

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2015 – 245

By: Mayor Perciak

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AMENDMENT TO THE INDEPENDENT CONTRACTOR AGREEMENT WITH TACTICAL PLANNING, LLC AND GEORGE SMERIGAN, AS PLANNING CONSULTANT, FOR PROFESSIONAL SERVICES TO THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

WHEREAS, by and through Ordinance No. 2013-209, passed on September 16, 2013, Council approved and authorized an Independent Contractor Agreement with Tactical Planning, LLC and George Smerigan, for professional planning services to assist the City's continuing planning and development program, including all planning services required by the City's Mayor, Council, Boards, Commissions and attorneys; and

WHEREAS, it is the desire of the City and the Independent Contractor consultant to amend the compensation for such consultant, commencing January 1, 2016.

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 execute and enter into an Amendment to Agreement between Tactical Planning, LLC and George Smerigan and the City of Strongsville, for professional planning services, effective commencing January 1, 2016, which in all respects is hereby approved. A copy of said Amendment to Agreement is attached hereto as Exhibit A and incorporated herein by reference.

Section 2. That the funds for the purpose of said Amendment shall be appropriated and paid from the General Fund; and the Director of Finance of the City be and is hereby authorized and directed to issue payment in accordance with the terms and conditions of such 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.

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 fair compensation to the City's planning consultant, for the continuity of professional planning services to the City, its Mayor, Council Boards and Commissions. 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.

Michael Daymut
 President of Council

Approved: Thomas B. Serier
 Mayor

Date Passed: December 7, 2015

Date Approved: December 8, 2015

	Yea	Nay
Carbone	<input checked="" type="checkbox"/>	_____
Daymut	<input checked="" type="checkbox"/>	_____
DeMio	<input checked="" type="checkbox"/>	_____
Dooner	<input checked="" type="checkbox"/>	_____
Maloney	Absent	_____
Schonhut	<input checked="" type="checkbox"/>	_____
Southworth	<input checked="" type="checkbox"/>	_____

Attest: Kimberly Priestka
 Clerk of Council

ORD. No. 2015-245 Amended: _____
 1st Rdg. 12-7-15 Ref: _____
 2nd Rdg. Suspended Ref: _____
 3rd Rdg. Suspended Ref: _____

 Pub Hrg. _____ Ref: _____
 Adopted: 12-7-15 Defeated: _____

**AMENDMENT TO AGREEMENT
BETWEEN
CITY OF STRONGSVILLE, OHIO
AND
TACTICAL PLANNING, LLC and GEORGE SMERIGAN**

THIS AMENDMENT TO AGREEMENT made at Strongsville, Ohio, this 8 day of December, 2015, by and between the **CITY OF STRONGSVILLE**, Ohio, hereinafter referred to as the "City," and **TACTICAL PLANNING, LLC and GEORGE SMERIGAN**, hereinafter collectively referred to as the "Consultant."

WITNESSETH:

WHEREAS, by and through Ordinance No. 2013-209, passed on September 16, 2013, City Council approved and authorized an Independent Contractor Agreement with Tactical Planning, LLC and George Smerigan, for professional planning services to assist the City's continuing planning and development program, including all planning services required by the City's Mayor, Council, Boards, Commissions and attorneys; and

WHEREAS, the parties now mutually desire to amend the compensation for the Consultant; and

WHEREAS, to this end, the within Amendment to the Agreement is hereby authorized.

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

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

* * *

**SECTION III
COMPENSATION**

A. For services as described in Section I of this Agreement from September 17, 2013 through December 31, 2013, and thereafter if renewed, the City shall compensate the Consultant based upon a lump sum retainer fee on an annualized basis of ~~Thirty-Six Thousand~~ **Forty-Two Thousand** and No/100 Dollars (~~\$3642,000.00~~) per year, plus Reimbursable Expenses.

B. *Reimbursable Expenses.* Reimbursable Expenses are in addition to the Compensation for services as described in this Agreement made by the Consultant including the expenses of plan and map reproduction. Reimbursable Expenses shall be reasonable and documented, and shall not be accrued without prior written authorization of the City. They shall be paid monthly as incurred and invoiced by the Consultant.

C. *Payments to Consultant.* Payments for Services as defined in Section I of this Agreement shall be made monthly in the amount of Three Thousand **Five Hundred** and 00/100 Dollars (\$3,9500.00) at the beginning of each month.

D. Payments for "Additional Services" as referred to above in Section I and in the attached Exhibit A, shall be provided on an hourly rate basis at the rate of One Hundred Dollars (\$100.00) per hour, and/or at the City's option based upon a negotiated and mutually agreeable fixed fee amount.

* * *

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

3. This Amendment to Agreement shall be binding upon the City and the Consultant and their respective legal representatives, successors and assigns.

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

Signed in the presence of:

Aimee Printka

"CONSULTANT"

**TACTICAL PLANNING, LLC and
GEORGE SMERIGAN**

By: 

George Smerigan, Managing Member


George Smerigan, Individually as Planner

"CITY"

CITY OF STRONGSVILLE

Aimee Printka

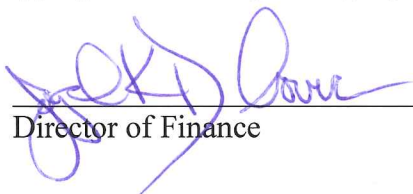
By: 

Thomas P. Perciak, Mayor

CERTIFICATE OF DIRECTOR OF FINANCE

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

12-8-15
Date


Director of Finance

CERTIFICATE OF LAW DIRECTOR

I have hereby reviewed approved the form of the foregoing Amendment to Agreement this 8th day of December 2015.


Kenneth A. Kraus, Law Director