholes, installing sanitary sewer service connections where they do not now exist, and replacing, where necessary, pavement, driveway aprons, storm sewers and culverts, all together with the necessary appurtenances thereto (the Improvement).

Section 2. Approval of Plans, Specifications and Estimate of Cost. The plans, specifications, profiles and estimate of cost of the Improvement, prepared by the City Engineer and now on file in the office of the Clerk of Council, are approved. The Improvement shall be made in accordance with, and the grade of the Improvement and of any road shall be the grade as shown on, the plans, specifications and profiles for the Improvement.

Section 3. Further Declarations; Deferred Special Assessments. This Council finds and determines that (i) the Improvement is conducive to the public health, convenience and welfare of this City and the inhabitants thereof, (ii) the lots and lands to be assessed as described in Section 4 are specially benefited by the Improvement and (iii) the Improvement constitutes a coordinated and continuous sanitary sewage collection system improvement and the properties to be improved are so situated in relation to each other that, in order to complete the Improvement thereof in the most practical and economical manner, they should be improved at the same time, with the same kind of materials and in the same manner and, therefore, they shall be treated as a single improvement and included in the same legislation and contract.

This Council further determines that any lot in the future connecting directly or indirectly to the Improvement and which either (i) because of a split, a subdivision or construction of additional improvements thereon, an additional connection or connections is required, or (ii) has not been assessed for the Improvement, shall pay an additional connection charge for such connection in such amount as determined by separate legislation to be enacted by this Council prior to the levying of the final assessments for the Improvement.

Section 4. Special Assessment of Costs of the Improvement. The City shall assume and pay as its portion of the costs of the Improvement the costs of intersections, plus the costs attributable to pavement replacement not otherwise required as part of the sanitary sewer project, plus 25% of the costs of the Improvement (the City Portion). All of the cost of the sanitary sewer service connections and 63.4615% of the remaining costs of the Improvement (together being the Assessment Portion) shall be assessed in proportion to the benefits that may result from the Improvement upon any lot within the City (i) bounding and abutting upon the Improvement between the termini described in Section 1 that are not already served by a public sanitary sewer line and (ii) with respect to which a sanitary sewer service connection will be available for such lot as part of the Improvement as shown in the plans, specifications and profiles for the Improvement. The City shall also assume and pay the costs of the Improvement less the City Portion and the Assessment Portion (such costs being the Connection Charge Portion), it being the intent of this Council that the Connection Charge Portion, including interest thereon, be recouped in the form of additional connection charges as contemplated in Section 3. If any grants are received by the City for the Improvement, the amount thereof shall reduce the Assessment Portion and the Connection Charge Portion on a pro rata basis.

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

Section 6. Estimated Special Assessments. The City Engineer is authorized and directed to prepare and file in the office of the Clerk of Council the estimated special assessments of the cost of the Improvement described in this Resolution. Those estimated special assessments shall be based upon the estimate of cost for the Improvement now on file in the office of the Clerk of Council and shall be prepared pursuant to the provisions of this Resolution. When the estimated special assessments have been so filed, the Clerk of Council shall cause notice of the adoption of this Resolution and the filing of the estimated special assessments to be served in the manner provided by law on the owners of all lots and lands to be assessed.

Section 7. Levy of Special Assessments. The special assessments to be levied shall be paid according to the following payment schedule: in 20 annual installments, with interest on the unpaid principal amount of each special assessment at the same rate or rates of interest as shall be borne under any OWDA Agreement or by any securities to be issued in anticipation of the collection of the total of the unpaid special assessments, or, if an OWDA Agreement is not entered into by the City and such securities are not issued, at the rate or rates of interest determined by this Council when it passes the assessing ordinance levying those assessments; provided, that the owner of any property assessed may pay the special assessment in cash within 30 days after passage of the assessing ordinance.

Section 8. Issuance of Securities. The City does not presently intend to issue securities or enter into an OWDA Agreement in anticipation of the levy of the special assessments or to issue securities or enter into an OWDA Agreement in anticipation of the collection of the special

assessments in annual installments and in an amount equal to the total of the unpaid special assessments. The remainder of the entire cost of the Improvement, after application of the special assessments, shall be paid either by the issuance of securities in the manner provided by law or from other funds available for that purpose.

Section 9. Compliance with Open Meeting Requirements. This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 10. Captions and Headings. The captions and headings in this Resolution are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Sections, subsections, paragraphs, subparagraphs or clauses hereof. Reference to a Section means a section of this Resolution unless otherwise indicated.

Section 11. Declaration of Emergency; Effective Date. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City and for the further reason that this Resolution is required to be immediately effective to provide for the construction of the Improvement, which is needed to eliminate existing and potential hazards to the health and property of the owners of the properties to be assessed by providing sanitary sewage collection service; wherefore, this Resolution shall be in full force and effect immediately upon its adoption and approval by the Mayor.

 President of Council

Approved: _____
 Mayor

Date Passed: _____ Date Approved: _____

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Daymut	_____	_____
DeMio	_____	_____
Kosek	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

Attest: _____
 Clerk of Council

RES
 ORD. No. 2018-073 Amended: _____
 1st Rdg. 05-21-18 Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2018 – 083

By: Mayor Perciak and Mr. Schonhut

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE 2018 DRAKE ROAD STORM SEWER PROJECT IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

WHEREAS, the City has advertised and received bids for the 2018 Drake Road Storm Sewer Project in the City of Strongsville; and

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

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

Section 1. That this Council hereby finds and determines that the bid submitted by **FABRIZI TRUCKING & PAVING COMPANY, INC.**, for the 2018 Drake Road Storm Sewer Project meets the specifications on file in the office of the City Engineer; is in compliance with the applicable requirements for bids and contracts established by the laws of the City and the State; and is the lowest and best bid for the proposed contract. All other bids for this contract are hereby rejected.

Section 2. That the Mayor be and is hereby authorized and directed to enter into a contract with the aforesaid lowest and best bidder in the amount of \$69,550.70, for the 2018 Drake Road Storm Sewer Project in the City of Strongsville, and in a form approved by the Law Director.

Section 3. That the funds for the purposes of this Ordinance have been appropriated and shall be paid from the Drainage Levy 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 make the within improvements to

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2018 – 083
Page 2

provide more efficient drainage in the Drake Road area, improve properties within the City, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

 President of Council

Approved: _____
 Mayor

Date Passed: _____ Date Approved: _____

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Daymut	_____	_____
DeMio	_____	_____
Kosek	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

Attest: _____
 Clerk of Council

ORD. No. 2018-083 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2018 – 084

By: Mayor Perciak and Mr. Schonhut

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL CONSTRUCTION MANAGEMENT SERVICES IN CONNECTION WITH THE TLCI IMPLEMENTATION PROJECT AT PEARL ROAD AND ROYALTON ROAD WITHIN THE TOWN CENTER DISTRICT (Cuy.-STRONGSVILLE TLCI and PID No. 106723), AND DECLARING AN EMERGENCY.

WHEREAS, by and through Resolution No. 2018-002, the Mayor advertised a request for qualifications and proposals for construction management services, including construction contract administration and inspection services for the City's TLCI Implementation Project (Cuy.-Strongsville TLCI and PID No. 106723) (the "Project"); and

WHEREAS, Council previously, through Ordinance No. 2017-182, approved and authorized the Mayor to enter into a LPA Federal Local-LET Project Agreement with the Ohio Department of Transportation for funding of a portion of the Project; and

WHEREAS, pursuant to Revised Code Section 9.332, the Mayor and City Engineer have evaluated the various proposals received for construction management services, have determined the most qualified proposal, and the City has selected and ranked no fewer than three firms which it considered to be most qualified to provide the required professional construction management services; and

WHEREAS, the City has negotiated a contract with **DLZ OHIO, INC.** the firm ranked most qualified to perform the required services in accordance with law, which has been approved by the Ohio Department of Transportation as Agreement No. 106723, and which is now subject to approval by Council; and

WHEREAS, the City 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 proposal submitted by **DLZ OHIO, INC.** for professional construction management and related services in connection with the City's TLCI Implementation Project (Cuy.-Strongsville TLCI and ODOT PID No. 106723), is in compliance with the applicable requirements for proposals and contracts established by the laws of the City and the State of Ohio, as well as those requirements set forth in the City's Request for Qualifications and

Proposals; that said firm is the most qualified firm to perform the construction management services in connection with the Project; that the proposal is the best proposal; that after negotiations, the compensation being requested is deemed to be fair and reasonable; and that the criteria set forth in Ohio Revised Code Sections 9.33 and 9.331–.333 for the selection of professional construction management services and negotiation of a contract have been met. All other proposals for this contract are hereby rejected; and any informalities or minor defects in the proposal process are hereby waived.

Section 2. That, therefore, the Mayor be and is hereby authorized and directed to enter into a contract with **DLZ OHIO, INC.** to provide construction management and related services in connection with the City's TLCI Implementation Project, in accordance with the terms and conditions set forth in the firm's proposal on file with the City Engineer and the contract attached hereto as Exhibit "1" and incorporated herein by reference, which in all respects is hereby approved, and in an amount not to exceed Fifty-Five Thousand Eight Hundred Twenty-Nine Dollars and 00/100 (\$55,829.00).

Section 3. That the funds necessary for this Ordinance have been appropriated and shall be paid from the General Capital Improvement Fund and any other Federal, State or local funds which are available for this purpose.

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 Agreement in order to commence the aforesaid Project in a timely manner, to implement the proposed intersection improvements, to promote highway safety and flow of traffic within the City, meet the obligations imposed for any State and Federal grant funding, 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.

_____	Approved: _____
President of Council	Mayor
Date Passed: _____	Date Approved: _____

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2018 - 084
Page 3

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Daymut	_____	_____
DeMio	_____	_____
Kosek	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

Attest: _____
Clerk of Council

ORD. No. 2018-084 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

May 18, 2018

City of Strongsville
16099 Foltz Parkway
Strongsville, Ohio 44149

Attn: Mr. Ken Mikula, P.E.
City Engineer

Re: Construction Management Services - 2018 TLCI Project

Dear Mr. Mikula,

We are pleased to submit this cost proposal for the 2018 TLCI Project Construction Management and Inspection. Per the Request for Proposal, dated January 22, 2018, DLZ proposes the following level of effort to meet the goals of this project.

SCOPE OF WORK

The scope of work will be in accordance with the Request for Proposal dated January 22, 2018 and included as Attachment "A". Also included is DLZ's summary of the scope on company letterhead. Attachment "A" also includes the signed documents required by the RFP.

SCHEDULE

DLZ understands that the contract will be executed during the 2018 construction season and is projected to take 9 weeks. This 9-week duration includes both work at the intersection of State Route 42 and State Route 82, as well as striping SR 42 and the installation of wayfinding signs. The Contractor is expected to work daytime hours Monday through Friday.

FEE

The fee for this project is based on a cost plus not to exceed price submitted as Attachment "B". This fee was calculated based off the 9-week duration mentioned above, assuming the Contractor is working 40 hours of straight time each week. Our fee is based off a DLZ standard multiplier of 2.8 which is multiplied by the proposed personnel's actual hourly rate to achieve a weighted rate. The fee shows construction management services and project inspection for the entire project.

EX. 11"



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

The fee also shows two weeks' worth of effort for an ODOT Prequalified Traffic & Electrical inspector to be on site with our Project Inspector to verify the wiring and installation of the traffic signals. 16 hours of materials testing was included in the fee which will allow DLZ to perform quality control checks. Daily vehicles were submitted at the standard ODOT rate of \$49 per day for the inspectors.

STANDARD TERMS AND CONDITIONS

DLZ understands that the City of Strongsville will issue a Standard Contract upon acceptance of this proposal.

Thank you for the opportunity to submit this cost proposal. Please don't hesitate to call should you have any questions or comments or require any clarifications.

Respectfully submitted,

DLZ OHIO, INC.

CITY OF STRONGSVILLE

Daniel R. Uhlir, P.E.
Field Services Department Manager

By: _____
Thomas P. Perciak, Mayor

Date: _____

Enclosures: Attachment A – Scope of Work
Attachment B – Cost Plus Not to Exceed Fee

cc: B. Kirkley
G. Bowen
file

**Approved as to legal form only by the
Law Department of the City of Strongsville.**

By _____
Law Director

Date _____



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

SCOPE OF SERVICES

For the CUY-US 42 Strongsville TLCI Project (PID 106723), DLZ will provide services in accordance with ODOT's Construction Administration Manual of Procedures. DLZ will provide an experienced licensed professional engineer as Construction Project Engineer (CPE) to perform construction management and oversee inspection services. The CPE will serve as the City's liaison with the Contractor and ODOT. The CPE will be the City's authorized representative during the construction phase to coordinate, monitor and administer the work of the Contractor, and shall advise and consult with the City regarding all aspects of the Project.

The CPE will assist the City with payment and reimbursables. Any Contract changes or change orders will be negotiated and prepared by the CPE with the input of the City. The CPE will assist the City if a claim were to arise.

DLZ will provide ODOT Prequalified individuals as outlined in the Request for Proposal to oversee and document the Contractor's work and daily activities. The responsibilities of these individuals will include materials management, project documentation, monitoring prevailing wage compliance, confirming EEO and DBE contract compliance, and quality control materials testing as needed.

Upon completion of the project, the CPE and field staff will develop a punch list, agree to final quantities, approve the final invoice, and prepare project closeout documents. The CPE will schedule the final walkthrough with ODOT. All project-related documents will be available to ODOT or the City for the LPA contract Administration Evaluation.

January 22, 2018 Posting Date
CUY-STRONGSVILLE TLCI
PID No. 106723
City of Strongsville
Response Due Date: February 23, 2018

Communications Restrictions

Please note the following policy concerning communication with the City of Strongsville during the programmatic announcement and selection process:

- During the time period between the advertisement and the announcement of final consultant selections, the City will not communicate with consultants (or their agents) regarding the status of the selection process, or entertain any communications related to marketing, etc.
- Final Plans will be available for viewing by appointment only with the Engineer's Office of the City of Strongsville, 440-580-3120.

Project Description

The City of Strongsville is requesting sealed and marked Letters of Interest (LOI) from qualified firms to provide Construction Management Services including Construction Contract Administration and Construction Inspection Services, in connection with the City's proposed TLCI Implementation Project. The proposed Project will consist of removing and replacing traffic signals, upgrading pedestrian signals, installing pedestrian refuge islands and cross walks, and installing way finding signs, at various locations in the City of Strongsville in Cuyahoga County.

Estimated Construction Cost: \$470,205. The City of Strongsville is an Equal Opportunity Owner/Employer.

Prequalification Requirements

Prequalification requirements for this agreement are listed below. For all prequalification categories other than Cost Accounting - Unlimited the requirement may be met by the prime consultant or a subconsultant.

Also, please note that only individuals (not firms) are prequalified construction inspection activities. In instances where prequalification for these services is required, a prequalified individual, either employed by the prime consultant or a subconsultant, must be named in order to meet the requirement.

For agreements that require prequalification in Cost Accounting - Unlimited, the prime consultant and **all subconsultants that provide engineering and design related services** must be prequalified in this category. Engineering and Design Related Services are defined as follows:

Program management, construction management, feasibility studies, preliminary engineering, design engineering, surveying, mapping, or architectural related services with

respect to a highway construction project subject to 23 U.S.C. 112(a) as defined in 23 U.S.C 112(b)(2)(A); and

Professional services of an architectural or engineering nature, as defined by State law (ORC 5526), which are required to or may logically or justifiably be performed or approved by a person licensed, registered, or certified to provide the services with respect to a highway construction project to 23 U.S.C. 112(a) and defined in 40 U.S.C. 1102(2).

CONSTRUCTION INSPECTION AND ADMINISTRATION:
Construction Management Firm

COST ACCOUNTING SYSTEM
Unlimited (Prime consultant and subconsultants that provide engineering and design related services must meet this prequalification requirement)

Selection Subfactors

For this agreement, prequalification of individuals in construction inspection/administration categories is not required, but actual prequalification of individuals and partial completion of the requirements will be considered in the selection rating. Refer to the Scope of Services document for the approximate number of personnel required for the various categories. Provide resumes for proposed staff including prequalification status, and if not prequalified, a summary of requirements partially or completely met. The Construction Management Firm and Unlimited Cost Accounting categories will remain where applicable.

This improvement is being constructed as an LPA Federal Local Let Project by the City of Strongsville and is to be partially funded with Federal funds. The construction management and inspection services should be performed in accordance with all applicable federal and state laws and regulations with oversight by ODOT. Prospective consultants shall demonstrate prior experience with management and inspection of Local-let Federal projects of a similar nature and complexity.

Contract Type and Payment Method

Refer to the ODOT's Manual for Administration of Contracts for Professional Services, Volume 1: Consultant Contract Administration, Sections 4.3.A and 4.3.B for guidance concerning the appropriate contract type and payment method. Based on this guidance, contract type and payment method will be determined during the scope of services and negotiation process.

Estimated Date of Authorization

It is anticipated that the selected Consultant will be authorized to proceed by April 2018.

Project Schedule

The project will be constructed during the 2018 calendar year.

Disadvantaged Business Enterprise (DBE) Participation Goal

N/A

Suspended or Debarred Firms

Firms included on the current Federal list of firms suspended or debarred are not eligible for selection.

Terms and Conditions

The Department's Specifications for Consulting Services 2016 Edition will be included in all agreements selected under this request for letters of interest.

Compliance with Title VI of the Civil Rights Act of 1964

The City of Strongsville, in accordance with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all bidders including disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, disability, low-income status, or limited English proficiency in consideration for an award.

Selection Procedures

Based on the Letters of Interest, the City will invite a selected number of firms for interviews at the City of Strongsville. The requirements for the LOI and the Programmatic Consultant Selection Rating Form that will be used to select the consultants for interview are shown below.

Firms interested in being considered for selection should respond by submitting two (2) copies of the Letter of Interest to the following address **by 4:30 PM on the response due date** listed above.

**Mr. Ken Mikula, P.E.
City of Strongsville Engineer
16099 Foltz Parkway
Strongsville, Ohio 44149-5598**

Responses received after 4:30 PM on the response due date will not be considered.

Scope of Services

The Scope of Services document is included below.

Requirements for Letters of Interest, Programmatic Selection Process

- A. Instructions for Preparing and Submitting a Letter of Interest
1. Provide the information requested in the Letter of Interest Content (Item B below), in the same order listed, in a letter signed by an officer of the firm. Do not send additional forms, resumes, brochures, or other material.
 2. Letters of Interest shall be limited to ten (10) 8½" x 11" single sided pages plus

two (2) pages for the Project Approach (Item B.5 below).

3. Please adhere to the following requirements in preparing and binding letters of interest:
 - a. Please use a minimum font size of 12-point and maintain margins of 1" on all four sides.
 - b. Page numbers must be centered at the bottom of each page.
 - c. Use 8½" x 11" paper only.
 - d. Bind letters of interest by stapling at the upper left hand corner only. Do not utilize any other binding system.
 - e. Do not provide tabbed inserts or other features that may interfere with machine copying.

B. Letter of Interest Content

1. List the types of services for which your firm is currently prequalified by the Ohio Department of Transportation.
2. List significant subconsultants, their current prequalification categories and the percentage of work to be performed by each subconsultant.
3. List the Project Manager and other key staff members, including key subconsultant staff. Include project engineers for important disciplines and staff members that will be responsible for the work, and the project responsibility of each.

Address the experience of the key staff members on similar projects, and the staff qualifications relative to the selection subfactors noted.
4. Describe the capacity of your staff and their ability to perform the work in a timely manner, relative to present workload, and the availability of the assigned staff.
5. Provide a description of your Project Approach, not to exceed two pages. Confirm that the firm has visited the site and address your firm's: 1) Technical approach; 2) Understanding of the project; 3) Qualifications for the project; 4) Knowledge and experience concerning relevant ODOT and local standards, procedures and guidance documents; 5) Innovative ideas; 6) Project specific plan for ensuring increased quality, reduced project delivery time and reduced project costs.

Items 1 thru 4 must be included within the 10-page body of the Lol. Remaining space within the ten (10) pages may be utilized to provide personnel resumes or additional information concerning general qualifications.

**CITY OF STRONGSVILLE
CONSULTANT SELECTION RATING FORM**

Project: CUY-STRONGSVILLE
 TLCI
 PID: 106723
 Project Type: Construction Engineering
 District: 12

CATEGORY	TOTAL VALUE	SCORE
<i>MANAGEMENT & TEAM</i>		
Project Manager	10	
Strength/Experience of Assigned Staff Including, Field Engineer, Consultants and Subconsultants	25	
Firms current workload/availability of personnel	10	
Consultant's Past Performance	30	
Project Approach	25	
Total	100	

SELECTION PROCESS

Based on the Letters of Interest, the City will invite a selected number of firms to interview at the City of Strongsville. The consultants will be ranked based on the Letters of Interest and the interview and within the sole discretion of the City, considering such factors, but not by limitation, as the competence, current workload, past experience and performance, and financial responsibility of the various proposers as required under law. The top ranked consultant will develop and submit their construction management and inspection fees based on a detailed Scope of Services that will be developed in conjunction with the City of Strongsville and ODOT.

After determining the most qualified firm, the City will attempt to negotiate an acceptable maximum contract fee for the work based on the final Scope of Services. This fee and agreement will be placed before the City Council of the City of Strongsville for approval. If the firm and City are unable to reach an agreement, the City will then negotiate for these services with the second ranked firm. If unsuccessful with the second ranked firm, then the City will negotiate with the third ranked firm to reach an agreement.

The City reserves the right to reject any or all proposals, modify or postpone the proposed scope of services, or accept the proposal that, in the City's sole judgment, is in its best interest. The City also reserves the right to waive any minor defects or informalities in the proposal process.

ADDITIONAL REQUIREMENTS FOR SELECTED CONSULTANT

The Consultant selected must carry insurance policies in sufficient amounts to be determined by the City, which hold the City and ODOT, their elected and appointed officials, and employees harmless from claims, suits, etc., of the firm's employees or equipment used for the Project on those items listed in the Scope of Services. In addition, coverage must be provided to protect itself from claims under worker's compensation acts; claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of its employees or of any person other than employees; and from destruction of tangible property including loss of use resulting therefrom; and from claims arising out of the performance of professional services caused by any errors, omissions, or negligent acts for which the firm may be legally liable. The City of Strongsville, and ODOT shall be listed as additional insureds on a policy in amounts to be set by the City. The successful proposer also must fully comply with the financial responsibility and assurance required by Ohio Revised Code Section 9.33 – 9.333.

SCOPE OF SERVICES

**CITY OF STRONGSVILLE
CONSTRUCTION ADMINISTRATION, INSPECTION, AND MATERIALS
MANAGEMENT SCOPE OF SERVICES**

Project Specific Services

Project Name	CUY-US 42-STRONGSVILLE TLCI
PID	106723
Project Description	The proposed Project will consist of removing and replacing traffic signals, upgrading pedestrian signals, installing pedestrian refuge islands and cross walks, and installing way finding signs, at various locations in the City of Strongsville in Cuyahoga County.
Work Description	Construction Management Services including Construction Contract Administration and Construction Inspection Services.
Scope of Services Meeting Date	

I. GENERAL REQUIREMENTS

Provide services in accordance with ODOT's Construction Administration Manual of Procedures, 2013 or latest revision.

Consultant must also make itself familiar with the LPA Agreement between Strongsville and ODOT and meet the requirements of this document.

The Consultant shall also manage the LPA agreement process and all project coordination with ODOT, including the process for the receipt of state and federal funds, and for the review and distribution of those funds to sub-consultants in accordance with the appropriate agreements, including but not limited to Federal NOACA funds and LPA Construction Contract Administration Agreements.

The consultant shall provide an experienced licensed professional engineer as Construction Project Engineer (CPE) to perform construction management and oversee inspection services. The CPE shall serve as the City's liaison with the Contractor working through the Contractor's superintendent and assist him/her in understanding the detailed scope and intent of the contract documents. The CPE shall also assist the City in the bidding process, and contractor selection process, as set forth herein.

II. SCOPE OF WORK

Provide a project team including personnel that meet the following prequalification categories:

ODOT Prequalification Category	Approximate Number Required	Notes
Project Inspector	1	
Structures Inspector		
Coatings Inspector		
Traffic & Electrical Inspector	1	
Soils & Aggregate Inspector		
Construction Engineer Level 1	1	
Construction Engineer Level 2	1	

Non-Prequalified Personnel	Approximate Number Required	Notes
Documentation Clerk		
Other		

The services may include:

A. Construction Contract Administration Duties

The performance of engineering and supervisory duties, administration, inspection and materials management required in the administration of a Federal Aid construction contract, as defined in the Ohio Department of Transportation (ODOT) Construction Inspection Manual of Procedures, and in accordance with the Construction and Materials Specifications (CMS), and construction contract specific requirements.

The services of the CPE shall consist of coordinating all aspects of the construction of the project for the City of Strongsville, in accordance with the plans and specifications and the LPA Federal Local Let Project Agreement. Further, the CPE complies with all directives issued by the ODOT Construction Monitor (CM) and the City of Strongsville Engineer. The City of Strongsville Engineer has authority over all decisions regarding design issues. The Construction Management Phase will commence with a written "Notice to Proceed" upon execution of the Contract and terminate upon issuance of the Final Certificates for Payment for the Project by the City. The physical construction phase will commence with a "Notice to Proceed" to the Contractor when directed by the City. The CPE will be the City's authorized representative during the construction phase to coordinate, monitor and administer the work of the Contractor, and shall advise and consult with the City regarding all aspects of the Project. The CPE will have the authority to act on behalf of the City consistent with the terms and conditions set forth in the Agreement. The ODOT CM and the CPE's contact is the City of Strongsville Engineer.

The table below includes the specific services required for this agreement.

		Responsibility
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PRIMARY TASK	ODOT Oversight	LPA	CONSULTANT	NOTES
POST AWARD				
X Preconstruction Conference	X		X	
ACTIVE PROJECT ADMINISTRATION				
Provide fully equipped office near the project corridor.			X	
Daily Field Engineering, testing, and Inspection.	X		X	
MATERIALS MANAGEMENT, TESTING AND CERTIFICATION				
Asphalt, Concrete & Aggregate Producer/Supplier Monitoring	X		X	
Asphalt, Concrete & Aggregate Field Testing			X	
Field Inspection of Materials from ODOT Certified Sources			X	
Review and approve mix designs, shop drawings, and catalog cuts.			X	
Monitoring and Documentation of Materials Management Process	X		X	
PROJECT DOCUMENTATION				
Daily Diaries			X	
Documentation of Quantities, Completed & Accepted			X	
Prepare, sign, and distribute all construction correspondence.			X	
Monitoring of Project Documentation	X		X	
ACTIVE PROJECT MANAGEMENT				
Progress Meetings	X		X	
Coordinate and monitor contractor's work.			X	

Ensure compliance with applicable health and safety requirements.			X	
Resolve all vibration, noise, and dust complaints from the public.			X	
Coordinate and resolve all traffic related issues, including drive access.			X	
Schedule Tracking and Updates	X		X	
PAYMENT & REIMBURSEMENTS				
Contractor Payment			X	
Summary of Progressive Payment			X	
Invoice and Reimbursement Preparation			X	
Review and Approval of Reimbursement Request	X	X		
CONTRACT CHANGES				
Negotiation and Preparation of Change Orders			X	
Concurrence on significant Change Orders for Reimbursement	X	X		
CLAIMS MANAGEMENT				
Claims Negotiation and Approval of Resolution			X	
Approval of Funding for Resolution	X		X	
Monitoring and Documentation of Claims Management Process	X		X	
PREVAILING WAGE COMPLIANCE				
Wage Interviews, Payroll Reviews			X	
Resolution of Underpaid Wages			X	
Monitoring and Documentation of Prevailing Wage Compliance Process	X		X	

EEO AND DBE CONTRACT COMPLIANCE				
EEO/DBE Contract Requirements			X	
Bulletin Board Monitoring			X	
Review and Approval of Contractor DBE Waivers	X		X	
Commercially Useful Function Reviews			X	
Monitoring and Documentation of LPA's EEO and DBE Compliance Process	X		X	
PROJECT FINALIZATION				
Final Inspection and Acceptance	X	X	X	
Resolution of Punch list Items			X	
Agreement of Final Quantities, Payment			X	
Final Payment to Contractor, Release of Responsibility			X	
Preparation of Project Closeout Documents			X	
Review and Approval of Finalization Documents	X		X	
Completion of LPA Contract Administration Evaluation	X		X	

B. Inspection/Testing Equipment as listed below:

Inspection/Testing Equipment	Approximate Number Required	Notes
Nuclear Density Gauge and related tools.	1	
Concrete Control Kit to perform tests ASTM C-231, ASTM C-173, ASTM C-138 and ASTM C-143.	1	
Paint Inspection Kit in accordance with CMS 514.05.		
The type and number of vehicles, either cars or trucks, for use on-site.	1	

C. If included above or requested in writing, provide a documentation clerk as follows:

1. Job Duties

Performs specialized clerical tasks (e.g. searches records, gathers & organizes data, information & summarizes in preliminary reports; checks accuracy, clarifies discrepancies & certifies final data, possesses Microsoft Word and spreadsheet skills to produce basic reports and basic data entry). Performs general clerical tasks (e.g. maintains files; sorts and routes mail; answers phones, greets visitors; orders & stocks supplies; maintains calendar; makes copies; prepares materials for mailing; schedules meetings). Prepares and maintains construction project records and reports by entering information into Site Manager (e.g. prepares daily construction diaries by compiling information from the inspectors reports, prepares monthly project status reports, compiles data from records for accurate submission of contract information. Performs other miscellaneous duties as assigned by the Project Engineer.

2. Qualifications

- a. High school diploma or GED.
- b. Formal education in arithmetic that includes addition, subtraction, multiplication, division, fractions, percentages & decimals, reading, writing and speaking common English vocabulary.
- c. Two (2) years training and/or experience in office practices and procedures, including use of Microsoft Word and spreadsheets.

III. COMPENSATION

A. The City of Strongsville shall make payment based on actual hours worked by the Consultant's employees, excluding sick leave, personal leave, and vacation. Payment for holidays will not be made unless the Consultant is required to work; in such case, the holiday will be considered a regular work day and will be paid at the regular hourly rate, unless the forty (40) hour work week requirement has been met as described in the following Paragraph (B). Work in excess of forty (40) hour work week must be approved by the City of Strongsville prior to being incurred.

B. If applicable, overtime will be paid for all hours worked over a total of forty (40) on a weekly basis, including core working hours and eligible driving time. Payment for eligible overtime shall be commensurate with the Consultant's personnel policies. Specifically, companies that treat overtime premium as a direct cost may bill directly for overtime plus any applicable premium rate (e.g., time and a half for each hour of overtime worked). Conversely, companies that treat overtime premium as an indirect cost (overhead) must bill/invoice overtime hours at the straight-time pay rate.

IV. INVOICING

The Consultant shall submit an invoice each month. ODOT's standard invoice form shall be used.

V. CONSULTANT STAFF REQUIREMENTS

The Consultant shall assign only qualified personnel to the project. The Consultant shall remove any employee who, in the determination of the City of Strongsville does not perform the work in accordance with the Manual of Procedures, the Construction and Materials Specifications (CMS), and construction contract specific requirements.

Should the Consultant fail to remove the employee or employees as required, or fail to furnish suitable and sufficient personnel for proper performance of the work, the City of Strongsville may withhold payment of invoices submitted by the Consultant until corrective measures are taken. If the Consultant fails to comply, the City of Strongsville may make a finding to that effect and so notify the Consultant in writing that the Agreement is terminated in accordance with Section 2.43 of the "Specifications for Consulting Services, 2010 Edition."

VI. REPORT-IN LOCATIONS AND TRAVEL REGULATIONS

The report-in location for Consultant personnel shall be the project field office or a location at the project site designated by the City of Strongsville. No compensation will be provided for commuting to and from the report-in location. Consultants that provide leased or company owned vehicles for use on site shall be compensated on a daily rate basis. If company owned vehicles are provided, the Consultant's indirect cost pool shall be credited for the daily rate reimbursement.

VII. SERVICES BY THE CITY OF STRONGSVILLE

- A. The City of Strongsville will make available to the Consultant the necessary plans, specifications, copy of the proposal and other documents as required.
- B. The City of Strongsville will provide the Consultant with documentation requirements including inspection report forms needed for computation, reporting, record keeping and field testing.

VIII. ODOT CONSTRUCTION INSPECTION/ADMINISTRATION PREQUALIFICATION POLICY - REQUIREMENTS FOR INTERIM WORK STATUS

In an effort to assist individuals in becoming prequalified with ODOT to provide construction inspection and administration services, the City of Strongsville will allow individuals that lack only the experience requirement to work on an interim basis. In this way, individuals that meet the Degree/Certifications requirements can gain experience towards full prequalification. In this type of arrangement, the prime consulting firm will remain responsible for the quality of the work, and must actively supervise the individual and monitor the work being performed. This process is limited to the following prequalification categories and subject to the requirements listed below.

- A. Project Inspector
 - 1. The individual must meet all Degree/Certifications requirements except that Level 1 NICET certification is acceptable. Level 2 NICET certification will still be required for full prequalification.

2. The individual must work under the direct supervision of a Construction Engineer Level 2 on a project that includes at least one other prequalified project inspector working on a full time basis.
- B. Construction Engineer Level 1
1. The individual must met all Degree/Certifications requirements.
 2. The individual must work under the direct supervision of a Construction Engineer Level 2 on a project with construction costs less than \$2,000,000.

When submitting a letter of interest for a project in which this arrangement is proposed, the firm must list employees proposed to work on this basis and demonstrate that the above requirements have been met.

COMPLETION TIME:

Anticipated Authorization to Proceed is April 2018, and Construction Engineering, Administration, Inspection and Testing services completion is December 31, 2018. The Consultant's progress schedule shall reflect these dates.

TYPE OF AGREEMENT AND FEE PROPOSAL:

NO FINANCIAL TERMS OR FINANCIAL PROPOSAL WILL BE PRESENTED AT THIS TIME IN ACCORDANCE WITH LAW. A price proposal will later be requested from the highest ranked firm. The price proposal and agreement will be in accordance with ODOT standards and requirements.

COMPLIANCE WITH CERTAIN FEDERAL AND STATE LAWS:

Proposers shall comply with applicable anti-terrorism requirements; reporting and other provisions of O.R.C. 9.23-9.239 regarding reporting obligations with respect to the State Auditor; and also with respect to the amended requirements of O.R.C. Section 3517.13 regarding limitations and restrictions on contributions to campaign committees of certain City officials.

OTHER REQUIRED PROPOSAL DOCUMENTS:

The following attached documents also must be fully completed, executed and returned with each Proposal:

1. Statement as to Interested Parties
2. Non-Collusion Affidavit
3. Delinquent Personal Property Statement
4. Affirmative Action Certificate

5. Declaration and Representation In Accordance With O.R.C. §9.24 (Unresolved Findings for Recovery)
6. Certification and Representations In Accordance With O.R.C. §3517.13 (As Amended)
7. The Proposal itself must be executed by the Proposer

AFFIDAVIT

STATE OF Ohio)
) SS:
COUNTY Franklin)

Robert P. Kirkley, whose title is President, being first duly sworn, deposes and says that he/she is the sole owner, authorized partner, or authorized officer or agent of DLZ Ohio, Inc., the party making the enclosed Proposal, and says further that said Robert P. Kirkley (sole owner, authorized partner, or authorized officer or agent) is/are the only party/parties interested in the profits of any Contract which may result from the herein contained Proposal; that said Proposal is made without any connection or interest in the profits thereof with any other person making any other Proposal for said work; that no member of the City Administration, head of any department or division or employee therein, or any officer of the City of Strongsville, Ohio, is directly or indirectly interested therein; that said Proposal is genuine and not collusive or sham; that said Proposer has not colluded, conspired, connived, or agreed, directly or indirectly, with any other Proposer or person to put in a sham Proposal or that such person shall refrain from proposing, and has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any person, to fix the proposal price of Affiant or of that of any other Proposer, or to fix any overhead, profit, or cost element of said Proposal price or of that of any other Proposer, or to secure any advantage against the City of Strongsville, Ohio; that such Proposer has not, directly or indirectly submitted this Proposal, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof; and further says that all statements made by him/her in said Proposal are true.

Affiant further says that the list of individuals, partners, or officers and shareholders submitted herewith is made a part hereof as though fully rewritten herein.

[Signature]
Affiant

SWORN TO AND SUBSCRIBED BEFORE ME, a Notary Public, on this 20th day of February, 2018

[Signature]
Notary Public



DEBRA M. BECK
Notary Public, State of Ohio
My Commission Expires 08-03-18

STATEMENT AS TO INTERESTED PARTIES

STATE OF Ohio)
) SS:
COUNTY Franklin)

Robert P. Kirkley, being first duly sworn, deposes and says:

INDIVIDUAL ONLY: That he/she is an individual who is doing business under the name of _____, at _____ in the City of _____, State of _____.

PARTNERSHIP OR LIMITED LIABILITY COMPANY ONLY: That he/she is the duly-authorized representative of a _____ (general/limited) partnership or limited liability company which is doing business under the name of _____ in the City of _____, State of _____.

Affiant further states that the following is a complete and accurate list of the names and addresses of the members of said partnership or limited liability company, whether they are general or limited partners or company members:

CORPORATION ONLY: That he/she is the duly-authorized President of DLZ Ohio, Inc., a corporation organized and existing under the laws of the State of Ohio or a foreign corporation licensed to conduct business in the State of Ohio, and that he/she is submitting herewith a Proposal to the City of Strongsville in conformity with the foregoing Specifications.

Affiant further says that the following is a complete and accurate list of the names and addresses of all persons interested in said proposed Contract including the names and addresses of all shareholders owning more than 5% of the capital stock of said corporation.

DLZ National, 6121 Huntley Road,
Columbus, Ohio 43229

Affiant further says that the following is a complete and accurate list of the officers, directors and attorneys of said corporation:

President: Robert P. Kirkley

Directors: Vikram Rajadhyaksha
Ram Rajadhyaksha
Shyam Rajadhyaksha
Robert P. Kirkley

Vice President: Manoj Sethi; Tom Sisley; Tanya Arsh; Barry Wong;
Vickie Wildeman; Barry Lubow; Ram Rajadhyaksha, Shyam Rajadhyaksha

Secretary: Ram Rajadhyaksha

Treasurer: Shyam Rajadhyaksha

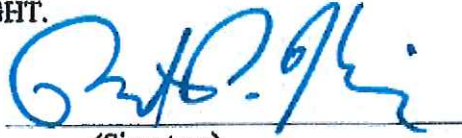
Manager/Agent N/A

Attorneys: Barry Lubow

and that the following officers are duly authorized to execute contracts on behalf of said corporation:


<u>NAME</u>	<u>TITLE</u>
<u>All Above Officers, Directors and Attorneys</u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>

FURTHER AFFIANT SAYETH NAUGHT.



 (Signature)

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE THIS 20th day
 of February, 2018.



 (Notary Public)



DEBRA M. BECK
 Notary Public, State of Ohio
 My Commission Expires 08-03-18

NON-COLLUSION AFFIDAVIT

STATE OF Ohio)
) SS:
COUNTY Franklin)

Robert P. Kirkley, being first duly sworn, deposes and says that
he/she is President of the party making the foregoing
(Title)

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

[Signature]
Affiant

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE THIS
20th day of February, 2018.

[Signature]
Notary Public



DEBRA M. BECK
Notary Public, State of Ohio
My Commission Expires 08-03-18



DEBRA M. BECK
Notary Public, State of Ohio
My Commission Expires 08-03-18
Notary Public

Debra M Beck

AFFIRMATIVE ACTION CERTIFICATE

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

Company: DLZ Ohio, Inc.

By: *[Signature]*

Date: 2-20-2018

**CERTIFICATION AND REPRESENTATIONS
CONCERNING CAMPAIGN CONTRIBUTIONS TO CITY OFFICIALS**

In accordance with City policy and consistent with the intent of provisions of Ohio Revised Code Section 3517.13 as amended, the undersigned contractor/bidder hereby certifies and represents to the City that neither it nor any of the following have during the past two (2) years made individual contributions exceeding \$1,000.00 to any City officials or their campaign committees who have or would be involved in awarding the contract, bid or purchase order being proposed or entered into: (i) an individual; or (ii) partner or owner of partnership or unincorporated association; (iii) shareholder of association; (iv) more than 20% shareholder if a corporation; (v) administrator of estate; (vi) executor of estate; (vii) trustee of trust or; (viii) spouse of any of the above.

The undersigned further understands and acknowledges that the City can confirm and verify the above information; and that if any of these certifications or representations are false, then the City will have the discretion to prohibit and disqualify the undersigned from being awarded a contract, bid or purchase order by the City for goods or services exceeding \$500.00 in value during any calendar year.

CONTRACTOR/BIDDER

DLZ Ohio, Inc.
By: 
Title: President
Date: 2-20-2018

STATE OF Ohio)
) SS:
COUNTY OF Franklin)

SWORN TO AND SUBSCRIBED before me this 20th day of February, 2018.



DEBRA M. BECK
Notary Public, State of Ohio
My Commission Expires 08-03-18

Debra M Beck
Notary Public

**DECLARATION AND REPRESENTATION
IN ACCORDANCE WITH O.R.C. §9.24
(Unresolved Findings for Recovery)**

In accordance with provisions of Ohio Revised Code Section 9.24, the undersigned proposer/contractor hereby certifies and represents to the City that it does not currently have any unresolved findings for recovery against it pending with the Ohio Auditor of State. The undersigned further understands and acknowledges that pursuant to law, the City, as owner, will conduct a search of the Auditor of State's available database to verify the within information; and further that if the undersigned proposer/contractor appears on the list indicating that there are one or more unresolved findings for recovery, then it will be prohibited under law and disqualified from being awarded a contract for goods, services or construction paid for in whole or in part with state funds. Such findings may also be considered by the City in determining the lowest and best bidder/contractor, even if no state funds are involved.

PROPOSER/CONTRACTOR

DLZ Ohio, Inc.
By: Chad P. Grij
Title: President
Date: 2-20-2018

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

SWORN TO AND SUBSCRIBED before me this 20th day of February,
2018.



DEBRA M. BECK
Notary Public, State of Ohio
My Commission Expires 08-03-18

Debra M Beck
Notary Public

DETAILED BREAKDOWN OF PROPOSED TOTAL HOURS, PERSONNEL CATEGORIES,
AND LABOR RATES FOR
CUY-US 42 Strongsville TLCI Project (PID #106723)
Prepared for the City of Strongsville
Prepared by DLZ Ohio, Inc.

DLZ Overhead: 155.02%
Profit: 10%
Multiplier: ((155.02%+100%)*10%)+(155.02%+100%) = 2.80

DLZ Rates (based off 2.80 multiplier)
Proj Mgr, PE (CPE) \$137.20 ODOT Project Inspector \$78.40
Construction Engineer, EIT (CE1) \$84.53 ODOT Traffic & Electrical Inspector \$103.60

This fee proposal was based on the following schedule:

Intersection Work: Monday thru Friday for 6 Weeks
(5 days x 6 weeks = 30 days)

Wayfinding Signs: Monday thru Friday for 1 week (5 days)
Contingency of 10 days Mon - Friday for miscellaneous Contractor work (10 days)
Total days accounted for = 45 days (9 weeks)

Task Description	Project Manager (CPE)	Const. Engineer (CE1)	Project Inspector (Straight Time)	Traffic/Elec. Inspector (Straight Time)	Total Hours	Labor Costs
Pre-Construction Services						
Pre-Construction Meeting	2	1	1		4	\$437
Create Project Bill of Materials		2			2	\$169
Pre-Construction Services						
Construction Services						
CPM Scheduling Weekly Monitoring and Review (0.5 hrs/week)		4			4	\$338
Management of Construction (CPE: 2hrs/wk) (CE1: 5hrs/week)	18	45			63	\$6,274
Review Contractor Submissions (Up to 10: 1hr/each)		10			10	\$845
Bi-Weekly Construction Progress Meetings - (4 Meetings)	4	8	4		16	\$1,539
Review and Approve Contractor Pay Estimates (3 Estimates)	3	6	3		12	\$1,154
Prepare and Approve Contractor Change Orders (Up to 4)	2	4	4		10	\$926
Project Document Control (2hrs/week)		18			18	\$1,522
Full time Project Inspection (45 days @ 8hrs/day)			360		360	\$28,224
Two weeks of Traffic & Electrical Inspection (10 Days @ 8rs/day)				80	80	\$8,288
Material Acceptance Testing (4 hrs/wk for 4 weeks)			16		16	\$1,254
Construction Services						
Post Construction Services						
Develop and Address Punch List		1	8		9	\$712
Project Final Walk Through	1	1	1		3	\$300
Final Close Out Document Preparation	1	12			13	\$1,152
Post Construction Services						
Direct Costs						
Project Inspector Company Truck (ODOT Rate \$49/day x 45 days)					25	\$2,163
Traffic & Electrical Inspector Company Truck (ODOT Rate \$49/day x 10 days)						\$490
Direct Costs						
						\$2,695
Construction Services						\$50,364
Post Construction Services						\$2,163
Total						\$55,829

TOTAL FEE PROPOSAL FOR CA/CI SERVICES: \$55,829

- (e) Professional Liability Insurance (including errors and omissions) in an amount of \$1,000,000 per claim and annual aggregate, provided that such coverage shall be maintained for a period of not less than two (2) years after completion of the construction of the Project.

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

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

5. INCORPORATION BY REFERENCE. The following documents, or specified portions thereof, are hereby incorporated into and made a part of this Addendum as though expressly rewritten herein:

- (a) The Department of Transportation's "Specifications for Consulting Services, 2010 Edition"
- (b) The attached Scope of Services
- (c) The Invoice and Project Schedule
- (d) The most current Office of Budget and Management Travel Policy as published on the State of Ohio website (<http://obm.ohio.gov/MiscPages/TravelRule>)

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

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

Consultant shall include a same or similar indemnity provision in each of its contracts with any approved consultant, subconsultant, and subcontractor, which requires that such person or entity defend, indemnify and hold harmless the City, its officers and employees from all loss,

damage, cost, or expense to the extent caused by the negligence, error, omission, or willful or wanton misconduct of such person or entity.

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

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

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

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

If to City:
City Engineer
City of Strongsville
16099 Foltz Parkway
Strongsville, Ohio 44149
with a copy to the Law Director

If to Consultant:
Daniel R. Uhlir, P.E.
Field Services Department Manager
DLZ Ohio, Inc.
1000 Rockefeller Building
614 West Superior Avenue
Cleveland, Ohio 44113

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

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

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

Consultant shall have no authority whether express, implied, apparent or otherwise to bind or obligate the City in terms of any third parties.

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

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

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

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

Acceptance of the terms of this Addendum is acknowledged by both Consultant and City through the following signatures of their respective authorized representatives.

“CITY”
CITY OF STRONGSVILLE

“CONSULTANT”
DLZ OHIO, INC.

By: _____
Signature

By: _____
Signature

Thomas P. Perciak, Mayor
Typed Name/Title

Daniel R. Uhlir, P.E
Typed Name/Title

Date of Signature

Date of Signature

CERTIFICATION OF FUNDS

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

Date

Director of Finance

CERTIFICATE OF LAW DIRECTOR

I hereby certify that I have reviewed and approved the form of the foregoing Contract this
_____ day of _____, 2018.

Neal M. Jamison, Law Director

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2018 – 085

BY: Mayor Perciak and All Members of Council

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF NOT TO EXCEED \$4,000,000 OF NOTES, IN ANTICIPATION OF THE ISSUANCE OF BONDS, FOR THE PURPOSE OF PAYING COSTS OF IMPROVING STREETS BY RECONSTRUCTING, RESURFACING, GRADING, DRAINING, PAVING AND MAKING OTHER IMPROVEMENTS AS DESIGNATED IN THE PLANS APPROVED OR TO BE APPROVED BY COUNCIL, AND DECLARING AN EMERGENCY.

WHEREAS, the Director of Finance, as fiscal officer of the City, has certified to this Council that the estimated life or period of usefulness of the improvement described in Section 1 is at least five years, the estimated maximum maturity of the Bonds described in Section 1 is 15 years and the maximum maturity of the Notes described in Section 3, to be issued in anticipation of the Bonds, is 240 months from their date of issuance;

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

Section 1. Authorized Principal Amount of Anticipated Bonds and Purpose. It is necessary to issue bonds of the City in an aggregate principal amount not to exceed \$4,000,000 (the Bonds) for the purpose of paying costs of improving streets by reconstructing, resurfacing, grading, draining, paving and making other improvements as designated in the plans approved or to be approved by Council.

Section 2. Estimated Bond Terms. The Bonds shall be dated approximately June 1, 2019, shall bear interest at the now estimated rate of 5% per year, payable semiannually until the principal amount is paid, and are estimated to mature in 15 annual principal installments on December 1 of each year that are in such amounts that the total principal and interest payments on the Bonds in any fiscal year in which principal is payable are substantially equal. The first interest payment on the Bonds is estimated to be December 1, 2019, and the first principal payment on the Bonds is estimated to be December 1, 2020.

Section 3. Authorized Principal Amount of Notes; Dating; Interest Rate. It is necessary to issue and this Council determines that notes in an aggregate principal amount not to exceed \$4,000,000 (the Notes) shall be issued in anticipation of the issuance of the Bonds. The Notes shall be dated the date of issuance and shall mature one year from the date of issuance; provided that the Director of Finance may, if it is determined to be necessary or advisable to the sale of the Notes, establish a maturity date that is any date not later than one year from the date of issuance by setting forth that maturity date in the certificate awarding the Notes and signed in accordance with Section 6 (the Certificate of Award). The Notes shall bear interest at a rate not to exceed 5% per year (computed on the basis of a 360-day year consisting of 12 30-day months), payable at maturity and until the principal amount is paid or payment is provided for. The aggregate principal amount of and rate of interest on the Notes shall be determined by the Director of Finance in the Certificate of Award.

Section 4. Payment of Debt Charges; Paying Agent. The debt charges on the Notes shall be payable in lawful money of the United States of America or in Federal Reserve funds of the United States of America, as determined by the Director of Finance in the Certificate of Award, and shall be payable, without deduction for services of the City's paying agent, at the designated corporate trust office of The Huntington National Bank or at the designated corporate trust office or other office of a bank or trust company designated by the Director of Finance in the Certificate of Award, after determining that the payment at that bank or trust company will not endanger the funds or securities of the City and that proper procedures and safeguards are available for that purpose, or at the office of the Director of Finance if agreed to by the Director of Finance and the Original Purchaser (as defined in Section 6) (the Paying Agent).

Section 5. Execution of Notes; Book Entry System. The Notes shall be signed by the Mayor and the Director of Finance, in the name of the City and in their official capacities, provided that one of those signatures may be a facsimile. The Notes shall be issued in the denominations and numbers as requested by the Original Purchaser and approved by the Director of Finance, provided that no Note shall be issued in a denomination less than \$100,000. The entire principal amount may be represented by a single note and may be issued as fully registered securities (for which the Director of Finance will serve as note registrar) and in book entry or other uncertificated form in accordance with Section 9.96 and Chapter 133 of the Revised Code if it is determined by the Director of Finance that issuance of fully registered securities in that form will facilitate the sale and delivery of the Notes. The Notes shall not have coupons attached, shall be numbered as determined by the Director of Finance and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to this Ordinance. As used in this section and this Ordinance:

“Book entry form” or “book entry system” means a form or system under which (i) the ownership of beneficial interests in the Notes and the principal of, and interest on, the Notes may be transferred only through a book entry, and (ii) a single physical Note certificate is issued by the City and payable only to a Depository or its nominee, with such Notes “immobilized” in the custody of the Depository or its agent for that purpose. The book entry maintained by others than the City is the record that identifies the owners of beneficial interests in the Notes and that principal and interest.

“Depository” means any securities depository that is a clearing agency under federal law operating and maintaining, with its Participants or otherwise, a book entry system to record ownership of beneficial interests in the Notes or the principal of, and interest on, the Notes and to effect transfers of the Notes, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

“Participant” means any participant contracting with a Depository under a book entry system and includes security brokers and dealers, banks and trust companies, and clearing corporations.

The Notes may be issued to a Depository for use in a book entry system and, if and as long as a book entry system is utilized, (i) the Notes may be issued in the form of a single Note made payable to the Depository or its nominee and immobilized in the custody of the Depository or its agent for that purpose; (ii) the beneficial owners in book entry form shall have no right to receive the Notes in the form of physical securities or certificates; (iii) ownership of beneficial interests in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (iv) the Notes as such shall not be transferable or

exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the City.

If any Depository determines not to continue to act as a Depository for the Notes for use in a book entry system, the Director of Finance may attempt to establish a securities depository/book entry relationship with another qualified Depository. If the Director of Finance does not or is unable to do so, the Director of Finance, after making provision for notification of the beneficial owners by the then Depository and any other arrangements deemed necessary, shall permit withdrawal of the Notes from the Depository, and shall cause the Notes in bearer or payable to order form to be signed by the officers authorized to sign the Notes and delivered to the assigns of the Depository or its nominee, all at the cost and expense (including any costs of printing), if the event is not the result of City action or inaction, of those persons requesting such issuance.

The Director of Finance is also hereby authorized and directed, to the extent necessary or required, to enter into any agreements determined necessary in connection with the book entry system for the Notes, after determining that the signing thereof will not endanger the funds or securities of the City.

Section 6. Award and Sale of the Notes. The Notes shall be sold at not less than par plus accrued interest at private sale by the Director of Finance to the original purchaser identified in the Certificate of Award (the Original Purchaser) in accordance with law and the provisions of this Ordinance and the Certificate of Award. The Director of Finance shall sign the Certificate of Award evidencing that sale to the Original Purchaser, cause the Notes to be prepared, and have the Notes signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Notes if requested by the Original Purchaser, to the Original Purchaser upon payment of the purchase price. The Mayor, the Director of Finance, the Director of Law, the Clerk of Council and other City officials, as appropriate, are each authorized and directed to sign any transcript certificates, financial statements and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this Ordinance. The Director of Finance is authorized, if it is determined to be in the best interest of the City, to combine the issue of Notes with one or more other note issues of the City into a consolidated note issue pursuant to Section 133.30(B) of the Revised Code.

The Director of Finance is authorized to request a rating for the Notes from one or more nationally-recognized rating agencies in connection with the sale and issuance of the Notes. The expenditure of the amounts necessary to secure those rating(s) and to pay the other financing costs (as defined in Section 133.01 of the Revised Code) in connection with the Notes is authorized and approved, and the Director of Finance is authorized to provide for the payment of any such amounts and costs from the proceeds of the Notes to the extent available and otherwise from any other funds lawfully available that are appropriated or shall be appropriated for that purpose.

Section 7. Application of Note Proceeds. The proceeds from the sale of the Notes, except any premium and accrued interest, shall be paid into the proper fund or funds and those proceeds are appropriated and shall be used for the purpose for which the Notes are being issued. Any portion of those proceeds representing premium and accrued interest shall be paid into the Bond Retirement Fund.

Section 8. Application and Pledge of Bond or Renewal Note Proceeds or Excess Funds. The par value to be received from the sale of the Bonds or of any renewal notes and any excess funds resulting from the issuance of the Notes shall, to the extent necessary, be used to pay the debt charges on the Notes at maturity and are pledged for that purpose.

Section 9. Provisions for Tax Levy. During the year or years in which the Notes are outstanding, there shall be levied on all the taxable property in the City, in addition to all other taxes, the same tax that would have been levied if the Bonds had been issued without the prior issuance of the Notes. The tax shall be within the ten-mill limitation imposed by law, shall be and is ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner, and at the same time that taxes for general purposes for each of those years are certified, levied, extended and collected, and shall be placed before and in preference to all other items and for the full amount thereof. The proceeds of the tax levy shall be placed in the Bond Retirement Fund, which is irrevocably pledged for the payment of the debt charges on the Notes or the Bonds when and as the same fall due. In each year, to the extent other money is lawfully available for the payment of debt charges on the Notes and Bonds and is appropriated for that purpose, the amount of the tax shall be reduced by the amount of money so available and appropriated.

Section 10. Federal Tax Considerations. The City covenants that it will use, and will restrict the use and investment of, the proceeds of the Notes in such manner and to such extent as may be necessary so that (a) the Notes will not (i) constitute private activity bonds, arbitrage bonds or hedge bonds under Sections 141, 148 or 149 of the Internal Revenue Code of 1986, as amended (the Code) or (ii) be treated other than as bonds to which Section 103 of the Code applies, and (b) the interest on the Notes will not be an item of tax preference under Section 57 of the Code.

The City further covenants that (a) it will take or cause to be taken such actions that may be required of it for the interest on the Notes to be and remain excluded from gross income for federal income tax purposes, (b) it will not take or authorize to be taken any actions that would adversely affect that exclusion, and (c) it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Notes to the governmental purpose of the borrowing, (ii) restrict the yield on investment property, (iii) make timely and adequate payments to the federal government, (iv) maintain books and records and make calculations and reports and (v) refrain from certain uses of those proceeds, and, as applicable, of property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

The Director of Finance, as the fiscal officer, or any other officer of the City having responsibility for issuance of the Notes is hereby authorized (a) to make or effect any election, selection, designation (including specifically designation of the Notes as “qualified tax-exempt obligations” if such designation is applicable and desirable, and to make any related necessary representations and covenants), choice, consent, approval, or waiver on behalf of the City with respect to the Notes as the City is permitted to or required to make or give under the federal income tax laws, including, without limitation thereto, any of the elections provided for in or available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Notes or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments or penalties, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments, as determined by that officer, which action shall be in writing and signed by the officer, (b) to take any and all other actions,

make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the City, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Notes, and (c) to give one or more appropriate certificates of the City, for inclusion in the transcript of proceedings for the Notes, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Notes, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Notes.

Section 11. Certification and Delivery of Ordinance and Certificate of Award. The Clerk of Council is directed to deliver or cause to be delivered a certified copy of this Ordinance and a copy of the signed Certificate of Award to the Cuyahoga County Fiscal Officer.

Section 12. Satisfaction of Conditions for Note Issuance. This Council determines that all acts and conditions necessary to be done or performed by the City or to have been met precedent to and in the issuing of the Notes in order to make them legal, valid and binding general obligations of the City have been performed and have been met, or will at the time of delivery of the Notes have been performed and have been met, in regular and due form as required by law; that the full faith and credit and general property taxing power (as described in Section 9) of the City are pledged for the timely payment of the debt charges on the Notes; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Notes.

Section 13. Retention of Bond Counsel. In connection with the issuance of the Notes, the legal services of Squire Patton Boggs (US) LLP, as bond counsel, are retained pursuant to an engagement letter which has been delivered to the City by that firm. That engagement letter, and the execution thereof by the Mayor, the Director of Finance, the Director of Law, or any one of them, are hereby authorized, ratified and approved. In rendering those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of this City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, any county, municipality or other political subdivision, or of this City, or the execution of public trusts.

Section 14. Retention of Municipal Advisor. In connection with the issuance of the Notes, the municipal advisory services of MAS Financial Advisory Services LLC, as municipal advisor, are retained pursuant to an engagement letter which has been delivered to the City by that firm. That engagement letter, and the execution thereof by the Mayor, the Director of Finance, the Director of Law, or any one of them, are hereby authorized, ratified and approved. In rendering those municipal advisory services, as an independent contractor, that firm shall not exercise any administrative discretion on behalf of the City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, the City or any other political subdivision, or the execution of public trusts.

Section 15. Compliance with Open Meeting Requirements. 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 16. Captions and Headings. The captions and headings in this Ordinance are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Sections, subsections, paragraphs, subparagraphs or clauses hereof. Reference to a Section means a section of this Ordinance unless otherwise indicated.

Section 17. Declaration of Emergency; Effective Date. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City and for the further reason that this Ordinance is required to be immediately effective in order to enable the City to sell the Notes and enter into contracts for the improvement which is needed to eliminate existing and potential hazards to vehicular and pedestrian traffic in the City; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

President of Council
Approved: _____
Mayor

Date Passed: _____, 2018 Date Approved: _____, 2018

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Daymut	_____	_____
DeMio	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____
Schonhut	_____	_____

Attest: _____
Clerk of Council

ORD. No. 2018-085 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____
Adopted: _____ Repealed: _____

FISCAL OFFICER'S CERTIFICATE

TO THE COUNCIL OF THE CITY OF STRONGSVILLE, OHIO:

As fiscal officer of the City of Strongsville, Ohio, I certify in connection with your proposed issue of not to exceed \$4,000,000 of notes (the Notes), to be issued in anticipation of the issuance of bonds (the Bonds), for the purpose of paying costs of improving streets by reconstructing, resurfacing, grading, draining, paving and making other improvements as designated in the plans approved or to be approved by Council (the improvement), that:

1. The estimated life or period of usefulness of the improvement is at least five years.

2. The estimated maximum maturity of the Bonds, calculated in accordance with Section 133.20 of the Revised Code, is 15 years, being my estimate of the life or period of usefulness of the improvement. If notes in anticipation of the Bonds are outstanding later than the last day of December of the fifth year following the year of issuance of the original issue of notes, the period in excess of those five years shall be deducted from that maximum maturity of the Bonds.

3. The maximum maturity of the Notes is 240 months from their date of issuance.

Dated: June 4, 2018



Director of Finance
City of Strongsville, Ohio

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2018 – 086

By: Mayor Perciak and Ms. Roff

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE PURCHASE OF GENERAL PAVEMENT SERVICES FOR 2018-PHASE II 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 2018-Phase II for use by the Service Department of the City of Strongsville; and

WHEREAS, 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 **CROSSROADS ASPHALT RECYCLING, INC.**, for the purchase of General Pavement Services for 2018-Phase II 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. All other bids for this contract are hereby rejected.

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 2018-Phase II 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 \$1,766,150.00, 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 General Capital Improvement Fund.

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

Section 5. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to 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

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2018 - 086
Page 2

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	_____	_____
Kosek	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

Attest: _____
 Clerk of Council

ORD. No. 2018-086 Amended: _____

1st Rdg. _____ Ref: _____

2nd Rdg. _____ Ref: _____

3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____

Adopted: _____ Repealed: _____

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2018 – 087

By: Mayor Perciak and Ms. Roff

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT AGREEMENT FOR THE COMPLETION OF THE RENOVATION OF TWO LOCKER ROOM/RESTROOM FACILITIES AT THE CITY'S WALTER F. EHRFELT RECREATION & SENIOR CENTER, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Ordinance No. 2017-031, Council authorized the Mayor to enter into a contract with Alabasi Construction, Inc. for the complete renovation of four (4) locker room/restroom facilities at the City's Walter F. Ehrnfelt Recreation & Senior Center (the "Project"); and

WHEREAS, therefore, the City and Alabasi entered into such contract on March 10, 2017; and

WHEREAS, during the course of Alabasi's performance of said construction work, the City asserted and claimed that Alabasi was in breach of its obligations pursuant to said contract and, on or about December 9, 2017, the City notified Alabasi and its bonding company of its intent to terminate the contract and by written notice dated on or about December 22, 2017, the City did issue formal notice of its termination of the contract with Alabasi, effective December 22, 2017; and

WHEREAS, due to such delays by Alabasi in the completion of this Project, the City has been compelled to contract with another vendor/contractor for emergency completion of the Project in order to protect the health, safety, welfare and property of the City, its officers, employees, agents, guests and invitees; and

WHEREAS, the City has received a competitive proposal for such work from a reliable and readily available vendor/contractor who is able to promptly order the materials and make the emergency repairs necessary to complete the renovation of the two (2) remaining locker room/restroom facilities on the upper level of the Ehrnfelt Recreation & Senior Center in accordance with plans, specifications, drawings and other contract documents prepared for the City of Strongsville by TC Architects, Inc.

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

Section 1. That this Council finds and determines, as set out in Article V, Section 5 of the Charter, that there is an immediate and present emergency in the operation of the City of Strongsville Walter F. Ehrnfelt Recreation & Senior Center, in that it is immediately necessary to enter into a contract agreement, without public bidding, with **RFC CONTRACTING, INC.**, in order to contract for emergency completion of the renovation of the two (2) remaining locker room/restroom facilities on the upper level of the Ehrnfelt Recreation & Senior Center, in order to protect the health, safety, welfare and property of the City, its officers, employees, agents, guests and invitees at such facility.

Section 2. That, for the reasons aforesaid, this Council hereby approves, and the Mayor be and is hereby authorized and directed to enter into a contract agreement with **RFC CONTRACTING, INC.**, without public bidding, in the total amount of \$470,000.00, for the emergency completion of the renovation of the two (2) remaining locker room/restroom facilities on the upper level of the Ehrnfelt Recreation & Senior Center, as more fully set forth in the proposal attached hereto as Exhibit A, and incorporated herein by reference, and as reflected in a contract agreement to be in a form approved by the Law Director.

Section 3. That the funds necessary for this Ordinance have been appropriated and shall be paid from the Recreation Capital Improvement Fund.

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

Section 5. That this Ordinance is hereby declared to be an emergency measure 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 contract for the emergency completion of the Project at the City's Recreation & Senior Center, to avoid potential legal problems, and conserve public funds. Therefore, provided this Ordinance receives the unanimous affirmative vote of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor.

 President of Council
 Approved: _____
 Mayor

Date Passed: _____ Date Approved: _____

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Daymut	_____	_____
DeMio	_____	_____
Kosek	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

Attest: _____
 Clerk of Council

ORD. No. 2018-087 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____
 Adopted: _____ Created: _____



CONTRACTING INC.

January 18, 2018

Mr. Tony Biondillo
Building Commissioner
City of Strongsville
16099 Foltz Parkway
Strongsville, Ohio 44149

Re: The City of Strongsville
Ehrnfelt Recreation Center
Locker Room Renovations Bid Proposal

Dear Mr. Biondillo:

RFC Contracting is pleased to provide the following proposal for the Level 1 Locker Room Renovations at the Ehrnfelt Recreation Center.

Total for Level 1 Locker Room Renovation	\$449,000.00
Alternate A-1 - Add to base bid	\$ 21,000.00

This proposal was based on the following:

- Assumed all new material will have to be procured.
- We have been in contact with multiple suppliers for the project and will need to have further discussions with the City and Architect to determine the status of certain products/materials that may have been ordered, stored on site, and/or paid for by the Owner. These include lockers, toilet partitions, solid surface material, etc.
- Floor and wall prep has been included, over and above what is shown on the drawings, per the site walk-through with Roger Riachi and Pete Schumacher.
- The Mapei 25-Year job specific warranty, regarding the tile installation, is attached per previous discussions.

Please note that the total price above could be reduced upon further clarification of the scope of work and availability of products/materials.

Should you have any questions or comments, please feel free to contact me at your convenience.

Sincerely,

Ryan Naymik
Project Manager

Cc: File



CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2018 – 088

By: Mayor Perciak and All Members of Council

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

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

Section 1. That Chapter 876 of Title Two of Part Eight-Business Regulation and Taxation Code, of the Codified Ordinances of the City of Strongsville, be and is hereby amended in order that it shall read in its entirety as follows:

CHAPTER 876

Use of Public Ways by Service Providers

- 876.01 **Scope of chapter; definitions.**
- 876.02 **Consent to occupy or use the public right-of-way.**
- 876.03 **General public right-of-way use regulations.**
- 876.04 **Location, relocation and removal of ~~micro-wireless~~small cell facility and wireless support structure.**
- 876.05 **Notice of work, routine maintenance and emergency work.**
- 876.06 **Miscellaneous provisions.**
- 876.99 **Penalties and other remedies.**

876.01 SCOPE OF CHAPTER; DEFINITIONS.

- (a) The purpose and intent of this Chapter is to:
 - (1) Manage Occupancy or use of the Public Right-of-Way.
 - (2) Encourage the provision of advanced, competitive telecommunications services on the widest possible basis to the businesses, institutions and residents of the City;
 - (3) Permit and manage reasonable access to the Public Right-of-Way of the City for telecommunications service purposes on a competitively neutral basis.
 - (4) Conserve the limited physical capacity of the Public Right-of-Way held in trust by the City for the benefit of the public.
 - (5) Assure that the City receives cost recovery for the Occupancy and use of the Public Right-of-Way in accordance with law.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2018 – 088

Page 2

- (6) Assure that all Service Providers with Facilities in the Public Right-of-Way comply with the ordinances, rules and regulations of the City.
- (7) Assure that the City fairly and responsibly protects the public health, safety and welfare.
- (8) Enable the City to discharge its public trust consistent with rapidly evolving federal and State regulatory policies, industry competition and technological development.

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

- (1) Accessory Equipment means any equipment used in conjunction with a Wireless Facility or Wireless Support Structure **or Small Cell Facility**. “Accessory Equipment” includes utility or transmission equipment, power storage, generation or control equipment, cables, wiring, and equipment cabinets.
- (2) Affiliate means a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with another Person.
- (3) Antenna means a system of electrical conductors that transmit or receive electromagnetic waves or radio frequency signals. Such waves shall include, but not be limited to, radio, television, cellular, paging, personal telecommunications service, internet, and microwave telecommunications.
- (4) Capital Improvement means an addition made to enhance the value or extend the useful life of an existing System or Facilities, including Construction, Reconstruction, installation, rehabilitation, renovation, improvement, enlargement and extension of Facilities, but not including ordinary or Routine Maintenance.
- (5) City means the City of Strongsville, Ohio.
- (6) City Property means and includes all real property owned by the City, other than Public Streets and public easements, and all property held in a proprietary capacity by the City, which are not subject to Public Right-of-Way consent and requirements of this Chapter.
- (7) **Collocation or Collocate means to install, mount, maintain, modify, operate, or replace a Wireless Facility on a Wireless Support Structure.**
- ~~(78) Construct, Constructing, Construction, etc. means installing, repairing, replacing or removing any Facility, regardless of the methods employed.~~
- ~~(8) Distributed Antenna System means a network or facility to which all of the following apply:
(A) It distributes radio frequency signals to provide Wireless Service.~~

~~(B) It meets the height and size characteristics of a Small Cell Facility.~~

~~(C) It consists of all of the following:~~

~~(i) Remote antenna nodes deployed throughout a desired coverage area;~~

~~(ii) A high capacity signal transport medium connected to a central hub site; and~~

~~(iii) Equipment located at the hub site to process or control the radio frequency signals through the antennas.~~

~~(D) It conforms to the size limitations specified in Section 876.01(b)(26) of this Chapter.~~

- (9) Emergency means an unforeseen occurrence or condition calling for immediate action.
- (10) Engineer means the Engineer of the City or Engineer's designee.
- (11) Excavate, Excavating or Excavation means cutting, sawing, breaking, drilling into, boring under, or otherwise altering any Public Street or sidewalk pavement, and/or digging, drilling into or boring under any unpaved portion of the Public Right-of-Way, including any other work or activity which disturbs the existing surface or subsurface structure, composition, or soil compaction, for the purpose of carrying on any Construction activity.
- (12) Facilities or Facility means the plant, equipment and property, including but not limited to Accessory Equipment, Antenna, cables, fibers, wires, pipes, conduits, ducts, pedestals, antennae, electronics, poles, pipes, mains, plant, equipment and other appurtenances located under, on or above the surface of the ground in the Public Right-of-Way of the City for a ~~Micro Wireless~~**Small Cell** Facility.
- (13) Lane Obstruction means the blocking or diverting of vehicular and/or pedestrian traffic from a street or sidewalk for the purpose of Constructing, Excavating, installing, repairing, maintaining, operating, replacing or removing any Facility, including (A) the lifting or removing of manhole or handhole covers, and (B) the opening or accessing of at-grade or pole-mounted cabinets, pedestals, transformers, power supplies, amplifiers, splice enclosures, traps or other Facilities.
- (14) Micro Wireless Facility ~~includes both a Distributed Antenna System and a Small Cell Facility, and the related Wireless Facilities means~~ **a Small Cell Facility that is not more than twenty-four (24) inches in length, fifteen (15) inches in width, and twelve (12) inches in height and that does not have an exterior antenna more than eleven (11) inches in length suspended on cable strung between Wireless Support Structures.**
- (15) Monopole means a support structure constructed of a single, self-supporting hollow metal tube securely anchored to a foundation.

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

- (25) Service Provider means any Private Service Provider.
- (26) Small Cell Facility means a Wireless Facility that meets **the both of the following** requirements: ~~of Sections 876.01(b)(26)(A)(1) and 876.01(b)(26)(A)(2) of this Chapter:~~
- (A) ~~(1)~~—Each Antenna is located inside an enclosure of not more than six cubic feet in volume or, in the case of an Antenna that has exposed elements, the Antenna and all of its exposed elements could fit within an enclosure of not more than six cubic feet in volume.
 - (B) ~~(2)~~—All other Wireless Equipment associated with the Facility is cumulatively not more than twenty-eight cubic feet in volume. The calculation of equipment volume shall not include electric meters, concealment elements, tele-communications demarcation boxes, grounding equipment, power transfer switches, cut-off switches, and vertical cable runs for the connection of power and other services.
 - ~~(B) If the Wireless Facility were placed on a Wireless Support Structure or Utility Pole, the increased height would be not more than ten feet or the overall resulting height would be not more than fifty (50) feet.~~
- (27) State means the State of Ohio.
- (28) Utility Pole means a structure that is designed for, or used for the purpose of, carrying lines, cables, or wires for electric or telecommunications services.
- (29) Wireless Facility means ~~an antenna, Accessory Equipment, or other wireless device or equipment used to provide Wireless Service~~ **equipment at a fixed location that enables wireless communications between user equipment and a communications network, including all of the following:**
- (A) **Equipment associated with wireless communications.**
 - (B) **Radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration.**
 - (C) **The term includes Small Cell Facilities.**
 - (D) **The term does not include any of the following:**
 - (i) **The structure or improvements on, under, or within which the equipment is collocated;**
 - (ii) **Coaxial or fiber-optic cable that is between wireless support structures or utility poles or that is otherwise not immediately adjacent to or directly associated with a particular antenna.**
- (30) Wireless Service means any services using licensed or unlicensed wireless spectrum, whether at a fixed location or mobile, provided using Wireless Facilities.
- (31) Wireless Support Structure means a pole, such as a monopole, either guyed or self-supporting, **street** light pole, traffic signal **pole**,

sign pole, or Utility Pole capable of supporting ~~Wireless Facilities~~
Small Cell Facility. As used in this Chapter, “Wireless Support
Structure” excludes all of the following:

- (A) A utility pole or other facility owned or operated by a municipal electric utility.
- (B) A utility pole or other facility used to supply traction power to public transit systems, including railways, trams, streetcars, and trolleybuses.

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

(a) Consent Required to Occupy Public Right-of-Way. No Person shall ~~Occupy or use a Micro Wireless Facility~~ **Collocate a Small Cell Facility and/or construct, maintain, modify, operate, or replace a Wireless Support Structure** in the Public Right-of-Way without obtaining prior consent from the City to do so.

(b) Initial Consent Presumed.

- (1) A Person with a ~~Micro Wireless~~**Small Cell Facility on a Wireless Support Structure** in the Public Right-of-Way on the effective date of this Chapter, who lawfully occupies the Public Right-of-way on the effective date of this Chapter, shall be presumed to have initial consent of the City for its existing ~~Micro Wireless~~**Small Cell Facility and Wireless Support Structure** to Occupy or use the Public Right-of-Way which has been previously approved by the City.
- (2) Initial presumed consent for Occupancy or use of the Public Right-of-Way is limited to the existing ~~Micro Wireless~~**Small Cell Facility and Wireless Support Structure.**
- (3) A Person with initial presumed consent is not relieved from compliance with this Chapter with respect to the ongoing Occupancy or Use of the Public Right-of-Way including, but not limited to, the Insurance and Indemnity requirements set forth in Sections 876.02(e) and (f) of this Chapter.

(c) Application for Consent to Occupy or Use Public Right-of-Way.

- (1) The following Persons shall apply to the City for consent to Occupy or use the Public Right-of-Way on a form provided by the City, any Person who:
 - (A) Does not currently have an existing, ~~Micro Wireless~~**Small Cell Facility on a Wireless Support Structure** in the City’s Public Right-of-Way and desires to Construct a new ~~Micro Wireless~~**Small Cell Facility on a Wireless Support Structure** in the Public Right-of-Way; or
 - (B) Has initial presumed consent or City consent to Occupy or Use the Public Right-of-Way for an existing ~~Micro Wireless~~**Small Cell Facility on a Wireless Support Structure** but is planning:

- (i) a Capital Improvement or Reconstruction of an existing ~~Micro Wireless~~ **Small Cell Facility on a Wireless Support Structure**; or
 - (ii) to Construct an additional ~~Micro Wireless~~ **Small Cell Facility on a Wireless Support Structure** anywhere in the City.
- (2) The application for Consent to Occupy or Use the Public Right-of-Way shall include the following information with respect to the applicant's or Service Provider's planned or existing ~~Micro Wireless~~ **Small Cell Facility on a Wireless Support Structure** in the Public Right-of-Way, as well as plans for any planned Capital Improvements or Reconstruction:
 - (A) The identity, legal status and federal tax identification number of the applicant, including all Affiliates of the applicant or Service Provider in the State of Ohio that will Use or Occupy the Public Right-of-Way or are in any way responsible for the ~~Micro Wireless~~ **Small Cell Facility and Wireless Support Structure** in the Public Right-of-Way.
 - (B) The name, address and telephone number of the local officer, agent or employee responsible for the accuracy of the application or initial registration and available at all reasonable times to be notified in case of emergency.
 - (C) A description of the existing or proposed ~~Micro Wireless~~ **Small Cell Facility and Wireless Support Structure** in the City's Public Right-of-Way, including but not limited to engineering plans, specifications or a map, all in sufficient detail to identify:
 - (i) the location of the applicant's ~~Micro Wireless~~ **Small Cell Facility and Wireless Support Structure** or proposed ~~Micro Wireless~~ **Small Cell Facility and Wireless Support Structure**.
 - (ii) the location of all existing Overhead and/or underground Facilities, Facility, ~~or~~ ~~Micro Wireless~~ **Small Cell Facility Facilities, Wireless Support Structures** in the Public Right-of-Way in the area of the applicant's or Service Provider's ~~Micro Wireless~~ **Small Cell Facility and Wireless Support Structure** or proposed ~~Micro Wireless~~ **Small Cell Facility and Wireless Support Structure** that is sufficient to show the impact of the applicant's ~~Micro Wireless~~ **Small Cell Facility and Wireless Support Structure** on other existing Facilities, Facility, ~~or~~ ~~Micro Wireless~~ **Small Cell Facility or Wireless Support Structures**.
 - (iii) the location of all overhead and underground utility easements.

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

- in accordance with City Ordinances and Ohio law. These reasons may include but not be limited to those criteria set forth in Section 876.02(d) of this Chapter.
- (B) If the City denies a Person's application to Occupy or Use the Public Right-of-Way, the City shall provide its reasons in writing for denying the application, and shall provide any information that the Person may reasonably request necessary for the Person to obtain the City's consent to Occupy or Use the Public Right-of-Way.
- (4) The City's grant of consent for a Person to Occupy or Use the Public Right-of-Way shall be in the form of a Right-of-Way Occupancy Certificate which shall set forth the specific terms of the City's consent for such Person to Occupy or Use the Public Right-of-Way.
- (5) Each Person submitting an application for Consent to Occupy or Use the Public Right-of-Way shall pay a fee in the amount of Two Hundred Fifty Dollars (\$250.00) per site and assessed by the Building Commissioner to reimburse the City for its administrative costs.
- (6) **A Person seeking to Construct, modify, Collocate, or replace more than one (1) Small Cell Facility or one (1) Wireless Support Structure may file a consolidated application for consent to occupy or use the Public Right-of-Way for up to thirty (30) Small Cell Facilities in a single application or up to thirty (30) Wireless Support Structure requests in a single application. Said single application may only address multiple Small Cell Facilities or multiple Wireless Support Structures if they each involve substantially the same type of Small Cell Facilities or substantially the same type of Wireless Support Structures. The City may separately address Small Cell Facilities or Wireless Support Structures for which incomplete information has been received or which are denied. In the case of a single application, each Small Cell Facility or Wireless Support Structure proposed to be Constructed, modified or Collocated on, or replaced shall constitute a separate request for Consent to Occupy or use the Public Right-of-Way for purposes of tolling the response deadline set forth in this Chapter.**
- (67) The time periods set forth herein may be tolled:
- (A) By mutual agreement between the Person requesting consent and the City;
- (B) Where the City determines that the application is incomplete; or
- (C) ~~By the City in the event it has an extraordinary number of Micro Wireless Facilities contained in pending requests, in which case the City may toll the sixty (60) day period for a reasonable amount of time not exceeding an additional thirty~~

~~(30) days.~~ **By the City in the event it receives applications for at least twenty-five (25) Small Cell Facilities or Wireless Support Structures contained in pending requests, in which case the City may toll the ninety (90) day period for up to twenty-one (21) days.**

- (78) To toll the time period for incompleteness, the City shall provide written notice to the Person requesting consent not later than thirty (30) days after receiving the request, clearly and specifically delineating all missing documents or information.
- (89) The time period ~~begins running again resumes~~ when the Person makes a supplemental submission in response to the City's notice of incompleteness.
- (910) If a supplemental submission is inadequate, the City shall notify the Person not later than ten (10) days after receiving the supplemental submission that the supplemental submission did not provide the information identified in the original notice delineating missing documents or information. The time period may be tolled in the case of second or subsequent notices under the procedures identified in divisions (A) to (C) of this Section.

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

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

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

- (1) Comprehensive general liability insurance with limits not less than
 - (A) One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) annual aggregate, for bodily injury or death to each Person;
 - (B) One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) annual aggregate, for property damage resulting from any one accident; and
 - (C) One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) annual aggregate, for all other types of liability.
- (2) The liability insurance policies required by this Section shall be maintained by the Service Provider throughout the period of time during which the Service Provider is Occupying or Using the Public Right-of-Way, or is engaged in the removal of its Facilities. Each such insurance policy shall contain the following endorsement:

“It is hereby understood and agreed that this policy may not be canceled nor the intention not to renew be stated until thirty (30) days after receipt by the City, by registered mail, of a written notice addressed to the Building Commissioner of such intent to cancel or not to renew.”
- (3) Within thirty (30) days after receipt by the City of said notice, and in no event later than fifteen (15) days prior to said cancellation, the Service Provider shall obtain and furnish to the City replacement insurance policies meeting the requirements of this Section.
- (4) All insurance policies required herein shall be written with an insurance company authorized to do business in the State of Ohio in relation to the specific type of insurance required.
- (5) Upon written application to, and written approval by, the Director of Finance of the City, a Service Provider may be self-insured to provide all of the same coverages as listed in this Section. As part of the review process, the Director of Finance may require, and the self-insurance applicant shall provide, any and all financial documents necessary to make a valid determination of the applicant’s ability to meet the needs of this Chapter.

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

876.03 GENERAL PUBLIC RIGHT-OF-WAY USE REGULATIONS.

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

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

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

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

(1) Existing Wireless Support Structures. For an existing **Wireless Support Structure**, the **Antenna and any associated shroud or concealment material are permitted to be Collocated at the top of the existing Wireless Support Structure and shall not increase the height of the existing Wireless Support Structure by more than five (5) feet.**

(2) New Wireless Support Structures.

(A) For a new **Wireless Support Structure**, the overall height of the **Wireless Support Structure and any Collocated Antenna shall not be more than forty (40) feet in height above established grade measured at the base of the Wireless Support Structure.**

- (B) The City may limit the maximum permissible height of **Wireless Support Structures** to not less than thirty-five (35) feet in height above established grade measured at the base of the structure in areas meeting the following criteria:
- (i) The area is within three hundred (300) feet of the proposed site for a new or existing **Wireless Support Structure** in the same right-of-way or a connecting right-of-way, and where there are no **Wireless Support Structures** or utility poles taller than thirty (30) feet in height above ground level; and
 - (ii) The maximum allowable height for building construction in the underlying or adjacent zoning district is thirty-five (35) feet in height above ground level or less.

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

(f) Color. The ~~Micro-Wireless~~**Small Cell** Facilities shall be a color or colors that are consistent with or most blends into the **Wireless Support Structure** on which they are installed, unless a different color is needed for public safety or service reliability reasons, **all as determined by the Planning Commission**.

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

(h) Reservation by City for Future Uses. The City may reserve space for future public safety or transportation uses in the Public Right-of-Way, or on a **Wireless Support Structure** or pole owned by the City. Said reservation of space shall be set forth in a documented plan, subject to the approval of the Planning Commission. A reservation of space by the City shall not preclude placement of a pole or Collocation of a Small Cell Facility by a Private Service Provider; provided, however, that said pole or **Wireless Support Structure** shall accommodate any future use reserved by the City. In the event it is necessary to replace any City pole or **Wireless Support Structure** to accommodate the Collocation of a Service Provider's Small Cell Facility, the Service Provider shall pay for the replacement of the City pole or **Wireless Support Structure**

(i) Alternate Location. The City may propose an alternate location to the proposed location of a new Wireless Support Structure that is either within one hundred (100) feet of the location set forth in a Person's application for Consent to Occupy or use a Public Right-of-Way; or is within a distance that is equivalent to the width of the Public Right-of-Way that the new Wireless Support Structure is proposed to be located on; whichever is greater. Any applicant or Service Provider shall be required to use the alternate location proposed by the City, if the applicant or Service Provider has the right to use the alternate location on reasonable terms and conditions, and the alternate location does not impose technical limits or additional costs.

(j) Time for Completion. Any Collocation or Construction of a new Wireless Support Structure shall be completed within one hundred eighty (180) days after the issuance of a Consent to Occupy or Use the Public Right-of-Way. The City and Service Provider may extend this completion date by mutual agreement.

(k) Underground Placement. No Small Cell Facility or Wireless Support Structure shall be constructed in a Public Right-of-Way that is located in an area in which it was required, or will be required, under the Strongsville Codified Ordinances, to install any electric Facilities, telephone Facilities, or any other utility Facilities underground. This prohibition shall not apply to the replacement of a Wireless Support Structure or the Collocation of a Small Cell Facility on a Wireless Support Structure that exists or might exist in said designated area. A Service Provider may apply to the Planning Commission for a waiver of the underground placement requirement for the Construction of a new Wireless Support Structure if the Service Provider is unable to achieve its service objection under the following circumstances:

- (1) From a location in the Public Right-of-Way where the prohibition does not apply;
- (2) In a utility easement the Service provider has the right to access; or,
- (3) In or on other suitable locations or structures made available by the City at reasonable rates, fees and terms.

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

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

(jn) Signage. Other than warning or notification signs required by federal law, or identification and location markings **or other markings** required by the City, a **Micro Wireless Small Cell Facility and Wireless Support Structure** shall not have signs installed thereon.

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

(lp) Safety Procedures. A Service Provider or other Person acting on its behalf shall use suitable barricades, flags, flagmen, lights, flares and other measures as necessary and in accordance with applicable State and local requirements for the safety of all members of the general public and to prevent injury or damage to any Person, vehicle or property by reason of such work in or affecting such Public Right-of-Way or property.

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

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

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

- (1) When a Service Provider, or any Person acting on its behalf, does any work in or affecting any Public Right-of-Way or City Property, it shall, after the work is completed and at its own expense, promptly remove any obstructions therefrom and restore such ways or property, within ten (10) to thirty (30) days, at the Building Commissioner's discretion, to as good a condition as existed before the work was undertaken, unless otherwise directed by the City.
- (2) If weather or other conditions do not permit the complete restoration required by this Section, the Service Provider shall temporarily restore the affected ways or property as directed by the

Building Commissioner. Such temporary restoration shall be at the Service Provider's sole expense and the Service Provider shall promptly undertake and complete the required permanent restoration when the weather or other conditions no longer prevent such permanent restoration.

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

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

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

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

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

- (1) Construction, Reconstruction, installation, location, operation or Excavation at an unauthorized location.
- (2) Construction, Reconstruction, installation, location, operation or Excavation in violation of City safety and/or Construction requirements.
- (3) Material misrepresentation or lack of candor by or on behalf of a Service Provider in any Permit application or registration required by the City.
- (4) Abandonment of ~~Micro-Wireless~~Small Cell Facility and/or Wireless Support Structure in the Public Right-of-Way.

- (5) Failure to relocate or remove a ~~Micro-Wireless~~**Small Cell Facility and/or Wireless Support Structure** or failure to restore the Public Right-of-Way, as required by this Chapter.
- (6) Insolvency or bankruptcy of the Service Provider.
- (7) The ~~Micro-Wireless~~**Small Cell Facility and/or Wireless Support Structure** is in a state of disrepair which creates a public nuisance.
- (8) Violation of material provisions of this Chapter.
- (9) Construction under the consent is not commenced within two (2) years of the consent approval date.

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

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

(y) Municipal Structures. **A Service Provider may Collocate a Small Cell Facility on a Wireless Support Structure owned by the City and which is located in the Public Right-of-Way, provided that the Person complies with applicable design guidelines and conditions for such Collocation adopted by the City that are consistent with said design guidelines under this Chapter. The City may condition approval of said Collocation on the replacement or modification of the City's Wireless Support Structure, at the Service Provider's cost, if the City determines that replacement or modification of the City's Wireless Support Structure is necessary. The City shall retain ownership of any City Wireless Support Structure that is replaced. The City shall annually charge the amount of Two Hundred Dollars (\$200.00) per each Small Cell Facility Collocated on a Wireless Support Structure owned by the City and located in the Public Right-of-Way.**

876.04 LOCATION, RELOCATION AND REMOVAL OF ~~MICRO-WIRELESS~~ **SMALL CELL FACILITY AND WIRELESS SUPPORT STRUCTURE**

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

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

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

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

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

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

876.05 NOTICE OF WORK, ROUTINE MAINTENANCE AND EMERGENCY WORK.

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

(b) Routine Maintenance and New Service Orders.

- (1) A Service Provider need not obtain a Construction Permit or notify the City prior to or after commencing any Routine Maintenance or New Service Orders that do not include the Construction in, or Excavation or Lane obstruction of, a Public Right-of-Way or closing of a Public Street.
- (2) For Routine Maintenance and New Service Orders that require the Service Provider to cause a Lane Obstruction in a Public Street for more than two (2) hours, the Service Provider shall provide the City with forty-eight (48) hours advance written notice prior to commencing the Routine Maintenance or New Service Order, and shall submit a drawing showing the planned traffic maintenance and indicating how the Service Provider will meet all requirements of ODOT's Manual of Traffic Control Devices or other applicable governmental regulations.

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

876.06 MISCELLANEOUS PROVISIONS.

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

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

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

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

876.99 PENALTIES AND OTHER REMEDIES.

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

(b) Civil Violations and Forfeiture.

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

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2018 – 088
Page 21

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

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

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

~~(Ord. 2017-027. Passed 4-17-17.)~~

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

Section 3. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that there is a need to accommodate and manage the increasing demand for the use of public rights-of-way within the City. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

 President of Council

Approved: _____
 Mayor

Date Passed: _____ Date Approved: _____

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Daymut	_____	_____
DeMio	_____	_____
Kosek	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

Attest: _____
 Clerk of Council

ORD. No. 2018-088 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

 Pub Hrg. _____ Ref: _____
 Adopted: _____

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2018 – 089

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR IMPROVEMENTS TO VARIOUS STREETS IN THE CITY OF STRONGSVILLE IN CONNECTION WITH THE 2018 PAVEMENT RECONSTRUCTION PROGRAM-PHASE II, AND DECLARING AN EMERGENCY.

WHEREAS, the City has advertised and received bids for improvements to various streets in the City of Strongsville in connection with the 2018 Pavement Reconstruction Program-Phase II; and

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

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 **KONSTRUCTION KING, INC.**, for improvements to various streets in the City of Strongsville, in connection with the 2018 Pavement Reconstruction Program-Phase II, meets the specifications on file in the office of the City Engineer; is in compliance with the applicable requirements for bids and contracts established by the laws of the City and the State; and is the lowest and best bid for the proposed contract. All other bids for this contract are hereby rejected.

Section 2. That accordingly the Mayor be and is hereby authorized and directed to enter into a contract with the aforesaid lowest and best bidder in an amount not to exceed \$1,768,021.00, for improvements to various streets in the City of Strongsville, in connection with the 2018 Pavement Reconstruction Program-Phase II, and in a form approved by the Law Director.

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

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

Section 5. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to authorize execution of said contract in order to improve various public roadways in the City, ensure safe travel for the residents and the public, 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

CITY OF STRONGSVILLE, OHIO
 ORDINANCE NO. 2018 – 089
 Page 2

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	_____	_____
Kosek	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

Attest: _____
 Clerk of Council

ORD. No. 2018-089 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

 Pub Hrg. _____ Ref: _____
 Adopted: _____ Repealed: _____

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2018 – 090

By: Mayor Perciak and Ms. Roff

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A RELEASE AGREEMENT IN CONNECTION WITH THE CONTRACT BOND FOR THE RENOVATION OF LOCKER ROOM/RESTROOM FACILITIES AT THE WALTER F. EHRNFELT RECREATION & SENIOR CENTER, AND DECLARING AN EMERGENCY.

WHEREAS, by and through Ordinance No. 2017-031, this Council authorized the City of Strongsville ("Strongsville") to enter into a contract with Alabasi Construction, Inc. ("Alabasi"), dated March 10, 2017, for the performance of certain work (the "Contract") for the construction of a "complete renovation of four (4) locker room/restroom facilities for the Ehrnfelt Recreation and Senior Center" (the "Project") located in Strongsville, Ohio; and

WHEREAS, in connection with the Contract and the Project, Alabasi requested and Penn National provided a Contract Bond, Bond No. SB0374861 (the "Contract Bond") and a Payment Bond, Bond No. SB0374861; and

WHEREAS, during the course of Alabasi's performance of the Contract in connection with the Project, Strongsville asserted and claimed that Alabasi was in breach of its obligations pursuant to the Contract and, on or about December 9, 2017, Strongsville notified Alabasi and Penn National of its intent to terminate the Contract and by written notice dated on or about December 22, 2017, Strongsville did issue formal notice of its termination of the Contract with Alabasi, effective December 22, 2017; and

WHEREAS, in connection with the notice of intent to terminate, the notice of termination, and in written notices thereafter, Strongsville did make a demand upon Penn National for performance pursuant to the Contract Bond; and

WHEREAS, Strongsville has asserted claims against the Contract Bond for completion costs, engineering costs, liquidated damages and other items; and

WHEREAS, Strongsville and Penn National wish to amicably resolve all of Strongsville's claims, of any nature, under and against the Contract Bond, under the terms and conditions set out in the attached Release Agreement.

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

Section 1. That this Council hereby authorizes the Mayor to enter into a Release Agreement, substantially in the form attached hereto as Exhibit A and incorporated herein by reference; and further authorizes the Mayor, Law Director, Director of Finance, and such other appropriate officials of the City to do all things necessary to carry out the terms and conditions of such Agreement.

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

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

Section 5. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to resolve the aforesaid issues in order to provide the necessary repairs to the Walter F. Ehrnfelt Recreation & Senior Center, 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	_____	_____
Kosek	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

Attest: _____
 Clerk of Council

ORD. No. 2018-090 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

AGREEMENT

This Agreement is made and entered into on the _____ day of June, 2018, by and between the City of Strongsville ("Strongsville") and Pennsylvania National Mutual Casualty Insurance Company ("Penn National").

RECITALS

WHEREAS, Strongsville entered into a contract with Alabasi Construction, Inc. ("Alabasi") dated March 10, 2017, for the performance of certain work (the "Contract") for the construction of a "complete renovation of four (4) locker room/restroom facilities for the Ehrnfelt Recreation and Senior Center" (the "Project") located in Strongsville, Ohio; and

WHEREAS, in connection with the Contract and the Project, Alabasi requested and Penn National provided a Contract Bond, Bond No. SB0374861 (the "Contract Bond") and a Payment Bond, Bond No. SB0374861 (the "Payment Bond"); and

WHEREAS, during the course of Alabasi's performance of the Contract in connection with the Project, Strongsville asserted and claimed that Alabasi was in breach of its obligations pursuant to the Contract and, on or about December 9, 2017, Strongsville notified Alabasi and Penn National of its intent to terminate the Contract and by written notice dated on or about December 22, 2017, Strongsville did issue formal notice of its termination of the Contract with Alabasi, effective December 22, 2017; and

WHEREAS, in connection with the notice of intent to terminate, the notice of termination, and in written notices thereafter, Strongsville did make a demand upon Penn National for performance pursuant to the Contract Bond; and

WHEREAS, Strongsville has asserted claims against the Contract Bond for completion costs, engineering costs, liquidated damages and other items; and

WHEREAS, Strongsville and Penn National wish to amicably resolve all of Strongsville's claims, of any nature, under and against the Contract Bond, under the terms and conditions set out in this Agreement.

NOW, THEREFORE, Strongsville and Penn National agree as follows:

1. Recitals. The Recitals set forth above are incorporated herein and made a part of this Agreement.

2. Payment. Within 21 days of the date on which all Parties to this Agreement have executed and delivered this Agreement to the other Party to the Agreement, Penn National shall pay to Strongsville by check made payable to the "City of Strongsville" and delivered to Joseph Dubovec, Director of Finance, the total sum of Sixty-Eight Thousand One Hundred Twenty-Eight and 00/100 (\$68,128.00) Dollars. The payment will be made pursuant to the Contract Bond. To the extent of the payment by Penn National in the amount of Sixty-Eight Thousand One Hundred Twenty-Eight and 00/100 (\$68,128.00) Dollars, Strongsville assigns its rights against Alabasi to

Penn National, but only to that extent, and Strongsville otherwise retains and reserves all of its rights and claims against Alabasi.

3. Release. For and in consideration of the payment of the amount set forth in paragraph 2, above, Strongsville and its agents, employees, representatives and assigns release, relinquish and fully discharge any and all claims it has, had, or may in the future have, known and unknown, for any and all claims, losses, costs, interest, expenses, attorneys' fees, damages, and expenditures in any way relating to or arising out of the Project, the Contract Bond and/or the Contract. This release includes but is not limited to any claim by Strongsville for reimbursement in the event it pays any lien claim or other claim of a subcontractor, materialman, or laborer, at any level in connection with the Contract and/or the Project except as specifically set out to the contrary in the following Paragraph 4. It is the intention of the Parties to this Agreement that upon payment by Penn National to Strongsville of the sum set forth in paragraph 2, the Contract Bond is and shall be canceled and released. Penn National's obligations pursuant to the Contract Bond having been fully satisfied by payment of the amount set forth in paragraph 2.

4. Payment Bond. Nothing set forth in this Agreement shall release Penn National from its obligations, if any, pursuant to the Payment Bond provided, however, that likewise nothing set forth in this Agreement shall be deemed to establish, expand or otherwise alter Penn National's obligations pursuant to the Payment Bond, all such rights and defenses being specifically reserved and not waived.

5. Principal's Rights. It is expressly agreed and understood by all Parties to this Agreement that in entering into this Agreement, Penn National does not waive, release, or otherwise relinquish any rights or claims of its principal, Alabasi, as they relate to the Contract, the Bond and/or Strongsville. The rights of Alabasi, if any, are specifically reserved.

6. Strongsville's Rights. It is expressly agreed and understood by all Parties to this Agreement that in entering into this Agreement, Strongsville does not waive, release, or otherwise relinquish any rights, defenses or claims it has against Alabasi, as they relate to the Contract and the Project. It is further expressly agreed and understood by all Parties to this Agreement that in entering into this Agreement, Strongsville does not waive, release, or otherwise relinquish any rights or claims it has or may have against Alabasi, Alabasi's subcontractors, suppliers and/or materialmen concerning any guarantees and/or warranties for all materials, equipment furnished and work performed as they relate to the Contract and the Project. The rights of the City are specifically reserved.

7. Integration and Merger. This Agreement constitutes the final expression of the entire agreement between the Parties with respect to its subject matter. No oral agreements exist between the Parties and all oral representations are merged into this Agreement. The Parties expressly acknowledge that this Agreement is integrated and merged and admit that they may not reasonably rely on any prior or contemporaneous representations made by any Party prior to or at the time of execution of this Agreement that are not otherwise expressly stated in the terms of this Agreement.

8. Modification and Amendment. This Agreement may not be amended, waived or modified in any manner without the prior written consent in writing of the Party against whom the amendment, waiver or modification is sought to be enforced.

9. Construction. This Agreement is a negotiated document. Each party has cooperated in the preparation of this Agreement, and the Agreement shall not be construed for or against any of the Parties. The invalidity, in whole or in part, of any term of this Agreement does not affect the validity of the remainder of this Agreement.

10. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The Parties acknowledge that this Agreement may be executed by facsimile and/or PDF Format, and that execution of signatures in such format shall be considered to be made as an original. The Agreement may be delivered by facsimile or via electronic mail.

11. Governing Law. The validity, construction and interpretation of this Agreement shall be governed by the laws of the State of Ohio (without regard to conflict of law principles).

12. Consideration. The Parties acknowledge good and valuable consideration in the terms of this Settlement Agreement.

13. Authority. The persons signing this Agreement on behalf of the respective Parties represent and warrant that he/she has the authority to enter into this Agreement.

IN WITNESS WHEREOF, the Parties to this Agreement have caused their properly authorized representatives to read and sign this Agreement.

City of Strongsville, Ohio

Pennsylvania National Mutual Casualty
Insurance Company

By: _____

By: _____

Its: _____

Its: _____