

# City of Strongsville

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

September 2, 2021

## City Council

James A. Kaminski  
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 meetings for ***Tuesday, September 7, 2021***, to be held in the Caucus Room and the Council Chamber at the ***Mike Kalinich Sr. City Council Chamber, 18688 Royalton Road***:

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

**7:30 P.M.**

**Planning, Zoning & Engineering Committee** will meet to discuss Ordinance Nos. 2020-174, 2021-111, 2021-112 and 2021-113.

**Finance Committee** will meet to discuss Ordinance No. 2021-114 and Resolution Nos. 2021-115, 2021-116 and 2021-117.

**Public Safety & Health Committee** will meet to discuss Ordinance No. 2021-118.

**Recreation & Community Services Committee** will meet to discuss Ordinance No. 2021-119 and Resolution No. 2021-120.

**Public Service & Conservation Committee** will meet to discuss Ordinance No. 2021-121.

**Building & Utilities Committee** will meet to discuss Ordinance Nos. 2021-122 and 2021-123.

**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**

**TUESDAY, SEPTEMBER 7, 2021 AT 8:00 P.M.**

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

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**AGENDA**

1. CALL TO ORDER:
2. PLEDGE OF ALLEGIANCE:
3. CERTIFICATION OF POSTING:
4. ROLL CALL:
5. COMMENTS ON MINUTES:
  - *Council Meeting – July 19, 2021*
  - *Special Meeting – August 9, 2021*
6. APPOINTMENTS, CONFIRMATIONS, AWARDS AND RECOGNITION:
  - *Proclamation presented by Mayor Perciak to Tim Zvoncheck, on behalf of the Strongsville VFW Post 3345, for being recognized as an "All-American Post Commander and All-American Post."*
7. REPORTS OF COUNCIL COMMITTEE:
  - SCHOOL BOARD – Ms. Kosek:
  - SOUTHWEST GENERAL HEALTH SYSTEM – Mr. Short:
  - BUILDING AND UTILITIES – Mr. DeMio:
  - COMMUNICATIONS AND TECHNOLOGY – Ms. Roff:
  - ECONOMIC DEVELOPMENT – Mr. Carbone:
  - FINANCE – Mr. DeMio:
  - PLANNING, ZONING AND ENGINEERING – Mr. Schonhut:
  - PUBLIC SAFETY AND HEALTH – Mr. Short:
  - PUBLIC SERVICE AND CONSERVATION – Mr. Kaminski:
  - RECREATION AND COMMUNITY SERVICES – Ms. Kosek:
  - COMMITTEE-OF-THE-WHOLE – Mr. Schonhut:
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. 2020-174 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 REAL ESTATE LOCATED AT 19156 PEARL ROAD (all of PPN 394-31-007) IN THE CITY OF STRONGSVILLE FROM RESTAURANT-RECREATIONAL SERVICES (R-RS) AND GB (GENERAL BUSINESS) CLASSIFICATIONS, ALL TO PF (PUBLIC FACILITIES) CLASSIFICATION, AND IN ADDITION, VACANT LAND LOCATED ON PEARL ROAD NEAR ROCKGLEN DRIVE (all of PPN 394-32-001) FROM GB (GENERAL BUSINESS) CLASSIFICATION TO PF (PUBLIC FACILITIES) CLASSIFICATION, AND DECLARING AN EMERGENCY. *First reading and referred to the Planning Commission 12/21/20. Favorable recommendation by the Planning Commission 01/14/21. Second reading 01/19/21. Public hearing set 03/01/21. On hold per applicant's request (email dated 2/25/21).*
- Ordinance No. 2021-111 by Mayor Perciak and All Members of Council. AN ORDINANCE ACCEPTING FOR RECORDING PURPOSES THE SUBDIVISION PLAT OF INDUSTRIAL LAND PARTNERS HOLDINGS, LLC, FOR PERMANENT PARCEL NO. 394-05-006, LOCATED AT OR NEAR LUNN AND PROSPECT ROADS, IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Ordinance No. 2021-112 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ENGINEER TO PREPARE AND SUBMIT AN APPLICATION FOR STATE OF OHIO ISSUE 1 FUNDING FOR IMPROVEMENTS TO THE MUNICIPAL SANITARY SEWER SYSTEM IN CONNECTION WITH THE ALBION ROAD AND WEBSTER ROAD SANITARY SEWER PROJECT IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Ordinance No. 2021-113 by Mayor Perciak and all Members of Council. AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ISSUE AND APPROVE CHANGE ORDER NO. 5 (FINAL) FOR AN INCREASE IN THE CONTRACT PRICE IN ACCORDANCE WITH THE PROVISIONS OF THE CONTRACT BETWEEN THE CITY OF STRONGSVILLE AND PERRAM ELECTRIC, INC., IN CONNECTION WITH THE STRONGSVILLE TRAFFIC SIGNAL UPGRADE PROJECT, AND DECLARING AN EMERGENCY.
- Ordinance No. 2021-114 by Mayor Perciak. AN ORDINANCE MAKING APPROPRIATIONS FOR THE ANNUAL EXPENSES AND OTHER EXPENDITURES OF THE CITY OF STRONGSVILLE, OHIO, FOR THE YEAR 2021 AND REPEALING ORDINANCE NO. 2021-102.
- Resolution No. 2021-115 by Mayor Perciak and All Members of Council. A RESOLUTION AUTHORIZING AND DIRECTING THE DIRECTOR OF FINANCE OF THE CITY TO CERTIFY TO THE FISCAL OFFICER OF CUYAHOGA COUNTY UNPAID PROPERTY MAINTENANCE NUISANCE ABATEMENTS FOR LEVY AND COLLECTION ACCORDING TO LAW, AND DECLARING AN EMERGENCY.
- Resolution No. 2021-116 by Mayor Perciak and All Members of Council. A RESOLUTION REQUESTING THE FISCAL OFFICER OF CUYAHOGA COUNTY TO ADVANCE CERTAIN FUNDS, BOTH GENERAL OPERATING AND SPECIAL ASSESSMENTS, TO THE CITY OF STRONGSVILLE, OHIO, AND DECLARING AN EMERGENCY.

- Resolution No. 2021-117 by Mayor Perciak and All Members of Council. A RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY FISCAL OFFICER, AND DECLARING AN EMERGENCY.
- Ordinance No. 2021-118 by Mayor Perciak and all Members of Council. AN ORDINANCE REQUESTING PARTICIPATION IN OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES CONTRACTS FOR THE PURCHASE OF ELEVEN (11) SETS OF STRUCTURAL FIREFIGHTING TURNOUT GEAR FOR USE BY THE FIRE DEPARTMENT OF THE CITY; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO DO ALL THINGS NECESSARY TO ENTER INTO AN AGREEMENT IN CONNECTION THEREWITH; AND DECLARING AN EMERGENCY.
- Ordinance No. 2021-119 by Mayor Perciak and all Members of Council. AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH TIVITY HEALTH SERVICES, LLC FOR THE IMPLEMENTATION OF A SILVERSNEAKERS PROGRAM AT THE CITY OF STRONGSVILLE WALTER F. EHRNFELT RECREATION & SENIOR CENTER, AND DECLARING AN EMERGENCY.
- Resolution No. 2021-120 by Mayor Perciak and All Members of Council. A RESOLUTION ACCEPTING A MONETARY DONATION FROM THE KIWANIS CLUB OF STRONGSVILLE TO BE USED TOWARDS MAINTENANCE AND IMPROVEMENTS TO THE CITY OF STRONGSVILLE CASTLETOWN PLAYGROUND.
- Ordinance No. 2021-121 by Mayor Perciak and All Members of Council. AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO ENTER INTO AN AMENDMENT TO THE AGREEMENT WITH A RECYCLING COMPANY FOR CURBSIDE COLLECTION OF SOFT RECYCLABLES IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Ordinance No. 2021-122 by Mayor Perciak and all members of Council. AN ORDINANCE AMENDING SECTIONS 1420.02, 1420.04 and 1420.05 OF CHAPTER 1420 OF TITLE FOUR OF PART FOURTEEN, BUILDING AND HOUSING CODE, OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE TO CLARIFY AND UPDATE BUILDING VALUATION DATA AND MODIFY FEE TABLES; AND DECLARING AN EMERGENCY.
- Resolution No. 2021-123 by Mayor Perciak and All Members of Council. A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS FOR THE NEEDLEPOINT BIPOLAR IONIZATION PROJECT FOR CITY-OWNED BUILDINGS, AND DECLARING AN EMERGENCY.

11. COMMUNICATIONS, PETITIONS AND CLAIMS:

- *Application for Permit: **TREX D1: To: City Barbeque, LLC.** dba: City Barbeque, 17818 Royalton Road & Patio, Strongsville, Ohio 44136 (Responses must be postmarked no later than 09/07/21). Extension of time granted from ODLQ to 10/8/21.*
- *Application for Permit: **TRFO C1-C2-D6: To: Midwest Convenience Inc.** dba: Rebel 906, 21043 Royalton Road, Strongsville, Ohio 44136 (Responses must be postmarked no later than 09/13/21).*

12. MISCELLANEOUS BUSINESS:

13. ADJOURNMENT:

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2020 – 174

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 REAL ESTATE LOCATED AT 19156 PEARL ROAD (all of PPN 394-31-007) IN THE CITY OF STRONGSVILLE FROM RESTAURANT-RECREATIONAL SERVICES (R-RS) AND GB (GENERAL BUSINESS) CLASSIFICATIONS, ALL TO PF (PUBLIC FACILITIES) CLASSIFICATION, AND IN ADDITION, VACANT LAND LOCATED ON PEARL ROAD NEAR ROCKGLEN DRIVE (all of PPN 394-32-001) FROM GB (GENERAL BUSINESS) CLASSIFICATION TO PF (PUBLIC FACILITIES) CLASSIFICATION, AND DECLARING AN EMERGENCY.

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

**Section 1.** That the Zoning Map of the City of Strongsville, adopted by Section 1250.03 of Title Six, Part Twelve of the Codified Ordinances of Strongsville, be amended to change the zoning classification of certain properties located at 19156 Pearl Road (all of PPN 394-31-007), in the City of Strongsville, from Restaurant-Recreational Services (R-RS) and GB (General Business) classifications, all to PF (Public Facilities) classification, and vacant land located on Pearl Road near Rockglen Drive (all of PPN 394-32-001) from GB (General Business) classification to PF (Public Facilities) classification, which properties are more fully described in Exhibits A and B, and depicted in Exhibits C and D, all attached hereto and incorporated herein by reference.

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

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

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

CITY OF STRONGSVILLE, OHIO  
ORDINANCE NO. 2020 - 174  
Page 2

First Reading: December 21, 2020

Second Reading: January 21, 2021

Third Reading: \_\_\_\_\_

Public Hearing: March 1, 2021

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

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

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

Referred to Planning Commission

December 22, 2020.  
Favorable recommendation by  
Approved: Planning Commission  
January 14, 2021.

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

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

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

ORD. No. 2020-174 Amended: \_\_\_\_\_  
1st Rdg. 12/21/20. Ref: PC/PZE  
2nd Rdg. 01-19-21 Ref: PZE  
3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

Pub Hrg. 03-01-21 Ref: \_\_\_\_\_  
Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

**PETITION FOR ZONING CHANGE**

Ordinance Number: 2020-174

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 R-RS & GB use to a class PF use.

Such change is necessary for the preservation and enjoyment of a substantial property right because: PF zoning will accommodate the proposed use as outlined on Exhibit 2, whereas such use is not permitted with

the current R-RS or GB zoning.

Please note: Parcel 394-31-007 is currently split-zoned R-RS and GB, while Parcel 394-32-001 is zoned GB.

Such change will not be materially detrimental to the public welfare nor to the property of other persons located in the vicinity because: It will be used as an inpatient rehabilitation hospital

There are senior living facilities and similar uses located on the opposing corners of the intersection of Rockglen and Pearl.

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

1. Concept Site Plan
2. Encompass Health Statement of Operations and Letter of Request for Zoning Change, dated December 1, 2020
3. Deeds and Zoning Exhibits with Legal Descriptions

**THE PROPOSED USE OF THE PROPERTY IS:** An inpatient rehabilitation hospital

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

Name: <u>Sarina Davis/Encompass Health</u>	<u>Jeff Smith / The Mannik &amp; Smith Group, Inc.</u>
Address: <u>9001 Liberty Parkway, Birmingham, AL 35242</u>	<u>20600 Chagrin Blvd. Suite 500, Shaker Heights, OH 44122</u>
Telephone Number: <u>205-970-5793</u>	<u>216-378-1490 x 8001</u>

[Signature]  
Signature of Owner(s)

State of Ohio )  
County of Cuyahoga )

Sworn to and subscribed in my presence this 5<sup>th</sup> day of December, 2020.



**SHEILA MASTERSON**

Notary Public, State of Ohio

My Commission Expires August 11, 2021

Notary Public

My commission expires: August 11 2021

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: 2020-174

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: 19156 Pearl Road, Strongsville OH 44136 & Parcel directly south (no address provided)

Permanent Parcel No.: 394-31-007 & 394-32-001

The property is bounded by the following streets: (indicate direction; i.e., north, south, etc.) Pearl Road to the east and Rockglen Drive to the north

Number and type of buildings which now occupy property (if any): 2 single family residential homes  
(one leased/ one abandoned)

Acreage: 7.21+4.55 = 11.75 Acres

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:  
South parcel is currently being leased on a month-to-month basis

Owner(s)	Percent of Ownership:
1. <u>Catanzarite South Pearl, LLC</u>	<u>100%</u> %
2. _____	_____ %
3. _____	_____ %

[Signature]  
Signature of Owner(s)

State of Ohio )  
County of Cuyahoga )



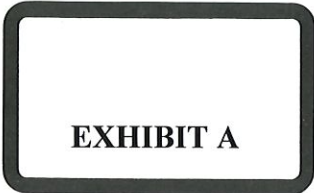
I, SHEILA MASTERSON and subscribed to in my presence this 5<sup>th</sup> day of December, 2020.

Notary Public, State of Ohio  
My Commission Expires  
August 11, 2021

[Signature]  
Notary Public

My commission expires August 11 2021

\* 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.



Legal Description for Rezoning

Existing R-RS to PF

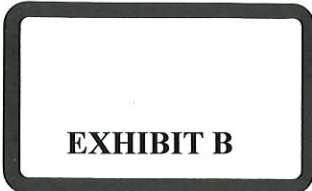
Situated in the City of Strongsville, County of Cuyahoga and State of Ohio and known as part of Parcel "CC" in the Map of Survey & Lot Consolidation for Catanzarite South Pearl LLC of part of Original Strongsville Township Lot No. 60, as shown by the recorded plat in Volume 378 of Maps, Page 36 of Cuyahoga County Records and containing 7.2053 acres, as appears by said plat, be the same more or less.

Beginning at a point in the westerly Right of Way of Pearl Road (ROW Varies), at its intersection with the southerly Right of Way of Rockglen Drive (ROW Varies);

- Course 1. Thence with an easterly line of said Catanzarite South Pearl LLC tract South 00° 39' 26" East, a distance of 68.15 feet to a point on an existing zoning division line;
- Course 2. Thence along said zoning division line South 88° 10' 33" West, a distance of 605.13 feet to a point on an easterly line of the Field Stone Preserve Phase 2 Subdivision found in Plat Volume 376, Page 86;
- Course 3. Thence along said easterly line North 00° 39' 27" West, a distance of 157.83 feet to a point on said southerly line of Rockglen Drive;
- Course 4. Thence with said southerly line North 89° 20' 33" East, a distance of 213.53 feet to a point of curvature;
- Course 5. Thence along a curve to the right having a central angle of 04° 59' 59", a radius of 470.00 feet, an arc length of 41.01 feet with a chord bearing South 88° 09' 27" East, a distance of 41.00 feet to a point of tangency;
- Course 6. Thence South 85° 39' 27" East, a distance of 71.08 feet to a point of curvature;
- Course 7. Thence along a curve to the left having a central angle of 05° 00' 01", a radius of 530.00 feet, an arc length of 46.25 feet with a chord bearing South 88° 09' 27" East, a distance of 46.24 feet to a point of tangency;
- Course 8. Thence North 89° 20' 33" East, a distance of 49.95 feet to a point of curvature;
- Course 9. Thence along a curve to the right having a central angle of 13° 52' 19", a radius of 282.50 feet, an arc length of 68.40 feet with a chord bearing South 83° 43' 17" East, a distance of 68.23 feet to a point of curvature;
- Course 10. Thence along a curve to the left having a central angle of 12° 16' 03", a radius of 317.50 feet, an arc length of 67.98 feet with a chord bearing South 82° 55' 10" East, a distance of 67.85 feet to a point of curvature;
- Course 11. Thence along a curve to the right having a central angle of 61° 07' 41", a radius of 50.00 feet, an arc length of 53.34 feet with a chord bearing South 58° 29' 12" East, a distance of 50.85 feet to a point of curvature;

Course 12. Thence along a curve to the right having a central angle of  $27^{\circ} 15' 57''$ , a radius of 50.00 feet, an arc length of 23.79 feet with a chord bearing South  $14^{\circ} 17' 19''$  East, a distance of 23.57 feet to the point of beginning as described by The Mannik & Smith Group, Inc., dated December 7, 2020.

Distances are given in feet and decimal parts thereof. Bearings are referenced to an assumed meridian and are used to indicate angles only.



Legal Description for Zoning

Existing GB to PF

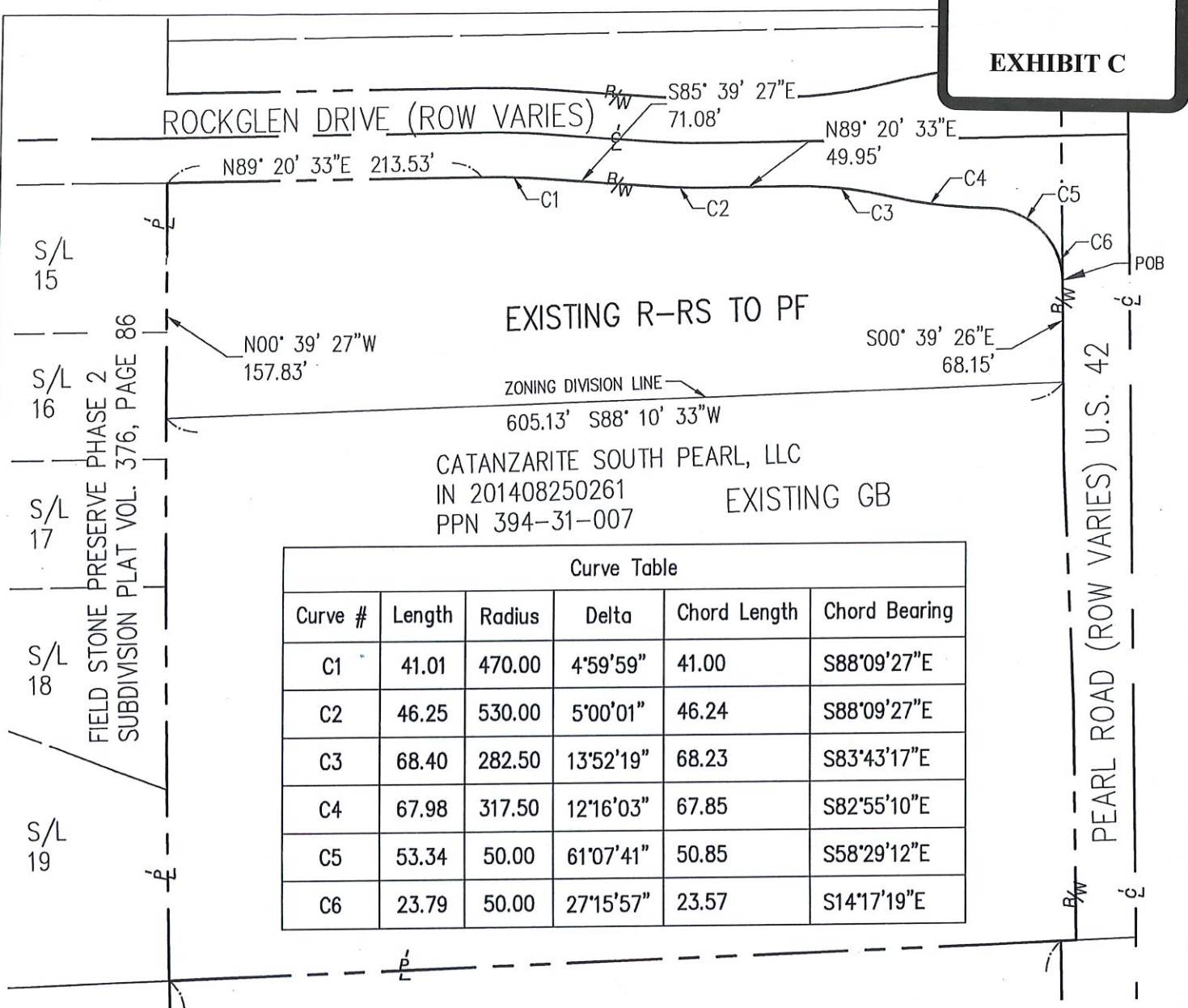
Situated in the City of Strongsville, County of Cuyahoga and State of Ohio and known as part of Parcel "B" in South Pearl Ltd. Subdivision of part of Original Strongsville Township Lot Nos. 60 and 61, as referenced by Instrument Number 201601040439, and as shown by the recorded plat in Volume 324 of Maps, Page 39 of Cuyahoga County Records, and part of Parcel "CC" in the Map of Survey & Lot Consolidation for Catanzarite South Pearl LLC of part of Original Strongsville Township Lot No. 60, as referenced by Instrument Number 201408250261, and as shown by the recorded plat in Volume 378 of Maps, Page 36 of Cuyahoga County Records;

Beginning at a point in the westerly Right of Way of Pearl Road (ROW Varies), at its intersection with an existing zoning division line;

- Course 1. Thence with an easterly line of said Catanzarite South Pearl LLC tract South 00° 39' 26" East, a distance of 53.94 feet to a point;
- Course 2. Thence South 02° 26' 53" East, a distance of 160.00 feet to a point;
- Course 3. Thence South 00° 39' 26" East, a distance of 159.82 feet to a point;
- Course 4. Thence South 88° 02' 55" West, a distance of 10.00 feet to a point;
- Course 5. Thence South 00° 39' 26" East, a distance of 330.00 feet to a point on a southerly line of said Catanzarite South Pearl LLC tract;
- Course 6. Thence with said line South 88° 02' 43" West, a distance of 597.74 feet to a point on an easterly line of that tract conveyed by deed to Waterford Crossing Homeowner's Assoc. in AFN 199902261754;
- Course 7. Thence with said easterly line North 01° 03' 34" West, a distance of 329.99 feet to a point on an easterly line of the Field Stone Preserve Phase 2 Subdivision found in Plat Volume 376, Page 86;
- Course 8. Thence with said easterly line North 00° 39' 27" West, a distance of 375.13 feet to a point on an existing zoning division line;
- Course 9. Thence with said line North 88° 10' 33" East, a distance of 605.13 feet to the point of beginning as described by The Mannik & Smith Group, Inc., dated December 7, 2020.

Distances are given in feet and decimal parts thereof. Bearings are referenced to an assumed meridian and are used to indicate angles only.

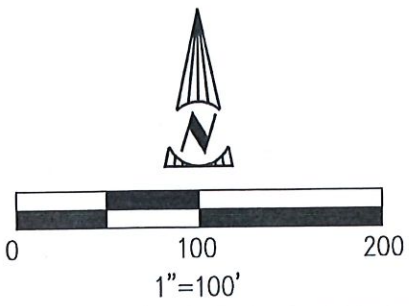
**EXHIBIT C**



Curve Table					
Curve #	Length	Radius	Delta	Chord Length	Chord Bearing
C1	41.01	470.00	4°59'59"	41.00	S88°09'27"E
C2	46.25	530.00	5°00'01"	46.24	S88°09'27"E
C3	68.40	282.50	13°52'19"	68.23	S83°43'17"E
C4	67.98	317.50	12°16'03"	67.85	S82°55'10"E
C5	53.34	50.00	61°07'41"	50.85	S58°29'12"E
C6	23.79	50.00	27°15'57"	23.57	S14°17'19"E

- PROPERTY LINE
- RIGHT-OF-WAY
- CENTER LINE

BEING PART OF PARCEL "CC" IN THE MAP OF SURVEY AND LOT CONSOLIDATION FOR CATANZARITE SOUTH PEARL, LLC AS SHOWN IN VOLUME 378 OF MAPS, PAGE 36 OF THE CUYAHOGA COUNTY MAP RECORDS. DISTANCES ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF. BEARINGS ARE REFERENCED TO AN ASSUMED MERIDIAN AND USED TO INDICATE ANGLES ONLY.



12-07-2020

FOR THE MANNIK & SMITH GROUP, INC  
STEVE BARLOW  
REGISTERED SURVEYOR NO. 8744



<p>PREPARED BY:</p> <p>TECHNICAL SKILL. CREATIVE SPIRIT.</p> <p>www.MannikSmithGroup.com</p>	<p>PREPARED FOR:</p> <p>ENCOMPASS HEALTH</p>	<p><b>ZONING REQUEST EXISTING R-RS TO PF</b></p>	<p>DATE: 12/04/2020 PROJ. NO.: E2470002 DRAWN BY: KRR REVISION: SEB</p>
<p>1 / 1</p>			

**EXHIBIT D**

EXISTING R-RS

ZONING DIVISION LINE  
605.13' N88° 10' 33"E

CATANZARITE SOUTH PEARL, LLC  
IN 201408250261  
PPN 394-31-007

S00° 39' 26"E  
53.94'

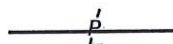

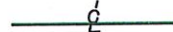
S02° 26' 53"E  
160.00'

S00° 39' 26"E  
159.82'

EXISTING GB TO PF

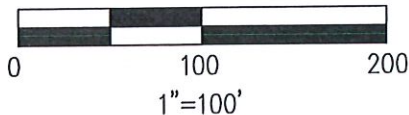
S88° 02' 55"W  
10.00'

EXISTING GB TO PF

-  - PROPERTY LINE
-  - RIGHT-OF-WAY
-  - CENTER LINE

WATERFORD  
CROSSING  
HOMEOWNER'S  
ASSOC  
PPN  
394-32-006

CATANZARITE SOUTH  
PEARL, LLC  
IN 201601040439  
PPN 394-32-001



S88° 02' 43"W 597.74'

LARRY BEDNARSKI  
PPN 394-32-002

BEING PART OF PARCEL "CC" IN THE MAP OF SURVEY AND LOT CONSOLIDATION FOR CATANZARITE SOUTH PEARL, LLC AS SHOWN IN VOLUME 378 OF MAPS, PAGE 36 AND ALL OF PARCEL "B" IN THE SOUTH PEARL LTD. SUBDIVISION AS SHOWN IN VOLUME 324 OF MAPS, PAGE 39 OF THE CUYAHOGA COUNTY MAP RECORDS. DISTANCES ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF. BEARINGS ARE REFERENCED TO AN ASSUMED MERIDIAN AND USED TO INDICATE ANGLES ONLY.

FOR THE MANNIK & SMITH GROUP, INC  
STEVE BARLOW  
REGISTERED SURVEYOR NO. 8744

12-07-2020



S/L  
16

S/L  
17

S/L  
18

S/L  
19

FIELD STONE PRESERVE PHASE 2  
SUBDIVISION PLAT VOL. 376, PAGE 86

N00° 39' 27"W 375.13'

N01° 03' 34"W 329.99'

PEARL ROAD (ROW VARIES) U.S. 42

PREPARED BY:



TECHNICAL SKILL.  
CREATIVE SPIRIT.

www.MannikSmithGroup.com

PREPARED FOR:

ENCOMPASS  
HEALTH

ZONING REQUEST  
EXISTING GB TO PF

DATE: 12/04/2020  
PROJ. NO.: E2470002  
DRAWN BY: KRR  
REVISION: SEB

1

1

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

**MEMORANDUM**

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**TO:** Ken Mikula, City Engineer

**FROM:** Tiffany Mekeel, Assistant Clerk of Council

**DATE:** December 7, 2020

**SUBJECT:** Rezoning Application  
Owner: Catanzarite South Pearl, LLC.  
PPNs: 394-31-007 and 394-32-001  
Address: 19156 Pearl Road and vacant land  
From: Restaurant-Recreational Services (R-RS) and General Business (GB) to  
Public Facility (PF)

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

Thank you.

TAM  
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

## *Memorandum*

**To:** Neal Jamison, Law Director

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

**From:** Lori Daley, Assistant City Engineer

**Date:** December 8, 2020

**Re:** Rezoning Application  
Catanzarite South Pearl, LLC  
PPN's 394-31-007 & 394-32-001  
19156 Pearl Road and Vacant Land  
From R-RS and GB to PF

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Neal,

The legal descriptions included in the Clerk of Council's December 7, 2020 memo regarding the above referenced application accurately depict the areas to be rezoned.

Please feel free to contact me with any questions.

Thank you.



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

**MEMORANDUM**

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**TO:** Planning Commission  
**FROM:** Tiffany Mekeel, Assistant Clerk of Council  
**DATE:** December 22, 2020  
**SUBJECT:** Referral from Council: Ordinance No. 2020-174

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At its regular meeting of December 21, 2020, City Council referred the following Ordinance to the Planning Commission for its report and recommendation thereon:

- Ordinance No. 2020-174 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 REAL ESTATE LOCATED AT 19156 PEARL ROAD (all of PPN 394-31-007) IN THE CITY OF STRONGSVILLE FROM RESTAURANT-RECREATIONAL SERVICES (R-RS) AND GB (GENERAL BUSINESS) CLASSIFICATIONS, ALL TO PF (PUBLIC FACILITIES) CLASSIFICATION, AND IN ADDITION, VACANT LAND LOCATED ON PEARL ROAD NEAR ROCKGLEN DRIVE (all of PPN 394-32-001) FROM GB (GENERAL BUSINESS) CLASSIFICATION TO PF (PUBLIC FACILITIES) CLASSIFICATION, AND DECLARING AN EMERGENCY.

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

TAM  
Attachments

## MEMORANDUM

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

**FROM:** Carol Brill, Administrative Assistant, Boards & Commissions

**SUBJECT:** Referrals to Council

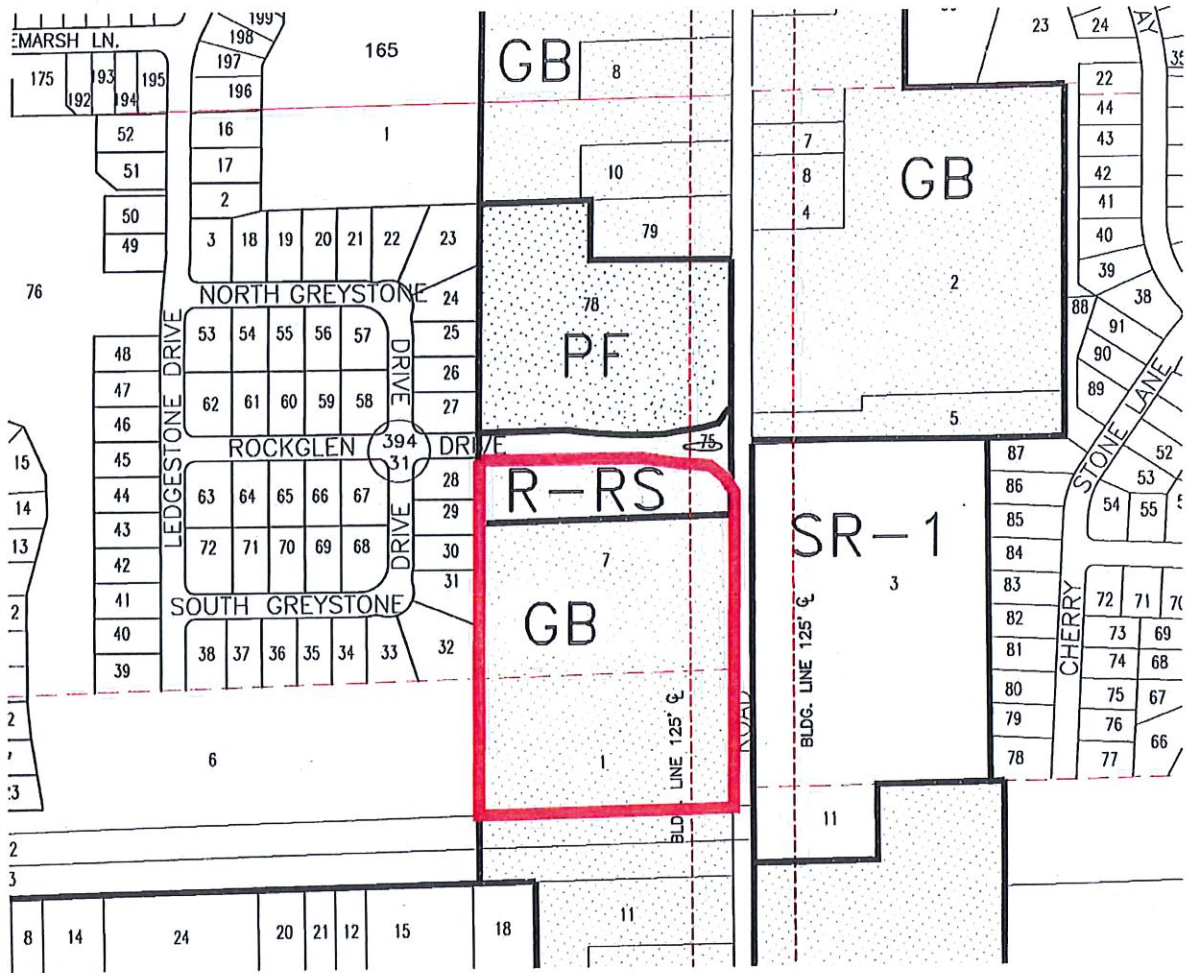
**DATE:** January 15, 2021

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Please be advised that at its meeting of January 14, 2021, the Strongsville Planning Commission gave Favorable Recommendation to the following;

### **ORDINANCE NO. 2020-174**

An Ordinance Amending the Zoning Map of the City of Strongsville adopted by Section 1250.03 of Title Six, Part Twelve of the Codified Ordinances of Strongsville to Change the zoning Classification of Certain Real Estate Located at 19156 Pearl Road (all of PPN 394-31-007) in the City of Strongsville from Restaurant-Recreational Services (R-RS) and GB (General Business) Classifications, all to PF (Public Facilities) Classification, and in addition, Vacant Land Located on Pearl Road near Rockglen Drive (all of PPN 394-32-001) from GB (General Business) Classification to PF (Public Facilities Classification, and Declaring an Emergency.



**CITY OF STRONGSVILLE, OHIO**

**ORDINANCE NO. 2021 – 111**

**By: Mayor Perciak and All Members of Council**

**AN ORDINANCE ACCEPTING FOR RECORDING PURPOSES THE SUBDIVISION PLAT OF INDUSTRIAL LAND PARTNERS HOLDINGS, LLC, FOR PERMANENT PARCEL NO. 394-05-006, LOCATED AT OR NEAR LUNN AND PROSPECT ROADS, IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.**

WHEREAS, the plat of the subdivision of Permanent Parcel No. 394-05-006, located at or near Lunn and Prospect Roads, and known as the Industrial Land Partners Holdings, LLC Subdivision, is being submitted to this Council for review pursuant to Title Four of Part Twelve of the Codified Ordinances of the City of Strongsville; and

WHEREAS, the Codified Ordinances of the City and the minimum standards for improvements required for the subdivision of land adopted therein require the installation of sanitary sewers and street improvements to certain specifications unless a deviation from those standards is approved by the Planning Commission pursuant to C.O. Section 1228.01(i); and

WHEREAS, the agent for the Industrial Land Partners Holdings, LLC, the owner of Permanent Parcel No. 394-05-006, located at or near Lunn and Prospect Roads, and zoned General Industrial, submitted the subdivision plat to the Planning Commission of the City of Strongsville, and requested a deviation to permit a subdivision without sanitary sewers or industrial street improvements; and the Planning Commission approved the subdivision and the requested deviation on July 22, 2021, subject to the condition of receipt and approval of an Affidavit for future construction or assessments for these improvements; and

WHEREAS, the Engineer of the City of Strongsville has reviewed the plat and documents, and finds them in good order and has approved them, finds that the condition of the owner executing an Affidavit for the future construction or assessment of sanitary sewers and street improvements has been satisfied and, therefore, has recommended to the Planning Commission and this Council that this Subdivision be approved for recording purposes, along with the attached Affidavit, and that the deviation from minimum standards requested be given favorable consideration; and

WHEREAS, this Council desires to approve the deviations and the aforesaid subdivision plat for recording purposes.

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

**Section 1.** That this Council hereby finds and determines that the subdivision of Permanent Parcel No. 394-05-006, located at or near Lunn and Prospect Roads, and known as the Industrial Land Partners Holdings, LLC Subdivision, without sanitary sewers or industrial street improvements, as shown on Exhibit A attached hereto and incorporated herein as if fully rewritten, will be equally as effective, safe, adequate and desirable as the improvement would be under such standards, and that the improvement under the proposed deviation will perform the same function as and have a life of usefulness equal to the improvement made pursuant to

**CITY OF STRONGSVILLE, OHIO**  
**ORDINANCE NO. 2021 – 111**  
**Page 2**

such standards; the strict application of the minimum standards to improvements which are under construction or which have been fully planned and contracted for at the time this section became effective would cause extreme undue hardship or practical difficulty; and that such deviation will be in harmony with the general purpose and intent of the minimum subdivision standards and will not interfere with the public health, safety or general welfare provided that the attached Affidavit is filed with the plat.

**Section 2.** That a deviation in minimum subdivision standards for the purposes of subdividing Permanent Parcel No. 394-05-006, without sanitary sewers and industrial street improvements, as shown on Exhibit A, be and is hereby approved.

**Section 3.** That, pursuant to the provisions of C.O. Section 1228.01(i), this Council hereby confirms the deviation from the minimum standards for improvements required for the subdivision of these lands approved by the Planning Commission on July 22, 2021.

**Section 4.** That the Council of the City of Strongsville does hereby approve the subdivision plat of the Industrial Land Partners Holdings, LLC Subdivision, submitted by the agent for Industrial Land Partners Holdings, LLC, the owner of Permanent Parcel No. 394-05-006, as set out in attached Exhibit A, along with the attached Affidavit, for recording purposes.

**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 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 6.** That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to assure proper development of all lots and land within the City of Strongsville, and to further economic development. 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	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

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

ORD. No. 2021-111 Amended: \_\_\_\_\_  
 1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

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









STATE OF OHIO )  
 ) SS:  
COUNTY OF CUYAHOGA )

AFFIDAVIT, PURSUANT TO OHIO REVISED  
CODE §5301.252 RECITING FACTS RELATING  
TO TITLE TO REAL PROPERTY, AND  
PURSUANT TO OHIO REVISED CODE  
§5301.51 AND §5301.52 RELATING TO A  
PRESERVATION OF INTEREST TO THE CITY  
OF STRONGSVILLE

The Affiant, **SPENCER PISCZAK**, Managing Member of **INDUSTRIAL LAND PARTNERS HOLDINGS, LLC**, having first been duly sworn, deposes and states as follows:

1. This Affidavit is made pursuant to the provisions of Ohio Revised Code Sections 5301.252, 5301.51 and 5301.52.
2. Industrial Land Partners Holdings, LLC is the record Owner of the real property affected by this Affidavit at the time of the recording of this Affidavit, which real property the Owner acquired pursuant to a LIMITED WARRANTY deed filed with the Cuyahoga County Fiscal Officer as 200610170705 on 10-17-2006.
3. The real property affected by this Affidavit is known as vacant land on Lunn Road in Strongsville, Ohio, Permanent Parcel No. 394-05-006, and is more fully described in the attached Exhibit A. LOT 4E
4. The Affiant on behalf of the Owner has presented plans to the City of Strongsville for the development of a portion of the subject property for a Parcel Split/Subdivision. The Affiant on behalf of the Owner acknowledges that the City of Strongsville has future plans to construct and install, and/or to have constructed and installed on the City's behalf, an industrial road and a

sanitary sewer (hereinafter collectively referred to as the "Improvements") immediately abutting and contiguous to and/or across the subject real property.

5. In the event and at the time that the Improvements are constructed, the Affiant on behalf of the Owner, has agreed with the City of Strongsville that the Owner will install, at Owner's sole cost, such connections to the Improvements from the Owner's property to the specifications of the City.

6. This Affidavit acknowledges that in order to proceed with the subject Parcel Split/Subdivision, the Affiant, on behalf of Industrial Land Partners Holdings, LLC and all Owners and on behalf of their successors, heirs and assigns, has further agreed with the City of Strongsville that when the Improvements are installed by the City of Strongsville or installed on the City's behalf, the Owner herein agrees to pay its proportionate share of any assessment imposed by the City of Strongsville in relation to these Improvements.

7. The Affiant on behalf of Industrial Land Partners Holdings, LLC further agrees to pay its proportionate share of any such assessment in the amount assessed by the City of Strongsville at the then current assessment rate being imposed by the City of Strongsville at the time of the placement of such assessment in the same rate as is being assessed upon property owners in general.

8. The Affiant on behalf of the Owner further agrees and the Owner does herein waive on behalf of the Owner, all current Owners of the property, and on behalf of their heirs, successors, and assigns any and all objections to such Improvements assessment as set out herein that the Owners of the property may have a right to raise before the Board of Equalization on the basis that



the subject property is already serviced by certain improvements and further agrees to pay its proportionate share of such Improvements assessed as set out in this Affidavit.


9. The nature of the City of Strongsville's claim on the property is as set out in this Affidavit and the name and address of the person (the Claimant) for whose benefit this notice is being filed in the City of Strongsville, c/o Law Director, 16099 Foltz Parkway, Strongsville, Ohio 44149.

10. The Affiant on behalf of the Owner further acknowledges that this Affidavit and Agreement made with the City of Strongsville relates to Industrial Land Partners Holdings, LLC's rights to continued possession and right to develop the real property known as the Parcel Split/Subdivision proposed by Industrial Land Partners Holdings, LLC.

FURTHER AFFIANT SAYETH NAUGHT.

WITNESSETH:

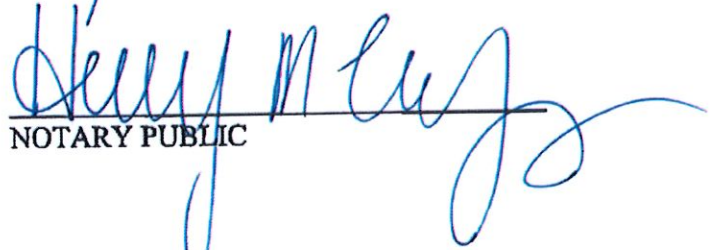
  
\_\_\_\_\_  
  
\_\_\_\_\_

  
\_\_\_\_\_  
SPENCER PISCZAK, Managing Member of  
Industrial Land Partners Holdings, LLC

STATE OF OHIO                    )  
  ) SS:  
COUNTY OF CUYAHOGA        )

Before me, a Notary Public in and for said County and State, personally appeared the above-named SPENCER PISCZAK, who acknowledged that he did sign the foregoing instrument and that it was of his and Industrial Land Partners Holdings, LLC's own free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this 22nd day of July, 2021.

  
NOTARY PUBLIC



HOLLY M TUFTS  
Notary Public, State of Ohio  
Summit County  
My Commission Expires  
August 12, 2022

Approved as to legal form only

by the Law Department of the

City of Strongsville

by, Daniel J. Kolich,

Assistant Director of Law.

Dated 8-31-21

## EXHIBIT A

### LEGAL DESCRIPTION OF LOT 4E PART OF P.P.N. 394-05-006

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio and known as being part of Lot No. 4C in the Commerce Parkway Subdivision Plat of Lots 3A and 4A, P.P.N. 394-03-012 and P.P.N. 394-05-014 Creating Lots 3B, 4B, 4C, 4D and Commerce Parkway Extension and Infinium Way, being part of the Original Strongsville Township Lot Nos. 83 and 84 as shown by the plat recorded in AFN. 202007231050 of Cuyahoga County Map Records and further bounded and described as follows:

Beginning at a 1" iron pin in a monument box found at the intersection of the centerline of Lunn Road (60 feet wide) and the northwesterly corner of Original Strongsville Township Lot No. 83;

Thence North  $88^{\circ}34'57''$  East along the centerline of Lunn Road and the northerly line of Original Strongsville Township Lot No. 83, 383.81 feet to the northeasterly corner of land described to Cleveland Owner Corporation (P.P.N. 394-03-011) by the deed dated January 4, 2007 and recorded in AFN. 200701041041 of Cuyahoga County Deed Records and being the **Principal Place of Beginning** of "Lot 4E" herein described;

Thence North  $88^{\circ}34'57''$  East continuing along the centerline of Lunn Road and the northerly line of Original Strongsville Township Lot No. 83, 360.91 feet to a  $\frac{3}{4}$ " iron pin found in a monument box (6.32 feet north and 5.63 feet east) at an angle point;

Thence North  $42^{\circ}52'07''$  East continuing along the centerline of Lunn Road, 339.21 feet a point at the northwesterly corner of land described to the City of Strongsville (P.P.N. 393-14-001) by the deed dated April 30, 2008 and recorded in AFN. 200804300783 of Cuyahoga County Deed Records;

Thence South  $05^{\circ}54'59''$  East along the westerly line of land so described to City of Strongsville and passing through a  $\frac{5}{8}$ " iron pin set on the southerly right of way of Lunn Road at 39.88 feet, 243.58 feet to a  $\frac{5}{8}$ " iron pin set at the southwesterly corner of land so described and being the northerly line of Original Strongsville Township Lot No. 83;

Thence North  $88^{\circ}34'57''$  East along the northerly line of Original Strongsville Township Lot No. 83, 49.82 feet to a  $\frac{5}{8}$ " iron pin set;



# RIVERSTONE

LAND SURVEYING • ENGINEERING • DESIGN

Thence South 02°26'05" East, 262.12 feet to a 5/8" iron pin set;

Thence South 54°03'13" East, 41.94 feet to a 5/8" iron pin set;

Thence South 00°00'00" East, 73.78 feet to a 5/8" iron pin set on the northerly line of land described to said Cleveland Owner Corporation;

Thence North 90°00'00" West along the northerly line of land described to Cleveland Owner Corporation, 711.57 feet to a 5/8" iron pin set;

Thence North 00°00'00" East along the easterly line of land so described to Cleveland Owner Corporation and passing through a 5/8" iron pin set on the southerly right of way of said Lunn Road at 313.78 feet, 343.79 feet to the centerline of Lunn Road at the **Principal Place of Beginning**, containing 6.2254 acres (271,179 square feet) of which 0.4821 acres (21,000 square feet) is within the right of way of Lunn Road as surveyed and described by Edward B. Dudley, P.S. No. 6747 of The Riverstone Company in August of 2021 and subject to all legal highways, restrictions, reservations and easements.

Note: All 5/8"x30" iron pins set and capped "Riverstone Company PS6747-PS8646"

**Basis of Bearings:** The centerline of Commerce Parkway as North 90°00'00" East as shown in the Commerce Parkway Subdivision Plat and Dedication as recorded in Volume 318, Pages 74-75 of Cuyahoga County Map Records.

**PRELIMINARY FOR REVIEW**

**August 23, 2021**

---

Edward B. Dudley

P.S. No. 6747

Date



## MEMORANDUM

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

**FROM:** Carol Brill, Administrative Assistant, Boards & Commissions

**SUBJECT:** Referrals to Council

**DATE:** July 23, 2021

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Please be advised that at its meeting of July 22, 2021, the Strongsville Planning Commission gave Favorable Recommendation to the following;

**INDUSTRIAL LAND PARTNERS HOLDINGS LLC/ David Pietrantone, Agent**

- a) Deviation from Codified Ordinance Section 1228.01(i) to permit a parcel split/subdivision without sanitary sewers on Lunn and Prospect Road, PPN 394-05-006 zoned General Industrial.
- b) Deviation from Codified Ordinance Section 1228.01(i) to permit a parcel split/subdivision with pavement not meeting Industrial Standards on Lunn and Prospect Road, PPN 394-05-006 zoned General Industrial.
- c) Parcel Split/Subdivision of PPN 394-05-006 located on Lunn and Prospect Road, zoned General Industrial. **Subject to the receipt of the Affidavit as approved by the Law Department.**

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2021 – 112

By: Mayor Perciak and All Members of Council

**AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ENGINEER TO PREPARE AND SUBMIT AN APPLICATION FOR STATE OF OHIO ISSUE 1 FUNDING FOR IMPROVEMENTS TO THE MUNICIPAL SANITARY SEWER SYSTEM IN CONNECTION WITH THE ALBION ROAD AND WEBSTER ROAD SANITARY SEWER PROJECT IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.**

WHEREAS, this Council is desirous of making application for State of Ohio Issue 1 funding, including both a grant and loan (at zero percent interest), for improvements to the Municipal Sanitary Sewer System, consisting of the installation of an 8" sanitary sewer collection line on Albion Road from approximately 400 feet east of I-80 to Webster Road and on Webster Road from Albion Road to Pine Lakes Drive, consisting of constructing sanitary sewers, catch basins and manholes, installing sanitary sewer service connections where they do not now exist, and also includes all restoration of disturbed areas including drive aprons, drive culverts, catch basins and landscaped areas, as well as pavement repairs including milling existing asphalt, base repairs and new asphalt intermediate and surface courses, all together with the necessary appurtenances thereon, with a total overall estimated cost of \$2,504,640.00.

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

**Section 1.** That the Mayor and City Engineer be and are hereby authorized and directed to prepare and submit an application to the Ohio Public Works Commission for some \$751,392.00 in Issue 1 funding, including both a grant and loan, for improvements to the Municipal Sanitary Sewer System in connection with the Albion Road and Webster Sanitary Sewer Project; and to execute all documents and do all things necessary in furtherance thereof.

**Section 2.** That, if such application is approved, it is the intent of this Council to pay for the City's portion of the costs in connection with such project, estimated to be some \$1,753,248.00, from the Sanitary Sewer Fund and through the collection of special assessments and such other local and/or state funds which may become available for such project.

**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 for the further reason that the preparation and submission of the application is immediately necessary in order to meet the application deadline date, provide for an improved public sewer system for residents, and to conserve public funds. Therefore, provided this



**CITY OF STRONGSVILLE, OHIO**  
**ORDINANCE NO. 2021 – 112**  
**Page 2**

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

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

ORD. No. 2021-112 Amended: \_\_\_\_\_  
 1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2021 – 113

By: Mayor Perciak and All Members of Council

**AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ISSUE AND APPROVE CHANGE ORDER NO. 5 (FINAL) FOR AN INCREASE IN THE CONTRACT PRICE IN ACCORDANCE WITH THE PROVISIONS OF THE CONTRACT BETWEEN THE CITY OF STRONGSVILLE AND PERRAM ELECTRIC, INC., IN CONNECTION WITH THE STRONGSVILLE TRAFFIC SIGNAL UPGRADE PROJECT, AND DECLARING AN EMERGENCY.**

WHEREAS, pursuant to Ordinance No. 2019-117, Council authorized the Mayor to enter into a contract with Perram Electric, Inc., in connection with the Traffic Signal Upgrade Project, in the City of Strongsville, (the "Project"), in an amount not to exceed \$5,651,350.00; and

WHEREAS, by and through Ordinance Nos. 2019-188, 2020-040, 2020-096 and 2021-003, the City, through the City Engineer, and as recommended by the City's authorized consultant for the Project, CT Consultants, Inc., determined it would be in the best interests of the City to approve Change Orders 1 through 4 to include as a part of the Project various additional work, extra work requested by the City, as well as reconciling conflicts due to unforeseen conditions, all required for the Project to continue, resulting thus far in a total net increase amount of \$76,905.68; and

WHEREAS, at this time, the City's authorized consultant on the Project and the City's Engineer, have now determined that it would be in the best interests of the City to include and authorize further changes in the work performed or to be performed by Perram Electric, Inc., in connection with extra work performed by the contractor as directed by the City, reconciling conflicts due to unforeseen conditions, stocking various specialty spare parts, and line item adjustments to final quantities, all as more fully detailed in the Final Change Order No. 5 set forth collectively in Exhibit A, which is attached hereto and incorporated herein as if fully rewritten, resulting in a net increase for Change Order No. 5 of \$229,643.04, and a new total Project cost of \$5,957,898.72.

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 issue and approve Final Change Order No. 5 to the contract in the amount of \$229,643.04, as recommended by the City's Consultant and City Engineer, and reflected collectively in Exhibit A; and after the issuance and approval of said Final Change Order No. 5 and compliance with the terms and conditions of the contract, to direct the Director of Finance to make payment to Perram Electric, Inc. in the additional amount of \$229,643.04, thereby increasing the total Project cost to \$5,957,898.72.

**Section 2.** That the funds necessary for this Ordinance have been appropriated and shall be paid from the General Capital Improvement Fund, the TIF Capital Improvement Fund, and such other Federal, State and local funds made available for the Project.

**CITY OF STRONGSVILLE, OHIO**  
**ORDINANCE NO. 2021 – 113**  
**Page 2**

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

**Section 4.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to provide for changes in the work in order to properly and timely complete the Project, to facilitate payment to the contractor for changes in the work, to avoid potential legal problems, and conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

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

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

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

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

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

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

ORD. No. 2021-113 Amended: \_\_\_\_\_  
 1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

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

**CHANGE ORDER**

Change Order No.: 5 FINAL  
Date: Aug 10 2021  
Agreement Date: August 1, 2019

Name of PROJECT: Strongsville Traffic Control - PID 97602  
OWNER: Strongsville, Ohio  
CONTRACTOR: Perram Electric, Inc

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification: Referenced attached documentation  
\_\_\_\_\_  
\_\_\_\_\_

Change to CONTRACT PRICE:

Original CONTRACT PRICE:	\$	<u>5,651,350.00</u>
Current CONTRACT PRICE adjusted by Previous CHANGE ORDER	\$	<u>5,728,255.68</u>
The CONTRACT PRICE due to this CHANGE ORDER will be <i>increased</i> by:	\$	<u>229,643.04</u>
The FINAL CONTRACT PRICE including this CHANGE ORDER will be	\$	<u>5,957,898.72</u>

Change to CONTRACT TIME:

The CONTRACT TIME will be *increased* by \_\_\_\_\_  
(Calendar Days)  
Original Completion Date March 18, 2021  
The date for completion of all WORK will be March 18, 2021  
(Date)

Requested by: *Dave Powell* 8-10-21  
Dave Powell, Vice President  
Perram Electric, Inc (Date)

Recommended by: *Brian Meluch* 8-10-21  
Brian Meluch, P.E.  
CT Consultants, Inc (Date)

Recommended by: *Chris Brubaker* 8-10-21  
Chris Brubaker  
CT Consultants, Inc (Date)

Accepted by: \_\_\_\_\_ (Date)  
Ken Mikula, P.E., Strongsville City Engineer  
City of Strongsville, OH

Federal Agency Approval  
(where applicable) \_\_\_\_\_ (Date)



# Summary of Review Totals

## Proposed Change Order Number 5F

<u>Item No.</u>		<i>Value of Extra Work</i>
5-1 66	The curb ramp as planned at the southeast corner of Boston/Pearl could not be installed. The slope requirements could not be met and there were buried utilities that prohibited excavation. Extra effort by Smith Paving.	\$1,757.85
5-2 71	Open 3inch conduit joint found at Pearl/St John school. Excavated by hand, installed Fernco, clamped it, and wrapped with duct tape.	\$178.47
5-3 75	Due to a blockage in the existing conduit at Pearl/Center Jr High, Perram installed new 2" PVC	\$939.50
5-4 82	Extra effort for the Pearl/Broxtton curb ramp at southeast corner. The curb ramp as planned could not be installed due to hillside and grades. Extra work by Smith Paving	\$6,389.75
5-5 88-2	The ramp at Pearl & Cook by Rite Aid is awkward at best. Added some hardware in the form of fencing to help improve safety.	\$988.39
5-6 107-2	Replacement of the pullbox at 82 & Howe, northwest corner. This was necessary because it was determined after removal per plan, the box housed fiber optic that needed restored.	\$1,761.96
5-7 115	Left over push button pedestals not used due to field conditions. 2 @ 295 each, plus mark-up on material	\$678.50
5-8 124	Repair of block wall at the Marathon Station, 82 & Howe. Wall was removed because of the added work created by flooding of the hole from CWD	\$523.81
5-9	Smith Paving charging a remob fee to come back and finish the two curb ramps that could not be done due to the dim fiber optic issue	\$1,500.00
5-10	Deduct 6 Loop Detector Amplifiers @ \$241.50 each for total of \$1449.00. These were paid for in Change Order #2, item 8	(\$1,449.00)

5-11	Item 10 & 11 - Black hardware for hanging street name signs. Many new signs were added to the contract, therefore add 27 to the 64 requested, @ \$57.50 ea for \$1552.50	\$1,552.50
5-12	Item 35 - Used 5 less than originally planned, 5 each @ \$23.00 for credit of \$115.00	(\$115.00)
5-13	Item 36 - Used 2 more than originally planned, 2 each @ \$23.00 for adder of \$46.00	\$46.00
5-14	Item 37 - Used 4 less than originally planned, 4 each @ \$23.00 for credit of \$92.00	(\$92.00)
5-15 128	Spare parts required by the City as recommended by Pathmaster	\$44,418.75
	Line item adjustment to the final quantities	\$170,563.56

**Final Amount Change Order #5F**

**\$229,643.04**

CITY OF STRONGSVILLE, OHIO  
ORDINANCE NO. 2021 - 114  
BY: MAYOR THOMAS P. PERCIAK

AN ORDINANCE MAKING APPROPRIATIONS FOR THE ANNUAL EXPENSES AND OTHER EXPENDITURES OF THE CITY OF STRONGSVILLE, OHIO, FOR THE YEAR 2021 AND REPEALING ORDINANCE NUMBER 2021-102.

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

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

<u>General Fund - 101</u>					
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
<b>101 Total General Fund</b>		<b>\$ 19,274,600.00</b>	<b>\$ 8,061,700.00</b>	<b>\$ 18,721,092.00</b>	<b>\$ 46,057,392.00</b>
<u>Special Revenue Funds - 200</u>					
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
203	Police Pension	\$ 1,456,300.00	\$ -	\$ -	\$ 1,456,300.00
204	Street Construction & Maintenance	5,112,300.00	13,478,300.00	-	18,590,600.00
205	State Highway Maintenance	-	149,600.00	-	149,600.00
206	Motor Vehicle License Tax	-	1,000,000.00	-	1,000,000.00
207	Emergency Vehicle Fund	-	2,446,000.00	-	2,446,000.00
208	Fire Levy	8,683,900.00	950,900.00	-	9,634,800.00
209	Fire Pension	1,706,600.00	-	-	1,706,600.00
211	Clerk of Court	-	40,000.00	-	40,000.00
212	Drainage Levy	-	2,708,000.00	1,000,000.00	3,708,000.00
213	Local Fiscal Recovery	-	4,678,184.00	-	4,678,184.00
214	Multi-Purpose Complex	3,191,500.00	1,965,100.00	-	5,156,600.00
215	Southwest General Hospital	-	361,446.00	-	361,446.00
216	Law Enforcement Federal Seizures	-	7,000.00	-	7,000.00
217	Law Enforcement State Seizures	-	60,000.00	-	60,000.00
218	Law Enforcement Drug Fine	-	400.00	-	400.00
219	Law Enforcement DWI/DUI	-	5,000.00	-	5,000.00
220	Tree Fund	-	147,000.00	-	147,000.00
222	Community Diversion	11,200.00	4,000.00	-	15,200.00
223	Bond Escrow	-	700,000.00	-	700,000.00
224	Earned Benefits	710,200.00	-	-	710,200.00
<b>200 Total Special Revenue Funds</b>		<b>\$ 20,872,000.00</b>	<b>\$ 28,709,930.00</b>	<b>\$ 1,000,000.00</b>	<b>\$ 50,572,930.00</b>
<u>Debt Service Funds - 300</u>					
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
331	General Bond Retirement	\$ -	\$ 3,507,900.00	\$ -	\$ 3,507,900.00
333	Pearl Road TIF # 1	-	1,443,200.00	-	1,443,200.00
334	Royalton Road TIF	-	203,900.00	-	203,900.00
335	Pearl Road TIF # 2	-	173,400.00	-	173,400.00
336	Pearl Road TIF # 3	-	53,000.00	-	53,000.00
337	Westwood Commons TIF	-	40,400.00	-	40,400.00
338	Giant Eagle TIF	-	182,600.00	-	182,600.00
339	GETGO TIF	-	41,200.00	-	41,200.00
340	Clover Senior TIF	-	234,600.00	-	234,600.00
341	Pearl Road TIF # 4	-	281,300.00	-	281,300.00
342	Cane's/Chase TIF	-	20,600.00	-	20,600.00
<b>300 Total Debt Service Funds</b>		<b>\$ -</b>	<b>\$ 6,182,100.00</b>	<b>\$ -</b>	<b>\$ 6,182,100.00</b>

**Capital Improvement Capital Project Funds - 400**

Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
441	Recreation Capital Improvement	\$ -	\$ 75,000.00	\$ -	\$ 75,000.00
442	General Capital Improvement	-	10,590,000.00	-	10,590,000.00
447	TIF Capital Improvements	-	1,615,231.00	-	1,615,231.00
<b>400</b>	<b>Total Capital Project Funds</b>	<b>\$ -</b>	<b>\$ 12,280,231.00</b>	<b>\$ -</b>	<b>\$ 12,280,231.00</b>

**Enterprise Funds - 500**

Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
551	Sanitary Sewer	\$ 1,884,800.00	\$ 10,945,535.00	\$ -	\$ 12,830,335.00

**Internal Service Fund - 600**

Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
661	Health Insurance Reserve	\$ -	\$ 6,712,300.00	\$ -	\$ 6,712,300.00
664	Worker's Compensation Reserve	-	1,224,000.00	-	1,224,000.00
<b>600</b>	<b>Total Internal Service Funds</b>	<b>\$ -</b>	<b>\$ 7,936,300.00</b>	<b>\$ -</b>	<b>\$ 7,936,300.00</b>

<b>Grand Total All Funds</b>	<b>\$ 42,031,400.00</b>	<b>\$ 74,106,796.00</b>	<b>\$ 19,721,092.00</b>	<b>\$ 135,859,288.00</b>
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**Itemized list of Transfers and Advances by Fund**

Description	Amount
General Fund to Street Construction Fund	\$ 3,500,000.00
General Fund to Fire Levy Fund	800,000.00
General Fund to Multi-Complex Fund	1,950,000.00
General Fund to Police Pension Fund	900,000.00
General Fund to Fire Pension Fund	1,032,000.00
General Fund to Recreation Capital Improvement Fund	1,000,000.00
General Fund to General Capital Fund	6,200,000.00
<b>Total Transfers</b>	<b>\$ 15,382,000.00</b>
General Fund Advance to Drainage Levy	1,000,000.00
General Fund Advance to Local Fiscal Recovery Fund	2,339,092.00
Drainage Levy Advance Repayment to General Fund	1,000,000.00
<b>Total Advance and Advance Repayments</b>	<b>\$ 4,339,092.00</b>
<b>Total Transfers, Advances and Advance Repayments</b>	<b>\$ 19,721,092.00</b>

Section 2: That all expenditures within the fiscal year ending December 31, 2021 shall be made in accordance with the code accounts set forth above, and shall be made within the appropriations herein provided.

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

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

Approved:

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

\_\_\_\_\_  
Mayor

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

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

Attest:

\_\_\_\_\_  
Clerk of Council

ORD. No. 2021-114

Amended: \_\_\_\_\_

1st Rdg. \_\_\_\_\_

Ref: \_\_\_\_\_

2nd Rdg. \_\_\_\_\_

Ref: \_\_\_\_\_

3rd Rdg. \_\_\_\_\_

Ref: \_\_\_\_\_

Pub Hrg. \_\_\_\_\_

Ref: \_\_\_\_\_

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

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

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



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

Dept #	Department	Personal Services	Other	Transfers & Advances	Total
011410	Council	\$ 375,600.00	\$ 36,000.00	\$ -	\$ 411,600.00
011411	Mayors Office	265,100.00	19,400.00	-	284,500.00
015412	Police Department	10,171,300.00	1,315,100.00	-	11,486,400.00
011413	Human Resources	259,600.00	56,900.00	-	316,500.00
011414	Finance Department	559,200.00	18,200.00	-	577,400.00
011415	Legal Department	534,900.00	74,900.00	-	609,800.00
011416	Communication & Technology	718,200.00	534,500.00	-	1,252,700.00
011417	Building Department	1,048,200.00	184,800.00	-	1,233,000.00
011418	Mayors Court	157,300.00	320,000.00	-	477,300.00
011420	Rubbish Department	-	2,894,800.00	-	2,894,800.00
011421	Cemetery Department	132,100.00	264,000.00	-	396,100.00
011422	Architectural Board of Review	-	4,000.00	-	4,000.00
011423	Planning Commission	117,000.00	62,000.00	-	179,000.00
011424	Civil Service	-	61,400.00	-	61,400.00
011425	Board of Appeals	-	15,900.00	-	15,900.00
011428	Parks Department	116,200.00	198,000.00	-	314,200.00
011429	Public Safety	177,800.00	-	-	177,800.00
011430	General Miscellaneous	-	1,573,200.00	-	1,573,200.00
011435	Economic Development	174,300.00	127,000.00	-	301,300.00
015415	OPID Grant	37,300.00	12,700.00	-	50,000.00
015414	Corrections Officers	818,000.00	88,000.00	-	906,000.00
015413	Regional Dispatch Center	3,612,500.00	200,900.00	-	3,813,400.00
011468	Non Government Transfers	-	-	18,721,092.00	18,721,092.00
	<b>Total General Fund</b>	<b>\$ 19,274,600.00</b>	<b>\$ 8,061,700.00</b>	<b>\$ 18,721,092.00</b>	<b>\$ 46,057,392.00</b>
031000	Police Pension	1,456,300.00	-	-	1,456,300.00
046419	Street Repairs	4,228,400.00	12,007,900.00	-	16,236,300.00
046426	Traffic Signal Maintenance	114,500.00	215,000.00	-	329,500.00
046427	Snow Removal	-	580,400.00	-	580,400.00
046433	Municipal Garage	769,400.00	675,000.00	-	1,444,400.00
056000	State Highway Maintenance	-	149,600.00	-	149,600.00
066000	Motor Vehicle License Tax	-	1,000,000.00	-	1,000,000.00
075000	Emergency Vehicle Fund	-	2,446,000.00	-	2,446,000.00
085000	Fire Levy	8,683,900.00	641,700.00	-	9,325,600.00
085001	Fire Station Ward 1	-	117,200.00	-	117,200.00
085002	Fire Station Ward 2	-	47,500.00	-	47,500.00
085003	Fire Station Ward 3	-	32,500.00	-	32,500.00
085004	Fire Station Ward 4	-	112,000.00	-	112,000.00
095000	Fire Pension	1,706,600.00	-	-	1,706,600.00
111000	Clerk of Court	-	40,000.00	-	40,000.00
121000	Drainage Levy	-	2,708,000.00	1,000,000.00	3,708,000.00
131000	Local Fical Recovery	-	4,678,184.00	-	4,678,184.00
143304	Sports Programs	278,200.00	222,700.00	-	500,900.00
143305	Recreation Administration	488,700.00	728,100.00	-	1,216,800.00
143306	Fitness	454,300.00	150,700.00	-	605,000.00
143310	Aquatics	689,900.00	109,800.00	-	799,700.00
143311	Recreation Programs	174,100.00	39,200.00	-	213,300.00
143430	Special Events	-	14,900.00	-	14,900.00
143431	Old Town Hall	8,900.00	60,800.00	-	69,700.00
143439	Senior Services	642,800.00	393,400.00	-	1,036,200.00
143451	Recreation Maintenance	454,600.00	209,000.00	-	663,600.00
143500	Program Refunds	-	36,500.00	-	36,500.00
152000	Southwest General Hospital	-	361,446.00	-	361,446.00
165000	Law Enforcement Federal Seizures	-	7,000.00	-	7,000.00
175000	Law Enforcement State Seizures	-	60,000.00	-	60,000.00
185000	Law Enforcement Drug Fine	-	400.00	-	400.00
195000	Law Enforcement DWI/DUI	-	5,000.00	-	5,000.00
204000	Tree Maintenance	-	147,000.00	-	147,000.00
225000	Community Diversion	11,200.00	4,000.00	-	15,200.00
223100	Bond Escrow	-	700,000.00	-	700,000.00
224000	Earned Benefits	710,200.00	-	-	710,200.00
	<b>Total Special Revenue Funds</b>	<b>\$ 20,872,000.00</b>	<b>\$ 28,700,930.00</b>	<b>\$ 1,000,000.00</b>	<b>\$ 50,572,930.00</b>

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

Dept #	Department	Personal Service	Other	Transfers & Advances	Total
311000	General Bond Retirement	-	3,507,900.00	-	3,507,900.00
333000	Pearl Road TIF # 1	-	1,443,200.00	-	1,443,200.00
334000	Royalton Road TIF	-	203,900.00	-	203,900.00
335000	Pearl Road TIF # 2	-	173,400.00	-	173,400.00
336000	Pearl Road TIF # 3	-	53,000.00	-	53,000.00
337000	Westwood Commons TIF	-	40,400.00	-	40,400.00
338000	Giant Eagle TIF	-	182,600.00	-	182,600.00
339000	GETGO TIF	-	41,200.00	-	41,200.00
340000	Clover Senior TIF	-	234,600.00	-	234,600.00
341000	Pearl Road TIF # 4	-	281,300.00	-	281,300.00
342000	Cane's/Chase TIF	-	20,600.00	-	20,600.00
	<b>Total Debt Service</b>	<b>\$ -</b>	<b>\$ 6,182,100.00</b>	<b>\$ -</b>	<b>\$ 6,182,100.00</b>
413000	Recreation Capital Improvement	-	75,000.00	-	75,000.00
421000	General Capital Improvement	-	10,590,000.00	-	10,590,000.00
447100	Pearl & Whitney TIF	-	175,500.00	-	175,500.00
447102	Prospect & Albion TIF	-	50,300.00	-	50,300.00
447103	Goodyear & 5/3 TIF	-	100,500.00	-	100,500.00
447104	42/82 TIF	-	1,288,931.00	-	1,288,931.00
	<b>Total Capital Projects</b>	<b>\$ -</b>	<b>\$ 12,280,231.00</b>	<b>\$ -</b>	<b>\$ 12,280,231.00</b>
512501	Engineering and Administration	696,600.00	921,900.00	-	1,618,500.00
512502	Plant Expenditures	-	6,628,500.00	-	6,628,500.00
512503	Line Expenditures	1,188,200.00	950,000.00	-	2,138,200.00
512504	Sewer Capital Improvements	-	2,070,000.00	-	2,070,000.00
512505	Sewer Debt Payments	-	375,135.00	-	375,135.00
	<b>Total Sanitary Sewer</b>	<b>\$ 1,884,800.00</b>	<b>\$ 10,945,535.00</b>	<b>\$ -</b>	<b>\$ 12,830,335.00</b>
661000	Health Insurance Reserve	-	6,712,300.00	-	6,712,300.00
664000	Workers Compensation Reserve	-	1,224,000.00	-	1,224,000.00
	<b>Total Internal Service</b>	<b>\$ -</b>	<b>\$ 7,936,300.00</b>	<b>\$ -</b>	<b>\$ 7,936,300.00</b>
	<b>GRAND TOTAL</b>	<b>\$ 42,031,400.00</b>	<b>\$ 74,106,796.00</b>	<b>\$ 19,721,092.00</b>	<b>\$ 135,859,288.00</b>

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2021 – 115

By: Mayor Perciak and All Members of Council

**A RESOLUTION AUTHORIZING AND DIRECTING THE DIRECTOR OF FINANCE OF THE CITY TO CERTIFY TO THE FISCAL OFFICER OF CUYAHOGA COUNTY UNPAID PROPERTY MAINTENANCE NUISANCE ABATEMENTS FOR LEVY AND COLLECTION ACCORDING TO LAW, AND DECLARING AN EMERGENCY.**

WHEREAS, in compliance with Sections 731.51 to 731.54 of the Ohio Revised Code, and Section 606.28 and Chapter 1442 of the Strongsville Codified Ordinances, weeds and grass were cut and building violations were corrected, after proper notification to the property owners to abate said nuisances.

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

**Section 1.** That the Director of Finance of the City be and is hereby authorized and directed to certify to the Fiscal Officer of Cuyahoga County various property maintenance nuisance abatements and penalties which are due and unpaid for the premises and in the sums set forth in Exhibit "A", plus interest at the rate of ten percent (10%) per annum, attached hereto and incorporated herein by reference, for extension of the tax duplicate and collection by the County Treasurer in the same manner as other taxes.

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

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

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

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

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

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

CITY OF STRONGSVILLE, OHIO  
RESOLUTION NO. 2021 - 115  
Page 2

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

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

*RES*  
ORD. No. 2021-115 Amended: \_\_\_\_\_  
1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_



FISCAL OFFICE REAL PROPERTY

THE ATTACHED LIST OF SPECIAL ASSESSMENT CHARGES HAVE BEEN CONFIRMED BY THE COUNCIL OF:

MUNICIPALITY	City of Strongsville	ASSESSMENT TYPE	Grass Cutting
--------------	----------------------	-----------------	---------------

HEREBY CERTIFIED FOR COLLECTION IN ANNUAL INSTALLMENTS OF ONE

TO BE COLLECTED BEGINNING TAX YEAR	2022	ENDING TAX YEAR	2022
------------------------------------	------	-----------------	------

BY ORDER OF RESOLUTION NO. 2021-115

SIGNATURE OF: *[Signature]* Finance Director  
DATE: September 2, 2021

FOR FISCAL OFFICE USE ONLY

Date Received	Date of Manual Entry	Date Formatted	Fund Number
Date Imported to MVP	Date Validated	Employee Initials	

<b>CITY OF STRONGSVILLE</b>	
<b>GRASS CUTTING</b>	
<b>Total Number of Parcels 6</b>	
39208008	869.00
39316011	550.00
39712117	550.00
39825045	550.00
39917016	550.00
39930027	5,720.00
<b>Total</b>	<b>8,789.00</b>

**CITY OF STRONGSVILLE, OHIO**

**RESOLUTION NO. 2021 – 116**

**By: Mayor Perciak and All Members of Council**

**A RESOLUTION REQUESTING THE FISCAL OFFICER OF CUYAHOGA COUNTY TO ADVANCE CERTAIN FUNDS, BOTH GENERAL OPERATING AND SPECIAL ASSESSMENTS, TO THE CITY OF STRONGSVILLE, OHIO, AND DECLARING AN EMERGENCY.**

WHEREAS, from time to time during the fiscal year 2022, before and subsequent to tax settlement dates, the City of Strongsville will require certain funds for the continuity of necessary services, where such funds are drawn from both general operating and special assessment funds; and

WHEREAS, this Council respectfully requests the Fiscal Officer of this County to advance both general operating and various special assessment funds when requested by the Director of Finance of this City and deduct such advances from funds due to the City, but not then distributed.

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

**Section 1.** That the Fiscal Officer of this County is respectfully requested to advance funds to the City of Strongsville from the proceeds of the 2021 tax year/2022 collection year including, without limitation, revenues from both the general operating and special assessment funds, upon request of the Director of Finance of this City, and that the amount of such advance or advances be charged to the City of Strongsville and deducted from funds due this City but not distributed.

**Section 2.** That the Clerk of the Council be and is hereby directed to send a certified copy of this Resolution to the Fiscal Officer of Cuyahoga County.

**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 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 necessary to obtain in advance general operating and special assessment funds for the orderly payment of certain obligations of the City. 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.

CITY OF STRONGSVILLE, OHIO  
RESOLUTION NO. 2021 – 116  
Page 2

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

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

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

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

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

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

*RES*  
ORD. No. 2021-116 Amended: \_\_\_\_\_  
1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_



CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2021 – 117

By: Mayor Perciak and All Members of Council

**A RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY FISCAL OFFICER, AND DECLARING AN EMERGENCY.**

WHEREAS, pursuant to Sections 5705.34 and 5705.35 of the Ohio Revised Code, the Cuyahoga County Budget Commission has informed the City of Strongsville of the amounts and rates of the necessary tax levies for tax year 2021, to be collected in year 2022; and

WHEREAS, this Council, in accordance with the provisions of law, has previously adopted a Tax Budget for the next succeeding fiscal year commencing January 1, 2022; and

WHEREAS, the Budget Commission of Cuyahoga County, Ohio has certified its action thereon to this Council together with an estimate by the County Fiscal Officer of the rate of each tax necessary to be levied by this Council, and what part thereof is without, and what part within the ten mill tax limitation.

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

**Section 1.** That the amounts and rates, as determined by the Budget Commission in its certification, be and the same are hereby accepted.

**Section 2.** That there be and is hereby levied on the tax duplicate of the City of Strongsville, the rate of each tax necessary to be levied within and without the ten mill limitation as follows:

**SCHEDULE A**  
**SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY BUDGET**  
**COMMISSION AND COUNTY FISCAL OFFICER'S ESTIMATED TAX RATES**

Fund	Amount to be Derived from Levies Outside 10 M. Limitation	Amount Approved by Budget Commission Inside 10 M. Limitation	County Fiscal Officer Estimate of Tax Rate to be Levied	
			Inside 10 M. Limit	Outside 10 M. Limit
	Column II	Column IV	V	VI
General Fund				1.50
General Bond Retirement Fund			2.30	
Police Pension Fund			0.30	
Fire Pension Fund			0.30	
Fire Fund				3.50
Sewer Fund				0.40
Southwest General H. C.				1.00
<b>Total</b>			<b>2.90</b>	<b>6.40</b>



CITY OF STRONGSVILLE, OHIO  
RESOLUTION NO. 2021 – 117  
Page 4

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

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

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

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

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

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

*RES*  
ORD. No. 2021-117 Amended: \_\_\_\_\_  
1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

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

**CERTIFICATE OF COPY**  
**ORIGINAL ON FILE**

State of Ohio            )  
                                  ) ss.  
Cuyahoga County        )

I, Aimee Pientka, Clerk of the Council of the City of Strongsville, within and for said County, and in whose custody of the files and records of said Council are required by the Laws of the State of Ohio to be kept, do hereby certify that the foregoing is taken and copied from the original Resolution No. 2021-117 now on file, that the foregoing has been compared by me with said original document, and that the same is a true and correct copy thereof.

WITNESS my signature, this \_\_\_\_\_ day of September, 2021.

\_\_\_\_\_  
Aimee Pientka, Clerk of Council

**Resolution No. 2021 – 117**

**COUNCIL OF THE CITY OF STRONGSVILLE**  
**Cuyahoga County, Ohio**

RESOLUTION ACCEPTING THE AMOUNTS AND  
RATES AS DETERMINED BY THE BUDGET  
COMMISSION AND AUTHORIZING THE  
NECESSARY TAX LEVIES AND CERTIFYING  
THEM TO THE COUNTY FISCAL OFFICER

(City Council)

\_\_\_\_\_  
Adopted September 7, 2021

\_\_\_\_\_  
Aimee Pientka, Clerk of Council

\_\_\_\_\_  
Filed \_\_\_\_\_, 2021

\_\_\_\_\_  
County Fiscal Officer

By

\_\_\_\_\_  
Deputy

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2021 – 118

By: Mayor Perciak and All Members of Council

**AN ORDINANCE REQUESTING PARTICIPATION IN OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES CONTRACTS FOR THE PURCHASE OF ELEVEN (11) SETS OF STRUCTURAL FIREFIGHTING TURNOUT GEAR FOR USE BY THE FIRE DEPARTMENT OF THE CITY; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO DO ALL THINGS NECESSARY TO ENTER INTO AN AGREEMENT IN CONNECTION THEREWITH; AND DECLARING AN EMERGENCY.**

WHEREAS, Ohio Revised Code Section 5513.01(B) provides the opportunity for counties, townships and municipal corporations to participate in contracts of the Ohio Department of Administrative Services for the purchase of machinery, materials, supplies or other articles; and

WHEREAS, this Council wishes to take advantage of that opportunity in connection with the purchase of eleven (11) sets of structural firefighting turnout gear (Schedule/Contract No. 800526, Index No. STS842), through Municipal Emergency Services, Inc., for use by the Fire Department of the City.

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 request authority in the name of the City of Strongsville to participate in the Ohio Department of Administrative Services contracts for the purchase of eleven (11) sets of structural firefighting turnout gear from **MUNICIPAL EMERGENCY SERVICES, INC., an authorized dealer for MORNING PRIDE MANUFACTURING dba HONEYWELL FIRST RESPONDER PRODUCTS**, in the total amount of \$33,495.00, as reflected on Exhibit A, attached hereto, which the Department has entered into pursuant to Revised Code Section 5513.01(B).

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

**Section 3.** That the Mayor and Director of Finance be and are hereby authorized to enter into and execute such agreements and documents as may be necessary to participate in the Ohio Department of Administrative Services Cooperative Purchasing Program.

**Section 4.** That the funds for the purpose of such purchases have been appropriated and shall be paid from the Fire Levy Fund.

**CITY OF STRONGSVILLE, OHIO**  
**ORDINANCE NO. 2021 – 118**  
**Page 2**

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

**Section 6.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare, and for the further reason that it is immediately necessary to participate in the purchase of such equipment in order to maintain continuity in the operation of the Fire Department of the City, to provide updated equipment for firefighting, and conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise from and after the earliest period allowed by law.

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

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

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

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

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

ORD. No. 2021-118 Amended: \_\_\_\_\_  
 1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Pub Hrg. \_\_\_\_\_  
 Adopted: \_\_\_\_\_

*[Faint circular stamp]*

# MES | WARREN FIRE EQUIPMENT

MUNICIPAL EMERGENCY SERVICES

## Quote

Date 06/09/2021  
 Quote # QT1479972  
 Expires 07/09/2021  
 Sales Rep VanKanegan, Cory  
 PO #  
 Shipping Method FedEx Ground  
 Shipping Code (2)

6880 Tod Avenue SW  
 Warren, OH 44481

**Bill To**  
 STRONGSVILLE FIRE DEPARTMENT  
 C/O CITY OF STRONGSVILLE  
 16099 FOLTZ PARKWAY  
 STRONGSVILLE OH 44149  
 United States

**Ship To**  
 STRONGSVILLE FIRE DEPARTMENT  
 17000 PROSPECT  
 STRONGSVILLE OH 44136  
 United States

Item	Alt. Item #	Units	Description	QTY	Unit Sales	Amount
HFRP Tail Coat	LTO62V3TB		LTO62V3TB HFRP Tail Coat PBI Max Black Glide Ice Crosstech Black	11	1,830.00	20,130.00
HFRP Tail Pant	LTO62V3PB		LTO62V3PB HFRP Tail Pant PBI Max Black Glide Ice Crosstech Black	11	1,215.00	13,365.00
OHIO STATE TERM SCHEDULE 800526						
<i>PO 35088</i>						

**Subtotal** 33,495.00  
**Shipping Cost (FedEx Ground)** 0.00  
**Total** \$33,495.00

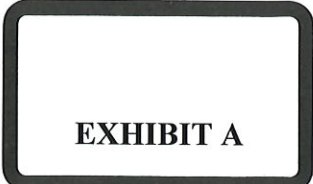
This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1479972





CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2021 – 119

By: Mayor Perciak and All Members of Council

**AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH TIVITY HEALTH SERVICES, LLC FOR THE IMPLEMENTATION OF A SILVERSNEAKERS PROGRAM AT THE CITY OF STRONGSVILLE WALTER F. EHRNFELT RECREATION & SENIOR CENTER, AND DECLARING AN EMERGENCY.**

WHEREAS, the City of Strongsville Walter F. Ehrnfelt Recreation & Senior Center offers a wide variety of programs and activities for all seniors who are residents and non-residents, and further sponsors many different types of events; and

WHEREAS, the SilverSneakers Fitness Program is a health and fitness program designed for adults ages 65 and older that may be included in many qualified Medicare plans; and

WHEREAS, the City of Strongsville's Director of Recreation & Senior Services has recommended that the City pursue implementation of a SilverSneakers Fitness Program at the Walter F. Ehrnfelt Recreation & Senior Center; and

WHEREAS, through implementation of this Program, the City of Strongsville will be eligible to receive compensation for Program Participant Access at the City's Walter F. Ehrnfelt Recreation & Senior Center; and

WHEREAS, this Council, therefore, desires to proceed to enter into an Agreement for such Program.

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 to enter into a Location Agreement with **TIVITY HEALTH SERVICES, LLC** for a SilverSneakers Fitness Program to be implemented at the Walter F. Ehrnfelt Recreation & Senior Center, and effective upon execution of the Location Agreement, a copy of such Agreement is attached hereto as Exhibit "1" and incorporated herein by reference, which is in all respects hereby approved.

**Section 2.** That funds received from Tivity Health Services, LLC in connection with the SilverSneakers Fitness Program shall be placed into the Multi-Purpose Complex Fund; and any funds necessary to carry out the SilverSneakers Program shall be paid from such fund.

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

**CITY OF STRONGSVILLE, OHIO**  
**ORDINANCE NO. 2021 – 119**  
**Page 2**

**Section 4.** That this Ordinance is hereby declared to be an emergency measure immediately necessary for the 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 an agreement for the SilverSneakers Program in order that seniors will be able to take advantage of this beneficial fitness program, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

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

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

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

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

ORD. No. 2021-119 Amended: \_\_\_\_\_  
 1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

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



**TIVITY HEALTH PARTNER LOCATION AGREEMENT**

This Tivity Health Partner Location Agreement (this “**Agreement**”) is between **TIVITY HEALTH SERVICES, LLC** (“**Tivity Health**”), and the “**Facility**” named below. This Agreement is effective August 1, 2021 (“**Effective Date**”). Facility desires that it and its other locations listed on **Exhibit A-1** be included as a member of Tivity Health’s network of locations for the purposes of fitness memberships and/or offering Tivity Health’s programs, and Tivity Health desires Facility to be a member of Tivity Health’s network.

**Facility.** The undersigned Facility and any additional participating locations of Facility as mutually agreed to and set forth in **Exhibit A-1**, which have entered into this Agreement with Tivity Health to be part of its Tivity Health Network.

**Facility Contact.** Facility has designated the person named on **Exhibit A-2** as authorized to represent Facility in communicating with Tivity Health about this Agreement.

**Pricing.** Tivity Health will pay Facility the selected program fees in **Attachment A**.

**Programs.** Facility will offer each Tivity Health program marked in **Attachment A**.

**Term.** The term of this Agreement runs from the Effective Date through April 30, 2023 (“**Initial Term**”) and thereafter will automatically renew for successive one (1) year terms from May 1 to April 30 (“**Renewal Term**”), provided that after the Initial Term, either party may terminate this Agreement upon 120 days’ prior written notice of the expiration of the Renewal Term.

**Terms & Conditions.** This Agreement will be governed by the Standard Terms and Conditions attached hereto and incorporated by reference herein.

The Tivity Health materials on the Portal are incorporated by reference as an integral part of this Agreement.

This Agreement supersedes any prior agreements and represents the entire understanding and agreement between the parties regarding the subject matter of this Agreement.

Tivity Health and Facility each sign below to agree to be bound to the terms of this Agreement as of the Effective Date.

**TIVITY HEALTH SERVICES, LLC**

CITY OF STRONGSVILLE, OHIO  
Walter F. Ehrnfelt Recreation & Senior Center  
\_\_\_\_\_  
Name of Facility

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Tivity Health Printed Name

Thomas P. Perciak  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Tivity Health Title

Mayor  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Signature:**   
Tony Fricano (Aug 17, 2021 16:26 CDT)  
**Email:** tony.fricano@tivityhealth.com

---

**ATTACHMENT A****Notices, Utilization Payment, Programs and Pricing****1. Notices to Facility and Tivity Health.**

**Facility Contact:** Attached Exhibit A-2

**Tivity Health Contact:** Tivity Health PL Contracting Department  
1445 South Spectrum Blvd.  
Chandler, Arizona 85286  
Phone: (480) 444-5400  
Email: [PLContracting@tivityhealth.com](mailto:PLContracting@tivityhealth.com)

**2. Facility Locations.** Attached Exhibit A-1**3. Program Utilization Payment.**

- a) Program Utilization Payment for Selected Tivity Health Programs. Tivity Health shall compensate Facility based on Program Participant Visits, with a maximum cap payment per Program Participant per month. Program Visit shall mean one distinct occasion, recorded and reported by Facility in accordance with procedures specified in the Reference Guide, during which a Program Participant enters Facility to enroll in or use the Program. Tivity Health shall not compensate Facility for more than one Program Visit per day. Program Participant shall mean a Program Participant, who, after completing the Program enrollment, has used the Program at a facility in the Tivity Health Network at least once in a given month.
- b) Payment Schedule. Payment shall be processed for direct deposit by Tivity Health by the last day of the month following the month in which Program Visits occurred ("following month"), provided Tivity Health receives Facility's monthly utilization data by the fifth (5th) day of the following month. In the event utilization data is not received in a timely manner, payment may be delayed. Payment for monthly utilization received after the last day of the following month will be denied for non-timely filing and will not be eligible for reimbursement or appeal. Appeals must be brought to the attention of Tivity Health within thirty (30) days of receipt of payment; appeals brought at a later date will not be eligible for review.

**4. Programs and Pricing.** A description of each Program appears on the Portal: <https://fitness.tivityhealth.com>

- SilverSneakers® Fitness Program Offering Basic Program Participant Access  
\$2.50 per Program Participant Visit up to \$20.00 per Program Participant per Month

STANDARD TERMS AND CONDITIONS

1. Definitions. All terms not defined herein will have the meanings given to them in the Partner Location Agreement between Tivity Health and Facility (the “**Agreement**”).

a) “**Confidential Information**” means this Agreement, the identity of any Tivity Health customer, Participant information and information a recipient should reasonably understand to be confidential given the nature of such information, including, without limitation, any Tivity Health IP.

b) “**Sponsoring Organization**” means any organization, employer group, health plan or subset thereof that is contracted with Tivity Health to provide the Program to its members and whose members may therefore utilize Facility in accordance with the terms of this Agreement. Facility shall provide the Program to eligible Members of all Sponsoring Organizations. Sponsoring Organization information shall be available to Facility, and such Sponsoring Organization information shall be incorporated herein by reference.

c) “**Participant**” means a Sponsoring Organization Program Participant, employee, dependent or other person eligible for the Program, determined by the Participant verification process outlined in the Reference Guide.

d) “**Program**” means each Tivity Health program elected in the Agreement and as described on the Portal.

e) “**Reference Guide**” means the procedures and guidelines set forth on the Portal for participation in the Tivity Health network.

f) “**Tivity Health IP**” means any and all intellectual property associated with the Program and tangible embodiments thereof, including, without limitation: the Portal, the Reference Guide; Program descriptions, processes and know-how; Tivity Health content on the Portal; and all data regarding activity at the Facility, such as utilization reports.

2. Facility Responsibilities. In exchange for the compensation to be paid by Tivity Health, Facility shall perform the following services:

a. Program Implementation Process. To prepare for Program commencement, Facility agrees to participate in the following 1) coordination with Tivity Health of electronic reporting containing the required data elements; 2) Tivity Health-scheduled and led training; and 3) Tivity Health’s evaluation of Facility to certify Facility’s preparedness to provide Program (the date by which each of these has been completed, the Ready Date.)”

b. Staffed Hours. Facility shall be appropriately staffed in accordance with professionally recognized standards of fitness programs a minimum of six (6) hours per day, Monday through Friday.

c. Program Enrollment. Facility shall enroll Participants in the Program in accordance with the protocol defined in the Reference Guide or other protocol mutually agreed between the Parties.

d. Reporting Obligations of Facility. Facility shall report Program utilization to Tivity Health on a monthly basis. Program utilization reporting shall consist of all 1) Program forms completed during the previous month as applicable; and 2) visits for the month. Facility shall prepare a report of daily visits and utilization from the month summarizing activity and containing the required data elements and submit it electronically to Tivity Health no later than the fifth (5<sup>th</sup>) day of the following month. The required file format, data elements and submission options are defined in the Reference Guide. The Parties to this Agreement shall work cooperatively to establish correct and acceptable electronic monthly utilization data reporting; Tivity Health may provide technical support to Facility if necessary.

e. SilverSneakers@ Program Advisor. Facility shall designate one staff Program Participant as the SilverSneakers Program Advisor, who shall serve as a liaison to Tivity Health and as a resource person for SilverSneakers Participants utilizing the Tivity Health Network and is knowledgeable concerning all services provided by Facility to Participants.

f. Guest Pass Program. Facility shall provide Program services to persons presenting a Tivity Health guest pass. Properly documented guest visits will be counted the same as a Participant visit for purposes of calculating Facility’s compensation.

g. Reference Guide. Facility must comply with the Reference Guide to remain a part of Tivity Health’s network.

h. Access to Program at No Charge. Facility will provide all Participants access to the Program at no charge to the Participants.

i. Tivity Health Network Reciprocity. Facility will ensure that all of Facility’s locations listed in the Agreement allow access to all Participants.

j. Membership Conversion. Upon the Effective Date, Facility will inactivate any existing gym/facility membership relationship a Participant may have with Facility, which inactivation will be for the duration of the Agreement. Facility will not collect any monthly dues, cancellation fees, or other fees during the inactivation period. Upon termination of the

Agreement or the termination of a Participant's membership with a Tivity Health customer, Facility may re-activate that Participant's inactivated Facility membership.

k. Portal. Facility's participating locations will create and maintain user accounts on the web based Tivity Health Fitness Provider Portal. Facility shall utilize the Tivity Health Fitness Provider Portal to verify Participant eligibility and to obtain and access Tivity Health materials, including Sponsoring Organization information, training materials, Program forms, Program reports, and the Reference Guide.

l. Communications. Facility will coordinate all external communications through Tivity Health. Facility will immediately notify Tivity Health of all external inquiries regarding any Tivity Health Program, Tivity Health, or a Tivity Health customer.

m. Return of Materials. Facility will promptly return all Tivity Health Program materials upon termination of the Agreement or at Tivity Health's request.

n. Fraud, Waste and Abuse Training. Applicable Facility personnel will complete fraud, waste and abuse training as required by the Center for Medicare and Medicaid Services and provide confirmation of completion of same on the Portal.

o. Insurance. Facility will maintain commercially reasonable levels of general liability insurance in order to satisfy Facility's obligations to Tivity Health under this Agreement and as is reasonable and appropriate and industry-standard given Facility's business operations.

3. Use of Trademarks, Logos, and Copyrighted Materials. Each party grants the other a limited and non-exclusive right to use the other's trademarked or service-marked name, logo, identity, format, and materials solely for use for the purposes outlined in this Agreement (the "**Marks and Materials**"); provided, any use by Facility must be approved in advance and in writing by Tivity Health. Upon termination of the Agreement Facility will cease all use, advertising, marketing, and referencing of Tivity Health Marks and Materials. Nothing in the Agreement grants either party any right, title or interest in or to the Marks and Materials of the other party. All use by Facility of Tivity Health's Marks and Materials (including goodwill) will be for the sole benefit of Tivity Health.

4. Tivity Health IP. Tivity Health is the sole and exclusive owner of any and all Tivity Health IP, and nothing in the Agreement will alter Tivity Health's ownership rights in the Tivity Health IP whatsoever. Facility may not sell, license or otherwise transfer the Tivity Health IP.

5. Disagreements. If the parties have a disagreement, they will work in good faith to resolve it. Neither party will sue the other in front of a judge or jury; rather, all unresolved disagreements will be resolved exclusively by binding arbitration. Neither party will initiate, support, or otherwise participate in class action lawsuits, class-wide arbitrations, private attorney-general actions or the like against the other party.

6. Research Studies. Facility must seek prior written approval (which Tivity Health may decline in its sole discretion) from Tivity Health before undertaking any research or clinical study of Participants or Programs. Facility will provide study findings and results to Tivity Health prior to any publication or presentation of same. Tivity Health may withhold approvals hereunder in its sole discretion.

7. Compensation. Tivity Health will pay Facility the fees and rates set forth in the Agreement. Facility will be responsible to pay its own taxes on any payment received from Tivity Health.

8. Termination.

a. Early Termination. Notwithstanding any other provision of this Agreement, Tivity Health may terminate this Agreement at any time upon notice to Facility due to 1) closure of Facility, resulting in denial of Program services to Participants, without thirty (30) days' prior written notice to Tivity Health; 2) fraudulent Program utilization reporting by Facility; or 3) Tivity Health's reasonable determination that the health or safety of Participants may be in jeopardy if this Agreement is not terminated.

b. Bankruptcy. If at any time there is filed by or against a party to the Agreement a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver, trustee, or conservator of all or a portion of the party's property, or if a party makes an assignment for the benefit of creditors, and if such action is not dismissed after 90 calendar days, the Agreement may be immediately terminated by the other party.

c. Material Breach. If either party breaches a material term or condition of the Agreement, the non-breaching party may terminate the Agreement on notice to the other party specifying the nature of the breach as long as the breach is not cured within 30 days after such notice.

d. Default. Tivity Health may at its sole discretion and without limiting its other remedies withhold payment of any amounts otherwise due to Facility if Facility commits an act of fraud or commits a material breach of the Agreement.

Confidential

e. Immediate Termination. Tivity Health may immediately terminate the Agreement upon notice to Facility in the event of (i) Facility closure; (ii) fraudulent reporting of Program utilization by Facility; (iii) Tivity Health's determination that a Participant's health or safety may be at risk; or (iv) Facility or any of its owners, employees, agents, or affiliates have been convicted of Medicare fraud or appear on any state or federal government exclusion list, including, without limitation, the System for Award Management or the Office of Inspector General's List of Excluded Individuals and Entities.

f. Termination for Convenience. Tivity Health may terminate the Agreement for convenience with 30 days prior written notice to Facility. In such case, Tivity Health shall have no further obligation or liability to Facility apart from the payment of fees owed.

9. Confidentiality. During the Term and at all times thereafter, Facility may not divulge to anyone or use in any way any Confidential Information.

10. Participant Contact. Facility agrees not to contact Participants during the Term of this Agreement regarding business matters of the Program, including, without limitation, switching health plans, disenrolling, enrolling with other health plans or similar entities, or contracting directly with Facility. Facility will not dissuade Participants from engaging in any Tivity Health Program.

11. Notices. All notices and other communications under this Agreement must be in writing, sent to the applicable contact listed in the Agreement, and will be deemed to have been duly given, made and received when sent by (a) electronic mail or (b) hand delivery, including by a recognized courier service.

12. Waiver of Claims. Unless caused by the gross negligence or intentional wrongdoing of Tivity Health, Tivity Health's customers, or any applicable government agency, Facility hereby waives and releases all claims (known and unknown) against Tivity Health, Tivity Health's customers, and applicable government agencies, and/or any of their respective officers, directors, shareholders, employees, affiliates or representatives (collectively, "Tivity Health Affiliates") sustained by Participants as a result of the Participant's engagement in the

Program or any other activities undertaken in or sponsored by Facility.

13. Cooperation in Defense. Tivity Health and Facility agree that, to the extent permitted by law, they will cooperate with one another in the defense of any claim arising from any acts of their respective officers, shareholders, employees, or agents and will give one another written notice of any claims arising in relation to the Agreement.

14. Miscellaneous.

a. Compliance with Federal and State Rules and Regulations. Facility will comply with all applicable federal and state rules and regulations regarding services provided to Participants.

b. Business License and Regulatory Standards. Facility will hold an active and unrestricted business license as required by law and meet occupational health and safety requirements and regulatory standards in the state and jurisdiction in which Facility operates.

c. Severability. Should any provision of the Agreement be determined by any court of competent jurisdiction to be illegal, invalid or unenforceable in any respect, in whole or in part, the offending provisions will not affect the enforceability of the other provisions.

d. Amendment of Agreement to Comply with Law. Tivity Health may amend this Agreement to comply with applicable law upon 60 days' prior written notice to Facility, and Facility may terminate this Agreement during such period if the amendment would have a demonstrable material adverse effect on Facility.

e. Applicable Law. The Agreement is governed by the laws of the State of Ohio, without giving effect to its conflicts of law's provisions, and each party submits to the exclusive jurisdiction of the courts of the State of Ohio.

f. Sale of Business/Transfer of Assets. Facility will notify Tivity Health in writing at least 90 days before it sells or transfers all or substantially all of its assets or business.

g. Survival. Sections 12 through 14 will survive termination of the Agreement, regardless of the reason for termination.

Confidential

**EXHIBIT A-1**

**FACILITY INFORMATION**

*The information in the box below is intended for marketing purposes. Please confirm that it is accurate.*

Facility Name:	_____
Physical Address:	_____ _____
Phone Number:	_____
Web Site Address:	_____
<b><i>*To enable marketing of amenities and services are marketed, please designate your basic amenities below and all amenities upon initial log in to the Fitness Provider Portal.</i></b>	
Amenity/Program	<input checked="" type="checkbox"/>
Cardiovascular Equipment	Offered as part of basic membership at no additional cost to Members
Group Exercise/Aerobics Area	
Hot Tub/Whirlpool	
Resistance Training Equipment	
Steam and/or Sauna	
Swimming Pool – Seasonal (not available throughout the year)	
Swimming Pool – Year-Round	

Fax: ( ) \_\_\_\_\_  Direct Fax  Need to call first

General Email: \_\_\_\_\_

***Who will be our primary location contact (Tivity Health Program Advisor)? This individual will be responsible for scheduling training, coordinating with our Provider Services Liaison, and will need access to Program Participant records.***

Contact Person: \_\_\_\_\_

Contact Title: \_\_\_\_\_

Contact Phone: ( ) \_\_\_\_\_

Contact Fax: ( ) \_\_\_\_\_

Contact Email: \_\_\_\_\_

***Mailing Address (if not the same as Physical Address):***

Mailing Address:	_____ _____
------------------	----------------



*Shipping Address (if not the same as Physical Address):*

Shipping Address: _____
_____

**Staffed Hours of Operation**

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Open							
Closed							

*Are Members able to access Facility during unstaffed hours?*    No    Yes

*What non-English languages does staff speak fluently? Please list:*

---

*Please select one location type:*

- Men and women
- Women only
- Men only

**EXHIBIT A-2**

**CONTRACT ADMINISTRATOR**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Phone: (        ) \_\_\_\_\_  
Fax: (        ) \_\_\_\_\_  
Email: \_\_\_\_\_

The Contract Administrator shall receive legal correspondence regarding the Agreement, shall have access to payment information for all Facilities in Exhibit A-1 to this Agreement, and shall be responsible for setting up Tivity Health Fitness Provider Portal accounts for Facility staff.

*Who should Tivity Health contact to coordinate the technical aspects of monthly utilization data reporting? This individual will need to have specific information about your location's reporting capabilities and be responsible for obtaining management approval for establishing a reporting method.*

Name: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

---

**PROGRAM DESCRIPTIONS****SilverSneakers® Fitness Program – Basic Participant Access Program Description:**

In exchange for the compensation to be paid by Tivity Health, Facility shall offer the Program to Participants of the Sponsoring Organization as a fully subsidized program for Medicare, Group Retirees and Older Adults that includes a basic fitness membership, which may include other Tivity Health services, for Participants provided through a network of facilities; also included in the Program are all facets presented in the Terms and Conditions section of the Partner Location Agreement. Program brands include SilverSneakers® Fitness program, Tivity Health ACCESS, and other brand names for the Mature Market Fully Subsidized Program communicated to Facility by Tivity Health from time to time.

CONFIDENTIAL

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2021 – 120

By: Mayor Perciak and All Members of Council

**A RESOLUTION ACCEPTING A MONETARY DONATION FROM THE KIWANIS CLUB OF STRONGSVILLE TO BE USED TOWARDS MAINTENANCE AND IMPROVEMENTS TO THE CITY OF STRONGSVILLE CASTLETOWN PLAYGROUND.**

WHEREAS, the City of Strongsville provides various City parks and playgrounds that offer facilities for the enjoyment and benefit of residents and guests; and

WHEREAS, in 1991, residents and other volunteers, including children, contributed their time, talent and materials in order to create the Castletown playground near the Cuyahoga County Library in Strongsville; and

WHEREAS, further, in 2011, Akzo Nobel Paints generously donated employee time and materials in order to maintain the various wooden playground structures located at the park; and

WHEREAS, since that time, due to natural weather conditions, the Castletown playground is again in need of maintenance and improvements; and

WHEREAS, therefore, the Kiwanis Club of Strongsville has offered to donate approximately \$4,403.19 worth of power washing services from PowerGreen and Sherwin-Williams paint stain; and

WHEREAS, the City is desirous of accepting such generous donations.

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

**Section 1.** That this Council hereby graciously accepts the above donation from the Kiwanis Club of Strongsville, and expresses its appreciation for such monetary donation in order to maintain and improve the Castletown playground.

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

**Section 3.** That this Resolution shall take effect and be in force from and after the earliest period allowed by law.

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

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

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

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

CITY OF STRONGSVILLE, OHIO  
RESOLUTION NO. 2021 - 120  
Page 2

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

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

**RES**  
ORD. No. 2021-120 Amended: \_\_\_\_\_  
1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2021 – 121

By: Mayor Perciak and All Members of Council

**AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO ENTER INTO AN AMENDMENT TO THE AGREEMENT WITH A RECYCLING COMPANY FOR CURBSIDE COLLECTION OF SOFT RECYCLABLES IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.**

WHEREAS, on February 5, 2018, through adoption of Ordinance No. 2018-010, the City Council approved and authorized the Mayor to enter into an Agreement with Great Lakes Recycling, Inc. dba Simple Recycling ("Great Lakes") for the curbside collection and recycling of soft recyclables, and such Agreement was executed by both parties; and

WHEREAS, due to the severe impact that the coronavirus disease known as COVID-19 has had on the ability of Great Lakes to perform its services, the parties hereto have agreed to amend certain sections of the Agreement previously entered into; and

WHEREAS, therefore, the City is desirous of proceeding to enter into an amendment to the Agreement with Great Lakes.

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

**Section 1.** That this Council hereby approves and authorizes the Mayor entering into an Amendment to the Agreement with **GREAT LAKES RECYCLING, INC. dba SIMPLE RECYCLING**, a copy of which is attached hereto as Exhibit A, for the benefit of the City's residents and the environment.

**Section 2.** That the City encourages residents to continue participating in the curbside collection of soft recyclables.

**Section 3.** That any funds remitted to the City as a result of the aforesaid Amendment to Agreement shall be paid into the General Fund.

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

**Section 5.** That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary for the execution of said Amendment to the Agreement in order to proceed with the program for curbside collection of soft recyclables, 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.

CITY OF STRONGSVILLE, OHIO  
ORDINANCE NO. 2021 – 121  
Page 2

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

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

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

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

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

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

ORD. No. 2021-121 Amended: \_\_\_\_\_  
1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

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

**AMENDMENT TO AGREEMENT  
BETWEEN  
CITY OF STRONGSVILLE, OHIO  
AND  
GREAT LAKES RECYCLING, INC., dba SIMPLE RECYCLING**

**THIS AMENDMENT TO AGREEMENT** made at Strongsville, Ohio, this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the **CITY OF STRONGSVILLE, Ohio**, hereinafter referred to as "Strongsville" and **GREAT LAKES RECYCLING, INC., dba SIMPLE RECYCLING**, hereinafter referred to as "Contractor."

**WITNESSETH:**

WHEREAS, through adoption of Ordinance No. 2018-010, the City Council approved and authorized the Mayor to enter into a contract with Simple Recycling for the curbside collection and recycling of soft recyclables, which was executed by the parties; and

WHEREAS, on February 5, 2018, Strongsville entered into a contract with Contractor to perform services related to the curbside collection and recycling of soft recyclables; and

WHEREAS, due to the severe impact that the Coronavirus disease known as COVID-19 has had on the ability of Contractor to perform its services, the parties hereto have agreed to amend certain sections of the Agreement previously entered into; and

WHEREAS, to this end, on \_\_\_\_\_, 2021, City Council accordingly approved Ordinance No. 2021-\_\_\_\_\_, authorizing an Amendment to the Agreement.

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

1. Section 4 of the Agreement be and is hereby amended to read as follows:

"Residents shall be offered free scheduled pickup service on [www.simplerecycling.com](http://www.simplerecycling.com) or by phone with Simple Recycling. Residents shall be instructed to place Soft Recyclables into Containers and place Containers outside front door for collection and labeled for Simple Recycling. Overflow material shall be placed adjacent to the Container(s) in plastic bags or other easily handled container. Soft Recyclables shall not be set out in tied bundles. Contractor must collect all Soft Recyclables that are set out in this matter."

2. Section 6 of the Agreement be and is hereby amended to read as follows:

"Collections shall be made from Service Recipients on a schedule set by the Contractor."



3. Section 8 of the Agreement be and is hereby amended to read as follows:

"Containers shall be provided by the resident. Acceptable containers include plastic, paper bags and boxes."

4. Section 9 of the Agreement be and is hereby amended to read as follows:

"Contractor shall pay to STRONGSVILLE a contract fee of Five Cents (\$0.05) per pickup of Soft Recyclables scheduled and collected via Simplerecycling.com in STRONGSVILLE'S portion of the residential Service Area. Payments and estimated collection reports shall be made to STRONGSVILLE not more than thirty (30) days following the close of each calendar quarter during the term of this Agreement. The number of collections shall be documented upon completion of each collection day. Under no circumstance, will STRONGSVILLE, its residents or Service Recipients incur any fees, charges or assessments to the Contractor for Contractor's delivery of services under this Agreement."

5. Section 10 of the Agreement be and is hereby amended to read as follows:

"STRONGSVILLE agrees to notify residents of program through existing communication channels a minimum of six (6) times in each calendar year at no cost to Contractor. STRONGSVILLE agrees to work with Contractor to update its municipal website with new program information. Examples of communication channels include: social media, e-mail, newsletters and publications."

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

7. This Amendment to Agreement shall be binding upon Strongsville and Contractor and their respective successors and assigns.

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

Signed in the presence of:

**GREAT LAKES RECYCLING, INC. dba  
SIMPLE RECYCLING**

Catherine Katrenich

By: Sonny Wilkins  
Its: Vice President

**CITY OF STRONGSVILLE**

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

**CERTIFICATE OF DIRECTOR OF FINANCE**

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

Date: \_\_\_\_\_  
Joseph K. Dubovec, Director of Finance

**CERTIFICATE OF LAW DIRECTOR**

I have hereby reviewed approved the form of the foregoing Amendment to Agreement this  
\_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2021 – 122

By: Mayor Perciak and All Members of Council

AN ORDINANCE AMENDING SECTIONS 1420.02, 1420.04 and 1420.05 OF CHAPTER 1420 OF TITLE FOUR OF PART FOURTEEN, BUILDING AND HOUSING CODE, OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE TO CLARIFY AND UPDATE BUILDING VALUATION DATA AND MODIFY FEE TABLES; AND DECLARING AN EMERGENCY.

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

**Section 1.** That existing Sections 1420.02, 1420.04 and 1420.05 of Chapter 1420 of Title Four of Part Fourteen, Building and Housing Code, of the Codified Ordinances of the City of Strongsville be and are hereby amended to read in their entirety as follows:

**CHAPTER 1420  
Fees**

\* \* \*

**1420.02 BUILDING AND ENGINEERING PLAN EXAMINATION, PERMIT AND INSPECTION FEES.**

The following fees shall be paid by the applicant for the occupancies and items listed below at the time an application is made and/or at the time such fees are determined, but in any event no later than at the time of issuance of the permit:

<b>Table 1420.02.1 - RESIDENTIAL</b>			
<b>RESIDENTIAL 1, 2 &amp; 3 FAMILY DWELLING PERMIT FEES <sub>a, b, c, d, e, f</sub></b>			
	<b>New 1, 2 &amp; 3 Family <sub>a</sub></b>	<b>ADDITIONS <sub>a</sub></b>	<b>ALTERATIONS <sub>a</sub></b>
Building Permit	<del>GA x SFCT = PF<sub>a</sub></del> <b>GA x SFCT x 0.011=PF</b>	<del>GA x SFCT x (50%) = PF<sub>a</sub></del> <b>GA x SFCT x 0.011=PF</b>	<del>GA x SFCT x (50%) = PF<sub>a</sub></del> <b>Value Range Table</b>
Electrical Permit	12% x PF	12% x PF	<del>\$ 100.00</del> <b>Included</b>
HVAC Permit	12% x PF	12% x PF	<del>\$ 100.00</del> <b>Included</b>
Plumbing Permit	12% x PF	12% x PF	<del>\$ 100.00</del> <b>Included</b>
1 % State Tax	Plus 1 % of all the fees above <sub>b</sub>	Plus 1 % of all the fees above <sub>b</sub>	Plus 1 % of all the fees above <sub>b</sub>
Building Plan Review Fee	12% x PF, \$50.00 minimum	12% x PF, \$50.00 minimum	12% x PF, \$50.00 minimum
Engineering TOPO Review Fees	12% x PF	12% x PF	N/A
Engineering Inspection Fees	12% x PF	12% x PF	N/A
Grading Compliance Deposit	\$800.00	N/A	N/A
Sewer Cap Fee	Sewer Cap Range	N/A	N/A

**CITY OF STRONGSVILLE, OHIO**  
**ORDINANCE NO. 2021 – 122**  
**Page 2**

	Table f		
Tree Planting Fee	Tree Planting Range Table d	N/A	N/A
Recreation Cap Improvement Fee	\$ 800.00 e	N/A	N/A
Right Of Way Deposit	\$400.00	N/A	N/A
Excessive Loads Fee	\$100.00	N/A	N/A
Compliance Deposit	\$500.00	\$500.00 selectable based on scope	\$500.00 selectable based on scope
Certificate Of Occupancy/ <b>Completion</b>	<del>\$50.00</del> <b>100.00</b>	<del>\$50.00</del> <b>100.00</b>	<del>\$50.00</del> <b>100.00</b>
	Total permit fees	Total permit fees	Total permit fees

RESIDENTIAL MISCELLANEOUS FEES b, c, d, f		
Electrical Permit	<del>\$50.00</del> <b>100.00</b> Flat Fee plus 1% State Tax b	
HVAC Permit	\$100.00 Flat Fee plus 1% State Tax b	
Plumbing Permit	<del>\$50.00</del> <b>100.00</b> Flat Fee plus 1% State Tax b	
Deck	Value Range Table c (x 50%) = PF b	Includes building and topographical review
Shed	Value Range Table c (x 50%) = PF, \$50.00 minimum	Includes building and topographical review
Pool/Spa Above Ground	\$100.00 Flat Fee b	Includes building, electrical and gas if applicable
In-ground Pool	<del>\$100.00</del> <b>200.00</b> Flat Fee b	Includes building, electrical, topographical review and gas if applicable
Siding	\$50.00 Flat Fee	
Miscellaneous	Value Range Table c (x 50%) = PF	
Driveway/Apron	\$50.00 Flat Fee b	Includes building, engineering and topographical review
Sidewalk	\$50.00 Flat Fee b	Includes building, engineering and topographical review
Reroof	\$50.00 Flat Fee b	
Sewer	\$50.00 Flat Fee b	
Dye Test Inspection	\$50.00 Flat Fee b	
Waterproofing	\$100.00 Flat Fee b	
Water Control	\$50.00 Flat Fee b	
Fence	Value Range Table c (x 50%) = PF	
Hot Water Tank	\$50.00 Flat Fee b	
Residential Demolition Building	\$50.00 Flat Fee b	
Residential Demolition Engineering	\$50.00 Flat Fee	

**CITY OF STRONGSVILLE, OHIO**  
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**Page 3**

- a. Building Valuation Data or "BVD" published by the International Code Council utilizes the "average construction costs per square foot table" and is one of the factors used for determining permit cost in the City of Strongsville. The average construction cost per square foot table presents factors that reflect relative value of one construction classification/occupancy group to another so that more expensive construction is assessed greater permit fees than less expensive construction
- b. A 1% ~~tax-fee~~ is added to the building, electrical, mechanical and plumbing permits that are governed by the Residential Code Of Ohio, pursuant to H. B. 175 and sections 103.2.4.2 and 103.2.4.1 of Rule 4101:8-1-03 of the Ohio Administrative Code adopted by the Board of Building Standards.
- c. Refer to the Building Value Range Table 1420.02.3 for appropriate permit fees.
- d. Refer to the Tree Planting Fund Range Table 1420.02.5 for appropriate permit fees.
- e. Recreation capital improvement fee as determined by Strongsville C.O. 1224.06 and Planning Commission Approval
- f. Sewer Capitalization Rate Range Table 1420.02.6

<b>Table 1420.02.2 - COMMERCIAL</b>			
Commercial Structure And Use Permit Fees a, b, f			
	NEW a	ADDITIONS a	ALTERATIONS c
Building Permit	<del>GA x SFCT = PF</del> GA x SFCT x 0.010 = PF	<del>GA x SFCT = PF</del> GA x SFCT x 0.010 = PF	Value Range Table
Electrical Permit	12% x PF	12% x PF	<del>Value Range Table</del> 12% x PF
HVAC Permit	12% x PF	12% x PF	<del>Value Range Table</del> 12% x PF
Plumbing Permit	12% x PF	12% x PF	<del>Value Range Table</del> 12% x PF
3 % State <del>Tax</del> Fee	Plus 3 % of all the fees above b	Plus 3 % of all the fees above b	Plus 3 % of all the fees above b
Building Plan Review Fee	12% x PF, \$250.00 minimum	12% x PF, \$250.00 minimum	12% x PF, \$250.00 minimum
Engineering TOPO Review Fees	12% x PF, \$250.00 minimum	12% x PF \$250.00 minimum	N/A
Engineering Inspection Fees	12% x PF	12% x PF	N/A
Grading Compliance Deposit	\$800.00	\$800.00	N/A
Sewer Cap Fee	Sewer Cap Range Table f	Sewer Cap Range Table f	N/A
Tree Planting Fee	Tree Planting Range Table d	Tree Planting Range Table d	N/A
Tree Deposit Fee	\$500.00	\$500.00	N/A
Right Of Way Deposit	\$1000.00	N/A	N/A
Excessive Loads Fee	\$100.00	\$100.00	N/A
Compliance Deposit	\$2000.00	\$2,000.00	\$2,000.00
Certificate Of Occupancy/ Completion	\$100.00	\$100.00	\$100.00
	Total permit fees	Total permit fees	Total permit fees

**CITY OF STRONGSVILLE, OHIO**  
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**Page 4**

Commercial Miscellaneous Permit Fees b, c, e, f, g		
Electrical Permit	Value Range Table c plus 3% State <del>Tax</del> <b>Fee b</b>	
HVAC Permit	Value Range Table c plus 3% State <del>Tax</del> <b>Fee b</b>	
Plumbing Permit	Value Range Table c plus 3% State <del>Tax</del> <b>Fee b</b>	
Demolition Building	\$100.00 Flat Fee – Building Fee, \$100.00 Review Fee	\$200.00 Flat Fee – Engineering
Demolition Interior	\$200.00 Flat Fee – Building Fee, \$100.00 Review Fee	
Fire Suppression	Value Range Table c b <del>12% of Suppression Fee minimum</del> <del>\$150.00 Review Fee</del> <b>Review Fee – 12% of</b> <b>Permit Fee, \$150.00 minimum</b>	
Fire Alarm/Hood	Value Range Table c b <del>12% of Suppression Fee minimum</del> <del>\$100.00 Review Fee</del> <b>Review Fee – 12% of</b> <b>Permit fee, \$150.00 minimum</b>	
Sign Permit	\$50.00 Flat Fee b	Electrical \$50.00 Flat Fee plus 3% State <del>Tax</del> <b>Fee b</b>
Deck	Value Range Table c	Includes building and topographical review
In-ground Pool	<del>\$150.00</del> <b>\$250.00</b> Flat Fee	Includes building, electrical, topographical review and gas if applicable
Miscellaneous	Value Range Table c	
Driveway/Apron	Value Range Table c	Includes building, engineering and topographical review
Sidewalk	Value Range Table c	Includes building, engineering and topographical review
Reroof	Re-Roof Range Table g	
Sewer	\$50.00 Flat Fee	
Waterproofing	\$100.00 Flat Fee	
Water Control	\$50.00 Flat Fee	
Fence	Value Range Table c (x 50%) = PF	

- a. Building Valuation Data or "BVD" published by the International Code Council utilizes the "average construction costs per square foot table" and is one of the factors used for determining permit cost in the City of Strongsville. The average construction cost per square foot table presents factors that reflect relative value of one construction classification/occupancy group to another so that more expensive construction is assessed greater permit fees than less expensive construction
- b. A 3% ~~tax~~**fee** is added to the building, electrical, mechanical and plumbing permits that are governed by the ~~Residential Code Of Ohio~~**Ohio Building Code**, pursuant to H. B. 175 and sections 103.2.4.2 and 103.2.4.1 of Rule 4101:8-1-03of the Ohio Administrative Code adopted by the Board of Building Standards.
- c. Refer to the Building Value Range Table 1420.02.3 for appropriate permit fees.

**CITY OF STRONGSVILLE, OHIO**  
**ORDINANCE NO. 2021 – 122**  
**Page 5**

- d. Refer to the Tree Planting Fund Range Table 1420.02.5 for appropriate permit fees.
- e. Recreation capital improvement fee as determined by Strongsville C.O. 1224.06 and Planning Commission Approval
- f. Sewer Capitalization Rate Range Table 1420.02.6
- g. Refer to Commercial Re-roof Range Table 1420.02..4 for appropriate fees.

Building Permit Value Range Table 1420.02.3					
Valuation Range					
From	-	To	Base Fee	Plus This Additional Rate	Permit Fee
\$ 00.00	-	\$ 500.00	\$ 50.00	+ \$ 0	= \$ 50.00
\$ 500.01	-	\$ 2,000.00	\$ 50.00	+ \$ 3.00 per \$ 100.00	= Permit Fee
\$ 2,000.01	-	\$ 25,000.00	\$ 95.00	+ \$ 15.00 per \$ 1000.00	= Permit Fee
\$ 25,001.00	-	\$ 50,000.00	\$ 440.00	+ \$ 10.00 per \$ 1000.00	= Permit Fee
\$ 50,000.00	-	\$ 100,000.00	\$ 690.00	+ \$ 7.00 per \$ 1000.00	= Permit Fee
\$ 100,001.00	-	\$ 500,000.00	\$ 1040.00	+ \$ 6.00 per \$ 1000.00	= Permit Fee
\$ 500,001.00	-	\$ 1,000,000.00	\$ 3440.00	+ \$ 5.00 per \$ <del>100.00</del> 1000.00	= Permit Fee
\$ 1,000,001.00	-	\$ 1,000,000,000.00	\$ 5940.00	+ \$ 4.00 per \$ 1000.00	= Permit Fee

Commercial Re-Roof Range Table 1420.02.4					
Square Feet Of Roof Coverage					
From	-	To	Base Fee	Plus This Additional Rate	Permit Fee
0 – Sq. Ft.	-	5000 – Sq. Ft.	\$ 50.00	+ \$ 0	= \$ 50.00
<del>5000.01</del>	-	10,000,000 Sq. Ft	\$ 100.00	+ \$ 50.00 per 5000.00 Sq. Ft.	= Permit Fee
<del>5001</del> Sq. Ft.					

Tree Planting Fund Range Table 1420.02.5					
Ground Surface Area Displaced By A New Building Or Structure					
From	-	To	Base Fee	Plus This Additional Rate	Permit Fee
0 – Sq. Ft.	-	400 Sq. Ft	\$ 0	+ \$ 0	= \$ 0
400.01 Sq. Ft.	-	2000 Sq. Ft.	<del>\$250</del> 275.00	+ \$ 0	= <del>\$250</del> 275.00
2000.01 Sq. Ft.	-	4000 Sq. Ft.	<del>\$600</del> 550.00	+ \$ 0	= <del>\$600</del> 550.00
4000.01 Sq. Ft.	-	10,000,000 Sq. Ft.	<del>\$600</del> 550.00	+ \$ <del>250</del> 275.00 per 2000 Sq. Ft. in excess of 4000 Sq. Ft. or portion thereof	= Permit Fee

Sewer Capitalization Rate Range Table 1420.02.6	
Size Of Water Line (in inches).	Sewer Tap Fee
0 - 1.0	\$ 2,013.00
1.5	\$ 10,066.00
2.0	\$16,106.00
3.0	\$ 32,212.00
4.0	\$ 50,330.00
6.0	\$ 100,661.00

8.0	\$ 161,058.00
10.0	\$ 231,520.00

~~(Ord. 2018-013. Passed 2-5-18.)~~

\* \* \*

**1420.04 PROCEDURAL COMPLIANCE BOND REQUIRED.**

(a) Bond Requirement. In addition to the fees set forth in this Chapter, every owner or building permit applicant, whether an individual, corporation or partnership, erecting, ~~or having erected~~ **altering or adding to** a building in this Municipality, at the time of permit issuance, shall post a procedural compliance bond or cash deposit as hereinafter set out to guarantee the satisfactory performance of all of the permit holder's obligations required by the Codified Ordinances of the City and this Building Code in the construction and erection of the building and the site which is the subject of a building permit. Homeowners accepting responsibility for required permits, obtaining the permits and acting as the contractor for work performed on the single family dwelling in which they reside are exempt from the procedural compliance bond requirements.

(b) Bond Amount.

- (1) For each SDC occupancy at the rate of: \$ ~~500,000~~ **1,000.00**
- (2) For each OBC Use Group Occupancy at the rate of: \$2,000.00

(c) Bond Form. The bond required by this section shall be posted with the City in cash at the time of the issuance of the permit.

(d) Forfeiture. All or a portion of the bond shall be forfeited if one or more of the following conditions occur:

- (1) Such building or structure is not completed within one year from the date of the issuance of the permit; or
- (2) Such building or structure is occupied without authorization prior to the issuance of a certificate of use and occupancy; or
- (3) All required inspections under this Building Code have not been requested or permitted; or
- (4) Any other obligation of the permit holder established by law is not met.

(e) Return. The bond shall be returned to the permit holder upon satisfactory performance of all requirements of this Building Code applicable to the project.

(f) Time Extensions. If the execution and completion of the building or structure or any of its site amenities within the time frame set forth in subsection (d) hereof is unavoidable and found to be justified by the Building Commissioner, the partial or full forfeiture of the bond may be waived and the original bond may stand until full execution and completion of the project within a reasonable time as determined by the Building Commissioner.

~~(Ord. 2016-113. Passed 5-16-16.)~~



**1420.05 USE AND OCCUPANCY PERMIT REQUIRED.**

(a) Required. A certificate of use and occupancy shall be applied for by the owner, permit holder or proposed occupant and issued by the Building Commissioner prior to any use or occupancy of any structure or building erected, altered, expanded or for which a building permit is required. **A Home Professional Office or Home Occupation shall require this Certificate prior to the commencement of operations as defined in Section 1252.03(b) and 1252.03(c) of this Code.**

(b) Use and Occupancy Permit Fee.

- (1) For each SDC occupancy, at the rate of: \$ ~~50.00~~**100.00**
- (2) For each OBC Use Group Occupancy, at the rate of: \$ 100.00

~~(Ord. 2013-162. Passed 7-15-13.)~~

\* \* \*

**Section 2.** That in case of conflict between any provision of this Ordinance and any other ordinance or resolution, or part thereof, the provisions of this Ordinance shall prevail and apply, unless a conflicting provision is deemed to be more restrictive.

**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 public health, safety and welfare of the City, and for the further reason that it is immediately necessary in order to provide continuity of operations of the City's Building Department and to clarify and update Building Department valuation data and fees, and conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

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

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

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

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

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

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

ORD. No. 2021-122 Amended: \_\_\_\_\_  
 1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

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

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2021 – 123

By: Mayor Perciak and All Members of Council

A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS FOR THE NEEDLEPOINT BIPOLAR IONIZATION PROJECT FOR CITY-OWNED BUILDINGS, AND DECLARING AN EMERGENCY.

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

Section 1. That the Mayor be and is hereby authorized to advertise for bids for the installation of a needlepoint bipolar ionization system to the existing HVAC units throughout several City-owned facilities, in accordance with specifications on file in the office of the Building Commissioner, which are in all respects hereby approved.

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

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

Section 4. That this Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to authorize advertising for public bidding on this project in order to properly maintain various City properties, protect the safety of City employees, guests and invitees to City-owned facilities, and to conserve public funds. Therefore, provided this Resolution receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

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

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

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

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

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

Attest: \_\_\_\_\_  
 RES. Clerk of Council  
 ORD. No. 2021-123 Amended: \_\_\_\_\_  
 1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_