

City of Strongsville

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www.strongsville.org

August 31, 2017

MEETING NOTICE

City Council

Michael J. Daymut
Ward 1

Matthew A. Schonhut
Ward 2

James E. Carbone
Ward 3

Gordon C. Short
Ward 4

Joseph C. DeMio
At-Large

Kenneth M. Dooner
At-Large

Duke Southworth
At-Large

Aimee Pientka, MMC
Clerk of Council

Tiffany Mekeel, CMC
Assistant Clerk of Council

City Council has scheduled the following meetings for **Tuesday, September 5, 2017**, to be held in the Caucus Room and the Council Chamber at the **Mike Kalinich Sr. City Council Chamber, 18688 Royalton Road**:

Caucus will begin at 7:15 p.m. All committees listed will meet immediately following the previous committee:

7:15 P.M.

Finance Committee will meet to discuss Ordinance Nos. 2017-136, 2017-137 and Resolution Nos. 2017-114 and 2017-138.

Planning, Zoning and Engineering Committee will meet to discuss Ordinance Nos. 2017-111, 2017-123, 2017-139, 2017-140, 2017-141, 2017-142, 2017-143, 2017-144, 2017-145 and Resolution No. 2017-146.

Public Service and Conservation Committee will meet to discuss Ordinance Nos. 2017-147, 2017-148 and Resolution No. 2017-149.

Communications and Technology Committee

A motion will be made to approve the Communications and Technology Committee meeting minutes of Monday, July 17, 2017.

Recreation and Community Services Committee will meet to discuss Ordinance No. 2017-150.

Public Safety and Health Committee will meet to discuss Ordinance Nos. 2017-151, 2017-152, 2017-153, 2017-154 and Resolution No. 2015-155.

Economic Development will meet to discuss Ordinance No. 2017-156.

Committee of the Whole will meet to discuss Ordinance No. 2017-157, 2017-158, 2017-159, 2017-160, 2017-161 and Resolution No. 2017-162. The committee will then consider a motion to adjourn into **Executive Session** with the Law Director and other members of the Administration for the purpose of discussing legal matters.

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 5, 2017 AT 8:00 P.M.
Mike Kalinich Sr. City Council Chamber
18688 Royalton Road, Strongsville, Ohio

AGENDA

1. CALL TO ORDER:
2. PLEDGE OF ALLEGIANCE:
3. CERTIFICATION OF POSTING:
4. ROLL CALL:
5. COMMENTS ON MINUTES:
 - *Council Meeting – July 17, 2017*
6. APPOINTMENTS, CONFIRMATIONS, AWARDS AND RECOGNITION:
 - *Mayor's re-appointment and confirmation of Brian J. David to a four (4) year term on the City's Planning Commission, effective retroactive to September 1, 2017, and expiring on August 31, 2021. Oath of Office to follow.*
7. REPORTS OF COUNCIL COMMITTEE:
 - SCHOOL BOARD – Mr. Dooner:
 - SOUTHWEST GENERAL HEALTH SYSTEM – Mr. Carbone:
 - BUILDING AND UTILITIES – Mr. Schonhut:
 - COMMUNICATIONS AND TECHNOLOGY – Mr. Schonhut:
 - ECONOMIC DEVELOPMENT – Mr. Daymut:
 - FINANCE – Mr. Short:
 - PLANNING, ZONING AND ENGINEERING – Mr. Daymut:
 - PUBLIC SAFETY AND HEALTH – Mr. DeMio:
 - PUBLIC SERVICE AND CONSERVATION – Mr. Carbone:
 - *A motion to ratify, note and approve the burial of Fadil Kalaja in Section F, Lot # 119, Grave G based on the owners' designation of wishes for interments in the Strongsville Municipal Cemetery.*
 - RECREATION AND COMMUNITY SERVICES – Mr. Southworth:
 - COMMITTEE-OF-THE-WHOLE – Mr. Dooner:

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

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

9. AUDIENCE PARTICIPATION:

10. ORDINANCES AND RESOLUTIONS:

- Ordinance No. 2017-111 by Mr. Daymut. AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN PROPERTY LOCATED AT 17800 ROYALTON ROAD (A PORTION OF PPN 396-12-002) IN THE CITY OF STRONGSVILLE, FROM OB (OFFICE BUILDING) CLASSIFICATION TO GB (GENERAL BUSINESS) CLASSIFICATION AND R-RS (RESTAURANT-RECREATIONAL SERVICES) CLASSIFICATION, AND DECLARING AN EMERGENCY. *First reading and referred to Planning Commission 07-03-17. Tabled by Planning Commission 07-13-17. Second reading, amended and referred to Planning Commission as amended 07-17-17. Favorable recommendation by Planning Commission August 24, 2017.*
- Resolution No. 2017-114 by Mr. Short. 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. *First reading 07-03-17. Second reading 07-17-17.*
- Ordinance No. 2017-123 by Mr. Daymut. AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE LOCATED AT 14356 PEARL ROAD (PPN 393-19-033) IN THE CITY OF STRONGSVILLE FROM GB (GENERAL BUSINESS) CLASSIFICATION TO R-RS (RESTAURANT-RECREATIONAL SERVICES) CLASSIFICATION, AND DECLARING AN EMERGENCY. *First reading and referred to Planning Commission 07-17-17. Favorable recommendation by Planning Commission 07-27-17.*
- Ordinance No. 2017-136 by Mayor Perciak and All Members of Council. AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF NOTES IN THE MAXIMUM PRINCIPAL AMOUNT OF \$2,100,000, IN ANTICIPATION OF THE ISSUANCE OF BONDS, FOR THE PURPOSE OF ACQUIRING VEHICLES AND RELATED ATTACHMENTS FOR THE CITY SERVICE DEPARTMENT, AND DECLARING AN EMERGENCY.

- Ordinance No. 2017-137 by Mayor Perciak. AN ORDINANCE MAKING APPROPRIATIONS FOR THE ANNUAL EXPENSES AND OTHER EXPENDITURES OF THE CITY OF STRONGSVILLE, OHIO FOR THE YEAR 2017 AND REPEALING ORDINANCE NO. 2017-113.
- Resolution No. 2017-138 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. 2017-139 by Mayor Perciak and All Members of Council. AN ORDINANCE ENACTING A NEW CHAPTER 840 "MEDICAL MARIJUANA" OF TITLE TWO OF PART EIGHT-BUSINESS REGULATION AND TAXATION CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE; AMENDING CHAPTER 1242 OF TITLE SIX OF PART TWELVE-PLANNING AND ZONING CODE, TO ESTABLISH A NEW SECTION 1242.14 CONCERNING THE REGULATION OF MEDICAL MARIJUANA IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Ordinance No. 2017-140 by Mayor Perciak and Mr. Daymut. AN ORDINANCE AMENDING SECTION 1258.03 OF TITLE SIX OF PART TWELVE-PLANNING AND ZONING CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE IN ORDER TO ESTABLISH REGULATIONS FOR THE STORAGE, DISPLAY AND SALE OF VEHICLES IN A GENERAL BUSINESS DISTRICT, AND DECLARING AN EMERGENCY.
- Ordinance No. 2017-141 by Mayor Perciak and Mr. Daymut. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A MODIFICATION TO THE PROFESSIONAL SERVICES PROPOSAL AGREEMENT BETWEEN THE CITY OF STRONGSVILLE AND R.E. WARNER & ASSOCIATES, INC., IN CONNECTION WITH THE SR 237 (PROSPECT ROAD) AND ALBION ROAD INTERSECTION IMPROVEMENTS PROJECT, AND DECLARING AN EMERGENCY.
- Ordinance No. 2017-142 by Mayor Perciak and Mr. Daymut. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN ADDITIONAL GRANT OF EASEMENT FOR SANITARY SEWER SYSTEM PURPOSES WITH TRUE NORTH ENERGY, LLC, AND DECLARING AN EMERGENCY.
- Ordinance No. 2017-143 by Mr. Daymut. AN ORDINANCE WAIVING APPLICATION OF CERTAIN RETAINAGE PAYMENT REQUIREMENTS UNDER STRONGSVILLE CODIFIED ORDINANCES SECTION 210.02 AND PROVISIONS OF THE CONTRACT BETWEEN THE CITY OF STRONGSVILLE AND MARK HAYNES CONSTRUCTION, INC., IN CONNECTION WITH THE 2016 COURTLAND CULVERT REPLACEMENT PROJECT; AUTHORIZING THE MAYOR, CITY ENGINEER AND DIRECTOR OF FINANCE TO RELEASE 50% OF THE CURRENT RETAINAGE, AND DECLARING AN EMERGENCY.
- Ordinance No. 2017-144 by Mr. Daymut. AN ORDINANCE ACCEPTING CERTAIN LANDS WITHIN FIELDSTONE PRESERVE SUBDIVISION PHASE 3-THE ENCLAVE AT FIELDSTONE PRESERVE FOR DEDICATION TO PUBLIC USE; ACCEPTING CERTAIN PUBLIC UTILITIES CONSTRUCTED THEREIN AND AUTHORIZING AND DIRECTING THE ACTS REQUIRED IN FURTHERANCE THEREOF, AND DECLARING AN EMERGENCY.

- Ordinance No. 2017-145 by Mayor Perciak and Mr. Daymut. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A MODIFICATION TO THE PROFESSIONAL DESIGN ENGINEERING SERVICES CONTRACT BETWEEN THE CITY OF STRONGSVILLE AND TMS ENGINEERS, INC., IN CONNECTION WITH THE CITY-WIDE TRAFFIC SIGNAL SYSTEM UPGRADE PROJECT (PID NO. 67602), AND DECLARING AN EMERGENCY.
- Resolution No. 2017-146 by Mayor Perciak and Mr. Daymut. A RESOLUTION CONFIRMING PLANNING COMMISSION APPROVAL OF THE SITE PLAN FOR TWO PARKING LOT ADDITIONS TO THE ALTENHEIM REHAB AND MEMORY CARE FACILITY ON SHURMER ROAD, IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Ordinance No. 2017-147 by Mr. Carbone. AN ORDINANCE AUTHORIZING THE SALE AT PUBLIC AUCTION OF CERTAIN OBSOLETE AND SURPLUS VEHICLES AND EQUIPMENT NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE, AND DECLARING AN EMERGENCY.
- Ordinance No. 2017-148 by Mr. Carbone. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE PURCHASE OF FOUR (4) GMC SIERRA 2500 PICK-UP TRUCKS, ALL WITH NECESSARY SUPPLEMENTAL APPURTENANCES FOR USE BY THE DEPARTMENT OF PUBLIC SERVICE, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.
- Resolution No. 2017-149 by Mr. Carbone. A RESOLUTION GRANTING PERMISSION TO REPURCHASE CERTAIN CERTIFICATES FOR BURIAL RIGHTS IN THE STRONGSVILLE MUNICIPAL CEMETERY.
- Ordinance No. 2017-150 by Mayor Perciak and Mr. Southworth. AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT AN AWARD OF FUNDING FROM THE NORTHEAST OHIO AREAWIDE COORDINATING AGENCY (NOACA) THROUGH THE ENHANCED MOBILITY FOR SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAM, FOR THE PURCHASE OF A VEHICLE TO PROVIDE TRANSPORTATION SERVICES FOR THE CITY'S SENIOR WHEELS PROGRAM; AND DECLARING AN EMERGENCY.
- Ordinance No. 2017-151 by Mayor Perciak and Mr. DeMio. AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF AN AWARD OF FUNDING FROM THE U.S. DEPARTMENT OF JUSTICE OFFICE OF JUSTICE PROGRAMS UNDER THE BULLETPROOF VEST PARTNERSHIP GRANT ACT OF 1998, FOR FISCAL YEAR 2015, AND DECLARING AN EMERGENCY.
- Ordinance No. 2017-152 by Mayor Perciak and Mr. DeMio. AN ORDINANCE RATIFYING, APPROVING AND AUTHORIZING AN APPLICATION FOR FINANCIAL ASSISTANCE WITH THE U.S. DEPARTMENT OF JUSTICE OFFICE OF JUSTICE PROGRAMS UNDER THE BULLETPROOF VEST PARTNERSHIP GRANT ACT OF 1998, FOR FISCAL YEAR 2017, AND DECLARING AN EMERGENCY.

- Ordinance No. 2017-153 by Mayor Perciak and Mr. DeMio. AN ORDINANCE APPROVING AND AUTHORIZING AN AGREEMENT WITH CUYAHOGA COUNTY AND THE CUYAHOGA COUNTY JUVENILE COURT IN CONNECTION WITH A COMMUNITY DIVERSION PROGRAM TO ADDRESS JUVENILE MISDEMEANOR AND STATUS OFFENDERS IN THE CITY OF STRONGSVILLE FOR THE YEARS 2018 AND 2019, AND DECLARING AN EMERGENCY.
- Ordinance No. 2017-154 by Mayor Perciak and Mr. DeMio. AN ORDINANCE APPROVING THE ACCEPTANCE OF FINANCIAL ASSISTANCE UNDER THE DRUG ABUSE RESISTANCE EDUCATION (“DARE”) LAW ENFORCEMENT GRANTS PROGRAM, AND DECLARING AN EMERGENCY.
- Resolution No. 2017-155 by Mayor Perciak and All Members of Council. A RESOLUTION ACCEPTING A DONATION OF \$1,000.00 FROM SWAGELOK COMPANY TO THE CITY OF STRONGSVILLE TO BE USED FOR FIRE PREVENTION EDUCATION AND TRAINING FOR THE FIRE DEPARTMENT.
- Ordinance No. 2017-156 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING A JOB/PAYROLL CREATION INCENTIVE GRANT FOR NATIONAL AUTOMOTIVE EXPERTS, LLC, AND DECLARING AN EMERGENCY.
- Ordinance No. 2017-157 by Mayor Perciak and All Members of Council. AN ORDINANCE AMENDING ORDINANCE NO. 2007-215, WHICH DECLARED IMPROVEMENTS TO CERTAIN PARCELS OF REAL PROPERTY TO BE A PUBLIC PURPOSE, DESCRIBED THE PUBLIC IMPROVEMENTS TO BE MADE TO DIRECTLY BENEFIT SUCH PARCELS, REQUIRED THE OWNERS OF THE IMPROVEMENTS ON SUCH PARCELS TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES, ESTABLISHED A PEARL ROAD MUNICIPAL PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND FOR THE DEPOSIT OF SUCH SERVICE PAYMENTS PURSUANT TO OHIO REVISED CODE SECTIONS 5709.40, 5709.42 AND 5709.43, AND DECLARING AN EMERGENCY.
- Ordinance No. 2017-158 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A NEW LEASE AGREEMENT WITH THE STRONGSVILLE CHAMBER OF COMMERCE FOR PREMISES LOCATED AT 18829 ROYALTON ROAD, STRONGSVILLE, OHIO, WITHOUT COMPETITIVE BIDS, AND DECLARING AN EMERGENCY.
- Ordinance No. 2017-159 by Mayor Perciak and All Members of Council. AN ORDINANCE RATIFYING, APPROVING AND AUTHORIZING THE FILING OF AN APPLICATION FOR FINANCIAL ASSISTANCE FROM THE OHIO ATTORNEY GENERAL’S OFFICE IN CONNECTION WITH THEIR LAW ENFORCEMENT DIVERSION PROGRAMS RELATING TO THE OPIOID EPIDEMIC, AND DECLARING AN EMERGENCY.
- Ordinance No. 2017-160 by Mayor Perciak and All Members of Council. AN ORDINANCE APPROVING AND ADOPTING MID-YEAR REPLACEMENT PAGES TO THE CODIFIED ORDINANCES OF THE CITY, REPEALING ORDINANCES AND RESOLUTIONS IN CONFLICT THEREWITH, AND DECLARING AN EMERGENCY.

- Ordinance No. 2017-161 by Mayor Perciak. AN ORDINANCE AMENDING ORDINANCE NO. 2010-038 IN ORDER TO INCREASE THE HOURLY RATES FOR SPECIAL LEGAL COUNSEL IN CONNECTION WITH ONGOING COLLECTIVE BARGAINING AND LABOR RELATIONS MATTERS, AND DECLARING AN EMERGENCY.
- Resolution No. 2017-162 by Mayor Perciak and All Members of Council. A RESOLUTION URGING THE FEDERAL AVIATION ADMINISTRATION TO HAVE A COMMUNITY MEETING WITH THE CITY OF STRONGSVILLE IN REFERENCE TO THE FLIGHT PATHS AT CLEVELAND HOPKINS INTERNATIONAL AIRPORT, AND DECLARING AN EMERGENCY.

11. COMMUNICATIONS, PETITIONS AND CLAIMS:

- Application for Permit: STCK-D5-D6: To: Copper Dollar 2 Inc.; DBA: Bennetts Bar & Grill 19616 W. 130th Street, Strongsville, Ohio 44136 (Responses must be postmarked no later than 09/21/2017).
- Application for Permit: NEW-C2: To: Pure Nail & Spa LLC; 14387 Pearl Road, Strongsville, Ohio 44136 (Responses must be postmarked no later than 09/24/2017).

12. MISCELLANEOUS BUSINESS:

13. ADJOURNMENT:

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 111

By: Mr. Daymut

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN PROPERTY LOCATED AT 17800 ROYALTON ROAD (A PORTION OF PPN 396-12-002) IN THE CITY OF STRONGSVILLE, FROM OB (OFFICE BUILDING) CLASSIFICATION TO GB (GENERAL BUSINESS) CLASSIFICATION AND R-RS (RESTAURANT-RECREATIONAL SERVICES) CLASSIFICATION, AND DECLARING AN EMERGENCY, AS AMENDED.

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

Section 1. That the Zoning Map of the City of Strongsville, adopted by Section 1250.03 of Title Six, Part Twelve of the Codified Ordinances of Strongsville, be amended to change the zoning classification of certain property located at 17800 Royalton Road (a portion of PPN 396-12-002), from OB (Office Building) classification to GB (General Business) classification and R-RS (Restaurant-Recreational Services) classification, which property is more fully described and depicted in Exhibits "A", and "B" and "C", attached hereto and incorporated herein as if fully rewritten.

Section 2. That the Clerk of Council is hereby authorized to cause the necessary change 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

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2017 - 111
Page 2

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.

First Reading: July 3, 2017
Second Reading: July 17, 2017
Third Reading: _____
Public Hearing: _____

Referred to Planning Commission
July 5, 2017; Tabled by PC July 13, 2017;
Referred back to PC as amended July 17, 2017
Favorable recommendation by PC
Approved: _____ August 24, 2017

President of Council
Date Passed: _____

Approved: _____
Mayor
Date Approved: _____

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

Attest: _____
Clerk of Council

ORD. No. 2017-111 Amended: 07-17-17
1st Rdg. 07/03/17 Ref: PC/PZE
2nd Rdg. 07/17/17 Ref: PC/PZE
3rd Rdg. _____ Ref: _____

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



**LEGAL DESCRIPTION FOR THE RE-ZONING OF THE SOUTHWESTERLY
PORTION OF PERMANENT PARCEL NUMBER 396-12-002
FROM OB-OFFICE BUILDING TO GB-GENERAL BUSINESS**

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio, and known as being a single consolidated parcel of land as shown on the Lot Consolidation, recorded in Volume 298 of Maps, Page 86 of Cuyahoga County Records, being part of Original Strongsville Township Lot Number 46, bounded and described as follows:

Beginning at a point in the original centerline of Royalton Road, State Route 82, (60 feet wide, now 80 feet wide) at the southwesterly corner of land conveyed to Ledgehill Office Building LTD by deed recorded in Volume 15645, page 341 of Cuyahoga County Records, said point being South 88°47'04" West, 457.43 feet from a 1" iron pin monument found at the southeasterly corner of Original Strongsville Lot Number 46;

Thence along the original centerline of Royalton Road, South 88°47'04" West, passing through a 1" iron pin monument at 121.00 feet, a total distance of 405.96 feet to an angle point in the original centerline of Royalton Road;

Thence continuing along the original centerline of Royalton Road, North 74°14'09" West, 389.57 feet to the southeasterly corner of land conveyed to Howard Hirt and Maude C. Hirt by deed dated November 1, 1943 and recorded in Volume 5639, page 370 of Cuyahoga County Records, said point being South 74°14'09" East, 1507.84 feet from a 1" iron pin monument found at the intersection of the centerline of Royalton Road and the easterly line of Strongsville Public Square;

Thence along the easterly line of land so conveyed to Howard Hirt and Maude C. Hirt, North 02°09'10" East, 41.16 feet to a point witnessed by 1/2 inch iron pin found 0.18' west and 0.03 feet north therefrom and the principal place of beginning of the parcel described herein:

Course 1) Thence continuing along the easterly line and the extension thereof of land so conveyed to Howard Hirt and Maude C. Hirt North 02°09'10" East, 420.50 feet to a point;

Course 2) Thence South 88 degrees 36 minutes 20 seconds East, a distance of 256.02 feet to a point;

Course 3) Thence North 76 degrees 26 minutes 43 seconds East, a distance of 183.60 feet to a point;

Course 4) Thence South 18 degrees 06 minutes 43 seconds East, a distance of 305.94 feet to a point;

EXHIBIT A


Course 5) Thence along a curve to the right with an arc length of 54.43 feet, with a radius of 229.61 feet, with a chord bearing of South 05 degrees 45 minutes 21 seconds East, and a chord length of 54.30 feet to a point;

Course 6) Thence South 01 degrees 02 minutes 05 seconds West, a distance of 56.14 feet to a point;

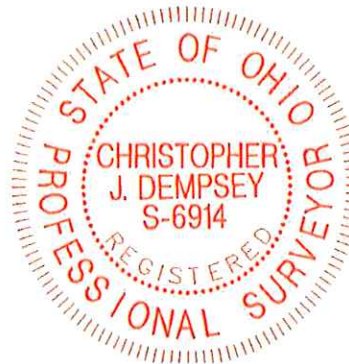
Course 7) Thence South 00 degrees 39 minutes 27 seconds West, a distance of 156.12 feet to a point on the northerly line of Royalton Road;

Course 8) Thence along the northerly line of Royalton Road, along a curve to the right with an arc length of 444.42 feet, with a radius of 1869.18 feet, with a chord bearing of North 81 degrees 02 minutes 53 seconds West, and a chord length of 443.38 feet to a point;

Course 9) Thence continuing along the northerly line of Royalton Road, North 74 degrees 14 minutes 02 seconds West, a distance of 114.30 feet to the principal place of beginning containing 5.7972 acres (252,528 square feet) of land as described by Christopher J. Dempsey, Professional Surveyor No. 6914, Dempsey Surveying Company on July 10, 2017.



Christopher J. Dempsey, PS
Professional Surveyor No. 6914





**LEGAL DESCRIPTION FOR THE RE-ZONING OF THE SOUTHEASTERLY
PORTION OF PERMANENT PARCEL NUMBER 396-12-002
FROM OB-OFFICE BUILDING TO R-RS RESTAURANT AND RECREATIONAL
SERVICES**

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio, and known as being a single consolidated parcel of land as shown on the Lot Consolidation, recorded in Volume 298 of Maps, Page 86 of Cuyahoga County Records, being part of Original Strongsville Township Lot Number 46, bounded and described as follows:

Beginning at a point in the original centerline of Royalton Road, State Route 82, (60 feet wide, now 80 feet wide) at the southwesterly corner of land conveyed to Ledgehill Office Building LTD by deed recorded in Volume 15645, page 341 of Cuyahoga County Records, said point being South 88°47'04" West, 457.43 feet from a 1" iron pin monument found at the southeasterly corner of Original Strongsville Lot Number 46;

Thence North 00 degrees 52 minutes 27 seconds East, 40.03 feet to a point on the northerly line of Royalton Road, said point being the southwesterly corner of land conveyed to Alessio Properties, LLC by deed recorded in AFN #201108250220 of Cuyahoga County Records and the principal place of beginning of the parcel described herein:

Course 1) Thence along the northerly line of Royalton Road, South 88 degrees 47 minutes 06 seconds West, a distance of 122.47 feet to a point of curvature;

Course 2) Thence continuing along the northerly line of Royalton Road, along a curve to the right with an arc length of 109.46 feet, with a radius of 1869.18 feet, with a chord bearing of North 89 degrees 32 minutes 14 seconds West, and a chord length of 109.45 feet to a point;

Course 3) Thence North 00 degrees 39 minutes 27 seconds East, a distance of 156.12 feet to a point;

Course 4) Thence North 01 degrees 02 minutes 05 seconds East, a distance of 56.14 feet to a point of curvature;


Course 5) Thence along a curve to the left with an arc length of 54.43 feet, with a radius of 229.61 feet, with a chord bearing of North 05 degrees 45 minutes 21 seconds West, and a chord length of 54.30 feet to a point;

Course 6) Thence North 18 degrees 06 minutes 43 seconds West, a distance of 305.94 feet to a point;

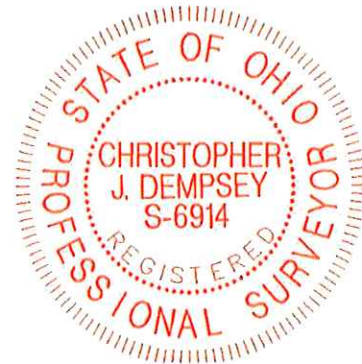


Course 7) Thence North 76 degrees 26 minutes 43 seconds East, a distance of 349.08 feet to a point on the point on the westerly line of land conveyed to Iyami Condominium Association, Inc. by deed recorded in AFN #201611160425 of Cuyahoga County Records;

Course 8) Thence along the said westerly line of Iyami Condominium Association, Inc. lands and the westerly line of lands conveyed to HS Acquisition LLC by deed recorded in AFN #201610170579 of Cuyahoga County Records and Alessio Properties, LLC by deed recorded in AFN #201108250220 of Cuyahoga County Records, South 00 degrees 52 minutes 27 seconds West, a distance of 637.23 feet to the principal place of beginning containing 3.6657 acres (159,677 square feet) of land as described by Christopher J. Dempsey, Professional Surveyor No. 6914, Dempsey Surveying Company on July 10, 2017.



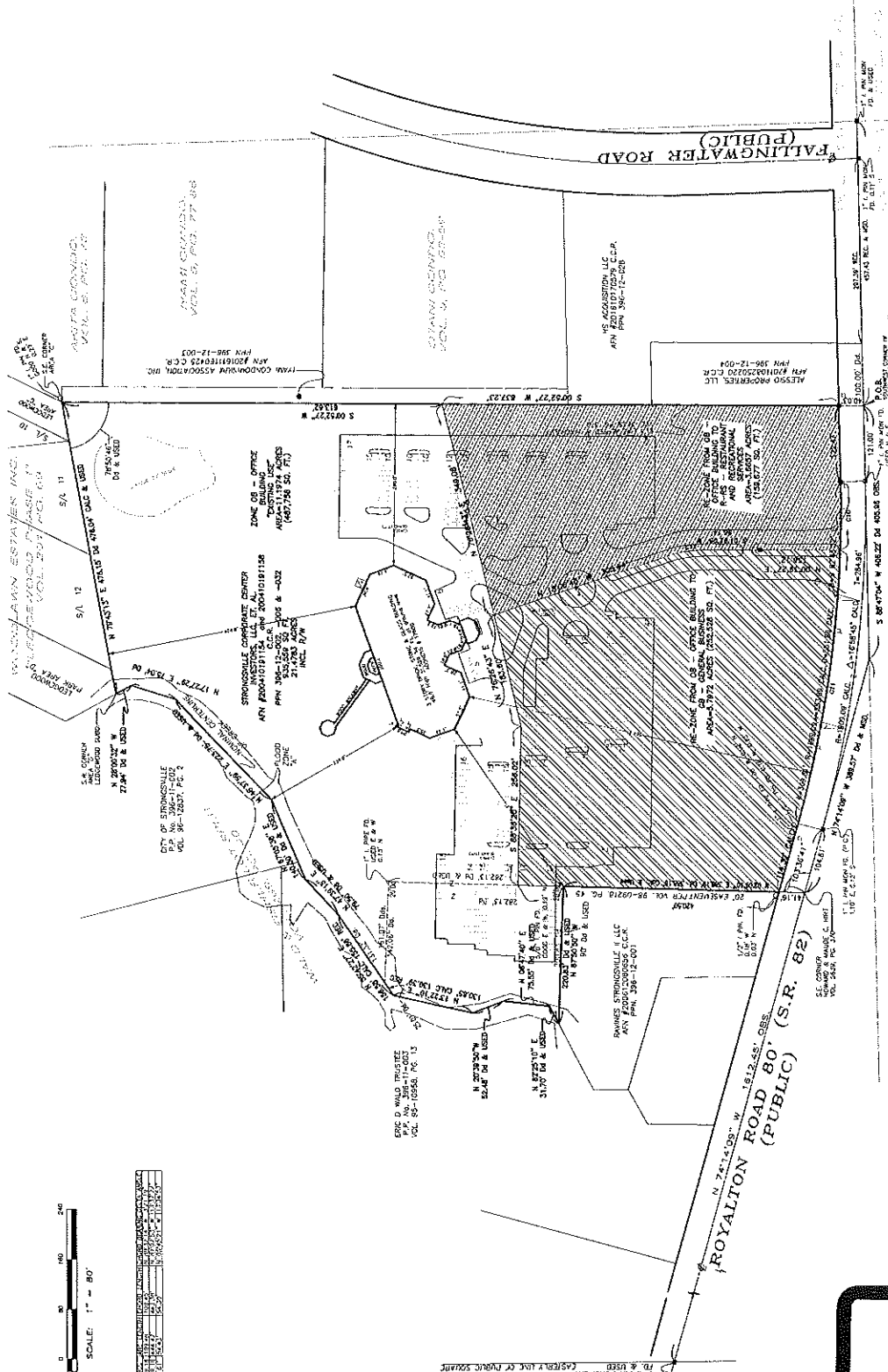
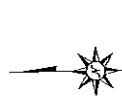
Christopher J. Dempsey, PS
Professional Surveyor No. 6914



MAP TO ACCOMPANY LEGAL DESCRIPTION FOR
RE-ZONING OF THE SOUTHERLY PORTION OF PPN
396-12-002

AREA TO BE RE-ZONED, OB
3.1972 ACRES (102,226 SQ. FT.)

AREA TO BE RE-ZONED, R-PS
3,6557 ACRES (158,677 SQ. FT.)



AMENDED **PETITION FOR ZONING CHANGE**

Ordinance Number: 2017-111

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 OB use to a class GB and R-RS use.

Such change is necessary for the preservation and enjoyment of a substantial property right because: _____

the entire property is only financially feasible with a retail and restaurant component

Such change will not be materially detrimental to the public welfare nor to the property of other persons located in the vicinity because: _____

the current use is commercial and owners are not changing the commercial use; the owner will take steps to minimize impact on the vicinity; and others have GB and R-RS in the area.

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

1. Property Survey
2. Legal Description
3. Renderings

THE PROPOSED USE OF THE PROPERTY IS: Retail and stand-alone restaurant(s)

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

Name: Somera Road - 17800 Royalton, LLC - Ian Ross

Address: c/o Somera Road Inc., 115 East 34th Street, #1569, New York, New York 10156

Telephone Number: 646-766-8181

Signature of Owner(s) [Handwritten Signature]

State of ~~Ohio~~ New York
County of ~~Cuyahoga~~ New York

Sworn to and subscribed in my presence this 10 day of July, 2017.



Notary Public [Handwritten Signature]
My commission expires: 04/07/2019

* 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.

AMENDED **PROPERTY DESCRIPTION FORM**

Ordinance Number: 2017-111

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: 17800 Royalton Road

Permanent Parcel No.: 396-12-002

The property is bounded by the following streets: (indicate direction; i.e., north, south, etc.) Royalton Road

Number and type of buildings which now occupy property (if any): One (1) Office Building

Acreage: Total Acreage of Property is 21.478 acres (5.792 to be rezoned GB L, 3.6657 to be rezoned R-RS)

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

Said deed restrictions (will) (have) expire(d) on: _____

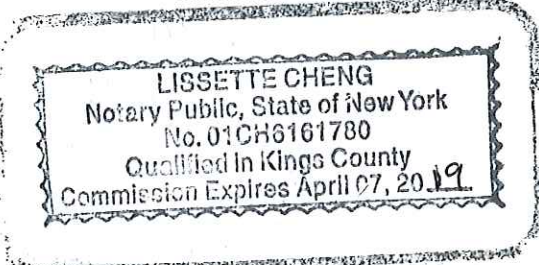
Said property is presently under lease or otherwise encumbered as follows: Mortgage from SV Royalton Funding LLC to Somera Road - 17800 Royalton, LLC

Owner(s)	Percent of Ownership:
1. <u>Somera Road - 17800 Royalton, LLC</u>	<u>100</u> %
2. _____	_____ %
3. _____	_____ %

[Signature]
Signature of Owner(s)

New York
State of ~~Ohio~~
New York
County of ~~Cuyahoga~~

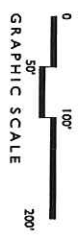
Sworn to and subscribed to in my presence this 10 day of July, 2017.



[Signature]
Notary Public

My commission expires 04/07/2019

* 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.



THE DEVELOPMENT STRONGSVILLE | STRONGSVILLE, OHIO | SITE PLAN CONCEPT

07.10.2017 RDLA-16247

SUMMARY 20acres

GIA SUMMARY

OFFICE -120,000SF

RETAIL

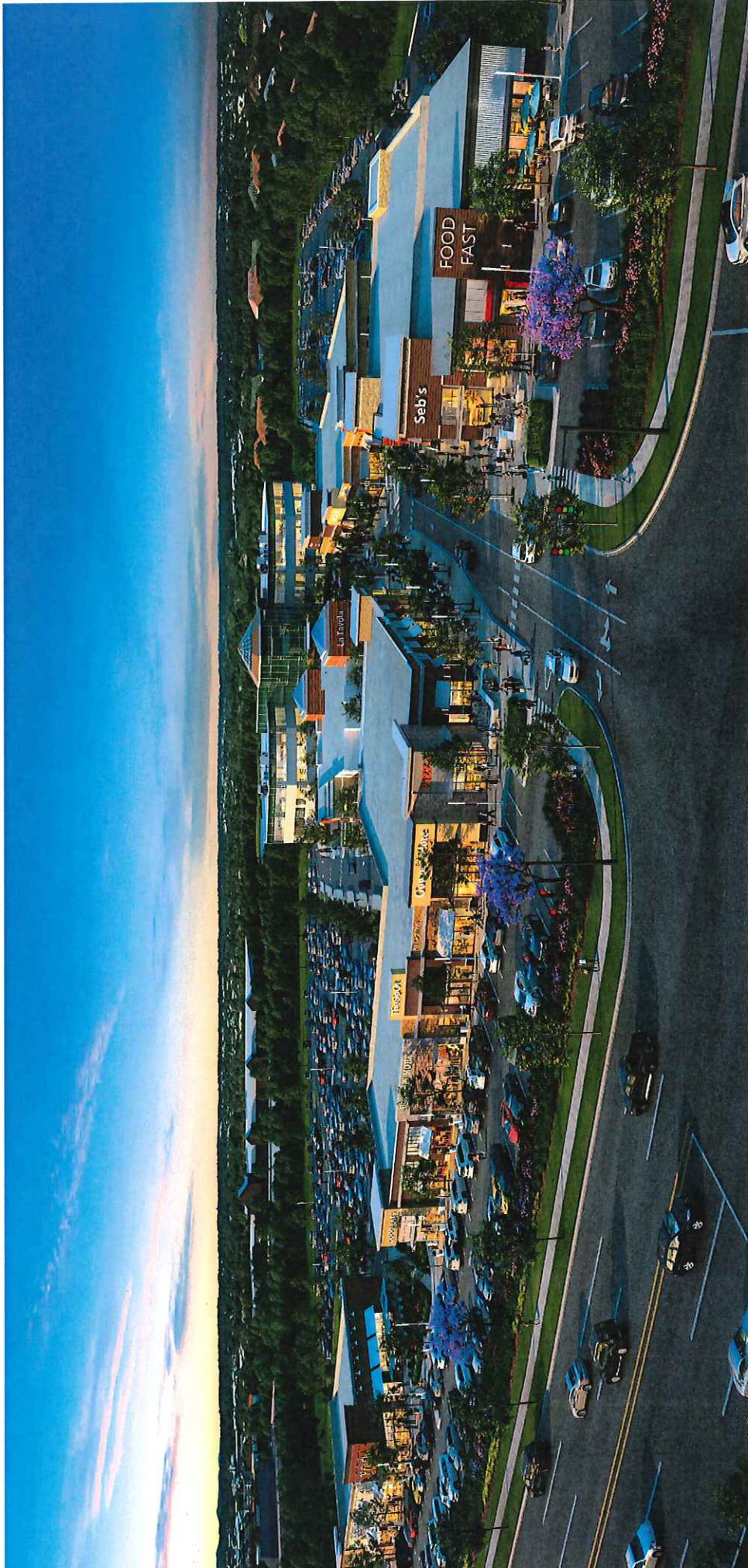
RETAIL A	4,500SF
RETAIL B	4,500SF
RETAIL C	3,800SF
RETAIL D	3,600SF
RETAIL E	3,600SF
RETAIL F	3,600SF
RETAIL G	3,600SF
RETAIL H	30,600SF
RETAIL I	5,000SF
RETAIL J	5,000SF
RETAIL K	8,000SF
TOTAL	75,800SF





THE DEVELOPMENT STRONGSVILLE | STRONGSVILLE, OHIO | SITE PLAN CONCEPT

07.10.2017 RDLA 16247



05-04-2017 - RDLA 16247

STRONGSVILLE MIXED USE | STRONGSVILLE, OHIO | AERIAL CONCEPT



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 Oprea, Planning Commission Secretary

From: Lori Daley, Assistant City Engineer

Date: July 11, 2017

Re: Rezoning Application
Somera Road – 17800 Royalton Road, LLC; Owner
Part of PPN 396-12-002
17800 Royalton Road
From OB to GB and R-RS

Neal,

The legal descriptions included in the Clerk of Council's July 11, 2017 memo regarding the above referenced amended application accurately depict the portions of the parcel to be rezoned.

Please feel free to contact me with any questions.

Thank you.

CITY OF STRONGSVILLE
OFFICE OF THE COUNCIL

MEMORANDUM

TO: Ken Mikula, City Engineer

FROM: Aimee Pientka, Clerk of Council

DATE: June 21, 2017

SUBJECT: Rezoning Application
Somera Road Inc.; Owner
PPN: 396-12-002
Address: 17800 Royalton Road
From Office Building (OB) to General Business (GB)

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

Thank you.

AKP
Attachments

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

From: Lori Daley, Assistant City Engineer

Date: June 22, 2017

Re: Rezoning Application
Somera Road Inc., Owner
Part of PPN 396-12-002
17800 Royalton Road
From OB to GB

Neal,

The legal description included in the Clerk of Council's June 21, 2017 memo regarding the above referenced application accurately depicts the area to be rezoned.

Please feel free to contact me with any questions.

Thank you.

CITY OF STRONGSVILLE
OFFICE OF THE COUNCIL

MEMORANDUM

TO: Planning Commission

FROM: Tiffany Mekeel, Assistant Clerk of Council

DATE: July 5, 2017

SUBJECT: Referral from Council: Ordinance No. 2017-111

At its regular meeting of July 3, 2017, City Council referred the following Ordinance to the Planning Commission for its report and recommendation thereon:

- Ordinance No. 2017-111 by Mr. Daymut. AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN PROPERTY LOCATED AT 17800 ROYALTON ROAD (A PORTION OF PPN 396-12-002) IN THE CITY OF STRONGSVILLE, FROM OB (OFFICE BUILDING) CLASSIFICATION TO GB (GENERAL BUSINESS) CLASSIFICATION, AND DECLARING AN EMERGENCY.

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

TAM
Attachment

CITY OF STRONGSVILLE
OFFICE OF THE COUNCIL

MEMORANDUM

TO: Ken Mikula, City Engineer

FROM: Tiffany Mekeel, Assistant Clerk of Council

DATE: July 11, 2017

SUBJECT: Rezoning Application
Somera Road – 17800 Royalton, LLC; Owner
PPN: 396-12-002
Address: 17800 Royalton Road
From Office Building (OB) to **Restaurant Service (RS) General Business (GB) & Restaurant and Recreation Services (R-RS)**

I have received an amended Petition for Zoning Change for the property referenced above. The petition has been amended to change the zoning classification from Office Building (OB) to **General Business (GB) and Restaurant and Recreation Services (R-RS)**, and not GB as previous submitted. The additional attachments also reference this change.

Please check the legal description on the attached amended 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 Opera, Planning Commission Secretary

MEMORANDUM

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

FROM: Carol Oprea, Administrative Assistant, Boards & Commissions

SUBJECT: Referrals to Council

DATE: July 14, 2017

Please be advised that at its meeting of July 13, 2017, the Strongsville Planning Commission Tabled the following;

ORDINANCE NO. 2017-111:

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 property located at 17800 Royalton Road (A portion of PPN 396-12-002) in the City of Strongsville, from OB (Office Building) Classification to GB (General Business) Classification.

MEMORANDUM

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

FROM: Carol Oprea, Administrative Assistant, Boards & Commissions

SUBJECT: Referrals to Council

DATE: July 28, 2017

Please be advised that at its meeting of July 27, 2017, the Strongsville Planning Commission gave Favorable Recommendation to the following;

ALTENHEIM REHAB & MEMORY CARE/ Brandon Rouhier, Agent

Site Plan approval of two parking lot additions for property located at 18627 Shurmer Road, PPN 397-01-092 zoned SR-1 and Public Facility.

ORDINANCE NO. 2017-123:

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 property located at 14356 Pearl Road (PPN 393-19-033) in the City of Strongsville from GB (General Business) Classification to R-RS (Restaurant-Recreational Services) Classification and Declaring an Emergency.

Also at that meeting the Strongsville Planning Commission Tabled the following;

ORDINANCE NO. 2017-111:

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 property located at 17800 Royalton Road (A portion of PPN 396-12-002) in the City of Strongsville, from OB (Office Building) Classification to GB (General Business) Classification.

ORDINANCE NO. 2017-122:

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 property located 14092 Pearl Road, in the City of Strongsville from GB (General Business) Classification to MS (Motorist Service) Classification (PPN 393-18-014), and Declaring an Emergency.

CITY OF STRONGSVILLE
OFFICE OF THE COUNCIL

MEMORANDUM

TO: Planning Commission
FROM: Aimee Pientka, Clerk of Council
DATE: July 18, 2017
SUBJECT: Referral from Council: Ordinance No. 2017-111 **AS AMENDED**

At its regular meeting of July 17, 2017, City Council amended and referred the following Ordinance to the Planning Commission for its report and recommendation thereon:

- Ordinance No. 2017-111 by Mr. Daymut. AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN PROPERTY LOCATED AT 17800 ROYALTON ROAD (A PORTION OF PPN 396-12-002) IN THE CITY OF STRONGSVILLE, FROM OB (OFFICE BUILDING) CLASSIFICATION TO GB (GENERAL BUSINESS) CLASSIFICATION **AND R-RS (RESTAURANT-RECREATIONAL SERVICES) CLASSIFICATION**, AND DECLARING AN EMERGENCY, **AS AMENDED**

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

AKP
Attachment

MEMORANDUM

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

FROM: Carol Oprea, Administrative Assistant, Boards & Commissions

SUBJECT: Referrals to Council

DATE: August 25, 2017

Please be advised that at its meeting of August 24, 2017, the Strongsville Planning Commission gave Favorable Recommendation to the following;

ORDINANCE NO. 2017-111 AS AMENDED:

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 property located at 17800 Royalton Road (A portion of PPN 396-12-002) in the City of Strongsville, from OB (Office Building) Classification to GB (General Business) Classification and R-RS (Restaurant-Recreational Services) Classification and Declaring an Emergency, As Amended.

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2017 – 114

By: Mr. Short

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, AS AMENDED.

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: _____

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

Attest: _____
Clerk of Council

Res. ORD. No. 2017-114. Amended: _____
 1st Rdg. 07/03/17 Ref: Finance
 2nd Rdg. 07/17/17 Ref: Finance
 3rd Rdg. _____ Ref: _____

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

PPN	NAME	ADDRESS	TOTAL	PENALTY @ 10%	Total
391-11-058	St Paul African Methodist Episcopal Church	22021 Jonathan Drive	\$ 150.00	\$ 15.00	\$ 165.00
391-15-112	Neva K Vannoy	21658 Littlebrook Way	\$ 150.00	\$ 15.00	\$ 165.00
391-29-003	17023 Limited Partnership	19162 Albion Road	\$ 3,667.26	\$ 297.30	\$ 3,964.56
391-29-004	Daniel & Laurie Bocan	10665 King Coe Lane	\$ 450.00	\$ 45.00	\$ 495.00
		Total Book 391 4 detail records	\$ 4,417.26	\$ 372.30	\$ 4,789.56
392-35-099	Citifinancial Servicing LLC	19611 Westwood Drive	\$ 3,600.00	\$ 360.00	\$ 3,960.00
		Total Book 392 1 detail records	\$ 3,600.00	\$ 360.00	\$ 3,960.00
393-15-008	Michael Miller, Trustee	00000 Royalton Road	\$ 700.00	\$ 70.00	\$ 770.00
393-17-066	Joseph G Demay	19597 Winding Trail	\$ 1,300.00	\$ 130.00	\$ 1,430.00
		Total Book 393 2 detail records	\$ 2,000.00	\$ 200.00	\$ 2,200.00
394-23-022	Samuel & Janet Zelenak	19917 Drake Road	\$ 150.00	\$ 15.00	\$ 165.00
		Total Book 394 1 detail records	\$ 150.00	\$ 15.00	\$ 165.00
395-27-006	Basma Hamid	00000 Albion Road	\$ 479.46	\$ 32.28	\$ 511.74
395-28-075	Diane Kurz	15377 Highland Park	\$ 750.00	\$ 75.00	\$ 825.00
		Total Book 395 2 detail records	\$ 1,229.46	\$ 107.28	\$ 1,336.74
396-21-003	Shan & Ray Chan	14698 Stillbrook Drive	\$ 150.00	\$ 15.00	\$ 165.00
396-24-012	IN Manus Dei LLC	16533 Royalton Road	\$ 173.00	\$ 17.30	\$ 190.30
		Total Book 396 2 detail records	\$ 323.00	\$ 32.30	\$ 355.30

PPN	NAME	ADDRESS	TOTAL	PENALTY @ 10%	Total
397-01-047	David Kushing	18392 Shurmer Road	\$ 300.00	\$ 30.00	\$ 330.00
397-02-025	Cathy L Lehner	18266 Raccoon Trail	\$ 600.00	\$ 60.00	\$ 660.00
397-02-035	Joan Hardy	18100 Raccoon Trail	\$ 300.00	\$ 30.00	\$ 330.00
397-10-074	Mary Ann Zawislan	16889 Rabbit Run Dr	\$ 150.00	\$ 15.00	\$ 165.00
397-12-074	Dale Kadel	17008 Bear Creek Lane	\$ 2,500.00	\$ 250.00	\$ 2,750.00
397-19-005	Ann Domonkos	4118 Magnolia Drive	\$ 600.00	\$ 60.00	\$ 660.00
397-28-055	Milton & Sandra Randall	19390 Ridgeline Ct	\$ 4,050.00	\$ 405.00	\$ 4,455.00
397-31-021	Steven & Mary-Helen Wiesen	18947 Bears Paw Lane	\$ 2,400.00	\$ 240.00	\$ 2,640.00
		<i>Total Book 397 8 detail records</i>	<i>\$ 10,900.00</i>	<i>\$ 1,090.00</i>	<i>\$ 11,990.00</i>
398-24-030	US Bank National Assoc	00000 Blazey Trl	\$ 800.00	\$ 80.00	\$ 880.00
		<i>Total Book 398 1 detail records</i>	<i>\$ 800.00</i>	<i>\$ 80.00</i>	<i>\$ 880.00</i>
399-26-010	Dennis Marella	18630 Hunt Road	\$ 1,200.00	\$ 120.00	\$ 1,320.00
		<i>Total Book 399 1 detail records</i>	<i>\$ 1,200.00</i>	<i>\$ 120.00</i>	<i>\$ 1,320.00</i>

<i>Total All Books 22 detail records</i>	<i>\$ 24,619.72</i>	<i>\$ 2,376.88</i>	<i>\$ 26,996.60</i>
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CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2017 - 114

By: Mr. Short

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.

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: _____

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

Attest: _____
Clerk of Council

RES. _____
ORD. No. 2017-114 Amended: _____
1st Rdg. 07/03/17 Ref: Finance
2nd Rdg. 07/17/17 Ref: Finance
3rd Rdg. _____ Ref: _____

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

TO THE FISCAL OFFICER OF CUYAHOGA COUNTY:

THE FOLLOWING LIST OF SPECIAL ASSESSMENT CHARGES HAVE BEEN CONFIRMED BY THE COUNCIL OF

City of Strongsville FOR Grass Cutting

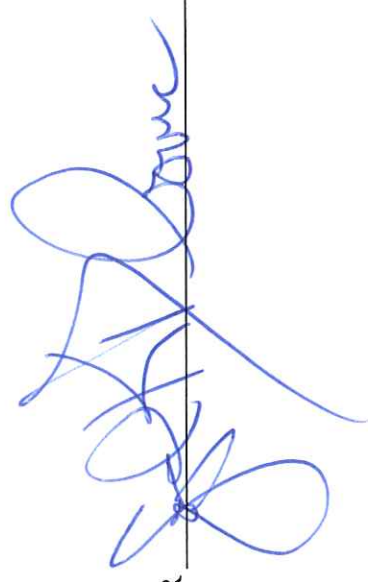
MUNICIPALITY

TYPE OF ASSESSMENT

AND IS HEREBY CERTIFIED FOR COLLECTION FOR COLLECTION(S) IN 1 ANNUAL INSTALLMENT(S) TO BE

COLLECTED FOR THE TAX YEAR(S) 2017

ORD / RES NO: _____

SIGNATURE OF FINANCE DIRECTOR  DATE _____

FOR FISCAL OFFICE USE ONLY:

DATE ENTERED _____ DATE SENT TO IT _____ DATE RETURNED FROM IT _____ DATE IMPORTED TO MVP _____ DATE VALIDATED _____

PPN	NAME	ADDRESS	TOTAL	PENALTY @ 10%	Total
391-11-058	St Paul African Methodist Episcopal Church	22021 Jonathan Drive	\$ 150.00	\$ 15.00	\$ 165.00
391-15-112	Neva K Vannoy	21658 Littlebrook Way	\$ 150.00	\$ 15.00	\$ 165.00
391-26-033	Dennis & Joyce Labbato	20424 Scotch Pine Way	\$ 1,200.00	\$ 120.00	\$ 1,320.00
391-29-003	17023 Limited Partnership	19162 Albion Road	\$ 2,500.00	\$ 250.00	\$ 2,750.00
391-29-003	17023 Limited Partnership	19162 Albion Road	\$ 473.14	\$ 47.30	\$ 520.44
391-29-004	Daniel & Laurie Bocan	10665 King Coe Lane	\$ 150.00	\$ 15.00	\$ 165.00
		Total Book 391 6 detail records	\$ 4,623.14	\$ 462.30	\$ 5,085.44
392-33-073	Michael Rawlinson	13639 Harper Road	\$ 150.00	\$ 15.00	\$ 165.00
392-35-099	Citifinancial Servicing LLC	19611 Westwood Drive	\$ 3,600.00	\$ 360.00	\$ 3,960.00
		Total Book 392 2 detail records	\$ 3,750.00	\$ 375.00	\$ 4,125.00
393-15-008	Michael Miller, Trustee	00000 Royalton Road	\$ 700.00	\$ 70.00	\$ 770.00
393-17-066	Joseph G Demay	19597 Winding Trail	\$ 1,300.00	\$ 130.00	\$ 1,430.00
393-32-012	Donald J Volosyn	15997 Wedgewood Lane	\$ 150.00	\$ 15.00	\$ 165.00
393-36-027	D & K Development	19988 Drake Road	\$ 150.00	\$ 15.00	\$ 165.00
		Total Book 393 4 detail records	\$ 2,300.00	\$ 230.00	\$ 2,530.00
395-27-006	Basma Hamid	00000 Albion Road	\$ 150.00	\$ 15.00	\$ 165.00
395-27-006	Basma Hamid	00000 Albion Road	\$ 172.86	\$ 17.28	\$ 190.14
395-28-075	Diane Kurz	15377 Highland Park	\$ 150.00	\$ 15.00	\$ 165.00
395-28-075	Discover Financial	15377 Highland Park	\$ 300.00	\$ 30.00	\$ 330.00
395-28-075	Diane Kurz	15377 Highland Park	\$ 300.00	\$ 30.00	\$ 330.00
		Total Book 395 5 detail records	\$ 1,072.86	\$ 107.28	\$ 1,180.14
396-21-003	Shan & Ray Chan	14698 Stillbrook Drive	\$ 150.00	\$ 15.00	\$ 165.00
396-24-012	IN Manus Dei LLC	16533 Royalton Road	\$ 173.00	\$ 17.30	\$ 190.30
		Total Book 396 2 detail records	\$ 323.00	\$ 32.30	\$ 355.30

PPN	NAME	ADDRESS	TOTAL	PENALTY @ 10%	Total
397-01-047	David Kushing	18392 Shurmer Road	\$ 150.00	\$ 15.00	\$ 165.00
397-02-025	Cathy L Lehner	18266 Raccoon Trail	\$ 150.00	\$ 15.00	\$ 165.00
397-02-025	Cathy L Lehner	18266 Raccoon Trail	\$ 150.00	\$ 15.00	\$ 165.00
397-02-035	Joan Hardy	18100 Raccoon Trail	\$ 300.00	\$ 30.00	\$ 330.00
397-05-061	John & Josephine Romosan	15340 Sunset Drive	\$ 208.78	\$ 20.88	\$ 229.66
397-12-074	Dale Kadel	17008 Bear Creek Lane	\$ 2,500.00	\$ 250.00	\$ 2,750.00
397-19-005	Ann Domankos	4118 Magnolia Drive	\$ 150.00	\$ 15.00	\$ 165.00
397-28-055	Milton & Sandra Randall	19390 Ridgeline Ct	\$ 150.00	\$ 15.00	\$ 165.00
397-28-055	Milton & Sandra Randall	19390 Ridgeline Ct	\$ 300.00	\$ 30.00	\$ 330.00
397-31-021	Steven & Mary-Helen Wiesen	18947 Bears Paw Lane	\$ 150.00	\$ 15.00	\$ 165.00
		Total Book 397 10 detail records	\$ 4,208.78	\$ 420.88	\$ 4,629.66
398-24-030	US Bank National Assoc	00000 Blazey Trl	\$ 800.00	\$ 80.00	\$ 880.00
		Total Book 398 1 detail records	\$ 800.00	\$ 80.00	\$ 880.00
399-22-032	Primestar Fund I Trs, Inc.	17827 Hunt Road	\$ 150.00	\$ 15.00	\$ 165.00
399-26-010	Dennis Marella	18630 Hunt Road	\$ 1,200.00	\$ 120.00	\$ 1,320.00
399-27-104	Andesite Residential Opportunity Fund LLC	14548 Hartford Trail	\$ 150.00	\$ 15.00	\$ 165.00
		Total Book 399 3 detail records	\$ 1,500.00	\$ 150.00	\$ 1,650.00
		TOTAL ALL BOOKS	\$ 18,577.78	\$ 1,857.76	\$ 20,435.54

TOTAL PARCELS

33

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 123

By: Mr. Daymut

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE LOCATED AT 14356 PEARL ROAD (PPN 393-19-033) IN THE CITY OF STRONGSVILLE FROM GB (GENERAL BUSINESS) CLASSIFICATION TO R-RS (RESTAURANT-RECREATIONAL SERVICES) CLASSIFICATION, AND DECLARING AN EMERGENCY.

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

Section 1. That the Zoning Map of the City of Strongsville, adopted by Section 1250.03 of Title Six, Part Twelve of the Codified Ordinances of Strongsville, be amended to change the zoning classification of certain property located at 14356 Pearl Road (PPN 393-19-033), in the City of Strongsville, from GB (General Business) classification to R-RS (Restaurant-Recreational Services) classification, which property is more fully described in Exhibit "A" and depicted in Exhibit "B," all attached hereto and incorporated herein by reference.

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

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

Section 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to rezone such property in order to provide for the orderly development of lots and lands within the City, 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. 2017 - 123
Page 2

First reading: July 17, 2017
Second reading: _____
Third reading: _____
Public Hearing: _____

Referred to Planning Commission

July 18, 2017
Favorable recommendation by PC
Approved: July 27, 2017

President of Council

Approved: _____
Mayor

Date Passed: _____

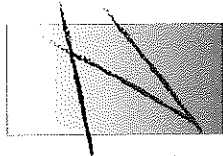
Date Approved: _____

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

Attest: _____
Clerk of Council

ORD. No. 2017-123 Amended: _____
1st Rdg. 07-17-17 Ref: PC/PCE
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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



NEFF
& ASSOCIATES

Civil Engineers + Landscape Architects + Planners + Surveyors

Legal Description
Re-Zoning Parcel
July 6, 2017
File No. 14100-001-LD001
Page 1 of 2

Situated in City of Strongsville, County of Cuyahoga and State of Ohio and known as being Parcel No. 1 in the Lot Consolidation made for Corner 14400 Group, LLC of part of Original Strongsville Township Lot No. 56 as shown by the recorded plat in Volume 358 of Maps, Page 6 of Cuyahoga County Records and is further bounded and described as follows:

Beginning (P.O.B.) at the intersection of the centerline of Pearl Road (State Route 42) (Width Varies) and the centerline of Pierce Drive (60 Feet Wide);

Thence South $89^{\circ}01'40''$ West, along the centerline of said Pierce Drive, a distance of 64.17 feet;

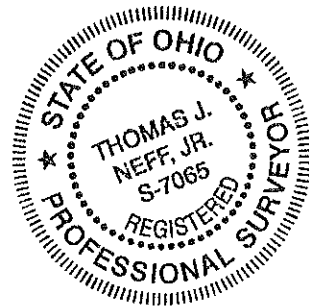
Thence North $00^{\circ}58'20''$ West, a distance of 30.00 feet to a capped $5/8''$ iron pin set on the Northerly right of way of said Pierce Drive and the principal place of beginning (P.P.O.B.);

- Course 1 Thence South $89^{\circ}01'40''$ West, along the Northerly right of way for said Pierce Drive, a distance of 265.33 feet to a capped $5/8''$ iron pin set at the Southeasterly corner of a parcel of land conveyed to Kenneth J. & Donna M. Wright by deed recorded in Volume 85-51540, Page 28 of Cuyahoga County Deed Records;
- Course 2 Thence North $00^{\circ}00'30''$ West, along the Easterly line of said Kenneth J. & Donna M. Wright parcel, a distance of 144.99 feet to the Southwesterly corner of a parcel of land conveyed to Ronald J. Mancini, Trustee by deed recorded in A.F.N. 199905170620 of Cuyahoga County Deed Records and witnessed by a $5/8''$ iron pin found South 0.19 feet, and East 0.19 feet;
- Course 3 Thence North $89^{\circ}01'40''$ East, along the Southerly line of said Ronald J. Mancini, Trustee parcel, a distance of 285.00 feet to capped $5/8''$ iron pin set on the Westerly right of way for said Pearl Road;
- Course 4 Thence South $00^{\circ}00'30''$ East, continuing along the Westerly right of way of said Pearl Road, a distance of 125.32 feet to a capped $5/8''$ iron pin set at the point of curvature of a roadway turn-out;

Legal Description
Re-Zoning Parcel
July 6, 2017
File No. 14100-001-LD001
Page 2 of 2

Course 5 Thence Southwesterly, by the arc of a roadway turn-out deflecting to the right, a distance of 31.08 feet, Said curve have a radius of 20.00 feet, a central angle of 89°02'10" and a chord which bears South 44°30'35" West, a distance of 28.05 feet to the principal place of beginning and containing 0.9466 Acre (41,233 Square Feet) of land as based on a survey prepared by Hofmann-Metzker, Inc., Dated September 29, 2008.

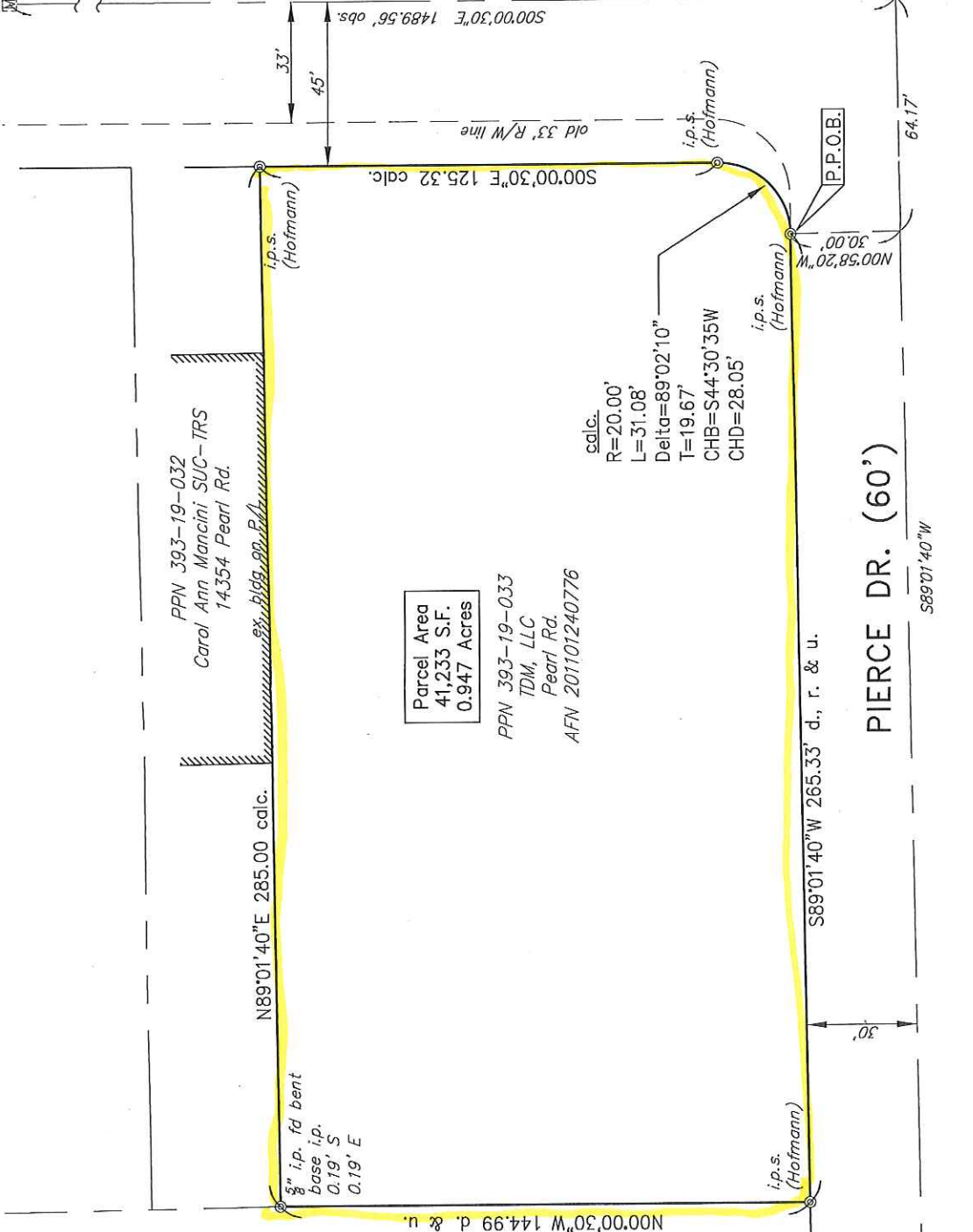
Be the same more or less, but subject to all legal highways and easements of record.



1" i.p. mon.
fnd. & used



PEARL RD. (WIDTH VARIES)



Parcel Area
41,233 S.F.
0.947 Acres

PPN 393-19-033
TDM, LLC
Pearl Rd.
AFN 201101240776

calc.
R=20.00'
L=31.08'
Delta=89°02'10"
T=19.67'
CHB=S44°30'35W
CHD=28.05'

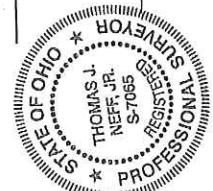
PIERCE DR. (60')



NOTE:
Survey Exhibit based on Boundary
Survey prepared for this parcel by
Hofman-Metzker, Inc. for the
Corner 14400 Group LLC and dated
9/29/2008.

BASIS OF BEARING
The existing centerline of Pearl Rd.
per Strongsville Heights Subd.
N 00°00'30" W

NEFF
& ASSOCIATES
Civil Engineers • Landscaping Architects • Planners • Surveyors
6405 York Road | Parma Heights, Ohio 44130
(330) 884-3100

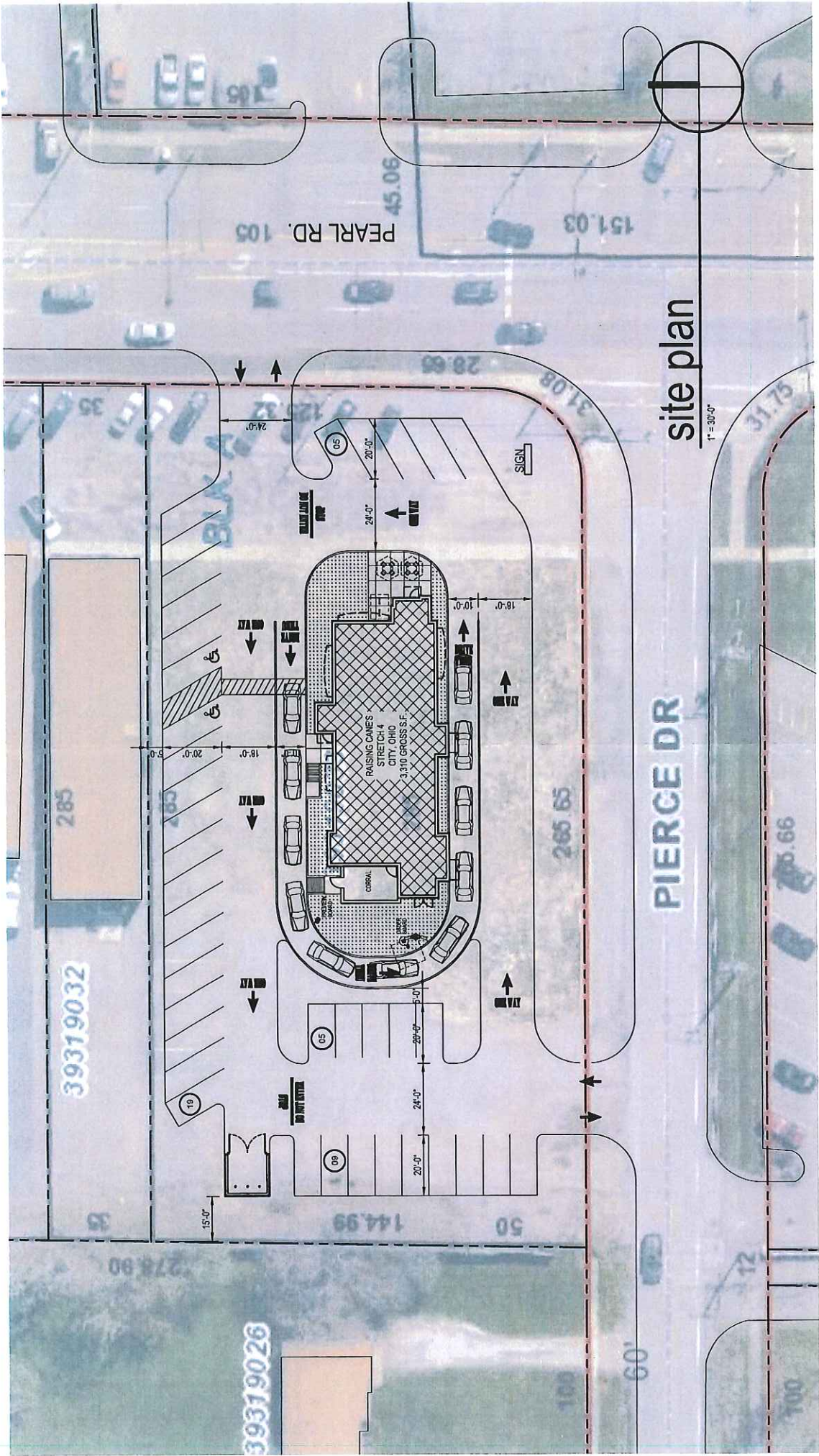


PPN 393-19-026
Kenneth J & Donna M Wright
19102 Pierce Dr.

ABBREVIATIONS	
calc.	..... CALCULATED
C	..... CENTER LINE
C.D.R.	..... COUNTY DEED RECORD
C.P.R.	..... COUNTY PLAT RECORD
d.	..... DEED
EX	..... EXISTING
IP	..... IRON PIN
fd	..... FOUND
mon	..... MONUMENT
obs.	..... OBSERVED
P.O.B.	..... PLACE OF BEGINNING
P.P.O.B.	..... PRINCIPAL PLACE OF BEGINNING
P or P/L	..... PROPERTY LINE
PPN	..... PERMANENT PARCEL #
r.	..... RECORD
R/W	..... RIGHT OF WAY
u.	..... USED

Pearl Road (PPN 393-19-033)
July 6, 2017 14100-100
Re-Zoning Application
EXHIBIT

EXHIBIT B



site plan

1" = 30'-0"

STRONGSVILLE - RAISING CANE'S CHICKEN FINGERS
 14356 pearl rd | strongsville, oh

prototype: 4 (stretch)
 acreage: 0.95
 stack spaces: 13
 parking spaces: 38

rma architect

© 2016 RMA ARCHITECTS, A LIMITED LIABILITY CORPORATION



06.26.2017
 site layout

CITY OF STRONGSVILLE
OFFICE OF THE COUNCIL

MEMORANDUM

TO: Ken Mikula, City Engineer

FROM: Tiffany Mekeel, Assistant Clerk of Council

DATE: July 3, 2017

SUBJECT: Rezoning Application
TDM, LLC; Owner
PPN: 393-19-033
Address: 14356 Pearl Road
From General Business (GB) to Restaurant Service (RS)

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 Opera, 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
Lori Daley, Design Engineer
Carol Oprea, Planning Commission Secretary

From: Jamie Kilbane, Design Engineer

Date: July 6, 2017

Re: Rezoning Application
TDM, LLC; Owner
PPN: 393-19-033
Address: 14356 Pearl Road
From General Business (GB) to Restaurant Service (RS)

Neal,

The legal description dated July 6, 2017 by Neff and Associates provided in response to Clerk of Council's July 3, 2017 memo regarding the above referenced application accurately depicts the area to be rezoned.

Please feel free to contact me with any questions.

Thank you.

PETITION FOR ZONING CHANGE

Ordinance Number: 2017-123

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 GB use to a class R-RS use.

Such change is necessary for the preservation and enjoyment of a substantial property right because: Stand-alone restaurants are only permitted in R-RS districts. Many other parcels along Pearl Road are R-RS districts with stand-alone restaurants and surrounded by GB districts.

Such change will not be materially detrimental to the public welfare nor to the property of other persons located in the vicinity because: _____

Pearl Road is a commercial corridor with many restaurants mixed with businesses. This
A restaurant would be compatible with the adjacent properties along Pearl Road.

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

1. Proposed site plan
2. _____
3. _____

THE PROPOSED USE OF THE PROPERTY IS: Restaurant with Drive-Thru

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

Name: TDM, LLC

Address: 20685 Stratford Circle Strongsville, Ohio 44149

Telephone Number: 419-306-4024

Mat W Stoyanoff Member
Signature of Owner(s)

State of Ohio)
County of Cuyahoga)

Sworn to and subscribed in my presence this 29 day of June, 2017.

Lynn Millholland
Notary Public Lynn Millholland
My commission expires: 06.22.2019

* 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: 2017-123

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: 14356 Pearl Road

Permanent Parcel No.: 393-19-033

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

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

Acreage: 0.9466

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

Said deed restrictions (will) (have) expire(d) on: _____

Said property is presently under lease or otherwise encumbered as follows: None

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

Mark W. Stogoff Member
Signature of Owner(s)

State of Ohio)
County of Cuyahoga)

Sworn to and subscribed to in my presence this 29 day of June, 2017.

Lynn Millholland
Notary Public



LYNN MILLHOLLAND
NOTARY PUBLIC
STATE OF OHIO
COMM. EXPIRES
06-22-2019
RECORDED IN
MEDINA COUNTY

My commission expires 06.22.2019

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

CITY OF STRONGSVILLE
OFFICE OF THE COUNCIL

MEMORANDUM

TO: Planning Commission
FROM: Aimee Pientka, Clerk of Council
DATE: July 18, 2017
SUBJECT: Referral from Council: Ordinance No. 2017-123

At its regular meeting of July 17, 2017, City Council referred the following Ordinance to the Planning Commission for its report and recommendation thereon:

- Ordinance No. 2017-123 by Mr. Daymut. AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE LOCATED AT 14356 PEARL ROAD (PPN 393-19-033) IN THE CITY OF STRONGSVILLE FROM GB (GENERAL BUSINESS) CLASSIFICATION TO R-RS (RESTAURANT-RECREATIONAL SERVICES) CLASSIFICATION, AND DECLARING AN EMERGENCY.

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

AKP
Attachment

MEMORANDUM

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

FROM: Carol Oprea, Administrative Assistant, Boards & Commissions

SUBJECT: Referrals to Council

DATE: July 28, 2017

Please be advised that at its meeting of July 27, 2017, the Strongsville Planning Commission gave Favorable Recommendation to the following;

ALTENHEIM REHAB & MEMORY CARE/ Brandon Rouhier, Agent

Site Plan approval of two parking lot additions for property located at 18627 Shurmer Road, PPN 397-01-092 zoned SR-1 and Public Facility.

ORDINANCE NO. 2017-123:

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 property located at 14356 Pearl Road (PPN 393-19-033) in the City of Strongsville from GB (General Business) Classification to R-RS (Restaurant-Recreational Services) Classification and Declaring an Emergency.

Also at that meeting the Strongsville Planning Commission Tabled the following;

ORDINANCE NO. 2017-111:

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 property located at 17800 Royalton Road (A portion of PPN 396-12-002) in the City of Strongsville, from OB (Office Building) Classification to GB (General Business) Classification.

ORDINANCE NO. 2017-122:

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 property located 14092 Pearl Road, in the City of Strongsville from GB (General Business) Classification to MS (Motorist Service) Classification (PPN 393-18-014), and Declaring an Emergency.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 136

BY: Mayor Perciak and All Members of Council

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF NOTES IN THE MAXIMUM PRINCIPAL AMOUNT OF \$2,100,000, IN ANTICIPATION OF THE ISSUANCE OF BONDS, FOR THE PURPOSE OF ACQUIRING VEHICLES AND RELATED ATTACHMENTS FOR THE CITY SERVICE DEPARTMENT, AND DECLARING AN EMERGENCY.

WHEREAS, the Director of Finance, as fiscal officer of this City, has certified to this Council that the estimated life or period of usefulness of the improvement described in Section 1 is at least five years, the estimated maximum maturity of the bonds described in Section 1 is nine years, and the maximum maturity of the notes described in Section 3, to be issued in anticipation of the bonds, is fourteen years;

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

Section 1. It is necessary to issue bonds of this City in the maximum principal amount of \$2,100,000 (the Bonds) for the purpose of acquiring vehicles and related attachments for the City Service Department.

Section 2. The Bonds shall be dated approximately October 1, 2018, shall bear interest at the now estimated rate of 5.0% per year, payable on June 1 and December 1 of each year, commencing December 1, 2018, until the principal amount is paid, and are estimated to mature in nine annual principal installments on December 1 of each year that are in such amounts that the total principal and interest payments in any fiscal year in which principal is payable are substantially equal. The first principal installment is estimated to be made on December 1, 2019.

Section 3. It is necessary to issue and this Council determines that notes in the maximum principal amount of \$2,100,000 (the Notes) shall be issued in anticipation of the issuance of the Bonds. The Notes shall bear interest at a rate or rates not to exceed 6.0% per year (computed on the basis of a 360-day year consisting of twelve 30-day months), payable at maturity and until the principal amount is paid or payment is provided for. The rate or rates of interest on the Notes shall be determined by the Director of Finance in the certificate awarding the Notes in accordance with Section 6 (the Certificate of Award). The Notes shall be dated the date of issuance and shall mature not earlier than six months from the date of issuance nor later than one year from the date of issuance, as determined by the Director of Finance in the Certificate of Award.

The aggregate principal amount of Notes to be issued consistent with this Section shall be issued in an amount determined by the Director of Finance in the Certificate of Award to be the aggregate principal amount of Notes required to be issued at this time, taking into account any premium above or discount from the aggregate principal amount of the Notes at which they are sold

to the original purchaser and other City funds available for the purpose, to pay costs of the improvement, including the costs of issuance of the Notes.

Section 4. The debt charges on the Notes shall be payable in Federal Reserve funds of the United States of America, without deduction for services of the City's paying agent, at the principal corporate trust office of The Huntington National Bank, Columbus, Ohio, or at the office of a bank or trust company designated by the Director of Finance in the Certificate of Award after determining that the payment at that bank or trust company will not endanger the funds or securities of the City and that proper procedures and safeguards are available for that purpose, or at the office of the Director of Finance if agreed to by the Director of Finance and the original purchaser.

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

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

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

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

The Notes may be issued to a Depository for use in a book entry system and, if and as long as a book entry system is utilized, (i) the Notes may be issued in the form of a single Note made payable to the Depository or its nominee and immobilized in the custody of the Depository or its agent for that purpose; (ii) the beneficial owners in book entry form shall have no right to receive

the Notes in the form of physical securities or certificates; (iii) ownership of beneficial interests in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (iv) the Notes as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the City.

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

The Director of Finance is also hereby authorized and directed, to the extent necessary or required, to enter into any agreements determined necessary in connection with the book entry system for the Notes, including the execution of a Blanket Issuer Letter of Representations in the form utilized by The Depository Trust Company.

Section 6. The Notes shall be sold at not less than 97% of par at private sale by the Director of Finance in accordance with law and the provisions of this ordinance. The Director of Finance shall, in accordance with that officer's determination of the best interests of and financial advantages to the City and its taxpayers and based on conditions then existing in the financial markets, consistently with the provisions of Section 3, establish the principal amount of the Notes and the interest rates to be borne by the Notes and their maturity, sign the Certificate of Award referred to in Section 3 evidencing that sale, cause the Notes to be prepared, and have the Notes signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Notes if requested by the original purchaser, to the original purchaser upon payment of the purchase price. The Mayor, the Director of Finance, the Director of Law, the Clerk of Council (including within the meaning of each such office for purposes of this ordinance any person serving in an interim or acting capacity with respect to such office), and other City officials, as appropriate, are each authorized and directed to sign any transcript certificates, financial statements, paying agent agreement, bond purchase agreement and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this ordinance. The Director of Finance is authorized, if it is determined to be in the best interest of the City, to combine the issue of Notes with one or more other note issues of the City into a consolidated note issue pursuant to Section 133.30(B) of the Revised Code, provided that no denomination of that combined issue shall be less than \$100,000.

The Director of Finance, if he determines it to be in the best interest of and financial advantages to the City, is hereby authorized to retain the financial advisory services of a person or entity in connection with the sale and issuance of the Notes. In rendering those financial advisory services, as an independent contractor and in a financial advisor-client relationship, that person or entity shall not exercise any administrative discretion on behalf of this City in the formulation of

public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, any county, municipality or other political subdivision, or of this City, or the execution of public trusts.

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

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

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

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

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

The Notes are hereby designated as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code. In that connection, the City hereby represents and covenants that it, together with all its subordinate entities or entities that issue obligations on its behalf, or on behalf of which it issues obligations, in or during the calendar year in which the Notes are issued, (i) have not issued and will not issue tax-exempt obligations designated as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code, including the Notes, in an aggregate amount in

excess of \$10,000,000, and (ii) have not issued, do not reasonably anticipate issuing, and will not issue, tax-exempt obligations (including the Notes, but excluding obligations, other than qualified 501(c)(3) bonds as defined in Section 145 of the Code, that are private activity bonds as defined in Section 141 of the Code and excluding refunding obligations that are not advance refunding obligations as defined in Section 149(d)(5) of the Code) in an aggregate amount exceeding \$10,000,000, unless the City first obtains a written opinion of nationally recognized bond counsel that such designation or issuance, as applicable, will not adversely affect the status of the Notes as “qualified tax-exempt obligations.” Further, the City represents and covenants that, during any time or in any manner as might affect the status of the Notes as “qualified tax-exempt obligations”, it has not formed or participated in the formation of, or benefited from or availed itself of, any entity in order to avoid the purposes of subparagraph (C) or (D) of Section 265(b)(3) of the Code, and will not form, participate in the formation of, or benefit from or avail itself of, any such entity. The City further represents that the Notes are not being issued as part of a direct or indirect composite issue that combines issues or lots of tax-exempt obligations of different issuers.

The Director of Finance, as the fiscal officer, or any other officer of the City having responsibility for issuance of the Notes is hereby authorized (a) to make or effect any election, selection, designation, choice, consent, approval, or waiver on behalf of the City with respect to the Notes as the City is permitted to or required to make or give under the federal income tax laws, including, without limitation thereto, any of the elections provided for in Section 148(f)(4)(C) of the Code or available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Notes or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments or penalties, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments, as determined by that officer, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the City, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Notes, and (c) to give one or more appropriate certificates of the City, for inclusion in the transcript of proceedings for the Notes, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Notes, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Notes.

Section 11. In connection with the issuance of the Notes, the legal services of Squire Patton Boggs (US) LLP, as bond counsel, are retained pursuant to an engagement letter which has been delivered to the City by that firm. That engagement letter, and the execution thereof by the Mayor, the Director of Finance, the Director of Law, or any one of them, are hereby authorized, ratified and approved. In rendering those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of this City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, any county, municipality or other political subdivision, or of this City, or the execution of public trusts.

Section 12. The Clerk of Council is directed to deliver a certified copy of this ordinance to the Cuyahoga County Fiscal Officer.

Section 13. This Council determines that all acts and conditions necessary to be done or performed by the City or to have been met precedent to and in the issuing of the Notes in order to make them legal, valid and binding general obligations of the City have been performed and have been met, or will at the time of delivery of the Notes have been performed and have been met, in regular and due form as required by law; that the full faith and credit and general property taxing power (as described in Section 9) of the City are pledged for the timely payment of the debt charges on the Notes; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Notes.

Section 14. This Council finds and determines that all formal actions of this Council concerning and relating to the passage of this ordinance were taken in an open meeting of this Council and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 15. This ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City, and for the further reason that this ordinance is required to be immediately effective in order to issue and sell the Notes, which is necessary to keep City streets and other public areas maintained in good condition to prevent injuries to people and vehicles; wherefore, this ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor, provided it receives the affirmative vote of at least five members of the Council, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

 President of Council

Approved: _____
 Mayor

Date Passed: _____ Date Approved: _____

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

Attest: _____
 Clerk of Council

ORD. No. 2017-136 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

City of Strongsville, Ohio
Vehicle Acquisition Notes, Series 2017

COUNTY FISCAL OFFICER'S RECEIPT

I acknowledge receipt on this date of Ordinance No. 2017-___, passed by the Council of the City of Strongsville on September 5, 2017, providing for the issuance and sale of the note issues identified above.

Dated: September __, 2017

County Fiscal Officer
Cuyahoga County, Ohio

FISCAL OFFICER'S CERTIFICATE
(Vehicle Acquisition Project)

To the Council of the City of Strongsville, Ohio:

As fiscal officer of the City of Strongsville, Ohio, I certify in connection with your proposed issue of not to exceed \$2,100,000 notes (the Notes) to be issued in anticipation of the issuance of bonds (the Bonds) for the purpose of acquiring vehicles and related attachments for the City Service Department (the improvement), that:

1. The estimated life or period of usefulness of the improvement is at least five years.
2. The estimated maximum maturity of the Bonds, calculated in accordance with Section 133.20 of the Revised Code, is nine years. That maximum maturity is based on my calculation of the average number of years of life or period of usefulness of the improvement as measured by the weighted average of the amounts proposed to be expended for the several classes of the improvement as follows: \$2,000,707 for road servicing vehicles and their attachments, 10 years, in accordance with Section 133.20; and \$99,293 for other motor vehicles, 5 years, in accordance with Section 133.20; the weighted average is therefore nine years. If notes in anticipation of the Bonds are outstanding later than the last day of December of the fifth year following the year of issuance of the original issue of notes, the period in excess of those five years shall be deducted from that maximum maturity of the Bonds.
3. The maximum maturity of the Notes is fourteen years from the date of the original note issued for the improvement.

Dated: September 5, 2017

Director of Finance
City of Strongsville, Ohio

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2017 - 137
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 2017 AND REPEALING ORDINANCE NUMBER 2017- 113.

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
101 Total General Fund		\$ 16,884,100.00	\$ 7,991,100.00	\$ 13,518,000.00	\$ 38,393,200.00
<u>Special Revenue Funds - 200</u>					
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
203	Police Pension	\$ 1,284,400.00	\$ -	\$ -	\$ 1,284,400.00
204	Street Construction & Maintenance	5,302,600.00	6,336,400.00	-	11,639,000.00
205	State Highway Maintenance	-	140,000.00	-	140,000.00
206	Motor Vehicle License Tax	-	1,080,000.00	-	1,080,000.00
207	Emergency Vehicle Fund	-	1,319,000.00	-	1,319,000.00
208	Fire Levy	7,652,500.00	977,900.00	-	8,630,400.00
209	Fire Pension	1,457,300.00	-	-	1,457,300.00
211	Clerk of Court	-	40,000.00	-	40,000.00
212	Drainage Levy	-	2,673,000.00	-	2,673,000.00
214	Multi-Purpose Complex	3,171,600.00	2,087,900.00	-	5,259,500.00
215	Southwest General Hospital	-	350,000.00	-	350,000.00
216	Law Enforcement Federal Seizures	-	7,000.00	-	7,000.00
217	Law Enforcement State Seizures	-	32,000.00	-	32,000.00
218	Law Enforcement Drug Fine	-	400.00	-	400.00
219	Law Enforcement DWI/DUI	-	10,000.00	-	10,000.00
220	Tree Fund	-	151,500.00	-	151,500.00
222	Community Diversion	11,300.00	2,900.00	-	14,200.00
224	Earned Benefits	505,800.00	-	-	505,800.00
200 Total Special Revenue Funds		\$ 19,385,500.00	\$ 15,208,000.00	\$ -	\$ 34,593,500.00
<u>Debt Service Funds - 300</u>					
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
331	General Bond Retirement	\$ -	\$ 4,679,707.00	\$ -	\$ 4,679,707.00
333	Pearl Road TIF # 1 Fund	-	930,180.00	-	930,180.00
334	Royalton Road TIF Fund	-	207,000.00	-	207,000.00
335	Pearl Road TIF # 2 Fund	-	-	-	-
336	Pearl Road TIF # 3 Fund	-	51,000.00	-	51,000.00
338	Giant Eagle TIF	-	102,000.00	-	102,000.00
300 Total Debt Service Funds		\$ -	\$ 5,969,887.00	\$ -	\$ 5,969,887.00
<u>Capital Improvement Capital Project Funds - 400</u>					
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
441	Recreation Capital Improvement	\$ -	\$ 962,000.00	\$ -	\$ 962,000.00
442	General Capital Improvement	-	1,903,000.00	-	1,903,000.00
447	TIF Capital Improvements Fund	-	207,000.00	-	207,000.00
400 Total Capital Project Funds		\$ -	\$ 3,072,000.00	\$ -	\$ 3,072,000.00

Enterprise Funds - 500					
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
551	Sanitary Sewer	\$ 1,387,100.00	\$ 6,346,958.00	\$ -	\$ 7,734,058.00

Internal Service Fund - 600					
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
661	Health Insurance Reserve	\$ -	\$ 5,142,700.00	\$ 300,000.00	\$ 5,442,700.00
664	Worker's Compensation Reserve	-	620,000.00	-	620,000.00
600	Total Internal Service Funds	\$ -	\$ 5,762,700.00	\$ 300,000.00	\$ 6,062,700.00
Grand Total All Funds		\$ 37,656,700.00	\$ 44,350,645.00	\$ 13,818,000.00	\$ 95,825,345.00

Itemized list of Transfers and Advances by Fund	
Description	Amount
General Fund to Street Construction Fund	\$ 3,700,000.00
General Fund to Fire Levy Fund	3,000,000.00
General Fund to Multi-Complex Fund	2,000,000.00
General Fund to Police Pension Fund	840,000.00
General Fund to Fire Pension Fund	972,000.00
General Fund to Drainage Levy Fund	300,000.00
General Fund to Earned Benefits Fund	500,000.00
General Fund to Recreation Capital Improvement Fund	550,000.00
General Fund to General Capital Improvement Fund	1,500,000.00
Total Transfers	\$ 13,362,000.00
General Fund to Prospect/Albion TIF	\$ 50,000.00
General Fund to 42/82 TIF	106,000.00
Health Insurance Reserve to General Fund	300,000.00
Total Advances and Advance Repayments	\$ 456,000.00
Total Transfers, Advances and Advance Repayments	\$ 13,818,000.00

Section 2: That all expenditures within the fiscal year ending December 31, 2017 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.

President of Council

Approved: _____
Mayor

Date Passed

Date Approved

Attest: _____
Clerk of Council

ORD. No. 2017-137. Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

Yea	_____ Carbone	_____ Daymut	_____ DeMio	_____ Dooner	_____ Schonhut	_____ Short	_____ Southworth
Nay	_____	_____	_____	_____	_____	_____	_____

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

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

Dept #	Department	Personal Services	Other	Transfers & Advances	Total
011410	Council	\$ 330,600.00	\$ 86,000.00	\$ -	\$ 416,600.00
011411	Mayors Office	347,000.00	15,300.00	-	362,300.00
015412	Police Department	9,228,000.00	1,546,700.00	-	10,774,700.00
011413	Human Resources	231,000.00	94,900.00	-	325,900.00
011414	Finance Department	512,500.00	21,600.00	-	534,100.00
011415	Legal Department	437,500.00	125,900.00	-	563,400.00
011416	Communication & Technology	638,800.00	812,000.00	-	1,450,800.00
011417	Building Department	1,048,200.00	206,300.00	-	1,254,500.00
011418	Mayors Court	185,700.00	28,100.00	-	213,800.00
011420	Rubbish Department	-	2,500,500.00	-	2,500,500.00
011421	Cemetery Department	121,900.00	227,100.00	-	349,000.00
011422	Architectural Board of Review	-	6,000.00	-	6,000.00
011423	Planning Commission	104,900.00	67,000.00	-	171,900.00
011424	Civil Service	-	21,800.00	-	21,800.00
011425	Board of Appeals	-	11,000.00	-	11,000.00
011428	Parks Department	105,300.00	200,000.00	-	305,300.00
011430	General Miscellaneous	-	1,643,600.00	-	1,643,600.00
011435	Economic Development	153,100.00	144,600.00	-	297,700.00
015414	Corrections Officers	829,200.00	155,000.00	-	984,200.00
011435	Joint Dispatch Center	2,610,400.00	77,700.00	-	2,688,100.00
011468	Non Government Transfers	-	-	13,518,000.00	13,518,000.00
	Total General Fund	\$ 16,884,100.00	\$ 7,991,100.00	\$ 13,518,000.00	\$ 38,393,200.00
031000	Police Pension	1,284,400.00	-	-	1,284,400.00
046419	Street Repairs	4,585,400.00	4,570,900.00	-	9,156,300.00
046426	Traffic Signal Maintenance	104,000.00	230,500.00	-	334,500.00
046427	Snow Removal	-	700,000.00	-	700,000.00
046433	Municipal Garage	613,200.00	835,000.00	-	1,448,200.00
056000	State Highway Maintenance	-	140,000.00	-	140,000.00
066000	Motor Vehicle License Tax	-	1,080,000.00	-	1,080,000.00
075000	Emergency Vehicle Fund	-	1,319,000.00	-	1,319,000.00
085000	Fire Levy	7,652,500.00	706,700.00	-	8,359,200.00
085001	Fire Station Ward 1	-	69,200.00	-	69,200.00
085002	Fire Station Ward 2	-	47,500.00	-	47,500.00
085003	Fire Station Ward 3	-	35,500.00	-	35,500.00
085004	Fire Station Ward 4	-	119,000.00	-	119,000.00
095000	Fire Pension	1,457,300.00	-	-	1,457,300.00
111000	Clerk of Court	-	40,000.00	-	40,000.00
121000	Drainage Levy	-	2,673,000.00	-	2,673,000.00
143304	Sports Programs	273,900.00	208,200.00	-	482,100.00
143305	Recreation Administration	459,000.00	679,700.00	-	1,138,700.00
143306	Fitness	411,500.00	148,900.00	-	560,400.00
143309	Ice Rink	-	212,300.00	-	212,300.00
143310	Aquatics	710,400.00	128,100.00	-	838,500.00
143311	Recreation Programs	244,700.00	30,200.00	-	274,900.00
143430	Special Events	-	15,200.00	-	15,200.00
143431	Old Town Hall	10,500.00	16,100.00	-	26,600.00
143439	Senior Services	576,600.00	374,000.00	-	950,600.00
143451	Recreation Maintenance	485,000.00	232,000.00	-	717,000.00
143500	Program Refunds	-	43,200.00	-	43,200.00
152000	Southwest General Hospital	-	350,000.00	-	350,000.00
165000	Law Enforcement Federal Seizures	-	7,000.00	-	7,000.00
175000	Law Enforcement State Seizures	-	32,000.00	-	32,000.00
185000	Law Enforcement Drug Fine	-	400.00	-	400.00
195000	Law Enforcement DWI/DUI	-	10,000.00	-	10,000.00
204000	Tree Maintenance	-	151,500.00	-	151,500.00
225000	Community Diversion	11,300.00	2,900.00	-	14,200.00
224000	Earned Benefits	505,800.00	-	-	505,800.00
	Total Special Revenue Funds	\$ 19,385,500.00	\$ 15,208,000.00	\$ -	\$ 34,593,500.00

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

Dept #	Department	Personal Service	Other	Transfers & Advances	Total
311000	General Bond Retirement	-	4,679,707.00	-	4,679,707.00
333000	Pearl Road TIF # 1	-	930,180.00	-	930,180.00
334000	Royalton Road TIF	-	207,000.00	-	207,000.00
335000	Pearl Road TIF # 2	-	-	-	-
336000	Pearl Road TIF # 3	-	51,000.00	-	51,000.00
338000	Giant Eagle TIF	-	102,000.00	-	102,000.00
	Total Debt Service	\$ -	\$ 5,969,887.00	\$ -	\$ 5,969,887.00
413000	Recreation Capital Improvement	-	962,000.00	-	962,000.00
421000	General Capital Improvement	-	1,903,000.00	-	1,903,000.00
447100	Pearl & Whitney TIF	-	36,000.00	-	36,000.00
447102	Prospect/Albion TIF	-	50,000.00	-	50,000.00
447104	42/82 TIF	-	121,000.00	-	121,000.00
	Total Capital Projects	\$ -	\$ 3,072,000.00	\$ -	\$ 3,072,000.00
512501	Engineering and Administration	676,400.00	920,400.00	-	1,596,800.00
512502	Plant Expenditures	-	3,238,500.00	-	3,238,500.00
512503	Line Expenditures	710,700.00	841,000.00	-	1,551,700.00
512504	Sewer Capital Improvements	-	1,025,000.00	-	1,025,000.00
512505	Sewer Debt Payments	-	322,058.00	-	322,058.00
	Total Sanitary Sewer	\$ 1,387,100.00	\$ 6,346,958.00	\$ -	\$ 7,734,058.00
661000	Health Insurance Reserve	-	5,142,700.00	300,000.00	5,442,700.00
664000	Workers Compensation Reserve	-	620,000.00	-	620,000.00
	Total Internal Service	\$ -	\$ 5,762,700.00	\$ 300,000.00	\$ 6,062,700.00
	GRAND TOTAL	\$ 37,656,700.00	\$ 44,350,645.00	\$ 13,818,000.00	\$ 95,825,345.00

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2017 – 138

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 2017, to be collected in year 2018; 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, 2018; 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
Total			2.90	6.40

**SCHEDULE B
 LEVIES OUTSIDE 10 MILL LIMITATION, EXCLUSIVE OF DEBT LEVIES**

Fund	Maximum Rate Authorized to Be Levied	Co. Fiscal Officer's Est. of Yield of Levy (Carry to Schedule A. Column II)
General Fund:		
Current Expense Levy authorized by voters on for not to exceed years.	, 20	
Total General Fund outside 10m. Limitation.		
Park Fund: Levy authorized by voters on for not to exceed years.	, 20	
Recreation Fund: Levy authorized by voters on for not to exceed years.	, 20	

Section 3. That the Clerk of Council be and is hereby authorized and directed to promptly certify and transmit a copy of this Resolution to the Cuyahoga County Fiscal Officer.

Section 4. 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 5. That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary in order to comply with all state, county and local requirements concerning tax amounts and rates. 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. 2017 – 138
Page 4

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
Clerk of Council

ORD. No. 2017-138 Amended: _____

1st Rdg. _____ Ref: _____

2nd Rdg. _____ Ref: _____

3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____

Adopted: _____ Created: _____

CERTIFICATE OF COPY
ORIGINAL ON FILE

State of Ohio)
) ss.
Cuyahoga County)

I, AIMEE PIENKA, 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. 2017-138 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, 2017.

Aimee Pientka, Clerk of Council

<p>Resolution No. <u>2017-138</u></p> <p>COUNCIL OF THE CITY OF STRONGSVILLE Cuyahoga County, Ohio</p> <p>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</p> <p>(City Council)</p> <hr/> <p>Adopted September 5, 2017</p> <hr/> <p>Aimee Pientka, Clerk of Council</p> <hr/> <p>Filed _____, 2017</p> <hr/> <p>County Fiscal Officer</p> <hr/> <p>By _____</p> <hr/> <p>Deputy</p>
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CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 139

By: Mayor Perciak and All Members of Council

AN ORDINANCE ENACTING A NEW CHAPTER 840 "MEDICAL MARIJUANA" OF TITLE TWO OF PART EIGHT-BUSINESS REGULATION AND TAXATION CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE; AMENDING CHAPTER 1242 OF TITLE SIX OF PART TWELVE-PLANNING AND ZONING CODE, TO ESTABLISH A NEW SECTION 1242.14 CONCERNING THE REGULATION OF MEDICAL MARIJUANA IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

WHEREAS, on June 8, 2016, the Ohio General Assembly adopted and the Governor signed into law, 131 Sub. H.B. 523, which became effective September 8, 2016; and

WHEREAS, 131 Sub. H.B. 523, among other things, permits patients in Ohio to use medical marijuana on the recommendation of physicians; creates state regulatory oversight of the cultivation, processing, retail sale, use and physician recommendation of medical marijuana; authorizes the legislative authority of a city to adopt regulations dealing with or limiting the number of retail medical marijuana dispensaries; and prohibits a cultivator, processor, retail dispensary or laboratory from being located or relocating within 500 feet of a school, church, public library, public playground or public park; and

WHEREAS, pursuant to Home Rule authority found in Article XVIII of the Constitution of the State of Ohio, the City Charter, and the Ohio Revised Code ("ORC"), municipalities in the State of Ohio have the inherent power to enact planning, zoning and business regulation laws that further the health, safety, welfare, comfort and peace of the citizens of the municipality, including restricting, prohibiting and/or regulating certain business uses; and

WHEREAS, ORC Section 3796.29, enacted by H.B. 523, affirms that municipalities may adopt restrictions, including prohibiting or limiting the number of cultivators, processors, or retail dispensaries of medical marijuana within their corporation limits; and

WHEREAS, H.B. 523 provides that the Ohio Department of Commerce, the Board of Pharmacy, and the State Medical Board shall adopt rules establishing standards and procedures for the medical marijuana control program; and

WHEREAS, these state agencies have published certain proposed rules governing operation of marijuana dispensaries, cultivators, and processors, the issuance of certificates to physicians wishing to recommend medical marijuana to

patients, and the registration of patients and caregivers wishing to purchase medical marijuana pursuant to these recommendations; and

WHEREAS, the City of Strongsville has studied these proposed rules; and

WHEREAS, marijuana (cannabis) remains classified as a Schedule I controlled substance under the Federal Controlled Substances Act, rendering the manufacture, distribution, dispensation, and the possession of marijuana with intention to manufacture, distribute, or dispense, a crime under Federal law; and

WHEREAS, a consequence of the continued prohibition of marijuana by the Federal government is that financial services providers such as banks and credit card companies are unable to do business with marijuana enterprises because it is illegal under Federal law to transmit funds known to have been derived from marijuana; and

WHEREAS, the unbanked status of marijuana businesses results in the businesses and their customers carrying significant amounts of cash; and

WHEREAS, the presence of large amounts of cash invites opportunity for robbery, theft, money laundering, tax evasion, and other crimes constituting threats to the public health, safety, and welfare; and

WHEREAS, due to the above threats to public health, safety, and welfare, having reviewed the State's rules and Federal law's continued classification of marijuana (cannabis) as a Schedule I drug, the City of Strongsville determines that cultivation, processing, and retail dispensing of marijuana for medical purposes, or otherwise, shall not be a permitted use within this City.

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 enacts a new Chapter 840 Medical Marijuana, of Title Two of Part Eight-Business Regulation and Taxation Code of the Codified Ordinances of the City of Strongsville, to read in its entirety as follows:

CHAPTER 840
Medical Marijuana

- | | |
|---------------|----------------------------|
| 840.01 | Definitions. |
| 840.02 | Prohibitions. |
| 840.03 | Research permitted. |
| 840.99 | Penalty. |

840.01 DEFINITIONS.

(a) "Academic Medical Center" has the same meaning as in Section 4731.297 of the Ohio Revised Code.

(b) "Marijuana" has the same meaning as marijuana as defined in Section 3719.01 of the Ohio Revised Code.

(c) "Medical Marijuana" means marijuana that is cultivated, processed, dispensed, tested, possessed, or used for a medical purpose.

(d) "State University" has the same meaning as in Section 3345.011 of the Ohio Revised Code.

840.02 PROHIBITIONS.

(a) No person or entity owning, renting, leasing, or having any interest whatsoever in real property located within the City of Strongsville shall develop, construct, reconstruct, remodel, adapt or use, or permit the use of, said real property for any of the following:

- (1) as a medical marijuana dispensary;
- (2) for the processing of medical marijuana;
- (3) for the indoor or outdoor cultivation of medical marijuana.

(b) No person or entity shall enter upon or occupy any public property, street, or right-of-way for any of the uses enumerated in Section 840.02(a).

840.03 RESEARCH PERMITTED.

Nothing in this Chapter shall be deemed to prohibit or limit research related to marijuana conducted at a state university, academic medical center, or private research and development organization as part of a research protocol approved by an institutional review board or equivalent entity.

840.99 PENALTY.

(a) Whoever knowingly violates Section 840.02(a) is guilty of a misdemeanor of the first degree. Each day of violation shall be deemed to be a separate offense.

(b) Whoever knowingly violates Section 840.02(b) is guilty of a misdemeanor of the fourth degree. Each day of violation shall be deemed to be a separate offense.

Section 2. That new Section 1242.14 of Chapter 1242 of Title Six of Part Twelve-Planning and Zoning Code of the Codified Ordinances of the City of Strongsville concerning Medical Marijuana Cultivation, Processing, or Retail Dispensing, be and is hereby enacted to read in its entirety as follows:

**CHAPTER 1242
ADMINISTRATION, ENFORCEMENT AND PENALTY**

* * *

**1242.14 CULTIVATION, PROCESSING, OR RETAIL DISPENSING
OF MEDICAL MARIJUANA PROHIBITED IN ALL
DISTRICTS.**

(a) The cultivation, processing, or retail dispensing of medical marijuana shall be a prohibited use in all zoning districts within the City of Strongsville.

(b) Nothing in this Section shall be deemed to prohibit or limit research related to marijuana conducted at a state university, academic medical center, or private research and development organization as part of a research protocol approved by an institutional review board or equivalent entity.

(c) Use of property in violation of Section 1242.14(a) has been determined to be and shall constitute a nuisance *per se*.

(d) In addition to other penalties provided by law, including but not limited to those set out in this Chapter, the Law Department shall be authorized to institute civil proceedings in a court of competent jurisdiction to enjoin violations of this Section; for monetary damages arising from violations of this Section; and to take all actions necessary to secure enforcement of any injunction and collect upon any damage award, judgment, or fine in contempt levied in relation to a violation of this Section.

* * *

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

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2017 - 139
Page 5

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 address the issues associated with passage of 131 Sub. H.B. 523 regarding the regulation of medical marijuana. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

 President of Council

Approved: _____
 Mayor

Date Passed: _____ Date Approved: _____

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

Attest: _____
 Clerk of Council

ORD. No. 2017-139. Amended: _____

1st Rdg. _____ Ref: _____

2nd Rdg. _____ Ref: _____

3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____

Adopted: _____ Repealed: _____

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 140

By: Mayor Perciak and Mr. Daymut

AN ORDINANCE AMENDING SECTION 1258.03 OF TITLE SIX OF PART TWELVE-PLANNING AND ZONING CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE IN ORDER TO ESTABLISH REGULATIONS FOR THE STORAGE, DISPLAY AND SALE OF VEHICLES IN A GENERAL BUSINESS DISTRICT, 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 Section 1258.03 of Chapter 1258 of Title Six of Part Twelve-Planning and Zoning Code of the Codified Ordinances of the City of Strongsville concerning Use Regulations; General Business District, be and is hereby amended to read in its entirety as follows:

1258.03 USE REGULATIONS; GENERAL BUSINESS DISTRICT.

Buildings and land shall be used, and buildings shall be designed, erected, altered, moved or maintained in whole or in part, in General Business Districts, only for uses set forth in the following schedules and regulations:

(a) Main Buildings and Uses Permitted.

- (1) Offices, stores, services and other use classifications as permitted in Local Business Districts;
- (2) Mortuaries (Funeral Homes);
- (3) Additional retail business stores and services conducted wholly within enclosed buildings and devoted to supplying the retail business needs of the community to the following extent:
 - A. Retail sales.
 1. The sale of all food; frozen food lockers;
 2. The sale of all general merchandise; dry goods, variety and department stores, but excluding the sale of items listed in Sections 1258.06(a)(4) and 1258.06(a)(5);
 3. The sale of all hardware, appliances, china, furniture, floor and wall covering, business equipment, music, radio and television, provided no loudspeakers broadcast outside the parcel;
 4. The sale of bicycles, sport and athletic equipment, pet shops;
 5. Wholesale offices and showrooms, with storage limited to samples;

6. The sale, serving and consumption of food, soft drinks, juices and ice cream in carry-out and sit-down restaurants whenever such use is within a business building located adjacent to another business building having one or more party walls and a common roof with one or more similar business buildings, but not as a separate business building or use, provided a conditional use permit is granted in accordance with the standards set forth in Section 1242.07. An outdoor eating area adjacent to and as an accessory use to the main building may be permitted provided a conditional use permit is granted in accordance with the standards set forth in Section 1242.07 of the Zoning Code.
7. Restaurants, taverns, night clubs, delicatessens, eating establishments, businesses permitting dancing and live entertainment, whenever such use is within a business building located adjacent to another business building having one or more party walls and a common roof with one or more similar business buildings but not as a separate building or use provided a conditional use permit is granted in accordance with the standards set forth in Section 1242.07 of this Zoning Code. An outdoor eating area adjacent to and as an accessory use to the main building may be permitted provided a conditional use permit is granted in accordance with the standards set forth in Section 1242.07 of the Zoning Code.
8. Individual retail business stores of 100,000 square feet and larger may be permitted a limited area to display merchandise outside the store building in an approved designated, self-contained, screened area provided a conditional use permit is granted in accordance with the provisions of Section 1242.07 of this Zoning Code.
9. The sale and/or exchange of propane canisters not exceeding twenty (20) pounds at freestanding "big box" stores exceeding 50,000 square feet gross floor area; and freestanding "super" drug stores exceeding 14,000 square feet gross floor area provided a conditional use permit is granted in accordance with the provisions of Section 1242.07 of this Zoning Code.
10. Brewpubs and microbreweries which include attached restaurant facilities for the on-site consumption of food and beverages provided that a conditional use

permit is granted in accordance with the standards set forth in Section 1242.07 of this Zoning Code.

~~(Ord. 2015-114. Passed 7-20-15.)~~

- B. Services.
1. Shops for custom work for the making of articles to be sold only at retail on the premises, excluding internal combustion engines;
 2. All personal service establishments without limitations on the number of persons engaged in such work, but excluding services listed in Section 1258.06(a)(6);
 3. Photographic developing, blueprinting, letter, job and newspaper printing, radio or television stations with ancillary transmittal towers, telephone exchanges, transformer stations;
 4. Bus passenger stations, taxi stations; and
 5. Veterinary office/out-patient clinic provided such use is a single use in a free-standing building with no dog runs and no overnight housing of animals.
- C. Churches. Buildings and land for churches provided that a conditional use permit is granted in accordance with the procedures and standards set forth in Section 1242.07 of this Zoning Code. To be located in a General Business District, a church shall be governed by and meet all requirements, standards and procedures of Chapter 1256 and other Codified Ordinance sections referenced therein.
- D. Child/Adult Day Care Centers. Buildings and land for child/adult day care centers, provided that a conditional use permit is granted in accordance with the procedures and standards set forth in Section 1242.07 of this Zoning Code.
- E. Exercise Facilities. Dance instruction, gymnastics, yoga, martial arts training, gymnasiums, and physical fitness centers, none of which shall exceed 5,000 square feet, provided that a conditional use permit is granted in accordance with the procedures and standards set forth in Section 1242.07 of this Zoning Code.
- F. Automotive Service Centers. Automotive Service Centers in accordance with the provisions of Section 1258.14 and provided a conditional use permit is granted in accordance with the standards set forth in Section 1242.07 of the Zoning Code.
- G. Training/Amusement Facilities.

~~(Ord. 2016-158. Passed 11-21-16; Ord. 2016-198. Passed 11-21-16.)~~

- (b) Similar Main Uses Permitted. Any other general business store, shop or service not listed above or in any subsequent use classification and determined as similar by the Planning Commission in accordance with the standards set forth in Section 1242.08.

- (c) Accessory Uses Permitted. Any accessory use such as storage of goods or processing operations which are clearly incident to conducting a retail business, office or service establishment or other permitted main use, provided that such accessory use serves solely as an accessory use to permitted main uses on the same zoning lot, and provided such an accessory use has no injurious effect on the adjoining residential districts. The following accessory uses are also permitted:
- (1) Accessory off-street parking and loading facilities as required in Chapter 1270 of this Zoning Code; and
 - (2) Signs in General Business Districts shall be designed, erected, altered, reconstructed, moved and maintained, in whole or in part, in accordance with the type, design size, location, illumination and other provisions set forth in Chapter 1272 of this Zoning Code.
 - (3) Crematories only as an integral component of a licensed mortuary (funeral home) provided a conditional use permit is granted in accordance with the standards set forth in Section 1242.07.
 - (4) Storage, display, and sale of vehicles associated with an adjacent automobile dealership on abutting property zoned Motorist Service (MS) provided that a conditional use permit is granted in accordance with the standards set forth in Section 1242.07 of the Zoning Code.**
~~(Ord. 2016-158. Passed 11-21-16; Ord. 2016-198. Passed 11-21-16)~~

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

Section 3. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is necessary to provide for the appropriate regulation of the storage, display and sale of vehicles in General Business Districts to ensure the safety and welfare of the general public. 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.

First reading: _____

Second reading: _____

Third reading: _____

Public Hearing: _____

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2017 - 140
Page 5

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
Clerk of Council

ORD. No. 2017-140 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

Pub Hrg. _____ ef: _____
Adopted: _____ eated: _____

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 141

By: Mayor Perciak and Mr. Daymut

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A MODIFICATION TO THE PROFESSIONAL SERVICES PROPOSAL AGREEMENT BETWEEN THE CITY OF STRONGSVILLE AND R.E. WARNER & ASSOCIATES, INC., IN CONNECTION WITH THE SR 237 (PROSPECT ROAD) AND ALBION ROAD INTERSECTION IMPROVEMENTS PROJECT, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Ordinance No. 2013-100, Council authorized the Mayor to enter into an agreement with R.E. Warner & Associates, Inc. for professional engineering design and consulting services (the "Proposal") for the SR 237 (Prospect Road) and Albion Road Intersection Improvements Project (the "Project"), in an amount not to exceed \$228,780.00; and

WHEREAS, due to budgetary constraints, the construction of the Project did not commence; and

WHEREAS, the City's Engineer has now recommended that in order for the Project to proceed, it would be in the best interests of the City to include modifications to the scope and cost of the Professional Services Proposal by R.E. Warner & Associates, Inc., so that the previous plans for the intersection improvements Project can be updated to current standards to complete the Project, and additionally, to provide for the replacement of the existing water main within the aforementioned intersection, all as more fully set forth in Exhibit "A" attached hereto and incorporated herein as if fully rewritten, and to provide additional payment for such modifications to the Proposal, in the total amount of \$47,500.00, for a new total Proposal of \$276,280.00.

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

Section 1. That the Mayor be and is hereby authorized and directed to enter into a modification to the Professional Services Proposal Agreement, in the total amount of \$47,500.00, as recommended by the City Engineer and requested by the City, reflected in Exhibit "A", and to direct the Director of Finance to make payment to **R.E. WARNER & ASSOCIATES, INC.**, in the additional amount of \$47,500.00, thereby increasing the total Proposal cost to \$276,280.00.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2017 - 141
Page 2

Section 2. That the funds necessary for this Ordinance have been appropriated and shall be paid from the Prospect/Albion Capital Improvement TIF Fund, and that the Director of Finance be and is hereby authorized and directed to issue the City's warrants for payment accordingly, and in accordance with the terms and conditions of the Proposal.

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 modifications to the scope of work and cost proposal, to facilitate payment to the contractor for additional work requested by the City, 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	_____	_____
Daymut	_____	_____
DeMio	_____	_____
Dooner	_____	_____
Schonhut	_____	_____
Short	_____	_____
Southworth	_____	_____

Attest: _____
 Clerk of Council

ORD. No. 2017-141 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

PROFESSIONAL SERVICES PROPOSAL

CITY OF STRONGSVILLE, OHIO SR 237 (Prospect Road) & Albion Road Intersection Improvements

PREPARED BY:
R.E. WARNER & ASSOCIATES, INC.
LA OFFICE PLAZA II, SUITE 200
25777 DETROIT ROAD
WESTLAKE, OHIO 44145
PHONE: (440) 835-9400
FAX: (440) 835-9474

SCOPE OF WORK

R.E. Warner provided Final Plans for the SR 237 (Prospect Road) and Albion Road Intersection Improvements project to the City of Strongsville in May 2014. The plans need to be updated to current standards to complete the project.

Additionally, approximately 900 LF of 12" water main on Prospect Road and approximately 850 LF of 12" water main on Albion Road needs to be replaced. The plans will be altered to include this work. Plan submissions will be made at various stages of completion for review and comment. Two progress review meetings will be held to review the design and plan preparation progress. Upon approval of the plans, we will proceed with preparing the final plans, details, quantities, technical specifications, legal advertisement, bid documents, final easement sketches and legal descriptions, final OPC, and prepare the 90% submission of complete plans to the City, Division of Water and utility agencies for final review and comment. Upon disposition of any final comments, we will complete the final construction plans, bid documents, applications will be finalized and submitted to the OEPA. Upon the disposition of all final City, agency, and utility comments and approval of the completed final plans and bid documents, we will prepare the 100% final tracings and agreed upon deliverables for approval.

SCHEDULE

A mutually agreed upon schedule and review times will be developed to meet the City's objectives for construction upon receipt of a written notice to proceed.

PRICE PROPOSAL

Our services covered herein shall be provided for a lump sum amount of **\$47,500** plus expenses. Of this fee, \$10,000 is to update the plans to current standards, and \$37,500 is for the watermain replacement plans.

Previous Contract	\$228,780
Change Order Amount	\$47,500
New Total Contract Amount	\$276,280

PROFESSIONAL SERVICES PROPOSAL

Mr. Ken Mikula, P.E.
City of Strongsville

June 29, 2017
Page 2 of 2

METHOD OF PAYMENT

Payment for our services shall be monthly. Our invoices will be based upon our estimate of the proportion of the total services actually completed at the time of billing including any direct costs incurred at the time of invoicing.

TERMS AND CONDITIONS

All work shall be done in accordance with the terms and conditions agreed upon in the original contract.

ACCEPTANCE

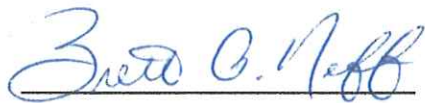
To indicate your acceptance of this change order, please sign below and return one copy to us.

=====

ACKNOWLEDGED AND ACCEPTED

R.E. WARNER & ASSOCIATES, INC.

By



Brett A. Neff

Title

Senior Vice President

Date

June 29, 2017

=====

ACKNOWLEDGED AND ACCEPTED

CITY OF STRONGSVILLE

By

Thomas P. Perciak

Title

Mayor

Date

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 142

By: Mayor Perciak and Mr. Daymut

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN ADDITIONAL GRANT OF EASEMENT FOR SANITARY SEWER SYSTEM PURPOSES WITH TRUE NORTH ENERGY, LLC, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Strongsville owns certain real estate located near Royalton Road in the City, and known as Permanent Parcel No. 399-02-005 (the "Easement Area"); and

WHEREAS, by and through Ordinance No. 2017-047, this Council authorized the Mayor to enter into a Grant of Easement for Sanitary Sewer System Purposes with True North Energy, LLC ("True North"), located at 15635 Royalton Road, for True North's construction of a sanitary sewer system with appurtenances, in connection with requirements to abandon an existing septic system on their property in order to tie into the City's sanitary sewer main, and the necessity to work on City property and requiring access thereto; and

WHEREAS, due to unforeseen existing field conditions, True North must relocate their proposed sanitary sewer line, and is now requesting an additional Grant of Easement from the City; and

WHEREAS, therefore, the City of Strongsville (the "Grantor") wishes to grant and True North Energy, LLC (the "Grantee") wishes to accept an additional Grant of Easement for Sanitary Sewer System Purposes for the purposes of construction, reconstruction, maintenance, repair and operation of a sanitary sewer system with appurtenances, all as more fully set forth on Exhibit "A", attached to Exhibit "1" and incorporated herein; and

WHEREAS, such sanitary sewer system will also remain a private line for the use of True North Energy, LLC.

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

Section 1. That this Council hereby authorizes the Mayor to enter into an additional Grant of Easement for Sanitary Sewer System Purposes, as more fully set forth in Exhibit "1" attached hereto and incorporated herein by reference, with True North Energy, LLC, for the purposes of constructing, reconstructing, maintaining, operating and repairing a sanitary sewer system.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 - 142

Page 2

Section 2. That the Clerk of Council and/or City Engineer be and are hereby authorized and directed to cause recording of the Grant of Easement with the Cuyahoga County Fiscal Office after its execution.

Section 3. That the funds for the purposes of recording said document have been appropriated and shall be paid from the General Fund.

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

Section 5. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare, and for the further reason that the aforesaid additional easement be granted by the City to provide further access to the aforesaid property, to assure the proper development of lots and lands 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.

_____ Approved: _____
President of Council Mayor

Date Passed: _____ Date Approved: _____

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

Attest: _____
Clerk of Council

ORD. No. 2017-142 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

**GRANT OF EASEMENT
FOR
SANITARY SEWER SYSTEM PURPOSES**

This Easement Grant is made between the **CITY OF STRONGSVILLE**, a municipal corporation, located at 16099 Foltz Parkway, Strongsville, Ohio 44149 (hereinafter referred to as the "Grantor"), and **TRUE NORTH ENERGY, LLC**, a limited liability company, located at 15635 Royalton Road, Strongsville, Ohio 44136 (hereinafter referred to as the "Grantee").

WHEREAS, the Grantor is the owner in fee simple of certain real estate located in the City of Strongsville, Ohio and known as Permanent Parcel No. 399-02-005; and

WHEREAS, the Grantee proposes to construct or cause to be constructed a sanitary sewer system with appurtenances and related appliances and facilities; and

WHEREAS, the Grantor wishes to grant and the Grantee wishes to accept an easement for the purposes of constructing, reconstructing, maintaining, operating and repairing a sanitary sewer system and appurtenances;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) the receipt of which is hereby acknowledged, the following grants, agreements, and covenants are made:

The Grantor hereby gives, grants, bargains and conveys to the Grantee, its successors and assigns a perpetual easement and right to enter upon the premises (herein called the "Easement Area") described in Exhibit "A," attached hereto and incorporated herein by reference, and to remove and/or replace trees where necessary for the purposes of constructing, reconstructing, maintaining, operating and repairing a sanitary sewer system, and to construct, reconstruct, maintain and operate and to make all repairs to such sanitary sewer system connected herewith, that in the opinion of the proper local authorities of the City of Strongsville, its successors or assigns, may be necessary or advisable, in order to maintain or operate said sanitary sewer system in accordance with the ordinances, rules and regulations for the management and protection of such system, now in force or that may hereafter be adopted.

The Grantor and Grantee further do hereby agree that Grantee will construct and install said sanitary sewer system in accordance with the plans and specifications to be approved by the City Engineer of the City of Strongsville and in accordance with the provisions, rules, regulations and requirements of the City of Strongsville, and further

agree that Grantee will pay the entire cost of said construction and installation of said sanitary sewer system.

Grantor acknowledges and agrees that Grantee shall not be obligated to maintain landscaping and/or lawn areas within the Easement Area.

The Grantor hereby restricts said premises within the limits of the above-described easement against the construction thereon of any temporary or permanent structures.

The Grantor agrees to keep the Easement Area free of materials, equipment, vehicles, trees, shrubbery, and any other obstructions which would interfere with Grantee's access to or maintenance of the sanitary sewer system. Grantor further agrees to make no alterations to the Easement Area which would increase or reduce the depth of the sanitary sewer system or in any way affect the system.

If the Grantee, its successors or assigns, desires to alter the Easement Area in any way other than as expressly permitted herein, the Grantee or its successors or assigns, must obtain the prior written approval of the Grantor. Upon receipt of such approval, the Grantee will, at its own expense, relocate or reconstruct all or any portion of the sanitary sewer system which is affected by such alteration and, where necessary, obtain a new easement of not less than the width of the Easement under the same terms and conditions as herein provided. The relocated or reconstructed sanitary sewer system, upon completion and approval by the Grantor, subject to the above, remain the property of the Grantee.

The Grantee further agrees that the Grantor, its officers, employees, agents, contractors and/or assigns shall be relieved of all liability on account of the construction, placement, operation, maintenance, repair, reconstruction and relocation of said sanitary sewer system, and Grantee hereby defends, indemnifies and guarantees to save and hold harmless the Grantor, its officers, employees, agents, contractors and/or assigns against any expense, cost or damage to said sanitary sewer system or the Easement Area, or injuries to any third parties, that said Grantee, its successors or assigns may at any time cause by their negligent installation, construction, reconstruction, maintenance, repair, or other negligent use of the premises within the limits of the above-described easement.

The Grantor hereby reserves the right to use the Easement Area for such uses as are not expressly prohibited by or inconsistent with the terms of the Easement.

The Grantor covenants with the Grantee that it is well-seized of the Easement Area as good and indefeasible estate in fee simple, and has the right to grant and convey the Easement and the Easement Area in the manner and form herein written. The Grantor further covenants that it will warrant and defend the Easement Area with the appurtenances thereunto belonging and this Easement to Grantee, its successors and assigns, its successors and assigns, against all lawful claims and demands whatsoever for the purposes described herein.

The parties hereto agree that this Grant of Easement embodies the complete understanding of the parties, and that no changes in this Agreement shall be made unless such changes are in writing, approved and subscribed by the parties hereto or their appropriate successors and assigns.

This Agreement will be binding upon and inure to the benefit of the parties, their respective heirs, legal representatives, successors and assigns.

At any time and from time to time, Grantee may assign all or any portion of its interest in the Easement or the Easement Area to one or more individuals or entities. Effective on the date of any such assignment, the obligations and duties of Grantee hereunder will terminate, except with respect to acts or omissions arising prior thereto.

TO HAVE AND TO HOLD the above granted easement for the purposes above-mentioned unto Grantee and its successors and assigns, forever.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 2017.

Signed and acknowledged in the presence:

"GRANTOR"
CITY OF STRONGSVILLE

By: _____
Thomas P. Perciak
Its: Mayor _____

Rock Turner _____

"GRANTEE"
TRUE NORTH ENERGY, LLC

By: [Signature]
Its: President _____

STATE OF OHIO)
) ss:
COUNTY OF CUYAHOGA)

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

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Strongsville, Ohio, this ____ day of _____, 2017.

Notary Public

STATE OF OHIO)
)
COUNTY OF CUYAHOGA)

ss:

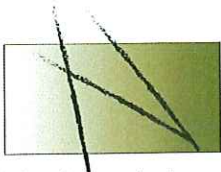
LAURA SCOTT, Notary Public
State of Ohio
My Commission Expires April 13, 2020
Laura Scott

Before me, a Notary Public in and for said County and State, personally appeared the above-named **TRUE NORTH ENERGY, LLC**, by Mark E Lyden, its president, who acknowledged that he/she did sign the foregoing instrument and that the same is his/her free and voluntary act and deed.

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal at Brecksville, OH at 8:10 AM, this 29th day of August, 2017.

Laura Scott

Notary Public



NEFF
& ASSOCIATES

Civil Engineers + Landscape Architects + Planners + Surveyors

Legal Description
15 Ft. Sanitary Sewer Easement
August 15, 2017
File No. 13896-LD002
Page 1 of 1

Situated in the City of Strongsville, County of Cuyahoga, State of Ohio and known as being part of Original Strongsville Township Lot No. 25 and more described as, Kilmer and Rouffus Strongsville Gardens Subdivision, Proposed:

Beginning at a 1" iron pin monument on the center line of Royalton Road S.R. 82 (Width Varies);

Thence North 88°58'43" East, along said centerline of Royalton Road, a distance of 93.33 feet;

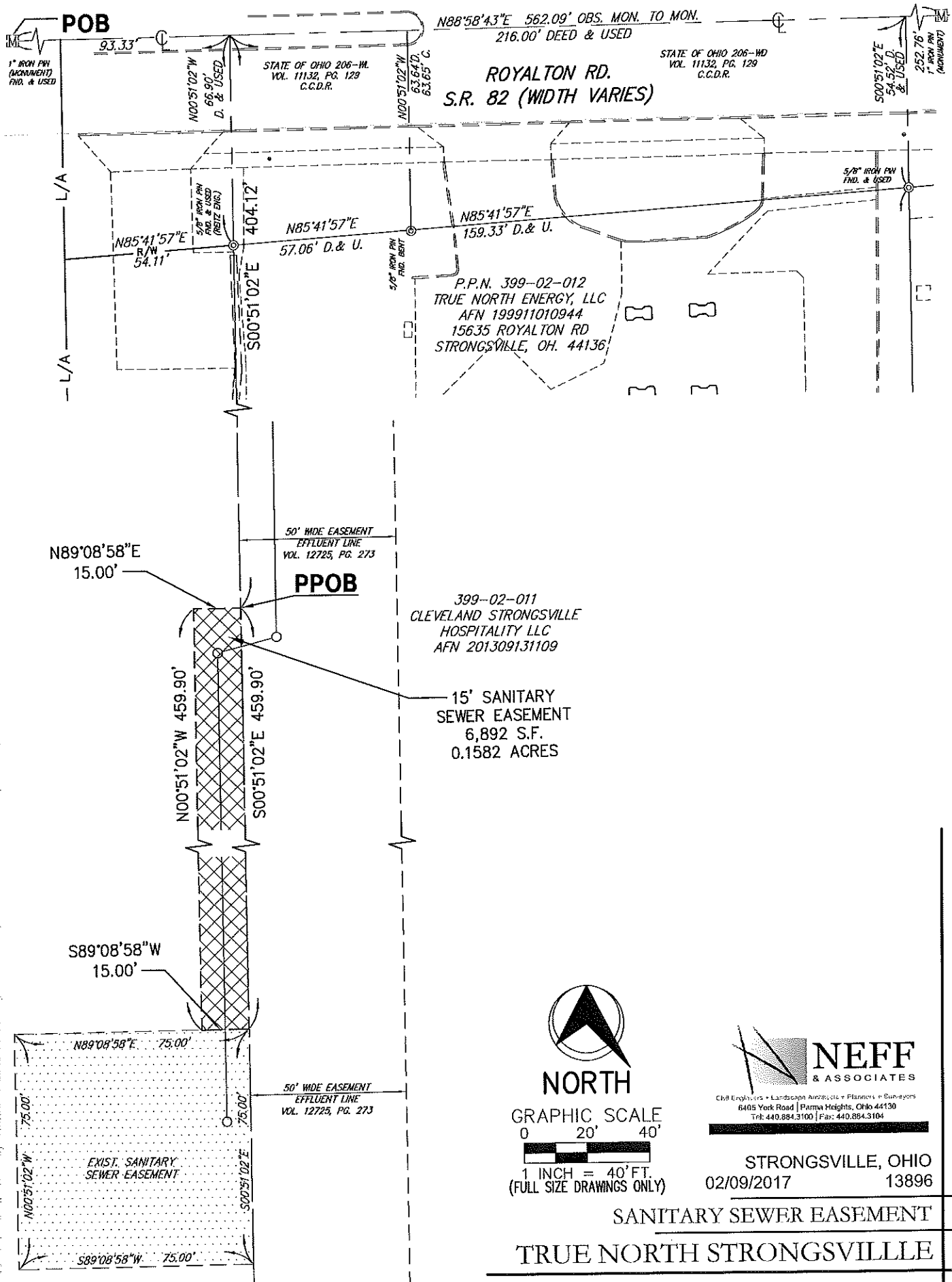
Thence South 00°51'02" East, a distance of 404.12 feet, along the Westerly line of a parcel of conveyed to True North Energy, LLC by deed recorded in A.F.N. 199911010944 of Cuyahoga County Deed Records and continuing along the Westerly line of a parcel of land conveyed to Cleveland Strongsville Hospitality LLC, P.P.N. 399-02-011, by deed recorded in A.F.N. 201309131109, and said point being the principal place of beginning of the parcel herein described;

- Course 1 Thence South 00°51'02" East, continuing along the Westerly line of said Cleveland Strongsville Hospitality LLC parcel, a distance of 459.90 feet;
- Course 2 Thence South 89°08'58" West, a distance of 15.00 feet;
- Course 3 Thence North 00°51'02" West, a distance of 459.90 feet;
- Course 4 Thence North 89°08'58" East a distance of 15.00 feet to the principal place of beginning and containing 0.1582 Acres (6,892 Square Feet) of land, according to a survey made by Thomas J. Neff, Jr. Registered Surveyor No. 7065-Ohio in January of 2016.

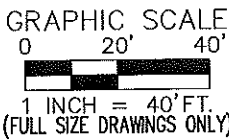
The basis of bearings for the premises surveyed is NAD83 (CORS96) Ohio State Plane Coordinate System, North Zone (3401).

Be the same more or less, but subject to all legal highways and easements of record.

NO. AND DATE OF PREVIOUS SURVEY: STRONGSVILLE SURVEY 13886-72-ESMITS.dwg, B. 15, 2017 10:26:04 AM, Steve Metzger



NORTH



Civil Engineers • Landscape Architects • Planners • Surveyors
6405 York Road | Parma Heights, Ohio 44130
Tel: 440.884.3100 | Fax: 440.884.3104

STRONGSVILLE, OHIO
02/09/2017 13896

SANITARY SEWER EASEMENT
TRUE NORTH STRONGSVILLE

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 143

By: Mr. Daymut

AN ORDINANCE WAIVING APPLICATION OF CERTAIN RETAINAGE PAYMENT REQUIREMENTS UNDER STRONGSVILLE CODIFIED ORDINANCES SECTION 210.02 AND PROVISIONS OF THE CONTRACT BETWEEN THE CITY OF STRONGSVILLE AND MARK HAYNES CONSTRUCTION, INC., IN CONNECTION WITH THE 2016 COURTLAND CULVERT REPLACEMENT PROJECT; AUTHORIZING THE MAYOR, CITY ENGINEER AND DIRECTOR OF FINANCE TO RELEASE 50% OF THE CURRENT RETAINAGE, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Ordinance No. 2016-143, Council authorized the Mayor to enter into a contract with Mark Haynes Construction, Inc. ("Haynes") for the 2016 Courtland Culvert Replacement Project, in the amount of \$663,635.00; and

WHEREAS, by and through Ordinance No. 2016-231, the City, as recommended by the City Engineer, determined it would be in the best interests of the City to approve Change Order No. 1 to include as a part of the Project certain additional work requested by the City, and all required for the Project to continue, in the total amount of \$21,238.50; and

WHEREAS, to date, the City has held as retainage for the entire Project the amount of \$67,508.58 arising from said contract in accordance with Strongsville Codified Ordinances ("SCO") Section 210.02; and

WHEREAS, SCO Section 210.02 specifically provides in part, "The Municipality will retain ten percent of the amount of the monthly estimates until final completion and acceptance of all work or delivery of all materials required by the contract. Such amounts will be retained by the Municipality as a guarantee that the contractor will faithfully and completely fulfill and execute all the obligations and conditions imposed by any such contract and to indemnify the Municipality for any damage caused to the Municipality by reason of any failure or breach on the part of the contractor to fulfill such conditions and obligations.", which provision is also part of and governs the contract between Haynes and the City; and

WHEREAS, Council is informed that the project work is substantially completed with the new culvert in use, but remains subject to final adjustments including a punch list and final contract close-out requirements; and

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2017 – 143
Page 2

WHEREAS, the City's Engineer has now reviewed Haynes' request for payment of 50% of the entire retainage being held by the City, along with other documentation attached hereto as Exhibits A, B, C and D, including the Affidavit and Certification of Haynes concerning status of payments to its subcontractors, materialmen and employees, the Affidavit of Compliance with regard to conformance with Prevailing Wages, and the Consent of the Surety to Reduction in or Partial Release of Retainage, and are accordingly recommending approval of the partial release of retainage at this time in the amount of \$33,754.29.

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

Section 1. That the Council finds and determines that under the circumstances, it would be fair, equitable and in the best interests of the City to waive application of certain retainage provisions, in part, as contained in SCO 210.02 and as incorporated into the contract of the parties, in order to permit release of one-half of the retainage prior to final contract closeout and formal acceptance of all work on the project.

Section 2. That further the Mayor, City Engineer and Director of Finance are hereby authorized and empowered to do whatever is necessary to promptly release 50% of the retainage in the amount of \$33,754.29 to the contractor, **MARK HAYNES CONSTRUCTION, INC.**, but specifically to continue to hold the remaining 50% of the retainage in the amount of \$33,754.29, consistent with the requirements of SCO 210.02 and the contract, until all final requirements are met in accordance with the contract and law.

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 facilitation of final contract and project closeout, safe roads within the City, to avoid potential legal entanglements, and conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

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

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2017 - 143
Page 3

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

Attest: _____
Clerk of Council

ORD. No. 2017-143. Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

Owner: City of Strongsville

Contractor's Name:

Mark Haynes Construction, Inc.

Project Name/Address:

3130 State Route 18
Norwalk, Ohio 44889

Application Period: Retainage 50%

Application No.: 7

Contractor's Project No.: 2516

Contractor's Invoice Number: 419-563-245Z

Engineer Project No.: 7

Contractor's Invoice Number: 7


Owner's Contract No.:

Invoice Date: 8/28/2017

Change Order Summary		
Number	Approved Change Orders Additions	Deductions
CO1	\$21,238.50	
TOTALS	\$21,238.50	\$0.00
NET CHANGE BY CHANGE ORDERS		\$21,238.50

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:  (Contractor) 8/28/2017

Payment Details

1. ORIGINAL CONTRACT PRICE	\$	663,635.00
2. Net change by Change Orders	\$	21,238.50
3. CURRENT CONTRACT PRICE (Line 1 ± 2)	\$	684,873.50
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)	\$	675,085.84
5. RETAINAGE:		
a. 10 % x Work Completed (Column D on Progress Estimate)	\$	-
b. 8% x Stored Material (Column E on Progress Estimate)	\$	33,754.29
c. Total Retainage (Line 5a + Line 5b)	\$	33,754.29
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	\$	641,331.55
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$	607,577.26
8. AMOUNT DUE THIS APPLICATION	\$	33,754.29
9. BALANCE TO FINISH, PLUS RETAINAGE	\$	
(Column G on Progress Estimate + Line 5 above)	\$	33,754.29

Approval Section

Payment of: \$ _____
(Line 8 or other - attach explanation of other amount)

is recommended by: _____ (Date) _____

Payment of: \$ _____
(Line 8 or other - attach explanation of other amount)

is approved by: _____ (Owner) _____ (Date) _____

is approved by: _____ (Funding Agency (if applicable)) _____ (Date) _____



STATE OF OHIO)

COUNTY OF Huron)

) SS:

AFFIDAVIT AND WAIVER OF LIEN
(Final Payment)

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.

Mark Haynes being first duly sworn says that he/she is the President of Mark Haynes Construction, Inc.
(Authorized Officer)
(hereinafter referred to as the "Company") and is familiar with the following facts stated herein:

1. The Company performed services; labor, and/or furnished material, machinery, equipment, and fuel (hereinafter referred to as "Work") on a Project for the construction of certain buildings and/or improvements known as Courtland Culvert Replacement property owned by City of Strongsville (hereinafter referred to as "Owner"), and located at Strongsville, Ohio
(hereinafter called the "Property").

2. The Company has a contract with and has provided Work for City of Strongsville as a Contractor
(Name of Owner, Contractor, Subcontractor) (Contractor, Subcontractor, Materials, Supplier)

3. All laborers, materialmen and Subcontractors of the company have been paid for Work furnished by them to the Company for the Project to the full extent that sums were due to said parties and for which the Company has previously received payment for Work so furnished by said parties.

4. The total amount invoiced to date (including the current invoice amount) by the Company to City of Strongsville is six Hundred Seventy-Five Thousand Eighty-Five and Eighty-Four Cent s Dollars
(Name of Owner, Contractor, Subcontractor)
(\$ 675,085.84).

The balance currently due and unpaid to the Company (including the current invoice amount) by the Company to Mark Haynes Construction, Inc. is one Hundred Three Thousand Three Hundred Twenty-Six & one cent Dollars (\$ 103,326.01). Without waiving for mechanic's lien or other purposes the priority of the date that the Company first commenced performing Work for the Project, the Company agrees that upon the payment to it of said current invoice amount, the Company hereby waives and releases: (a) all liens and lien claims and rights against the property and funds of the Owner, and (b) all claims against the Owner with respect to amounts due from the Owner for the Company.

5. The Company represents that it is not aware of any mechanic's lien having been filed by or presently threatened to be filed by any party having provided Work for the Company against the Property or funds of the Owner.

6. The total amount invoiced to date (including the current invoice amount) by the Company is six Hundred Seventy-Five Thousand Eighty-Five and Eighty-Four Cent s Dollars (\$ 675,085.84).

[Signature]
Individual's Signature

Sworn to before me and subscribed in my presence this 3 day of July, 2017.

[Signature]
Notary Public



GLORIA J. NISSEN
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires
March 19, 2018



AFFIDAVIT OF CONTRACTOR
OR SUB-CONTRACTOR
PREVAILING WAGES

I, Mark Haynes President
(Name of person signing Affidavit) (Title)

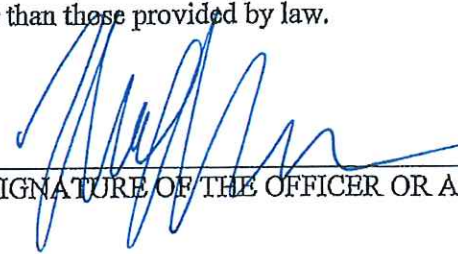
of the Mark Haynes Construction, Inc., do hereby certify that the wages paid to all Employees for the full number of hours worked in connection with the CONTRACT to: the Improvement, Reconstruction and Construction of:

Strongsville - Courtland Culvert Replacement
(Project and Location)

during the following period from 10-3-16 to 6-30-17

is in accordance with the prevailing wage prescribed by the Contract Document.

I further certify that no rebates or deductions for any wages due any person have been directly or indirectly made other than those provided by law.


(SIGNATURE OF THE OFFICER OR AGENT)

SWORN TO and subscribed in my presence this 3 day of July, 2016.



Gloria J. Nissen
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires
March 19, 2020
(Notary Public)

The above Affidavit must be executed and sworn to by the Officer or Agent or the CONTRACTOR or SUBCONTRACTOR who supervises the payment of Employees, before the Owner will release the Surety and/or make a final payment due under the terms of the CONTRACT.

**CONSENT OF SURETY
TO REDUCTION IN OR
PARTIAL RELEASE OF RETAINAGE**

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

AIA DOCUMENT G707 A

Bond No. SSB0429819

PROJECT:
(name, address) 2016 Courtland Culvert Replacement

TO (Owner)

┌
City of Strongsville
16099 Foltz Parkway
Strongsville, OH 44149
└

ARCHITECT'S PROJECT NO:

CONTRACT FOR: \$675,085.84

CONTRACT DATE: July 28, 2016

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(here insert name and address of Surety as it appears in the bond.)

RLI Insurance Company
9100 South Hills Blvd, Suite 350 Broadview Heights, OH 44147

, SURETY,

on bond of (here insert name and address of Contractor as it appears in the bond)

Mark Haynes Construction, Inc.
3130 State Route 18 Norwalk, OH 44857

, CONTRACTOR,

hereby approves the reduction in or partial release of retainage to the Contractor as follows:

reduce retainage from 10% to 5%

The Surety agrees that such reduction in or partial release of retainage to the Contractor shall not relieve the Surety
of any of its obligations to (here insert the name and address of Owner)

City of Strongsville
16099 Foltz Parkway Strongsville, OH 44149

, OWNER,

as set forth in the said Surety's bond.

IN WITNESS WHEREOF,
the Surety has hereunto set its hand this 29th day of August, 2017

RLI Insurance Company

Surety

Mary Ann Copley
Signature of Authorized Representative

Mary Ann Copley Attorney-in-Fact

Title Surety Phone No. 440-746-0999

Attest:
(Seal): Nicole Green

Nicole Green





9025 N. Lindbergh Dr. | Peoria, IL 61615
Phone: (800)645-2402 | Fax: (309)689-2036

POWER OF ATTORNEY

RLI Insurance Company

Contractors Bonding and Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That this Power of Attorney may be effective and given to either or both of RLI Insurance Company and Contractors Bonding and Insurance Company, required for the applicable bond.

That RLI Insurance Company and/or Contractors Bonding and Insurance Company, each Illinois corporations (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

Bruce W. Lockhart, David J. Black, Jeremy S. Ball, Louis A. Colagrossi, Mark N. Coleman, Mary Ann Copley, Lori A. Proch, Gary E. Roadruck, Stephanie A. Rook, Linka V. Roeser, Kyp L. Ross, Faith A. Studeny, Kathy Van Tassel, Elaina M. McGrath, Teresa Bennett, Sue A. Brandal, jointly or severally

in the City of Richfield, State of Ohio, as Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars (\$10,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

RLI Insurance Company and Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of the Resolution adopted by the Board of Directors of each such corporation, and now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."

IN WITNESS WHEREOF, RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 9th day of March, 2017.

State of Illinois }
County of Peoria } SS



RLI Insurance Company
Contractors Bonding and Insurance Company
B.W.D.
Barton W. Davis Vice President

On this 9th day of March, 2017, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and/or Contractors Bonding and Insurance Company, and acknowledged said instrument to be the voluntary act and deed of said corporation.

CERTIFICATE
I, the undersigned officer of RLI Insurance Company, and/or Contractors Bonding and Insurance Company, each Illinois corporations, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this 29th day of August, 2017.

Jacqueline M. Bockler
Jacqueline M. Bockler Notary Public

RLI Insurance Company
Contractors Bonding and Insurance Company
B.W.D.
Barton W. Davis Vice President



CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 144

By: Mr. Daymut

AN ORDINANCE ACCEPTING CERTAIN LANDS WITHIN FIELDSTONE PRESERVE SUBDIVISION PHASE 3-THE ENCLAVE AT FIELDSTONE PRESERVE FOR DEDICATION TO PUBLIC USE; ACCEPTING CERTAIN PUBLIC UTILITIES CONSTRUCTED THEREIN AND AUTHORIZING AND DIRECTING THE ACTS REQUIRED IN FURTHERANCE THEREOF, AND DECLARING AN EMERGENCY.

WHEREAS, Pulte Homes of Ohio, LLC (hereinafter referred to as "Developer"), owner of Fieldstone Preserve Subdivision Phase 3-The Enclave at Fieldstone Preserve, is offering to the City of Strongsville for dedication to public use certain lands for streets, drives, roads, and easements (the "Public Rights-of-way"), as shown on the plat for the Subdivision (the "Subdivision Plat"); and

WHEREAS, the Developer is offering to the City of Strongsville for acceptance certain public utilities, public sanitary and storm sewers, and appurtenances constructed above and beneath the surface of the ground within the aforesaid lands (the "Public Improvements") as shown in the improvements plans for said subdivision approved by the City Engineer on February 23, 2017, and on file with the City Engineer (hereinafter referred to as "Improvement Plans"); and

WHEREAS, the City Engineer has reported that certain of the Public Improvements, including street pavements, curbs, sanitary sewer systems, storm sewer systems, and water mains as shown on the Subdivision Plat and described in the Improvement Plans have been completed, and that the installation of sidewalks and certain miscellaneous items on the private properties of eight (8) homes on Whitemarsh and Martins Lanes have not been completed.

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

Section 1. That Council finds and determines that it is in the public interest to accept for dedication to public use the Public Rights-of-way prior to the completion of the installation of sidewalks and certain miscellaneous items on eight (8) private properties on Whitemarsh and Martins Lanes, provided that the Developer shall provide separate performance bonds in amounts that shall be no less than 100% of the estimated cost of completing such sidewalks and certain miscellaneous items on eight (8) private properties on Whitemarsh and Martins Lanes, as determined by the City Engineer conditioned upon the full completion of the aforesaid improvements to be

constructed and/or installed in such Public Rights-of-way no later than October 31, 2017 for the work on the Whitemarsh and Martins Lanes properties, and September 5, 2018 for the sidewalks; and provided that, upon completion of such sidewalk improvements and miscellaneous items on the private properties on Whitemarsh and Martins Lanes, the Developer provides to the City a bond securing or guaranteeing the maintenance of such sidewalk improvements and miscellaneous items on the private properties on Whitemarsh and Martins Lanes for a period not less than two years from and after the effective date of the subsequent ordinance accepting such sidewalk improvements and miscellaneous items on the private properties on Whitemarsh and Martins Lanes, in a sum no less than 10% of the cost of the installation of such sidewalk improvements and miscellaneous items on the private properties on Whitemarsh and Martins Lanes, which in all other respects are hereby approved.

Section 2. That all of the Public Rights-of-way offered to the City of Strongsville be and are hereby accepted by the City of Strongsville and dedicated to public use, subject to the conditions set forth in Section 1 of this Ordinance, and provided that the Developer provides to the City a bond securing or guaranteeing the maintenance of the Public Improvements for a period of not less than two years from and after the effective date of this Ordinance in a sum not less than 10% of the cost of installation of the improvements.

Section 3. That all of the Public Improvements constructed above and beneath the surface of the ground within the aforesaid Public Rights-of-way, all as shown on the Improvement Plans, except private storm and sanitary sewers, utilities, and appurtenances which do not serve the general public, the sidewalks to be constructed, and the miscellaneous items on the eight (8) private properties on Whitemarsh and Martins Lanes in said Subdivision, be and are hereby accepted by the City of Strongsville, subject to the provisions of this Ordinance.

Section 4. That the Clerk of Council be and is hereby authorized and directed to execute the acceptance and dedication on the Subdivision Plat upon determination that the City is in receipt of the required bonds or deposits and the Developer's deposit of such sums as are required to pay existing taxes, liens, or other assessments which are a lien upon any of the lands to be accepted or dedicated by this Ordinance, and to pay the fees to effect recording with the Fiscal Officer of Cuyahoga County.

Section 5. That the City Engineer be and is hereby authorized and directed to cause said Subdivision Plat to be filed for record with the Fiscal Officer of Cuyahoga County as provided by law, upon the Engineer's determination that, as of the date and hour of such filing the City, or its authorized agent, is in receipt of a statement of title guarantee in an amount of One Thousand Dollars (\$1,000.00) issued by a title company approved by said Engineer showing title to all lands dedicated to public use shown on the Subdivision Plat to be good in the name of the City of Strongsville, free and clear of any easements, taxes, liens, assessments, or other encumbrances of any

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2017 - 144
Page 3

kind except as set forth in this Ordinance, and that any and all required bonds and deposits have been submitted and approved.

Section 6. That this Council further directs that such sums as shall be required to pay existing taxes, liens, or other assessments which are a lien upon any of the lands to be dedicated in this subdivision shall be deposited with the City of Strongsville before the evidence of acceptance of the City of Strongsville is entered upon the dedication.

Section 7. 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 8. 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. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

_____ Approved: _____
 President of Council Mayor

Date Passed: _____ Date Approved: _____

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

Attest: _____
 Clerk of Council

ORD. No. 2017-144. Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 145

By: Mayor Perciak and Mr. Daymut

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A MODIFICATION TO THE PROFESSIONAL DESIGN ENGINEERING SERVICES CONTRACT BETWEEN THE CITY OF STRONGSVILLE AND TMS ENGINEERS, INC., IN CONNECTION WITH THE CITY-WIDE TRAFFIC SIGNAL SYSTEM UPGRADE PROJECT (PID NO. 67602), AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Ordinance No. 2014-233, Council authorized the Mayor to enter into a contract with TMS Engineers, Inc. for professional engineering design and consulting services for the City-wide Traffic Signal System Upgrade Project (the "Project"), in an amount not to exceed \$418,600.00; and

WHEREAS, in addition, by and through Ordinance No. 2016-226, Council authorized the filing of an application for Transportation for Livable Communities Initiative Implementation (TLCI) grant funding assistance with the Northeast Ohio Areawide Coordinating Agency (NOACA) in connection with City of Strongsville intersection improvements at Pearl Road and Royalton Road and other areas within the Town Center District to improve pedestrian and bicycle safety, which will include improvements to, among other things, pedestrian signalization; and

WHEREAS, the City was notified by NOACA that such funding assistance was approved in the amount of \$141,000.00; and

WHEREAS, therefore, the City's Engineer has now recommended that in order to complete the construction plans for the work included in the scope for the TLCI program, the plans for the City-wide Traffic Signal System Upgrade will need to include modifications to the scope and cost of the Professional Design Engineering Services Proposal by TMS Engineers, Inc., all as more fully set forth in Exhibit "A" attached hereto and incorporated herein as if fully rewritten, and to provide additional payment for such modifications to the contract, in the total amount of \$121,100.00, for a new total proposal of \$539,700.00.

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

Section 1. That the Mayor be and is hereby authorized and directed to enter into a modification to the Professional Design Engineering Services contract, in the total amount of \$121,100.00, as recommended by the City Engineer and requested by the City, reflected in Exhibit "A", and to direct the Director of Finance to make payment to **TMS ENGINEERS, INC.**, in the additional amount of \$121,100.00, thereby increasing the total contract cost to \$539,700.00.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2017 - 145
Page 2

Section 2. That the funds necessary for this Ordinance have been appropriated and shall be paid from the General Capital Improvement Fund and the TIF Capital Improvement Fund.

Section 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this 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 modifications to the scope of work and cost proposal, to facilitate payment to the contractor for additional work requested by the City, 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.

_____ Approved: _____
 President of Council Mayor

Date Passed: _____ Date Approved: _____

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

Attest: _____
 Clerk of Council

ORD. No. 2017-145 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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



TMS Engineers, Inc.

Transportation Management Services

2112 Case Parkway South, #7 • Twinsburg, Ohio 44087

www.TMSEngineers.com

August 30, 2017

Mr. Kenneth P. Mikula, P.E.
City Engineer
City of Strongsville
16099 Foltz Parkway
Strongsville, Ohio 44149

**Re: Contract Modifications for Professional Design Engineering Services -
City Wide Traffic Signal System Upgrade Project
City of Strongsville**

Dear Mr. Mikula:

This correspondence is in reference to your request for a proposal for professional design services for the NOACA TLCI safety project. We have obtained a quotation from Euthenics for the majority of the design work, however there will be some effort on our part for traffic signal inclusion in this separate construction project. Our work also includes the modification of the City Wide Signal Project Plans to incorporate the improvements that will be in place from this project. The following is a description of our work effort, time schedule and compensation requirements in order to prepare the design work based upon this scope of services.

SCOPE OF WORK

The scope of work includes providing engineering and surveying services for final plans, cost estimates, and detailed specifications for improvements associated with the City of Strongsville Town Center District Transportation for Livable Communities Initiative (TLCI).

The base mapping created by Euthenics for the Strongsville Signal Project will be updated for changes in site conditions and expanded as needed for this project. Anticipated plan sheets include the following: Title Sheet, General Notes, General Summary, Typical Sections, Plan View Only (i.e. no profile) Sheets, Freedom Trail Wayfinding Signage Plan and Maintenance of Traffic Plans. Cost estimates and pay quantities will be developed to ODOT format. Roadway pavement marking plans, roadway signing plans and signal plans will be included with TMS Engineers work tasks. The following is a detailed description of the scope of work.

1. Pearl Road / Royalton Road Intersection

Develop final plans and specifications for refuge islands at the east, south and west approach of the intersection as generally depicted on page 20 of NOACA's "Strongsville Town Center District Development Plan", and attached hereto as Exhibit "A". The approximate lengths of refuge islands are as follows: east approach

Mr. Kenneth P. Mikula, P.E.

August 30, 2017

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(75 feet), south approach (100 feet), west approach (100 feet). The current traffic signal design in the City Wide project will be modified to place pedestrian facilities in the islands. The modified design would be constructed as part of this project. We anticipate the need for a new catch basin at the low end of the refuge island where water will concentrate for the east approach. The concentrate flow should be intercepted prior to the end of the island where it would otherwise drain across to the adjacent lane. A storm sewer profile will be provided at this location. This intersection has very high traffic volumes on both routes. The anticipated maintenance of traffic scheme consists of temporarily reducing lane widths in order to provide contractor access and work area for the west and south approaches. Lane closure will likely be required to construct the island at the east approach. Temporary traffic signals and adjustments to existing signal timings and phasing are not anticipated.

2. Pearl Road / Westwood Drive Intersection

Develop final plans and specifications for stamped concrete crosswalks at all approaches of the intersection. The existing asphalt within the crosswalk will be milled and replaced with stamped concrete pavement. A stamped concrete crosswalk detail/typical section will be developed. Temporary lane closures will be required to allow the concrete to cure. Maintenance of traffic plans that layout the phased construction will be developed. All signal improvements from the City wide signal project would be made part of this project with modifications necessary with the crosswalk improvements.

3. Pearl Road / Center Middle School Intersection

Develop final plans and specifications to replace the existing painted crosswalk with a stamped concrete crosswalk at the south approach of the intersection. The ADA ramps that were installed with the new Center Middle School will remain. Adjustment and relocations plans for traffic signal appurtenances if needed will be developed. Maintenance of traffic plans will be developed to construct the stamped concrete crosswalk. Two phases of construction are anticipated. Phase 1 will consist of constructing the crosswalk through the inside southbound lane, the northbound left turn lane and the inside northbound lane. Ingress/egress to the Middle School will be via the north drive during this phase. A northbound left turn at the signalized intersection (South Middle School Drive) will not be permitted during this phase. Phase 1 construction should occur over the weekend when school activities are at a minimum. Phase 2 will consist of constructing the crosswalk through the northbound and southbound curb lanes while maintaining traffic on the three lanes mentioned in

Mr. Kenneth P. Mikula, P.E.

August 30, 2017

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Phase 1. A refuge island at the north approach of the intersection as generally depicted on Page 22 of NOACA's 'Strongsville Town Center District Development Plan' and attached hereto as Exhibit "B" will not be constructed due to the potential impacts the relocated curb ramps would have on the existing waterline located under the east side sidewalk and potential impacts to cemetery property. No temporary signal work is anticipated or included in the proposal.

4. Improvements within Town Center

The scope for this item includes developing plans and details for adding ladder style crosswalks by Council Chambers and by the Recreation Center. Also included is adding wayfinding signage along Freedom Trail and adding bike racks at the Recreation Center. The 2016 Cuyahoga County aerial photos will be used as the background for plan development (i.e. no field survey will be performed). The aerial plan drawing will schematically show the location of the improvements. Crosswalk and bike rack details will be developed as needed. The location, size and legend of way-finding signage will also be shown. Quantities for the improvement will be carried to the General Summary.

5. Modifications to City Wide Signal Plans

All work and modifications to the signals for this project will be shown as existing improvements in the City Wide Signal Project. The plans for the City Wide Signal Project will be modified as required and new quantities will be calculated.

TIME SCHEDULE

TMS Engineers, Inc. will undertake the responsibilities, duties and requirements set forth in this Agreement and will begin immediately and will complete those responsibilities, requirements and duties as required from date of authorization from the City of Strongsville unless an extension of time is granted in writing by The City of Strongsville.

COMPENSATION

The fee for the professional services will be on the basis of an Lump Sum Fee of *One Hundred Twenty-One Thousand One Hundred Dollars, \$121,100.00*. Appropriate amounts are incorporated in the Lump Sum Fee to account for all labor, overhead, profit, reimbursable expenses, and other consulting charges. Invoices will be submitted monthly for the services based upon percentage of

Mr. Kenneth P. Mikula, P.E.

August 30, 2017

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work completed during the billing period to the Lump Sum. Invoices are due upon receipt and past due 30 days after receipt. Invoice amounts not paid within 30 days after receipt, shall accrue interest at the rate of 2% per month (or the maximum rate permitted by law, if less), with payments applied first to accrued interest and then to unpaid principal.

LIABILITY

To the fullest extent permitted by law, notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of TMS Engineers, Inc. and its officers, directors, agents or employees, and any of them, to The City of Strongsville and anyone claiming by, through, or under The City of Strongsville for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to this Agreement or to the Project from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, or breach of contract or warranty, express or implied, of TMS Engineers, Inc. or its officers, directors, agents or employees, or any of them, shall not exceed the total compensation received by TMS Engineers, Inc. under this Agreement.

INDEMNIFICATION

The Client agrees to hold harmless, indemnify and defend TMS Engineers from any and all claims, suits including third party suits, demands, expenses, or damages arising or alleged to arise from the conduct of the work under this project, except for those claims or damages finally determined to have arisen solely from the negligent acts, negligent errors or omissions of TMS Engineers. TMS Engineers agrees to hold harmless, indemnify and defend the Client from any claims, suits including third party suits, demands, expenses or damages arising or alleged to arise from the conduct of this work under this project for those claims or damages finally determined to have arisen solely from the negligent acts, negligent errors or omissions of TMS Engineers.

PROFESSIONAL RESPONSIBILITY

TMS Engineers represents that the services shall be performed within the limits prescribed by the Agreement in a manner consistent with the level of care, skill and diligence ordinarily possessed and exercised by other professional consultants of the type used in this project under similar circumstances at the same time and in the same locality. No other representation to The City of Strongsville, express or implied, and no warranty or guarantee is included or intended in the Agreement, or in any report, opinion, drawing, specification, document or otherwise produced in connection with these services.

Mr. Kenneth P. Mikula, P.E.

October 23, 2014

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CONCLUSION

This Proposal is based on our understanding of the Scope of Services to date and the responsibilities of TMS Engineers. If the Scope of Services for this Project is altered, this Proposal shall be adjusted accordingly to the mutual satisfaction of both The City of Strongsville and TMS Engineers.

ACCEPTANCE

Please indicate your acceptance of this Agreement or provide a modification of our current contract. If you should issue a purchase order, such shall be for your accounting purposes only, as the terms and conditions are not applicable to professional services.

The costs included in this Proposal are valid for six (6) months from the date of the submittal. If the Proposal is accepted after said period, TMS Engineers reserves the right to review and retain or modify the costs stated herein in order to appropriately reflect changing costs and salaries and similar economic considerations.

This document shall represent our total agreement and supercedes all prior representations. Any amendment shall be in writing and signed by both parties. Our understanding shall be construed under the laws of the State of Ohio. This Agreement shall become effective on the date of the last signature made.

We appreciate your consideration of TMS Engineers, Inc. for this assignment and are in a position to begin work promptly upon your acceptance of this proposal. If you have any questions or require additional information, please do not hesitate to call.

Very truly yours,

TMS Engineers, Inc.



Michael W. Schweickart, P.E., PTOE
President

enclosures

CITY OF STRONGSVILLE

By: _____
Thomas P. Perciak, Mayor

Date: _____

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

By _____
Law Director

Date _____

place to stop if they get caught crossing without time to make it to the other side. Pedestrian islands are recommended as a pedestrian safety countermeasure by FHWA. More information can be found here:

<http://safetv.fhwa.dot.gov/provencountermesasures/>

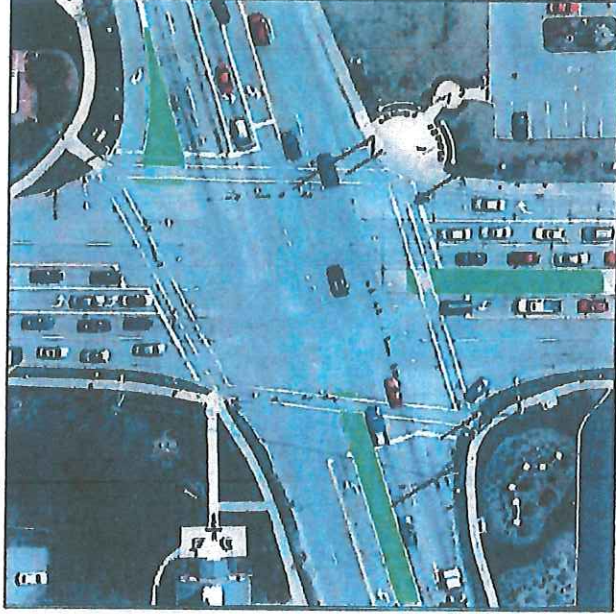
Certain accommodations should be added to the four corners of the intersection in order to comply with the Americans with Disabilities Act (ADA). Installing curb ramps and truncated domes alerts the visually impaired of sidewalk/intersection transition, and helps the mobility impaired transition on and off of the sidewalk.

EXHIBIT "A"

Figure 5 | Pearl and Royalton Roads Intersection with and without pedestrian refuges and porkchop island recommendations



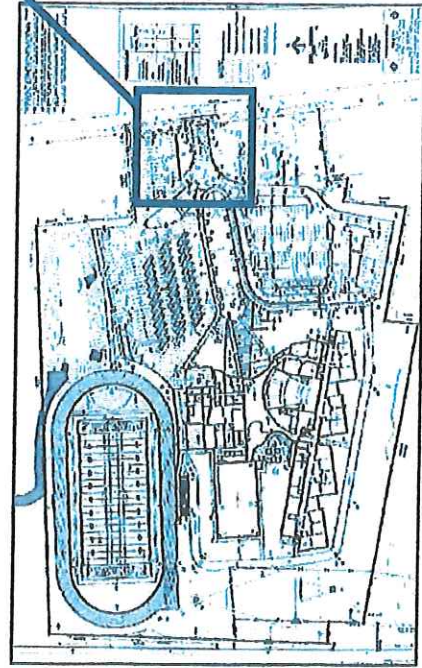
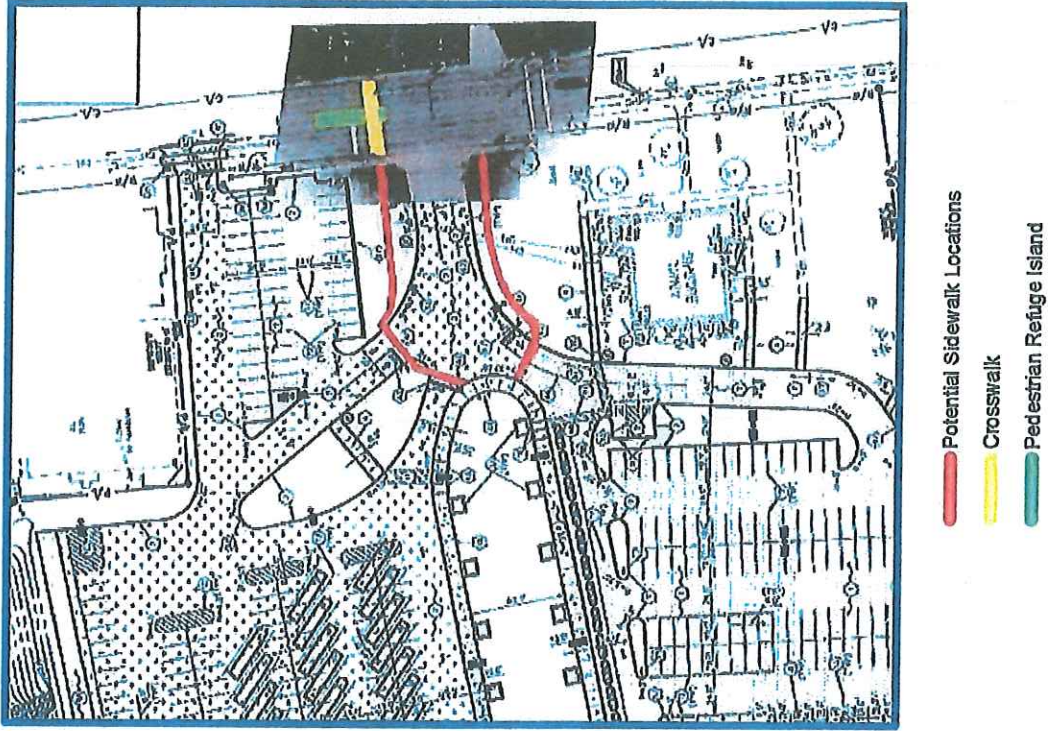
— Pedestrian Refuge Island



attempt to cross against direction of the signal. This is especially true of youth. This could be improved by providing a more rapid response to pushbutton activation.

Though prioritizing the pushbutton response may slightly impact vehicle travel times, the safety of children crossing a busy street should be the highest priority movement at this intersection. The middle school site plan, shown in Figure 8, does not currently provide a space for pedestrians to access the school along the driveway. A sidewalk should be incorporated into the design plans, and constructed along with the site reconstruction.

Figure 8 | Middle School Site Plan



PROJECT SCHEDULE

Assume NTP October 1, 2017

Task	Start	End	Duration
Survey and Basemapping	10/02/17	10/30/17	4 Weeks
Develop Stage 1 Plans	10/15/17	12/17/17	9 Weeks
Stage 1 Review	12/17/17	01/08/18	4 Weeks
Develop Combined Stage 2/3 Plans	01/08/18	02/05/18	4 Weeks
Combined Stage 2/3 Review	02/05/18	03/05/18	4 Weeks
Develop and Submit Final Tracings	03/05/18	03/19/18	2 Weeks
Plan Package to C.O.	03/19/18	04/16/18	4 Weeks
Advertise	04/16/18	05/14/18	4 Weeks
Selection and Award	05/14/18	07/02/18	7 Weeks
Construction	07/02/18	11/19/18	20 Weeks

**STRONGSVILLE - TLCI SAFETY PROJECT
DESIGN SERVICES**

TMS Overhead Percentage = 111.94%
 ODOT Avg Overhead %/stage = 151.58%
 Cost of Money = 0.00%
 Net Fee Percentage = 11.00%

PID NO.: 0
 CONSULTANT: TMS Engineers, Inc.
 DATE: 8/30/2017

Task - Description - Scope of Services	Hourly Rate	Total Hours	Direct Labor Costs	Overhead Costs	Cost of Money	Other Direct Costs	Subcon. Costs	Net Fee	Total Cost
Part 1									
TLCI Safety Project Plan Preparation									
1.1 Pearl Road & Royalton Road Intersection Improvements									
1.1.1 Stage 1 Work	\$28.24	29	\$819	\$917	\$0		\$5,950	\$227	\$7,913
1.1.2 Stage 2 Work	\$32.67	52	\$1,699	\$1,902	\$0		\$5,950	\$470	\$10,021
1.1.3 Stage 3 Work	\$32.67	52	\$1,699	\$1,902	\$0		\$5,950	\$470	\$10,021
1.1.4 Utility Coordination	\$33.50	2	\$67	\$75	\$0		\$0	\$19	\$161
1.1.5 Constructability Review	\$33.50	2	\$67	\$75	\$0		\$0	\$19	\$161
1.2 Pearl Road & Westwood Intersection Improvements									
1.2.1 Stage 1 Work	\$27.80	25	\$695	\$778	\$0		\$5,950	\$192	\$7,615
1.2.2 Stage 2 Work	\$32.78	32	\$1,049	\$1,174	\$0		\$5,950	\$290	\$8,463
1.2.3 Stage 3 Work	\$32.78	32	\$1,049	\$1,174	\$0		\$5,950	\$290	\$8,463
1.2.4 Utility Coordination	\$32.25	4	\$129	\$144	\$0		\$0	\$36	\$309
1.3 Pearl Road & Center Middle School Intersection									
1.3.1 Stage 1 Work	\$0.00	0	\$0	\$0	\$0		\$5,950	\$0	\$5,950
1.3.2 Stage 2 Work	\$27.80	25	\$695	\$778	\$0		\$5,950	\$192	\$7,615
1.3.3 Stage 3 Work	\$32.78	32	\$1,049	\$1,174	\$0		\$5,950	\$290	\$8,463
1.3.4 Utility Coordination	\$32.83	48	\$1,576	\$1,764	\$0		\$0	\$436	\$3,776
1.4 Town Center Improvements									
1.4.1 Stage 1 Work	\$23.54	13	\$306	\$343	\$0		\$5,950	\$85	\$6,684
1.4.2 Stage 2 Work	\$33.25	4	\$133	\$149	\$0		\$5,950	\$37	\$6,269
1.4.3 Stage 3 Work	\$33.25	4	\$133	\$149	\$0		\$5,950	\$37	\$6,269
1.4.4 Utility Coordination	\$33.53	3	\$100	\$112	\$0		\$0	\$28	\$240
1.5 Project Management									
1.5.1 General Oversight	\$69.69	16	\$1,115	\$1,248	\$0		\$112	\$309	\$2,784
1.5.2 Project Meetings	\$51.69	16	\$827	\$926	\$0		\$0	\$229	\$1,982
Subtotal	\$624.36	391	\$13,207	\$14,784	\$0		\$71,512	\$3,656	\$103,159
SUBTOTAL PART 1									
Part 2									
City Wide Signal Project Plan Modifications									
Detailed Plan Modifications									
Part 1 Total	\$0.00	391	\$13,207	\$14,784	\$0	\$0	\$71,512	\$3,656	\$103,159

City Wide Signal Project Plan Modifications
 Detailed Plan Modifications

**STRONGSVILLE - TLCI SAFETY PROJECT
DESIGN SERVICES**

TMS Overhead Percentage = 111.94%
 ODOT Avg Overhead %age = 151.58%
 Cost of Money = 0.00%
 Net Fee Percentage = 11.00%

PID NO.: 0
 CONSULTANT: TMS Engineers, Inc.
 DATE: 8/30/2017

Task - Description - Scope of Services	Hourly Rate	Total Hours	Direct Labor Costs	Overhead Costs	Cost of Money	Other Direct Costs	Subcon. Costs	Net Fee	Total Cost
1.1 Roadway									
1.1.1 Update Title Sheet	\$32.33	3	\$97	\$109	\$0	\$0	\$0	\$27	\$233
1.1.2 Update Schematic	\$32.67	9	\$294	\$329	\$0	\$0	\$0	\$81	\$704
1.1.3 Update Intersection Details - Curb Ramps ADA	\$32.33	6	\$194	\$217	\$0	\$0	\$0	\$54	\$465
1.2 Signal Plan									
1.2.1 Signal Plan Sheets	\$32.35	72	\$2,329	\$2,607	\$0	\$0	\$0	\$645	\$5,581
1.2.2 Interconnect Details	\$32.50	24	\$780	\$873	\$0	\$0	\$0	\$216	\$1,869
1.3 Utilities									
1.3.1 Utility Coordination and Documentation	\$31.94	16	\$511	\$572	\$0	\$0	\$0	\$141	\$1,224
2.1 Second Constructability Review									
2.1.1 Constructability Review	\$33.63	8	\$269	\$301	\$0	\$0	\$0	\$74	\$644
3.1 Update Cost Estimates									
3.1.1 Update Construction, Right-of-Way Acquisition and Utility Costs	\$33.63	8	\$269	\$301	\$0	\$0	\$0	\$74	\$644
4.1 Project Management									
4.1.1 Documentation of Approvals and Coordination per L&D V3 1400	\$33.63	8	\$269	\$301	\$0	\$0	\$0	\$74	\$644
4.1.2 General Oversight	\$69.75	8	\$558	\$625	\$0	\$0	\$0	\$154	\$1,337
4.1.3 Project Meetings	\$69.75	8	\$558	\$625	\$0	\$0	\$0	\$154	\$1,337
Subtotal		170	\$6,128	\$6,860	\$0	\$0	\$0	\$1,696	\$14,684
Prepare Final Plan Package									
5.1 Final Plan Package									
5.1.1 Submission of Final Tracings	\$33.31	16	\$533	\$597	\$0	\$0	\$0	\$148	\$1,278
5.1.2 Submission of Bid Documents	\$33.63	8	\$269	\$301	\$0	\$0	\$0	\$74	\$644
5.2 Project Management									
5.2.1 General Oversight	\$69.75	8	\$558	\$625	\$0	\$0	\$0	\$154	\$1,337
Subtotal	\$42.50	32	\$1,360	\$1,522	\$0	\$0	\$0	\$376	\$3,258
Part 2 Total	\$37.07 Avg. Rate	202	\$7,488	\$8,382	\$0	\$0	\$0	\$2,072	\$17,942
GRAND TOTAL	\$34.90	593	\$20,695	\$23,166	\$0	\$0	\$0	\$5,728	\$121,101

**DETAILED BREAKDOWN OF PROPOSED TOTAL HOURS,
PERSONNEL CATEGORIES, AND LABOR RATES**

HOURLY RATES	
Personnel Category	Salary Rate
Project Manager	\$69,711
Senior TE	\$33,655
Traffic Engineer	\$30,966
Field Technician	\$19,233
CAD Technician	\$32,933
Secretarial	\$18,000

PID NO.: 0
 CONSULTANT: TMS Engineers, Inc.
 DATE: 8/30/2017

HOURS BY PERSONNEL CATEGORY

Task - Description	PERSONNEL CATEGORY							Total Hours	Labor Costs
	Project Manager	Senior TE	Traffic Engineer	Field Technician	CAD Technician	Secretarial	Secretarial		
Part 1									
TLCI Safety Project Plan Preparation									
1.1 Pearl Road & Roylton Road Intersection Improvements									
1.1.1 Stage 1 Work		4	8	9	8			29	\$819
1.1.2 Stage 2 Work		4	8		40			52	\$1,699
1.1.3 Stage 3 Work		4	8		40			52	\$1,699
1.1.4 Utility Coordination		2						2	\$67
1.1.5 Constructability Review		2						2	\$67
1.2 Pearl Road & Westwood Intersection Improvements									
1.2.1 Stage 1 Work		4	4	9	8			25	\$695
1.2.2 Stage 2 Work		4	4		24			32	\$1,049
1.2.3 Stage 3 Work		4	4		24			32	\$1,049
1.2.4 Utility Coordination		2	2					4	\$129
1.3 Pearl Road & Center Middle School Intersection									
1.3.1 Stage 1 Work		4	4	9	8			25	\$695
1.3.2 Stage 2 Work		4	4		24			32	\$1,049
1.3.3 Stage 3 Work		4	4		40			48	\$1,576
1.3.4 Utility Coordination		4	4					8	\$276
1.4 Town Center Improvements									
1.4.1 Stage 1 Work		2	2	9	2			13	\$306
1.4.2 Stage 2 Work		2	2		2			4	\$133
1.4.3 Stage 3 Work		2	2		2			4	\$133
1.4.4 Utility Coordination		1	1		2			3	\$100
1.5 Project Management									
1.5.1 General Oversight	16							16	\$1,115
1.5.2 Project Meetings	8							8	\$827
Subtotal	24	57	50	36	224	0	0	391	\$13,207
SUBTOTAL PART 1	24	57	50	36	224	0	0	391	\$13,207

**DETAILED BREAKDOWN OF PROPOSED TOTAL HOURS,
PERSONNEL CATEGORIES, AND LABOR RATES**

		HOURLY RATES	
Personnel Category	Salary Rate		
Project Manager	\$69,71		
Senior TE	\$33,65		
Traffic Engineer	\$30,96		
Field Technician	\$19,23		
CAD Technician	\$32,93		
Secretarial	\$18,00		

PID NO: 0
 CONSULTANT: TMS Engineers, Inc.
 DATE: 8/30/2017

HOURS BY PERSONNEL CATEGORY

Task - Description	PERSONNEL CATEGORY							Total Hours	Labor Costs
	Project Manager	Senior TE	Traffic Engineer	Field Technician	CAD Technician	Secretarial	Hours		
Part 2									
City Wide Signal Project Plan Modifications									
Detailed Plan Modifications									
1.1 Roadway									
1.1.1 Update Title Sheet			1		2		3	\$97	
1.1.2 Update Schematic			1		8		9	\$294	
1.1.3 Update Intersection Details - Curb Ramps ADA			2		4		6	\$194	
1.2 Signal Plan									
1.2.1 Signal Plan Sheets		8	24		40		72	\$2,329	
1.2.2 Interconnect Details		8	8		8		24	\$780	
1.3 Utilities									
1.3.1 Utility Coordination and Documentation			8		8		16	\$511	
2.1 Second Constructability Review									
2.1.1 Constructability Review		8					8	\$269	
3.1 Update Cost Estimates									
3.1.1 Update Construction, Right-of-Way Acquisition and Utility Costs		8					8	\$269	
4.1 Project Management									
4.1.1 Documentation of Approvals and Coordination per L&D V3 1400									
4.1.2 General Oversight	8						8	\$269	
4.1.3 Project Meetings	8						8	\$558	
Subtotal	16	40	44	0	70	0	170	\$6,128	
Prepare Final Plan Package									
5.1 Final Plan Package									
5.1.1 Submission of Final Tracings		8			8		16	\$533	
5.1.2 Submission of Bid Documents		8					8	\$269	
5.2 Project Management									
5.2.1 General Oversight		8					8	\$558	

**DETAILED BREAKDOWN OF PROPOSED TOTAL HOURS,
PERSONNEL CATEGORIES, AND LABOR RATES**

PID NO.: 0
 CONSULTANT: TMS Engineers, Inc.
 DATE: 8/30/2017

HOURLY RATES	
Personnel Category	Salary Rate
Project Manager	\$69.71
Senior TE	\$33.65
Traffic Engineer	\$30.96
Field Technician	\$19.23
CAD Technician	\$32.93
Secretarial	\$18.00

HOURS BY PERSONNEL CATEGORY

Task - Description	HOURS BY PERSONNEL CATEGORY							Total Hours	Labor Costs
	Project Manager	Senior TE	Traffic Engineer	Field Technician	CAD Technician	Secretarial	Secretarial		
Subtotal	8	16	0	0	8	0	32	\$1,360	

SUBTOTAL PART 2

GRAND TOTAL 48 113 94 36 302 0 593 \$20,695

C/R/S : 0 CONSULTANT: TMS Engineers, Inc.

PID NO.: 0 DATE: 8/30/2017

ESTIMATED DIRECT NON-LABOR COSTS

TRAVEL									
Site	86 Miles/Trip x	2 Trips x	\$0.500	per Mile	=	\$86.00			
District	121 Miles/Trip x	1 Trips x	\$0.500	per Mile	=	\$60.50			
Other	0 Miles/Trip x	0 Trips x	\$0.500	per Mile	=	\$0.00			
				Subtotal	=	\$147			

REPRODUCTIONS & SUBMISSIONS

Reports	0 Copies x	75 Pages/Copy x	\$0.12	per Page	=	\$0.00			
Xerox	0 Sheets @	\$0.00	per Sheet x		=	\$0.00			
Mylars	0 Sheets @	\$8.50	per Sheet x	1 Submissions	=	\$0.00			
Printing	200 Sheets @	\$1.50	per Sheet	6 Sets	=	\$1,800.00			
Postage	0 Mailings @	\$0.00	per Mailing		=	\$0.00			
				Subtotal	=	\$1,800			

PHOTOGRAPHS

0 Film Rolls x	\$25.00	per Roll	=	\$0
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OTHER

Survey & basemapping Sub-consultant Services	=	\$0
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DIRECT NON-LABOR COST TOTAL \$1,947

**ADDENDUM TO ENGINEERING SERVICES AGREEMENT
BETWEEN THE CITY OF STRONGSVILLE (“CITY”) AND
TMS ENGINEERS, INC. (“CONSULTANT”) FOR
THE CITY-WIDE TRAFFIC SIGNAL UPGRADE PROJECT**

1. **SUPPLEMENTAL FORMS.** The parties agree that the following forms as identified and attached hereto shall become part of the within Agreement:

Proposer’s Affidavit
Statement as to Interested Parties
Non-Collusion Affidavit
Delinquent Personal Property Tax Affidavit
Affirmative Action Certificate
Declaration and Representation (ORC §9.24)
Certification and Representation (ORC §3517.13, as amended)

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

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

Consultant shall include a same or similar indemnity provision in each of its contracts with any approved consultant, subconsultant, and subcontractor, which requires that such person or entity defend, indemnify and hold harmless the City, its officers and employees from all loss, damage, cost, or expense to the extent caused by the negligence, error, omission, or willful or wanton misconduct of such person or entity.

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

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

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

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

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

If to Consultant:
Michael W. Schweickart, P.E., PTOE
President
TMS Engineers, Inc.
2112 Case Parkway South, #7
Twinsburg, Ohio 44087

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

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

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

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

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

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

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

Acceptance of the terms of this Addendum to Engineering Services Agreement will only be effective upon approval by the City's Council in accordance with law, and is acknowledged by both Consultant and City through the following signatures of their respective authorized representatives.

"CITY"
CITY OF STRONGSVILLE

"CONSULTANT"
TMS ENGINEERS, INC.

By: _____
Signature

By: _____
Signature

Thomas P. Perciak, Mayor
Typed Name/Title

Michael W. Schweickart, President
Typed Name/Title

Date of Signature

Date of Signature

CERTIFICATION OF FUNDS

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

Date

Director of Finance

CERTIFICATE OF LAW DIRECTOR

I hereby certify that I have reviewed and approved the form of the foregoing Agreement this ____ day of _____, 2017.

Neal M. Jamison, Law Director

CITY OF STRONGSVILLE
EQUAL OPPORTUNITY REQUIREMENTS
for
SERVICE and SUPPLY CONTRACTS

The City of Strongsville has adopted by Resolution No. 1977-70 regulations which provide that all prospective BIDDERS on CONTRACTS in excess of \$2,500.00 for Services, Equipment and Material Supplies or Vendors must complete and file with the BID the following Affirmative Action Certification, or BID will be deemed non-responsive and void.

This Certification becomes part of the resultant CONTRACT.

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

Company: _____

By: _____

Date: _____

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2017 – 146

By: Mayor Perciak and Mr. Daymut

A RESOLUTION CONFIRMING PLANNING COMMISSION APPROVAL OF THE SITE PLAN FOR TWO PARKING LOT ADDITIONS TO THE ALTENHEIM REHAB AND MEMORY CARE FACILITY ON SHURMER ROAD, IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

WHEREAS, by and through its agent, the Altenheim Rehab and Memory Care facility submitted a site plan to the Planning Commission for approval of two (2) parking lot additions to the current facility located at 18627 Shurmer Road, PPN 397-01-092, which property is zoned Public Facilities and Senior Residence-1; and

WHEREAS, the Planning Commission approved said final site plan at its meeting of July 27, 2017.

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

Section 1. That this Council does hereby confirm the approval of the City's Planning Commission of the site plan submitted by the agent for the Altenheim Rehab and Memory Care facility for two (2) parking lot additions to the current facility, on Permanent Parcel No. 397-01-092, located at 18627 Shurmer Road, which property is zoned Public Facilities and Senior Residence-1.

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 it is immediately necessary in order to ensure proper development of all lots and land located within 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.

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

CITY OF STRONGSVILLE, OHIO
RESOLUTION NO. 2017 - 146
Page 2

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

Attest: _____
Clerk of Council

ORD. No. 2017-146. Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

Pub Hrg. _____ of: _____
Adopted: _____ created: _____

MEMORANDUM

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

FROM: Carol Oprea, Administrative Assistant, Boards & Commissions

SUBJECT: Referrals to Council

DATE: July 28, 2017

Please be advised that at its meeting of July 27, 2017, the Strongsville Planning Commission gave Favorable Recommendation to the following;

ALTENHEIM REHAB & MEMORY CARE/ Brandon Rouhier, Agent

Site Plan approval of two parking lot additions for property located at 18627 Shurmer Road, PPN 397-01-092 zoned SR-1 and Public Facility.

ORDINANCE NO. 2017-123:

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 property located at 14356 Pearl Road (PPN 393-19-033) in the City of Strongsville from GB (General Business) Classification to R-RS (Restaurant-Recreational Services) Classification and Declaring an Emergency.

Also at that meeting the Strongsville Planning Commission Tabled the following;

ORDINANCE NO. 2017-111:

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 property located at 17800 Royalton Road (A portion of PPN 396-12-002) in the City of Strongsville, from OB (Office Building) Classification to GB (General Business) Classification.

ORDINANCE NO. 2017-122:

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 property located 14092 Pearl Road, in the City of Strongsville from GB (General Business) Classification to MS (Motorist Service) Classification (PPN 393-18-014), and Declaring an Emergency.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 147

By: Mr. Carbone

AN ORDINANCE AUTHORIZING THE SALE AT PUBLIC AUCTION OF CERTAIN OBSOLETE AND SURPLUS VEHICLES AND EQUIPMENT NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE, 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 this Council finds that the Police and Service Departments of the City of Strongsville have various obsolete and surplus vehicles and equipment, as described in Exhibits "A" and "B", copies of which are attached hereto and incorporated herein by reference, which are unfit for public use by reason of obsolescence or as surplus items, and are no longer needed for any municipal purpose; and further finds that it will be in the best interests of the City that such vehicles and equipment be sold at a public auction.

Section 2. That, pursuant to Article IV, Section 3(e) of the City Charter, the Mayor and Director of Finance be and are hereby authorized and directed to sell such vehicles and equipment at public auction.

Section 3. That the Director of Finance and the Mayor are authorized to retain the services of the Greater Cleveland Auto Auction to effectuate the sale of all such vehicles and equipment for auction; and the Director of Finance and Mayor are further authorized and directed to execute all documents and perform all acts required to complete the auction and the sale of the auctioned vehicles and equipment.

Section 4. That any proceeds of sale shall be deposited into the General Fund, Emergency Vehicle Fund, Sanitary Sewer Fund, and the Street, Construction, Maintenance & Repair Fund; and any funds required for the purposes of this Ordinance have been appropriated and shall be paid from the General Fund, Emergency Vehicle Fund, Sanitary Sewer Fund, and the Street, Construction, Maintenance & Repair Fund.

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

Section 6. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2017 - 147
Page 2

and welfare of the City, and for the further reason that the immediate sale of such obsolete and surplus vehicles and equipment is necessary in order to provide needed storage space for the Police and Service Departments, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

 President of Council

Approved: _____
 Mayor

Date Passed: _____ Date Approved: _____

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

Attest: _____
 Clerk of Council

ORD. No. 2017-147. Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

POLICE VEHICLES TO G.C.A.A.

<u>CAR#</u>	<u>YEAR</u>	<u>VIN</u>
DODGE CHARGER- 11	2013	2C3CDXAT3DH721745
DODGE CHARGER-28	2013	2C3CDXAT5DH522034
DODGE CHARGER-20	2013	2C3CDXAT7DH721750
FORD INT. SUV-3	2013	1FM5K8ARXDGA80654
FORD INT. SUV-25	2013	1FM5K8AR1DGA80655
CROWN VIC.	2007	2FAHP71V19X112148
RADAR TRAILER	1997	AGAU09SLVC024970

EXHIBIT A

Service Equipment going to G.C.A.A.

<u>Year</u>	<u>Make</u>	<u>VIN#</u>	<u>Problem</u>
1993	International	1HTMGZPM1PH486245	Body/Frame Rotted, Motor
1993	International	1HTMGZPM3PH486246	Body/Frame Rotted
1993	International	1HTMGZPM4PH486224	Body/Frame Rotted, Transmission
1993	International	1HTMGZPM5PH486250	Electrical, Motor
1991	International	1HTSDZ7L8MH331761	Cab/Frame Rotted
2001	Dodge	3B7KF26631M563587	Cab/Frame Rotted
2001	Dodge	3B7KF26651M563588	Transmission
1997	Chevrolet	1GCGK24F9VZ206455	Cab/Frame Rotted
2008	Ford	2FAFP71V18X124452	Electrical

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 148

By: Mr. Carbone

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE PURCHASE OF FOUR (4) GMC SIERRA 2500 PICK-UP TRUCKS, ALL WITH NECESSARY SUPPLEMENTAL APPURTENANCES FOR USE BY THE DEPARTMENT OF PUBLIC SERVICE, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.

WHEREAS, the Department of Public Service is in need of four (4) new pick-up trucks; and

WHEREAS, the Ohio Department of Administrative Services awarded a State Term contract (Contract No. RS901017, Index No. GDC093) for the purchase of trucks, utility vehicles and cargo vans to various dealers; and

WHEREAS, in this instance, Medina Auto Mall is a local dealer/vendor in this area that can conveniently provide the four (4) new GMC Sierra 2500 Pick-up Trucks and said dealer/vendor has agreed to provide such trucks to the City at the favorable State Term contract prices, and

WHEREAS, in order to render these trucks fully operational for use by the Service Department, certain supplemental appurtenances must be installed; and

WHEREAS, said dealer/vendor has agreed to also provide such necessary supplemental appurtenances to the City.

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

Section 1. That this Council finds and determines, as set out in Article V, §5 of the Charter, that there is an immediate and present emergency in the operation of the Department of Public Service of the City of Strongsville, in that it is immediately necessary to enter into a contract, without public bidding, with **MEDINA AUTO MALL**, for the purchase of four (4) new GMC Sierra 2500 Pick-up Trucks for the Service Department in order to meet the operational needs of such Department on a prompt basis and to ensure the public health, safety and welfare.

Section 2. That, for the reasons aforesaid, this Council hereby approves and authorizes the Mayor to enter into a contract with **MEDINA AUTO MALL**, without public bidding, in the total amount not to exceed \$132,390.50, for the purchase of four (4) new GMC Sierra 2500 Pick-up Trucks, all with necessary supplemental appurtenances for

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 - 148

Page 2

the Department of Public Service, as more fully set forth in Exhibits A and B, attached hereto and incorporated herein by reference, and as reflected in a contract to be in a form approved by the Law Director.

Section 3. That the funds for the purpose of such purchases have been appropriated and shall be paid from the Street Construction, Maintenance & Repair Fund and Sanitary Sewer Fund.

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

Section 5. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare, and for the further reason that it is immediately necessary to enter into a contract for such vehicles and equipment in order to maintain continuity in the operation of the Service Department of the City, and conserve public funds. Therefore, provided this Ordinance receives the unanimous vote of all members elected to Council it shall take effect and be in force immediately upon its passage and approval by the Mayor.

President of Council
Approved: _____
Mayor

Date Passed: _____ Date Approved: _____

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

Attest: _____
Clerk of Council

ORD. No. 2017-148 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

RETAIL BUYERS ORDER

3205 MEDINA RD. (330) 723-3291
 MEDINA, OHIO 44256, TOLL FREE (800) 589-5057

DEAL #



CUSTOMER #

PURCHASER'S NAME CITY OF SPRINGVILLE DATE _____

ADDRESS 16099 FOLST Pkwy HOME PHONE _____ OFFICE PHONE 440-

CITY, STATE SPRINGVILLE, OH COUNTY COLUMBIA ZIP 44149 CELL PHONE 539-4892

NEW USED FACTORY OFFICIAL RENTAL DEMO PURCHASER'S E-MAIL: _____

MILEAGE (Accurate Unless Marked Not Accurate) Not Accurate SERIAL NO. _____

STOCK NO	YEAR	MAKE	MODEL	BODY TYPE	EXT. COLOR	INT. COLOR
<u>0 PDR</u>	<u>2018</u>	<u>GMC</u>	<u>SILVERADO</u>	<u>POUBLE-CAB</u>	<u>PRD</u>	<u>PRD</u>

TRADE IN RECORD - TRADE 1

STOCK NO.	YEAR	MAKE	MODEL

VIN # _____

MILEAGE: (Accurate Unless Marked Not Accurate) NOT ACCURATE Salvage Vehicle? YES

BALANCE OWED \$ _____ TRADE-IN ALLOWANCE \$ _____

LIENHOLDER _____ ACCT. NO. _____

TRADE IN RECORD - TRADE 2

STOCK NO.	YEAR	MAKE	MODEL

VIN # _____

MILEAGE: (Accurate Unless Marked Not Accurate) NOT ACCURATE Salvage Vehicle? YES

BALANCE OWED \$ _____ TRADE-IN ALLOWANCE \$ _____

LIENHOLDER _____ ACCT. NO. _____

REMARKS: OPPORTUNITY 3
3/4 TAN SHORT-BEDS

DEPOSIT (PARTIAL PAYMENT) RECEIPT - Purchaser hereby provides to the Dealer the sum of \$ _____ as Non-Refundable Deposit/Partial Payment for the vehicle described above. If this Receipt is for a Deposit, Dealer will refrain from selling the described vehicle for 2 days from the date of deposit. X _____

NEGATIVE EQUITY DISCLOSURE & CONSENT - I am aware that the balance owed on my trade-in vehicle or the amount owed on my lease turn in vehicle exceeds the trade-in allowance from the dealer. As a result, I have requested at the "Total Due" be increased by the difference, \$ _____ (known as negative equity). X _____

RETAIL PRICE OF VEHICLE	<u>365753</u>	\$	
SALE PRICE			
OTHER GOODS & SERVICES	<u>PURCHASE</u>		
	<u>INCLUDES FACTORY</u>		
	<u>COMPS + BLUEBOOK</u>		
	<u>FROM FACTORY</u>		
	<u>AFTR MARKET PRICED</u>		<u>401.-</u>
	<u>SPRAY IN LINR</u>		<u>501.-</u>
DOCUMENTARY SERVICE FEE			<u>4</u>
TOTAL PRICE			<u>30,860.50</u>
TRADE-IN ALLOWANCE(S)	<u>BLACK FLIP CO (FR)</u>		<u>()</u>
	<u>GRIP BOARDS, WINDPOW</u>		
TAX BASE	<u>TARK FLOOR LINR</u>		
SALES TAX		%	<u>2,155.-</u>
TITLE FEE			
REGISTRATION FEE			<u>33.50</u>
PLUS PAYOFF ON TRADE VEHICLE(S)			
TOTAL DUE			
LESS INITIAL PAYMENT CASH DOWN		\$	
LESS REBATE/FACTORY INCENTIVE			
LESS REBATE/FACTORY INCENTIVE			
ADDITIONAL CASH DOWN DUE			
BALANCE DUE		\$	<u>33,049.-</u>

WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES, UNLESS DEALER FURNISHES PURCHASER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF. DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE SALE OF THE VEHICLE AND THE RELATED PRODUCTS AND SERVICES. DEALER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THE VEHICLE AND THE RELATED PRODUCTS AND SERVICES. IN THE EVENT THAT A WRITTEN WARRANTY IS PROVIDED BY DEALER OR A SERVICE CONTRACT IS SOLD BY DEALER ON OWN BEHALF, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE TERM OF THE WRITTEN WARRANTY/SERVICE CONTRACT.

FACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY) THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE. GUÍA PARA COMPRADORES DE VEHÍCULOS USADOS. LA INFORMACIÓN QUE APARECE EN LA VENTANILLA DE VEHÍCULO FORMA PARTE DE ESTE CONTRATO. LA INFORMACIÓN CONTENIDA EN EL FORMULARIO DE LA VENTANILLA ANULA CUALQUIER PREVISIÓN QUE ESTABLEZCA LO CONTRARIO Y QUE EXZCA EN EL CONTRATO DE VENTA.

Purchase of the motor vehicle described herein is to be financed this agreement is subject to credit approval and assignment of a retail installment sales contract to a financial institution, and the Annual Percentage Rate (APR) may be negotiated with dealer and dealer may receive compensation for arranging financing on customer's behalf.

Documents are fully incorporated herein (where applicable): Conditional/Spot Delivery Agreement, We Owe/Delivery Report and Used Vehicle Limited Warranty.

FACTUAL REPRESENTATIONS HAVE BEEN MADE TO THE PURCHASER and all terms of the agreement are contained on the front and back of this agreement and any documents incorporated herein. I have read the terms and conditions of this Agreement, both on front and back, and agree to them. I certify that I am at least 18 years old, and acknowledge receipt of a copy of this agreement.

UNDERSTAND THAT THIS RETAIL BUYERS ORDER IS NOT BINDING UNLESS ACCEPTED BY DEALER OR HIS AUTHORIZED AGENT.

motor vehicle contract is executed as of this date _____

PURCHASER(S) _____

RESPERSON _____

ACCEPTED BY AUTHORIZED AGENT _____



RETAIL BUYERS ORDER

3205 MEDINA RD. (330) 723-3291
 MEDINA, OHIO 44256, TOLL FREE (800) 589-5057

DEAL #



CUSTOMER #

PURCHASER'S NAME LIST OF STANBURYVILLE DATE _____

ADDRESS 16099 FOLSZ PIKWAY HOME PHONE _____ OFFICE PHONE 440-

CITY, STATE STANBURYVILLE, OH COUNTY CUYAHOGA ZIP 44149 CELL PHONE 534-4892

NEW USED FACTORY OFFICIAL RENTAL DEMO

PURCHASER'S E-MAIL: _____

MILEAGE (Accurate Unless Marked Not Accurate) Not Accurate

SERIAL NO. _____

STOCK NO	YEAR	MAKE	MODEL	BODY TYPE	EXT. COLOR	INT. COLOR
<u>00002</u>	<u>2018</u>	<u>GMC</u>	<u>SIBORA</u>	<u>DOUBLE CAB</u>	<u>8 FT BRD</u>	

TRADE IN RECORD - TRADE 1

STOCK NO. _____ YEAR _____ MAKE _____ MODEL _____

VIN # _____

MILEAGE: (Accurate Unless Marked Not Accurate) NOT ACCURATE Salvage Vehicle? YES

BALANCE OWED \$ _____ TRADE-IN ALLOWANCE \$ _____

LIENHOLDER _____ ACCT. NO. _____

TRADE IN RECORD - TRADE 2

STOCK NO. _____ YEAR _____ MAKE _____ MODEL _____

VIN # _____

MILEAGE: (Accurate Unless Marked Not Accurate) NOT ACCURATE Salvage Vehicle? YES

BALANCE OWED \$ _____ TRADE-IN ALLOWANCE \$ _____

LIENHOLDER _____ ACCT. NO. _____

REMARKS: 1 - ODDING

3/4 TON DOUBLE CAB
LONG BRD

DEPOSIT (PARTIAL PAYMENT) RECEIPT - Purchaser hereby provides to the Dealer the sum of \$ _____ as Non-Refundable Deposit/Partial Payment for the vehicle described above. If this Receipt is for a Deposit, Dealer will refrain from selling the described vehicle for 2 days from the date of Deposit. X _____

NEGATIVE EQUITY DISCLOSURE & CONSENT - I am aware that the balance owed on my trade-in vehicle or the amount owed on my lease turn in vehicle exceeds the trade-in allowance from the dealer. As a result, I have requested that the "Total Due" be increased by the difference, \$ _____ (known as negative equity). X _____

WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES, UNLESS DEALER FURNISHES PURCHASER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF. DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE SALE OF THE VEHICLE AND ANY RELATED PRODUCTS AND SERVICES SOLD BY DEALER. DEALER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THE VEHICLE AND THE RELATED PRODUCTS AND SERVICES. IN THE EVENT THAT A WRITTEN WARRANTY IS PROVIDED BY DEALER OR A SERVICE CONTRACT IS SOLD BY DEALER ON ITS OWN BEHALF, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE TERM OF THE WRITTEN WARRANTY/SERVICE CONTRACT.

DISCLOSURE STATEMENT (USED VEHICLES ONLY) THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE. GUÍA PARA COMPRADORES DE VEHÍCULOS USADOS. LA INFORMACIÓN QUE APARECE EN LA VENTANILLA DE VEHÍCULO FORMA PARTE DE ESTE CONTRATO. LA INFORMACIÓN CONTENIDA EN EL FORMULARIO DE LA VENTANILLA ANULA CUALQUIER PREVISIÓN QUE ESTABLEZCA LO CONTRARIO Y QUE REZCA EN EL CONTRATO DE VENTA.

purchase of the motor vehicle described herein is to be financed this agreement is subject to credit approval and assignment of a retail installment sales contract to a financial institution, and the Annual Percentage Rate (APR) may be negotiated with dealer and dealer may receive compensation for arranging financing on customer's behalf.

Documents are fully incorporated herein (where applicable): Conditional/Spot Delivery Agreement, We Owe/Delivery Report and Used Vehicle Limited Warranty.

REAL REPRESENTATIONS HAVE BEEN MADE TO THE PURCHASER and all terms of the agreement are contained on the front and back of this agreement and any documents incorporated herein. I have read the terms and conditions of this Agreement, both on front and back, and agree to them. I certify that I am at least 18 years old, and acknowledge receipt of a copy of this agreement.

UNDERSTAND THAT THIS RETAIL BUYERS ORDER IS NOT BINDING UNLESS ACCEPTED BY DEALER OR HIS AUTHORIZED AGENT.

This motor vehicle contract is executed as of this date _____

PURCHASER(S) _____

RESPERSON _____

ACCEPTED BY AUTHORIZED AGENT _____

To Re-Order

EXHIBIT B

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2017 - 149

By: Mr. Carbone

A RESOLUTION GRANTING PERMISSION TO REPURCHASE CERTAIN CERTIFICATES FOR BURIAL RIGHTS IN THE STRONGSVILLE MUNICIPAL CEMETERY.

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

Section 1. That pursuant to Codified Ordinance Section 1060.09, this Council hereby authorizes the repurchase of a certificate for burial rights in the Strongsville Municipal Cemetery for Grave E, in Lot 38 of Section F, from the Ingeborg S. Volk Living Trust dated July 27, 1998, by the City of Strongsville, at the same price that was originally paid therefor.

Section 2. That the funds for the repurchase of said certificate have been appropriated and shall be paid from the General Fund.

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

Section 4. That this Resolution shall take effect and be in force from and after its approval by the Mayor.

President of Council
Approved: _____
Mayor

Date Passed: _____ Date Approved: _____

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

Attest: _____
Clerk of Council

Res. OPD. No. 2017-149. Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

Pub Hrg. _____ f: _____
Adopted: _____ eated: _____

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 150

By: Mayor Perciak and Mr. Southworth

AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT AN AWARD OF FUNDING FROM THE NORTHEAST OHIO AREAWIDE COORDINATING AGENCY (NOACA) THROUGH THE ENHANCED MOBILITY FOR SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAM, FOR THE PURCHASE OF A VEHICLE TO PROVIDE TRANSPORTATION SERVICES FOR THE CITY'S SENIOR WHEELS PROGRAM; AND DECLARING AN EMERGENCY.

WHEREAS, through passage of Ordinance No. 2017-025, on February 21, 2017, Council approved the filing of an application for funding from NOACA for Cleveland Urbanized Area Federal Transit Administration (FTA) funding from the Enhanced Mobility for Seniors and Individuals with Disabilities (Section 5310) Program, in order to replace a vehicle used by the City of Strongsville Department of Recreation & Senior Services for transportation services in connection with the Senior Wheels program; and

WHEREAS, the City has been notified through the letter attached hereto as Exhibit A that NOACA has approved the City's request for such funding as part of the FY 2018 Enhanced Mobility for Seniors and Individuals with Disabilities (Section 5310) Program of Projects, up to the maximum amount of \$40,000.00 for such vehicle; and

WHEREAS, the City is desirous of accepting such funding.

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

Section 1. That this Council hereby authorizes the Mayor to accept the funding awarded by NOACA, up to the maximum amount of \$40,000.00 for one (1) vehicle, and further authorizes and directs the Mayor, Director of Recreation & Senior Services, Finance Director and any other appropriate officers of the City to execute documents, including any required agreements, provide documentation, and do all things necessary in order to enter into a contract with NOACA to implement the process to receive such vehicles.

Section 2. That the funds necessary to carry out the purposes of this Ordinance, and to pay the City's 20% share, have been appropriated and shall be paid from the Multi-Purpose Complex Fund.

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 - 150

Page 2

Section 4. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to accept the funding from NOACA in order to assist in defraying municipal expenditures in the purchase of said vehicle to continue the Senior Wheels program, and to provide adequate vehicles for transportation services for the elderly and individuals with disabilities, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

President of Council

Approved: _____
Mayor

Date Passed: _____ Date Approved: _____

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

Attest: _____
Clerk of Council

ORD. No. 2017-150 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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



2017 NOACA BOARD OF DIRECTORS

- President**
Adam Friedrich, Commissioner
Medina County
- First Vice President**
Arnold Budish, County Executive
Cuyahoga County
- Second Vice President**
Valerie J. McColl, Chief of
Government & International Affairs
City of Cleveland
- Secretary**
Timothy C. Loonan, Commissioner
Geauga County
- Assistant Secretary**
Holly Brinda, Mayor
City of Elyria
- Assistant Secretary**
Michael P. Summers, Mayor
City of Lakewood
- Treasurer**
Ted Kalo, Commissioner
Lorain County
- Assistant Treasurer**
James R. Gills, Engineer
Lake County
- Assistant Treasurer**
Susan K. Infeld, Mayor
City of University Heights
- (Immediate Past Board President)**
Daniel P. Troy, Commissioner
Lake County
-
- Samuel J. Alesi, Mayor
City of Broadview Heights
- Pamela Bobst, Mayor
City of Rocky River
- Lynne Bowers, Trustee
Lafayette Township
- Anthony Brancatelli, Councilman
City of Cleveland
- Tanisha R. Bailey, City Manager
City of Cleveland Heights
- Joseph A. Calabrese, General Manager/CEO
Greater Cleveland Regional Transit Authority
- Kenneth P. Carney, Sr. P.E., P.S., Engineer
Lorain County
- Jerry Cirino, Commissioner
Lake County
- Walter (Skip) Claypool, Commissioner
Geauga County
- Freddy L. Collier, Jr., Director
Cleveland Planning Commission
- Andy Conrad, P.E., P.S., Engineer
Medina County
- Glenn Coyne, FAICP, Executive Director
Cuyahoga County Planning Commission
- Timothy J. DeGeeter, Mayor
City of Parma
- Michael Daver, Director
Cuyahoga County Department of Public Works
- Ann Marie Donegan, Mayor
City of Olmsted Falls
- Kyle Dreyfuss Wells, Chief Executive Officer
NE Ohio Regional Sewer District
- William D. Friedman, President & CEO
Cleveland - Cuyahoga County Port Authority
- Kirsten Holzhauser Gail, Mayor
City of Euclid
- Anthony T. Hairston, Councilman
Cuyahoga County
- John R. Hannercheck, Commissioner
Lorain County
- Richard Heidecker, Trustee
Columbia Township
- John D. Hunter, Mayor
City of Sheffield Village
- Frank G. Jackson, Mayor
City of Cleveland
- Ray Jurkavski, General Manager
Lakewood
- Martin J. Keane, Councilman
City of Cleveland
- Matt Lundy, Commissioner
Lorain County
- Myron S. Pakush, Deputy Director
ODOT - District 12
- Robert Patrick, Service Director
City of Woodbury
- Terrill H. Pruitt, Councilman
City of Cleveland
- Chase M. Risenauer, Mayor
City of Lorain
- David H. Roche, Mayor
City of Richmond Heights
- Charles E. Smith, Mayor
Village of Woodmere
- Ralph Spitzler, Commissioner
Geauga County
- Matthew T. Sprunt, P.E., PMP, Director
of Capital Projects, City of Cleveland
- Robert A. Stefank, Mayor
City of North Royalton
-
- Ex officio Member:**
Kurt Prince, District Chief Northeast District
Office, Ohio Environmental Protection Agency

RECEIVED

JUL 21 2017

LAW DEPARTMENT
CITY OF STRONGSVILLE

July 19, 2017

Thomas Perciak
Mayor
City of Strongsville
16099 Foltz Parkway
Strongsville, OH 44136

Dear Mayor Perciak:

Thank you for your interest in the Northeast Ohio Areawide Coordinating Agency's (NOACA) 2018 Enhanced Mobility for Seniors and Individuals With Disabilities (Section 5310) Program.

We are pleased to inform you that the City of Strongsville's request for a vehicle has been approved for funding by the NOACA Board of Directors. NOACA will provide 80% of the eligible costs, up to a maximum of \$40,000 in Federal funds in State Fiscal Year 2018. The 20% local share must be provided from a non-federal funding source. The corresponding Code of Federal Domestic Assistance (CFDA) number for these funds is 20.513.

Attached to this communication are the next steps to be undertaken to properly program your project for implementation. Please note that there is a grantee workshop at NOACA offices that will focus on responsibilities and requirements to ensure successful administration of the project. The workshop is required for first time grantees and optional for repeat grantees. See the attachment for the workshop date, time, and location.

NOACA looks forward to the opportunity to work with the City of Strongsville on this project. Please contact Jim Thompson at 216-241-2414, Extension 275, or by email with any questions.

Respectfully,

Grace Gallucci
Executive Director

GG/rl/jt/7212s

CC: Kathy Sazima, Senior Services Coordinator

Attachment: Section 5310 Project Programming Next Steps



CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 151

By: Mayor Perciak and Mr. DeMio

AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF AN AWARD OF FUNDING FROM THE U.S. DEPARTMENT OF JUSTICE OFFICE OF JUSTICE PROGRAMS UNDER THE BULLETPROOF VEST PARTNERSHIP GRANT ACT OF 1998, FOR FISCAL YEAR 2015, AND DECLARING AN EMERGENCY.

WHEREAS, Congress enacted the Bulletproof Vest Partnership Grant Act of 1998 (Public Law 105-181), reauthorized said Act by the BVP Act of 2000 (Public Law 106-517) and allocated monies nationwide to be used to help state and local jurisdictions purchase armor vests and body armor for use by law enforcement departments; and

WHEREAS, the Act provides for funding for up to 50% of the cost of purchasing NIJ-approved vests to each local agency that receives and accepts a federal grant under the Act; and

WHEREAS, by and through Ordinance No. 2015-191, the City authorized acceptance of funding assistance for replacement of approximately 24 vests for fiscal year 2015, in the amount of \$12,009.87; and

WHEREAS, the City now has been advised that the remainder of the funding under the Act for fiscal year 2015 has been approved in the amount of \$10,168.13.

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 the acceptance of the award of funding for fiscal year 2015, under the Bulletproof Vest Partnership Grant Act of 1998, in the amount of \$10,168.13, and hereby authorizes the Mayor, Director of Finance, Chief of Police and/or other appropriate officers of the City to do all things necessary in furtherance thereof.

Section 2. That the funds required to meet the City's obligation under said grant have been appropriated and shall be paid from the General Fund.

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 152

By: Mayor Perciak and Mr. DeMio

AN ORDINANCE RATIFYING, APPROVING AND AUTHORIZING AN APPLICATION FOR FINANCIAL ASSISTANCE WITH THE U.S. DEPARTMENT OF JUSTICE OFFICE OF JUSTICE PROGRAMS UNDER THE BULLETPROOF VEST PARTNERSHIP GRANT ACT OF 1998, FOR FISCAL YEAR 2017, AND DECLARING AN EMERGENCY.

WHEREAS, Congress enacted the Bulletproof Vest Partnership Grant Act of 1998 (Public Law 105-181), reauthorized said Act by the BVP Act of 2000 (Public Law 106-517) and allocated monies nationwide to be used to help state and local jurisdictions purchase armor vests and body armor for use by law enforcement departments; and

WHEREAS, the Act provides for funding for up to 50% of the cost of purchasing NIJ-approved vests to each local agency that receives and accepts a federal grant under the Act; and

WHEREAS, in order to meet the deadline for submission of applications to receive funding under the Bulletproof Vest Partnership Grant Act of 1998 for the fiscal year 2017, the City, through its Police Department, has applied for funding in the amount of \$5,250.00 for the replacement of approximately eleven (11) armor vests to be purchased during 2017 and 2018.

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 ratifies, confirms and approves the submission of an application for financial assistance to the Office of the Director of the Bureau of Justice Assistance under the Bulletproof Vest Partnership Grant Act of 1998, for fiscal year 2017, in the form on file with the Chief of Police.

Section 2. That execution and filing by the Mayor, Chief of Police, and/or other appropriate officers of the City be and is hereby ratified, approved and authorized for an application to the U.S. Department of Justice Office of Justice Programs for funding for the replacement of approximately eleven (11) vests during 2017 and 2018, having a cost of approximately \$10,500.00, to provide the required assurances therein, and to provide all information and documentation required in said application.

Section 3. That the funds required to meet the City's obligations under said application have been appropriated and shall be paid from the General Fund.

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

Section 5. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that the prompt execution of such application is required in order to protect the health and safety of the City's police officers, to enhance continuity of Police Department operations, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

 President of Council
 Approved: _____
 Mayor

Date Passed: _____ Date Approved: _____

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

Attest: _____
 Clerk of Council

ORD. No. 2017-152 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____
 Adopted: _____ feated: _____

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 153

By: Mayor Perciak and Mr. DeMio

AN ORDINANCE APPROVING AND AUTHORIZING AN AGREEMENT WITH CUYAHOGA COUNTY AND THE CUYAHOGA COUNTY JUVENILE COURT IN CONNECTION WITH A COMMUNITY DIVERSION PROGRAM TO ADDRESS JUVENILE MISDEMEANOR AND STATUS OFFENDERS IN THE CITY OF STRONGSVILLE FOR THE YEARS 2018 AND 2019, AND DECLARING AN EMERGENCY.

WHEREAS, Ohio Revised Code Chapter 2151 and the Rules of Juvenile Procedure provide general authority for the Cuyahoga County Juvenile Court to establish legal mechanisms to divert complaints before they are filed for formal court action, while protecting the constitutional due process rights of accused juveniles; and

WHEREAS, Ohio Revised Code Section 2151.11 also specifically permits the Cuyahoga County Juvenile Court to participate with other public agencies in programs which have as their objective the prevention and control of juvenile delinquency; and

WHEREAS, the Cuyahoga County Juvenile Court has developed a Community Diversion Program to address juvenile misdemeanor and status offenders, in order to divert youths who are juvenile offenders involving misdemeanor and status offenses from formal court action and to utilize community resources to ameliorate such situations; and

WHEREAS, the Cuyahoga County Juvenile Court developed and implemented such Community Diversion Program for misdemeanor and status offense complaints against juveniles in the City of Strongsville for offenses that are committed elsewhere by Strongsville residents; and

WHEREAS, since approximately 2002, this Council, through prior Ordinances, has previously authorized agreements with the Cuyahoga County Juvenile Court for such purpose and to implement such a program; and

WHEREAS, this Council, therefore, desires to once again enter into an agreement with Cuyahoga County and the Cuyahoga County Juvenile Court, for the two-year term of January 1, 2018 through December 31, 2019, to assist the City in addressing juvenile misdemeanor and status offenses, and to request financial assistance thereunder;

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/or Chief of Police be and are hereby authorized to enter into an Agreement with **CUYAHOGA COUNTY** and the **CUYAHOGA COUNTY JUVENILE COURT** to assist the City in addressing juvenile misdemeanor and status offenses and to request financial assistance in connection with a Community Diversion Program established by the Cuyahoga County Juvenile Court, for the two-year term of January 1, 2018 through December 31, 2019, a copy of which is attached hereto as Exhibit "1" and incorporated herein by reference, which is in all respects hereby approved.

Section 2. That funds received from the Cuyahoga County Juvenile Court in connection with the Community Diversion Program shall be placed into the Community Diversion Program Fund; and any local funds necessary to carry out the Community Diversion Program shall be paid from such fund, known as Special Revenue Fund No. 222.

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, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to continue to participate with the Cuyahoga County Juvenile Court in the Community Diversion Program to assist the City in dealing with juvenile misdemeanor and status offenses, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

_____ Approved: _____
 President of Council Mayor

Date Passed: _____ Date Approved: _____

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

Attest: _____
 Clerk of Council

ORD. No. 2017-153 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

Pub Hrg. _____
 Adopted: _____

**CUYAHOGA COUNTY
COURT OF COMMON PLEAS, JUVENILE COURT DIVISION
COMMUNITY DIVERSION PROGRAM
CITY OF STRONGSVILLE
AGREEMENT**

THIS AGREEMENT is entered into this ____ day of _____, 2017 by and between the County of Cuyahoga, Ohio (hereinafter called the "COUNTY"), the Cuyahoga County Court of Common Pleas, Juvenile Court Division (hereinafter called the "COURT") and **City of Strongsville**, a government entity, with principal offices located at 18688 Royalton Road, Strongsville, Ohio 44136 (hereinafter called the "VENDOR").

WITNESSETH THAT:

WHEREAS, the COURT desires to engage the VENDOR'S professional and technical services to develop and implement the Community Diversion Program (hereinafter called the "CDP"), or utilize another COURT-approved CDP to hear misdemeanor and status offense complaints that occur in the **City of Strongsville** or are committed elsewhere by **Strongsville** residents and the VENDOR can provide these services from January 1, 2018 to December 31, 2019. Attachment A identifies some of those misdemeanor and status offenses appropriate for diversion.

NOW THEREFORE, the parties hereto do mutually agree as follows:

- I. TARGET POPULATION - The youth referred to the project shall be males and females, ages ten (10) to seventeen (17). These youth shall be residents of Cuyahoga County referred by the COURT'S Intake Department (hereinafter called the "YOUTH").
- II. DESCRIPTION OF SERVICES - The CDP shall be developed and implemented according to standards developed by the COURT, which include, but are not limited to:
 - A. The CDP shall have access to at least one (1) Volunteer Magistrate provided by the VENDOR.
 1. A Volunteer Magistrate should be an attorney in good standing, licensed by the State of Ohio or employed by the Federal Government, and approved by the COURT.
 2. The Volunteer Magistrate shall complete the orientation program and paperwork provided by the COURT.
 - B. The COURT shall review and approve the CDP procedures implemented by the CDP.
 - C. The VENDOR shall have a confidential filing system that the COURT shall review.
 - D. The VENDOR is subject to verification of funding by the COURT.
 - E. The VENDOR shall monitor participants in the CDP program one (1) year from the date of the hearing.
 - F. The VENDOR shall follow reporting requirements as laid out below.
 1. The VENDOR agrees to furnish to the COURT by the first (1st) day of each month the monthly CDP Database Report completed in its entirety for each YOUTH diverted during the previous month. For example, all data on diversion hearings occurring in January must be reported by February 1. This data includes, but is not limited to, the type of offense committed by the YOUTH and information pertaining

to the outcome (sanctions and services) of the diversion hearing. The VENDOR will report this data to the COURT using the Access database format established by the COURT. The COURT will supply the VENDOR with a database disk. Failure to report the data by the first (1st) day of each month or to follow the Access database format is grounds for discontinuing funding and jeopardizes future eligibility for funding.

2. Information reported in the database will be used for statistical and financial analysis only. Access to this information will be restricted by the COURT.

III. OPERATIONAL DETAILS -

A. SERVICE SITE: YOUTH are served at a mutually agreed upon site.

B. CONTACT PERSON:

VENDOR

Ms. Marie McManus
18688 Royalton Road
Strongsville, Ohio 44136
(440) 580-3257

COURT

Heather Corcoran
9300 Quincy Avenue
Cleveland, Ohio 44106
(216) 443-8428

IV. OBJECTIVES - The VENDOR shall ensure that the following Objectives and Performance Indicators are met for the program provided under this AGREEMENT:

Performance Objectives

1. 75% of referred YOUTH admitted to the program during the contract period will successfully complete the program.
2. 100% of referred YOUTH admitted to the program will have CDP data electronically submitted in the CDP Access database within one month of admission to the program.

Performance Indicators

1. Number of referred YOUTH admitted to the program during the contract period.
2. Number of YOUTH admitted to the program whose CDP data is electronically submitted in the CDP Access database within one month of admission to the program.

V. BUDGET - Funding for this AGREEMENT is contingent upon the availability of funds and shall not exceed **\$16,800.00** for the term of the AGREEMENT. All funds disbursed to the VENDOR from the COURT shall be audited and monitored by the COURT. Failure to provide adequate or substantial verification of receipt and expenditure of funds shall result in the COURT discontinuing funding. Should the COURT discontinue funding, the VENDOR must reimburse all remaining funds for which substantial documentation of receipt or expenditure cannot be produced. If more than 50% of the allocated funding is not spent at the end of this AGREEMENT, the VENDOR will return the funding to the COURT.

A. Incurring Costs: The COURT shall not be responsible for any cost incurred by the VENDOR prior to commencement and subsequent to the termination of this AGREEMENT.

B. Monthly Fiscal Report: The VENDOR shall, within ten (10) days following the last day of each month, submit an invoice for a monthly payment of **\$700.00** to the COURT. No invoices will be processed without an accompanying electronic submission of all CDP data in the Access database. All invoices shall include the VENDOR'S name, program name, address, phone, invoice number, federal tax ID number, VENDOR number and month on it. All invoices must be signed and dated for verification by the VENDOR. Failure to comply with submission of the invoice within the ten (10) day submission rule may result in the COURT not processing the invoice for payment. Additional or corrected invoicing for services beyond the previous month must be requested separately in writing describing the reasons for the additional billing along with specific supporting documentation to substantiate the requested claim. Under no circumstance will the COURT accept or process any initial invoices received after sixty (60) days following the end of the month that the service was provided in. For example, if the service was provided within January, then the 60 day period expires on March 31.

C. Invoice Review: The COURT shall accept the electronic invoice as evidence of its receipt by the COURT. The electronic invoice shall be deemed received the date it is sent by the VENDOR. The COURT shall review invoices for completeness before making payment. The invoices submitted are subject to adjustment for computational or processing errors, incorrect rates, non-covered services and to audit by the COURT.

VI. RETENTION OF ACCOUNTING AND REPORTING PROCEDURES - The VENDOR shall maintain and preserve all fiscal and programmatic records, books, documents and papers that pertain to the performance of this AGREEMENT. Such records shall be subject to inspection, review and audit by COURT personnel. The VENDOR shall maintain the aforementioned records for at least five (5) years following the termination of this AGREEMENT or longer period, as may be required by the applicable records retention schedule.

VII. PROFESSIONALLY WRITTEN RECORDS - All correspondence and reports to the COURT shall be computer-generated and shall appear professional, with the VENDOR'S name, address, and contact information included.

VIII. ON SITE VISITS - The COURT shall be allowed to access, review and discuss activities

and records and shall be allowed to interview individual youth, family, and/or VENDOR'S staff that are served or paid in whole or in part under this AGREEMENT.

IX. BUILDING CODES-SAFETY ORDINANCES - If applicable, all buildings, offices and facilities utilized by the program where the YOUTH shall be present shall conform to and abide by all Federal, State, County and City building codes and safety ordinances. Documentation of such shall be presented to the COURT upon request.

X. INSURANCE – The VENDOR shall procure, maintain and pay premiums for the insurance coverage and limits of liability indicated below with respect to products, services, work and/or operations performed in connection with this AGREEMENT.

1. Municipality's Insurance Requirements: Municipality shall carry and continuously maintain throughout the Term of this Agreement, at its sole cost and expense and in the amounts specified, the following types of insurance:

(a) **Worker's Compensation Insurance** if and to the extent required by the State of Ohio to protect Municipality's employees. Such insurance requirement may be met by either purchasing coverage from the Ohio State Insurance Fund or by maintaining Qualified Self-Insurer status as granted by the Ohio Bureau of Workers Compensation (BWC). Such insurance shall be written on the National Council on Compensation Insurance (NCCI) form or its equivalent.

(b) **Commercial General Liability** insurance with limits of liability not less than:
\$1,000,000 each occurrence bodily injury & property damage;
\$1,000,000 personal & advertising injury;
\$2,000,000 general aggregate; and
\$2,000,000 products/completed operations aggregate.

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

2. Insurance Coverage Terms and Conditions

- a. The insurance policies of the Municipality required for this Agreement, shall:
- i. Name the "County of Cuyahoga, Ohio and its employees" as an Additional Insured. This does not apply to Workers Compensation.
 - ii. Contain a waiver of subrogation provision wherein the insurer(s) waives all rights of recovery against the County.
 1. Be primary and not in excess or contingent on any other basis;
 2. The Certificates of Insurance evidencing these coverages shall contain the following additional insured and waiver of subrogation language where applicable:
 - a. "Cuyahoga County and its employees are additional insureds for purposes of commercial general liability"; and/or
 - b. "Waiver of subrogation in favor of the County."

- b. The insurance required for this Agreement shall be provided by insurance carrier(s) licensed to transact business and write insurance in the state(s) where operations are performed and shall carry a minimum A.M. Best's rating of A-VII or above.
- c. The terms of this Agreement shall be controlling and shall not be limited by any insurance policy provision.
- d. These insurance provisions shall not affect or limit the liability of the Municipality stated elsewhere in this Agreement or as provided by law.
- e. The Municipality shall require any and all of its subcontractors to procure, maintain, and pay premiums for the insurance coverages and limits of liability outlined above with respect to services, work and/or operations performed in connection with this Agreement.
- f. Where coverages are made on a claims made basis the claims-made retroactive date on the policy shall be prior to the commencement of activity related to this Agreement.
- g. Municipality shall submit certificates of insurance evidencing the existence and amounts of insurance as required hereunder. Acceptance of a non-conforming certificate of insurance by the County shall not constitute a waiver of any rights of the parties under this Agreement.
- h. To the extent that Municipality is self-insured for claims related to personal injury, death and/or property damage which may occur during the course of rendering services under this Agreement, Municipality shall provide proof of its self-insured status.

XI. ANTI-DISCRIMINATION – The County will follow its policies of non-discrimination. VENDOR hereby agrees that in all matters pertaining to the employment of labor, skilled or unskilled, in the performance of this AGREEMENT, the VENDOR shall at all times conduct its business in a manner that assures there shall be no discrimination exercised against any person because of race, color, national origin, religion, age, handicap, veteran status or any factor as specified in the Civil Rights Act of 1964 and subsequent amendments. It is further agreed that the VENDOR shall fully comply with all appropriate Federal and State laws regarding such regulations including the Americans with Disabilities Act.

XII. ASSIGNABILITY - None of the work or services covered by this AGREEMENT shall be subcontracted without the prior written approval of the COURT.

XIII. RELIGIOUS AFFILIATIONS - Religious programs/programming if offered shall be voluntary and non-denominational. Non-participation by YOUTH shall not result in any penalty.

XIV. CONFIDENTIALITY - The parties will comply with all laws regarding confidentiality including, but not limited to, R.C. 2151.421, R.C. 5153.17 and, as applicable, R.C. 5101.131. In addition, products of mediation, mediators' notes, mediation records and mediation communications are confidential and subject to the restrictions set forth in O.R.C. 2317.02, O.R.C. 2317.023, and O.R.C. 3109.052. Authorized COURT representatives shall be allowed reasonable access to VENDOR'S records for review of activities that pertain to the performance of this AGREEMENT, and to interview individual participants served and/or VENDOR staff paid under this AGREEMENT only after permission is obtained from the affected mediation participants and suitable written assurances of confidentiality are given to the VENDOR. This does not authorize a jurist, public defender, prosecutor, COURT employee, or State of Ohio employee to obtain information about a specific mediation in contravention of the specified statutes. The VENDOR shall comply with the provisions of the Privacy Act of 1974 and instruct its employees to use the same degree of care as it uses with its own data to keep confidential information concerning client data, the business of the COURT, its financial affairs, its relations with its citizens and its employees as well as any other information which may be specifically classified as confidential by the COURT. Client related information is highly confidential. All Federal and State regulations and statutes related to confidentiality shall be applicable to the VENDOR and it shall have an appropriate contract with its employees to that effect.

XV. LICENSURE - The VENDOR shall have the appropriate license(s) or certification(s) necessary to provide the services of this AGREEMENT. The VENDOR shall also immediately notify the COURT of any change in licensure status affected by the certifying authority.

XVI. AMENDMENT - This AGREEMENT constitutes the entire agreement of the parties in the subject matter hereof and may not be changed, modified, discharged or extended except by written agreement executed by the COURT and the VENDOR. The VENDOR agrees that no representation or warranties shall be binding upon the COURT unless expressed in writing herein or in a duly executed amendment hereof.

XVII. TERMINATION - This AGREEMENT may be terminated by the COURT or the VENDOR upon thirty (30) days prior written notice to the VENDOR. Termination pursuant to this paragraph shall not affect the COURT'S obligation to pay the VENDOR pursuant to the Budget Section of this AGREEMENT for services performed and expenses incurred prior to termination.

XVIII. BREACH OF AGREEMENT REMEDIES - Upon breach or default of any of the provisions, obligations or duties embodied in this AGREEMENT, the parties may exercise any administrative, contractual, equitable, or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and the parties retain the right to exercise all remedies hereinabove mentioned. If the VENDOR fails to perform an obligation or obligations under this AGREEMENT and thereafter such failure(s) is (are) waived by the COURT, such waiver is limited to the particular failure(s) so waived and shall not be deemed to

waive other failures hereunder. Waiver by the COURT is not effective unless it is in writing and signed by the COURT.

XIX. SERVICE CONTINUITY - In the event that the funding for the CDP is not renewed, the VENDOR shall develop a plan for cases still receiving mediation services at the end of the AGREEMENT period and submit to the COURT.

XX. ETHICS REQUIREMENTS - The VENDOR shall comply with all County ethics as well as all requirements within the provisions set forth in State of Ohio, Office of the Governor, Executive Order 2007-01S which establishes new ethics requirements.

XXI. FINDINGS FOR RECOVERY - The VENDOR represents and warrants that it is not subject to an "unresolved" finding for recovery under Ohio Revised Code Section 9.24.

XXII. CRIMINAL RECORDS CHECK - The VENDOR shall comply with the provisions as specified in the Ohio Revised Code 109.572 regarding criminal records checks for prospective employees and volunteers. The COURT shall receive upon request verification of police checks, reference checks and confirmation of educational requirements for all employees and volunteers of the VENDOR assigned to this program.

XXIII. PUBLIC RECORDS - All parties hereto acknowledge that the COUNTY is a political subdivision in the State of Ohio and as such is subject the Ohio Revised Code and other law related to the keeping and access to Public Records, including any and all applicable Sunshine Laws, open meeting requirements, and retention schedules effecting any and all manner of communication with the COUNTY and any and all documents in any format or media.

XXIV. GOVERNING LAW AND JURISDICTION - This AGREEMENT shall be governed by and construed under the laws of the State of Ohio without regard to conflicts of law provisions. The parties agree that the state and federal courts sitting in Ohio will have exclusive jurisdiction over any claim arising out of this AGREEMENT, and each party consents to the exclusive jurisdiction of such courts. The VENDORS hereby agree not to challenge any provision in this AGREEMENT, including this Governing Law and Jurisdiction provision, and not to attempt to remove any legal action outside of Cuyahoga County for any reason.

XXV. This AGREEMENT has been properly authorized pursuant to the required provisions of any and all charter provisions, ordinances, resolutions and regulations of COUNTY and the VENDOR. The individuals signing on behalf of the parties to this AGREEMENT are authorized to execute this AGREEMENT on behalf of the COURT and the COUNTY and the VENDORS.

XXVI. ELECTRONIC SIGNATURES - By entering into this AGREEMENT, the VENDOR agrees on behalf of the contracting business entity, its officers, employees, subcontractors, subgrantees, agents or assigns, to conduct this transaction by electronic means by agreeing that all documents requiring county signatures may be executed by

electronic means and that the electronic signatures affixed by the COUNTY to said documents shall have the same legal effect as if the signature was manually affixed to a paper version of the document. The VENDOR also agrees on behalf of the aforementioned entities and persons to be bound by the provisions of chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of Cuyahoga County.

IN WITNESS WHEREOF, the COUNTY, the COURT and the VENDOR have executed this AGREEMENT as of the date first above written.

City of Strongsville

By: _____
Thomas P. Perciak, Mayor

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

By _____
Law Director

Date _____

Cuyahoga County Juvenile Court

By: _____
Terease Z. Neff, Court Administrator

Cuyahoga County, Ohio

By: _____
Armond Budish, County Executive

ATTACHMENT A

Misdemeanor and Status Offenses

Offense Descriptions	Types of Offenses	ORC Statute
Abusing Harmful Intoxicants	M-1	2925.31
Arson (value less than \$500)	M-1	2909.03(A)(1)
Assault	M-1	2903.13(A)
Aggravated Menacing	M-1	2903.21(A)
Aggravated Trespass	M-1	2911.211
Carrying a Concealed Weapon	M-1	2923.12(A)
Cheating	M-1	2915.05(A)(2)
Coercion	M-2	2905.12
Counterfeit Controlled Substances	M-1	2925.37(A)
Criminal Damaging of Endangering	M-2, M-1(with physical harm)	2909.06(A)(1)(2)
Criminal Trespass	M-4	2911.21(A)(1)
Criminal Mischief	M-3	2909.07(A)(1)
Disorderly Conduct	MM, M-4	2917.11(A)(1)
Domestic Violence	M-1	2919.25(A)(B)
Escape	M-1	2921.34
Failure to Comply with Order	M-1	2921.331(A)
Falsification	M-1	2921(A)(3)
Gambling	M-1	2915.02(A)(2)(4)
Hazing	M-4	2903.31
Importuning	M-1	2907.07(B)
Improperly Handling Firearms in MV	M-1	2923.16(A)
Inciting to Violence	M-1	2917.01(A)(1)
Inducing Panic	M-1	2917.31(A)(1)
Intimidation of a Attorney, Victim, Witness	M-1	2921.04(A)
Making False Alarms	M-1	2917.32(A)(1)
Menacing	M-4	2903.22(A)
Menacing by Stalking (1st Offense)	M-1	2903.211(A)
Misuse of Credit Cards (Less than \$500)	M-1	2913.21(B)(2)
Negligent Assault	M-3	2903.211(A)
Obstruction of Official Business	M-2	2921.31(A)
Open Container Prohibited	MM	4301.62
Petty Theft	M-1	2913.02(A)(1)
Passing Bad Check (Less than \$500)	M-1	2913.11(A)
Possession of Criminal Tools	M-1	2923.24(A)
Possession of Drug Abuse Instruments	M-2	2925.12(A)
Possession of Drug Paraphernalia	M-4	2925.14(C)(1)
Possession of Hashish (Less than 5gms)	MM	2925.11(A)
Possession of Hashish (Not exceed 10gms)	M-4	2925.11(A)
Possession of Marijuana	MM	2925.11(A)
Poss. of Marijuana (Less than 200gms)	M-4	2925.11(A)
Prohibition/Underage Consumption	M-1	4301.69(E)(1)
Procuring	M-1	2907.23(A)(1)
Prostitution	M-3	2907.25(A)
Public Indecency (1st Offense)	M-4	2907.09(A)(1)
Public Indecency (w/prior)	M-3	2907.09

ATTACHMENT A

Offense Descriptions	Types of Offenses	ORC Statute
Receiving Stolen Property (Less than \$500)	M-1	2913.51(A)
Resisting Arrest	M-2	2921.33(A)
Riot	M-1	2917.21(A)(1)
Sexual Imposition	M-3	2907.06(A)(1)
Soliciting Prostitution	M-3	2907.25(A)
Tampering with Coin Machine (1st Offense)	M-1	2911.32
Telecommunications Harassment	M-1	2917.21(A)(1)
Unauthorized Use of a Motor Vehicle	M-1	2913.03(A)
Unauthorized Use of Property	M-4	2913.04(A)
Unlawful Restraint	M-3	2905.03
Using Weapons while Intoxicated	M-1	2923.15
Violation of Protection Order	M-1	2919.27(A)
Voyeurism	M-3	2907.08(A)
Status Offenses		
Curfew Violation		Local Legislation
Incorrigible at Home and School		2151.022(A)
Truancy from Home and School		2151.022(B)
Injure or Endangering		2151.022(C)



Principal Owner Form

(Required Document for Award Recommendations/Purchases/Contracts)

VENDOR: Please complete the following information and return it to the Cuyahoga County "Requestor"

Company Name (Legal name of the business):	CITY OF STRONGSVILLE
Principal Owner's Name (The legal name of the owner(s) of the business):	N/A -- Ohio Municipal Corporation (*)
Owner/Officer's Title:	Thomas P. Perciak, Mayor
Business Address:	16099 Foltz Parkway, Strongsville, OH 44149
Phone Number:	440-580-3145
Name of Person Completing Form:	Thomas P. Perciak
Signature:	
Title:	Mayor

(*) If there is more than one (1) principal owner, complete information for that / those person(s) as well. If a corporation, identify the CEO, President or other officers of the Corporation representing shareholders. The document **MUST** identify an individual(s) name.

CUYAHOGA COUNTY STAFF:

I certify that I have checked the Debarment/Suspension lists on the Cuyahoga County Inspector General's (IG) website and the Debarment/Suspension lists did not contain the above detailed vendor and/or principal owner.

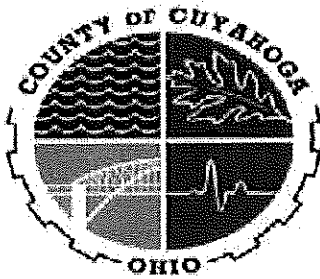
(Form is to be dated within 60 days from the Department approval (NOVUS and/or BuySpeed) for the current purchase.)

Signature: _____

Date: _____

Printed Name: _____

IG Number: _____



RQ#: _____

Independent Contractor/Worker Acknowledgment

In accordance with requirements from the Ohio Public Employees Retirement System (OPERS), Cuyahoga County is required to obtain an acknowledgment of Independent Contractor Status.

A "Business Entity" means an entity with five or more employees that is a corporation, association, firm, limited liability company, partnership, sole proprietorship, or other entity engaged in business. All individuals employed by the business entity who provide personal services to the public employer are not public employees for purposes of this purchase/contract. Cuyahoga County does not consider the individual/business employee/s a public employee and no contributions will be made to the public employee's retirement system for the services. (O.R.C. 145.036, 145.037).

Company Name (*Please print formal business name clearly*): City of Strongsville

- The above company is defined as a Business Entity as described above (O.R.C 145.037)
 If the above company is NOT defined as a Business Entity as described above (O.R.C 145.037),
Then please complete the attached Independent Contractor form.

Signature: _____

Name (*Please print clearly*): Thomas P. Perciak, Mayor, City of Strongsville

Date: _____

(OPD 04-03-17)



RQ
Cuyahoga County
Mandatory Vendor Compliance Form
(C.C.C. § 501.15 and 501.19)

By initialing next to each requirement below and by affixing my signature at the end of this document, I hereby certify that I or the company that I am authorized to represent (the "vendor") is in compliance with each requirement listed below and shall remain in compliance at the time of execution of a contract with the County. Failure to initial next to each and every requirement below may result in disqualification and/or rejection of the bid/proposal/statement of qualifications/offer. If any material breach of the certifications required below occurs during the contract performance by the vendor, the County may exercise any or all contractual remedies, including, but not limited to, contract termination for cause.

You MUST initial in the right hand column next to each criteria to certify compliance	INITIAL
1 Vendor is in compliance with Ohio's Drug-Free Workplace requirements, including, but not limited to, maintaining a substance abuse policy that its personnel are subject to on the contract (the successful vendor shall provide this policy upon request).	1
2 Vendor does not have an Experience Modification Rating greater than 1.5 with respect to the Bureau of Workers Compensation risk assessment rating.	2
3 Vendor is in compliance and will remain in compliance with Federal and Ohio Equal Opportunity Employment Laws.	3
4 Vendor will pay the prevailing wage rate and comply with other provisions set forth in Sections 4115.03 through 4115.16 of the Ohio Revised Code and Sections 4101:9-4-01 through 4101:9-4-28 of the Ohio Administrative Code, including, but not limited to, the filing of certified payroll reports.	4
5 Vendor has not been debarred from public contracts for prevailing wage violations or found or determined by the state to have underpaid the required prevailing wage, whether intentionally or unintentionally, even if settled subsequent to the finding, more than three (3) times in the last ten (10) years, provided that, when aggregating for any single project, no finding of an underpaid amount of less than \$1,000.00 shall be considered, and no single finding based upon a journeyman-to-apprenticeship ratio shall be considered a violation of this provision unless as part of multiple, similar findings.	5
6 Vendor has not been penalized or debarred from any federal, state, or local public contract or falsified certified payroll records, or has otherwise been found, after appeals, to have violated the Fair Labor Standards Act in the past seven (7) years, or during the vendors' entire time of doing business, if less than seven (7) years.	6
7 Vendor has not had the professional license of any of its employees revoked for malfeasance or misfeasance.	7
8 Vendor has not violated any unemployment or workers compensation law during the past five (5) years, or during the vendor's entire time of doing business, if less than five (5) years.	8
9 Vendor does not have final, unsatisfied judgments against it which in total amount to 50% or more of the contract amount.	9
10 Vendor will utilize, for work performed under the contract, supervisory personnel that have three (3) or more years of experience in the specific trade and who maintain the appropriate state license(s), if any.	10
11 Vendor is properly licensed to perform all work as follows: (1) if performing a trades contract, shall be licensed pursuant to Ohio Revised Code Section 4740 as a heating, ventilating, and air conditioning contractor, refrigeration contractor, electrical contractor, plumbing contractor, or hydronics contractor; (2) if performing work regulated under Section 3737.65 of the Ohio Revised Code, be certified by the State Fire Marshall; and (3) if performing work under any other trade, occupation, or profession licensed under Title 47 of the Ohio Revised Code, be licensed for that trade, occupation, or profession as provided in the Ohio Revised Code. If the applicable contract does not involve any of the above-described work, Vendor shall place "N/A" and his/her initials in the box to the right.	11
12 Vendor will, if performing a trades contract pursuant to Ohio Revised Code Section 4740, not subcontract more than twenty-five percent (25%) of the labor, excluding materials, for its awarded contract, unless to subcontractors also licensed pursuant to Ohio Revised Code Section 4740 or certified by the State Fire Marshall pursuant to Ohio Revised Code Section 3737.65. If the applicable contract does not involve this type of work, Vendor shall place "N/A" and his/her initials in the box to the right.	12
13 Vendor will provide access as needed and allow the Agency of the Inspector General to perform the functions provided for in Section 501.15 (A)(12) of the Cuyahoga County Code.	13
14 Vendor will require all if its subcontractors, at the time of execution of a subcontract, to make all of the certifications required within this form, except for certification numbers 7, 8, and 10. If the applicable contract does not involve the use of subcontractors, Vendor shall place "N/A" and his/her initials in the box to the right.	14 N/A
15 Vendor has met and will comply with all the provisions of the state law relating to ethics. Vendor has also met and will comply with all applicable provisions of the Cuyahoga County Code, including, but not limited to, Title 4 pertaining to Cuyahoga County Ethics and the Inspector General, and Title 5 pertaining to Cuyahoga County Contracting and Purchasing Procedures.	15
16 Neither Vendor nor any of its owners, principals, and senior management are delinquent on any taxes or court costs in Cuyahoga County.	16 N/A

Printed Name: Thomas P. Perciak

Company: City of Strongsville

Signature: _____

Date: _____

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 154

By: Mayor Perciak and Mr. DeMio

AN ORDINANCE APPROVING THE ACCEPTANCE OF FINANCIAL ASSISTANCE UNDER THE DRUG ABUSE RESISTANCE EDUCATION (“DARE”) LAW ENFORCEMENT GRANTS PROGRAM, AND DECLARING AN EMERGENCY.

WHEREAS, Council, by and through Ordinance No. 2017-048, passed April 3, 2017, authorized the Mayor to apply for financial assistance under the DARE Grants Program providing funds for local law enforcement agencies, and specifically for the salary of a certified DARE officer teaching or planning to teach the approved DARE curriculum in local schools in the City for the 2017-2018 school year; and

WHEREAS, the DARE Grants Program provides that grant awards are to be paid by the Ohio Attorney General’s Office to each approved applicant; and

WHEREAS, the City has been advised that its application for DARE Grants Program funds has been approved, and it accordingly has received or will receive the amount of \$32,838.75 from the Office of the Ohio Attorney General.

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 the acceptance by the City, through the Mayor, Chief of Police and/or Director of Finance of \$32,838.75 in DARE Grants Program funds to be utilized to assist the City in the payment of the salary for one (1) full-time certified DARE officer during the 2017-2018 school year, in accordance with the approved application for such funding.

Section 2. That the monies received and the funds required to meet the City’s obligation under said application, if any, have been appropriated and are to be paid respectively into and from the General Fund.

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

Section 4. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that the acceptance of such grant funds is necessary in order to defray a portion of the costs of the City's Drug Abuse Resistance Education Program, provide for continuity in the operation of the Police Department, and conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
Clerk of Council

ORD. No. 2017-154 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

Pub Hrg. _____ of: _____
 Adopted: _____ dated: _____

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2017 - 155

By: Mayor Perciak and All Members of Council

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

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

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

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

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

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

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

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

President of Council
Approved: _____
Mayor

Date Passed: _____ Date Approved: _____

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

Attest: _____
Clerk of Council

Res. ORD. No. 2017-155 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

Pub Hrg. _____ f: _____
Adopted: _____ dated: _____

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 156

By: Mayor Perciak and All Members of Council

**AN ORDINANCE AUTHORIZING A JOB/PAYROLL
CREATION INCENTIVE GRANT FOR NATIONAL
AUTOMOTIVE EXPERTS, LLC, AND DECLARING AN
EMERGENCY.**

WHEREAS, the retention and creation of jobs and employment opportunities is integral to the continued economic health of the City of Strongsville, Ohio, and its citizens; and

WHEREAS, Article XVIII, Section 3 of the Ohio Constitution grants municipalities the authority to exercise all powers of local self-government, and to adopt and enforce within their limits such local police, sanitary and other similar regulations, as are not in conflict with general laws; and

WHEREAS, Article I of the Charter of the City of Strongsville provides that the City shall have all powers of local self-government and municipal home rule now or hereafter granted to municipalities by the Constitution and laws of Ohio; and further that the powers of the City may also be exercised in such manner as may now or hereafter be provided by the general laws of Ohio not conflicting with the City Charter or Ordinances; and

WHEREAS, the use of governmental resources for the promotion of economic development in the community is in the public interest and is a proper exercise of municipal powers pursuant to Article VIII, Section 13 of the Ohio Constitution; and

WHEREAS, to this end, by adoption of Ordinance No. 2013-234, the City authorized a Job/Payroll Creation Incentive Grant Program to provide incentives to businesses to create or expand employment opportunities within the City of Strongsville without utilizing tax revenues or impacting negatively upon the local school system; and

WHEREAS, the Economic Development Director has recommended that a Job/Payroll Creation Incentive Grant application be approved and that a grant be awarded to **NATIONAL AUTOMOTIVE EXPERTS, LLC**, located at 8370 Dow Circle, Suite 100, Strongsville, Ohio 44136, based upon its application as a marketer, distributor, and administrator of warranties and vehicle service contracts; and

WHEREAS, National Automotive Experts, LLC, as employer, is committing to the creation of 30 new full-time jobs by 2018 in Strongsville, with a total new payroll of \$6,000,000.00, all arising after the effective date of the application being June 30, 2017, in accordance with Program guidelines.

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

Section 1. That pursuant to Article VIII, Section 13 and Article XVIII, Section 3 of the Ohio Constitution, and City Ordinance No. 2013-234, this Council hereby approves the application of **NATIONAL AUTOMOTIVE EXPERTS, LLC**, duly filed with the City on June 30, 2017, and authorizes the creation of a Job/Payroll Creation Incentive Grant to National Automotive Experts, LLC for a term and amount as predicated upon its application, Exhibit 1, and pursuant to the Program's terms and conditions as reflected in Exhibit 2, both of which are attached hereto and made a part hereof and which collectively shall constitute the agreement between the applicant and the City.

Section 2. That as further specified in the Incentive Grant Program, if the within project does not proceed as specified in the application, Exhibit 1, or if the company were to leave the City during the term of agreement, then Council may rescind the agreement and/or require repayment of grant monies.

Section 3. That Council hereby authorizes and appropriates funding and payment for the Job/Payroll Creation Incentive Grant from the City's non-tax revenue sources, including but not limited to the following: interest income, permit fees, activity fees, service charges, and tax incentive application and monitoring fees for National Automotive Experts, LLC, which shall be paid from the General Fund.

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

Section 5. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that the authorization and approval of the Job/Payroll Creation Incentive Grant is necessary to create new jobs and new payroll associated with an existing business within the City of Strongsville in furtherance of the City's economic development and well-being, and to generate additional tax dollars now and in the future. 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. 2017 - 156
Page 3

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
Clerk of Council

ORD. No. 2017-156 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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



CITY OF STRONGSVILLE
Application
Job/Payroll Creation Incentive Grant Program

Applicant Information:

Business Name/Entity Form: National Automotive Experts LLC

Current Address: 8370 Dow Circle W Suite 100 Strongsville
Ohio 44136

Company Website: www.naenwan.com

NAICS Code: 524210

Contact Name & Title: Andrew Seger, General Counsel

Contact e-mail Address: legal@naenwan.com

Contact Phone: 440-863-5506

Current Number of Full-Time Permanent Employees in Strongsville: 131

Current Payroll in Strongsville: \$9,670,320.30 (Annualized based on June 30 amount.)

Brief Company Description: Marketer, distributor, and administrator
of warranties and vehicle service contracts.

Principal Owners/Officers: Kelly Price & Christopher D. Neuenschwander

Federal Identification No. (FEIN): 20-4752011

Does your firm owe any monies to the State of Ohio, a State agency or Political Subdivision? If so, please explain: No.

Project Information:

Brief Project Description: Build out of approx 22,000 square feet existing office space and construction of approx. 65,000 square feet new construction office space.

Project Address/Location(s): 8370 Dow Circle W Suite 100 Strongsville Ohio 44136

Project Start Date: In progress

Estimated Completion Date: 8/1/2018

*New Full-Time Permanent Jobs Created by the Project: 30

*New Payroll Created by the Project: \$ 6,000,000

Total Project Investment:

- Real Property Investment: \$12,500,000
- Personal Property Investment: \$2,000,000

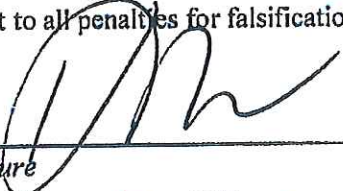
Application Fee:

- A non-refundable fee of \$ 500.00 is to be submitted with this application. A copy of the application will be attached to the final Job/Payroll Creation Incentive Grant Program Agreement, which must be submitted to City Council for approval.

Note: Certain required thresholds under the Program must be met in order to receive a grant.

Certification of Information:

Submission of this application expressly authorizes the City of Strongsville to contact any agency to confirm the statements contained herein. The Applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct, and is subject to all penalties for falsification provided under law.



Signature
Chief Executive Officer

Title

Kelly Price

Printed Name
6/30/2017

Date

Please submit completed application to:

The City of Strongsville
Department of Economic Development
16099 Foltz Parkway, Strongsville, Ohio 44149
Attention: Brent Painter, Director of Economic Development
(440) 580-3118
brent.painter@strongsville.org

JPMorgan Chase Bank, N.A.

Aug 17, 2017	005194
DATE	CHECK NO.



National Automotive Experts
 8370 Dow Circle, Suite 100
 Strongsville, OH 44136

25-3/440

(877) 222-1645
 www.naenwan.com

\$500.00

Pay Five Hundred Dollars And 00 Cents

to the Order of:

The City of Strongsville
 Dept Of Economic Development
 16099 Foltz Pkwy
 Strongsville, OH 44149



Kaitlyn White

⑈005194⑈ ⑆044000037⑆ 897973959⑈

Security features included. Details on back.

National Automotive Expe	Vendor	Vendor ID	Payment Number	Date	Check Number
	The City of Strongsville	STRONGSVILLE C	0000021530	08/17/2017	005194

Invoice Number	Date	Description	Paid Amount
APPLICATION FEE	08/15/2017	Job/Payroll Grant Program	\$500.00

TOTALS: \$500.00

National Automotive Expe	Vendor	Vendor ID	Payment Number	Date	Check Number
	The City of Strongsville	STRONGSVILLE C	0000021530	08/17/2017	005194

Invoice Number	Date	Description	Amount	Discount	Paid Amount
APPLICATION FEE	08/15/2017	Job/Payroll Grant Program	\$500.00	\$0.00	\$500.00

TOTALS: \$500.00 \$0.00 \$500.00



JOB/PAYROLL CREATION INCENTIVE GRANT PROGRAM

The City of Strongsville has established a Job/Payroll Creation Incentive Program that offers incentives to eligible businesses that are creating new, full-time jobs generating new payroll. The City will offer an eligible company an annual grant payment based on a percentage of the annual payroll withholding taxes generated by jobs that are new to the City of Strongsville.

Program Parameters/Requirements:

- The program will be structured as an incentive grant based upon the creation of new full-time jobs and payroll.
- Strongsville's payroll withholding tax is 2%. Grants are based upon a percentage of the payroll tax withheld for new jobs created as a result of an approved project (See Grant Guidelines below). Grants will be awarded using non-tax revenues.
- Each grant application must be approved by City Council and the Mayor through a specific grant agreement, prior to the applicant company undertaking the project.
- The program will be available to businesses committing to a re-location/expansion into Strongsville or existing Strongsville businesses committing to an increase of jobs and payroll in the City.
- In order to be eligible, a company locating a new business in Strongsville must create a minimum of thirty (30) new full-time jobs within a 3-year period generating a minimum new annual payroll of \$6,000,000 to the City of Strongsville and as indicated in their application.
- A company already located in Strongsville and expanding at its current facility, or expanding at a new facility within the City, must create within a 3-year period thirty (30) new full-time jobs generating a minimum annual payroll of \$6,000,000 new to the City of Strongsville, while maintaining its current employee payroll.
- All applicants must meet the minimum required number of additional new full-time jobs and new annual payroll to new or existing Strongsville businesses to be eligible, and as measured against current jobs and current payroll at time of application.
- No grant funds will be awarded until required and agreed upon minimum thresholds are met for both new full-time jobs and new annual payroll as set forth in the specific Job/Payroll Creation Grant Agreement with the City, and consistent with the above parameters. The term of the grant starts only once designated targets are met. Such targets must be maintained for each year in order to be eligible to receive the grant for that particular year.
- Independent contractor positions do not qualify as full-time jobs.
- The following categories are not eligible altogether under the Program: Retail and food service businesses; public utilities; state, federal or local governmental units, agencies or entities.



Grant Guidelines:

The maximum grant will be for eight (8) years* and 30%. All grants will be based on actual new jobs and payroll according to the following schedule:

Minimum New Full-Time Jobs Created	New Annual Payroll	Length of Grant	Award Rate
N/A	Less than \$6 million	N/A	N/A
30	\$6 million to \$9.99 million	3 years	25%
50	\$10 million to \$11.99 million	3 years	30%
70	\$12 million to \$13.99 million	4 years	30%
90	\$14 million to \$15.99 million	5 years	30%
110	\$16 million to \$17.99 million	6 years	30%
130	\$18 million to \$19.99 million	7 years	30%
150	\$20 million or above	8 years	30%

*Notwithstanding the technical parameters of the grant guidelines, an applicant may be eligible for a grant with a term not to exceed ten (10) years at a 30% award rate at the City's sole discretion only if both of the following circumstances are established: (a) The project must create at least a 75% increase over the grant guideline threshold for new annual payroll of \$20 million (i.e. \$35 million) and/or new jobs requirement of 150 new permanent full-time jobs (i.e. at least 265 new full-time jobs); and (b) is identified by the City of Strongsville as having additional extraordinary circumstances associated with the project.

- For companies already located in Strongsville, only new jobs and payroll shall be used to determine the number of years and the award percentage of the grant. The company will be required to maintain the workforce level and payroll that are current when the grant application is filed.
- If the company is leasing space, the number of years of the grant may be limited so as not to exceed the current lease term.
- If a company has multiple locations in the City and total new employment and new payroll requirements are met at any combination of locations within the City, then the company will qualify for the grant payments.
- City Council will have the discretion to customize allowable time frames for each grant agreement when unusual circumstances may warrant, so long as consistent with the parameters and intent of this Program.
- Only new payroll attributable to new employees and paid after the effective date of the application will be eligible for purposes of calculating the amount of the grants awarded.



Application Procedures:

Application forms will be available from the Economic Development Department. A non-refundable application fee of \$500.00 in the form of a check payable to the City of Strongsville shall be submitted with the application to cover administrative costs.

Program Funding:

Funding for the grant program will be charged and paid from non-tax generated revenues, including but not limited to, interest income, permit fees, service charges, activity fees, and tax incentive application and monitoring fees.

Claw Back Provision:

Each grant agreement will include a binding claw back provision requiring, at the option of the City, repayment of grant monies if the company leaves the City during the term of the agreement.

Annual Reporting:

- Upon the City's request and on forms provided by the City, companies must submit an annual Job/Payroll Creation Grant report documenting new employment and payroll, and providing whatever additional information is requested by the Director of Finance. This report will be required annually during each year that a grant is being awarded.
- The annual performance reports will be reviewed by the Director of Economic Development and the Finance Director. An annual summary report of all grants activity will be prepared by the Director of Economic Development and transmitted to the Mayor and City Council.

Termination of Agreement:

- If the project does not proceed as specified in the agreement, or the company leaves the City during the term of agreement, then Council may rescind the agreement upon recommendation of the Administration.

October 21, 2013

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 157

BY: Mayor Perciak and All Members of Council

AN ORDINANCE AMENDING ORDINANCE NO. 2007-215, WHICH DECLARED IMPROVEMENTS TO CERTAIN PARCELS OF REAL PROPERTY TO BE A PUBLIC PURPOSE, DESCRIBED THE PUBLIC IMPROVEMENTS TO BE MADE TO DIRECTLY BENEFIT SUCH PARCELS, REQUIRED THE OWNERS OF THE IMPROVEMENTS ON SUCH PARCELS TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES, ESTABLISHED A PEARL ROAD MUNICIPAL PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND FOR THE DEPOSIT OF SUCH SERVICE PAYMENTS PURSUANT TO OHIO REVISED CODE SECTIONS 5709.40, 5709.42 AND 5709.43, AND DECLARING AN EMERGENCY.

WHEREAS, on November 5, 2007, the Council of the City of Strongsville, Ohio (the “Council”) passed Ordinance No. 2007-215 (the “Pearl Road TIF Ordinance”), which declared improvements to certain parcels of real property to be a public purpose, described the public improvements to be made to directly benefit such parcels, required the owners of the improvements on such parcels to make service payments in lieu of taxes, established a Pearl Road municipal public improvement tax increment equivalent fund for the deposit of such service payments pursuant to Ohio Revised Code (“Revised Code”) Sections 5709.40, 5709.42 and 5709.43, and declared an emergency; and

WHEREAS, the Pearl Road TIF Ordinance listed Permanent Parcel 396-20-005 in Exhibit A of said Ordinance as a parcel in which improvements are exempted from taxation; and

WHEREAS, on December 22, 2015, Council passed Ordinance No. 2015-234 (the “42/82 TIF Ordinance”) which declared improvements to certain parcels of real property to be a public purpose, described the public improvements to be made to directly benefit such parcels, required the owners of the improvements on such parcels to make service payments in lieu of taxes, established the 42/82 Public Improvement Tax Increment Equivalent Fund for the deposit of such service payments pursuant to Ohio Revised Code (“Revised Code”) Sections 5709.40, 5709.42 and 5709.43, and declared an emergency; and

WHEREAS, the 42/82 TIF Ordinance also listed Permanent Parcel 396-20-005 in Exhibit A of said Ordinance as a parcel in which improvements are exempted from taxation; and

WHEREAS, Revised Code Section 5709.40(G) permits the property tax exemption under that section to begin in different years for different parcels, and to allow the first year of the exemption for each parcel to be the year on which one or more improvements is completed on that parcel or the year in which the value of the improvements to that parcel exceeds a certain amount; and

WHEREAS, the City wishes to remove Permanent Parcel 396-20-005 from the list of parcels on which improvements are exempted from taxation under the Pearl Road TIF Ordinance so that said Permanent Parcel 396-20-005 shall remain on the list of parcels on which improvements are exempted from taxation under the 42/82 TIF Ordinance.

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

Section 1. That Exhibit A of the Pearl Road TIF Ordinance is hereby amended by deleting Permanent Parcel 396-20-005 from Exhibit A of said Pearl Road TIF Ordinance.

Section 2. Except as amended in this Ordinance, the Pearl Road TIF Ordinance shall remain in full force and effect.

Section 3. Pursuant to Section 5709.40 of the Ohio Revised Code, the Clerk of Council is hereby directed to deliver a copy of this Ordinance to the Director of the Development Services Agency of the State of Ohio within fifteen days after its passage.

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

Section 5. That this Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City, and for the further reason that this Ordinance is required to be immediately effective in order to eliminate existing hazards to vehicular traffic; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor, provided it receives the affirmative vote of at least two-thirds of the members of the Council, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

President of Council

Approved: _____
Mayor

Adopted: _____, 2017

Date Approved: _____, 2017

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

Attest: _____
Clerk of Council

ORD. No. 2017-157 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

Pub Hrg. _____
Adopted: _____

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 158

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A NEW LEASE AGREEMENT WITH THE STRONGSVILLE CHAMBER OF COMMERCE FOR PREMISES LOCATED AT 18829 ROYALTON ROAD, STRONGSVILLE, OHIO, WITHOUT COMPETITIVE BIDS, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Strongsville, owner of certain premises located at 18829 Royalton Road ("premises"), has leased such premises for some years to the Strongsville Chamber of Commerce, a civic and non-profit organization, as Tenant; and

WHEREAS, by and through Ordinance No. 2017-011, this Council authorized the Mayor to exercise an option to renew and extend the current Lease Agreement for one (1) year through December 31, 2017; and

WHEREAS, therefore, both parties are now desirous of renewing their lease arrangement for an additional fixed term of five (5) years from January 1, 2018 through December 31, 2022; and

WHEREAS, it would be in the best interest of the City to enter into a new Lease Agreement consistent with Chapter 264 of the Codified Ordinances for the premises which are not otherwise needed for municipal public use.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO BY TWO-THIRDS VOTE OF ITS MEMBERS:

Section 1. That this Council hereby finds and determines that the premises located at 18829 Royalton Road, Strongsville, Ohio, are not needed for municipal public use, and accordingly authorizes and directs the Mayor to enter into a new five (5) year Lease Agreement without competitive bids, with the Strongsville Chamber of Commerce, a civic and non-profit organization, substantially in accordance with the terms and conditions set forth in the Lease Agreement attached hereto and designated Exhibit "1", and as relates to the premises reflected by the legal description which is a part of said Agreement.

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

LEASE AGREEMENT

THIS LEASE AGREEMENT is made this ____ day of _____, 2017 by and between **THE CITY OF STRONGSVILLE, OHIO**, a municipal corporation located at 16099 Foltz Parkway, Strongsville, Ohio 44149, and organized and existing pursuant to law (hereinafter called "City") and **STRONGSVILLE CHAMBER OF COMMERCE**, located at 18829 Royalton Road, Strongsville, Ohio 44136, an Ohio nonprofit corporation, (hereinafter called "Tenant").

WITNESSETH:

WHEREAS, the City is the owner of certain premises located at 18829 Royalton Road, in the City of Strongsville, hereinafter referred to as "premises"; and

WHEREAS, the City has leased the premises to the Tenant for some years; and

WHEREAS, the Tenant has previously undertaken certain repairs and capital improvements exceeding \$50,000.00 to the roof and other components of the structure and the premises as part of its lease obligation for making structural repairs and maintenance; and

WHEREAS, as a consequence, both parties are desirous of renewing their lease arrangement for an additional fixed term of five (5) years;

NOW, THEREFORE, in consideration of the premises, covenants, payments and agreements by each of the parties hereto, the City and Tenant do hereby mutually agree as follows:

1. DESCRIPTION AND LEASE OF PREMISES

The City hereby leases to Tenant, and Tenant hereby leases from City, the premises situated at 18829 Royalton Road, in the City of Strongsville, County of Cuyahoga, and State of Ohio. A legal description of the property containing such premises is attached hereto as Exhibit "A" and made a part hereof.

2. TERM

2.1 Original Term

The term of this Lease shall be five (5) years, commencing on January 1, 2018 and ending at midnight December 31, 2022.

2.2 Holding Over

If Tenant holds over in possession of the Premises after the expiration date of the original term of this Lease, and no new lease is executed, the City shall have the option of (i) renewing this Lease for an additional term of one (1) year, or (ii) considering Tenant a month-to-month tenant, in either event under the same conditions, other than term, as are provided in this Lease and then in effect, including rent. The City may exercise its option to renew this Lease as provided above by giving Tenant

notice thereof as provided in this Lease within thirty (30) days after commencement of Tenant's holding over in possession. If the City fails to give such notice within the time provided therefore, a month-to-month tenancy shall be deemed to have been created.

2.3 Negotiation of Possible Renewal

At Tenant's request, the parties will utilize good faith efforts to attempt to negotiate a mutually acceptable future renewal of this Lease Agreement.

3. TERMINATION

3.1 Cancellation by the Tenant

The Tenant shall have the right, upon thirty (30) days prior written notice to the City, to cancel this Agreement in its entirety upon or after the happening of any of the following events; such notice to be given within six (6) months after the Tenant first has knowledge of the happening of the event:

- A. The default of the City in the performance of any of the terms, covenants, or conditions to be fulfilled by it under this Lease and the failure of the City to commence cure of such default within a period of thirty (30) days following receipt by the City of written demand from the Tenant to do so, or
- B. The inability of the Tenant to conduct its business on the premises in substantially the same manner and to the same extent as theretofore conducted, for a period of at least thirty (30) days, because of: (i) any law, or (ii) rule, order, regulation or other action or non-action of any governmental authority, board, agency, court, or officer, or (iii) fire, earthquake, or other casualty or act of God or any cause not due to the fault of the Tenant and beyond its control.

3.2 Cancellation by the City

The City shall have the right upon thirty (30) days prior written notice to the Tenant, to cancel this Agreement in its entirety, upon or after the happening of any of the following events; such notice to be given within six (6) months after the City first has knowledge of the happening of the event:

- (a) If the Tenant shall voluntarily abandon or discontinue the conduct of its business on the premises for a continuous period of thirty (30) days; or
- (b) If the Tenant shall default in fulfilling any of the terms, covenants, or conditions to be fulfilled by it under this Lease and shall fail to remedy said default within thirty (30) days following receipt by the Tenant of written demand from the City to do so; or
- (c) If the Council of the City shall determine by ordinance or resolution adopted in compliance with the laws of Ohio and the Charter and ordinances of the City of Strongsville, that the premises are

otherwise needed for public or municipal use, and in which event, the City shall provide at least six (6) months prior written notice to Tenant, notwithstanding the above.

In the event of the cancellation by either party to this Agreement, the Tenant shall quit and surrender the premises and the City may re-enter and repossess the premises on the effective date of cancellation, without further requirement of notice. In the alternative or in addition to the remedies specifically provided herein, the parties may pursue any remedy permitted by law for the enforcement of any of the provisions of this Lease.

4. RENT

4.1 Basic Rent

Tenant agrees to pay to the City as rental for the original term of this Lease the sum of Fifteen Hundred Dollars (\$1,500.00), payable at the rate of Three Hundred Dollars (\$300.00) per year in advance on the first day of each year. Time is of the essence as to the due date of the payments. If the Lease is terminated, any sums paid in advance shall be prorated through the date of termination, and any remaining rentals paid for periods after the date of termination shall be refunded to the Tenant. All past due rentals shall be paid in full before this Lease becomes effective.

4.2 Effect of Increase in the Owner's Insurance Premiums

(a) If the City's expense for insurance premiums relating to the Premises is increased over that for the period immediately prior to the commencement of the original term of this Lease by reason of Tenant's use of the Premises, then the rental shall be increased over the amounts otherwise provided for in this Lease by the amount of such increase in premiums over the premium paid by the City immediately prior to the entry of Tenant into possession of the Premises.

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

4.3 Method of Payment

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

5. POSSESSION

Tenant already has possession of the Premises, and will be in possession of the Premises on the commencement date of the Original Term.

6. CONDITION OF PREMISES, REPAIRS, ALTERATIONS AND MAINTENANCE

6.1 Condition of Premises at Commencement of Term

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

6.2 Required Repairs and Maintenance by Tenant

- (a) The Tenant shall have sole responsibility to maintain and keep the premises in good condition and repair, and agrees at its sole expense to properly make such repairs to the structural, electrical and mechanical systems of the structure on the premises.
- (b) Tenant also shall have sole responsibility, at its expense, to repair and maintain all driveways, sidewalks, parking areas or other paved areas servicing the Premises. Tenant shall further, at its sole expense, keep all walks, driveways, sidewalks, parking areas or other paved areas servicing the Premises free of snow, ice, water, rubbish, dirt and other natural or artificial accumulations.
- (c) Tenant shall perform such repairs and maintenance thereon as may be necessary to maintain such areas in a clean, safe, serviceable and sound condition, and to comply with the laws, ordinances and regulations of all authorities which have jurisdiction over the Premises.

6.3 Condition of Premises at Termination of Lease

- (a) Upon the expiration or other termination of this Lease, Tenant shall remove its goods and effects and those of all persons claiming under it from the Premises, and shall deliver and yield the Premises to the City in as good repair and condition as the Premises were at the commencement of the term of this Lease, reasonable wear and tear excepted.
- (b) All improvements constructed or installed on the Premises by Tenant shall become the property of the City. Tenant may be required to remove any or all improvements installed on the Premises upon the termination of this Lease, and shall repair to the City's satisfaction or reimburse the City for any damage resulting from such removal. All improvements affixed to the Premises with the intention to make them permanent installations, whether installed by Tenant or by the City, shall be the sole property of the City, and Tenant shall have no right to remove same.

7. UTILITIES

Tenant shall pay all charges for the use of sewers, water, light, fuel or other utilities relating to the Premises, including but not limited to connection charges and meter costs, if any. Wherever possible, Tenant shall make all payments directly to the

provider of the services; otherwise, Tenant shall promptly reimburse the City for all payments made directly by the City to the providers of such services.

8. TAXES

The Tenant shall pay all lawful taxes, assessments and charges of like nature, if any, which, during the term of this Lease may be levied or become a lien by virtue of levy, assessment or charge of any governmental entity upon or in respect to the premises, or any improvements thereon, unless exempted by the tax or assessment levying body, including but not limited to any real estate taxes or assessments.

9. INSURANCE

9.1 Public Liability Insurance

Tenant shall obtain, at its expense, effective as of the commencement of its right to occupy the Premises, and will maintain so long as Tenant continues to occupy or lease any part of the Premises, complete comprehensive liability insurance, under which the City will be named as an additional insured, the policy or policies to be in such form and issued by such company or companies as are satisfactory to the City, in the sum of One Million Dollars (\$1,000,000.00) in the event of injury to one person or damage to property and Two Million Dollars (\$2,000,000.00) in the event of injuries to more than one person or damage to property arising out of each occurrence for which a claim for damages may result. A copy or copies of said policy or policies, or a certificate or certificates thereof, will be deposited with the City together with evidence of payment of the premiums thereon, within thirty (30) days after their issuance. The foregoing policies shall contain a special provision which establishes that the insurance company agrees that thirty (30) days prior to cancellation or reduction of the insurance afforded by the policy, written notice of the action to be taken will be mailed to the City of Strongsville. The Tenant shall possess sufficient workers' compensation coverage for any employees.

9.2 Fire, Extended Coverage and Similar Coverages

If insurance coverage of all or any part of the Premises against loss or damage by fire, lightning, such perils as are at this time comprehended within the term "Extended Coverage," vandalism, malicious mischief, boiler and risk form, such perils as are included in the "Superior Form" of policy as issued by the Factory Insurance Association, Improved Risk Mutual, or similar organization, war risk, floods, earthquakes, rent insurance, etc., should be desired by the City, such insurance shall be provided and maintained at the sole responsibility and expense of Tenant. If such additional insurance coverage is required by the City, Tenant will be notified consistent with Section 17 of this Lease, and such as may be necessary to protect the improvements in the Premises.

10. USE

10.1 General

- (a) Tenant shall occupy and use the Premises to operate and conduct the business of the Strongsville Chamber of Commerce, and in

furtherance thereof to establish offices and conduct meetings of its committees, boards, offices and membership, and for no other purpose, and in a careful, safe and proper manner and shall not commit or suffer any waste therein. Tenant shall not occupy or use the Premises for any unlawful purpose, in violation of any lawful covenant or condition of record restricting the use of the Premises, or in any way that would cause foreseeable harm or injury to others. In its occupation and use of the Premises, Tenant shall comply with all laws, ordinances, rules, regulations, requirements and orders of all governmental authorities having jurisdiction over the Premises.

- (b) If any such authority notifies the City of a violation of any such law, ordinance or regulations, the City shall notify Tenant thereof, and Tenant shall have ten (10) days following such notice to correct such violations. Failure by Tenant to so act within such ten (10) day period shall constitute a default for the purpose of this Lease.
- (c) All excise taxes, license fees, real estate taxes, if any, and charges for permits which may arise from the use or operation of the Premises or the conduct of any business thereon shall be payable by Tenant, and Tenant shall save the City harmless from all liability therefor.

10.2 Alterations and Improvements

- (a) Upon obtaining the City's prior written consent, Tenant may, at its expense, make such alterations and improvements to the Premises as shall be necessary for its use of the Premises consistent with the Lease, provided that no such alterations will materially decrease the value or marketability of the Premises. The City may withhold such consent, if (i) the proposed alterations or additions materially decrease the value or marketability of the Premises, (ii) the proposed alterations or additions, in the view of the City, interfere with its future plans for the Premises, (iii) Tenant fails to provide the City with reasonably sufficient drawings and specifications of work to be done and materials to be used, (iv) Tenant fails to provide the City with sufficient security to assure that proper insurance and workers' compensation coverage are in effect during the performance of any work and that the work will be completed free of liens against the Premises, and (v) the proposed alterations and additions are not approved by the City Planning Commission. Such alterations and improvements shall be done in a good, workmanlike manner and in accordance with all applicable laws, ordinances, rules and regulations.
- (b) The City at its sole expense may make such alterations and additions affecting the Premises as it might desire provided that the

same shall not materially impair Tenant's use of the Premises consistent with this Lease.

11. DEFAULT

11.1 Events Constituting Default

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

11.2 Effect of Default

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

11.3 Waiver of Default

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

12. MECHANICS' LIENS

The Tenant shall not permit any mechanics', laborers', materialmens' or other liens to stand against the Premises for any labor, machinery or material furnished or

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

13. QUIET ENJOYMENT

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

14. RIGHT OF ENTRY

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

15. INDEMNITY

Tenant will indemnify, hold harmless and defend the City, its agents, employees, individual officials, and officers from any and all claims, liabilities, demands, costs, damage or loss to persons (including loss of life) or property which may arise from the Tenant's use of the Premises or from the conduct or management of or from any work or thing done in or about the Premises by or on behalf of Tenant or any employee, agent, invitee or licensee of Tenant, together with all costs, expenses and attorneys' fees incurred by the City in connection with any such claim, demand, or legal proceeding arising therefrom brought against the City.

16. ASSIGNMENT, SUBLEASE OR CHANGE OF ORGANIZATION

16.1 Assignment and Sublease

Tenant shall not assign, transfer, convey, or dispose of this Lease or any of its benefits or burdens under this Lease, or sublet all or any part of the Premises, or permit all or any part of the Premises to be used or occupied by others unless Tenant first obtains the City's prior written consent appropriately authorized by law. The City may, in its discretion, withhold such consent.

16.2 Change of Organization of Tenant

Tenant shall not terminate its existence, materially change its form of organization or its status under law, or permit the transfer of all, or substantially all of its assets without first having obtained the City's consent. The City shall not unreasonably withhold such consent.

17. NOTICES

All notices to the City shall be sent to:

The City of Strongsville
16099 Foltz Parkway
Strongsville, Ohio 44149
Attention: Mayor

With a copy to the Law Director

All notices to Tenant shall be sent to:

The Strongsville Chamber of Commerce
18829 Royalton Road
Strongsville, Ohio 44136

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

18. PARTIES BOUND AND BENEFITTED

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

This Section shall not be construed to abridge, modify or remove the prohibitions or restrictions on assignment, subleasing, permission to occupy or similar acts contained elsewhere in this Lease.

19. NONDISCRIMINATION

Tenant agrees to comply with all applicable federal, state, county and local laws regarding nondiscrimination, and specifically agrees not to discriminate against any employee or applicant for employment or otherwise in connection with its activities because of race, color, religion, creed, gender, national origin, sexual preference, or disability.

20. RELATIONSHIP OF THE PARTIES

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

21. ONLY AGREEMENT

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

22. CAPTIONS

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

23. GOVERNING LAW

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

24. COUNTERPARTS

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

IN WITNESS WHEREOF, the City and Tenant have caused this Lease to be executed by their duly authorized officers as of the day and year first above written.

Witnesses:

"CITY"
CITY OF STRONGSVILLE

By: _____
Thomas P. Perciak
Its: Mayor _____

**"TENANT"
STRONGSVILLE CHAMBER OF
COMMERCE**

By: Amy J. Furee
Its: Executive Director

STATE OF OHIO)
) ss
COUNTY OF CUYAHOGA)

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

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

Notary Public

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

By: _____
Law Director

Date: _____

STATE OF OHIO)
) ss
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named, **STRONGSVILLE CHAMBER OF COMMERCE**, by Amy J. Furee, its Executive Director, who acknowledged that he/she did sign

the foregoing instrument and that the same is the free act and deed of said non-profit corporation and is his/her free act and deed personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Strongsville, Ohio, this 3rd day of August, 2017.

Rosalee M. Hetzel
Notary Public



ROSALEE M. HETZEL, Notary Public
State of Ohio
County of Cuyahoga
My Commission Expires July 12, 2022

EXHIBIT "A"

LEGAL DESCRIPTION

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio, and known as being part of Original Strongsville Township, Lot No. 55, bounded and described as follows:

Beginning at a point in the center line of Pearl Road (formerly Wooster Pike) distant 30' easterly at right angles from an iron monument in the center line of Westwood Road (formerly Depot Road);

Thence southerly measured along the center line of Pearl Road 376.691' to a point in the southerly line of center common;

Thence north $88^{\circ} 50' 00''$ east along the southerly line of Center Common 183.00' to an iron pin, which point is the principal place of beginning;

Thence continuing easterly along the southerly line of Center Common 100.57' to an iron monument;

Plow
Thence South 115.90' parallel with the center line of Pearl Road to an iron monument;

Thence north $85^{\circ} 51' 22''$ west 59.60' to an iron monument;

Thence south 15.62' parallel with the center line of Pearl Road to an iron monument;

Thence south $88^{\circ} 50' 00''$ west 41.14' parallel with said southerly line of Center Common to an iron monument, which is the southeasterly corner of premises registered in Arthur Hirt and Hobert Hirt by Certificate of Title Number 77514;

WEST DEPOT
Thence north 126.00' along the easterly line of premises, so registered in said Certificate of Title Number 77514 and parallel with the center line of Pearl Road to the principal place of beginning, be the same more or less, and subject to all legal highways.

0.2348



CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 159

By: Mayor Perciak and All Members of Council

AN ORDINANCE RATIFYING, APPROVING AND AUTHORIZING THE FILING OF AN APPLICATION FOR FINANCIAL ASSISTANCE FROM THE OHIO ATTORNEY GENERAL'S OFFICE IN CONNECTION WITH THEIR LAW ENFORCEMENT DIVERSION PROGRAMS RELATING TO THE OPIOID EPIDEMIC, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Strongsville has experienced an exponential rise in drug overdoses directly related to the opioid epidemic over the last four years; and

WHEREAS, the number of drug overdose calls that the Strongsville Police and Fire Departments have responded to over the past four years has increased significantly and still continues to accelerate; and

WHEREAS, the Ohio Attorney General's Office recently announced that new State grant money is being made available to Ohio law enforcement agencies that partner with treatment providers, such as faith-based organizations, children's service organizations, or other appropriate agencies, and who apply for financial assistance in order to replicate successful law enforcement diversion programs that are similar to Drug Abuse Response Teams (DART) and Quick Response Teams (QRT) that have been successful in other communities in the State of Ohio; and

WHEREAS, the total allocation for the grant program for fiscal years 2018 and 2019 is \$3,000,000.00, with an anticipated average award of \$150,000.00 over two years; and

WHEREAS, in order to meet the deadline for submission of applications to receive funding under the Ohio Attorney General's Office Law Enforcement Diversion Programs for the fiscal years 2018 and 2019, the City, through its Police Department, has applied for funding in order to form a Quick Response Team to combat the growing trend of opioid drug overdoses.

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 ratifies, confirms and approves the submission of an application for financial assistance to the Ohio Attorney General's Office Law Enforcement Diversion Programs for fiscal years 2018 and 2019, in the form on file with the Chief of Police.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2017 – 159
Page 2

Section 2. That execution and filing by the Mayor and Chief of Police and/or other appropriate officers of the City be and is hereby ratified, approved and authorized for an application to the Ohio Attorney General’s Office Law Enforcement Diversion Programs for funding of up to approximately \$150,000.00 for fiscal years 2018 and 2019, in order to form a Quick Response Team related to the opioid epidemic in the City of Strongsville.

Section 3. That any funds required to meet the City’s obligation under said application have been appropriated and shall be paid from the General Fund, and any grant funds awarded to the City shall be deposited to such fund.

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

Section 5. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to ratify and approve the filing of the application in order to meet the filing deadline and be eligible to receive the available funding. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

_____ Approved: _____
 President of Council Mayor

Date Passed: _____ Date Approved: _____

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

Attest: _____
 Clerk of Council

ORD. No. 2017-159 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 160

By: Mayor Perciak and All Members of Council

AN ORDINANCE APPROVING AND ADOPTING MID-YEAR REPLACEMENT PAGES TO THE CODIFIED ORDINANCES OF THE CITY, REPEALING ORDINANCES AND RESOLUTIONS IN CONFLICT THEREWITH, AND DECLARING AN EMERGENCY.

WHEREAS, in order to conform with the changes adopted by the Ohio General Assembly and with current State law as required by the Ohio Constitution, it is necessary for the City to amend certain provisions within its Traffic and General Offenses Codes; and

WHEREAS, various ordinances of a general and permanent nature have been passed by Council since January 3, 2017 and through July 17, 2017, which now should be included in the Codified Ordinances; and

WHEREAS, Council has heretofore entered into a contract with the Walter H. Drane Company to prepare and publish the aforesaid amendments and revisions on a semi-annual basis.

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

Section 1. That the additions and amendments to the Traffic Code and the General Offenses Code of the Codified Ordinances of the City of Strongsville, as prepared by the Walter H. Drane Company in order to comply with current State law, be and are hereby approved and adopted; and the ordinances of Strongsville of a general and permanent nature, as revised, re-codified, rearranged and consolidated into component codes, titles, chapters and sections within the mid-year 2017 replacement pages to the Codified Ordinances be and are hereby approved and adopted, all as set forth in Exhibit A attached hereto and incorporated herein by reference.

Section 2. That any other ordinances or resolutions or parts thereof in conflict with any of the above Ordinances shall, to the extent of any conflict, be and are hereby repealed.

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

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2017 – 160
Page 2

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 there exists an imperative necessity for the earliest publication and distribution of the aforesaid amendments to the Codified Ordinances to the officials and residents of the City, so as to facilitate the administration and daily operation of the City and its departments, and to avoid practical and legal entanglements. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

_____ Approved: _____
 President of Council Mayor

Date Passed: _____ Date Approved: _____

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

Attest: _____
 Clerk of Council

ORD. No. 2017-160 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

EXHIBIT "A"

<u>Ord. No.</u>	<u>Date</u>	<u>C.O. Section</u>
2017-024	2-21-17	250.01
2017-027	4-17-17	876.01 to 876.06, 876.99
2017-134	7-17-17	618.12(c)

Traffic Code

414.10	Driver's Duties Upon Approaching Ambiguous Traffic Signal. (Amended)
432.03	Overtaking, Passing to Left; Driver's Duties. (Amended)
434.01	Driving Under the Influence. (Amended)
439.09	Display of License Plates. (Amended)
452.06	Unattended Vehicles: Duties. (Amended)

General Offenses Code

606.01	General Definitions. (Amended)
606.12	Failure to Report a Crime, Injury or Knowledge of Death. (Amended)
636.125	Contributing to Child Delinquency. (Amended)
642.09	Arson. (Amended)
672.01	Weapons Definitions. (Amended)
627.02	Carrying Concealed Weapons. (Amended)
627.04	Improperly Handling a Firearm in a Motor Vehicle. (Amended)

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 161

By: Mayor Perciak

AN ORDINANCE AMENDING ORDINANCE NO. 2010-038 IN ORDER TO INCREASE THE HOURLY RATES FOR SPECIAL LEGAL COUNSEL IN CONNECTION WITH ONGOING COLLECTIVE BARGAINING AND LABOR RELATIONS MATTERS, AND DECLARING AN EMERGENCY.

WHEREAS, by and through Ordinance No. 2010-038, this Council authorized the Mayor to employ special legal counsel and enter into an agreement with Attorney Jon M. Dileno and the law firm of Zashin & Rich Co., L.P.A., in order to provide professional legal services to the City in connection with various collective bargaining and labor relations matters; and

WHEREAS, since that time, such special counsel has requested an increase in the hourly rates charged to the City; and

WHEREAS, the City's Law Director has recommended that due to the continuing need for special outside legal services with regard to ongoing collective bargaining and labor relations matters, it will be necessary, and in the best interest of the City, to amend the prior Ordinance for such special legal counsel in order to provide for an increase in hourly rates charged to the City, as set forth in the letter from Zashin & Rich Co., L.P.A. attached hereto as Exhibit A.

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

Section 1. That Ordinance No. 2010-038 is hereby amended in order to provide for an increase in the hourly rates for the special legal counsel in connection with ongoing collective bargaining and labor relations matters, in accordance with the prior agreement entered into with **ATTORNEY JON M. DILENO**, and the law firm of **ZASHIN & RICH CO., L.P.A.**, as set forth in the letter attached hereto as Exhibit A.

Section 2. That the funds for the purpose of such services and said agreement have been appropriated and shall be paid from the General Fund, Fire Levy Fund, Multi-Purpose Complex Fund, and the Street Construction Maintenance & Repair Fund; and the Director of Finance be and is hereby authorized and directed to issue payment in accordance with the terms and conditions of such proposal and agreement.

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

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2017 – 161
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 the continuation of such special legal services is immediately necessary in order to protect the legal interests of the City and provide ongoing representation to the City in pending collective bargaining and labor relations matters, and conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

_____ Approved: _____
 President of Council Mayor

Date Passed: _____ Date Approved: _____

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

Attest: _____
 Clerk of Council

ORD. No. 2017-161 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

ZASHIN & RICH

Ernst & Young Tower | 950 Main Avenue, 4th Floor | Cleveland, Ohio 44113 | p: 216 696 4441 | f: 216 696 1648 | zrlaw.com

RECEIVED

AUG 10 2017

LAW DEPARTMENT
CITY OF STRONGSVILLE



Jon M. Dileno
Attorney at Law
jmd@zrlaw.com

August 10, 2017

VIA ELECTRONIC MAIL

Neal M. Jamison, Esq.
Law Director
City of Strongsville
16099 Foltz Parkway
Strongsville, Ohio 44149-5598

RE: Zashin & Rich Legal Fees

Dear Mr. Jamison:

As you know, I have been representing the City in its labor matters since 2010 and it has been my honor and pleasure to represent the City throughout these 7 ½ years. As you also know, in our profession there are periodic increases in rates which occur. Since my representation began and through the first five years of representing the City, I had not requested an increase to our hourly rates. In late 2015, I requested a relatively modest increase of \$20 per hour to our partner-level and associate-level rates (with no adjustment to our paralegal rate), bringing our hourly rates up to \$270 for partner-level work (an 8%) increase, and \$210 for associate-level work. The City has accommodated that request to date. I am now re-submitting that request such that we continue our hourly rates for the remainder of 2017 and for 2018 as follows:

Partner-level:	\$270/hour
Associate-level:	\$210/hour
Paralegal:	\$115/hour

I appreciate your consideration of this request and look forward to what will hopefully be many years of ongoing representation of the City of Strongsville.

Very truly yours,

ZASHIN & RICH CO., L.P.A.



Jon M. Dileno

JMD/tr

EXHIBIT A

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2017 – 162

By: Mayor Perciak and All Members of Council

A RESOLUTION URGING THE FEDERAL AVIATION ADMINISTRATION TO HAVE A COMMUNITY MEETING WITH THE CITY OF STRONGSVILLE IN REFERENCE TO THE FLIGHT PATHS AT CLEVELAND HOPKINS INTERNATIONAL AIRPORT, AND DECLARING AN EMERGENCY.

WHEREAS, the Federal Aviation Administration (“FAA”) is proposing changes in flight patterns at Cleveland Hopkins International Airport; and

WHEREAS, the FAA is preparing to convert its current ground-based radar tracking system at Cleveland Hopkins International Airport to a satellite-based navigation system; and

WHEREAS, the FAA and Cleveland Hopkins International Airport have already received feedback from certain communities at public meetings about these proposed changes.

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

Section 1. That the Council of the City of Strongsville hereby requests the FAA to meet with the City of Strongsville so that the City of Strongsville has its own community meeting and input before the FAA implements new flight paths for Cleveland Hopkins International Airport.

Section 2. That the Clerk of Council is hereby directed to forward a certified copy of this Resolution to Christina Drouet, Great Lakes Regional Administrator, Federal Aviation Administration, O’Hare Lake Office Center, 2300 East Devon Avenue, Des Plaines, Illinois 60018, and to Robert W. Kennedy, Director of Port Control, City of Cleveland, 5300 Riverside Drive, Cleveland, Ohio 44135.

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 immediately necessary for the preservation of the public peace, health, safety and

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2017 - 162

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welfare of the City, and for the further reason that the City of Strongsville requests the FAA to meet with the City regarding the proposed changes to flight patterns at Cleveland Hopkins International Airport. Therefore, provided this Resolution receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
Clerk of Council

Res.
 ORD. No. 2017-162 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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