



City of Strongsville

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

March 14, 2019

City Council

Matthew P. Patten
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

MEETING NOTICE

City Council has scheduled the following meeting for **Monday, March 18, 2019**, 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 7:00 p.m. All committees listed will meet immediately following the previous committee:

7:00 P.M.

First Energy Representative Karen Kirsh, along with Engineering Manager Jay Fisk, will be present to discuss any updates to the power outages reported at a prior council meeting.

Planning, Zoning & Engineering will meet to discuss Ordinance No. 2019-029.

Public Safety & Health Committee will meet to discuss Ordinance Nos. 2019-039, 2019-041 and 2019-042.

Finance Committee will meet to discuss Ordinance No. 2019-044 Resolution Nos. 2019-043 and 2019-045.

Public Service & Conservation Committee will meet to discuss Resolution Nos. 2019-046, 2019-047, 2019-048 and 2019-049.

Recreation & Community Services Committee will meet to discuss Ordinance Nos. 2019-050, 2019-051, 2019-052 and 2019-053.

Committee of the Whole:

The committee will then consider a motion to adjourn into **Executive Session** with the Law Director and other members of the Administration for the purpose of discussing the sale of real property and pending civil litigation.

8:00 P.M.

Regular Council Meeting

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

BY ORDER OF THE COUNCIL:

Aimee Pientka, MMC
Clerk of Council





STRONGSVILLE CITY COUNCIL REGULAR MEETING
MONDAY, MARCH 18, 2019 AT 8:00 P.M.
Mike Kalinich Sr. City Council Chamber
18688 Royalton Road, Strongsville, Ohio



AGENDA

1. CALL TO ORDER:
2. PLEDGE OF ALLEGIANCE:
3. CERTIFICATION OF POSTING:
4. ROLL CALL:
5. COMMENTS ON MINUTES:
 - *Council Meeting – March 4, 2019*
6. APPOINTMENTS, CONFIRMATIONS, AWARDS AND RECOGNITION:
 - *Mayor's appointment and Council confirmation of Kenneth M. Dooner to fill the current vacancy and unexpired term through January 31, 2022, as a member of the City's Civil Service Commission.*
7. REPORTS OF COUNCIL COMMITTEE:
 - SCHOOL BOARD – All Council:
 - SOUTHWEST GENERAL HEALTH SYSTEM – Mr. Short:
 - BUILDING AND UTILITIES – Mr. Patten:
 - COMMUNICATIONS AND TECHNOLOGY – Ms. Kosek:
 - ECONOMIC DEVELOPMENT – Ms. Kosek:
 - 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:

- Ordinance No. 2019-029 by Mayor Perciak and All Members of Council. AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN VACANT PROPERTY LOCATED ON SOUTH DRIVE (PPNS 395-07-043 and 395-07-044) IN THE CITY OF STRONGSVILLE, FROM R1-75 (ONE FAMILY 75) CLASSIFICATION TO GB (GENERAL BUSINESS) CLASSIFICATION. *First reading and referred to Planning Commission 02-19-19. Favorable recommendation by the Planning Commission 03-14-19.*
- Ordinance No. 2019-039 by Ms. Kosek and Ms. Roff. AN ORDINANCE ENACTING NEW SECTIONS 636.23 AND 636.24 OF CHAPTER 636 OF PART SIX-GENERAL OFFENSES CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE CONCERNING ELECTRONIC SMOKING DEVICES. *First reading 03-04-19.*
- Ordinance No. 2019-041 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ACCEPT A TOTAL LOSS SETTLEMENT FOR THE DISPOSAL OF A CITY OF STRONGSVILLE POLICE DEPARTMENT VEHICLE NO LONGER FIT FOR ANY MUNICIPAL PURPOSE, AND DECLARING AN EMERGENCY.
- Ordinance No. 2019-042 by Mayor Perciak and All Members of Council. AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT TO PROVIDE PUBLIC SAFETY DISPATCH SERVICES TO OLMSTED TOWNSHIP, AND DECLARING AN EMERGENCY.
- Resolution No. 2019-043 by Mayor Perciak and All Members of Council. A RESOLUTION DECLARING THE AMOUNT OF TAXES THAT MAY BE RAISED BY A LEVY WITHIN THE TEN (10) MILL LIMITATION AND WITHOUT A VOTE OF THE ELECTORS IN THE CITY OF STRONGSVILLE TO BE INSUFFICIENT, AND DECLARING AN EMERGENCY.
- Ordinance No. 2019-044 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH SOUTHWEST GENERAL HEALTH CENTER FOR THE LEVY OF A TAX AND THE PAYMENT OF THE PROCEEDS THEREOF FOR THE MAINTENANCE AND SUPPORT AND AS COMPENSATION FOR THE USE OF SAID HEALTH CENTER, AND DECLARING AN EMERGENCY.
- Resolution No. 2019-045 by Mayor Perciak and All Members of Council. A RESOLUTION IN SUPPORT OF THE PASSAGE OF THE HEALTH CENTER RENEWAL LEVY.

- Resolution No. 2019-046 by Mayor Perciak and All Members of Council. A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS FOR MATERIALS AND SERVICES IN CONNECTION WITH THE PAINT STRIPING OF CERTAIN STREETS AND HIGHWAYS FOR 2019 AND 2020, WITHIN THE CITY OF STRONGSVILLE.
- Resolution No. 2019-047 by Mayor Perciak and All Members of Council. A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS FOR SWEEPING OF STREETS FOR 2019 AND 2020, WITHIN THE CITY OF STRONGSVILLE.
- Resolution No. 2019-048 by Mayor Perciak and All Members of Council. A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS FOR THE PURCHASE OF ASPHALT MATERIALS FOR USE DURING 2019 AND 2020 BY THE SERVICE DEPARTMENT OF THE CITY OF STRONGSVILLE.
- Resolution No. 2019-049 by Mayor Perciak and All Members of Council. A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS FOR THE PURCHASE OF GENERAL PAVEMENT SERVICES FOR 2019 TO BE USED BY THE DEPARTMENT OF PUBLIC SERVICE OF THE CITY OF STRONGSVILLE.
- Ordinance No. 2019-050 by Mayor Perciak and All Members of Council. AN ORDINANCE REPEALING ORDINANCE NO. 2018-174; AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH NORTHERN HASEROT FOR THE PURCHASE OF GENERAL FOODS AND DAIRY PRODUCTS FOR USE AT THE WALTER F. EHRNFELT RECREATION & SENIOR CENTER, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.
- Ordinance No. 2019-051 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A NON-EXCLUSIVE RENTAL/OCCUPANCY AGREEMENT WITH THE STRONGSVILLE LACROSSE ASSOCIATION ON A LIMITED BASIS FOR 2019, FOR THE CITY'S FOOTBALL FIELDS LOCATED ON LUNN ROAD IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Ordinance No. 2019-052 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT FOR THE SALE AND TRANSFER OF TWO USED AND OBSOLETE 75-FOOT SWIMMING POOL LANE LINES TO HUNTINGTON PARK SWIM TEAM, WAIVING COMPETITIVE BIDDING, AND DECLARING AN EMERGENCY.
- Ordinance No. 2019-053 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE DISPOSAL OF VARIOUS ITEMS OF EQUIPMENT AND FURNITURE UTILIZED BY THE CITY OF STRONGSVILLE DEPARTMENT OF RECREATION & SENIOR SERVICES AND SERVICE DEPARTMENT, AND NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE.

11. COMMUNICATIONS, PETITIONS AND CLAIMS:
12. MISCELLANEOUS BUSINESS:
13. ADJOURNMENT:

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2019 – 029

By: Mayor Perciak and All Members of Council

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN VACANT PROPERTY LOCATED ON SOUTH DRIVE (PPNS 395-07-043 and 395-07-044) IN THE CITY OF STRONGSVILLE, FROM R1-75 (ONE FAMILY 75) CLASSIFICATION TO GB (GENERAL BUSINESS) CLASSIFICATION.

WHEREAS, the owner of certain vacant property located on South Drive, being permanent parcel numbers 395-07-043 and 395-07-044 (the "property"), has submitted a petition to the City requesting rezoning of the property from R1-75 (One Family 75) classification to GB (General Business) classification; and

WHEREAS, Article VIII, Section 6 of the City Charter provides that neither the Council, the Mayor, any Board, including Board of Appeals, or Commission appointed pursuant to this Charter, or any ordinance or resolution of this Municipality, nor any other agent, employee, person or organization acting for or on behalf of this Municipality, by whatever authority or purported authority, shall by ordinance, resolution, motion, proclamation, statement, legislative or administrative action, or variance effect a change in the zoning classification or district of any property or area in the City of Strongsville from R1-75 (One Family 75) or R1-100 (One Family 100) commonly known as single family residential, or by whatever other name called, to any other zoning classification or district unless the change or grant, after adoption in accordance with applicable administrative and/or legislative procedures, is approved at a regularly scheduled election by a majority vote of the electors voting thereon, in the City of Strongsville and in each ward in which the change is applicable to property in the ward.

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

Section 1. That the Zoning Map of the City of Strongsville, adopted by Section 1250.03 of Title Six, Part Twelve of the Codified Ordinances of Strongsville, be amended to change the zoning classification from R1-75 (One Family 75) classification to GB (General Business) classification, of certain property described in Exhibits A and B, and depicted in Exhibit C, attached hereto and incorporated herein as if fully rewritten; provided that such amendment is approved at a regularly scheduled election by a majority vote of the electors voting thereon in the City of Strongsville and in each ward in which the change is applicable to the property in the ward.

Section 2. That, after approval by the electors as set forth in Section 1 above, the Clerk of Council is hereby authorized to cause the necessary changes on the Zoning Map to be made in order to reflect the zoning change in classification as provided in this Ordinance.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2019 – 029
Page 2

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

Section 4. That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

First reading: February 19, 2019
 Second reading: _____
 Third reading: _____
 Public Hearing: _____

Referred to Planning Commission

February 20, 2019.
 Favorable Recommendation
 Approved: by Planning Commission
March 14, 2019

 President of Council

Approved: _____
 Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
 Clerk of Council

ORD. No. 2019-029 Amended: _____
 1st Rdg. 02/19/19 Ref: PC/PZE
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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



LEGAL DESCRIPTION
Sublot 16
PPN 395-07-043 South Drive
Strongsville, Ohio

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio and known as being Sublot 16 in H. F. Redick's Metropolitan Estates Subdivision No. 1, of part of Original Strongsville Township Lot Nos. 50 and 51, as shown by the recorded plat in Volume 111 of Maps, Page 16 of Cuyahoga County Records.

EXHIBIT A



LEGAL DESCRIPTION
Sublot 15
PPN 395-07-044 South Drive
Strongsville, Ohio

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio and known as being Sublot 15 in H. F. Redick's Metropolitan Estates Subdivision No. 1, of part of Original Strongsville Township Lot Nos. 50 and 51, as shown by the recorded plat in Volume 111 of Maps, Page 16 of Cuyahoga County Records.

EXHIBIT B

Plot Plan

PARCELS TO BE REZONED

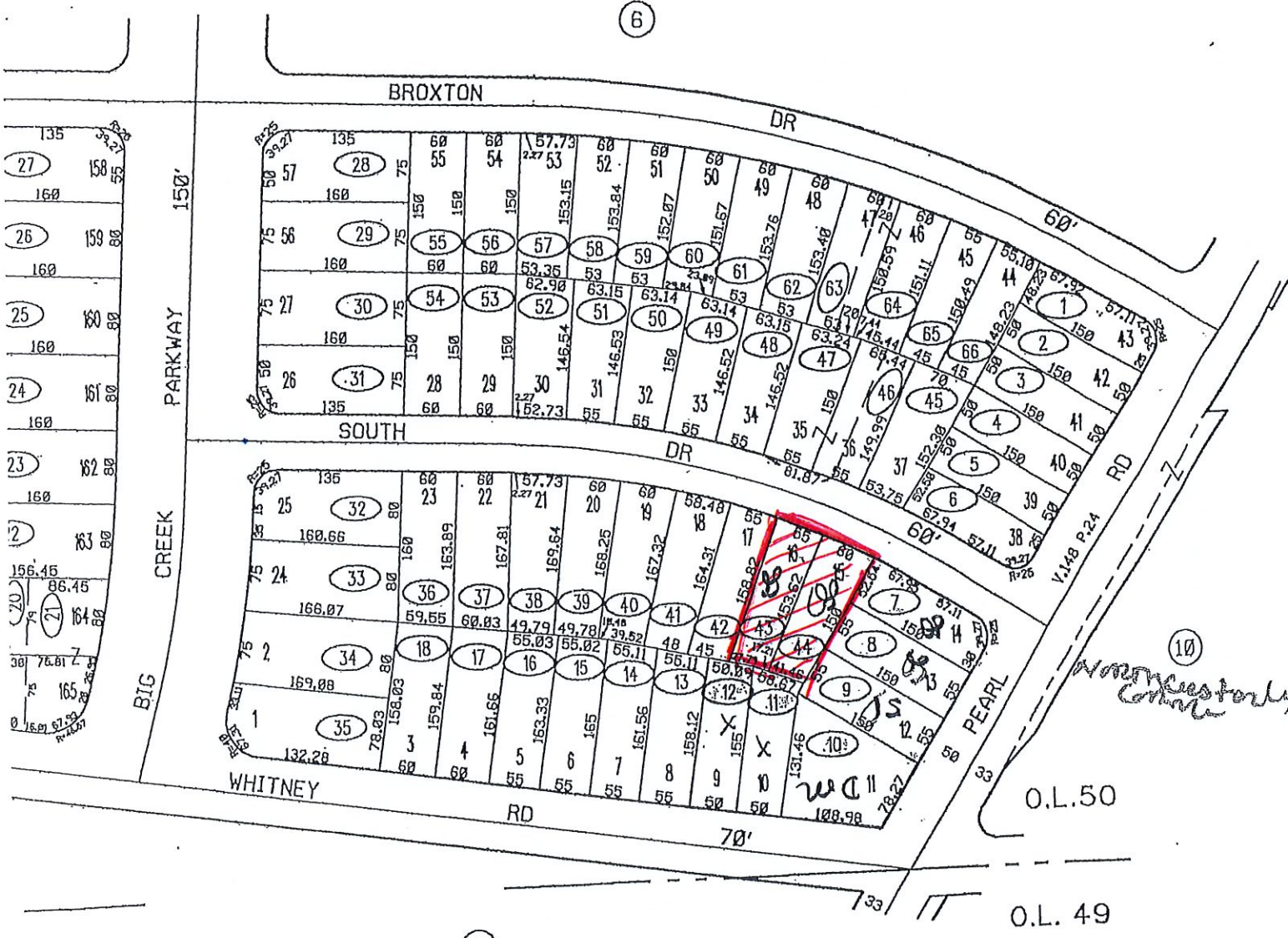


EXHIBIT C

PETITION FOR ZONING CHANGE

Ordinance Number: 2019-029

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

I/We, the undersigned owner(s) of the property set above our names on the Property Description Form attached to this document, hereby petition your Honorable Body that said property be changed from a class Residential use to a class General Business use.

Such change is necessary for the preservation and enjoyment of a substantial property right because: 1. Property on Back (South side) of these two parcels are already zoned general business

2. Three lots on East side of these two parcels are also zoned general business i.e. west side of Pearl Rd.

Such change will not be materially detrimental to the public welfare nor to the property of other persons located in the vicinity because The lot in question is not a site of any current residential structure or development plans. Without a change in zoning, it would remain vacant. The zoning change would allow for commercial services to be offered to persons in the vicinity, creating a material benefit.

Please list other supporting documents (if any) which accompany this petition:

- 1. Legal Description
- 2. Property Deed
- 3. _____

THE PROPOSED USE OF THE PROPERTY IS: General Business

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

Name: Shirishbhai and Rashmika Patel

Address: 21688 Briar Bush Ln. Strongsville Ohio 44149

Telephone Number: Home: 440-234-1308, Cell. Ph. 1: 440-384-4103 Cell. Ph. 2: 913-787-0597

Rashmika Patel - Shirishbhai K. Patel
Signature of Owner(s)



Notary Public, State of Ohio
My commission expires 10/24/20
I appear to and subscribed in my presence this 28th day of January, 2019.
Anand Putrino
Notary Public
My commission expires: 10/24/20

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

PROPERTY DESCRIPTION FORM

Ordinance Number: 2019-029

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

Address of Property: South Dr. Strongsville Ohio 44136

Permanent Parcel No.: 395 07 043 & 395 07 044

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

Number and type of buildings which now occupy property (if any): None (vacant lots)

Acreage: 0.325 Approx. 0.360

Said property (has) (had) the following deed restrictions affecting the use thereof (attach copy): None

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

Said property is presently under lease or otherwise encumbered as follows: No

Owner(s)	Percent of Ownership:
1. <u>Shirishbhai K. Patel</u>	<u>50</u> %
2. <u>Rashmika S. Patel</u>	<u>50</u> %
3. _____	_____ %

Rashmika Patel - Shirishbhai K. Patel
Signature of Owner(s)

State of Ohio)
County of Cuyahoga)

Sworn to and subscribed to in my presence this 28th day of January, 2019.

Andrea Putrino
Notary Public

My commission expires 10/24/20



Andrea Putrino
Notary Public, State of Ohio
My commission expires 10/24/2020

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

CITY OF STRONGSVILLE
OFFICE OF THE COUNCIL

MEMORANDUM

TO: Ken Mikula, City Engineer

FROM: Aimee Pientka, Clerk of Council

DATE: January 29, 2019

SUBJECT: Rezoning Application
Shirishbhai and Rashmika Patel; Owners
PPNs: 395-07-043 & 395-07-044
Address: South Drive
From Residential (R1-75) to General Business (GB)

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

Thank you.

AKP
Attachments

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

CITY OF STRONGSVILLE
OFFICE OF THE COUNCIL

MEMORANDUM

TO: Planning Commission
FROM: Tiffany Mekeel, Assistant Clerk of Council
DATE: February 20, 2019
SUBJECT: Referral from Council: Ordinance No. 2019-029

Please be advised that at its regular meeting of February 19, 2019, City Council referred the following Ordinance to the Planning Commission for its report and recommendation thereon:

- Ordinance No. 2019-029 by Mayor Perciak and All Members of Council. AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN VACANT PROPERTY LOCATED ON SOUTH DRIVE (PPNS 395-07-043 and 395-07-044) IN THE CITY OF STRONGSVILLE, FROM R1-75 (ONE FAMILY 75) CLASSIFICATION TO GB (GENERAL BUSINESS) CLASSIFICATION. *First reading and referred to Planning Commission 02/19/19.*

A copy of the Ordinance is attached for Planning Commission review.

TAM
Attachment

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2019 – 039

By: Ms. Kosek and Ms. Roff

AN ORDINANCE ENACTING NEW SECTIONS 636.23 AND 636.24 OF CHAPTER 636 OF PART SIX-GENERAL OFFENSES CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE CONCERNING ELECTRONIC SMOKING DEVICES.

WHEREAS, tobacco use is the leading cause of preventable death in the United States; and

WHEREAS, cigarette smoking is responsible for more than 480,000 deaths each year in the United States, including more than 41,000 deaths resulting from secondhand smoke exposure; and

WHEREAS, if smoking continues at the current rate among youth in the United States, 5.6 million Americans under the age of eighteen (18) are expected to die prematurely from a smoking-related illness; and

WHEREAS, persons under the age of eighteen (18) are prohibited by law from purchasing or possessing cigarettes and other tobacco products, and retailers are prohibited from selling them to minors. New tobacco-less products, however, commonly referred to as "electronic cigarettes," "e-cigarettes," "e-cigars," "e-cigarillos," "e-pipes," "e-hookahs," or "electronic nicotine delivery systems," allow the user to simulate cigarette smoking. These products may be purchased by minors and are being marketed without age restrictions or health warnings and come in different flavors that appeal to young people; and

WHEREAS, the production and distribution of e-cigarettes and similar devices are not currently regulated by federal or state authorities, and the U.S. Food and Drug Administration ("FDA") has not completed testing of these products. However, initial studies by the FDA have determined that e-cigarettes and similar devices can increase nicotine addiction among young people and contain chemical ingredients known to be harmful, which may expose users and the public to potential health risks; and

WHEREAS, statistics about e-cigarette use by United States youth show that among middle and high school students, 3.62 million were current users of e-cigarettes in 2018; and

WHEREAS, e-cigarette use, from 2017 to 2018, increased 78 percent among high school students and 48 percent among middle school students; and

WHEREAS, the purpose of this Ordinance is to protect the public health, safety and welfare of the property and persons in the City of Strongsville by prohibiting persons under eighteen (18) years of age from possessing and using electronic smoking devices, and prohibiting the sale of electronic smoking devices to persons under eighteen (18) years of age.

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

Section 1. That Section 636.23 of Chapter 636 of Part Six-General Offenses Code of the Codified Ordinances of the City of Strongsville, be and is hereby enacted in order that it shall read in its entirety as follows:

636.23 PROHIBITING CHILD FROM POSSESSING, USING, PURCHASING OR RECEIVING AN ELECTRONIC SMOKING DEVICE.

(a) As used in this section:

- (1) "Child" means a person who is under eighteen (18) years of age;
- (2) "Electronic Smoking Device" means any electronic delivery device and product containing or delivering nicotine, lobelia or any other substance intended for human consumption that can be used by a person to simulate smoking in the delivery of nicotine or any other substance through inhalation of vapor from the product. Electronic smoking device shall include any component, part, or accessory of such a device, whether or not sold separately, and includes any substance intended to be aerosolized or vaporized during the use of the device. Electronic Smoking Device shall not include any product that has been approved or otherwise certified by the U.S. Food and Drug Administration for legal sales for use in tobacco cessation treatment or other medical purposes, and is being marketed and sold solely for that approved purpose; and
- (3) "Detained" means the temporary care of a child pending Juvenile Court adjudication or disposition, or execution of a Juvenile Court order, in a public or private facility designed to physically restrict the movement and activities of a child.
- (4) "Youth Smoking Education Program" means a private or public agency that is related to tobacco use, prevention, and cessation, that is carried out or funded by the Ohio Department of Health pursuant to Section 3701.84 of the Ohio Revised Code, that utilizes educational methods focusing on the negative health effects of smoking and using tobacco products, and that is not more than twelve hours in duration.

(b) No child shall do any of the following unless accompanied by a parent, spouse who is eighteen years of age or older, or legal guardian of the child:

- (1) Use, consume or possess an Electronic Smoking Device.
- (2) Purchase or attempt to purchase an Electronic Smoking Device.
- (3) Order, pay for, or share the cost of an Electronic Smoking Device.
- (4) Except as provided in division (e) of this section, accept or receive an Electronic Smoking Device.

(c) No child shall knowingly furnish false information concerning that child's name, age, or other identification for the purpose of obtaining an Electronic Smoking Device.

(d) A Juvenile Court shall not adjudicate a child a delinquent or unruly child for a violation of division (b)(1), (2), (3), or (4) or (c) of this Section.

- (e) (1) It is not a violation of division (b)(4) of this Section for a child to accept or receive an Electronic Smoking Device if the child is required to do so in the performance of the child's duties as an employee of that child's employer and the child's acceptance or receipt of an Electronic Smoking Device occurs exclusively within the scope of the child's employment.
- (2) It is not a violation of division (b)(1), (2), (3), or (4) of this Section if the child possesses, purchases or attempts to purchase, orders, pays for, shares the cost of, or accepts or receives an Electronic Smoking Device, while participating in an inspection or compliance check conducted by a federal, state, local, or corporate entity at a location at which Electronic Smoking Devices are sold or distributed.
- (3) It is not a violation of division (b)(1) or (4) of this Section for a child to accept, receive, use, consume, or possess an Electronic Smoking Device while participating in a research protocol if all of the following apply:
 - (A) The parent or legal guardian of the child has consented in writing to the child participating in the research protocol.
 - (B) A review board sanctioned by the appropriate federal or state agency, or an equivalent entity, has approved the research protocol.
 - (C) The child is participating in the research protocol at the facility or location specified in the research protocol.

(f) If a Juvenile Court finds that a child violated division (b)(1), (2), (3), (4) or (c) of this Section, the court may do any or all of following:

- (1) Require the child to attend a youth smoking education program or other smoking treatment program approved by the court, if one is available.
- (2) Require the child to perform not more than ten (10) hours of community service.
- (3) Impose a fine of not more than One Hundred Dollars (\$100.00).

(g) If a child disobeys a Juvenile Court order issued pursuant to division (f) of this Section, the court may do any or all of the following:

- (1) Increase the fine imposed upon the child under division (f)(3) of this Section.
- (2) Require the child to perform an additional twenty (20) hours of community service.
- (3) Suspend for a period of thirty (30) days the temporary instruction permit, probationary driver's license, or driver's license issued to the child.

(h) A child alleged or found to have violated division (b) or (c) of this Section shall not be detained under any provision of this Chapter or any other provision of the Revised Code.

Section 2. That Section 636.24 of Chapter 636 of Part Six-General Offenses Code of the Codified Ordinances of the City of Strongsville, be and is hereby enacted in order that it shall read in its entirety as follows:

636.24 ILLEGAL DISTRIBUTION OF OR PERMITTING CHILDREN TO USE AN ELECTRONIC SMOKING DEVICE.

(a) As used in this Section:

- (1) "Age verification" means a service provided by an independent third party (other than a manufacturer, producer, distributor, wholesaler, or retailer of an Electronic Smoking Device) that compares information available from a commercially available database, or aggregate of databases, that regularly are used by government and businesses for the purpose of age and identity verification to personal information provided during an internet sale or other remote method of sale to establish that the purchaser is eighteen (18) years of age or older.
- (2) "Child" means a person who is under eighteen (18) years of age.
- (3) "Distribute" means to furnish, give, or provide an Electronic Smoking Device to the ultimate consumer of an Electronic Smoking Device.
- (4) "Proof of age" means a driver's license, a commercial driver's license, a military identification card, a birth certificate, a passport, or an identification card issued under Sections 4507.50 to 4507.52 of the Revised Code that shows that a person is eighteen (18) years of age or older.
- (5) "Electronic Smoking Device" means any electronic delivery device and product containing or delivering nicotine, lobelia, or any other substance intended for human consumption that can be used by a person to simulate smoking in the delivery of nicotine or any other substance through inhalation of vapor from the product. Electronic Smoking Device shall include any component, part, or accessory of such a device, whether or not sold separately, and includes any substance intended to be aerosolized or vaporized during the use of the device. Electronic Smoking Device shall not include any product that has been approved or otherwise certified by the United States Food and Drug Administration for legal sales for use in tobacco cessation treatment or other medical purposes, and is being marketed and sold solely for that approved purpose.

(b) No manufacturer, producer, distributor, wholesaler, or retailer of an Electronic Smoking Device, no agent, employee, or representative of a manufacturer, producer, distributor, wholesaler, or retailer of an Electronic Smoking Device, and no other person shall do any of the following:

- (1) Give, sell, or otherwise distribute an Electronic Smoking Device to any child.
- (2) Knowingly furnish any false information regarding the name, age, or other identification of any child with purpose to obtain an Electronic Smoking Device.
- (3) Give, sell, or otherwise distribute an Electronic Smoking Device over the internet or through another remote method without age verification.

(c) The following are affirmative defenses to a charge under division (b)(1) of this Section:

- (1) The child was accompanied by a parent, spouse who is eighteen (18) years of age or older, or legal guardian of the child.
- (2) The person who gave, sold, or distributed Electronic Smoking Devices to a child under division (b)(1) of this Section is a parent, spouse who is eighteen (18) years of age or older, or legal guardian of the child.

(d) It is not a violation of division (b)(1) or (2) of this Section for a person to give or otherwise distribute to a child Electronic Smoking Devices while the child is participating in a research protocol if all of the following apply:

- (1) The parent or legal guardian of the child has consented in writing to the child participating in the research protocol.
- (2) A review board sanctioned by the appropriate federal or state agency, or an equivalent entity, has approved the research protocol.
- (3) The child is participating in the research protocol at the facility or location specified in the research protocol.

- (e) (1) Whoever violates division (b)(1) or (3) of this Section is guilty of illegal distribution of Electronic Smoking Devices. Except as otherwise provided in this division, illegal distribution of an Electronic Smoking Device is a misdemeanor of the fourth degree. If the offender previously has been convicted of a violation of division (b)(1) or (3) of this Section, illegal distribution of Electronic Smoking Devices is a misdemeanor of the third degree.
- (2) Whoever violates division (b)(2) of this Section is guilty of permitting children to use an Electronic Smoking Device. Except as otherwise provided in this division, permitting children to use Electronic Smoking Devices is a misdemeanor of the fourth degree. If the offender previously has been convicted of a violation of division (b)(2) of this Section, permitting children to use an Electronic Smoking Device is a misdemeanor of the third degree.

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

Section 4. That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2019 – 039
Page 6

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

Attest: _____
Clerk of Council

ORD. No. 2019-039 Amended: _____
1st Rdg. 03-04-19 Ref: PS+H
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2019 - 041

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ACCEPT A TOTAL LOSS SETTLEMENT FOR THE DISPOSAL OF A CITY OF STRONGSVILLE POLICE DEPARTMENT VEHICLE NO LONGER FIT FOR ANY MUNICIPAL PURPOSE, AND DECLARING AN EMERGENCY.

WHEREAS, a City of Strongsville Police vehicle recently was involved in a collision during the normal course of duty; and

WHEREAS, such vehicle was a 2016 Dodge Charger, VIN 2C3CDXKT9GH348097; and

WHEREAS, the City's insurance carrier, Travelers Insurance, has determined that since the vehicle sustained extensive damage, it is no longer fit for any municipal purpose, and has deemed the vehicle a total loss; and

WHEREAS, therefore, the City's insurance carrier has further determined that the total loss settlement for such vehicle, based on current market valuation, will be in the amount of \$21,768.50; and

WHEREAS, this Council is desirous of accepting such total loss settlement in order to properly dispose of the vehicle.

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

Section 1. That this Council finds that the Police Department vehicle known as a 2016 Dodge Charger, VIN 2C3CDXKT9GH348097, has been determined to be unfit for any municipal purpose and that it will be in the best interests of the City that such vehicle be deemed to be a total loss.

Section 2. That, pursuant to Article IV, Section 3(e) of the City Charter, the Mayor and Director of Finance be and are hereby authorized and directed to dispose of such vehicle by transfer to Travelers Insurance.

Section 3. That the Mayor and Director of Finance are authorized to effectuate the transfer of such vehicle to Travelers Insurance; and the Mayor and Director of Finance are further authorized to accept a total loss settlement for the vehicle in the amount of \$21,768.50, and are directed to execute all documents and perform all acts required to complete the total loss settlement for the vehicle.

Section 4. That the proceeds of the total loss settlement shall be deposited into the Emergency Vehicle Fund.

Section 5. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2019 - 041
Page 2

this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 6. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is in the best interests of the City to dispose of a Police vehicle unfit for any further municipal purpose by accepting a total loss settlement, 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	_____	_____
DeMio	_____	_____
Kosek	_____	_____
Patten	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

Attest: _____
 Clerk of Council

ORD. No. 2019-041 Amended: _____

1st Rdg. _____ Ref: _____

2nd Rdg. _____ Ref: _____

3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____

Adopted: _____ Defeated: _____

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2019 – 042

By: Mayor Perciak and All Members of Council

**AN ORDINANCE APPROVING AND AUTHORIZING THE
MAYOR TO ENTER INTO AN AGREEMENT TO PROVIDE
PUBLIC SAFETY DISPATCH SERVICES TO OLMSTED
TOWNSHIP, AND DECLARING AN EMERGENCY.**

WHEREAS, Ohio Revised Code Section 737.04 authorizes the legislative authority of any municipal corporation to enter into a contract with another municipal corporation, upon any terms that are agreed upon, for police protection services; and

WHEREAS, Ohio Revised Code Section 9.60 authorizes a governmental entity to contract with another jurisdiction to obtain fire protection or emergency medical services; and

WHEREAS, Strongsville is a charter municipality with constitutionally-granted home rule powers; and

WHEREAS, Olmsted Township is an Ohio township with all powers conferred upon it by the Ohio Constitution and Ohio Revised Code; and

WHEREAS, Olmsted Township seeks to obtain necessary police and fire protection services from the City of Strongsville in the form of dispatch services ("Public Safety Services"); and

WHEREAS, Strongsville has previously entered into similar arrangements with the cities of North Royalton, Olmsted Falls, Berea and Brook Park for consolidated dispatch services through adoption of prior Ordinance Nos. 2014-012, 2014-177, 2014-178 and 2018-074, respectively; and

WHEREAS, it is now also the desire of Strongsville and Olmsted Township to provide for public safety dispatch services at Strongsville's consolidated Dispatch Center located currently at 13213 Pearl Road, in accordance with the terms and conditions set forth herein; and

WHEREAS, the parties desire to evidence their agreement that the City of Strongsville will provide dispatch services to Olmsted Township in exchange for compensation, and to evidence their respective responsibilities and obligations thereunder, all as set forth in the Agreement attached hereto and incorporated herein as Exhibit 1; and

WHEREAS, the Trustees of Olmsted Township have duly passed on March 13, 2019, an Resolution No. 043-2019 authorizing this Agreement with Strongsville for purchase of such Public Safety Services.

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

Section 1. That for the foregoing reasons, this Council approves and authorizes the Mayor to enter into an Agreement with Olmsted Township to provide certain Dispatch Services to Olmsted Township, based upon various terms and conditions reflected in an *Agreement for Public Safety Dispatch Services between the City of Strongsville, Ohio and Olmsted Township, Ohio*, all in substantially the form attached hereto as Exhibit 1, but subject to final adjustment by the Law Director.

Section 2. That the Mayor, Human Resources Director, Director of Finance, Director of Communication & Technology, and Director of Public Safety be and are hereby otherwise authorized to do whatever is reasonably necessary to implement and effectuate this Agreement.

Section 3. That any funds received pursuant to this Ordinance shall be deposited into the General Fund, and any expenditures required by the City to effectuate the Agreement have been appropriated for 2019 and shall be paid from the General Fund, and from any federal, state or county grant funding which may become 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 an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and further to ensure continuity of vital City communications operations and functions directly related to public safety, to facilitate applications for various related federal, state and/or county grants, 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	_____	_____
DeMio	_____	_____
Kosek	_____	_____
Patten	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

Attest: _____
 Clerk of Council

RESOLUTION 043-2019

AGREEMENT FOR PUBLIC SAFETY DISPATCH SERVICES BETWEEN THE CITY OF STRONGSVILLE, OHIO AND OLMSTED TOWNSHIP, OHIO

This Agreement is entered into as of this 13th day of March, 2019, by and between the **CITY OF STRONGSVILLE, OHIO** ("Strongsville"), an Ohio Municipal Corporation, with principal offices located at 16099 Foltz Parkway, Strongsville, Ohio 44149, and **OLMSTED TOWNSHIP, OHIO** ("Olmsted Township"), an Ohio Township, with principal offices located at 26900 Cook Road, Olmsted Township, Ohio 44138.

WHEREAS, Ohio Revised Code Section 9.60 authorizes a governmental entity to contract with another jurisdiction to obtain fire protection or emergency medical services; and

WHEREAS, Strongsville is a charter municipality with constitutionally-granted home rule powers; and

WHEREAS, Olmsted Township is an Ohio township with all powers conferred upon it by the Ohio Constitution and Ohio Revised Code; and

WHEREAS, Olmsted Township seeks to obtain necessary police and fire protection services from the City of Strongsville in the form of dispatch services ("Public Safety Services"); and

WHEREAS, the Strongsville City Council on _____, 2019 passed Ordinance No. 2019-042, authorizing this Agreement with Olmsted Township for public safety services; and

WHEREAS, the Trustees of Olmsted Township on March 13th, 2019 passed Resolution No. 043-2019, authorizing this Agreement with Strongsville for purchase of public safety services; and

WHEREAS, it is the desire of Strongsville and Olmsted Township to provide for public safety services in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and agreements herein contained, the parties, intending to be legally bound, agree as follows:

ARTICLE I – PUBLIC SAFETY DISPATCH SERVICES

A. Dispatch Services: Strongsville, through its dispatch center located at the City's Communications Center located at 13213 Pearl Road, Strongsville, Ohio, ("Dispatch Center"), agrees to dispatch Olmsted Township Police Department and Fire Department calls, on a twenty-four (24) hour basis, to authorized personnel of the Olmsted Township Police Department and the Olmsted Township Fire Department and other public safety resources generally with regard to emergency and non-emergency incidents, and with communication support and services/systems directly related to the dispatch function ("Dispatch Services"). Dispatch Services include but are not limited to the following: dispatching of Olmsted Township police, fire, EMS and service resources on emergency and non-emergency incidents, tracking and documenting the activity of Strongsville personnel providing dispatch services to Olmsted Township on incidents, providing

communication support on incidents, providing routine call information data, maintaining Dispatch Services to be Police LEADS capable, and fire station alerting system. The Dispatch Services including processing of calls, to be made available and provided to Olmsted Township shall be equivalent to those Dispatch Services that are provided to the City of Strongsville, and any and all other communities served by Strongsville Dispatch. Olmsted Township shall be solely responsible to monitor and/or maintain surveillance over any areas in the Township that have been designated as "Internet Purchase Exchange" locations, "Meet Up" locations, or any other area similarly designated.

B. Dispatch Services Equipment: Strongsville shall furnish all equipment necessary to provide the Dispatch Services to Olmsted Township, including but not limited to all initial base station radio equipment, furniture, consoles and telephone equipment directly related to dispatch functions, and shall routinely maintain such equipment in a reasonable manner. Olmsted Township shall deliver to Strongsville any radio consoles it owns or has control over, including any consoles or equipment it previously delivered to Cuyahoga Emergency Communications System ("CECOMS"). All decisions relating to the provision, maintenance, upgrading, and replacement of such equipment are and shall remain within the sole discretion of Strongsville. However, the parties agree that notice of major capital expenditures which may impact Olmsted Township shall be provided thirty (30) days prior to implementation; with payment to be governed by Article I(F) hereafter.

Olmsted Township shall provide all equipment necessary to receive the Dispatch Services in the field provided by Strongsville, including portable radios, mobile radios, mobile data terminals, in-car radio equipment, video cameras and monitors, and any other communications equipment, and shall maintain and replace such equipment in a manner that ensures compatibility with Strongsville's provision of Dispatch Services. Olmsted Township agrees to update and/or replace all equipment necessary to receive the Dispatch Services provided by Strongsville as may be necessary to ensure the provision of Dispatch Services. Any equipment or radio consoles delivered by Olmsted Township to Strongsville under this Agreement shall be returned to Olmsted Township in the event that said Agreement is ever terminated.

Olmsted Township acknowledges that Strongsville in the future may incur additional costs in upgrading, repairing, and replacing equipment necessary to provide the Dispatch Services for the benefit of Olmsted Township and other communities. Olmsted Township and Strongsville agree to negotiate, in good faith, their respective responsibility for any such costs for the benefit of Olmsted Township that are not reimbursed by grants.

Strongsville shall acquire the necessary equipment that will allow the Dispatch Center to communicate with the City of North Olmsted ("North Olmsted") so that Olmsted Township can fulfill its obligations under the Automatic Aid Agreement it has previously entered into with North Olmsted.

Olmsted Township shall be solely responsible to individually pay for its own user fees for such services as LEADS, CAD, RMS, MDC airtime, public notification, reverse 911 system, Code Red Alert System, and staff call-in systems.

C. Certain Support Services: Strongsville shall further provide Olmsted Township with data entry and/or related clerical services, specifically limited to those necessary to comply

with applicable LEADS requirements. Strongsville also agrees to provide prisoner booking and housing services subject to applicable daily fees, capacity limitations, and other routine terms and conditions which are reflected in the Strongsville Police Department's normal Agreement for Prisoner Housing, a copy of which is attached hereto and incorporated herein.

D. Personnel: Strongsville shall provide all personnel necessary to provide Dispatch Services to Olmsted Township. All staffing issues, including the number of dispatchers working at any given time, shall be determined by the Strongsville Chief of Police, Fire Chief and Safety Director. Strongsville shall be solely responsible for the management of all Dispatch Center personnel and all personnel-related issues are within the sole management discretion of Strongsville.

E. Operating Procedures/Operations: Control of operating procedures and operations for the dispatch center shall generally rest within the sole discretion of Strongsville. However, Strongsville agrees to undertake consultations in advance with Olmsted Township and any other contracting communities regarding any proposed material changes in operating procedures or policies, through a joint advisory board composed of two (2) representatives from each contracting community, being the Police and Fire Chiefs of each participating municipality/township or their respective designees. The board shall be established to meet periodically and make non-binding recommendations to the City of Strongsville concerning such operating procedures or policies, including but not limited to review, revisions and recommended changes concerning training standards and requirements; standard operating guidelines, policies and procedures; and purchasing and replacement of technical equipment to enhance operations and public safety. Supervision and management over dispatch personnel shall lie solely with the City of Strongsville. Notwithstanding the above, nothing undertaken by the City of Strongsville in connection with its operation of the dispatch center shall materially interfere with the standard operating procedures, response protocols, or other internal operations of the Township or the other various individual contracting communities. Notwithstanding the above, the parties will utilize best efforts to seek maximum participation by all communities in the process of determining future procedures and policies for Dispatch Center operations.

F. Payment for Dispatch Services: Olmsted Township, in consideration of the provision of the Dispatch Services outlined herein, agrees to pay Strongsville the amount of Twenty Thousand Two Hundred Fifty and 00/100 Dollars (\$20,250.00) per month by the first (1st) of each month for Dispatch Services provided in that month for the first eighteen (18) months of operation.

The parties agree to meet directly and/or through the Advisory Board by July 31st of each calendar year, or such other date as is mutually agreeable, to evaluate the sufficiency of payments for future Dispatch Services and to discuss in good faith any proposed changes whether increases or decreases in user fees based on an operational cost analysis to include evaluation of costs distribution, changes in workloads, economies of scale and labor costs.

In any event, if workload volume directly related to Olmsted Township increases to a point that additional staffing becomes necessary, the City of Strongsville may within its sole discretion, but after consultation with Olmsted Township, increase monthly fees, and if announced by October 1st for the following calendar year. Notwithstanding, the parties further agree that the foregoing monthly payments shall increase, as necessary, to cover any additional expenses, including

contractual wage increases, health insurance increases, and other personnel-related costs, associated with Strongsville's cost of employing the additional dispatch personnel necessary to provide Dispatch Services to Olmsted Township. Strongsville shall notify Olmsted Township, in writing, of any such additional expenses at least thirty (30) days prior to the effective date of any increase in payment to Strongsville for dispatch services.

G. No Obligation to Respond/No Liability: This Agreement is not intended to and shall not be construed to require Strongsville to respond beyond the dispatch function to calls or incidents whether of a law enforcement, fire or EMS basis, nor to otherwise provide law enforcement services for events that occur in Olmsted Township. In this regard, Strongsville shall have no liability or responsibility for the actions, errors, omissions or negligence of Olmsted Township Police or Fire safety forces or service personnel in responding to any dispatch calls taken through the Dispatch Center. And Olmsted Township shall maintain proper levels of insurance in this regard. Notwithstanding this provision, Strongsville may render assistance in accordance with Ohio law, any current mutual aid agreements, and/or any current agreements for dispatch services. Strongsville shall maintain proper levels of insurance in this regard.

ARTICLE II – TERM/TERMINATION

Strongsville shall begin providing the Public Safety Services at ten a.m. on May 30, 2019 (“commencement of services date”). This Agreement shall remain in effect for an initial term of eighteen (18) months ending on December 31, 2020, but will renew automatically from year to year unless terminated upon six (6) months advance written notice by either party terminating the Agreement, with or without cause for any reason or no reason.

Either party may terminate this Agreement due to a material breach by the other party, provided; however, the party seeking termination gives at least thirty (30) days' notice of its intent to terminate under this provision. If the other party fails to correct the alleged breach, the Agreement shall be terminated thirty (30) days after the notice provided for under this Section.

ARTICLE III – CUYAHOGA COUNTY SHARED SERVICES FUND

Strongsville also is likely to file an application and seek funding from Cuyahoga County through its Shared Services Fund in order to obtain funding for various aspects of the combined dispatch center, including those not eligible for funding under the FEMA grant, and/or dispatch or communication function, including purchase of equipment beneficial to those communities which receive the dispatch services. In such event, Township agrees to fully cooperate and do whatever is reasonably necessary on its part to facilitate the application for and processing/implementation of such funding which will benefit some or all communities that are part of the combined Dispatch Center, including but not limited to Berea, Brook Park, North Royalton, Olmsted Falls, Olmsted Township, Strongsville and any others participating in the shared services. However, if Cuyahoga County for some reason should fail to provide all funding which has been requested, then in such event, the City of Strongsville will have no further individual obligations arising from this Article, beyond the other terms and conditions of this Agreement.

In the event that funding from Cuyahoga County Shared Services is granted, Olmsted Township and the parties agree to establish procedures for implementation and prioritization of such funding.

ARTICLE IV – PUBLIC RECORDS

The parties agree and acknowledge that records created pursuant to this Agreement may be public records under the Ohio Public Records Act and agree to coordinate with each other, in a timely manner, on responses to public records requests and with regard to determination of records schedules retention periods and times for destruction. Notwithstanding this provision, the parties agree that nothing in this Article shall be construed as limiting a party from responding to a public records request in accordance with Ohio law. Processes will be established to enable Olmsted Township to obtain access to its recordings of radio and telephone traffic.

ARTICLE V – NOTICE

All notices required hereunder shall be in writing and delivered to the following addresses:

Strongsville:

Contact Name: Mayor Thomas P. Perciak
Address: 16099 Foltz Parkway, Strongsville, OH 44149
Telephone: 440-580-3100
e-mail: tom.perciak@strongsville.org

With a copy to:

Contact Name: Neal M. Jamison, Law Director
Address: 16099 Foltz Parkway, Strongsville, OH 44149
Telephone: 440-580-3145
e-mail: strongsville.law@strongsville.org

Olmsted Township:

Contact Names: Laurence E. Abbott, Olmsted Township Trustee
Jeanene Kress, Olmsted Township Trustee
Lisa Zver, Olmsted Township Trustee
Address: 26910 Cook Road, Olmsted Township, OH 44138
Telephone: 440-235-3051
e-mail: labbott@olmstedtownship.org
jkress@olmstedtownship.org
lzver@olmstedtownship.org

With a copy to:

Contact Name: Legal Representative
Address: Moe Fisel
7775 WALTON PARKWAY #200
NEW ALBANY, OHIO 43054
Telephone: 614-221-1210
e-mail: M.Fisel@fisheldowney.com

Any notice or communication shall be deemed effectively given (a) on the date of delivery, if delivered by hand or (b) on the date mailed if sent by overnight express delivery or U.S. Mail.

ARTICLE VI – CERTIFICATION OF FUNDS

Ohio Revised Code Section 5705.41 requires Olmsted Township to certify that the funds necessary to pay for this Agreement have been appropriated and either collected or are in the process of collection. Olmsted Township and Strongsville acknowledge and agree this Agreement may automatically renew, and does not provide for a specified final term or end date.

Olmsted Township, in accordance with Ohio Revised Code Section 5705.41, will initially certify this Agreement for Two Hundred Forty-Three Thousand and 00/100 Dollars (\$243,000.00) and shall re-certify this Agreement each year it is in effect for such amounts as may be required to ensure its respective obligations under this Agreement. Upon obtaining the appropriation of additional funds, the Agreement shall be re-certified by the Treasurer or Finance Director of Olmsted Township; and a copy of the additional certification shall be provided to Strongsville's Finance Director.

Failure to certify additional funds, as required by this Agreement, shall be grounds for immediate termination of this Agreement.

ARTICLE VII – MISCELLANEOUS PROVISIONS

A. Entire Agreement: This Agreement represents the entire and integrated agreement between Strongsville and Olmsted Township concerning the within subject, and supersedes all prior negotiations, representations or agreements, either written or oral.

B. Modification of Contract: It is understood and agreed that this Agreement may not be changed, modified, or altered except by an instrument, in writing, signed by both parties and duly approved and authorized by each party's legislative authority in accordance with the laws of the State of Ohio and of each individual party.

C. Multiple Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

D. Assignment of Contract: Neither party shall assign, delegate, or subcontract any portion of the Dispatch Services without prior written express approval of the other party.

E. Choice of Law/Forum: This Agreement shall be deemed made and entered into in the State of Ohio and shall be governed by and construed in accordance with the law of Ohio. Any controversy or claim related directly or indirectly to this Agreement will be resolved in the appropriate court in Cuyahoga County, Ohio.

F. Severability: If any provision of this Agreement, or any covenant, obligation or agreement contained here is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if such invalid or unenforceable provision were not contained herein. Such invalidity or unenforceability shall not affect any valid

and enforceable application thereof, and each such provision, covenant, obligation or agreement, shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

G. Other Similar Agreements by Strongsville: Nothing in this Agreement is intended to nor shall it serve to in any way limit the sole and unfettered discretion of the City of Strongsville to contract with other municipalities, townships or political subdivisions for dispatch services and to establish appropriate fees for such purpose totally independent of the arrangement and fees determined for services provided under the within Agreement.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT as of the 13th day of March, 2019.

OLMSTED TOWNSHIP
("OLMSTED TOWNSHIP")



Lisa Zver, Trustee/Chairperson
Olmsted Township



Laurence E. Abbott, Trustee/Vice-Chairperson
Olmsted Township



Jeanene Kress, Trustee
Olmsted Township

Approved as to form:

Legal Representative
Olmsted Township

CITY OF STRONGSVILLE
("STRONGSVILLE")

Mayor Thomas P. Perciak
City of Strongsville


Approved as to form:

City of Strongsville Law Department
Neal M. Jamison, Law Director
16099 Foltz Parkway
Strongsville, OH 44149
440-580-3145

INITIAL CERTIFICATION OF AVAILABLE FUNDS

I certify that the money required to meet the first year of this proposal has hereby been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of this fund, free from any previous obligation or certification as required by Ohio Revised Code §5705.01 to §5705.47.

3/13/2019
Date



Fiscal Officer, Olmsted Township

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2019 – 043

By: Mayor Perciak and All Members of Council

A RESOLUTION DECLARING THE AMOUNT OF TAXES THAT MAY BE RAISED BY A LEVY WITHIN THE TEN (10) MILL LIMITATION AND WITHOUT A VOTE OF THE ELECTORS IN THE CITY OF STRONGSVILLE TO BE INSUFFICIENT, AND DECLARING AN EMERGENCY.

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

Section 1. That the amount of taxes which may be raised within the ten (10) mill limitation by levies on the current tax duplicate will be insufficient to provide an adequate amount for the necessary requirements of the City of Strongsville.

Section 2. That it is necessary to levy a tax in excess of said ten (10) mill limitation of one (1) mill for each dollar of valuation which amounts to ten (10) cents for each One Hundred Dollars (\$100.00) of valuation upon the taxable property of the City of Strongsville for the tax levy years 2020 to 2024, both inclusive, to be collected in years 2021 to 2025, both inclusive, to supplement the general fund for the purpose of making appropriations for hospitalization in and support of Southwest General Health Center, a general hospital, said renewal tax levy being authorized pursuant to Ohio Revised Code Sections 749.01 and 5705.191.

Section 3. That the question of such renewal tax levy shall be submitted to the electors of the City of Strongsville at the general election to be held on Tuesday, November 5, 2019. A majority vote is required for passage.

Section 4. That the Clerk of Council be and is hereby authorized and directed to certify a copy of this Resolution to the Board of Elections of Cuyahoga County, Ohio, on or before August 7, 2019, in order that said Board may arrange for the submission of such levy to the electors of the City of Strongsville on November 5, 2019 upon notice thereof duly published in a newspaper of general circulation in the City and upon ballots substantially in the following form:

“A RENEWAL TAX FOR THE BENEFIT OF THE CITY OF STRONGSVILLE TO SUPPLEMENT ITS GENERAL FUND FOR THE PURPOSE OF MAKING APPROPRIATIONS FOR HOSPITALIZATION IN AND SUPPORT OF SOUTHWEST GENERAL HEALTH CENTER AT A RATE NOT EXCEEDING ONE (1) MILL FOR EACH DOLLAR OF VALUATION WHICH AMOUNTS TO TEN (10) CENTS FOR EACH ONE HUNDRED DOLLARS (\$100.00) OF VALUATION, FOR THE FIVE (5) YEAR LEVY PERIOD FROM CALENDAR YEARS 2020 TO 2024, TO BE COLLECTED IN YEARS 2021 TO 2025.”

FOR THE TAX LEVY

AGAINST THE TAX LEVY

Section 5. That there is hereby appropriated from the General Fund a sufficient sum of money to pay the costs of carrying out the authorizations and directions of this Resolution.

Section 6. 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 7. That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that, in accordance with law, it is immediately necessary to submit the aforementioned renewal tax levy to the Board of Elections on or before August 7, 2019, in order to meet the deadline to place said tax levy before the electorate at the November 5, 2019 election. Therefore, provided this Resolution receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

_____ Approved: _____
 President of Council Mayor

Date Passed: _____ Date Approved: _____

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

Attest: _____
 Clerk of Council

RES
 ORD. No. 2019-043 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

STRONGSVILLE, OHIO

CERTIFICATE

The undersigned, Clerk of Council of the City of Strongsville, Ohio, hereby certifies that the foregoing is a true and correct copy of Resolution No. 2019 – _____ duly adopted and enacted by the City Council on the _____ day of _____, 2019.

Aimee Pientka, MMC
Clerk of Council
City of Strongsville

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2019 - 044

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH SOUTHWEST GENERAL HEALTH CENTER FOR THE LEVY OF A TAX AND THE PAYMENT OF THE PROCEEDS THEREOF FOR THE MAINTENANCE AND SUPPORT AND AS COMPENSATION FOR THE USE OF SAID HEALTH CENTER, AND DECLARING AN EMERGENCY.

WHEREAS, Southwest General Health Center, with its principal office in the City of Middleburg Heights, Ohio, has tendered to the City of Strongsville a contract covering the use, maintenance and support of said Health Center by the inhabitants of this City during a five (5) year period; and

WHEREAS, the tendered contract provides principally and in substance: (a) that the City agrees to submit to its electors for approval or disapproval at the election to be held on November 5, 2019, the question of levying a tax of one (1) mill in excess of the ten (10) mill limitation upon its taxable property for the five (5) year tax levy period comprising the years 2020 to 2024, both inclusive, to be collected in years 2021 to 2025, which amount represents a renewal of a tax of one (1) mill now being levied for such purpose for the maintenance and support and as compensation for the use of the Health Center, and subject to the approval thereof at such election, to cause such levy to be made and the proceeds thereof to be appropriated and paid to the Health Center for the purposes aforesaid; and (b) that the Health Center agrees that during the calendar years 2021 to 2025, both inclusive, the buildings, facilities and equipment in use by it for Health Center or health care services shall be at the service of and to the extent of their capacity and, subject to like use by other political subdivisions having similar contracts, provide treatment to the sick and disabled inhabitants of the City except those who, in the opinion of a majority of the Health Center trustees, may be able to pay therefore, and that the City shall be entitled to select at least one (1) member of the Board of Trustees of the Health Center to serve during said term of years and that the remaining members of the Board shall be selected according to the provisions of its constitution and/or by-laws either now in effect or hereinafter lawfully enacted.

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

Section 1. That the Mayor be and is hereby authorized and directed to enter into a contract with Southwest General Health Center as set forth in Exhibit A attached hereto and incorporated herein by reference, and to do all things necessary in furtherance thereof.

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

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2019 - 044
Page 2

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 it is immediately necessary to enter into said contract in order to provide for the continued availability of adequate Health Center facilities for the inhabitants of 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	_____	_____
DeMio	_____	_____
Kosek	_____	_____
Patten	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

Attest: _____
 Clerk of Council

ORD. No. 2019-044 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

CONTRACT

This contract (the "Contract") made and entered into this day of _____, 2019, by and between the City of Strongsville, a municipal corporation in Cuyahoga County, Ohio, hereinafter referred to as the "City" and SOUTHWEST GENERAL HEALTH CENTER, a corporation not-for-profit situated in the City of Middleburg Heights, Ohio, hereinafter referred to as the "Health Center."

WITNESSETH:

WHEREAS, pursuant to the provisions of Ohio Revised Code Sections 749.01 and 5705.191, municipal corporations are authorized to levy and collect a tax upon its taxable property and to pay the proceeds thereof to a general hospital for the maintenance and support thereof as compensation for its use; and

WHEREAS, the Health Center is a corporation not-for-profit organized under Ohio law for charitable purposes and is operating a general hospital in the City of Middleburg Heights, Cuyahoga County, Ohio, suitably and conveniently located for the use and convenience of the inhabitants of the City.

NOW, THEREFORE, the City agrees: (a) to submit to its electors for approval or disapproval at the general election to be held on November 5, 2019, the question of levying a tax of one (1) mill in excess of the ten (10) mill limitation upon its taxable property for the five (5) year period comprising the tax levy years 2020 to 2024, both inclusive, for the maintenance and support and as compensation for the use of the Health Center; which amount represents a renewal of a tax of one (1) mill now being levied for such purpose; and (b) subject to the approval thereof at such election, to cause such levy to be made and the proceeds thereof to be appropriated and paid to the Health Center for the purposes aforesaid.

In consideration of the levy and collection of said taxes and its receipt by the Health Center, the Health Center agrees: (a) that during the calendar years 2021 to 2025, both inclusive, the building, facilities and equipment in use by it for hospital or health care services, shall be at the service of and to the extent of their capacity and, subject to like use by the inhabitants of other political subdivisions having similar contracts, provide treatment to the sick and disabled inhabitants of the City; such treatment

to be free to the inhabitants of the City except those who in the opinion of a majority of the Health Center Trustees may be able to pay therefor; (b) that the City shall be entitled to select at least one (1) member of the Board of Trustees of the Southwest Community Health System, which is the sole voting member of the Health Center, to serve during said term of years and that the remaining members of the Board of Southwest Community Health System shall be selected according to the provision of its constitution and/or by-laws either now in effect or hereafter lawfully enacted; and (c) that the Treasurer of the Health Center shall annually make a financial report setting forth all of the money and property which has come into his/her hands during the preceding year and the disposition thereof together with any recommendations as to the future necessity of the Health Center.

IT IS FURTHER MUTUALLY understood and agreed that the Health Center's Board of Trustees shall have general charge of the Health Center, shall select its officers, medical staff and other employees and shall establish rules and regulations for the management and conduct of the business of said Health Center, including determination of the rate of compensation to be paid for its services by such patients as it deems capable of paying therefor.

IT IS FURTHER MUTUALLY understood and agreed that the Contract shall immediately terminate in the event the question of levying the tax described above is not passed affirmatively at the November 5, 2019 election.

IN WITNESS WHEREOF the parties hereto, by their respective officers duly authorized, hereunto set their hands as of the day and year first above written.

[Signature Page Follows]

CITY OF STRONGSVILLE

By: _____
Its Mayor

By: _____
Its Clerk of Council

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

By _____
Law Director

Date _____

SOUTHWEST GENERAL HEALTH CENTER

By: _____
Its President and Chief Executive Officer

By: _____
Its Secretary

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2019 - 045

By: Mayor Perciak and All Members of Council

A RESOLUTION IN SUPPORT OF THE PASSAGE OF THE HEALTH CENTER RENEWAL LEVY.

WHEREAS, Southwest General Health Center serves the City of Strongsville with its hospital facilities; and

WHEREAS, the question of a renewal tax levy will be submitted to the electors of Strongsville on November 5, 2019.

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

Section 1. That this Council hereby supports and urges all residents to vote in favor of the Southwest General Health Center one (1) mill renewal levy.

Section 2. That the Clerk of Council be and is hereby authorized and directed to forward a certified copy of this Resolution to Southwest General Health Center, Attention: William A. Young, President and Chief Executive Officer.

Section 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal actions 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 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	_____	_____
DeMio	_____	_____
Kosek	_____	_____
Patten	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

Attest: _____
Clerk of Council

RES
ORD. No. 2019-045 Amended: _____

1st Rdg. _____ Ref: _____

2nd Rdg. _____ Ref: _____

3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____

Adopted: _____ Defeated: _____

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2019 - 046

By: Mayor Perciak and All Members of Council

A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS FOR MATERIALS AND SERVICES IN CONNECTION WITH THE PAINT STRIPING OF CERTAIN STREETS AND HIGHWAYS FOR 2019 AND 2020, WITHIN THE CITY OF STRONGSVILLE.

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

Section 1. That the Mayor be and is hereby authorized to advertise for bids for materials and services in connection with the paint striping of certain streets and highways within the City of Strongsville during the period of 2019-2020, in accordance with specifications on file in the office of the Director of Public Service, 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 Street Construction, Maintenance and Repair Fund.

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

Section 4. That this Resolution shall take effect and be in force from and after the earliest period allowed by law.

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
Clerk of Council

RES
 ORD. No. 2019-046 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2019 - 047

By: Mayor Perciak and All Members of Council

A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS FOR SWEEPING OF STREETS FOR 2019 AND 2020, WITHIN THE CITY OF STRONGSVILLE.

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

Section 1. That the Mayor be and is hereby authorized to advertise for bids for sweeping of streets within the City of Strongsville during the period of 2019-2020, in accordance with specifications on file in the office of the Director of Public Service, 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 Street Construction, Maintenance and Repair Fund.

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

Section 4. That this Resolution shall take effect and be in force from and after the earliest period allowed by law.

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
Clerk of Council

RES
ORD. No. 2019-047 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2019 – 048

By: Mayor Perciak and All Members of Council

A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS FOR THE PURCHASE OF ASPHALT MATERIALS FOR USE DURING 2019 AND 2020 BY THE SERVICE DEPARTMENT OF THE CITY OF STRONGSVILLE.

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

Section 1. That the Mayor be and is hereby authorized to advertise for bids for the purchase of asphalt materials for use during 2019 and 2020 by the Service Department of the City of Strongsville, in accordance with specifications on file in the office of the Director of Public Service, 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 Street Construction, Maintenance and Repair Fund.

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

Section 4. That this Resolution shall take effect and be in force from and after the earliest period allowed by law.

President of Council
Approved: _____
Mayor

Date Passed: _____ Date Approved: _____

Yea Nay
Attest: _____
Clerk of Council

Carbone _____
DeMio _____
Kosek _____
Patten _____
Roff _____
Schonhut _____
Short _____

^{RES}
ORD. No. 2019-048 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2019 - 049

By: Mayor Perciak and All Members of Council

A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS FOR THE PURCHASE OF GENERAL PAVEMENT SERVICES FOR 2019 TO BE USED BY THE DEPARTMENT OF PUBLIC SERVICE OF THE CITY OF STRONGSVILLE.

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

Section 1. That the Mayor be and is hereby authorized to advertise for bids for the purchase of general pavement services to be used during 2019 by the Department of Public Service of the City of Strongsville, in accordance with specifications on file in the office of the Director of Public Service, 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 Street Construction, Maintenance and Repair Fund, and the Motor Vehicle Fund.

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

Section 4. That this Resolution shall take effect and be in force from and after the earliest period allowed by law.

President of Council Approved: Mayor

Date Passed: Date Approved:

Table with columns Yea and Nay, listing council members: Carbone, DeMio, Kosek, Patten, Roff, Schonhut, Short.

Attest: Clerk of Council

RES ORD. No. 2019-049 Amended: 1st Rdg. Ref: 2nd Rdg. Ref: 3rd Rdg. Ref: Pub Hrg. Ref: Adopted: Defeated:

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2019 – 050

By: Mayor Perciak and All Members of Council

AN ORDINANCE REPEALING ORDINANCE NO. 2018-174; AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH NORTHERN HASEROT FOR THE PURCHASE OF GENERAL FOODS AND DAIRY PRODUCTS FOR USE AT THE WALTER F. EHRSFELT RECREATION & SENIOR CENTER, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.

WHEREAS, by and through Ordinance No. 2018-174, this Council authorized a contract with Atlantic Food Distributors dba Shaker Valley Foods for the purchase during 2019 of certain general foods and dairy products for use at the Walter F. Ehrnfelt Recreation & Senior Center, without public bidding, and in a total amount not to exceed \$18,000.00; and

WHEREAS, since then, such vendor, Shaker Valley Foods, has neglected to sign a contract with the City or otherwise contact the City with regard to said contract; and, therefore, the City is thus canceling any previous intent to enter into an agreement with said vendor, and the City seeks to purchase the supplies through an alternative vendor; and

WHEREAS, the Director of Recreation & Senior Services has recommended to the Mayor and this Council that under the circumstances, the City promptly make arrangements to contract with another readily available vendor, being Northern Haserot, for the purchase of general foods and dairy products; and

WHEREAS, the Mayor and Council are desirous of proceeding with the recommendation of the Director of Recreation & Senior Services.

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

Section 1. That Ordinance No. 2018-174 previously authorizing a contract with Atlantic Food Distributors dba Shaker Valley Foods for certain general foods and dairy products is hereby repealed in its entirety.

Section 2. That this Council finds and determines, as set out in Article V, §5 of the Charter, that there is an immediate and present emergency in the operation of the Walter F. Ehrnfelt Recreation & Senior Center, in that it is immediately necessary to enter into a contract, without public bidding, with **NORTHERN HASEROT** for the purchase of certain general foods and dairy products in order to provide for the continuity of services and operation of the Walter F. Ehrnfelt Recreation & Senior Center, and to conserve public funds.

Section 3. That, for the reasons aforesaid, this Council hereby authorizes the Mayor to enter into a contract with **NORTHERN HASEROT**, without public bidding, in a total amount not to exceed \$18,000.00 during 2019 for the purchase of certain general foods and dairy products for use by the Walter F. Ehrnfelt Recreation & Senior Center, based upon initial unit prices, as more fully set forth in Exhibit "A", attached hereto and incorporated herein by reference.

Section 4. That the funds for the purposes of said contract will be appropriated and shall be paid from the Multi-Purpose Complex Fund.

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

Section 6. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to repeal a prior Ordinance in order to enter into a different contract to provide for the continuity of services and operation of the Walter F. Ehrnfelt Recreation & Senior Center, and to conserve public funds. Therefore, provided this Ordinance receives the unanimous affirmative vote of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor.

President of Council
Approved: _____
Mayor

Date Passed: _____ Date Approved: _____

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

Attest: _____
Clerk of Council

ORD. No. 2019-050 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

Date:

CUSTOMER PRICE SHEET
Northern Haserot
440-439-0600

Page:

strongsville senior

Item #	Pack Size	Brand	Description	Price
00807	100/1 Oz	Comsource	Cs. 100/1 Oz. Sour Cream Grade A Packet	13.65
19840	12/46 Oz	Haserot	12/46 Oz. Haserot Fancy Tomato Juice-Zt	17.64
13285	6/1 10	Comsource	6/10 Comsource Traditional Applesauce	28.31
13750	6/1 10	-----	6/10 Imported Diced Peaches/Light Syrup	21.25
22455	6/1 10	Haserot	6/10 Haserot Spaghetti Sauce	25.89
30460	6/5 Lb	Baker Boy	6/5# Baker Boy X-Rich Egg Pancake Mix Complete	33.18
34740	1/10 Lb	San Marco	10# San Marco Medium Egg Noodles 1/4"	14.88
35575	6/1 10	Comsource	6/10 Comsource (Trad) Ketchup Special Heavy-Zt	21.05
39230	4/1 Gal	Natural Pak	4/1 Gal. Natural Pak Buttermilk Ranch Dressing-K	43.15
	1/1	Natural Pak	4/1 Gal. Natural Pak Buttermilk Ranch Dressing-K	10.78
39246	4/1 Gal	Natural Pak	4/1 Gal. Natural Pak Golden Italian Dressing-Zt	39.67
	1/1	Natural Pak	4/1 Gal. Natural Pak Golden Italian Dressing-Zt	9.91
33155	12/42 Oz	----	12/42 Oz Quick Oats Whole Grain (Cereal)	26.96
42200	500/2 Pc	Sunshine Krispy	500/2-Pk Krispy Salline Crackers	10.56
40050	6/5 Lb	----	6/5# Creamy Peanut Butter	35.51
	1/5#	----	6/5# Creamy Peanut Butter	5.91
30580	6/5 Lb	Baker Boy	6/5# Baker Boy Deluxe Yellow Cake Mix	48.63
30600	6/5 Lb	Baker Boy	6/5# Baker Boy Deluxe White Cake Mix	49.11
24085	6/66.5 Oz		6/66.5 Oz. Chunk Light Tuna/Water -Dolphin Free	50.78
41652	24/12 Oz	Rich's	24/12 Oz Rich's Powdered Creamer Canister	39.67
39150	4/1 Gal	Natural Pak	4/1gal. Natural Pak Red French Dressing-Zt	40.19
	1/1	Natural Pak	4/1gal. Natural Pak Red French Dressing-Zt	10.31
48450	6/1 10	Unipro	6/10 Unipro RTS Chocolate Pudding/Pie Filling	32.68
00400	30/1 Lb	Comsource	30/1# Comsource Margarine-All Veg. Solids - U	21.02
29980	6/1 Gal	Cavalier	6/1 Gal Cavalier "All Purpose" Soybean Salad Oil	29.20
	1/1	Cavalier	6/1 Gal Cavalier "All Purpose" Soybean Salad Oil	4.89
00571	100/1 Oz	Land O' Lakes	100/1 Oz Land O Lakes Cream Cheese Cups	21.27
48565	100/1.5 Oz	-----	100/1-1/2 Oz. Unipro Syrup Cups	9.58
03645	6/3 Lb	Mccain	6/3# Shredded Hashbrown Potatoes	25.96
16750	6/1 10	Unipro Marquis	6/10 Unipro Marquis Cherry Pie Filling	76.97
	1/10	Unipro Marquis	6/10 Unipro Marquis Cherry Pie Filling	13.59
02452	50/1.25 Oz	Sara Lee	50/1.25 Oz Sara Lee Asstd Demi Danish	23.49

Date:

CUSTOMER PRICE SHEET
Northern Haserot
440-439-0600

Page:

strongsville senior

Item #	Pack Size	Brand	Description	Price
02424	48/1 Ea	Sara Lee	48 Ct Sara Lee Pastry Elite Asst Large Danish	50.22
00492	2/4 Lb		2/4# Whipped Butter Cups 87 Ct.	26.56
00110	4/5 Lb	Great Lakes	4/5# 120 Sliced American Cheese	33.69
	1/5#	Great Lakes	4/5# 120 Sliced American Cheese	8.42
00333	4/5 Lb	Mel-o-age	4/5# Mel-O-Age Feathered Shredded Cheddar Cheese	44.32
	1/5#	Mel-o-age	4/5# Mel-O-Age Feathered Shredded Cheddar Cheese	11.72
00589	4/5 Lb	Dairyments	4/5# Strawberry Non-Fat Yogurt-Zt	24.77
	1/5#	Dairyments	4/5# Strawberry Non-Fat Yogurt-Zt	6.19
00325	6/5 Lb	San Marco	6/5# San Marco Grated Parmesan Cheese	97.84
	1/5#	San Marco	6/5# San Marco Grated Parmesan Cheese	16.32
00708	4/1 Gal	Smith Dairy	4/1 Gal Whole Homogonized Milk-Zt	14.10
	1/1	Smith Dairy	4/1 Gal Whole Homogonized Milk-Zt	3.52
01235	12/16 Oz	Rich's	12/16 Oz Rich's On Top Whipped Topping	43.53

Total Items:



CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2019 – 051

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A NON-EXCLUSIVE RENTAL/OCCUPANCY AGREEMENT WITH THE STRONGSVILLE LACROSSE ASSOCIATION ON A LIMITED BASIS FOR 2019, FOR THE CITY'S FOOTBALL FIELDS LOCATED ON LUNN ROAD IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Strongsville previously purchased some twenty-five (25) acres of land located on Lunn Road near 21255 Lunn Road, primarily for purposes of a recreational park and recreational fields, and has expended sufficient sums to develop part of said land into a regulation game field and an adjacent practice field for football and lacrosse play by youth of the Strongsville community; and

WHEREAS, through adoption of Ordinance Nos. 2009-081 and 2014-126, the City entered into successive non-exclusive Lease Agreements with the Strongsville Football League, Inc. for lease of such premises and fields for periods of five (5) years each; and

WHEREAS, the Strongsville Lacrosse Association (SLA), is a Strongsville community-based nonprofit, volunteer organization that offers Strongsville residents a lacrosse program for boys and girls in grades 3 through 12; and further which views its mission to be using the game of lacrosse as a vehicle for teaching life lessons to the youth of Strongsville, regardless of skill level; and

WHEREAS, through adoption of Ordinance Nos. 2012-030, 2013-071, 2014-015, 2015-055, 2016-038, 2017-026 and 2018-021, this Council authorized the Mayor to enter into various successive limited, non-exclusive Rental/Occupancy Agreements with the Strongsville Lacrosse Association; and

WHEREAS, SLA again desires to occupy and play its games on the City fields on a limited and non-exclusive basis for 2019; and

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

WHEREAS, the parties, therefore, now desire to enter into another limited Rental/Occupancy Agreement for 2019 to be authorized in accordance with Strongsville Codified Ordinance 264.02.

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

Section 1. That this Council finds and determines that the premises owned by the City and located on Lunn Road, Strongsville, Ohio, are not needed entirely for municipal public use; and authorizes and directs the Mayor to enter into a limited, non-exclusive Rental/Occupancy Agreement with the Strongsville Lacrosse Association for 2019, and upon the terms and

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2019 - 051
PAGE 2

conditions set forth in the Rental/Occupancy Agreement, attached hereto and designated Exhibit 1, which is approved in all respects.

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

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

Section 4. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and in order to provide for the use of City lands by a non-profit organization, for recreational purposes for the benefit of the community, and to conserve City funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor.

 President of Council

Approved: _____
 Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
 Clerk of Council

ORD. No. 2019-051 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

RENTAL/OCCUPANCY AGREEMENT

THIS RENTAL/OCCUPANCY AGREEMENT is made effective the ____ day of _____, 2019, by and between **THE CITY OF STRONGSVILLE, OHIO**, a municipal corporation organized and existing pursuant to law and located at 16099 Foltz Parkway, Strongsville, Ohio 44149 (hereinafter "City") and **STRONGSVILLE LACROSSE ASSOCIATION**, c/o Geoff Belz, an Ohio nonprofit limited liability company, qualified as a 501(c)(3) nonprofit organization and located at 20703 Pembroke Oval, Strongsville, Ohio 44149 (hereinafter called "SLA" or "Tenant").

WITNESSETH:

WHEREAS, the City of Strongsville previously purchased some twenty-five (25) acres of land located on Lunn Road near 21255 Lunn Road, primarily for purposes of a recreational park and recreational fields, and has expended sufficient sums to develop part of said land into a regulation game field and an adjacent practice field for football play by youth of the Strongsville community; and

WHEREAS, through adoption of Ordinance Nos. 2009-081 and 2014-126, the City entered into successive non-exclusive Lease Agreements with the Strongsville Football League, Inc. for lease of such premises and fields for periods of five (5) years each; and

WHEREAS, the Strongsville Lacrosse Association, is a Strongsville community-based nonprofit, volunteer organization that offers Strongsville residents a lacrosse program for boys and girls in grades 3 through 12; and further which views its mission to be using the game of lacrosse as a vehicle for teaching life lessons to the youth of Strongsville, regardless of skill level; and

WHEREAS, through adoption of Ordinance Nos. 2012-030, 2013-071, 2014-015, 2015-055, 2016-038, 2017-026 and 2018-021, Council authorized the Mayor to enter into various successive limited, non-exclusive Rental/Occupancy Agreements with the SLA; and

WHEREAS, SLA again desires to occupy and play its games on the City football fields on a limited and non-exclusive basis for 2019; and

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

NOW, THEREFORE, the parties, in consideration of the above, and the following agreements, covenants and representations, agree that:

1. DESCRIPTION AND RENTAL OF PREMISES

The City hereby rents to Tenant for limited occupancy, and Tenant hereby rents from City, certain premises situated on Lunn Road near 21255 Lunn Road, in the City of Strongsville, County of Cuyahoga, and State of Ohio and commonly known as the "City

of Strongsville Football Fields," as reflected on the drawings attached as Exhibits A and B, which are made a part hereof (hereinafter the "Premises").

2. TERM

2.1 Term

The term of this Rental/Occupancy shall commence April 10, 2019 and end at midnight May 30, 2019, with the football fields (other than practices) only being occupied for home games on the specific dates indicated on the attached Exhibit C incorporated herein.

2.2 Termination

Tenant hereby acknowledges that the City may, at any time, and without cause, terminate this Agreement upon thirty (30) days written notice. The City will make every good faith effort to apprise Tenant of its intentions at the earliest possible date, but reserves the right to terminate this Agreement within its sole discretion.

2.3. Holding Over

If Tenant holds over in possession of the Premises after the expiration date of the term of this Rental Agreement, and no new agreement is executed, the City shall have the option of (i) renewing this Rental Agreement for an additional term of one (1) year, or (ii) considering Tenant a month-to-month tenant, in either event under the same conditions, other than term, as are provided in this Agreement and then in effect, including rent; or (iii) declaring Tenant in Default. The City may exercise its option to renew this Agreement as provided above by giving Tenant notice thereof as provided in this Agreement within thirty (30) days after commencement of Tenant's holding over in possession. If the City fails to give such notice, within the time provided therefore, a month-to-month tenancy shall be deemed to have been created.

3. RENT

3.1 Basic Rent

Tenant agrees to pay to the City as rental for the term of this Rental/Occupancy the sum of Ten and No/100 Dollars (\$10.00), per game date for a total of Seventy and No/100 Dollars (\$70.00), payable in full and in advance on April 10, 2019.

3.2 Additional Rent

As additional rent, Tenant agrees to contribute an amount reasonably determined by the Director of Recreation, but not to exceed the sum of \$1,000.00, payable to the City of Strongsville, for the costs of the initial set-up/painting of the field and maintenance of the painting throughout the season. In addition and included in such amount, is the cost of re-seeding the area in front of the two goals.

3.3 Effect of Increase in the City's Insurance Premiums

(a) If the City's expense for insurance premiums relating to the Premises is increased over that for the period immediately prior to the commencement of the original term of this Agreement by reason of Tenant's use of the Premises, then the rental shall be increased over the amounts otherwise provided for in this Agreement

by the amount of such increase in premiums over the premium paid by the City immediately prior to the entry of Tenant into possession of the Premises.

(b) Upon receipt of each premium notice, the City shall prepare and render to Tenant a statement for the amount of additional rent to be paid to the City hereunder. Such amount shall be payable within fifteen (15) days after such statement shall have been rendered.

3.4 Method of Payment

All Basic Rent payments shall be made payable to the City of Strongsville and shall be sent to the City of Strongsville, 16099 Foltz Parkway, Strongsville, Ohio 44149, Attention: Finance Department, unless the City shall direct otherwise by notice to Tenant.

4. POSSESSION

Tenant may enter into possession and occupancy of the Premises on the commencement date of the Term.

5. CONDITION OF PREMISES, REPAIRS, ALTERATIONS AND MAINTENANCE

5.1 Condition of Premises at Commencement of Term

Tenant has examined the Premises, knows their condition and accepts the Premises in their present condition. Tenant acknowledges that the City has made no representations to Tenant as to the condition of the Premises prior to or at the execution of this Agreement, and has promised no repairs or alterations thereto.

5.2 Repairs and Maintenance

(a) The City shall have sole responsibility, at its expense, but within its sole discretion, to repair and maintain the Premises, including but not limited to lining and reasonable maintenance of the football game field, plus all driveways, sidewalks, parking areas or other paved areas servicing the Premises. City shall also, at its sole expense, keep all walks, driveways, sidewalks, parking areas or other paved areas servicing the Premises free of excessive snow, ice, water, rubbish and dirt and other natural or artificial accumulations.

(b) City shall perform such repairs and maintenance thereon as may be reasonably necessary within its sole discretion to maintain such areas in a clean, safe, serviceable and sound condition, and to comply with the laws, ordinances and regulations of all authorities which have jurisdiction over the Premises.

5.3 Condition of Premises at Termination of Agreement

Upon the expiration or other termination of this Agreement, Tenant shall remove its goods and effects and those of all persons claiming under it from the Premises, and shall deliver and yield the Premises to the City in as good repair and condition as the Premises were at the commencement of the term of this Agreement, reasonable wear and tear excepted.

6. UTILITIES

The City shall pay all charges for the use of sewers, water, light, fuel or other utilities relating to the Premises, if any.

7. INSURANCE AND INDEMNIFICATION

7.1 Public Liability Insurance

Tenant shall obtain, at its expense, effective as of the commencement of its right to occupy the Premises, and will maintain so long as Tenant continues to occupy or rent any part of the Premises, complete comprehensive, general liability insurance, under which the City will be named as an additional insured, the policy or policies to be in such form and issued by such company or companies as are satisfactory to the City, in the sum of One Million Dollars (\$1,000,000.00) in the event of injury to one person or damage to property and Two Million Dollars (\$2,000,000.00) in the event of injuries to more than one person or damage to property arising out of each occurrence for which a claim for damages may result. Said policy or policies, or a copy or copies thereof, or a certificate or certificates thereof, will be deposited with the City together with evidence of payment of the premiums thereon, within thirty (30) days after their issuance.

7.2 Fire, Extended Coverage and Similar Coverages

If insurance coverage of all or any part of the Premises against loss or damage by fire, lightning, such perils as are at this time comprehended within the term "Extended Coverage," vandalism, malicious mischief, boiler and risk form, such perils as are included in the "Superior Form" of policy as issued by the Factory Insurance Association, Improved Risk Mutual, or similar organization, war risk, floods, earthquakes, rent insurance, etc., should be desired by the City, such insurance shall be obtained and maintained at the sole responsibility and expense of Tenant. If such additional insurance coverage is required by the City, Tenant will be notified consistent with Section 15 of this Agreement.

7.3 Indemnification

Tenant will defend, indemnify, and hold harmless the City, its agents, employees and individual board and Council members from any and all claims, liabilities, demands, costs, expenses, damage or loss to persons (including loss of life) or property which may arise from the use of the Premises or from the conduct or management of or from anything done in or about the Premises by or on behalf of Tenant or any employee, agent, invitee, or licensee of Tenant, together with all costs, expenses and attorneys' fees incurred by the City in connection with any such claim, demand, or legal proceeding arising therefrom and brought against the City. The foregoing will also include, but not be limited to, any such damage or loss caused by Tenant itself or its officers, agents, representatives, guests or invitees.

8. USE

8.1 General

(a) Tenant's times and schedule of specific use shall be on a non-exclusive basis and specifically designated by the City through its Director of Recreation & Senior Services; provided, however, that scheduling of games and practice sessions shall be afforded to the Tenant in order to attempt to accommodate the Tenant's needs over any other potential users or occupiers. The foregoing is subject, however, to City Recreation Department programs which will always take precedence with regard to scheduling; and also to the fact that the City's Recreation Department reserves the right

to alter, modify, supplement, amend and revise schedules, rules and regulations within its sole discretion.

(b) Tenant shall occupy and use the Premises for recreational purposes only and for no other purpose, and in a careful, safe and proper manner, and shall not commit or suffer any waste therein. Tenant shall not occupy or use the Premises for any unlawful purpose, in violation of any lawful covenant or condition of record restricting the use of the Premises, or in any way that would increase or cause foreseeable harm or injury to others. In its occupation and use of the Premises, Tenant shall comply with all laws, ordinances, rules, regulations, requirements and orders of all governmental authorities having jurisdiction over the Premises.

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

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

8.2 Alterations and Improvements

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

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

8.3 Other Conditions

(a) The dimensions of the game field will be slightly different from a regulation lacrosse field due to safety concerns (see attached Exhibit B for the dimensions and layout).

(b) The City will have the sole discretion to cancel games or practices due to field conditions; with such information disseminated through the City's rain-out number (440-580-3102).

(c) Practices are permissible on the fields behind the football fields.

(d) SLA will finance all of its operating costs including, but not limited to any necessary equipment, uniforms or referee fees and costs of marketing and fundraising efforts on its own and without any assistance from the City of Strongsville.

9. DEFAULT

9.1 Events Constituting Default

For the purpose of this Agreement, "default" shall mean any of the following events: (a) abandonment of the Premises by Tenant, or (b) failure by Tenant to pay any installment of rent or other money or obligations within ten (10) days after the City shall have given Tenant written notice that such rent or other obligation is past due, or (c) failure by Tenant to perform or observe any other covenant or agreement under this Agreement, which failure shall continue uncured for a period of thirty (30) days after delivery to Tenant of written notice thereof, or (d) Tenant's permitting the Premises to be vacant or unoccupied for more than thirty (30) consecutive days.

9.2 Effect of Default

In the event of default, the City may at its option (a) terminate this Agreement, or, without terminating this Agreement, terminate Tenant's right to possession of the Premises under this Agreement, (b) re-enter the Premises with or without process of law, using such force as may be necessary and remove all persons and chattels therefrom and the City shall not be liable for damages or otherwise by reason of such re-entry, (c) cure any default relating to the condition of the Premises and obtain reimbursement of expenses therefor from Tenant, or (d) employ any other remedy provided by law. The foregoing remedies may be exercised individually or cumulatively at the option of the City, and the exercise of any one shall not be deemed a waiver of the City's right to exercise one or more additional remedies. Except as provided in this Agreement, Tenant waives the necessity of demand for rent and any other demand or notice that may now or thereafter be required by any statute, regulation or decision for the maintenance by City of any action in forcible entry and detainer. The commencement of such an action by the City shall for the purpose of this Agreement be equivalent to the City's exercise of its right to re-enter the Premises.

9.3 Waiver or Default

No waiver of any condition or covenant of this Agreement by the City or Tenant shall be construed as constituting a waiver of any subsequent breach of any such condition or covenant, or as justification or authorization for the breach or any other covenant or condition of this Agreement; nor shall the acceptance of rent by the City at a time when Tenant is in default under any covenant or condition of this Agreement be construed as a waiver of such default or any of the City's rights, including, but not limited to, the right to terminate this Agreement on account of such default or as an estoppel against the City, or be construed as an amendment to this Agreement or as a waiver by the City of any other right created herein or by law in favor of the City and against Tenant on account of such default.

10. MECHANICS' LIENS

The Tenant shall not permit any mechanics', laborers', materialmens' or other liens to stand against the Premises for any labor, machinery or materials furnished or claimed to have been furnished in connection with the work of any character performed or claimed to have been performed on, or pertaining to the Premises solely for Tenant or under Tenant's control, whether such work was performed or materials furnished prior to or subsequent to the commencement of the term of this Agreement. If any such lien shall be filed or shall attach, the Tenant shall promptly either pay the same or procure the discharge thereof by giving security or in such other manner as is required or permitted by law. If Tenant fails to do so within thirty (30) days after receiving written notice from the City, the City may procure the discharge of such lien, by payment or otherwise, and may recover all costs and expenses of so doing from Tenant. Moreover, Tenant shall defend, indemnify and hold harmless the City from and against all claims, demands and legal proceedings on account of such furnishing or claimed furnishing of labor, machinery, material and fuel, and shall directly pay or reimburse the City for all costs and expenses thereof, including, but not limited to, attorneys' fees (to the extent permitted by law), bond premiums and court costs.

11. QUIET ENJOYMENT

Upon Tenant's paying the rent, and performing and observing the agreements and conditions on its part to be performed and observed, Tenant shall and may peaceably and quietly have, hold, and enjoy the Premises during the term of this Rental/Occupancy Agreement on a non-exclusive basis and subject to the City's scheduling of its use, but otherwise without interference by the City or anyone claiming by, through or under the City. However, the City shall not be liable for any damage or interference with use occasioned by or from (a) any gas, water or other pipes bursting or leaking, or (b) water, snow or ice on the Premises.

12. RIGHT OF ENTRY

The City, its agents and employees shall have the right, at all reasonable times during the term of this Rental/Occupancy, to enter the Premises to view and inspect the same and to perform any work therein which may be required or permitted of the City hereunder; provided, however, that the City, its agents and employees shall in exercising such right not unreasonably interfere with Tenant's use of the Premises. The City also shall have the right to use or arrange for use of the Premises by others when it is not in use by Tenant.

13. ASSIGNMENT, SUBLEASE AND CHANGE OF ORGANIZATION

13.1 Assignment and Sublease

Tenant shall not assign this Rental/Occupancy or any of its benefits or burdens under this Agreement, or sublet all or any part of the Premises, or permit all or any part of the Premises to be used or occupied by others unless Tenant first obtains the City's prior written consent, which the City may, in its discretion, withhold for any reason or none at all.

13.2 Change of Organization of Tenant

Tenant shall not terminate its existence, change its form of organization or permit the change of identity of its principal officers or the transfer of all, or substantially all of its assets without first having obtained the City's written consent. The City shall not unreasonably withhold such consent, and shall be deemed to consent to any change in officer status or otherwise resulting from the death or long-term disability of any officer or trustee of Tenant.

14. NOTICES

All notices to the City shall be sent to:

The City of Strongsville
18100 Royalton Road
Strongsville, Ohio 44136
Attention: Bryan V. Bogre, Director
of Recreation & Senior Services
(With a copy to the Law Director)

All notices to the Tenant shall be sent to:

Strongsville Lacrosse Association
c/o Geoff Belz
20703 Pembroke Oval
Strongsville, Ohio 44149

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

15. PARTIES BOUND AND BENEFITED

This Agreement shall bind and benefit the parties hereto, their successors and permitted assigns. The words "City" and "Tenant" in this Agreement shall be construed to include the corporations and/or entities named herein as City and Tenant, respectively, and their respective successors and permitted assigns. This Section shall not be construed to abridge, modify or remove the prohibitions or restrictions on assignment, subleasing, permission to occupy or similar acts contained elsewhere in this Agreement.

16. RELATIONSHIP OF THE PARTIES

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

17. ONLY AGREEMENT

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

18. CAPTIONS

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

19. GOVERNING LAW

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

20. COUNTERPARTS

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

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

Witnesses:

CITY OF STRONGSVILLE

By: _____
Thomas P. Perciak
Its: Mayor _____
Date: _____

Approved for form:

By: _____
Law Director

STRONGSVILLE LACROSSE ASSOCIATION
(an Ohio Non-Profit Limited Liability Co.)

By: _____
Geoff Belz
Its: President _____
Date: _____

STATE OF OHIO)
) ss
COUNTY OF CUYAHOGA)

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Strongsville, Ohio, this ____ day of _____, 2019.

Notary Public

Youth and High School Men's Lacrosse Field of Play

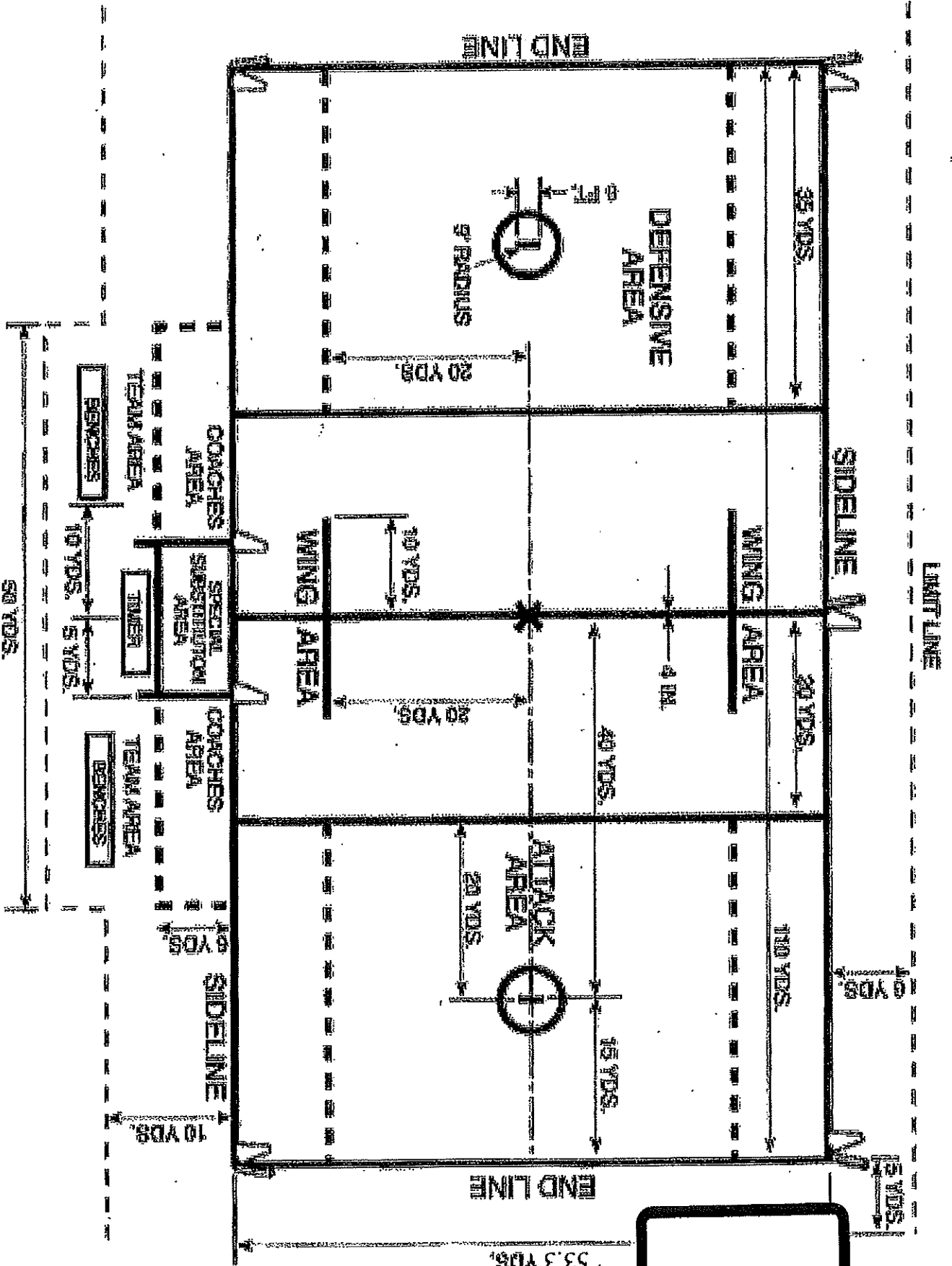


EXHIBIT B

53.3 YDS.

2019 STRONGSVILLE LACROSSE BOYS & GIRLS SCHEDULE

Wednesday, April 10, 2019 (Boys)

Wednesday, April 17, 2019 (Girls)

Wednesday, April 24, 2019 (Girls)

Wednesday, May 1, 2019 (Girls)

Thursday, May 2, 2019 (Boys)

Wednesday, May 8, 2019 (Girls)

Saturday, May 11, 2019 (Boys)

Monday, May 20, 2019 (Boys)

Thursday, May 30, 2019 (Girls)

EXHIBIT C

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2019 – 052

By: Mayor and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT FOR THE SALE AND TRANSFER OF TWO USED AND OBSOLETE 75-FOOT SWIMMING POOL LANE LINES TO HUNTINGTON PARK SWIM TEAM, WAIVING COMPETITIVE BIDDING, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Strongsville Recreation Department has two (2) used 75-foot swimming pool lane lines which are unfit for use by the City of Strongsville by reason of obsolescence and are no longer needed for any municipal purpose; and

WHEREAS, the Huntington Park Swim Team is desirous of obtaining the used swimming pool lane lines for its use through purchase at the total price of \$150.00 for the two (2) 75-foot lane lines, being the City's determination of the average auction value for the lane lines, and consistent with the proposal attached hereto as Exhibit A.

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 that the Recreation Department of the City of Strongsville has two (2) used 75-foot swimming pool lane lines which are obsolete, have no value to the City of Strongsville, and are no longer needed for any municipal purpose; and further finds that it will be in the best interests of the City that such equipment be immediately sold without competitive bidding to the Huntington Park Swim Team as stated above.

Section 2. That pursuant to Article IV, §3(e) of the City Charter, the Mayor, Director of Finance and Director of Recreation & Senior Services be and are hereby authorized to dispose of such obsolete swimming pool lane lines by sale to the Huntington Park Swim Team at the total price of \$150.00, and to perform all acts required in furtherance thereof.

Section 3. That the proceeds of sale shall be deposited into the Multi-Purpose Complex 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, and for the further reason that the immediate sale of such obsolete equipment is necessary in order to provide necessary storage space for the Recreation Department, and to conserve public funds. Therefore, provided this Ordinance receives the unanimous vote of all

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2019 - 052
Page 2

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	_____	_____
DeMio	_____	_____
Kosek	_____	_____
Patten	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

Attest: _____
Clerk of Council

ORD. No. 2019-052 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

Nancy Sikorski

Subject: FW: Lane Lines Huntington Park Swim Team

From: Brad Wolters [<mailto:bwolters244@yahoo.com>]

Sent: Monday, March 11, 2019 2:20 PM

To: Bryan Bogre <Bryan.Bogre@strongsville.org>

Subject: Lane Lines Huntington Park Swim Team

Mr. Bogre,

I am writing to confirm that the Huntington Park Swim Team will purchase two 75 foot lane lines from the Strongsville recreation center. We agree to purchase these at the price \$75.00 per lane line.

Thank you,

Brad Wolters
Head Coach
Huntington Park Swim Team
440-823-4515

EXHIBIT A

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2019 - 053

By: Mayor Perciak and All Members of Council

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

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

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

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

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

Section 4. That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

President of Council
Approved: _____
Mayor

Date Passed: _____ Date Approved: _____

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

Attest: _____
Clerk of Council

ORD. No. 2019-053 Amended: _____

1st Rdg. _____ Ref: _____

2nd Rdg. _____ Ref: _____

3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____

Adopted: _____ Defeated: _____

EXHIBIT A

DEPARTMENT OF RECREATION & SENIOR SERVICES

FURNITURE AND EQUIPMENT TO BE DISPOSED OF:

- One (1) portable scoreboard – Serial No. 10863; Model T90
- Delta Lathe – Model No. 46-701
- Portable Cable Router Table – Model No. 698
- Delta Dust Collector – Model AP400
- One Hundred Ten (110) chairs (these are 20-year old plastic chairs that were replaced with padded chairs)
- Samsung Dryer – Model DV511AER; Serial YOHZ54BC301339X
- (2) Ridgid Air Compressors Model 4.9 SCFM for both:
(1) Serial Number OF45150B; (2) Serial Number worn off
- Samsung Washing Machine – Model WA48H7400AW/A2; Serial 0BHH5AEG705176R
- Samsung Washing Machine – Model WA48H7400AW/A2; Serial 0BHH5AUG801174A
- Samsung Dryer – Model DV395ETPASU/A1; Serial Y49J53BD201484B
- Front Desk Printer/Copier – Model/Serial No. unknown

EXHIBIT B

DEPARTMENT OF PUBLIC SERVICE

EQUIPMENT TO BE DISPOSED OF:

- Fifteen (15) used rolls of chain link fabric fencing
- Approximately 500 feet of used fence posts