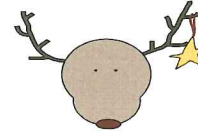


City of Strongsville

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



City Council

Michael J. Daymut
President of Council
Ward 1

Matthew A. Schonhut
Ward 2

James E. Carbone
Ward 3

J. Scott Maloney
Ward 4

Joseph C. DeMio
At-Large

Kenneth M. Dooner
President Pro Tem
At-Large

Duke Southworth
At-Large

Aimee Pientka, CMC
Clerk of Council
aimee.pientka@strongsville.org

Tiffany Mekeel
Assistant Clerk of Council
tiffany.mekeel@strongsville.org

December 11, 2014

MEETING NOTICE

City Council has scheduled the following meetings for **Monday, December 15, 2014**, to be held in the Caucus Room and the Council Chamber at the ***Mike Kalinich Sr. City Council Chamber, 18688 Royalton Road***:

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

7:30 P.M.

Planning Zoning and Engineering Committee will meet to discuss Ordinance Nos. 2014-229, 2014-238, 2014-239, 2014-240, 2014-241, 2014-242 and 2014-243.

Finance Committee will meet to discuss Ordinance No. 2014-244.

Public Safety and Health Committee will meet to discuss Ordinance Nos. 2014-245 and 2014-246.

Recreation and Community Services Committee will meet to discuss Ordinance No. 2014-247.

Public Service and Conservation Committee will meet to discuss Resolution Nos. 2014-248, 2014-249 and 2014-250.

Economic Development Committee will meet to discuss Ordinance No. 2014-251.

Committee of the Whole will meet to discuss the Trex Economic Development transfer of Class D permits listed on this evening's agenda.

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, CMC
Clerk of Council



STRONGSVILLE CITY COUNCIL REGULAR MEETING
MONDAY, DECEMBER 15, 2014 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 – December 01, 2014*
6. APPOINTMENTS AND CONFIRMATIONS:
7. REPORTS OF COUNCIL COMMITTEES:
 - SOUTHWEST GENERAL HEALTH SYSTEM – Mr. Southworth:
 - SCHOOL BOARD – Mr. Carbone:
 - BUILDING AND UTILITIES – Mr. Schonhut:
 - COMMUNICATIONS AND TECHNOLOGY – Mr. Schonhut:
 - ECONOMIC DEVELOPMENT – Mr. Daymut:
 - FINANCE – Mr. Dooner:
 - PLANNING, ZONING AND ENGINEERING – Mr. Maloney:
 - PUBLIC SAFETY AND HEALTH – Mr. DeMio:
 - PUBLIC SERVICE AND CONSERVATION – Mr. Carbone:
 - *Motion to ratify, approve and note the burial of Stanley Hamm in Section F, Lot #27, Grave E, based on the owner's expressed designation of wishes stated prior to her passing for interments in the Strongsville Municipal Cemetery.*
 - RECREATION AND COMMUNITY SERVICES – Mr. Southworth:
 - COMMITTEE-OF-THE-WHOLE – Mr. Daymut:

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

- MAYOR PERCIAK:
- FINANCE DEPARTMENT - Mr. Dubovec:
- LAW DEPARTMENT- Mr. Kolick:

9. AUDIENCE PARTICIPATION:

10. ORDINANCES AND RESOLUTIONS:

- Ordinance No. 2014-229 by Mr. Maloney. AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN VACANT REAL ESTATE LOCATED NEAR WESTWOOD DRIVE AND OLYMPUS WAY (PART OF PPN 392-30-006) IN THE CITY OF STRONGSVILLE FROM R1-75 (ONE FAMILY 75) CLASSIFICATION TO PF (PUBLIC FACILITIES) CLASSIFICATION, AND DECLARING AN EMERGENCY. First reading and referred to Planning Commission 12-01-14. Favorable recommendation by Planning Commission 12-04-14.
- Ordinance No. 2014-238 by Mr. Maloney. 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 FABRIZI TRUCKING AND PAVING CO., INC., IN CONNECTION WITH THE PEARL ROAD WIDENING PROJECT PHASE II (CUY-42-0.00); AUTHORIZING THE MAYOR, CITY ENGINEER AND DIRECTOR OF FINANCE TO RELEASE 50% OF THE CURRENT RETAINAGE, AND DECLARING AN EMERGENCY.
- Ordinance No. 2014-239 by Mr. Maloney. AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ISSUE AND APPROVE CHANGE ORDER NO. 1 (FINAL) FOR AN INCREASE IN THE CONTRACT PRICE IN ACCORDANCE WITH THE PROVISIONS OF THE CONTRACT BETWEEN THE CITY OF STRONGSVILLE AND KONSTRUCTION KING, INC., IN CONNECTION WITH THE PAVEMENT RECONSTRUCTION PROGRAM FOR 2014-PHASE II, AND DECLARING AN EMERGENCY.
- Ordinance No. 2014-240 by Mr. Maloney. AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT A GRANT OF EASEMENT FROM EDGEBROOK, LLC FOR THE INSTALLATION AND MAINTENANCE OF A WATER MAIN FOR WATER CIRCULATION PURPOSES ONLY IN THE CITY OF STRONGSVILLE IN CONNECTION WITH EDGEBROOK SUBDIVISION PHASE 2, AND DECLARING AN EMERGENCY.
- Ordinance No. 2014-241 by Mr. Maloney. AN ORDINANCE ACCEPTING FOR DEDICATION TO PUBLIC USE CERTAIN LANDS WITHIN AVERY WALDEN RESERVE SUBDIVISION, PHASE 3; ACCEPTING CERTAIN PUBLIC UTILITIES CONSTRUCTED THEREIN AND AUTHORIZING AND DIRECTING THE ACTS REQUIRED IN FURTHERANCE THEREOF, AND DECLARING AN EMERGENCY.

- Ordinance No. 2014-242 by Mayor Perciak and Mr. Maloney. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT TO ACCEPT AN EASEMENT FOR THE CONSTRUCTION, RECONSTRUCTION, MAINTENANCE, OPERATION AND REPAIR OF A SANITARY SEWER WITH INTENT TO VACATE AN EXISTING EASEMENT IN CONNECTION WITH PROPERTY LOCATED OFF OF HOWE ROAD AND KNOWN AS PERMANENT PARCEL NO. 396-25-003, AND DECLARING AN EMERGENCY.
- Ordinance No. 2014-243 by Mayor Perciak and Mr. Maloney. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT FOR THE ASSIGNMENT OF AN EASEMENT FOR THE CONSTRUCTION, RECONSTRUCTION, MAINTENANCE, OPERATION AND REPAIR OF A SANITARY SEWER WITH INTENT TO VACATE IN PART AN EXISTING EASEMENT IN CONNECTION WITH PROPERTY LOCATED OFF OF HOWE ROAD AND KNOWN AS PERMANENT PARCEL NOS. 399-04-004 AND 009, AND DECLARING AN EMERGENCY.
- Ordinance No. 2014-244 by Mayor Perciak. AN ORDINANCE MAKING APPROPRIATIONS FOR THE ANNUAL EXPENSES AND OTHER EXPENDITURES OF THE CITY OF STRONGSVILLE, OHIO FOR THE YEAR 2015.
- Ordinance No. 2014-245 by Mr. DeMio. AN ORDINANCE AUTHORIZING THE SALE BY INTERNET AUCTION, OF CERTAIN OBSOLETE PROPERTY NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE BY THE CITY'S FIRE DEPARTMENT AND DECLARING AN EMERGENCY.
- Ordinance No. 2014-246 by Mayor Perciak and Mr. DeMio. AN ORDINANCE RATIFYING AND AUTHORIZING THE MAYOR'S APPLICATION ON BEHALF OF THE CITY OF STRONGSVILLE FOR FY2014 ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM FUNDS FOR THE PURCHASE OF FIREFIGHTER PERSONAL PROTECTIVE EQUIPMENT, SPECIFICALLY SELF-CONTAINED BREATHING APPARATUS, AIR CYLINDERS AND FACE PIECES, FOR USE BY THE CITY'S FIRE DEPARTMENT, AND DECLARING AN EMERGENCY.
- Ordinance No. 2014-247 by Mayor Perciak and Mr. Southworth. AN ORDINANCE AMENDING SECTION 2 OF ORDINANCE NO. 2014-024 TO INCREASE THE APPROPRIATED CONTRACT AMOUNT AND AMEND THE CONTRACT WITH ADLER TEAM SPORTS FOR PURCHASE OF YOUTH SPORTS WEARING APPAREL FOR USE BY THE RECREATION DEPARTMENT OF THE CITY, WITHOUT FURTHER PUBLIC BIDDING, AND DECLARING AN EMERGENCY.
- Resolution No. 2014-248 by Mayor Perciak and Mr. Carbone. A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS FOR SWEEPING OF STREETS WITHIN THE CITY OF STRONGSVILLE.
- Resolution No. 2014-249 by Mayor Perciak and Mr. Carbone. A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS FOR HEATING, VENTILATING AND AIR CONDITIONING AND PLUMBING MAINTENANCE GENERAL SERVICES FOR CERTAIN MUNICIPAL BUILDINGS OF THE CITY OF STRONGSVILLE.

- Resolution No. 2014-250 by Mr. Carbone. A RESOLUTION GRANTING PERMISSION TO TRANSFER CERTAIN CERTIFICATES FOR BURIAL RIGHTS IN THE STRONGSVILLE MUNICIPAL CEMETERY [Schaller/Ferry].
- Ordinance No. 2014-251 by Mayor Perciak and All Members of Council. AN ORDINANCE AMENDING ORDINANCE NO. 2013-270 IN ORDER TO ADD A RESTRUCTURED VITA-MIX CORPORATION AND TWO AFFILIATES TO THE DESIGNATION OF VITA-MIX CORPORATION IN CONNECTION WITH THE JOB/PAYROLL CREATION INCENTIVE GRANT THAT HAD BEEN AUTHORIZED, AND DECLARING AN EMERGENCY.

11. COMMUNICATIONS, PETITIONS AND CLAIMS:

12. MISCELLANEOUS BUSINESS:

- *Motion to approve under Trex Economic Development the transfer of Class D permits from Warren, Ohio to **14395 Pearl Road** for Sandra K. Enterprizes, LLC.*

13. ADJOURNMENT:

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – 229

By: Mr. Maloney

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN VACANT REAL ESTATE LOCATED NEAR WESTWOOD DRIVE AND OLYMPUS WAY (PART OF PPN 392-30-006) IN THE CITY OF STRONGSVILLE FROM R1-75 (ONE FAMILY 75) CLASSIFICATION TO PF (PUBLIC FACILITIES) CLASSIFICATION, AND DECLARING AN EMERGENCY.

WHEREAS, the owner of vacant property located near Westwood Drive and Olympus Way, being part of permanent parcel number 392-30-006, (the "property") has submitted a petition to the City requesting rezoning of the property from R1-75 (One Family 75) to PF (Public Facilities); and

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

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

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

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2014 – 229
Page 2

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

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 process rezoning of such property in order to meet the deadline for submittal of this issue to the ballot in accordance with law, 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.

First reading: December 1, 2014 Referred to Planning Commission
 Second reading: _____ December 2, 2014 _____
 Third reading: _____ Approved: _____
 Public Hearing: _____

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

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

Attest: _____
 Clerk of Council

ORD. No. 2014-229 Amended: _____
 1st Rdg. 12-1-14 Ref: PC/P2E
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

PETITION FOR ZONING CHANGE

Ordinance Number: 2014-229

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 R1-75 (residential) use to a class PF (public facilities) use.

Such change is necessary for the preservation and enjoyment of a substantial property right because: The Strongsville City School District Board of Education ("Board of Education") purchased the subject property for school purposes. Specifically, the Board of Education intends to grade out the property so that it may be used as physical education space, including a football practice field and track (shot and discus) space. At the current time, the Board of Education does not intend to build any structures on the space. The property is adjacent to Board of Education property on the east and north sides. The property that is the subject of this petition was split from two other parcels and consolidated with parcel number 392-30-006, which is already owned by the Board of Education and zoned for public facilities use. The Board now seeks to have the zoning changed on this newly acquired land to conform with the zoning already placed on the balance of this parcel, and to permit the Board of Education to use it for school purposes.

Such change will not be materially detrimental to the public welfare nor to the property of other persons located in the vicinity because: The Board of Education respectfully submits that development of the subject property for school use will not be detrimental to the use of any neighboring properties. The property will be used solely as a physical education space, primarily for practice uses for the football and track programs. It is important to note that the property is adjacent to other property also owned by the Board of Education, and has been consolidated with an existing parcel already zoned for public facilities use. The Board of Education does not believe that such use will in any way interfere with or be detrimental to neighboring property owners.

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

1. Fourteen (14) copies of two (2) deeds reflecting the Board of Education's ownership of the property.
2. Fourteen (14) copies of a map of the property prepared by Hofmann-Metzker, Inc., registered surveyors.
3. Fourteen (14) copies of the legal description of the subject property.

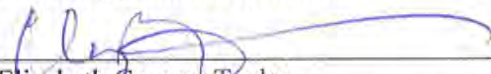
THE PROPOSED USE OF THE PROPERTY IS: As set forth above, the Board of Education intends to grade out the property so that it may be used as physical education space, including a football practice field and track (shot and discus) space.

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

Name: Strongsville City School District Board of Education

Address: 13200 Pearl Road, Strongsville, Ohio 44136

Telephone Number: (440) 572-7000 (Mark Donnelly, Business Director)


Elizabeth Grooms Taylor
Attorney for Owner, Strongsville City School District Board of Education

State of Ohio)
County of Cuyahoga)

Sworn to and subscribed in my presence this 14 day of November, 2014.


Notary Public

My Commission Expires: May 31, 2018

Sarah Brainard
Resident Summit County
Notary Public, State of Ohio
My Commission Expires: 5.31.18

RECEIVED
NOV 14 2014
CITY OF STRONGSVILLE
CITY COUNCIL

PROPERTY DESCRIPTION FORM

Ordinance Number: 2014-229

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: The property that is the subject of this petition was split from two other parcels and consolidated with parcel number 392-30-006. See the attached survey map. It does not have a separate address.

Permanent Parcel Number: The property that is the subject of this petition was split from two other parcels and consolidated with parcel number 392-30-006. See the attached survey map. The remainder of parcel number 392-30-006 is already zoned for public utilities use.

The property is bounded by the following streets: (indicate direction; i.e., north, south, etc.) The property is bordered to the east and north by property owned by the Board of Education. To the west and south, the property is bounded by single family residences.

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

Acreage: Approximately 1.125 acres

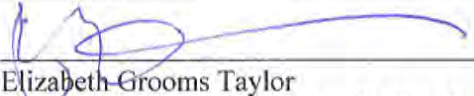
Said property (has) (had) the following deed restrictions affecting the use thereof (attach copy): None

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

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

Nine (9) copies of a written legal description and nine (9) copies of a survey plat of this property, prepared by a registered surveyor, are hereto attached and made part of this property description.

Owner(s)	Percent of Ownership:
1. <u>Strongsville City School District Board of Education</u>	<u>100%</u>
2. _____	_____
3. _____	_____


Elizabeth Grooms Taylor
Attorney for Owner, Strongsville City School District Board of Education

State of Ohio)
County of Cuyahoga)

Sworn to and subscribed in my presence this 14 day of November, 2014.


Notary Public

Sarah Brainard
Resident Summit County
Notary Public, State of Ohio
My Commission Expires: 5/31/18

My Commission Expires: May 31, 2018

*Please pay attention to the details in item number 5 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.

HOFMANN - METZKER, INC.

REGISTERED PROFESSIONAL SURVEYORS
P. O. BOX 343 - 24 BEECH STREET
BEREA, OH 44017 (440) 234-7350
FAX: (440) 234-7351

George A. Hofmann, P.S., President
Richard D. Metzker, P.S., Vice President

Strongsville Board of Education
Rev: 10-29-2013

DESCRIPTION
0.876 Acres
EXHIBIT "A"

Situated in the City of Strongsville, County of Cuyahoga, State of Ohio and known as being the Northerly 0.876 Acres of land conveyed to the Board of Education of the Strongsville City School District by deed recorded in AFN 201308010442 of part of Original Strongsville Township Lot No. 55, and further bounded and described as follows:

Beginning at an Iron pin in a monument box reference at the intersection of the centerline of Westwood Drive (60') with the Westerly line of said Original Lot No. 55, said point being distant South 81 degrees 30 minutes 23 seconds East, 190.22 feet from the intersection of said centerline of Westwood Drive with the centerline of Olympus Way (60');

Thence South 80 degrees 09 minutes 01 seconds East along said centerline, a distance of 50.00 feet to the Southwesterly corner of said land conveyed;

Thence North 01 degrees 18 minutes 50 seconds East along the Westerly line of said land, a distance of 357.11 feet to an Iron Pin Set at the principal place of beginning;

Thence continuing North 01 degrees 18 minutes 50 seconds East, a distance of 303.99 feet to the Northwesternly corner of said land conveyed to the Board of Education of the Strongsville City School District, (axle shaft with punch mark found 0.45'E-0.58'S)

Thence North 84 degrees 05 minutes 29 seconds East along the Northerly line of said land, a distance of 119.77 feet to the Northeasterly corner thereof, (5/8" Iron Pin Found 0.38'E-0.37'S);

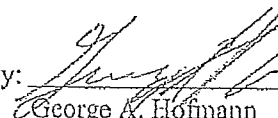
Thence South 01 degrees 12 minutes 09 seconds West along the Easterly line of said land, a distance of 336.40 feet to a point, (5/8" Iron Pin Found 0.46'E- 1.11'N);

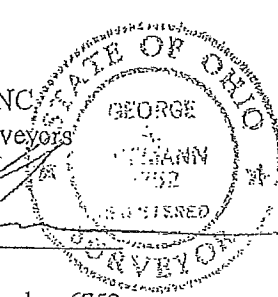
Thence North 80 degrees 25 minutes 26 seconds West, a distance of 120.73 feet to the principal place of beginning and containing 38,149.412 Sq. Ft. - 0.876 Acres of land according to a survey by George A. Hofmann, Registered Surveyor No. 6752.

The basis of bearings is the centerline of Westwood Road in Original Lot No. 55, bearing South 80 degrees 09 minutes 01 seconds East. The courses used in this description are used to indicate angles only.

Distances are given in feet and decimal parts thereof.

HOFMANN-METZKER, INC.
Registered Professional Surveyors

By: 
George A. Hofmann
Registered Surveyor Number 6752



HOFMANN - METZKER, INC.

REGISTERED PROFESSIONAL SURVEYORS
P. O. BOX 343 - 24 BEECH STREET
BEREA, OH 44017 (440) 234-7350
FAX: (440) 234-7351

George A. Hofmann, P.S., President
Richard D. Metzker, P.S., Vice President

Strongsville Board of Education
3-12-2014

DESCRIPTION

Split from Hickle (0.249 Acres)
EXHIBIT "A"

Situated in the City of Strongsville, County of Cuyahoga, State of Ohio and known as being part of Parcel "A" of a Lot Split And Consolidation made for the John Sokolowski and recorded in Vol. 340, Pg. 1 of Cuyahoga County Map Records, of part of Original Strongsville Township Lot No. 55, and further bounded and described as follows:

Beginning at an Iron pin in a monument box reference at the intersection of the centerline of Westwood Drive (60') with the Westerly line of said Original Lot No. 55, said point being distant South 80 degrees 09 minutes 23 seconds East, 190.22 feet from the intersection of said centerline of Westwood Drive with the centerline of Olympus Way (60');

Thence South 80 degrees 09 minutes 01 seconds East along said centerline, a distance of 50.00 feet to the Southeasterly corner of Parcel "B" in in said lot split and consolidation;

Thence North 01 degree 18 minutes 50 seconds East along the Easterly line of said Parcel "B" and Parcel "A", a distance of 438.46 feet to an Iron Pin Set at the principal place of beginning;

Thence North 88 degrees 41 minutes 10 seconds West, a distance of 49.36 feet to an Iron Pin set on the Westerly line of said Parcel "A";

Thence North 01 degree 18 minutes 21 seconds East along said Westerly line, a distance of 216.38 feet to the Northwesterly corner of said Parcel "A" (5/8" Iron Pin Found capped 6752/7477, 0.22'W-0.09'S);

Thence North 84 degrees 05 minutes 29 seconds East along the Northerly line of said Parcel "A", a distance of 49.78 feet to the Northeasterly corner thereof (Axle w/punch mark found 0.45' E-0.58'S);

Thence South 01 degree 18 minutes 50 seconds West along the Easterly line of said Parcel "A", a distance of 222.64 feet to the principal place of beginning and containing 10,837.796 Sq. Ft. - 0.249 Acres of land according to a survey by George A. Hofmann, Registered Surveyor No. 6752.

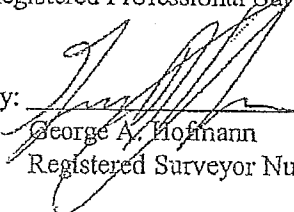
Page 2
Split from Hickle
0.249 Acres

The basis of bearings is the centerline of Westwood Road in Original Lot No. 55, bearing South 80 degrees 09 minutes 01 seconds East. The courses used in this description are used to indicate angles only.

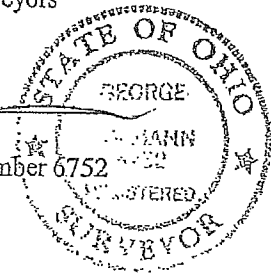
Distances are given in feet and decimal parts thereof. Iron Pin Set are 5/8" rebar, 30" long capped 6752/7477.

HOFMANN-METZKER, INC.
Registered Professional Surveyors

By:


George A. Hofmann

Registered Surveyor Number 6752



CITY OF STRONGSVILLE
OFFICE OF THE COUNCIL

MEMORANDUM

TO: Planning Commission

FROM: Aimee Pientka, Clerk of Council

DATE: December 2, 2014

SUBJECT: Referral from Council: Ordinance No. 2014-229

At its regular meeting of December 1, 2014, City Council referred the following Ordinance to the Planning Commission for its report and recommendation thereon:

Ordinance No. 2014-229 by Mr. Maloney. AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN VACANT REAL ESTATE LOCATED NEAR WESTWOOD DRIVE AND OLYMPUS WAY (PART OF PPN 392-30-006) IN THE CITY OF STRONGSVILLE FROM R1-75 (ONE FAMILY 75) CLASSIFICATION TO PF (PUBLIC FACILITIES) CLASSIFICATION, AND DECLARING AN EMERGENCY.

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

AKP
Attachment

MEMORANDUM

TO: Aimee Pientka, Council Clerk
Ken Kraus, Law Director

FROM: Carol Oprea, Administrative Assistant, Boards & Commissions

SUBJECT: Referrals to Council

DATE: December 5, 2014

Please be advised that at its meeting of December 4, 2014 the Strongsville Planning Commission gave Favorable Recommendation to the following;

Ordinance No. 2014-229

An Ordinance Amending the Zoning Map of the City of Strongsville adopted by Section 1250.03 of Title Six, Part Twelve of the Codified Ordinances of Strongsville to change the Zoning Classification of certain vacant real estate located near Westwood Drive and Olympus Way (Part of PPN 392-30-006) in the City of Strongsville from R1-75 (One Family 75) classification to PF (Public Facilities) classification.

RECEIVED
DEC 05 2014
CITY OF STRONGSVILLE
CITY COUNCIL

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – 238

By: Mr. Maloney

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 FABRIZI TRUCKING AND PAVING CO., INC., IN CONNECTION WITH THE PEARL ROAD WIDENING PROJECT PHASE II (CUY-42-0.00); 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. 2013-207, Council authorized the Mayor to enter into a contract with Fabrizi Trucking and Paving Co., Inc. ("Fabrizi") for improvements to a section of Pearl Road in connection with the Pearl Road Widening Project Phase II (Cuy-42-0.00) (the "Project") in the amount of \$7,052,132.40; and

WHEREAS, by and through Ordinance Nos. 2014-040, 2014-078, 2014-131 and 2014-230, the City, through the City Engineer, and as recommended by the City's Construction Manager, CT Consultants, Inc., determined it would be in the best interests of the City to approve various change orders Nos. 1 through 4 to include as a part of the Project certain additional work arising from unforeseen circumstances and other conditions, all required for the Project to continue, in the total amount of \$434,629.45; and

WHEREAS, to date, the City has held as retainage for the entire Project the amount of \$719,926.41 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 Fabrizi and the City; and

WHEREAS, Council is informed that the project work is substantially completed with the new roadway open and 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. 2014 – 238

Page 2

WHEREAS, The City's Construction Manager, CT Consultants, Inc., and the City's Engineer have now reviewed Fabrizi's request for payment of 50% of the entire retainage being held by the City, along with other documentation attached hereto as Exhibits A, B and C, including the Affidavit and Certification of Fabrizi 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 \$359,963.21.

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 \$359,963.21 to the contractor, Fabrizi Trucking and Paving Co., Inc., but specifically to continue to hold the remaining 50% of the retainage in the amount of \$359,963.20 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.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2014 – 238
Page 3

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

	<u>Yea</u>	<u>Nay</u>
Daymut	_____	_____
DeMio	_____	_____
Dooner	_____	_____
Haseley	_____	_____
Maloney	_____	_____
Roth	_____	_____
Southworth	_____	_____

Attest: _____
Clerk of Council

ORD. No. 2014-238 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

STATE OF OHIO)
) ss. AFFIDAVIT AND CERTIFICATION OF
COUNTY OF CUYAHOGA) FABRIZI TRUCKING & PAVING CO., INC.

Affiant, being first duly sworn, deposes and states the following:

1. That she is and has been Vice President of Fabrizi Trucking & Paving Co., Inc. ("Fabrizi"), which previously entered into a Contract with the City of Strongsville ("City") in connection with the Pearl Road Widening Project, on or about October 13, 2013.

2. That on or about December 1, 2014, Fabrizi filed an Application with the City of Strongsville for release of fifty percent (50%) of the retainage held by the City in connection with work performed under the Contract.


3. That Affiant has been advised by the City that the Application must be submitted to the City's Council for approval and waiver of certain provisions under the City's Ordinances and the Contract between the parties; and therefore, Affiant presents this Affidavit in support of such Application.

4. That based upon review of Fabrizi's records to date, Affiant states that 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.

5. That further, Fabrizi is not aware of any mechanic's lien or other attested accounts having been filed by or presently threatened to be filed by any party having provided work, materials, or labor for the company, whether or not against the property or funds of the City as owner.

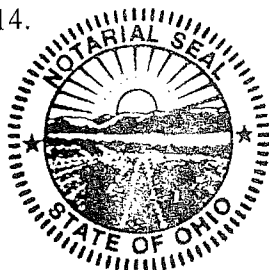
6. That Fabrizi is not otherwise aware of any other type of claim having been asserted, filed or presented or otherwise pending against the City of Strongsville, as owner, in connection with the referenced project.

Further Affiant sayeth naught.



Maria Fearer, Vice President

SWORN TO BEFORE ME and subscribed in my presence this 3RD day of December, 2014.



Amanda Fabrizi
Notary Public, State of Ohio
My Commission Expires
12-11-17



Notary Public

EXHIBIT A



Department of Commerce

Division of Industrial Compliance

Bureau of Wage and Hour Administration
6606 Tussing Road - PO Box 4009
Reynoldsburg, OH 43068-9009
Phone 614-644-2239 | Fax 614-728-8639
TTY/TDD 800-750-0750
www.com.ohio.gov
An Equal Opportunity Employer and Service Provider

John R. Kasich, Governor
Andre T. Porter, Director

Affidavit Of Compliance

PREVAILING WAGES

I, Maria Fearer, Vice President
(Name of person signing affidavit) (Title)

do hereby certify that the wages paid to all employees of
Fabrizi Trucking & Paving Co., Inc.
(Company Name)

for all hours worked on the
Pearl Road Widening Project (CUY-42-0.00) Project in the City of Strongsville
(Project name and location)

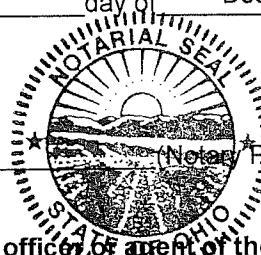
project, during the period from 11/18/13 to 12/1/14 are in
(Project Dates)

compliance with prevailing wage requirements of Chapter 4115 of the Ohio Revised Code. I further certify that no rebates or deductions have been or will be made, directly or indirectly, from any wages paid in connection with this project, other than those provided by law.

Maria Fearer
(Signature of Officer or Agent)

Sworn to and subscribed in my presence this 3RD day of December,
2014.

Amanda Fabrizi



Amanda Fabrizi
Notary Public, State of Ohio
My Commission Expires
12-11-17

The above affidavit must be executed and sworn to by the officer or agent of the contractor or subcontractor who supervises the payment of employees. This affidavit must be submitted to the owner (public authority) before the surety is released or final payment due under the terms of the contract is made.



- OWNER
- ARCHITECT
- CONTRACTOR
- SURETY
- OTHER

CONSENT OF SURETY TO REDUCTION IN OR PARTIAL RELEASE RETAINAGE

TO OWNER: (Name and Address)
City of Strongsville

PROJECT: (Name and Address)
Road Widening Construction

CONTRACT DATED:

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the _____
Cincinnati Insurance Company, 6200 S Gilmore, Fairfield OH
(Name and address of the Surety Company)

_____, SURETY
on bond of Fabrizi Trucking & Paving Co., Inc., 389 Columbia Rd., Valley City OH
(Name and address of Contractor)

_____, 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 City of Strongsville and Ohio Department of Transportation (ODOT)
(Name and address of Owner)

_____, OWNER,
as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this _____ 1st
day of December, 2014

Surety Company:
Cincinnati Insurance Company

Signature of Authorized Representative:

Pam L. Kennedy

Printed Name and Title

Pam L. Kennedy, Attorney-In-Fact

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint Robert W. Edgerton; Pam L. Kennedy; Anthony J. Schepis and/or Laura K. Staten

of Independence, Ohio its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to Fifty Million and No/100 Dollars (\$50,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10th day of May, 2012.



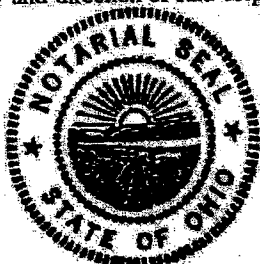
STATE OF OHIO) ss:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY

Signature of Stephen A. Justice

Vice President

On this 10th day of May, 2012, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Signature of Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration
date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.
this 1st day of December, 2014



Signature of Scott R. Bolan

Assistant Secretary



The Cincinnati Insurance Company ■ The Cincinnati Indemnity Company
 The Cincinnati Casualty Company ■ The Cincinnati Specialty Underwriters Insurance Company
 The Cincinnati Life Insurance Company

THE CINCINNATI INSURANCE COMPANY
 FINANCIAL STATEMENT
 DECEMBER 31, 2013

ASSETS


Cash	\$ 274,108,669
Bonds	5,087,496,581
Stocks	3,667,967,387
Agents Balance Receivable	1,374,048,100
All Other Admitted Assets	156,223,019
TOTAL ADMITTED ASSETS	<u>\$10,559,843,756</u>

LIABILITIES

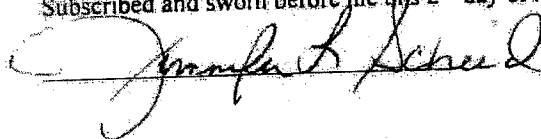
Reserve for Losses and Loss Expense	\$3,795,972,218
Reserve for Unearned Premiums	1,897,422,215
All Other Liabilities	540,778,891
Capital	\$ 3,586,355
Surplus	4,322,084,077
TOTAL LIABILITIES & EQUITY	<u>4,325,670,432</u> <u>\$10,559,843,756</u>

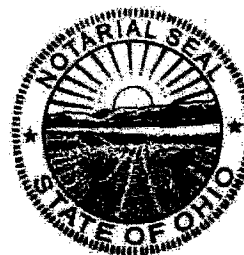
State of Ohio
 County of Butler

Theresa A. Hoffer, Treasurer of The Cincinnati Insurance Company, being duly sworn for herself, deposes and says that she is the above described officer of the said company and that the above Financial Statement as of December 31, 2013 is true and correct to the best of her knowledge and belief.


 Theresa A. Hoffer
 Treasurer

Subscribed and sworn before me this 2nd day of March, 2014.





Jennifer L. Scheid
 Notary Public, State of Ohio
 My Commission Expires 01-16-2016

Office of Risk Assessment
50 West Town Street
Third Floor - Suite 300
Columbus, Ohio 43215
(614)644-2658
Fax(614)644-3256
www.insurance.ohio.gov

Ohio Department of Insurance

John R. Kasich - Governor
Mary Taylor - Lt. Governor/Director

Certificate of Compliance



Issued 06/25/2014

Effective 07/01/2014

Expires 06/30/2015

I, Mary Taylor, hereby certify that I am the Lt. Governor/Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

CINCINNATI INSURANCE COMPANY, THE

of Ohio is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Accident & Health

Aircraft

Allied Lines

Boiler & Machinery

Burglary & Theft

Commercial Auto - Liability

Commercial Auto - No Fault

Commercial Auto - Phys Damage

Credit

Earthquake

Fidelity

Financial Guaranty

Fire

Glass

Inland Marine

Medical Malpractice

Multiple Peril - Commercial

Multiple Peril - Farmowners

Multiple Peril - Homeowners

Other Liability

Private Passenger Auto - Liab

Private Passenger Auto-Other

Private Passenger-Phys Damage

Surety

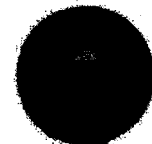
Workers Compensation

CINCINNATI INSURANCE COMPANY, THE certified in its annual statement to this Department as of December 31, 2013 that it has admitted assets in the amount of \$10,559,843,756, liabilities in the amount of \$6,234,173,325, and surplus of at least \$4,325,670,432.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Mary Taylor

Mary Taylor, Lt. Governor/Director



CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – 239

By: Mr. Maloney

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ISSUE AND APPROVE CHANGE ORDER NO. 1 (FINAL) FOR AN INCREASE IN THE CONTRACT PRICE IN ACCORDANCE WITH THE PROVISIONS OF THE CONTRACT BETWEEN THE CITY OF STRONGSVILLE AND KONSTRUCTION KING, INC., IN CONNECTION WITH THE PAVEMENT RECONSTRUCTION PROGRAM FOR 2014-PHASE II, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Ordinance No. 2014-160, Council authorized the Mayor to enter into a contract with Konstruction King, Inc. for improvements to various streets in the City of Strongsville, in connection with the Pavement Reconstruction Program for 2014-Phase II (the "Project"), in an amount not to exceed \$1,056,561.50; and

WHEREAS, the City's Engineer now has advised and recommended that adjustments in the final Project cost are necessary due to additional work requested by the City, and the reconciliation of plan quantities with actual field quantities in the work performed by Konstruction King, Inc., and that accordingly it would be in the best interest of the City to provide additional payment for such changes in the work in the amount of \$29,938.19, for a new total Project cost as finally adjusted of \$1,086,499.69, as reflected in Exhibit "A" attached hereto and incorporated herein as if fully rewritten;

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

Section 1. That the Mayor be and is hereby authorized and directed to issue and approve Change Order No. 1 (Final) comprising additional work and reconciliation of plan and field quantities resulting in an increase to the Project cost in the amount of \$29,938.19, as recommended by the City Engineer, and reflected in Exhibit "A"; and after the issuance and approval of said Change Order No. 1 (Final) and completion of such work, to direct the Director of Finance to make payment to Konstruction King, Inc., in the additional amount of \$29,938.19, thereby increasing the total Project cost as finally adjusted to \$1,086,499.69.

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

Section 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2014 - 239
Page 2

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

Section 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to provide for changes in the work in order to properly and timely complete the Project, to facilitate payment to the contractor for changes in the work and/or quantities of materials actually utilized, to avoid potential legal entanglements, 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	_____	_____
Maloney	_____	_____
Schonhut	_____	_____
Southworth	_____	_____

Attest: _____
 Clerk of Council

ORD. No. 2014-239 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

CHANGE ORDER

Order No. **1 Final**
Date: **December 15, 2014**
Agreement Date: **September 4, 2014**

Name of PROJECT: **2014 Pavement Reconstruction Program – Phase II**

CONTRACTOR: **Konstruktion King, Inc.**

The following changes are hereby made to the CONTRACTOR DOCUMENTS:

Justification: Project close out to actual quantities

Change to CONTRACT PRICE

Original CONTRACT PRICE: **\$1,056,561.50**

Current CONTRACT PRICE adjusted by Previous CHANGE ORDER: **N/A**

The CONTRACT PRICE due to this CHANGE ORDER will be **increased** by:
\$29,938.19

The new CONTRACT PRICE including this CHANGE ORDER will be:
\$1,086,499.69

Change to CONTRACT TIME:

The CONTRACT TIME will be (increased) (decreased) by
 N/A calendar day(s).

The date for completion of all WORK will be (Date):

Requested by: _____
Konstruktion King, Inc.

Recommended by: _____
Ken Mikula, P. E., City Engineer

Accepted by:

Mayor Thomas P. Perciak



CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – 240

By: Mr. Maloney

AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT A GRANT OF EASEMENT FROM EDGEBROOK, LLC FOR THE INSTALLATION AND MAINTENANCE OF A WATER MAIN FOR WATER CIRCULATION PURPOSES ONLY IN THE CITY OF STRONGSVILLE IN CONNECTION WITH EDGEBROOK SUBDIVISION PHASE 2, 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 Council hereby authorizes the Mayor to accept a Grant of Easement from Edgebrook, LLC for the installation and maintenance of a water main for water circulation purposes only in the City of Strongsville in connection with Edgebrook Subdivision Phase 2, as more fully set forth in Exhibit "1" attached hereto and made a part hereof by reference.

Section 2. That the Clerk of Council is hereby directed to cause the aforesaid Easement to be recorded in the office of the Cuyahoga County Fiscal Officer after its execution.

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 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.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2014 - 240
Page 2

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
Clerk of Council

ORD. No. 2014-240 Amended: _____

1st Rdg. _____ Ref: _____

2nd Rdg. _____ Ref: _____

3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____

Adopted: _____ Defeated: _____

STANDARD EASEMENT
FOR THE
INSTALLATION AND MAINTENANCE OF A WATER MAIN
FOR CIRCULATION PURPOSES ONLY
FOR EDGEBROOK SUBDIVISION PHASE 2

We, Edgebrook, LLC, the Grantor herein, for valuable consideration received and to be received to our full satisfaction, do hereby grant and convey to the City of Strongsville and to the City of Cleveland, political subdivision of the State of Ohio and Grantees herein, the perpetual right-of-way and easement for the purposes hereinafter mentioned in the following described premises (the "Premises"):

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio, and known as being part of Block E-C in the Edgebrook Subdivision Phase 1, of part of Original Strongsville Township Lot No. 67, as shown by the recorded plat in Volume 374 of Maps, Pages 39 and 40 of Cuyahoga County Records and bounded and described as follows:

Beginning at the center of circle of Edgepark Circle, as proposed to be dedicated in the Edgebrook Subdivision Phase 2 Proposed;

Thence N. 22d 23' 21" E., a distance of 60.00 feet to the Northerly end of Edgepark Circle and the Southeasterly corner of Sublot No. 50 Proposed in the Edgebrook Subdivision Phase 2 Proposed, as shown on the Tax Split Map of Blocks PH2-A and PH2-B and PH2-C and the principal place of beginning;

Thence N. 39d 51' 26" E., along the irregular Easterly line of said Sublot No. 50 Proposed, a distance of 75.46 feet to an angle point therein;

Thence N. 02d 35' 56" E., along the irregular Easterly line of said Sublot No. 50 Proposed and along the Easterly line of Sublot No. 80 in said Tax Split Map, a distance of 72.26 feet to an angle point therein;

Thence N. 27d 17' 39" W., along the irregular Easterly line of said Sublot No. 80 Proposed, a distance of 135.09 feet to the Easterly curved end of Edgepark Circle;

Thence Easterly, along the Easterly curved end of Edgepark Circle, a distance of 22.69 feet on the arc of a circle deflecting to the left, whose central angle is 21d 39' 58", whose radius is 60.00 feet and whose chord bears S. 89d 45' 49" E., a distance of 22.55 feet to the Northwesterly corner of Sublot No. 79 in said Tax Split Map;

Thence S. 27d 17' 39" E., along the Southwesterly line of said Sublot No. 79A Proposed and its Southeasterly prolongation, a distance of 135.02 feet;

Thence S. 02d 35' 56" W., a distance of 76.71 feet to the Northwesterly line of Sublot No. 51 Proposed in said Tax Split Map;

Thence S. 39d 51' 26" W., along the Northwesterly line of said Sublot No. 51 Proposed, a distance of 83.60 feet to the Northerly end of Edgepark Circle;

Thence Northwesterly, along the Northerly end of Edgepark Circle, a distance of 20.28 feet on the arc of a circle deflecting to the left, whose central angle is 19d 22' 06", whose radius is 60.00 feet and whose chord bears N. 57d 55' 36" W., a distance of 20.19 feet to the principal place of beginning, be the same more or less, but subject to all legal highways and easements of record.

Grantor and Grantee agree that all references to either part in this instrument shall include that party and the party's heirs, administrators, successors and/or assignees.

In consideration of the mutual covenants contained herein, the Grantor hereby grants and conveys unto the Grantees the right and easement to enter upon the premises to lay, install and maintain therein a water main and appurtenances which the Grantee deems to be necessary or advisable from time to time; to turn off water to any water main; or to do any other thing which the Grantees deems to be necessary or advisable in order to operate or maintain said mains and appurtenances in accordance with the ordinances, rules and regulation of the Grantees which are now in effect or may be adopted hereafter.

In consideration of acceptance of the easement by the Grantees, the Grantor agrees to pay the entire cost of installing a water main and appurtenances upon the premises, which main shall be located not less than nine (9) feet from either lateral limit of the premises. The water main and appurtenances shall upon completion, and approval by the Grantees, become and remain the property of the Grantee (City of Strongsville) and shall be a distribution water main of said Grantee within the purview and subject to the terms of any Water Service Agreement between said Grantee and Grantee, the City of Cleveland, now or hereafter in effect.

The Grantor hereby restricts the premises against the construction thereon of any temporary or permanent structures, except that Grantor may install or cause to be installed sidewalks or pavements, or tunnels, railroad switch tracks, sewers, ducts, pipes or pole lines which cross over or under the premises at an angle of not less than forty-five (45) degrees with the center line of the water main, or which clear the water main by not less than one and one-half (1 - ½) feet above or one and one-half (1 - ½) feet below.

The Grantor agrees to keep the premises free of materials, equipment, vehicles, trees, shrubbery, and any other obstructions which would interfere with Grantees' access to or maintenance of water mains and appurtenances. Grantor further agrees to make no alterations to the premises which would increase the depth of the water main to more than six (6) feet or reduce its depth to less than five (5) feet.

If the Grantor desires to alter the premises in any way other than is expressly permitted herein, he must obtain the prior written approval of the Grantees. Upon receipt of such approval, the Grantor shall at his own expense relocate or reconstruct all or any portion of the water main and appurtenances which are affected by such alteration and, where necessary, grant a new easement of not less than thirty (30) feet in width under the same terms and conditions as herein provided. The relocated or reconstructed water main and appurtenances shall, upon completion, and approval by the Grantees, become the property of Grantee, the City of Strongsville.

If the Grantor violates any of the provisions of this easement, the Grantees, either jointly or separately and at the expense of the Grantor, may enter upon the premises and discontinue water service or make such alterations as are necessary to bring the premises into compliance with the provisions of this easement.

Whenever maintenance or work of any kind is performed on the premises under the terms of this easement, the Grantees, jointly and separately, shall bear no responsibility for restoration of the premises or their environs to their original topographical condition.

The Grantor indemnifies and holds harmless the Grantees from any and all damage, injury or loss to any person or property caused by, related to or resulting from any leaks in the water main or appurtenances or the maintenance, construction, reconstruction or relocation of said main or appurtenances, other than damage, injury or loss caused by, related to or resulting from the sole negligence of the Grantees. The Grantor further indemnifies and holds harmless the Grantees from any and all expense incurred and damage to the water main and appurtenances caused by, related to or resulting from the Grantor's construction or maintenance of any paving, walks, switch tracks, tunnels, sewers, ducts, pipes or pole line within or upon the premises or from any other use of the premises by the Grantor.

The Grantor hereby reserves the right to use the premises for the passage or transportation of personnel, materials or equipment, and to make such other use of the premises as is not expressly prohibited by or inconsistent with the terms of this easement.

The Grantor further agrees that since the water main to be installed on the premises is for circulation purposes only, no service connections or hydrants shall be connected to it at any time, and that divisional valves of the same size as the water main shall be installed at each longitudinal end of the premises.

The Grantor and the Grantees mutually agree that neither the recording of this instrument nor its acceptance by the Grantees shall be construed as a dedication of the premises or an agreement by the Grantees to accept the premises for dedication for public use as a street.

The Grantor covenants with the Grantees that it is well seized of the premises as a good and indefeasible estate in fee simple and has the right to grant and convey the premises in the manner and form above written. The Grantor further covenants that he will warrant and defend the premises with the appurtenances thereunto belonging to the Grantees against all lawful claims and demands whatsoever for the purposes described herein.

TO HAVE AND TO HOLD the above granted easement, right-of-way, water lines, appurtenances and additions installed by the Grantor, for the purposes above mentioned, unto the Grantees forever.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands at Cleveland, Ohio this 3rd day of November, 2014.

Signed in the Presence of:

GRANTOR:

Linda S. Rerko

EDGEBROOK, LLC

LINDA S. RERKO
(print or type name)

Daniel J. Bailey
Daniel J. Bailey

[Signature]

JAMES T. SAYLER
(print or type name)

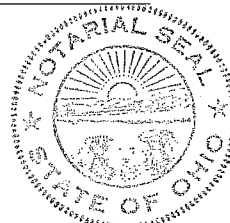
STATE OF OHIO)
COUNTY OF CUYAHOGA) SS:

Before me, a Notary Public in and for said County and State, personally appeared the above-named Edgebrook, LLC, by Daniel J. Bailey, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed, personally and as such officer and the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this 3rd day of November, 2014.

The legal form and correctness of the within instrument is hereby approved:

Linda S. Rerko
NOTARY PUBLIC
LINDA S. RERKO
NOTARY PUBLIC, STATE OF OHIO
Recorded in Cuyahoga County
My Comm. Expires Jan. 24, 2017



Daniel J. Robert
Director of Law

City of Strongsville

(Date)

Accepted by the Council of the City of Strongsville by

(Resolution/Ordinance) No. _____

Passed _____, 20____.

Clerk or Assistant

(Date)

The City of Cleveland, by and through its Director of Public Utilities, does hereby accept the within easement and all the terms and conditions thereof this _____ day of _____, 20____, as authorized by Section 129.20 of the Codified Ordinances of Cleveland, Ohio, 1976, passed by the Council of the City of Cleveland on June 17, 1991.

Signed in the presence of:

CITY OF CLEVELAND

By: _____
Director of Public Utilities

The legal form and correctness
of the within instrument is
hereby approved:

Director of Law

By: _____
Assistant Director of Law

Date: _____

This Instrument Prepared By:

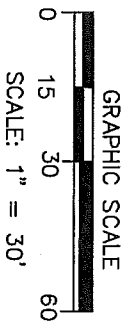
Grantor

MAP WATER CIRCULATION EASEMENT EDGEBROOK SUBDIVISION PHASE 2

LEGEND

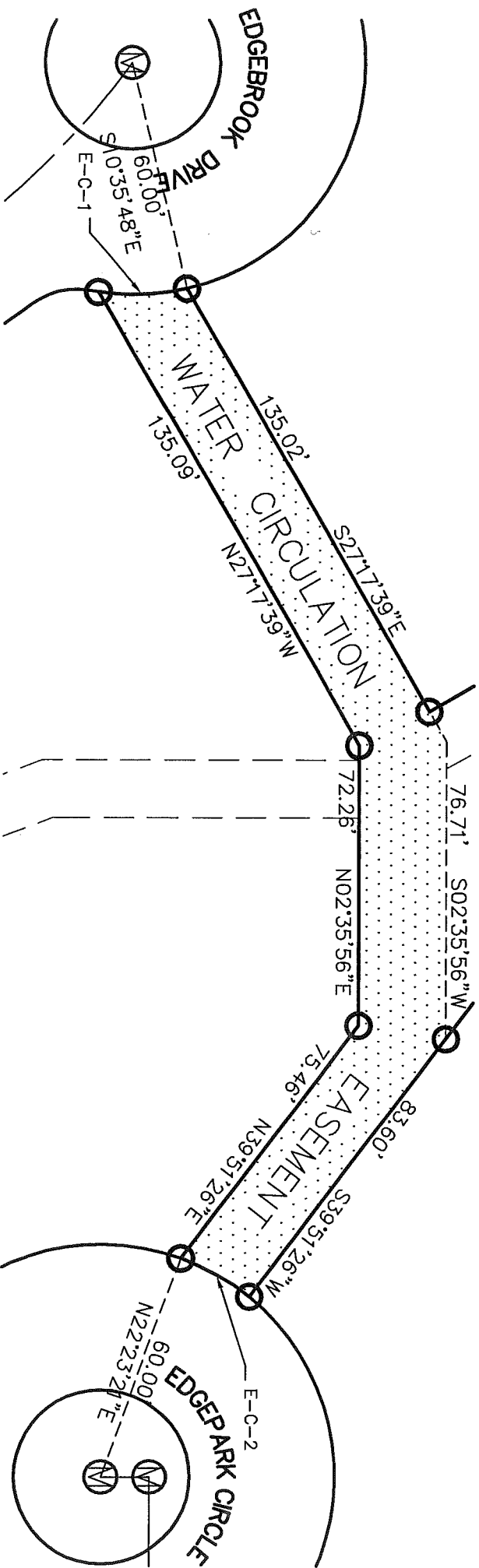
- DENOTES 5/8" CAPPED (REITZ ENG) IRON PIN SET.
- ⊗ DENOTES 3/4" IRON PIN FOUND IN MON. BOX AND USED

BASED ON C.L. OF WESTWOOD DR.
BEARING N64°01'04"W



CURVE DATA

E-C-1	R=60.00	E-C-2	R=60.00
Δ=21°39'58"	Δ=19°22'06"		
L=22.69	L=20.28		
C=22.55	C=20.19		
S89°45'49"E	N57°55'36"W		



CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – 241

By: Mr. Maloney

AN ORDINANCE ACCEPTING FOR DEDICATION TO PUBLIC USE CERTAIN LANDS WITHIN AVERY WALDEN RESERVE SUBDIVISION, PHASE 3; ACCEPTING CERTAIN PUBLIC UTILITIES CONSTRUCTED THEREIN AND AUTHORIZING AND DIRECTING THE ACTS REQUIRED IN FURTHERANCE THEREOF, AND DECLARING AN EMERGENCY.

WHEREAS, Legacy-Carrington Development Group, Ltd., an Ohio limited liability company (hereinafter referred to as "Developer"), owner of Avery Walden Reserve Subdivision, Phase 3, 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 that 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 August 22, 2013, 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 fencing are not complete.

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 fencing, provided that the Developer shall deposit a cash bond with the City in an amount that shall be no less than 100% of the estimated cost of completing all such sidewalk improvements; and shall deposit a cash bond with the City in an amount no less than 100% of the cost of completing the fencing, all 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 May 31, 2015 for the fencing and December 31, 2015 for the sidewalks; and provided that, upon completion of such sidewalk improvements and fencing, the Developer provides to the City a bond securing or guaranteeing the maintenance of

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – 241

Page 2

such sidewalk improvements and fencing, for a period not less than two years from and after the effective date of the subsequent ordinance accepting such sidewalk improvements and fencing, in a sum no less than 10% of the cost of the installation of such sidewalk improvements and fencing.

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 no 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 and the sidewalk improvements and fencing 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 Office 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 Office 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 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

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2014 – 241
Page 3

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 and to meet legal requirements. 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	_____	_____
Maloney	_____	_____
Schonhut	_____	_____
Southworth	_____	_____

Attest: _____
 Clerk of Council

ORD. No. 2014-241 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – 242

By: Mayor Perciak and Mr. Maloney

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT TO ACCEPT AN EASEMENT FOR THE CONSTRUCTION, RECONSTRUCTION, MAINTENANCE, OPERATION AND REPAIR OF A SANITARY SEWER WITH INTENT TO VACATE AN EXISTING EASEMENT IN CONNECTION WITH PROPERTY LOCATED OFF OF HOWE ROAD AND KNOWN AS PERMANENT PARCEL NO. 396-25-003, AND DECLARING AN EMERGENCY.

WHEREAS, M&B Strongsville LLC is the owner in fee simple of certain real estate located off Howe Road (Permanent Parcel No. 396-25-003), in the City of Strongsville, Ohio herein by reference (the "Property"); and

WHEREAS, Council authorized the acceptance of a Grant of Easement for the construction, reconstruction, maintenance, operation and repair of a sanitary sewer and appurtenances on the Property, which Grant of Easement is on file with the Cuyahoga County Fiscal Officer, in Volume 11197 Page 527, and which easement is proposed to be released, extinguished and vacated on this Property when a new sanitary sewer line is constructed; and

WHEREAS, M&B Strongsville LLC, the owner of said Property, has agreed to grant a new easement to the City of Strongsville for the purpose of constructing, reconstructing, maintaining, operating and repairing a sanitary sewer line and appurtenances on said Property (hereinafter the "new easement"), as more fully described in attached Exhibit 1, and incorporated herein by reference; and

WHEREAS, the existing easement on the Property is no longer needed by the City of Strongsville and is proposed to be released, vacated and extinguished when the new sanitary line is constructed by M&B Strongsville LLC and approved by the City's Engineering Department; and

WHEREAS, M&B Strongsville LLC is proposing to construct a new sanitary sewer line and appurtenances on Permanent Parcel No. 396-25-003 to be dedicated to public use as an easement; and

WHEREAS, the said property owner wishes to grant and the City wishes to accept the new easement; and

WHEREAS, the Planning Commission of the City at its meeting of November 7, 2014, approved this easement, the assignment, and the vacation of the prior easement on this Property.

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

Section 1. That this Council finds and determines that the existing easement over the subject Property described herein and currently granted to the City of Strongsville will no longer be needed for municipal purposes when the new sanitary line is installed and accepted by the City.

Section 2. That accordingly the Mayor be and is hereby authorized and directed to enter into a Release and Vacation of the Easement as stated in attached Exhibit 1, in connection with the existing easement, when the new line is installed and accepted by the City.

Section 3. That the Council hereby authorizes the Mayor to accept the new Grant of Easement for Sanitary Sewer Purposes from M&B Strongsville LLC, in the form attached as Exhibit 1 for the purposes of constructing, reconstructing, maintaining, operating and repairing a sanitary sewer line on property identified in Exhibit 1.

Section 4. That the Clerk of Council and/or City Engineer be and are hereby authorized and directed to cause the new Sanitary Sewer Easement and the Termination and Release of Existing Easement to be filed with the Cuyahoga County Fiscal Officer after their respective execution, along with any applicable Mortgagee's Release and Consent documents, after the new sanitary sewer line is installed and approved, and the old line is capped and filled.

Section 5. That the funds for the purposes of recording said documents have been appropriated and shall be paid from the General Fund.

Section 6. 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 7. 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 disposition of the aforesaid lands is necessary to promptly dispose of an easement no longer needed for municipal public purposes; to accept the new grant of easement which is needed by the City for sanitary sewer purposes in connection with the construction of the new assisted living project on Howe Road, 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. 2014 - 242
Page 3

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
Clerk of Council

ORD. No. 2014-242 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

GRANT OF EASEMENT
FOR
SANITARY SEWER SYSTEM PURPOSES

This Grant of Easement is made between M & B STRONGSVILLE LLC, an Ohio limited liability company, having a principal place of business at 26184 Bagley Road, Olmsted Falls, Ohio 44138, who with its successors and assigns, are herein jointly called "Grantor," and THE CITY OF STRONGSVILLE, a municipal corporation, organized and existing under the laws of the State of Ohio, located at 16099 Foltz Parkway, which with its successors and assigns is herein called "Grantee" and sometimes called the "City".

WHEREAS, Grantor is the owner in fee simple of certain real estate located in the City of Strongsville, Cuyahoga County, State of Ohio, as legally described on Exhibit "A" (the "Grantor's Property"); and

WHEREAS, Grantor proposes to construct or cause to be constructed a new sanitary sewer system and appurtenances (the "New Sanitary Sewer") on the Grantor's Property within the twenty (20) foot wide strip shown on Exhibit "B" attached hereto and made a part hereof and legally described on Exhibit "C" attached hereto and made a part hereof (the "Easement Area"), so as to accommodate the proposed development of the Grantor's Property; and

WHEREAS, the Grantee has an easement for an existing sanitary sewer line located on the Grantor's Property pursuant to that certain Easement for Sanitary Sewer dated September 15, 1964, recorded in Cuyahoga County Recorder's Office in Volume 11197 Page 527 (the "Existing Easement"); and

WHEREAS, Grantor wishes to grant and the Grantee wishes to accept a permanent and perpetual easement for the purposes of maintaining, operating, using, repairing and replacing the New Sanitary Sewer, within, across, through, and under Grantor's Property and within the Easement Area as hereinafter set forth;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and for other good and valuable consideration, 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 a perpetual easement and right to enter upon the Grantor's Property, and to remove and/or replace trees or other items above and below the ground where necessary for the purposes of maintaining, operating, using, repairing and replacing the New Sanitary Sewer within the Easement Area, including but not limited to sanitary sewer pipes, manholes, headwalls, and appurtenances, and to reconstruct, maintain and operate and to make all repairs to the New Sanitary Sewer connected therewith (all at the Grantee's expense), in, into, upon, over, across and under the Easement Area, that in the opinion of the proper local authorities of the City, its successors or assigns, may be necessary or advisable, in order to maintain or operate the New Sanitary Sewer in accordance with the applicable statutes, ordinances, rules and regulations for the management and protection of such systems of the City, now in force or that may hereafter be adopted.

In consideration thereof, Grantor and Grantee further do hereby agree that Grantor will initially construct and install said sanitary sewer system and appurtenances in accordance with the plans and specifications to be approved by the City's Engineer and in accordance with the provisions, rules, regulations and requirements of the City of Strongsville, and further agree that Grantor will pay the entire cost of said construction and installation of said sanitary sewer system and appurtenances. The New Sanitary Sewer will become and remain the property of Grantee, its successors or assigns upon completion by the Grantor and approval by the City and its acceptance by the City.

Upon City's approval of the installation of the New Sanitary Sewer, Grantee hereby agrees that the Existing Easement shall be terminated and released of record from Grantor's Property. To the extent required by the Grantee, the Grantor shall plug or cap the pipeline within the Existing Easement in connection with the termination thereof, such work shall be performed by Grantor, at Grantor's expense. Grantor shall not be obligated to remove the pipeline and equipment within the Existing Easement unless required to do so by law.

Grantor acknowledges and agrees that Grantee will not be obligated to maintain landscaping and/or lawn areas within the Easement Area. Grantee shall take reasonable precautions for the safety of, and shall provide reasonable measures designed to protect and prevent damage, injury or loss to persons and property in connection with any work performed hereunder. Grantee shall perform all such work in a manner designed to minimize interference with the business operations of Grantor and all occupants of the Grantor's Property.

Grantor will not construct or place on the Easement Area any temporary or permanent buildings or structures or anything else that may interfere with the New Sanitary Sewer or otherwise interfere with Grantee's exercise of its rights with respect to this Grant of Easement; provided, however, nothing in this Grant of easement shall prohibit the Grantor, its successors and assigns, from placing sidewalks, paving, parking and landscaping within the Easement Area

as approved by the Grantee (to the extent approval of the Grantee is required by law). In the event the Grantee finds it necessary to repair or replace any portion of the New Sanitary Sewer within the Easement Area, then any improvements thereon which must be removed, including, but not limited to, sidewalks, pavement or asphalt or concrete areas, parking lots, landscaping and trees, shall be removed and fully restored at the expense of the Grantor.

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 New Sanitary Sewer. Grantor further agrees to make no alterations to the Easement Area which would increase or reduce the depth of the New Sanitary Sewer or in any way affect the system.

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

If Grantor violates any of the provisions of this Grant of Easement, the Grantee, at the expense of Grantor, may enter upon the Easement Area and make such alterations as are necessary to bring the Easement Area into compliance with the provisions of the Easement.

Grantor hereby indemnifies and guarantees to save harmless the Grantee against any expense or damage to said sanitary sewer system that said Grantor and its successors or assigns may at any time cause by Grantor's installation, construction, reconstruction, maintenance, repair, or other use of the Easement Area within the limits of the above described Easement.

The Grantor covenants with the Grantee that it is well-seized of the Easement Area as a 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 Grant of Easement to Grantee against all lawful claims and demands whatsoever for the purposes described herein, including all liens and encumbrances whatsoever.

This Grant of Easement will inure to the benefit of any governmental entity, person, firm or corporation who/which Grantee or any of its successors or assigns, will authorize to undertake the performance of work within the purposes of this Grant of Easement, or whom the Grantee permits to utilize the Easement Area.

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

This Grant of Easement will be binding upon and inure to the benefit of the parties, their respective successors and assigns.

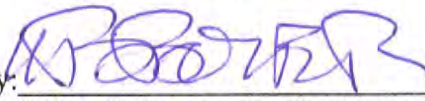
TO HAVE AND TO HOLD the above granted easements, rights-of-way, and sanitary sewer system and appurtenances for the purposes above mentioned, unto Grantee and its successors and assigns forever.

(signatures on following page)

IN WITNESS WHEREOF, this instrument is executed this ____ day of _____,
2014.

“GRANTOR”

M&B STRONGSVILLE, LLC

By: 
Willis B. Boyer, Jr., President

“GRANTEE”

CITY OF STRONGSVILLE

By: _____
Thomas P. Perciak, Mayor

APPROVED AS TO LEGAL FORM BY:

Kenneth A. Kraus, Law Director

STATE OF OHIO)
) ss:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared Willis B. Boyer, Jr., President of M&B STRONGSVILLE, LLC, an Ohio limited liability company, 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 limited liability company.

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal at Cleveland, Ohio, this 9th day of December, 2014.



NOTARY PUBLIC

STATE OF OHIO)
) ss:
COUNTY OF CUYAHOGA)

GARY S. DESBERG, Attorney at Law
Notary Public - State of Ohio
My commission has no expiration date
Section 147.03 R.C.

BEFORE ME, a Notary Public in and for said County and State, personally appeared Thomas P. Perciak, Mayor of the City of Strongsville, Ohio, an Ohio municipal corporation, who acknowledged that he did sign the foregoing instrument and that the same is his free and voluntary act and deed in such capacity and the free act and deed of such municipal corporation.

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal at _____, Ohio, this ____ day of _____, 2014.

NOTARY PUBLIC

This instrument prepared by:

Jeffrey A. Sayoc, Esq.
Singerman, Mills, Desberg & Kauntz Co., L.P.A.
3333 Richmond Road, Suite 370
Beachwood, Ohio 44122
(216) 292-5807

EXHIBIT A

LEGAL DESCRIPTION
GRANTOR'S PROPERTY

**Legal Description
of
Sublot 2**

Situated in the City of Strongsville, County of Cuyahoga, and State of Ohio and known as being all of Sublot 2 in the Subdivision Plat for M & B Strongsville, LLC being Parcel 2 in the Lot Split & Consolidation made for Centerior Prop. Co as shown by the recorded plat in Volume 263 of Maps, Page 5 of Cuyahoga County Records and also being Parcel 13 in the Map of Lot Split made for and at the instance of Royaltan Road Joint Venture as shown by the recorded plat in Volume 274 of Maps, Page 49 of Cuyahoga County Records being part of Original Strongsville Township Lots 25 and 36 as shown by the recorded plat in Volume 353 of Maps, Page 52 of Cuyahoga County Records further bounded and described as follows: Beginning at the southeasterly corner of Original Lot 36; thence along the southerly line of Original Lot 36, South 88°23'50" West, a distance of 76.96 feet to the northeasterly line of Howe Road, width varies; thence along the northeasterly line of Howe Road, northwesterly, a distance of 28.91 feet along the arc of a curve deflecting to the left having a radius of 1668.64 feet and a chord which bears North 21°47'11" West, a distance of 28.910 feet to a point of curvature therein; thence continuing along the northeasterly line of Howe Road, northwesterly, a distance of 115.52 feet along the arc of a curve deflecting to the left having a radius of 1671.37 feet and a chord which bears North 22°39'21" W, a distance of 115.49 feet to the PRINCIPAL PLACE OF BEGINNING;

- Course 1 thence continuing along the northeasterly line of Howe Road, northwesterly, a distance of 242.11 feet along the arc of the curve deflecting to the left having a radius of 1671.37 feet and a chord which bears North 28°47'08" West, a distance of 241.90 feet to a point of curvature therein;
- Course 2 thence continuing along the northeasterly line of Howe Road, northwesterly, a distance of 17.92 feet along the arc of a curve deflecting to the left having a radius of 1678.64 feet and a chord which bears North 34°49'37" West, a distance of 17.92 feet to a point of tangency therein;
- Course 3 thence continuing along the northeasterly line of Howe Road, North 35°07'58" West, a distance of 274.53 feet to its intersection with the southerly line of lands conveyed to Strongsville Associates Limited Partnership by deed recorded in Volume 86-8480, Page 13 and Volume 89-2823, Page 38 of Cuyahoga County Records;
- Course 4 thence along the southerly line of lands so conveyed to Strongsville Associates Limited Partnership, North 88°25'20" East, a distance of 409.59 feet to the easterly line of Original Lot 36;
- Course 5 thence along the easterly line of Original Lot 36, South 00°43'00" East, a distance of 256.59 feet to a point;

- Course 6 thence North 89°17'00" East, a distance of 20.00 feet to a point;
- Course 7 thence parallel with the westerly line of Original Lot 25, North 00°43'00" West, a distance of 39.20 feet to the southerly line of Parcel 1 in aforesaid Lot Split & Consolidation made for Centerior Prop. Co;
- Course 8 thence along the southerly line of said Parcel 1, South 74°08'05" East, a distance of 347.86 feet to an angle point therein;
- Course 9 thence South 11°51'39" East, a distance of 106.41 feet to the northwesterly line of Tracy Lane, 60 feet wide;
- Course 10 thence along the northwesterly line of Tracy Lane, South 38°43'11" West, a distance of 81.00 feet to a point;
- Course 11 thence North 51°16'49" West, a distance of 58.71 feet to a point of curvature;
- Course 12 thence northwesterly, a distance of 147.36 feet along the arc of a curve deflecting to the left having a radius of 213.00 feet and a chord which bears North 71°05'58" West, a distance of 144.44 feet to a point of tangency;
- Course 13 thence South 89°04'53" West, a distance of 98.76 feet to a point of curvature;
- Course 14 thence southwesterly, a distance of 82.21 feet along the arc of a curve deflecting to the left having a radius of 186.00 feet and a chord which bears South 76°25'08" West, a distance of 81.55 feet to a point of tangency;
- Course 15 thence South 63°45'22" West, a distance of 103.45 feet to the principal place of beginning and containing 3.9140 acres of land according to a survey by Matthew C. Neff, Ohio Professional Surveyor #7315 of the M Neff Design Group dated May 4, 2007, be the same more or less but subject to all legal highways.

NOTE: Bearings shown hereon are to an assumed meridian and are used to denote angles only.

EXHIBIT B

DRAWING OF EASEMENT AREA

EXHIBIT C

LEGAL DESCRIPTION OF EASEMENT AREA

Legal Description

of a 0.1798 acre

Sanitary Sewer Easement No. 1

M&B Strongsville LLC

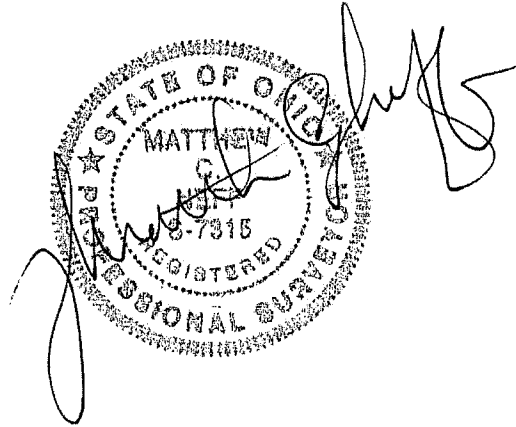
Situated in the City of Strongsville, County of Cuyahoga and State of Ohio, known as being a part of Original Strongsville Township lots 25 and 36 and part of lands now or formerly conveyed to M & B Strongsville LLC, as recorded in AFN 200312301232, AFN 200412151047 and being Sublot 2 of a Lot Split Plat as recorded in Volume 353, Page 52 of Cuyahoga County Map Records, and being further bounded and described as follows:

Commencing at the southwesterly corner of said M & B Strongsville LLC, said point also being on the easterly line of Howe Road, variable width; thence along the southerly line of said M & B Strongsville LLC, North 63°45'22" East, for a distance of 103.45 feet to a point therein; thence continuing along said southerly line, and along the arc of a curve, deflecting to the right, said curve having a radius of 186.00 feet and a chord of 59.55 feet which bears North 72°58'03" East, for a distance of 59.81 feet to the intersection of said southerly line with the easterly line of an existing sanitary sewer easement as recorded in Volume 11626, Page 325 of Cuyahoga County Deed Records; thence along said easterly line of an existing sanitary sewer easement, North 00°43'00" West, for a distance of 15.11 feet to the **TRUE POINT OF BEGINNING**, thence clockwise along the following nine (9) courses and distances;

1. Thence continuing along said easterly line of an existing sanitary sewer easement, North 00°43'00" West, for a distance of 29.74 feet to a point therein;
2. Thence North 89°04'53" East, for a distance of 149.43 feet to a point;
3. Thence North 37°44'02" East, for a distance of 24.49 feet to a point;
4. Thence North 13°03'37" West, for a distance of 75.16 feet to a point on the northerly line of said M & B Strongsville LLC and the southerly line of lands now or formerly conveyed to The Cleveland Electric Illuminating Company, as recorded in Volume 14636, Page 525 of Cuyahoga County Deed Records;

5. Thence along said northerly line of M & B Strongsville, LLC and said southerly line of The Cleveland Electric Illuminating Company, South $74^{\circ}08'05''$ East, for a distance of 22.85 feet to a point therein;
6. Thence South $13^{\circ}03'37''$ East, for a distance of 130.97 feet to a point;
7. Thence along the arc of a curve, deflecting to the left, said curve having a radius of 228.00 feet and a chord of 78.56 feet, which bears North $80^{\circ}59'55''$ West, for a distance of 78.95 feet to a point;
8. Thence South $89^{\circ}04'53''$ West, for a distance of 98.76 feet to a point;
9. Thence along the arc of a curve, deflecting to the left, said curve having a radius of 201.00 feet and a chord of 22.33 feet which bears South $85^{\circ}53'47''$ West, for a distance of 22.35 feet to the TRUE POINT OF BEGINNING, and containing 0.1798 acres (7,831 sq.ft.) of land, more or less, and subject to all easements, restrictions and covenants of record, as surveyed under the supervision of Matthew C. Neff, P.S. No. 7315, for Glaus, Pyle, Schomer, Burns and DeHaven, dba GPD Group, in October of 2014.

Basis of bearing is State Plane Grid North NAD83(2011).



CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – 243

By: Mayor Perciak and Mr. Maloney

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT FOR THE ASSIGNMENT OF AN EASEMENT FOR THE CONSTRUCTION, RECONSTRUCTION, MAINTENANCE, OPERATION AND REPAIR OF A SANITARY SEWER WITH INTENT TO VACATE IN PART AN EXISTING EASEMENT IN CONNECTION WITH PROPERTY LOCATED OFF OF HOWE ROAD AND KNOWN AS PERMANENT PARCEL NOS. 399-04-004 AND 009, AND DECLARING AN EMERGENCY.

WHEREAS, the Cleveland Electric Illuminating Company is the owner in fee simple of certain real estate located off Howe Road (Permanent Parcel Nos. 399-04-004 and 009), in the City of Strongsville, Ohio herein by reference (the "Property"); and

WHEREAS, Council authorized the acceptance of a Grant of Easement for the construction, reconstruction, maintenance, operation and repair of a sanitary sewer and appurtenances on the Property, which Grant of Easement is on file with the Cuyahoga County Fiscal Officer, in Volume 11197 Page 527, and which easement is proposed to be released, extinguished and vacated in part when a new sanitary sewer line is constructed; and

WHEREAS, the Cleveland Electric Illuminating Company, the owner of said Property, has agreed to grant a new easement to M&B Strongsville LLC which is to be assigned to the City of Strongsville for the purpose of constructing, reconstructing, maintaining, operating and repairing a sanitary sewer line and appurtenances on said Property (hereinafter the "new easement"), as more fully described in attached Exhibit 1, and incorporated herein by reference; and

WHEREAS, the existing easement in part is no longer needed by the City of Strongsville and is proposed to be released, vacated and extinguished when the new sanitary line is constructed by M&B Strongsville LLC and approved by the City's Engineering Department; and

WHEREAS, M&B Strongsville LLC is proposing to construct a new sanitary sewer line and appurtenances on Permanent Parcel Nos. 396-25-003, 399-04-004 and 009 to be dedicated to public use as an easement; and

WHEREAS, the said property owners wish to grant and the City wishes to accept the new easement; and

WHEREAS, the Planning Commission of the City at its meeting of November 7, 2014, approved this easement, the assignment, and the partial vacation of the prior easement.

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

Section 1. That this Council finds and determines that a portion of an existing easement described herein and currently granted to the City of Strongsville will no longer be needed for municipal purposes when the new sanitary line is installed and accepted by the City.

Section 2. That accordingly the Mayor be and is hereby authorized and directed to enter into a Release and Vacation of a portion of the Easement in the form attached hereto as Exhibit 1, in connection with the existing easement, when the new line is installed and accepted by the City.

Section 3. That the Council hereby authorizes the Mayor to accept the assignment of a new Grant of Easement for Sanitary Sewer Purposes from Cleveland Electric Illuminating Company and M&B Strongsville LLC, in the form attached as Exhibit 1 for the purposes of constructing, reconstructing, maintaining, operating and repairing a sanitary sewer line on property identified in Exhibit 1.

Section 4. That the Clerk of Council and/or City Engineer be and are hereby authorized and directed to cause such Release and Vacation in part of an Easement Agreement to be filed with the Cuyahoga County Fiscal Officer after the new sanitary line is constructed and approved by the City.

Section 5. That the Clerk of Council and/or City Engineer be and are hereby authorized and directed to cause the new easement for a sanitary sewer line to be filed with the Cuyahoga County Fiscal Officer.

Section 6. That the Clerk of Council and/or City Engineer be and are hereby authorized and directed to cause the Assignment of Sanitary Sewer Easement and Partial Termination and Release of Existing Easement to be filed with the Cuyahoga County Fiscal Officer after its respective execution, along with any applicable Mortgagee's Release and Consent documents, after the new sanitary sewer line is installed and approved, and the old line is capped and filled.

Section 7. That the funds for the purposes of recording said documents have been appropriated and shall be paid from the General Fund.

Section 8. 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 9. 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 disposition of the aforesaid lands is necessary to promptly dispose of an easement no longer needed for municipal public purposes; to accept the new grant of easement which is needed by the City for sanitary sewer purposes in connection with the construction of the new assisted living project on Howe Road, 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	_____	_____
Maloney	_____	_____
Schonhut	_____	_____
Southworth	_____	_____

Attest: _____
 Clerk of Council

ORD. No. 2014 - 243 Amended: _____

1st Rdg. _____ Ref: _____

2nd Rdg. _____ Ref: _____

3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____

Adopted: _____ Defeated: _____

GRANT OF EASEMENT
FOR
SANITARY SEWER SYSTEM PURPOSES

This Grant of Easement is made between THE CLEVELAND ELECTRIC ILLUMINATING COMPANY, an Ohio corporation, having a principal place of business at 76 South Main Street, Akron, Ohio 44308, who with its successors and assigns, are herein jointly called "Grantor," and M & B STRONGSVILLE LLC, an Ohio limited liability company, having a principal place of business at 26184 Bagley Road, Olmsted Falls, Ohio 44138, which with its successors and assigns is herein called "Grantee" and sometimes referred to as "M&B Strongsville".

WHEREAS, Grantor is the owner in fee simple of certain real estate located in the City of Strongsville, Cuyahoga County, State of Ohio, as legally described on Exhibit "A", by virtue of instrument recorded in Volume 14636 Page 525 in the Cuyahoga County Recorder's Office (the "Grantor's Property"); and

WHEREAS, the Grantee is the owner of land adjacent to the Grantor's Property and proposes to construct or cause to be constructed a new sanitary sewer system and appurtenances (the "New Sanitary Sewer") on the Grantor's Property within the twenty (20) foot wide strip shown on Exhibit "B" attached hereto and made a part hereof and legally described on Exhibit "B-1" attached hereto (the "Easement Area"), so as to accommodate the proposed development of the Grantee's land; and

WHEREAS, the City of Strongsville has an existing sanitary sewer line on Grantor's Property, pursuant to that certain Easement for Sanitary Sewer dated September 15, 1964, recorded in Cuyahoga County Recorder's Office in Volume 11197 Page 527 (the "Existing Easement"); and

WHEREAS, Grantor wishes to grant and the Grantee wishes to accept a permanent and perpetual easement for the purposes of constructing, reconstructing, maintaining, operating, using, and repairing the New Sanitary Sewer, within, across, through, and under the Grantor's Property and within the Easement Area as hereinafter set forth;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and for other good and valuable consideration, 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 a perpetual easement and right to enter upon the Grantor's Property, and to remove and/or replace trees or other items above and below the ground where necessary for the purposes of constructing, reconstructing, maintaining, installing, operating and repairing the New Sanitary Sewer within the Easement Area, including but not limited to sanitary sewer pipes, manholes, headwalls, and appurtenances, and to construct, reconstruct, maintain and operate and to make all repairs to the New Sanitary Sewer connected herewith, in, into, upon, over, across and under the Easement Area, 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 the New Sanitary Sewer in accordance with the applicable statutes, ordinances, rules and regulations for the management and protection of such systems of the City of Strongsville, now in force or that may hereafter be adopted.

To the extent applicable laws and ordinances require Grantee to plug or cap the Existing Easement in connection with the vacation thereof, such work shall be performed by Grantee, at Grantee's expense. In furtherance thereof, Grantor hereby also grants unto Grantee a temporary easement for a period of up to six (6) months from the date of execution of this Grant of Easement, over the Grantor's Property for the purpose of plugging and capping the line within the Existing Easement (the "Temporary Easement"). Grantee shall not be obligated to remove the pipeline and equipment within the Existing Easement unless required to do so by law.

Grantor acknowledges and agrees that Grantee will not be obligated to maintain landscaping and/or lawn areas within the Easement Area. Notwithstanding the foregoing, Grantee will immediately repair, replace or pay for any and all damages to the Grantor's Property caused by the installation, operation, maintenance, repair or removal of the New Sanitary Sewer or the Grantee's exercise of its rights with respect to the Temporary Easement. Grantee will pay Grantor for any and all damages to Grantor's facilities or structures located on the Grantor's Property caused by the installation, operation, maintenance, repair or removal of the New Sanitary Sewer or the Grantee's exercise of its rights with respect to the Grant of Easement.

Grantor will not construct or place on the Easement Area any temporary or permanent structures or anything else that may interfere with the New Sanitary Sewer or otherwise interfere with Grantee's exercise of its rights with respect to the Temporary Easement.

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 New Sanitary Sewer. Grantor further agrees to make no alterations to the Easement Area which would increase or reduce the depth of the New Sanitary Sewer or in any way affect the system.

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

Except to the extent caused by Grantor's sole negligence or willful misconduct, M&B Strongsville agrees to indemnify, and agrees to require its contractors and agents to indemnify, defend, and hold harmless Grantor, and its respective directors, officers, shareholders, employees, parent, affiliates, agents, successors and assigns, from and against all fines, penalties, losses, suits or claims, demands, damages, judgments, actions or causes of action, together with any and all losses, costs, fines, penalties or expenses in connection therewith or related thereto, including reasonable attorneys' fees, asserted by any person or persons for bodily injury, death or property damage arising or in any manner arising from M&B Strongsville's installation of the New Sanitary Sewer. M&B Strongsville's obligations under this paragraph shall not be applicable to or enforceable against the City of Strongsville.

If Grantor violates any of the provisions of this Grant of Easement, the Grantee, at the expense of Grantor, may enter upon the Easement Area and make such alterations as are necessary to bring the Easement Area into compliance with the provisions of the Easement.

The Grantor hereby reserves the right to use the Grantor's Property, including but not limited to the Easement Area for such use as is not expressly prohibited by or inconsistent with the terms of this Grant of Easement. Grantor hereby indemnifies and guarantees to save harmless the Grantee against any expense or damage to the New Sanitary Sewer that Grantor may at any time cause by Grantor's use of the Easement Area.

The Grantor covenants with the Grantee that it is well-seized of the Easement Area as a 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 Grant of Easement to Grantee against all lawful claims and demands whatsoever for the purposes described herein, including all liens and encumbrances whatsoever.

Grantor and Grantee hereby agree that Grantee will initially construct and install the New Sanitary Sewer 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 the New Sanitary Sewer. Grantor acknowledges and agrees that the M&B Strongsville shall have the right to assign all of its interest in and to this Grant of Easement, including the New Sanitary Sewer, to the City of Strongsville upon completion of the New Sanitary Sewer. In furtherance thereof, the New Sanitary Sewer will become the property of the City of Strongsville, its successors and assigns, upon (a) Grantee's completion of the installation of the New Sanitary Sewer and approval by the City of Strongsville of Grantor's installation thereof, and (b) the execution and delivery of an Assignment of Easement by and between Grantee and the City of Strongsville in form and substance attached hereto as Exhibit "C" (the "Assignment").

The City of Strongsville by joining in the execution of this Grant of Easement agrees that, upon the completion of the installation of the New Sanitary Sewer by Grantee and the approval thereof by the City of Strongsville in accordance with the foregoing conditions, the City of Strongsville shall execute and deliver the Assignment, pursuant to which the City of Strongsville shall agree to assume M&B Strongsville's obligations under this Grant of Easement except as otherwise set forth herein to the contrary, and a portion of the Existing Easement shall be terminated and released. Effective upon the date of the Assignment, the obligations of M & B Strongsville hereunder will terminate, except with respect to acts or omissions arising prior thereto.

This Grant of Easement will inure to the benefit of any governmental entity, person, firm or corporation who/which Grantee or any of its successors or assigns, will authorize to undertake the performance of work within the purposes of this Grant of Easement, or whom the Grantee permits to utilize the Easement Area.

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

Except as specifically set forth herein, this Grant of Easement will be binding upon and inure to the benefit of the parties, their respective successors and assigns.

TO HAVE AND TO HOLD the above granted easements, rights-of-way, and sanitary sewer system and appurtenances for the purposes above mentioned, unto Grantee and its successors and assigns forever.

(signatures on following page)

IN WITNESS WHEREOF, this instrument is executed this ____ day of _____,
2014.

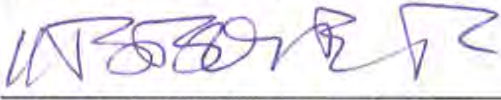
“GRANTOR”

THE CLEVELAND ELECTRIC
ILLUMINATING COMPANY

By: 
Ketan Patel, Director, Real Estate and Facilities
for FirstEnergy Service Company on behalf of
The Cleveland Electric Illuminating Company

“GRANTEE”

M&B STRONGSVILLE, LLC

By: 
Willis B. Boyer, Jr., President

The City of Strongsville joins in the execution of this Grant of Easement for purposes of agreeing to execute and deliver the Assignment, which shall include a termination and release of the Existing Easement, such actions to occur upon Grantee’s completion of the installation of the New Sanitary Sewer and the approval thereof by the City of Strongsville pursuant to this Grant of Easement.

CITY OF STRONGSVILLE

By: _____
Thomas P. Perciak, Mayor

APPROVED AS TO LEGAL FORM BY:

Kenneth A. Kraus, Law Director

STATE OF OHIO)
) ss:
COUNTY OF Summit CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared Ketan Patel, Director of Real Estate and Facilities for FirstEnergy Service Company on behalf of The Cleveland Electric Illuminating Company, an Ohio corporation, who acknowledged that he did sign the foregoing instrument and that the same is his free and voluntary act and deed in such capacity and the free act and deed of such corporation.

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal at AKRON, Ohio, this 24th day of November, 2014.


NOTARY PUBLIC


STATE OF OHIO)
) ss:
COUNTY OF CUYAHOGA)



Richard C. Wagner
Resident Cuyahoga County
Notary Public, State of Ohio
My Commission Expires: 11/13/2017

BEFORE ME, a Notary Public in and for said County and State, personally appeared Willis B. Boyer, Jr., President of M&B STRONGSVILLE, LLC, an Ohio limited liability company, 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 limited liability company.

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal at Beachwood, Ohio, this 20th day of November, 2014.


NOTARY PUBLIC

NANCY J. ZOLA, Notary Public
State of Ohio, Cuyahoga County
My Commission Expires April 30, 2018

This instrument prepared by:

Jeffrey A. Sayoc, Esq.
Singerman, Mills, Desberg & Kauntz Co., L.P.A.
3333 Richmond Road, Suite 370
Beachwood, Ohio 44122
(216) 292-5807

EXHIBIT A

LEGAL DESCRIPTION
GRANTOR'S PROPERTY

Parcel No. 1:

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio and known as being part of Original Strongsville Township Lot No. 25, and bounded and described as follows: Beginning on the center line of Howe Road, 60 feet wide, at the North-easterly corner of land conveyed to Charles J. Ingrassia Jr., and Ethel M. Ingrassia, by Deed dated August 13, 1946, and recorded in Volume 6207, Page 185 of Cuyahoga County Records; thence Northeasterly, along the center line of Howe Road, 105.56 feet to the Southeasterly corner of a parcel of land conveyed to Chester Stanley Tracy and June Clarice Tracy by deed dated September 24, 1951 and recorded in Volume 7405, Page 7, Cuyahoga County Records; thence Westerly along the Southerly line of said parcel of land, to a point in the Westerly line of said Original Lot No. 25, distant 108.545 feet Northerly, measured along said Westerly line, from the North-Westerly corner of land conveyed to Charles J. Jr., and Ethel M. Ingrassia as afore-said; thence Southerly along the Westerly line of said Original Lot No. 25, 108.545 feet to the Northwesterly corner of land conveyed to Charles J. Jr., and Ethel M. Ingrassia as aforesaid; thence Easterly, along the Northerly line of land so con-veyed, 380.82 feet to the place of beginning, be the same more or less, but subject to all legal highways.

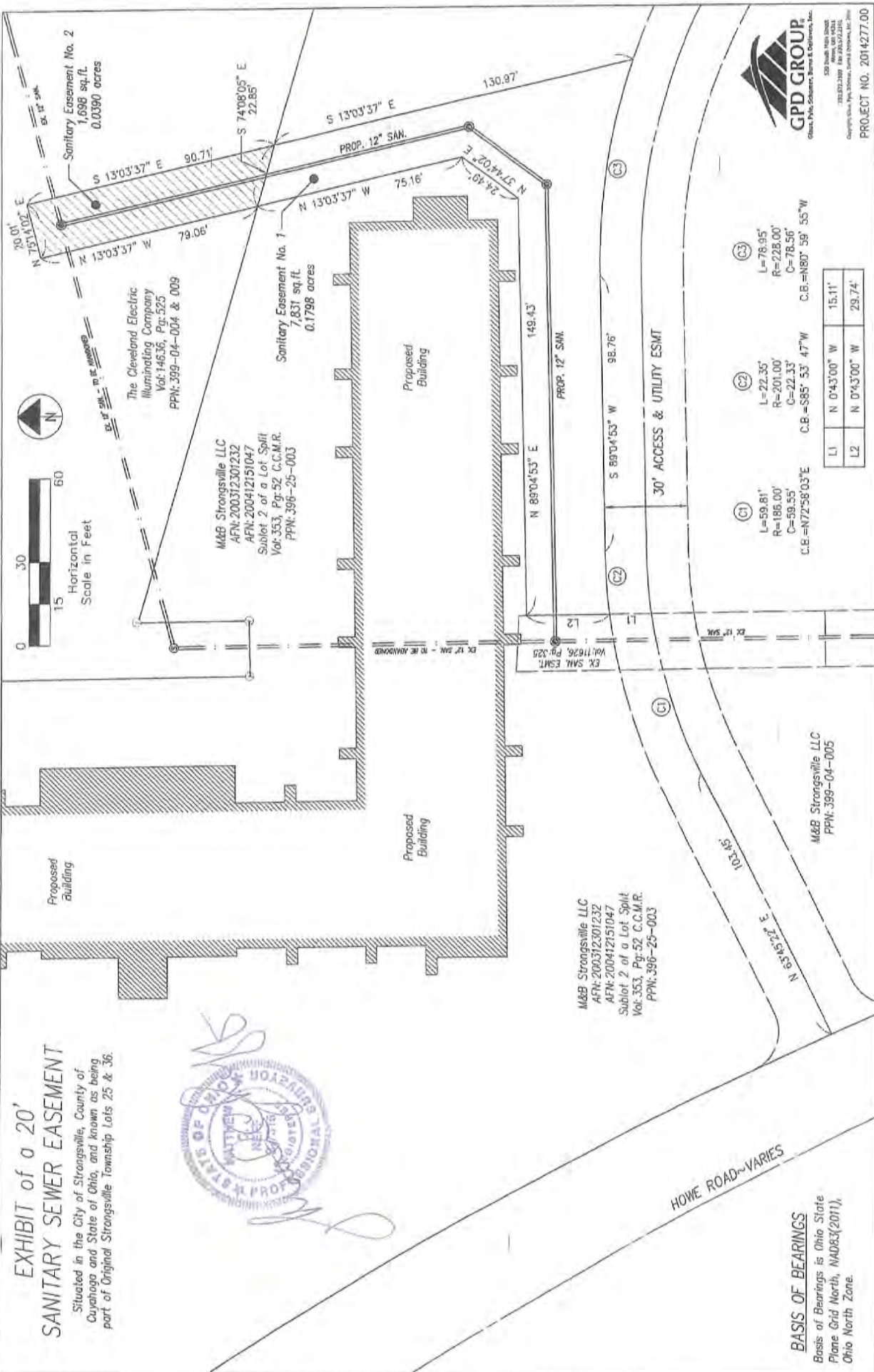
Parcel No. 2:

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio and known as being part of Original Strongsville Township Lot No. 25, and bounded and described as follows: Beginning in the centerline of Cheerful Lane at Station 48+00 which is located in the Westerly Limited Access Right of Way line I.R. Cuy/Med 71-0.00/26.63, 150.19 feet left of centerline Station 597+19.23; Thence from said Place of Begin-ning North $11^{\circ}51'20''$ West along said Limited Access Right of Way line, 39.78 feet to a point in the Northwesterly Right of Way line of Cheerful Lane; Thence North $87^{\circ}24'26''$ West, 20.65 feet to a point in the Westerly line of a 20 foot strip of land leased to the American Telephone & Telegraph Company and the principal place of beginning; Thence from said Principal place of beginning North $87^{\circ}24'36''$ West, 388.74 feet to a point in the Westerly line of original Lot 25; Thence North $00^{\circ}42'30''$ West along said Lot Line 880.53' to a point in a Southerly line of lands leased to the American Telephone & Telegraph Company; Thence North $89^{\circ}20'43''$ East along said Southerly line of leased lands, 59.60 feet to an angle point therein; Thence South $27^{\circ}29'37''$ East along said leased land, 224.15 feet to an angle point therein; Thence South $33^{\circ}26'20''$ East along said leased land 237.42 feet to an angle point therein; Thence South $11^{\circ}51'20''$ East along said leased land 512.68 feet to the principal place of beginning, be the same more or less, but subject to all legal highways.

EXHIBIT B

DRAWING OF EASEMENT AREA

EXHIBIT of a 20'
SANITARY SEWER EASEMENT
 Situated in the City of Strongsville, County of Cuyahoga and State of Ohio, and known as being part of Original Strongsville Township Lots 25 & 36.



The Cleveland Electric Illuminating Company
 Vol: 14636, Pg: 525
 PPN: 399-04-004 & 009

M&B Strongsville LLC
 AFN: 200312301232
 APN: 200412151047
 Sublot 2 of a Lot Split
 Vol: 353, Pg: 52 C.C.M.R.
 PPN: 396-25-003

M&B Strongsville LLC
 AFN: 200312301232
 APN: 200412151047
 Sublot 2 of a Lot Split
 Vol: 353, Pg: 52 C.C.M.R.
 PPN: 396-25-003

M&B Strongsville LLC
 PPN: 399-04-005

ⓐ L=59.81'
 R=186.00'
 C=59.55'
 C.S.=N72°58'03"E

ⓑ L=78.95'
 R=228.00'
 C=78.56'
 C.B.=N80°59'55"W

ⓒ L=22.35'
 R=201.00'
 C=22.33'
 C.B.=S85°53'47"W

ⓓ L=78.95'
 R=228.00'
 C=78.56'
 C.B.=N80°59'55"W

L1	N 0°43'00" W	15.11'
L2	N 0°43'00" W	29.74'

HOWE ROAD-VARIES

BASIS OF BEARINGS
 Basis of Bearings is Ohio State Plane Grid North, NAD83(2011), Ohio North Zone.

EXHIBIT B-1

LEGAL DESCRIPTION OF EASEMENT AREA

Legal Description

of a 0.0390 acre

Sanitary Sewer Easement No. 2

The Cleveland Electric Illuminating Company

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio, known as being a part of Original Strongsville Township lots 25 and 36 and part of lands now or formerly conveyed to The Cleveland Electric Illuminating Company, as recorded in Volume 14636, Page 525 of Cuyahoga County Deed Records, and being further bounded and described as follows:

Commencing at the southwesterly corner of lands now or formerly conveyed to M & B Strongsville LLC, as recorded in AFN 200312301232, AFN 200412151047 and being Sublot 2 of a Lot Split Plat as recorded in Volume 353, Page 52 of Cuyahoga County Map Records, said point also being on the easterly line of Howe Road, variable width; thence along the southerly line of said M & B Strongsville LLC, North 63°45'22" East, for a distance of 103.45 feet to a point therein; thence continuing along said southerly line, and along the arc of a curve, deflecting to the right, said curve having a radius of 186.00 feet and a chord of 59.55 feet which bears North 72°58'03" East, for a distance of 59.81 feet to the intersection of said southerly line with the easterly line of an existing sanitary sewer easement as recorded in Volume 11626, Page 325 of Cuyahoga County Deed Records; thence along said easterly line of an existing sanitary sewer easement, North 00°43'00" West, for a distance of 44.85 feet to a point; thence North 89°04'53" East, for a distance of 149.43 feet to a point; thence North 37°44'02" East, for a distance of 24.49 feet to a point; thence North 13°03'37" West, for a distance of 75.16 feet to a point on the northerly line of said M & B Strongsville LLC, and on the southerly line of said Cleveland Electric Illuminating Company and the **TRUE POINT OF BEGINNING**, thence clockwise along the following four courses;

1. Thence North 13°03'37" West, for a distance of 79.06 feet to a point;
2. Thence North 75°14'02" East, for a distance of 20.01 feet to a point;
3. Thence South 13°03'37" East, for a distance of 90.71 feet to a point on said northerly line of M & B Strongsville LLC and said southerly line of The Cleveland Electric Illuminating Company;

4. Thence along said northerly and southerly lines, North $74^{\circ}08'05''$ West, for a distance of 22.85 feet to the TRUE POINT OF BEGINNING, and containing 0.0390 acres (1,698 sq.ft.) of land, more or less, and subject to all easements, restrictions and covenants of record, as surveyed under the supervision of Matthew C. Neff, P.S. No. 7315, for Glaus, Pyle, Schomer, Burns and DeHaven, dba GPD Group, in October of 2014.

Basis of bearing is State Plane Grid North NAD83(2011).



EXHIBIT C

FORM OF
ASSIGNMENT OF SANITARY SEWER EASEMENT
AND PARTIAL TERMINATION AND RELEASE OF EXISTING EASEMENT

ASSIGNMENT OF SANITARY SEWER EASEMENT
AND
PARTIAL TERMINATION AND RELEASE OF EXISTING EASEMENT

This Agreement is entered into by and between M&B STRONGSVILLE LLC, an Ohio limited liability company (“Assignor”), and the City of Strongsville, an Ohio municipal corporation and political subdivision, which with its successors and assigns is herein called “Assignee”.

WHEREAS, Assignor is the Grantee under a certain Grant of Easement for Sanitary Sewer System from The Cleveland Electric Illuminating Company (“CEI”) to M&B Strongsville LLC (the “New Easement”), which encumbers certain real property located in Strongsville, Cuyahoga County, Ohio, and legally described in Exhibit “A” attached hereto and made a part hereof (the “CEI Property”);

WHEREAS, the New Easement is recorded at Cuyahoga County Official Records as Instrument No. _____, and a copy of the New Easement is attached hereto as Exhibit “A-1”;

WHEREAS, the Assignee has an existing sanitary sewer line encumbering the CEI Property pursuant to that certain Easement for Sanitary Sewer dated September 15, 1964, recorded in Cuyahoga County Recorder’s Office in Volume 11197 Page 527 (the “Existing Easement”).

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, on behalf of itself and its successors and assigns, hereby, effective on the date hereof, assigns, conveys, and grants to Assignee and its successors and assigns, all of Assignor’s right, title, and interest in and to the New Easement. Assignor covenants with Assignee that it is well seized of the New Easement. Pursuant to the terms and conditions of the New Easement, Assignor has the right to assign, convey, and grant the New Easement to Assignee in the manner and form herein provided.

FURTHER, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignee hereby accepts the new sanitary sewer improvements and appurtenances and, except as otherwise provided in the New Easement, Assignee assumes the Grantor's obligations under the New Easement.

FURTHER, Assignee hereby terminates and releases the portion of the Existing Easement which is crosshatched in red on Exhibit "B" attached hereto and made a part hereof, and the Cuyahoga County Fiscal Officer is authorized to release the same of record from the CEI Property.

IN WITNESS WHEREOF, this instrument is executed this ____ day of _____, 2014.

CITY OF STRONGSVILLE,
an Ohio municipal corporation

M&B STRONGSVILLE LLC,
an Ohio limited liability company

By: _____
Thomas P. Perciak, Mayor
City of Strongsville

By: _____
Willis B. Boyer, President

APPROVED AS TO LEGAL FORM BY:

Kenneth A. Kraus, Law 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, an Ohio municipal corporation, 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 such officer and the free act and deed of the City of Strongsville.

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal at _____, Ohio, this ____ day of _____, 2014.

Notary Public

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named M&B Strongsville, LLC, an Ohio limited liability company, by Willis B. Boyer, Jr., its President, who acknowledged that he did sign the foregoing instrument and that the same is his free and voluntary act and deed as such officer and the free act and deed of the limited liability company.

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal at _____, Ohio, this ____ day of _____, 2014.

Notary Public

This instrument prepared by:

Jeffrey A. Sayoc, Esq.
Singerman, Mills, Desberg & Kauntz Co., L.P.A.
3333 Richmond Road, Suite 370
Beachwood, Ohio 44122
(216) 292-5807

EXHIBIT A

LEGAL DESCRIPTION OF CEI PROPERTY

Parcel No. 1:

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio and known as being part of Original Strongsville Township Lot No. 25, and bounded and described as follows: Beginning on the center line of Howe Road, 60 feet wide, at the Northeastly corner of land conveyed to Charles J. Ingrassia Jr., and Ethel M. Ingrassia, by Deed dated August 13, 1946, and recorded in Volume 6207, Page 185 of Cuyahoga County Records; thence Northeastly, along the center line of Howe Road, 105.56 feet to the Southeastly corner of a parcel of land conveyed to Chester Stanley Tracy and June Clarice Tracy by deed dated September 24, 1951 and recorded in Volume 7405, Page 7, Cuyahoga County Records; thence Westerly along the Southerly line of said parcel of land, to a point in the Westerly line of said Original Lot No. 25, distant 108.545 feet Northerly, measured along said Westerly line, from the North-Westerly corner of land conveyed to Charles J. Jr., and Ethel M. Ingrassia as aforesaid; thence Southerly along the Westerly line of said Original Lot No. 25, 108.545 feet to the Northwestly corner of land conveyed to Charles J. Jr., and Ethel M. Ingrassia as aforesaid; thence Easterly, along the Northerly line of land so conveyed, 380.82 feet to the place of beginning, be the same more or less, but subject to all legal highways.

Parcel No. 2:

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio and known as being part of Original Strongsville Township Lot No. 25, and bounded and described as follows: Beginning in the centerline of Cheerful Lane at Station 48+00 which is located in the Westerly Limited Access Right of Way line I.R. Cuy/Med 71-0.00/26.63, 150.19 feet left of centerline Station 597+19.23; Thence from said Place of Beginning North $11^{\circ}51'20''$ West along said Limited Access Right of Way line, 39.78 feet to a point in the Northwestly Right of Way line of Cheerful Lane; Thence North $87^{\circ}24'26''$ West, 20.65 feet to a point in the Westerly line of a 20 foot strip of land leased to the American Telephone & Telegraph Company and the principal place of beginning; Thence from said Principal place of beginning North $87^{\circ}24'36''$ West, 388.74 feet to a point in the Westerly line of original Lot 25; Thence North $00^{\circ}42'30''$ West along said Lot Line 880.53' to a point in a Southerly line of lands leased to the American Telephone & Telegraph Company; Thence North $89^{\circ}20'43''$ East along said Southerly line of leased lands, 59.60 feet to an angle point therein; Thence South $27^{\circ}29'37''$ East along said leased land, 224.15 feet to an angle point therein; Thence South $33^{\circ}26'20''$ East along said leased land 237.42 feet to an angle point therein; Thence South $11^{\circ}51'20''$ East along said leased land 512.68 feet to the principal place of beginning, be the same more or less, but subject to all legal highways.

EXHIBIT A-1

COPY OF NEW EASEMENT

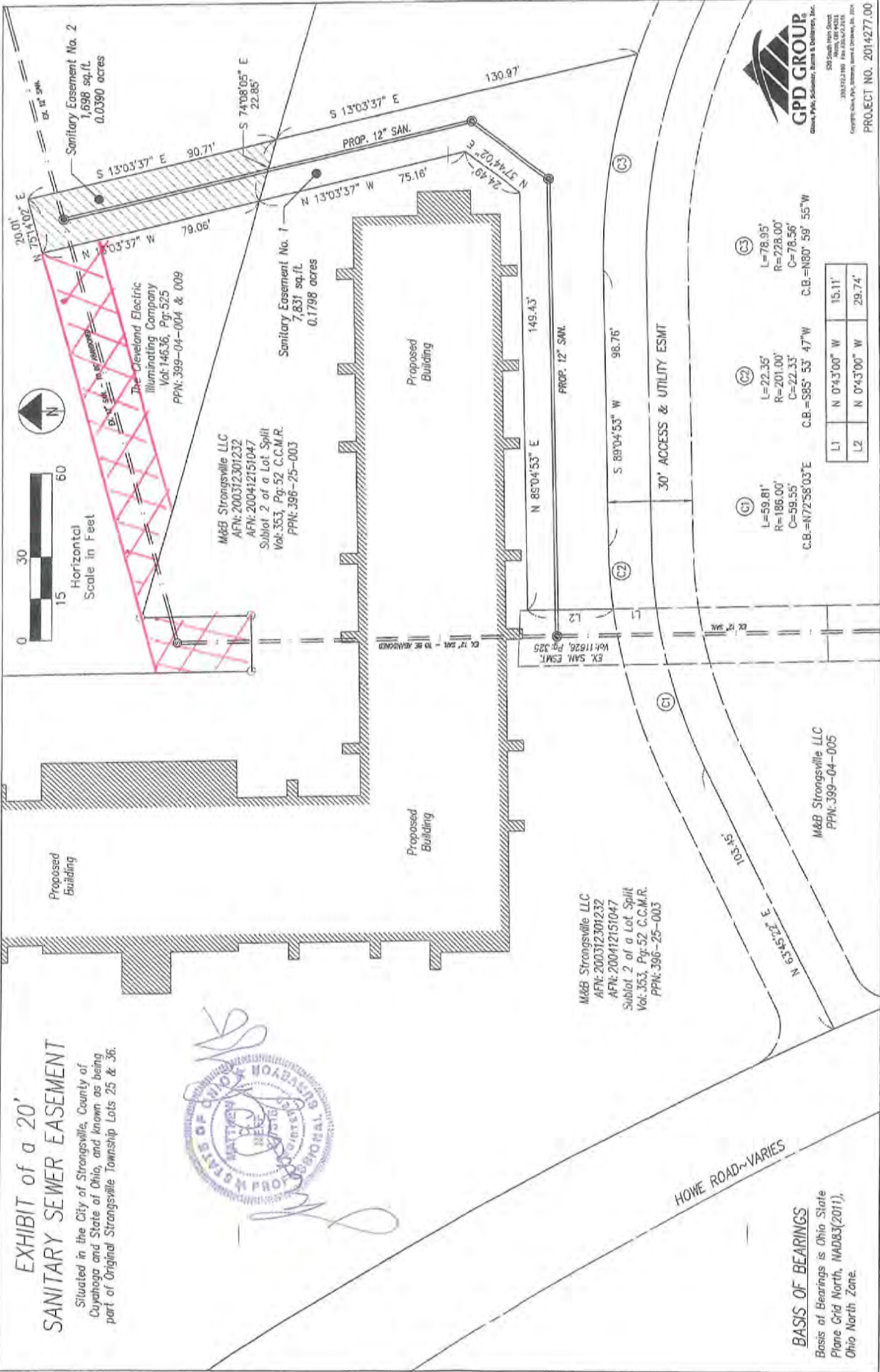
[To be affixed after recording]

EXHIBIT B

DRAWING DEPICTING PORTION OF EXISTING EASEMENT WHICH IS TERMINATED

EXHIBIT of a 20' SANITARY SEWER EASEMENT

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio, and known as being part of Original Strongsville Township Lots 25 & 36.



M&B Strongsville LLC
 APN: 200312301232
 APN: 200412151047
 Sublot 2 of a Lot Split
 Vol. 353, Pg. 52 C.C.M.R.
 PPN: 396-25-003

Sanitary Easement No. 2
 1,698 sq.ft.
 0.0390 acres

Sanitary Easement No. 1
 7,831 sq.ft.
 0.1798 acres

M&B Strongsville LLC
 APN: 200312301232
 APN: 200412151047
 Sublot 2 of a Lot Split
 Vol. 353, Pg. 52 C.C.M.R.
 PPN: 396-25-003

M&B Strongsville LLC
 PPN: 399-04-005



PROJECT NO. 2014277.00

30' ACCESS & UTILITY ESMT

(C1) L=59.81' R=186.00' C=59.55'
 C.B.=N72°58'03"E
 (C2) L=22.35' R=201.00' C=22.33'
 C.B.=S85° 53' 47"W
 (C3) L=78.95' R=228.00' C=78.56'
 C.B.=N80° 59' 55"W

L1	N 0°43'00" W	15.11'
L2	N 0°43'00" W	29.74'

HOWE ROAD-VARIES

BASIS OF BEARINGS
 Basis of Bearings is Ohio State Plane Grid North, MAD83(2011), Ohio North Zone.

MEMORANDUM

TO: Aimee Pientka, Council Clerk
Ken Kraus, Law Director

FROM: Carol Oprea, Administrative Assistant, Boards & Commissions

SUBJECT: Referrals to Council

DATE: November 7, 2014

Please be advised that at its meeting of November 6, 2014 the Strongsville Planning Commission gave Favorable Recommendation to the following;

CLOVER CONSTRUCTION/ Nate Bellinger, Agent

Approval of two (2) Sanitary Sewer Easements and vacation of two (2) Sanitary Sewer Easements, **subject to the receipt by the Law Department of the final easements.**

T-Mobile/ Chris Galloway, Agent

Site Plan approval for the addition of 3 new antennas for the T-Mobile co-location on an existing tower located at 18778 Royalton Road, PPN 396-10-014 zoned Public Facility.

Ordinance No. 2014-197

An Ordinance Amending the Zoning Map of the City of Strongsville adopted by Section 1253.03 of Title Six, Part Twelve of the Codified Ordinances of Strongsville to change the Zoning Classification of Certain Real Estate located at Royalton Road and West 130th Street, in the City of Strongsville from LB (Local Business) Classification to MS (Motorist Service) Classification (Part of PPN 399-01-005).

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2014 - 244
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 2015.

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	\$ 15,908,400.00	\$ 7,525,300.00	\$ 11,375,000.00	\$ 34,808,700.00

<u>Special Revenue Funds - 200</u>					
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
	203 Police Pension	\$ 1,282,000.00	\$ -	\$ -	\$ 1,282,000.00
	204 Street Construction & Maintenance	5,312,900.00	4,327,600.00	-	9,640,500.00
	205 State Highway Maintenance	-	150,000.00	-	150,000.00
	206 Motor Vehicle License Tax	-	300,000.00	-	300,000.00
	207 Emergency Vehicle Fund	-	1,625,000.00	-	1,625,000.00
	208 Fire Levy	7,319,100.00	773,000.00	-	8,092,100.00
	209 Fire Pension	1,362,100.00	-	-	1,362,100.00
	211 Clerk of Court	-	35,000.00	-	35,000.00
	212 Drainage Levy	-	310,000.00	300,000.00	610,000.00
	213 FEMA	-	-	-	-
	214 Multi-Purpose Complex	3,217,700.00	1,914,400.00	-	5,132,100.00
	215 Southwest General Hospital	-	334,902.00	-	334,902.00
	216 Law Enforcement Federal Seizures	-	2,000.00	-	2,000.00
	217 Law Enforcement State Seizures	-	2,000.00	-	2,000.00
	218 Law Enforcement Drug Fine	-	400.00	-	400.00
	219 Law Enforcement DWI/DUI	-	10,000.00	-	10,000.00
	220 Tree Fund	-	100,000.00	-	100,000.00
	222 Community Diversion	10,200.00	1,500.00	-	11,700.00
	224 Earned Benefits	400,000.00	-	-	400,000.00
200	Total Special Revenue Funds	\$ 18,904,000.00	\$ 9,885,802.00	\$ 300,000.00	\$ 29,089,802.00

<u>Debt Service Funds - 300</u>					
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
	331 General Bond Retirement	\$ -	\$ 4,375,525.00	\$ -	\$ 4,375,525.00
	333 Pearl Road TIF # 1 Fund	-	2,526,360.00	-	2,526,360.00
	334 Royalton Road TIF Fund	-	156,875.00	-	156,875.00
	335 Pearl Road TIF # 2 Fund	-	-	-	-
300	Total Debt Service Funds	\$ -	\$ 7,058,760.00	\$ -	\$ 7,058,760.00

<u>Capital Improvement Capital Project Funds - 400</u>					
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
	441 Recreation Capital Improvement	\$ -	\$ 100,000.00	\$ -	\$ 100,000.00
	442 General Capital Improvement	-	2,531,000.00	-	2,531,000.00
	444 Pearl Road Capital Improvement	-	741,763.00	1,500,000.00	2,241,763.00
400	Total Capital Project Funds	\$ -	\$ 3,372,763.00	\$ 1,500,000.00	\$ 4,872,763.00

<u>Enterprise Funds - 500</u>					
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
551	Sanitary Sewer	\$ 1,323,500.00	\$ 4,969,734.00	\$ -	\$ 6,293,234.00

<u>Internal Service Fund - 600</u>					
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
664	Workers' Compensation Reserve	\$ -	\$ 320,000.00	\$ -	\$ 320,000.00
Grand Total All Funds		\$ 36,135,900.00	\$ 33,132,359.00	\$ 13,175,000.00	\$ 82,443,259.00

<u>Itemized list of Transfers and Advances by Fund</u>	
Description	Amount
General Fund to Street Construction Fund	\$ 3,370,000.00
General Fund to Fire Levy Fund	2,665,000.00
General Fund to Multi-Complex Fund	1,900,000.00
General Fund to Police Pension Fund	840,000.00
General Fund to Fire Pension Fund	900,000.00
General Fund to Earned Benefits Fund	400,000.00
General Fund to General Capital Improvement	1,300,000.00
Total Transfers	\$ 11,375,000.00
Drainage Levy to General Fund	300,000.00
Pearl Road Capital Improvement Fund Phase II to General Fund	1,500,000.00
Total Advances and Advance Repayments	\$ 1,800,000.00
Total Transfers, Advances and Advance Repayments	\$ 13,175,000.00

Section 2: That all expenditures within the fiscal year ending December 31, 2015 shall be made in accordance with the code accounts set forth above, and shall be made within the appropriations herein provided.

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

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

Approved: _____

President of Council

Mayor

Date Passed

Date Approved

Attest: _____
Clerk of Council

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

ORD. No. 2014-244 Amended: _____

1st Rdg. _____ Ref: _____

2nd Rdg. _____ Ref: _____

3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____

Adopted: _____ Defeated: _____

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

Dept #	Department	Personal Services	Other	Transfers & Advances	Total
011410	Council	\$ 321,900.00	\$ 26,000.00	\$ -	\$ 347,900.00
011411	Mayors Office	339,700.00	15,300.00	-	355,000.00
015412	Police Department	8,813,600.00	972,100.00	-	9,785,700.00
015412	Street Lighting	-	366,700.00	-	366,700.00
011413	Human Resources	225,000.00	91,100.00	-	316,100.00
011414	Finance Department	506,600.00	23,400.00	-	530,000.00
011415	Legal Department	462,900.00	136,400.00	-	599,300.00
011416	Communication & Technology	644,500.00	760,500.00	-	1,405,000.00
011417	Building Department	981,600.00	175,700.00	-	1,157,300.00
011418	Mayors Court	137,300.00	80,000.00	-	217,300.00
011420	Rubbish Department	-	2,311,500.00	-	2,311,500.00
011421	Cemetery Department	113,500.00	13,900.00	-	127,400.00
011421	County Board of Health	-	175,500.00	-	175,500.00
011422	Architectural Board of Review	-	6,000.00	-	6,000.00
011423	Planning Commission	105,000.00	61,000.00	-	166,000.00
011424	Civil Service	-	47,000.00	-	47,000.00
011425	Board of Appeals	-	11,000.00	-	11,000.00
011428	Parks Department	103,500.00	193,100.00	-	296,600.00
011430	General Miscellaneous	-	1,713,700.00	-	1,713,700.00
011435	Economic Development	143,100.00	144,600.00	-	287,700.00
015414	Corrections Officers	764,400.00	138,700.00	-	903,100.00
011435	Joint Dispatch Center	2,092,500.00	56,100.00	-	2,148,600.00
011452	Public Safety	153,300.00	6,000.00	-	159,300.00
011468	Non Government Transfers	-	-	11,375,000.00	11,375,000.00
	Total General Fund	\$ 15,908,400.00	\$ 7,525,300.00	\$ 11,375,000.00	\$ 34,808,700.00
031000	Police Pension	1,282,000.00	-	-	1,282,000.00
046419	Street Repairs	4,410,400.00	2,416,100.00	-	6,826,500.00
046426	Traffic Signal Maintenance	225,800.00	230,500.00	-	456,300.00
046427	Snow Removal	-	796,000.00	-	796,000.00
046433	Municipal Garage	676,700.00	885,000.00	-	1,561,700.00
056000	State Highway Maintenance	-	150,000.00	-	150,000.00
066000	Motor Vehicle License Tax	-	300,000.00	-	300,000.00
075000	Emergency Vehicle Fund	-	1,625,000.00	-	1,625,000.00
085000	Fire Levy	7,319,100.00	526,000.00	-	7,845,100.00
085001	Fire Station Ward 1	-	39,000.00	-	39,000.00
085002	Fire Station Ward 2	-	81,000.00	-	81,000.00
085003	Fire Station Ward 3	-	31,000.00	-	31,000.00
085004	Fire Station Ward 4	-	96,000.00	-	96,000.00
095000	Fire Pension	1,362,100.00	-	-	1,362,100.00
111000	Clerk of Court	-	35,000.00	-	35,000.00
121000	Drainage Levy	-	310,000.00	300,000.00	610,000.00
131000	FEMA	-	-	-	-
143304	Sports Programs	268,800.00	168,600.00	-	437,400.00
143305	Recreation Administration	462,100.00	626,900.00	-	1,089,000.00
143306	Fitness	437,600.00	134,900.00	-	572,500.00
143309	Ice Rink	-	282,500.00	-	282,500.00
143310	Aquatics	737,400.00	102,300.00	-	839,700.00
143311	Recreation Programs	219,000.00	32,800.00	-	251,800.00
143430	Special Events	-	17,100.00	-	17,100.00
143431	Old Town Hall	10,200.00	12,300.00	-	22,500.00
143439	Senior Services	569,800.00	319,000.00	-	888,800.00
143451	Recreation Maintenance	512,800.00	168,000.00	-	680,800.00
143500	Program Refunds	-	50,000.00	-	50,000.00
152000	Southwest General Hospital	-	334,902.00	-	334,902.00
165000	Law Enforcement Federal Seizures	-	2,000.00	-	2,000.00
175000	Law Enforcement State Seizures	-	2,000.00	-	2,000.00
185000	Law Enforcement Drug Fine	-	400.00	-	400.00
195000	Law Enforcement DWI/DUI	-	10,000.00	-	10,000.00
204000	Tree Maintenance	-	100,000.00	-	100,000.00
225000	Community Diversion	10,200.00	1,500.00	-	11,700.00
224000	Earned Benefits	400,000.00	-	-	400,000.00
3	Total Special Revenue Funds	\$ 18,904,000.00	\$ 9,885,802.00	\$ 300,000.00	\$ 29,089,802.00

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

Dept #	Department	Personal Service	Other	Transfers & Advances	Total
311000	General Bond Retirement	-	4,375,525.00	-	4,375,525.00
333000	Pearl Road TIF # 1	-	2,526,360.00	-	2,526,360.00
334000	Royalton Road TIF	-	156,875.00	-	156,875.00
335000	Pearl Road TIF # 2	-	-	-	-
	Total Debt Service	\$ -	\$ 7,058,760.00	\$ -	\$ 7,058,760.00
413000	Recreation Capital Improvement	-	100,000.00	-	100,000.00
421000	General Capital Improvement	-	2,531,000.00	-	2,531,000.00
446200	Pearl Road Capital Improvement Phase II	-	741,763.00	1,500,000.00	2,241,763.00
	Total Capital Projects	\$ -	\$ 3,372,763.00	\$ 1,500,000.00	\$ 4,872,763.00
512501	Engineering and Administration	640,000.00	848,000.00	-	1,488,000.00
512502	Plant Expenditures	-	2,011,000.00	-	2,011,000.00
512503	Line Expenditures	683,500.00	765,000.00	-	1,448,500.00
512504	Sewer Capital Improvements	-	1,020,000.00	-	1,020,000.00
512505	Sewer Debt Payments	-	325,734.00	-	325,734.00
	Total Sanitary Sewer	\$ 1,323,500.00	\$ 4,969,734.00	\$ -	\$ 6,293,234.00
664000	Workers Compensation	\$ -	\$ 320,000.00	\$ -	\$ 320,000.00
	GRAND TOTAL	\$ 36,135,900.00	\$ 33,132,359.00	\$ 13,175,000.00	\$ 82,443,259.00

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – 245

By: Mr. DeMio

AN ORDINANCE AUTHORIZING THE SALE BY INTERNET AUCTION, OF CERTAIN OBSOLETE PROPERTY NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE BY THE CITY'S FIRE DEPARTMENT 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 Fire Department of the City of Strongsville is in possession of a certain vehicle which is obsolete, surplus, has little monetary value, and is no longer needed for any municipal purpose, as more particularly described in Exhibit "A", a copy of which is attached hereto and incorporated herein by reference, and further finds, therefore, that it will be in the best interest of the City that such property be sold by public internet auction through GovDeals.

Section 2. That pursuant to Ohio Revised Code Section 721.15, the City is authorized to sell or dispose of property by internet auction; and that, pursuant to Article IV, Section 3(e) of the City Charter, the Mayor and Director of Finance be and are hereby authorized to dispose of such obsolete tangible property identified in Exhibit "A," and to perform all acts required in furtherance thereof.

Section 3. That the Director of Finance and the Mayor therefore are authorized to retain the services of **GovDeals** to effectuate the sale of such obsolete property by internet auction through an appropriate user agreement between the City and GovDeals, and in a form to be approved by the Law Director; and that the Director of Finance, Mayor and Chief of Fire be and are further authorized and directed to execute all documents and perform all acts required to complete the sale of such obsolete and unneeded property by public internet auction.

Section 4. That the public internet auction will be conducted through GovDeals in accordance with its rules, regulations and procedures, including listing of the obsolete and unneeded property for sale by auction to the public on the internet. That as required by law, the property will be listed for ten (10) days, including Saturdays, Sundays and legal holidays.

Section 5. That the net proceeds of the operation of this Ordinance shall be deposited into the Emergency Vehicle Fund.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2014 – 245
Page 2

Section 6. 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 7. 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 the immediate sale of such obsolete and unneeded municipal property is necessary to enable the Fire Department to replace obsolete equipment, 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	_____	_____
Maloney	_____	_____
Schonhut	_____	_____
Southworth	_____	_____

Attest: _____
 Clerk of Council

ORD. No. 2014-245 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

EXHIBIT A

1948 American LaFrance Fire Engine

No. L3750

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – 246

By: Mayor Perciak and Mr. DeMio

AN ORDINANCE RATIFYING AND AUTHORIZING THE MAYOR'S APPLICATION ON BEHALF OF THE CITY OF STRONGSVILLE FOR FY2014 ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM FUNDS FOR THE PURCHASE OF FIREFIGHTER PERSONAL PROTECTIVE EQUIPMENT, SPECIFICALLY SELF-CONTAINED BREATHING APPARATUS, AIR CYLINDERS AND FACE PIECES, FOR USE BY THE CITY'S FIRE DEPARTMENT, AND DECLARING AN EMERGENCY.

WHEREAS, under the authority of the Federal Fire Protection and Control Act of 1974, 15 USC §2229, et. seq., as amended, the Assistance to Firefighters Grant Program has been established; and

WHEREAS, the Grant Program generally provides, among other things, funding to fire departments through the U.S. Department of Homeland Security and the Federal Emergency Management Agency (FEMA) to support various fire prevention and safety activities, including but not limited to training, purchase of equipment and vehicles; and

WHEREAS, the City of Strongsville is, therefore, desirous of applying for Assistance to Firefighters Grant Program funds for firefighter personal protective equipment, specifically being self-contained breathing apparatus, air cylinders and face pieces, with an anticipated total project cost of \$174,208.00, with approximately ninety percent (90%) of the cost being paid by the Grant in the amount of \$158,371.00, as calculated by FEMA, and with the City's ten percent (10%) share being an approximate amount not to exceed \$17,420.00.

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 does hereby ratify and authorize the Mayor applying to the Federal Emergency Management Agency for Assistance to Firefighters Grant Program funds on behalf of the City of Strongsville for firefighter personal protective equipment, specifically being self-contained breathing apparatus, air cylinders and face pieces, in accordance with the application on file with the Fire Chief, which is in all respects hereby approved.

Section 2. That the Mayor and/or Fire Chief be and are hereby authorized and directed to certify that the information contained in the application for assistance is true and correct; that the submittal of the application has been duly authorized hereby; and to provide, execute and deliver those certifications, assurances and such other information as may be required in connection therewith.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 - 246

Page 2

Section 3. That the City's portion of costs for the implementation of this Grant, if it is awarded and approved by Council, shall be paid from the Emergency Vehicle Fund and the Fire Levy Fund.

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

Section 5. That this Ordinance is hereby declared to be an emergency measure 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 for the City to ratify and approve the filing of the application for Assistance to Firefighters Grant Program Funds for FY2014, in order for the City to be considered for such funding for fire equipment and other related items associated with efficient operation of the Fire Department and its facilities, to ensure continued safety of City residents, 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	_____	_____
Maloney	_____	_____
Schonhut	_____	_____
Southworth	_____	_____

Attest: _____
Clerk of Council

ORD. No. 2014-246 Amended: _____

1st Rdg. _____ Ref: _____

2nd Rdg. _____ Ref: _____

3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____

Adopted: _____ Defeated: _____

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – 247

By: Mayor Perciak and Mr. Southworth

AN ORDINANCE AMENDING SECTION 2 OF ORDINANCE NO. 2014-024 TO INCREASE THE APPROPRIATED CONTRACT AMOUNT AND AMEND THE CONTRACT WITH ADLER TEAM SPORTS FOR PURCHASE OF YOUTH SPORTS WEARING APPAREL FOR USE BY THE RECREATION DEPARTMENT OF THE CITY, WITHOUT FURTHER PUBLIC BIDDING, AND DECLARING AN EMERGENCY.

WHEREAS, through adoption of Ordinance No. 2014-024 after public bidding, the Council approved and authorized the Mayor to enter into a contract with Adler Team Sports for the purchase of youth sports wearing apparel through 2014 at unit prices but in a total amount not to exceed \$32,029.58; and

WHEREAS, since then, due to higher than anticipated registration numbers for the City's youth sports program, the Director of Recreation & Senior Services has advised the City that additional youth sports wearing apparel was necessary to purchase in order to accommodate the increased participation in the youth sports program; and

WHEREAS, it is, therefore, necessary to allocate additional funds in the amount of up to \$438.03 on an emergency basis, without further public bidding, to amend prior Ordinance No. 2014-024 and the contract authorized thereby, and to facilitate payment of some charges already, of necessity, incurred by the City's Recreation Department.

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 Recreation of the City of Strongsville, in that it has become immediately necessary to purchase additional youth sports wearing apparel, without further public bidding, in order to accommodate the increased participation in the youth sports program, and to conserve public funds.

Section 2. That Section 2 of Ordinance No. 2014-024 is hereby amended to read in its entirety as follows:

“Section 2. That the Mayor be and is hereby authorized and directed to enter into a contract with the aforesaid lowest and best bidder for the purchase of the specified youth sports wearing

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2014 – 247
Page 2

apparel in accordance with the specifications on file in the office of the Director of Recreation & Senior Services, and for the sums submitted as unit prices in such bid, but in a total amount not to exceed ~~\$32,029.58~~ **\$32,467.61**, and all in a form to be approved by the Law Director.”

Section 3. That for the reasons aforesaid, this Council hereby approves and authorizes the Mayor to enter into an amendment to the contract with **ADLER TEAM SPORTS**, for youth sports wearing apparel, in order to increase the not-to-exceed amount, but at the same unit prices, from \$32,029.58 to \$32,467.61 for 2014, and without further public bidding.

Section 4. That the funds for the purposes of this amendment have been appropriated and shall be paid from the Multi-Purpose Complex Fund (Ehrnfelt Center).

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

Section 6. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to amend the prior Ordinance and contract in order to provide sufficient funds for payment of additional purchases of youth sports wearing apparel, and to 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	_____	_____
Maloney	_____	_____
Schonhut	_____	_____
Southworth	_____	_____

Attest: _____
 Clerk of Council

ORD. No. 2014-247 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2014 - 248

By: Mayor Perciak and Mr. Carbone

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

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

Section 1. That the Mayor be and is hereby authorized to advertise for bids for sweeping of streets within the City of Strongsville during the period 2015-2016, in accordance with specifications on file in the office of the Director of Public Service, which are in all respects hereby approved.

Section 2. That the funds for the purposes of this Resolution will be appropriated for 2015 and shall be paid from the Street Construction, Maintenance and Repair Fund and State Highway Maintenance 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 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	_____	_____
Maloney	_____	_____
Schonhut	_____	_____
Southworth	_____	_____

Attest: _____
Clerk of Council

RES
~~Ord.~~ No. 2014-248 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2014 - 249

By: Mayor Perciak and Mr. Carbone

A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS FOR HEATING, VENTILATING AND AIR CONDITIONING AND PLUMBING MAINTENANCE GENERAL SERVICES FOR CERTAIN MUNICIPAL BUILDINGS OF THE CITY OF STRONGSVILLE.

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

Section 1. That the Mayor be and is hereby authorized to advertise for bids for heating, ventilating and air conditioning and plumbing maintenance general services for the period beginning February 1, 2015 and ending December 31, 2017 for certain municipal buildings of the City of Strongsville, in accordance with specifications on file in the office of the Director of Public Service, which are in all respects hereby approved.

Section 2. That the funds for the purposes of this Resolution will be appropriated for 2015 and shall be paid from the General Fund, the Street Construction, Maintenance and Repair Fund, the Fire Levy Fund, and the Sanitary Sewer 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 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	_____	_____
Maloney	_____	_____
Schonhut	_____	_____
Southworth	_____	_____

Attest: _____
RES Clerk of Council
 ORD. No. 2014-249 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2014 – 250

By: Mr. Carbone

A RESOLUTION GRANTING PERMISSION TO TRANSFER 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, and consistent with documentation presented to the City, Council hereby authorizes the Sexton to transfer the certificate for burial rights in the Strongsville Municipal Cemetery for Graves A, B, D, F and H, in Lot 150 of Section C, from Louis and Lois Schaller (both deceased), and/or their Estates, to Stephen Ferry; and further waives the City's right to repurchase such lots.

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	_____	_____
Maloney	_____	_____
Schonhut	_____	_____
Southworth	_____	_____

Attest: _____
Clerk of Council

^{RES}
ORD. No. 2014-250 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – 251

By: Mayor Perciak and All Members of Council

AN ORDINANCE AMENDING ORDINANCE NO. 2013-270 IN ORDER TO ADD A RESTRUCTURED VITA-MIX CORPORATION AND TWO AFFILIATES TO THE DESIGNATION OF VITA-MIX CORPORATION IN CONNECTION WITH THE JOB/PAYROLL CREATION INCENTIVE GRANT THAT HAD BEEN AUTHORIZED, AND DECLARING AN EMERGENCY.

WHEREAS, through adoption of Ordinance No. 2013-270, this Council authorized a Job/Payroll Creation Incentive Grant for Vita-Mix Corporation based upon an Application identifying the applicant as "Vita-Mix Corporation & Affiliates"; and

WHEREAS, Vita-Mix Corporation has now notified the City of its intention to undertake an internal corporate reorganization of Vita-Mix Corporation and splitting up its various corporate responsibilities and spinning them off to two other affiliate corporations, as "brother-sister" companies; namely, "Vita-Mix Manufacturing Corporation" and "Vita-Mix Management Corporation"; and

WHEREAS, based upon executed letters from the three firms, attached hereto and incorporated herein as Exhibits 3, 4 and 5, they have agreed to jointly and collectively be responsible for the covenants, obligations, terms and conditions of Vita-Mix Corporation as pertains to the requirements of the City grant application and award as reflected in Ordinance No. 2013-270; and

WHEREAS, it is now, therefore, necessary to formally recognize said corporate reorganization of Vita-Mix Corporation to be effective January 1, 2015 and to amend Ordinance No. 2013-270 accordingly.

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

Section 1. That Section No. 1 of Ordinance No. 2013-270 is hereby amended to add the following supplemental language:

And further that any reference to Vita-Mix Corporation shall also include its two affiliates; namely, Vita-Mix Manufacturing Corporation and Vita-Mix Management Corporation, both of which through the executed letters attached hereto as Exhibits 3 and 4, and made a part hereof, shall constitute their respective joint and collective agreement and obligation to adhere to the covenants, terms and conditions of the grant award by the City, in accordance with the Grant Application.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2014 – 251
Page 2

Section 2. That all other terms and conditions of the grant award remain in place without modification and as reflected in Ordinance No. 2013-270.

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 Vita-Mix Corporation, Vita-Mix Manufacturing Corporation and Vita-Mix Management Corporation collectively, 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.

 President of Council

Approved: _____
 Mayor

Date Passed: _____ Date Approved: _____

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

Attest: _____
 Clerk of Council

ORD. No. 2014-251 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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



December 11, 2014

Mayor Thomas P. Perciak
City of Strongsville
16099 Foltz Parkway
Strongsville, OH 44149

Re: Job/Payroll Creation Incentive Grant
(Ordinance No. 2013-270)

Dear Mayor Perciak:

This letter is by way of further supplementation and clarification to the correspondence of June 11, 2014 from Ms. Kari Wallace, Tax and Compliance Manager of Vita-Mix Corporation to your Economic Development Director, Brent Painter, concerning the upcoming internal corporate reorganization of various affiliated Vita-Mix entities within the context of the City's recent Grant.

Effective January 1, 2015, our company known as the restructured Vita-Mix Corporation, affiliated as a brother-sister company to Vita-Mix Manufacturing Corporation and Vita-Mix Management Corporation – with all situated as wholly-owned subsidiaries under the newly-formed Vita-Mix Holdings Company – will be committed to participating in creation of the new jobs and payroll underlying award of the Job/Payroll Creation Incentive Grant that the City awarded under Ordinance No. 2013-270, on December 2, 2013. Specifically, by executing this letter as the undersigned is authorized to do, Vita-Mix Corporation commits to the representations made in the original Application for Grant and all of the covenants, obligations, terms and conditions therein, as filed with the City by Vita-Mix Corporation and affiliates, including but not limited to the obligation now of the restructured Vita-Mix Corporation's allocation of new jobs and new payroll to be generated in a collective manner with the other two affiliated entities as required by the terms and conditions of the Grant.

We further understand that it will be necessary for your City Council to amend its prior Ordinance (No. 2013-270) in order to properly reflect this fact as it relates to the grant award.

Very truly yours,

VITA-MIX CORPORATION

By: *Steve W. Connors*
(as authorized)

Title: Chief Financial & Administrative
officer

cc: Michael J. Daymut, President of Council
Brent P. Painter, Director of Economic Development
Kenneth A. Kraus, Law Director
Joseph K. Dubovec, Director of Finance
Aimee Pientka, Clerk of Council
Vita-Mix Corporation, Attn: Kari Wallace
Vita-Mix Management Corporation
Vita-Mix Manufacturing Corporation
Mike Caputo, McDonald Hopkins LLC

EXHIBIT 3



December 11, 2014

Mayor Thomas P. Perciak
City of Strongsville
16099 Foltz Parkway
Strongsville, OH 44149

Re: Job/Payroll Creation Incentive Grant
(Ordinance No. 2013-270)

Dear Mayor Perciak:

This letter is by way of further supplementation and clarification to the correspondence of June 11, 2014 from Ms. Kari Wallace, Tax and Compliance Manager of Vita-Mix Corporation to your Economic Development Director, Brent Painter, concerning the upcoming internal corporate reorganization of various affiliated Vita-Mix entities within the context of the City's recent Grant.

Effective January 1, 2015, our company known as Vita-Mix Management Corporation, affiliated as a brother-sister company to Vita-Mix Corporation and Vita-Mix Manufacturing Corporation – with all situated as wholly-owned subsidiaries under the newly-formed Vita-Mix Holdings Company – will be committed to participating in creation of the new jobs and payroll underlying award of the Job/Payroll Creation Incentive Grant that the City awarded under Ordinance No. 2013-270, on December 2, 2013. Specifically, by executing this letter as the undersigned is authorized to do, Vita-Mix Management Corporation commits to the representations made in the original Application for Grant and all of the covenants, obligations, terms and conditions therein, as filed with the City by Vita-Mix Corporation and affiliates, including but not limited to the obligation now of Vita-Mix Management Corporation's allocation of new jobs and new payroll to be generated in a collective manner with the other two affiliated entities as required by the terms and conditions of the Grant.

We further understand that it will be necessary for your City Council to amend its prior Ordinance (No. 2013-270) in order to properly reflect this fact as it relates to the grant award.

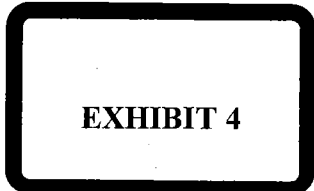
Very truly yours,

VITA-MIX MANAGEMENT CORPORATION

By: *Dee W. Connors*

(as authorized)
Title: *Chief Financial & Administrative*
Officer

- cc: Michael J. Daymut, President of Council
- Brent P. Painter, Director of Economic Development
- Kenneth A. Kraus, Law Director
- Joseph K. Dubovec, Director of Finance
- Aimee Pientka, Clerk of Council
- Vita-Mix Corporation, Attn: Kari Wallace
- Vita-Mix Manufacturing Corporation
- Mike Caputo, McDonald Hopkins LLC





December 11, 2014

Mayor Thomas P. Perciak
City of Strongsville
16099 Foltz Parkway
Strongsville, OH 44149

Re: Job/Payroll Creation Incentive Grant
(Ordinance No. 2013-270)

Dear Mayor Perciak:

This letter is by way of further supplementation and clarification to the correspondence of June 11, 2014 from Ms. Kari Wallace, Tax and Compliance Manager of Vita-Mix Corporation to your Economic Development Director, Brent Painter, concerning the upcoming internal corporate reorganization of various affiliated Vita-Mix entities within the context of the City's recent Grant.

Effective January 1, 2015, our company known as Vita-Mix Manufacturing Corporation, affiliated as a brother-sister company to Vita-Mix Corporation and Vita-Mix Management Corporation – with all situated as wholly-owned subsidiaries under the newly-formed Vita-Mix Holdings Company – will be committed to participating in creation of the new jobs and payroll underlying award of the Job/Payroll Creation Incentive Grant that the City awarded under Ordinance No. 2013-270, on December 2, 2013. Specifically, by executing this letter as the undersigned is authorized to do, Vita-Mix Manufacturing Corporation commits to the representations made in the original Application for Grant and all of the covenants, obligations, terms and conditions therein, as filed with the City by Vita-Mix Corporation and affiliates, including but not limited to the obligation now of Vita-Mix Manufacturing Corporation's allocation of new jobs and new payroll to be generated in a collective manner with the other two affiliated entities as required by the terms and conditions of the Grant.

We further understand that it will be necessary for your City Council to amend its prior Ordinance (No. 2013-270) in order to properly reflect this fact as it relates to the grant award.

Very truly yours,

VITA-MIX MANUFACTURING CORPORATION

By: *Ailee W. Connors*

Title: *Chief Financial & Administrative*
officer
(as authorized)

cc: Michael J. Daymut, President of Council
Brent P. Painter, Director of Economic Development
Kenneth A. Kraus, Law Director
Joseph K. Dubovec, Director of Finance
Aimee Pientka, Clerk of Council
Vita-Mix Corporation, Attn: Kari Wallace
Vita-Mix Management Corporation
Mike Caputo, McDonald Hopkins LLC

EXHIBIT 5