

January 14, 2016

MEETING NOTICE

City Council has scheduled the following meetings for **Monday, January 19, 2016**, to be held in the Caucus Room and the Council Chamber at the ***Mike Kalinich Sr. City Council Chamber, 18688 Royaltown 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. 2016-004, 2016-005, 2016-007 and Resolution Nos. 2016-006 and 2016-008.

Public Safety and Health Committee will meet to discuss Resolution No. 2016-009.

Public Service and Conservation Committee will meet to discuss Ordinance Nos. 2016-010, 2016-011 and Resolution No. 2016-012.

Finance Committee will meet to discuss Ordinance No. 2015-013.

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

TUESDAY, JANUARY 19, 2016 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 – January 4, 2016*
6. APPOINTMENTS, CONFIRMATIONS, AWARDS AND RECOGNITION:
 - Mayor's re-appointment of Charlene Barth to a four (4) year term on the City's Planning Commission effective January 22, 2016 and expiring on January 21, 2020.
7. REPORTS OF COUNCIL COMMITTEE:
 - SCHOOL BOARD – Mr. Carbone:
 - SOUTHWEST GENERAL HEALTH SYSTEM – Mr. Southworth:
 - BUILDING AND UTILITIES – Mr. Schonhut:
 - COMMUNICATIONS AND TECHNOLOGY – Mr. Schonhut:
 - ECONOMIC DEVELOPMENT– Mr. Daymut:
 - FINANCE – Mr. Dooner:
 - PLANNING, ZONING AND ENGINEERING – Mr. Daymut:
 - PUBLIC SAFETY AND HEALTH – Mr. DeMio:
 - PUBLIC SERVICE AND CONSERVATION – Mr. Carbone:
 - RECREATION AND COMMUNITY SERVICES – Mr. Short:
 - COMMITTEE-OF-THE-WHOLE – Mr. Southworth:
8. REPORTS AND COMMUNICATIONS FROM THE MAYOR, DIRECTORS OF DEPARTMENTS AND OTHER OFFICERS:
 - MAYOR PERCIAK:
 - FINANCE DEPARTMENT:
 - LAW DEPARTMENT:

9. AUDIENCE PARTICIPATION:

10. ORDINANCES AND RESOLUTIONS:

- Ordinance No. 2016-004 by Mayor Perciak and Mr. Daymut. AN ORDINANCE AUTHORIZING COOPERATION BY THE CITY WITH THE DIRECTOR OF THE OHIO DEPARTMENT OF TRANSPORTATION ("ODOT"), APPROVING THE MAYOR ENTERING INTO A CONTRACT AUTHORIZING ODOT TO PROCEED WITH THE CHANGING OF EXISTING LANE ASSIGNMENTS FOR STATE ROUTE 82 EASTBOUND TO I-71 NORTHBOUND RAMP, IN CONNECTION WITH THE I-71/SR-82 ROYALTON ROAD INTERCHANGE IMPROVEMENTS PROJECT IN THE CITY OF STRONGSVILLE (PID NO. 99435), AND DECLARING AN EMERGENCY
- Ordinance No. 2016-005 by Mr. Daymut. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A PURCHASE AGREEMENT FOR A FEE SIMPLE INTEREST AND TEMPORARY WORK EASEMENTS FOR REAL PROPERTY LOCATED AT 10890 PROSPECT ROAD IN CONNECTION WITH THE ALBION AND PROSPECT ROADS INTERSECTION IMPROVEMENTS PROJECT, AND DECLARING AN EMERGENCY. [Kemper House]
- Resolution No. 2016-006 by Mr. Daymut. A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS FOR THE PEARL ROAD REPAIR AND RESURFACE PROJECT (CUY-42-01.98), SUBJECT TO RECEIVING AUTHORIZATION TO ADVERTISE AND PROCEED BY THE OHIO DEPARTMENT OF TRANSPORTATION AND COMPLIANCE WITH ALL LEGAL REQUIREMENTS.
- Ordinance No. 2016-007 by Mayor Perciak. AN ORDINANCE ACCEPTING FOR RECORDING PURPOSES ONLY THE PLAT OF SIEDEL FARMS SUBDIVISION NO. 4 IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Resolution No. 2016-008 by Mayor Perciak. A RESOLUTION DECLARING THE INTENT OF THE COUNCIL OF THE CITY OF STRONGSVILLE TO ACCEPT FOR DEDICATION CERTAIN STREETS WITHIN SIEDEL FARMS SUBDIVISION NO. 4 IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Resolution No. 2016-009 by Mayor Perciak and Mr. DeMio. A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE A REQUEST FOR PROPOSALS FOR EMERGENCY MEDICAL SERVICES (EMS) BILLING SERVICES FOR THE CITY'S DEPARTMENT OF FIRE & EMERGENCY SERVICES.
- Ordinance No. 2016-010 by Mayor Perciak and Mr. Carbone. AN ORDINANCE APPROVING AND AUTHORIZING THE FILING OF AN APPLICATION FOR FINANCIAL ASSISTANCE WITH THE CUYAHOGA COUNTY SOLID WASTE DISTRICT UNDER THE 2016 COMMUNITY RECYCLING AWARENESS GRANT PROGRAM, AND DECLARING AN EMERGENCY.
- Ordinance No. 2016-011 by Mr. Carbone. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR UNIFORM RENTAL AND RELATED SERVICES THROUGH 2017 FOR USE BY THE CITY'S SERVICE DEPARTMENT, AND DECLARING AN EMERGENCY.

- Resolution No. 2016-012 by Mayor Perciak. A RESOLUTION GRANTING PERMISSION TO TRANSFER CERTAIN CERTIFICATES FOR BURIAL RIGHTS IN THE STRONGSVILLE MUNICIPAL CEMETERY AND WAIVING THE TRANSFER FEE [*Norris/Grace Church of Middleburg Heights, Ohio*].
- Ordinance No. 2016-013 by Mayor Perciak. AN ORDINANCE MAKING APPROPRIATIONS FOR THE ANNUAL EXPENSES AND OTHER EXPENDITURES OF THE CITY OF STRONGSVILLE, OHIO FOR THE YEAR 2016 AND REPEALING ORDINANCE NO. 2015-253.

11. COMMUNICATIONS, PETITIONS AND CLAIMS:

12. MISCELLANEOUS BUSINESS:

13. ADJOURNMENT:

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 004

By: Mayor Perciak and Mr. Daymut

AN ORDINANCE AUTHORIZING COOPERATION BY THE CITY WITH THE DIRECTOR OF THE OHIO DEPARTMENT OF TRANSPORTATION ("ODOT"), APPROVING THE MAYOR ENTERING INTO A CONTRACT AUTHORIZING ODOT TO PROCEED WITH THE CHANGING OF EXISTING LANE ASSIGNMENTS FOR STATE ROUTE 82 EASTBOUND TO IR-71 NORTHBOUND RAMP, IN CONNECTION WITH THE I-71/SR-82 ROYALTON ROAD INTERCHANGE IMPROVEMENTS PROJECT IN THE CITY OF STRONGSVILLE (PID NO. 99435), AND DECLARING AN EMERGENCY.

WHEREAS, on November 16, 2015, the City of Strongsville enacted legislation being Ordinance No. 2015-238 proposing its cooperation with and consent to the Director of the Ohio Department of Transportation for the following described project:

The Project consists of changing existing lane assignments for State Route 82 EB to IR-71 NB ramp to alleviate excessive queuing in the State Route 82 EB curb lane, lying within the City of Strongsville; and

WHEREAS, the City has agreed to cooperate with the Director of the Ohio Department of Transportation in connection with the Project as follows:

The City agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement, less the amount of Federal-Aid funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U.S. Department of Transportation; and

WHEREAS, the share of the cost of the City is now estimated in the amount of \$101,090.00, but said estimated amount is to be adjusted in order that the City's ultimate share of said Project shall correspond with said percentages of actual costs when said actual costs are determined; and

WHEREAS, the Director of Transportation has approved said legislation proposing cooperation and has caused to be made plans and specifications and an estimate of cost and expense for the Project, and has transmitted copies of the same to the City; and

WHEREAS, the City of Strongsville desires the Director of Transportation to proceed with the Project.

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

Section 1. That the Mayor be and is hereby authorized and directed to enter into a contract with the State of Ohio, Department of Transportation in the form attached hereto as Exhibit A and incorporated herein as if fully rewritten; and the Mayor, Director of Finance, City Engineer, Director of Public Service and other appropriate City officials be and are hereby authorized and directed to provide, execute and deliver certifications, assurances and such other information as may be required in connection therewith.

Section 2. That this Council and the Administration hereby request the Ohio Director of Transportation to proceed with the aforesaid Project and highway improvement; and further agree to assume the share of the cost and expense of the Project over and above the amount to be paid from Federal funds, which is presently estimated at \$101,090.00.

Section 3. That the funds necessary to pay for the City of Strongsville's portion of the costs in connection with this Project have been appropriated and shall be paid from the General Capital Improvement Fund; and the Director of Finance is hereby authorized and directed to issue a warrant from City funds for said sum upon the requisition of the Director of Transportation to pay the cost and expense of said improvement, over and above the amount to be paid from Federal funds.

Section 4. That the Clerk of Council be and is hereby authorized and directed to forward a certified copy of this Ordinance to the Ohio Director of Transportation.

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 immediately necessary for the preservation of the public peace, health, safety, and general welfare of the inhabitants of the City and for the further reason that it is necessary in order to participate with the State in and expedite the Project, to promote highway safety, 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. 2016 – 004
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President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
Clerk of Council

ORD. No. 2016-004 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

**CERTIFICATE OF COPY
STATE OF OHIO**

State of Ohio)
County of Cuyahoga)
City of Strongsville)

I, Aimee Pientka, as Clerk of Council of the City of Strongsville, Ohio, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the Legislative Authority of the said City on the ____ day of _____, 2016, that the publication of such Ordinance has been made and certified of record according to law; that no proceedings looking to a referendum upon such Ordinance have been taken; and that such Ordinance and certificate of publication thereof are of record in Ordinance Record No. _____.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, this ____ day of _____, 2016.

(SEAL)

Aimee Pientka, Clerk of Council

CONTRACT
(Chapter 5521, Ohio Revised Code)

This contract is made by and between the State of Ohio, Department of Transportation, acting through its director (hereinafter referred to as the "STATE"), 1980 West Broad Street, Columbus, Ohio 43223, and the City of Strongsville, (hereinafter referred to as the legislative authority/Local Public Agency or "LPA").

WITNESSTH:

WHEREAS, Chapter 5521 of the Ohio Revised Code provides that the legislative authority may cooperate with the STATE in a highway project made by and under the supervision of the Director of Transportation; and

WHEREAS, through the enactment of preliminary legislation, the LPA and the STATE have agreed to cooperate in the highway project described below; and

WHEREAS, through the enactment of final legislation, the LPA has committed to pay an estimated amount of money as its share of the total estimated cost and expense of the highway project described below; and

WHEREAS, the fiscal officer of the LPA has filed with the LPA a certificate stating that sufficient moneys are available, as required by Chapter 5521 and Section 5705.41 of the Ohio Revised Code. A duplicate certificate is attached hereto; and

WHEREAS, in accordance with the final legislation, the LPA hereby enters into this contract with the STATE to provide for payment of the agreed portion of the cost of the highway project and any additional obligations for the highway project described below.

NOW, THEREFORE, in consideration of the premises and the performances of mutual covenants hereinafter set forth, it is agreed by parties hereto as follows:

SECTION I: **RECITALS**

The foregoing recitals are hereby incorporated as a material part of this contract.

SECTION II: **PURPOSE**

The purpose of this contract is to set forth requirements associated with the highway project described below (hereinafter referred to as the "PROJECT") and to establish the responsibilities for the administration of the PROJECT by the LPA and the STATE.

SECTION III: LEGAL REFERENCES

This contract is established pursuant to Chapter 5521 of the Ohio Revised Code.

SECTION IV: SCOPE OF WORK

The work to be performed under this contract shall consist of the following:

The project consists of changing existing lane assignments for State Route 82 EB to IR-71 NB ramp to alleviate excessive queuing in the State Route 82 EB curb lane, lying within the City of Strongsville.

SECTION V: FINANCIAL PARTICIPATION

1. The STATE agrees to provide the necessary funds as enumerated in this section and allowed by law for the financing of this project.
2. The STATE may allocate the money contributed by the LPA in whatever manner it deems necessary in financing the cost of construction, right-of-way, engineering, and incidental expenses, notwithstanding the percentage basis of contribution by the LPA.
3. The total cost and expenses for the project are only an estimate and the total cost and expenses may be adjusted by the STATE. If any adjustments are required, payment of additional funds shall correspond with the percentages of actual costs when said actual costs are determined, and as requested, by the Director of Transportation.
4. The LPA agrees to pay to the STATE its share of the total estimated cost expense for the above highway project in the amount of **One Hundred One Thousand Ninety and - - - - 00/100 Dollars, (\$101,090.00).**
5. The City agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement, less the amount of Federal-Aid funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U. S. Department of Transportation.
6. The LPA agrees to assume and bear One Hundred Percent (100%) of the cost of any construction items required by the LPA on the entire project, which are not necessary for the improvement, as determined by the State and Federal Highway Administration.
7. The LPA agrees that change orders and extra work contracts required fulfilling the construction contracts shall be processed as needed. The STATE shall not approve a change order or extra work contract until it first gives notice, in writing, to the LPA. The LPA shall contribute its share of the cost of these items in accordance with other sections herein.

SECTION VI: RIGHT-OF-WAY AND UTILITIES

1. The LPA agrees that all right-of-way required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. The LPA also understands that right-of-way costs include eligible utility costs.
2. The LPA agrees that all utility accommodation, relocation, and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual, including that:
 - A. Arrangements have been or will be made with all utilities where facilities are affected by the described PROJECT, that the utilities have agreed to make all necessary removals and/or relocations to clear any construction called for by the plans of this PROJECT, and that the utilities have agreed to make the necessary removals and/or relocations after notification by the LPA or STATE.
 - B. The LPA shall, at its own expense, make all removals and/or relocations of publicly-owned utilities which do not comply with the reimbursement provisions of the ODOT Utilities Manual. Publicly-owned facilities which do comply with the reimbursement provisions of the ODOT Utilities Manual will be removed and/or relocated at project expense, exclusive of betterments.
 - C. The removals and/or relocation of all utilities shall be done in such a manner as not to interfere with the operation of the contractor constructing the PROJECT and that the utility removals and/or relocations shall be approved by the STATE and performed in accordance with the provisions of the ODOT Construction and Materials Specifications.

SECTION VII: ADDITIONAL PROJECT OBLIGATIONS

1. The STATE shall initiate the competitive bid letting process and award the PROJECT in accordance with ODOT's policies and procedures.
2. The LPA agrees:
 - A. To keep said highway open to traffic at all times;
 - B. To maintain the PROJECT in accordance with the provisions of the statutes relating thereto,
 - C. To make ample financial and other provisions for such maintenance of the PROJECT after its completion;
 - D. To maintain the right-of-way and keep it free of obstructions in a manner satisfactory to the STATE and hold said right-of-way inviolate for public highway purposes;

- E. To place and maintain all traffic control devices conforming to the Ohio Manual on Uniform Traffic Control Devices on the project in compliance with the provisions of Section 4511.11 of the Ohio Revised Code;
- F. To regulate parking in accordance with Section 4511.66 of the Ohio Revised Code, unless otherwise controlled by local ordinance or resolution.

SECTION VIII: DISPUTES

In the event that any disputes arise between the STATE and LPA concerning interruption of or performance pursuant to this contract, such disputes shall be resolved solely and finally by the Director of Transportation.

SECTION IX: NOTICE

Notice under this contract shall be directed as follows:

City of Strongsville
16099 Fotlz Parkway
Strongsville, Ohio
44149

Ohio Department of Transportation
Office of Estimating
1980 West Broad Street, 1st Floor
Columbus, Ohio 43223

SECTION X: FEDERAL REQUIREMENTS

1. In carrying out this contract, LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, or age. LPA will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin, disability, or age. Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.
2. To the extent necessary under Ohio law, LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. LPA will, in all solicitations or advertisements for employees placed by or on behalf of LPA, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, or age. If applicable, the LPA shall incorporate the foregoing requirements of this paragraph in all of its contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials) and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

3. LPA agrees to fully comply with Title VI of the Civil Rights Act of 1964, 42 USC Sec. 2000. LPA shall not discriminate on the basis of race, color, or national origin in its programs or activities. The Director of Transportation may monitor the Contractor's compliance with Title VI.

SECTION XI: GENERAL PROVISIONS

1. This contract constitutes the entire contract between the parties. All prior discussions and understandings between the parties are superseded by this contract.
2. Neither this contract nor any rights, duties or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
3. Any change to the provisions of this contract must be made in a written amendment executed by both parties.
4. This contract and any claims arising out of this contract shall be governed by the laws of the State of Ohio. Any provision of this contract prohibited by the law of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this contract or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that the STATE is a party to any litigation arising out of or relating in any way to this contract or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
5. All financial obligations of the State of Ohio, as provided in this contract, are subject to the provisions of Section 126.07 of the Ohio Revised Code. The financial obligations of the State of Ohio shall not be valid and enforceable unless funds are appropriated by the Ohio General Assembly and encumbered by the STATE. Additionally, it is understood that this financial obligation of the LPA shall not be valid and enforceable unless funds are appropriated by the LPA's legislative body.
6. This contract shall be deemed to have been substantially performed only when fully performed according to its terms and conditions and any modification thereof.
7. LPA agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

SECTION XI: SIGNATURES

Any person executing this contract in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this contract on such principal behalf.

PID No. 99435 – Contract

IN WITNESS THEREOF, the parties hereto have caused this contract to be duly executed in duplicate.

SEAL
(If Applicable)

OHIO DEPARTMENT OF
TRANSPORTATION

LOCAL PUBLIC AGENCY
City of Strongsville

Director of Transportation

Mayor Thomas P. Perciak

Date

Date

Approved:
Mike DeWine
Attorney General of Ohio

By: _____
Stephen H. Johnson
Chief, Transportation Section

Date: _____

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 005

By: Mr. Daymut

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A PURCHASE AGREEMENT FOR A FEE SIMPLE INTEREST AND TEMPORARY WORK EASEMENTS FOR REAL PROPERTY LOCATED AT 10890 PROSPECT ROAD IN CONNECTION WITH THE ALBION AND PROSPECT ROADS INTERSECTION IMPROVEMENTS PROJECT, AND DECLARING AN EMERGENCY. [Kemper House]

WHEREAS, the City deems it to be in the best interest to purchase a portion of a parcel of property and temporary work easements all located at 10890 Prospect Road, being part of Permanent Parcel No. 391-16-004, in order to improve the Albion and Prospect Roads intersection; and

WHEREAS, the City has had the subject property interests appraised, and the proposed purchase price does not exceed the appraised value;

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

Section 1. That this Council hereby authorizes the Mayor to enter into a Contract for Sale and Purchase of Real Property for the acquisition in fee simple of a portion of property located at 10890 Prospect Road and further identified as part of Permanent Parcel No. 391-16-004, including temporary work easements, all as more fully set forth and described in Exhibit 1, attached hereto and incorporated herein by reference, in connection with the Albion and Prospect Road Intersection Improvements Project.

Section 2. That, upon receipt of a duly executed Warranty Deed from Kemper House-Strongsville, an Ohio general partnership, conveying said property to the City and evidence of title satisfactory to the Law Director, and executed Temporary Easements, the Clerk of Council is hereby directed to cause the said Warranty Deed and other necessary documents to be recorded in the office of the Cuyahoga County Fiscal Office.

Section 3. That the Director of Finance be and is hereby authorized and directed to pay to Kemper House-Strongsville, an Ohio general partnership, the amount of \$6,835.00, in accordance with the terms and conditions set forth in Exhibit 1. Said funds have been appropriated and shall be paid from the General Capital Improvement Fund, and any other Federal, State or local funds made available for the Project.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 005

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

Section 5. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is necessary to obtain the aforesaid property interests in order to make improvements to the intersection at Albion and Prospect Roads, to ensure safety in movement of vehicles and traffic within the City, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

President of Council

Approved: _____
Mayor

Date Passed: _____ Date Approved: _____

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

Attest: _____
Clerk of Council

ORD. No. 2016-005 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY

WITHOUT BUILDING(S)

10890 Prospect Road, Strongsville, Ohio 44136

Permanent Parcel Nos.

391-16-004

PARCEL: 5 WD, T-1, T-2, T-3

Albion Road/Prospect Road Intersection

This Agreement is by and between the City of Strongsville [hereinafter "Purchaser"] and Kemper House- Strongsville, an Ohio general partnership [hereinafter "Seller"; "Seller" includes all of the foregoing named persons or entities].

In consideration of the mutual promises, agreements, and covenants herein contained, the parties hereto do hereby contract as follows:

1. Price and Consideration

Purchaser shall pay to Seller the sum of \$6,835.00, which sum shall constitute the entire amount of compensation due Seller for: (a) the real property to be conveyed (see attached Exhibit "A") and/or if the take constitutes something less than fee simple for the property required (see attached Exhibit "B") including all fixtures and improvements; (b) any and all damages to any residual lands of Seller; (c) Seller's covenants set forth herein; (d) any and all supplemental instruments reasonably necessary to transfer the title of the subject property.

Seller shall be exclusively responsible for all delinquent taxes and assessments, including penalties and interest; and for all other real estate taxes and assessments that are a lien as of the date on which this contract closes. The taxes and assessments for the current calendar year shall be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever is earlier in time. Seller shall be responsible for any and all future installments of any special assessments levied and assessed against the real property, whether or not any such special assessment has been certified to the County Auditor for collection, provided that such installments of special assessments shall be a lien on the subject real property as of the date of transfer of title. The Purchaser may withhold in escrow a sufficient amount of the purchase money to satisfy the foregoing items to be paid by Seller; any balance remaining after such taxes, assessments, etc., are discharged shall be paid to Seller, and any deficiency shall be the responsibility of Seller.

2. Estate Sold and Deed to Transfer

Seller, upon fulfillment of all the obligations and terms of this Agreement, shall sell and convey to Purchaser, its successors and assigns, the property which is more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein, together with all improvements and appurtenances now located thereon and all fixtures of every nature now attached to or used with said land and improvements including, but not limited to, driveways, signs, utility fixtures, shrubbery and trees.

The sale and conveyance by Seller of the rights, titles, and estates described in Exhibit "A" constituting a fee simple in, to and of the real property shall be by a good and sufficient general warranty deed with, if applicable, full release of dower or curtesy. If the conveyance by

Seller of the rights, titles, and estates described in Exhibit "B" constitute something less than a fee simple interest in the real property, such conveyance shall be by a good and sufficient easement (temporary or permanent) or other instrument regularly and ordinarily used to transfer such lesser rights, titles, and estates with, if applicable, full release of dower or curtesy.

3. Supplemental Instruments

Seller agrees to execute any and all supplemental instruments necessary to vest Purchaser with the rights, titles and interests described in Exhibit "A" and Exhibit "B", and/or necessary for the construction and maintenance of the subject highway project over, across, or upon the property described in Exhibit "A" and Exhibit "B".

4. Warranty of Title

Seller shall, and hereby does, warrant that the property described in Exhibit "A" is free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions, and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules, and regulations; and (d) any and all taxes and assessments not yet due and payable.

5. Elimination of Others' Interests

Seller shall assist, in whatever manner reasonably possible under the circumstances, to procure and deliver to Purchaser releases and cancellations of any and all other rights, titles, and interests in the property described in Exhibit "A" and Exhibit "B" in the event that the property interest is of a permanent nature, such as, but not limited to those belonging to tenants, lessees, mortgagees, or others now in possession or otherwise occupying the subject premises, and all assessment claims against said property.

6. No Change in Character of Property

Seller shall not change the existing character of the land, or alter, remove, destroy, or change any improvement located on the property described in Exhibit "A" and Exhibit "B". If, prior to the date on which possession of the subject property is surrendered to Purchaser, the subject property suffers any damage, change, alteration, or destruction then, and without regard to the cause thereof, Seller shall restore the subject property to the condition it was in at the time Seller executed this Agreement; in the alternative, Seller may agree to accept the abovementioned purchase price less the costs associated with such restoration. If the Seller refuses to either restore the premises or accept the decreased consideration as aforementioned, then after discovery or notification of such damage, change, alteration, or destruction, Purchaser at its option, may terminate, cancel, and void this Agreement upon written notice to Seller.

7. Closing Date

Prior to acceptance by the Purchaser, the execution of this Contract by the Seller shall constitute an offer to sell which shall continue for a period of sixty (60) days from the date of such execution and delivery to Purchaser. Upon acceptance of this Contract by the Purchaser within said period, it shall constitute a valid and binding Contract of Sale and Purchase. However, this Contract is specifically contingent upon all of the following: (A) approval of the transaction and all of the terms and conditions contained in this Contract by the Council of the City of Strongsville by Ordinance approving and authorizing this Contract; and (B) approval of the Ordinance by the Mayor's signature thereon. Should Council fail to pass or the Mayor fail to approve this Contract within sixty (60) days from the date of its execution by the Seller(s), this Contract shall be null and void and neither Seller(s) nor Purchaser shall have any further obligation to the other hereunder. Seller(s) acknowledge that they are bound by this Contract

upon their signature hereon and my^a not revoke their obligations hereunder during the sixty (60) day acceptance period by Purchaser.

Seller agrees that the Purchaser may designate an escrow agent who shall act on behalf of both parties in connection with the consummation and closing of this Contract, which shall be made at a time and place agreed upon between the parties, but no later than ten days after notification of the Seller by the Purchaser that Purchaser is ready to close. Seller shall deposit a general warranty deed into escrow no later than three (3) days prior to the closing date.

8. Physical Possession of Land and Improvements

Physical possession of the land and improvements shall be surrendered by Seller not later than the date on which payment of the purchase price is tendered by Purchaser.

9. Control of Property Occupied by Seller's Tenant(s)

Control of property occupied by Seller's tenant(s), if any, shall be assumed by Purchaser on the date on which payment of the purchase price is tendered by Purchaser; and from that date forward Purchaser shall be entitled to collect and retain as its own funds any and all rental payments thereafter made by such tenants. If any rents due under the lease(s) with Seller have been prepaid by Seller's tenant(s), then said prepaid rents shall be prorated to the date on which the purchase price was tendered by Purchaser and said prepaid rents shall be paid to Seller and Purchaser in accordance with such proration.

10. Right to Repurchase

The property conveyed herein is being acquired by Purchaser for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road. Only in the event that the Purchaser decides not to use the property conveyed herein for the above-stated purpose, then the Seller shall have a right under Section 163.211 of the Ohio Revised Code to repurchase the property interest for its fair market value as determined by an independent appraisal made by an appraiser chosen by agreement of the parties or, if the parties cannot agree, an appraiser chosen by an appropriate court. However, this right to repurchase will be extinguished if any of the following occur: (A) Seller declines to repurchase the property; (B) Seller fails to repurchase the property within sixty (60) days after Purchaser offers the property for repurchase; (C) Purchaser grants or transfers the property to any other person or agency; or (D) Five (5) years have passed since the property was appropriated or acquired by Purchaser.

11. Binding Agreement

Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of Seller and Purchaser and their respective heirs, executors, administrators, successors and assigns.

12. Multiple Originals

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

13. Entire Agreement

This instrument contains the entire agreement between the parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatsoever, express or implied, other than herein set forth, shall be binding upon either party.

14. Amendments and Modifications

No amendment or modification of this Agreement shall be valid or binding upon the parties unless it is made in writing, cites this Agreement, is signed by Seller and Purchaser, and is approved by the Purchaser's City Council in accordance with law.

IN WITNESS WHEREOF, the parties hereto, City of Strongsville and Kemper House-Strongsville, an Ohio general partnership have executed this Agreement on the date(s) indicated immediately below their respective signatures.

"Purchaser"
City of Strongsville

By: _____
Thomas P. Perciak, Mayor

"Seller"
Kemper House- Strongsville, an
Ohio general partnership, By:
Kemper-Martin Enterprises, Inc., Its
Managing Partner

By: Betty J. Kemper
Betty J. Kemper, President of
Kemper-Martin Enterprises, Inc.

Date: _____

Date: 11/11/2015

"Seller": Kemper House-Strongsville, an Ohio general partnership

State Of OHIO, County Of CUYAHOGA ss:

Be It Remembered, that on the 11th day of November, 2015, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Betty J. Kemper, President of Kemper-Martin Enterprises, Inc., who acknowledged being the general or managing partner(s) and duly authorized agent(s) of Kemper House-Strongsville, an Ohio general partnership, and who acknowledged the foregoing instrument to be the voluntary act and deed of said entity.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

MARY A. CAVANAUGH
ATTORNEY AT LAW
MY COMMISSION HAS NO EXPIRATION DATE,
O.R.C. 147.03

Mary A. Cavanaugh
Notary Public
My Commission
Expires: NA

"Purchaser": City of Strongsville, Ohio

STATE OF OHIO)
) ss.
COUNTY OF CUYAHOGA)

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

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Strongsville, Ohio, this _____ day of _____, 20_____.

Notary Public
My Commission Expires:

CERTIFICATION OF FUNDS

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

Date

Director of Finance

CERTIFICATE OF LAW DIRECTOR

I hereby certify that I have reviewed and approved the form of the foregoing Contract this _____ day of _____, 20_____.

Kenneth A. Kraus, Law Director

PROSPECT ROAD (S.R. 237) / ALBION ROAD
Intersection Improvement
Auditor's Parcel No. 391-16-004
PARCEL No. 5-T1

Description of land over which temporary easement is required for grading and construction of walk.

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio and known as being part of original Strongsville Township Lot No. 88 and bounded and described as follows:

Beginning at the intersection of the centerline of S.R. 237, Prospect Road (80.00 feet wide) and the centerline of Albion Road (60.00 feet wide) at an iron pin set in a monument assembly. Said centerline intersection being located at Station 68+11.20 (Prospect Road) and Station 100+00.00 (Albion Road);

Thence N 00°12'06" E, along said centerline of Prospect Road, a distance of 58.76 feet to a point;

Thence N 89°47'54" W to the westerly Right-of-Way line of said Prospect Road and the easterly line of land conveyed to Kemper House-Strongsville, an Ohio general partnership by deed recorded in Volume 927, Page 13 recorded in Cuyahoga County Deed Records, a distance of 30.00 feet to a point, said point being located 30.00 feet LEFT of Prospect Road Station 68+69.96 where set a capped iron pin (A.E. Marks S-8616) and the **Principal Point of Beginning** of the parcel herein described;

Thence S 49°55'24" W, a distance of 44.21 feet where set a capped iron pin (A.E. Marks S-8616);

Thence S 83°59'26" W, a distance of 42.81 feet to the northerly Right-of-Way line of said Albion Road where set a capped iron pin (A.E. Marks S-8616);

Thence S 87°47'26" W, along the northerly Right-of-Way line of said Albion Road, a distance of 49.83 feet to a point;

Thence N 24°12'46" W, a distance of 5.39 feet to a point;

Thence N 87°47'26" E, a distance of 51.69 feet to a point;

Thence N 83°59'26" E, a distance of 41.12 feet to a point;

Thence N 49°55'24" E, a distance of 40.36 feet to a point;

Thence N 00°12'06" E, a distance of 77.72 feet to a point;

Thence S 89°47'54" E, a distance of 5.00 feet to the westerly Right-of-Way line of said Prospect Road;

Thence S 00°12'06" W, along the westerly Right-of-Way line of said Prospect Road, a distance of 80.04 feet to the **Principal Point of Beginning** enclosing 1120.11 square feet, (0.026 acres) of land, more or less, but subject to all legal highways and easements of record.

The basis of bearings is the centerline of Prospect Road as N 00°12'06" E. This description is based on a survey by Alex Marks, Professional Surveyor #8616, in February, 2014.

Capped iron pins set are 5/8" in diameter rebar with a yellow R.E. Warner PS 8616 plastic cap.

Prior Deed Record: Original Record Volume 2207, Page 56 recorded in Cuyahoga County Deed Records.



PROSPECT ROAD (S.R. 237) / ALBION ROAD

Intersection Improvement

Auditor's Parcel No. 391-16-004

PARCEL No. 5-T2

Description of land over which temporary easement is required for grading and construction of a driveway and walk.

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio and known as being part of original Strongsville Township Lot No. 88 and bounded and described as follows:

Beginning at the intersection of the centerline of S.R. 237, Prospect Road (80.00 feet wide) and the centerline of Albion Road (60.00 feet wide) at an iron pin set in a monument assembly. Said centerline intersection being located at Station 68+11.20 (Prospect Road) and Station 100+00.00 (Albion Road);

Thence N 00°12'06" E, along said centerline of Prospect Road, a distance of 288.80 feet to a point;

Thence N 89°47'54" W to the westerly Right-of-Way line of said Prospect Road and in the easterly line of land conveyed to Kemper House-Strongsville, an Ohio general partnership by deed recorded in Volume 927, Page 13 recorded in Cuyahoga County Deed Records, a distance of 30.00 feet to a point, said point being located 30.00 feet LEFT of Prospect Road Station 71+00.00 and being the **Principal Point of Beginning** of the parcel herein described;

Thence N 89°47'54" W, a distance of 5.00 feet to a point;

Thence N 00°12'06" E, a distance of 64.18 feet to a point;

Thence S 89°47'54" E, a distance of 5.00 feet to the easterly Right-of-Way line of said Prospect Road;

Thence S 00°12'06" W, along the easterly Right-of-Way line of said Prospect Road, a distance of 64.18 feet to the **Principal Point of Beginning** enclosing 320.91 square feet, (0.007 acres) of land, more or less, but subject to all legal highways and easements of record.

The basis of bearings is the centerline of Prospect Road as N 00°12'06" E. This description is based on a survey by Alex Marks, Professional Surveyor #8616, in February, 2014.

Prior Deed Record: Original Record Volume 2207, Page 56 recorded in Cuyahoga County Deed Records.



PROSPECT ROAD (S.R. 237) / ALBION ROAD

Intersection Improvement

Auditor's Parcel No. 391-16-004

PARCEL No. 5-T3

Description of land over which temporary easement is required for grading and construction of storm sewers, a headwall, reconstruction of a portion of the channel wall, channel protection and walk.

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio and known as being part of original Strongsville Township Lot No. 88 and bounded and described as follows:

Beginning at the intersection of the centerline of S.R. 237, Prospect Road (80.00 feet wide) and the centerline of Albion Road (60.00 feet wide) at an iron pin set in a monument assembly. Said centerline intersection being located at Station 68+11.20 (Prospect Road) and Station 100+00.00 (Albion Road);

Thence S 87°47'26" W, along said centerline of Albion Road, a distance of 186.64 feet to a point;

Thence N 02°12'04" W to the northerly Right-of-Way line of said Albion Road and the southerly line of land conveyed to Kemper House-Strongsville, an Ohio general partnership by deed recorded in Volume 927, Page 13 recorded in Cuyahoga County Deed Records, a distance of 30.00 feet to a point, said point being located 30.00 feet LEFT of Prospect Road Station 98+13.36 and being the **Principal Point of Beginning** of the parcel herein described;

Thence S 87°47'26" W, along the northerly Right-of-Way line of said Albion Road, a distance of 60.52 feet to a point;

Thence N 02°12'34" W, a distance of 10.00 feet to a point;

Thence N 87°47'26" E, a distance of 37.11 feet to a point;

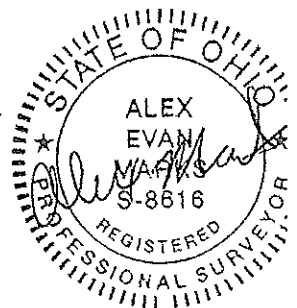
Thence S 32°12'34" E, a distance of 5.77 feet to a point;

Thence N 87°47'26" E, a distance of 19.20 feet to a point;

Thence S 16°57'44" E to the northerly Right-of-Way line of said Albion Road, a distance of 5.17 feet to the **Principal Point of Beginning** enclosing 492.08 square feet, (0.011 acres) of land, more or less, but subject to all legal highways and easements of record.

The basis of bearings is the centerline of Prospect Road as N 00°12'06" E. This description is based on a survey by Alex Marks, Professional Surveyor #8616, in February, 2014.

Prior Deed Record: Original Record Volume 2207, Page 56 recorded in Cuyahoga County Deed Records.



PROSPECT ROAD (S.R. 237) / ALBION ROAD

Intersection Improvement

Auditor's Parcel No. 391-16-004

PARCEL No. 5-WD

Description of land over which permanent easement is required for grading and construction of roadway, traffic signals and walk.

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio and known as being part of original Strongsville Township Lot No. 88 and bounded and described as follows:

Beginning at the intersection of the centerline of S.R. 237, Prospect Road (80.00 feet wide) and the centerline of Albion Road (60.00 feet wide) at an iron pin set in a monument assembly. Said centerline intersection being located at Station 68+11.20 (Prospect Road) and Station 100+00.00 (Albion Road);

Thence N 00°12'06" E, along said centerline of Prospect Road, a distance of 58.76 feet to a point;

Thence N 89°47'47" W to the westerly Right-of-Way line of said Prospect Road and the easterly line of land conveyed to Kemper House-Strongsville, an Ohio general partnership by deed recorded in Original Record Volume 927, Page 13 recorded in Cuyahoga County Deed Records, a distance of 30.00 feet to a point, said point being located 30.00 feet LEFT of Prospect Road Station 68+69.96 where set a capped iron pin (A.E. Marks S-8616) and the **Principal Point of Beginning** of the parcel herein described;

Thence S 00°12'06" W, along the westerly Right-of-Way line of said Prospect Road to the northerly Right-of-Way line of said Albion Road, a distance of 30.00 feet a point;

Thence S 87°47'26" W, along the northerly Right-of-Way line of said Albion Road, a distance of 76.36 feet where set a capped iron pin (A.E. Marks S-8616);

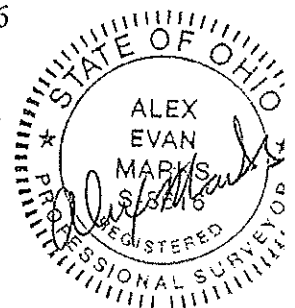
Thence N 83°59'26" E, a distance of 42.81 feet where set a capped iron pin (A.E. Marks S-8616);

Thence N 49°55'24" E, a distance of 44.21 feet to the **Principal Point of Beginning** enclosing 614.23square feet, (0.014 acres) of land, more or less, but subject to all legal highways and easements of record.

The basis of bearings is the centerline of Prospect Road as N 00°12'06" E. This description is based on a survey by Alex Marks, Professional Surveyor #8616, in February, 2014.

Capped iron pins set are 5/8" in diameter rebar with a yellow R.E. Warner PS 8616 plastic cap.

Prior Deed Record: Original Record Volume 2207, Page 56 recorded in Cuyahoga County Deed Records.



CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2016 – 006

By: Mr. Daymut

A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS FOR THE PEARL ROAD REPAIR AND RESURFACE PROJECT (CUY-42-01.98), SUBJECT TO RECEIVING AUTHORIZATION TO ADVERTISE AND PROCEED BY THE OHIO DEPARTMENT OF TRANSPORTATION AND COMPLIANCE WITH ALL LEGAL REQUIREMENTS.

WHEREAS, this Council previously adopted Ordinance No. 2015-164 authorizing an LPA Federal Local-Let Project Agreement for the Pearl Road Repair and Resurface Project.

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

Section 1. That the Mayor be and is hereby authorized to advertise for bids for the Pearl Road Repair and Resurface Project (Cuy-42-01.98), in accordance with plans and specifications on file in the office of the City Engineer, which are, in all respects, hereby approved; but specifically subject to and conditioned upon receiving formal authorization to advertise and proceed from the Ohio Department of Transportation, and thereafter adjustment and incorporation into the bid package of the appropriate dates for submittal of the bids, pre-bid conference, and dates to advertise, as well as compliance with any other applicable legal requirements or conditions.

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

Section 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal 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, but subject to the above conditions.

CITY OF STRONGSVILLE, OHIO
RESOLUTION NO. 2016 - 006
Page 2

President of Council

Date Passed: _____

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

Approved: _____
Mayor

Date Approved: _____

Attest: _____
Clerk of Council

RES
ORD. No. 2016-006 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 007

By: Mayor Perciak

**AN ORDINANCE ACCEPTING FOR RECORDING
PURPOSES ONLY THE PLAT OF SIEDEL FARMS
SUBDIVISION NO. 4 IN THE CITY OF STRONGSVILLE,
AND DECLARING AN EMERGENCY.**

WHEREAS, the plat of Siedel Farms Subdivision No. 4 is being submitted to this Council for review pursuant to Title Four of Part Twelve entitled "Subdivision Regulations" of the Codified Ordinances of the City of Strongsville; and

WHEREAS, Siedel Land Holdings, LLC, the owner of said Subdivision, has submitted the subdivision plat (attached hereto as Exhibit 1) to the Planning Commission of the City of Strongsville, and the Planning Commission approved the plat on October 9, 2014, and thereafter granted an extension on September 24, 2015; and

WHEREAS, the City Engineer has reviewed the aforesaid plat and documents, and finds them in good order and has approved them, and recommends to Council that this subdivision be approved for recording purposes only; and

WHEREAS, this Council desires to approve the aforesaid plat and map for recording purposes only.

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

Section 1. That pursuant to Section 1228.03 of the City of Strongsville, this Council hereby approves the form of security by the owner, and the terms and conditions of the Agreement between the City and the Owner, attached hereto as Exhibit 2; and it is hereby determined that all of the improvements as shown on the improvement plans on file with the City Engineer and/or required by Section 1228.01 shall be installed in the manner required by the ordinances of the City on or before December 31, 2016.

Section 2. That the Mayor be and is hereby authorized to execute the aforesaid Agreement (Exhibit 2) and to do or delegate to appropriate officers and employees of the City the performance of all things necessary to implement and carry out such Agreement.

Section 3. That subject to the aforesaid Agreement, the Council of the City of Strongsville does hereby approve the subdivision plat submitted by Siedel Land

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2016 – 007
Page 2

Holdings, LLC, owner of Siedel Farms Subdivision No. 4, in the City of Strongsville for recording purposes only.

Section 4. That the City Engineer be and is hereby authorized to accept the necessary plat and documents, which he shall keep on file on behalf of the City after recording with the Cuyahoga County Fiscal Officer. The Engineer is further directed to endorse on the plat that the plat is to be recorded for recording purposes only, and not for dedication.

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

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

Attest: _____
Clerk of Council

ORD. No. 2016-007 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

SUBDIVISION IMPROVEMENTS SECURITY AGREEMENT

THIS AGREEMENT made this ____ day of _____, 20____, by **SIEDEL LAND HOLDINGS, LLC**, a limited liability company organized and existing under the laws of the State of Ohio, located at 22700 Royalton Road, Strongsville, Ohio 44149, hereinafter called "Developer", and the **CITY OF STRONGSVILLE**, a municipal corporation of the State of Ohio, located at 16099 Foltz Parkway, Strongsville, Ohio 44149, hereinafter called "City".

WHEREAS, Siedel Land Holdings, LLC is the owner of certain property located in the City of Strongsville; and

WHEREAS, Siedel Land Holdings, LLC (hereinafter referred to as "Developer") is desirous of developing certain lands known as **SIEDEL FARMS SUBDIVISION NO. 4**, as the same were approved by the City's Planning Commission on October 9, 2014; and

WHEREAS, the Council of the City has adopted subdivision regulations consisting of Title Four of Part Twelve of the Planning and Zoning Code of the Codified Ordinances of the City, which establish requirements for the submission, approval, construction and dedication of subdivision improvements; and

WHEREAS, said subdivision regulations provide at Section 1228.03 of the Codified Ordinances that no plat for record shall be approved for record purposes until the improvements required by Section 1228.01 of the Codified Ordinances (hereinafter "improvements") have been installed, or until Council approves an agreement and a form of security which assure that the cost and expense of all improvements are available to the City for the completion of such improvements in the event that the Developer defaults or otherwise fails to perform Developer's commitment to complete such improvements; and

WHEREAS, Developer has agreed to pay for the installation and completion of the aforesaid improvements and comply with and abide by all the terms and conditions established by the Planning Commission, as set forth in this Agreement, and contained in the applicable law, and the receipt of which is hereby acknowledged.

NOW, THEREFORE, in consideration of the aforesaid premises and other good and valuable consideration, the receipt of which is hereby acknowledged, Developer and City do hereby mutually covenant and agree as follows:

I. IMPROVEMENTS, SECURITY, ACCEPTANCE AND DEDICATION.

1. Developer shall convey or dedicate to the City all the public streets, alleys, roads, avenues, drives and public ways in the Subdivision known as Siedel Farms Subdivision No. 4, approved by the City's Planning Commission on October 9, 2014, and thereafter extended for a year on September 24, 2015.

2. Developer shall convey or dedicate to the City or other appropriate public entity or public utility all public sewers, water lines and other public utilities and improvements constructed or caused to be constructed on the aforementioned streets, alleys, roads, avenues, drives and public ways in said Subdivision, and shall grant easements and rights-of-way to said entities as may be required.

3. Developer shall construct or enter into a contract for the construction of the improvements required in the aforesaid Subdivision, as approved by the City Engineer on October 9, 2014, in accordance with the terms of this Agreement, the General Requirements herein, and the Subdivision Regulations of the City and shall pay the total cost thereof. Developer shall complete all street pavements, curbs, sidewalks, sanitary sewer systems, storm drainage systems, water mains, and other utilities to be constructed in public rights-of-way on or before December 31, 2016; unless said time(s) is or are extended by the Council of the City. Such time extension(s) may be granted so long as City Engineer determines that delays in construction are not the result of the actions or inactions of the Developer and that Developer is making reasonable efforts to complete said improvements. Such extension(s) shall not be unreasonably withheld.

4. Any and all of the work performed as hereinabove provided shall be done subject to the approval of and inspection by the City Engineer.

5. In order to secure the performance of this Agreement and all the aforesaid work in accordance with the standards established in the Subdivision Regulations and the completion of such work within the time period(s) established herein, Developer herewith deposits with **DOLLAR BANK, FSB**, a financial institution located at 1301 E. Ninth Street, 9th Floor, Cleveland, Ohio 44114 (hereinafter referred to as "Escrow Agent") the total sum of **\$539,000.00** (hereinafter referred to as the "improvements security funds") to be held in escrow in accordance with the Escrow Agreement attached hereto and incorporated herein as Exhibit A and subject to the following terms:

A. Escrow Agent shall deposit and/or invest the improvements security funds in the following accounts, and/or investments which the City is authorized to utilize by law, subject to the approval of Developer, which shall not be unreasonably withheld:

(1) Interest-bearing accounts of **DOLLAR BANK, FSB**, payable or withdrawable, on demand.

(2) Direct obligations of the United States maturing or redeemable on or before the date for completion established in accordance with Paragraph 3 above.

(3) Certificates of deposit maturing or redeemable on or before the date for completion established in accordance with Paragraph 3 above.

B. Escrow Agent is authorized to deliver or disburse the improvements security funds or any part thereof with any additional funds including interest earned on the aforesaid sum less any and all fees or penalties arising from the deposit or investment to the Developer as follows:

(1) Only upon receipt of all of the following items or a letter from the City Engineer or other authorized City official confirming that all of the following items have been received by the City or otherwise satisfied, shall the Escrow Agent deliver or disburse all or the remainder of the improvements security funds:

(a) The certificate of the City Engineer that all improvements have been installed in accordance with the requirements of the subdivision regulations of the City and with the actions of the Planning Commission;

(b) Evidence of receipt by the City of a maintenance bond securing the maintenance and repair of the improvements for a period of two years in a form approved by the Law Director;

(c) A policy of title insurance in form approved by the Law Director covering all lands to be dedicated to public use and showing title to the same to be in the City free and clear of any easements, taxes, mortgages, liens, assessments or other encumbrances of any kind whatsoever except the easements required by the Subdivision Regulations of the City and taxes not yet due and payable, or a certificate from the City Engineer acknowledging receipt of same;

(d) Evidence of Deposit by the Developer with the City or the Escrow Agent of a sum sufficient to pay all taxes and assessments which are a lien but not yet due and payable; and

(e) A copy of legislation duly adopted by the Council of the City accepting the dedication or conveyance of all lands and improvements required to be dedicated or conveyed by this Agreement, certified by the Clerk of Council to be a true and correct copy of the original.

(2) Upon receipt of certification by the City Engineer of the satisfactory completion of a portion of the aforesaid improvements, and upon a determination by the City that all remaining uncompleted improvements are adequately secured, the Escrow Agent shall release a portion of the improvements security funds deposited equal to an amount estimated by the City Engineer to be the cost of that portion of the improvements completed, or the difference between the total sum on deposit and the total sum determined by the City to be necessary to secure

the completion of all remaining uncompleted improvements and all other obligations of Developer under this Agreement, whichever may be less.

C. The Escrow Agent is authorized to deliver or disburse to the City all or any part of the improvements security funds as determined by the City Engineer, plus any additional funds including interest earned on the aforesaid sums, less any and all fees or penalties due arising from the deposit or investment upon Escrow Agent being notified by the City of an occurrence of one or more of the following events:

(1) If the Developer assigns this Agreement, or any interest therein to any person, firm or corporation, or gives to any person, firm or corporation, any order or orders thereon;

(2) If the required improvements shall violate building subdivision or zoning laws of the City;

(3) If the land within the development area as identified on the subdivision plat approved for record purposes is used for any unlawful purpose, or is occupied for other than dwelling purposes, or for any purpose without the approval of the appropriate administrative official, board, or commission of the City;

(4) If the improvements are not fully constructed by the completion date(s) established in paragraph I. 3. above, or by any extension date approved by Council pursuant thereto.

(5) If the improvements in the judgment of the City Engineer are materially injured or destroyed prior to acceptance by the City, and no insurance or other provision acceptable to the City is made for prompt replacement or repair of the same at no cost to the City.

(6) If the Developer fails to construct the improvements in accordance with plans and specifications that have been approved by the proper City authorities having charge thereof;

(7) If the Developer does not permit the City or its authorized agents or employees to enter upon and inspect the same in every part at all reasonable times;

(8) If the Developer shall commit an act of bankruptcy or if any relief under the Bankruptcy Act is sought by or against Developer, or if a receiver is appointed to take charge of the assets or affairs of the Developer or if Developer should become insolvent.

Prior to the delivery or disbursal of improvements security funds under this paragraph I.5.C., the City shall provide written notice by personal, or mail delivery to Developer of the grounds therefor, and shall

establish and notify Developer of a time period within which Developer shall be afforded an opportunity to correct or cure the circumstances giving rise thereto. Such time period for correction or cure shall be no less than forty-five (45) days, unless the City Engineer determines that immediate work is required to protect the public health, safety and welfare, in which case such time period shall be as established by the City Engineer.

D. The Developer and the City agree that any interest earned on the improvements security funds shall be disbursed to the same parties, at the same time, and in the same proportion as the principal.

E. In the event of any dispute under this Agreement, Developer and City agree that City and the Escrow Agent shall disburse the improvements security funds in accordance with a final judgment entered in a court of law determining legal entitlement to such funds. Such a judgment will not be considered final until appellate review sought by either or both of the parties with respect to their legal entitlement to such funds has terminated.

Upon the proper completion of all improvements and their approval by the City Engineer, and if said improvements then comply with all present state laws, City ordinances and Planning Commission rules, regulations and requirements, and all other subdivision regulations of the City have been complied with, the City will then accept the aforesaid improvements.

II. GENERAL REQUIREMENTS.

1. Developer's application(s), all maps on file, construction plans, detail maps and state laws, present City ordinances, Planning Commission rules, regulations and official acts with respect to this Subdivision and all the terms and conditions of final approval are incorporated herein by reference as if set forth at length, except as expressly modified herein.

2. Prior to proceeding with the work, the Developer will apply for and secure permit(s) and pay all fees as required by the City ordinances.

3. The Developer agrees that if any drainage easements are necessary to insure adequate drainage of the tract, the same shall be obtained by the Developer at its sole cost and expense. All of such easements which are necessary for the drainage in the tract shall be procured in the name of the City, it being understood that same shall be held until acceptance of the streets by the City, after which same will be recorded in the City's favor. The taking of such easements shall not be construed as the exercise of dominion and control by the City over said streets until such time as they are formally accepted.

4. The Developer agrees that if during the course of construction and installation of improvements it shall be determined by the City Engineer that revision of the drainage plan is necessary in the public interest, it will undertake such design and

construction changes as may be reasonable and are indicated by the City Engineer and approved by the City.

5. Developer shall defend, indemnify and hold harmless the City and its officials, employees and agents, and their respective heirs, successors, personal representatives and assigns, from and against any and all suits, legal or administrative proceedings, claims, demands, actual damages, punitive damages, losses, costs, liabilities, interest, attorney's fees and expenses of whatever kind and nature, in law or equity, known or unknown, based upon, resulting from or arising directly or indirectly out of the condition, status, quality, nature, contamination or environmental state of the Developer's Property until such time as all environmental laws, regulations, orders and directives are complied with.

6. The Developer hereby agrees to procure, at its expense, the necessary permits and furnish any bond required for the opening of any state or county roads.

7. Developer agrees that prior to the issuance of any building permits within the subdivision, all street pavements, curbs, sanitary sewer systems, storm drainage systems, water mains and required appurtenances shall be completed and approved by the City Engineer, provided that the Building Commissioner may issue permits for "Model" home(s) or unit(s) upon his determination that improvements have been installed to the extent he deems necessary to serve and permit occupancy of such home(s) or unit(s); and, except as otherwise provided for model home(s) and unit(s), prior to the issuance of any certificates of occupancy by the City, all improvements and utilities must be completed and all other applicable state and local requirements must be complied with.

8. The City shall not be responsible for road or other improvements, maintenance or care until the same are accepted for dedication, nor shall the City exercise any control over the improvements until accepted for dedication.

9. The Developer shall maintain, clean and snow plow such roads until acceptance by the City. In the event of default of these obligations by the Developer, the City without notice to the Developer may undertake the same at the expense of the Developer.

10. If the City determines that there is a violation of present state laws, City ordinances, Planning Commission rules, regulations and requirements, subdivision regulations, and/or terms and provisions of this Agreement, it may issue a stop work order.

11. This Agreement and the covenants contained herein shall run with the land, and shall inure to the benefit of the City and its successors and assigns.

IN WITNESS WHEREOF, the parties hereto have affixed their hands the day and year first above written.

CITY OF STRONGSVILLE

By: _____
Thomas P. Perciak
Its: Mayor _____

Billie R. Cristino
Billie R. Cristino

SIEDEL LAND HOLDINGS, LLC

By: [Signature]
Its: CEO

STATE OF OHIO)
) ss.
COUNTY OF CUYAHOGA)

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Strongsville, Ohio, this ____ day of _____, A.D. 20__.

Notary Public

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named **SIEDEL LAND HOLDINGS, LLC**, by Richard A. Puzelli, its CEO, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said limited liability company and is his free act and deed personally and as such officer.

BILLIE R CRISTINO, Notary Public
In and for the State of Ohio
My Commission Expires November 29, 2016

I hereby certify that I have reviewed and approved the form of the foregoing instrument this _____ day of _____, 20____.

8

EXHIBIT "A"

ESCROW AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 20____, by and among the **CITY OF STRONGSVILLE**, a municipal corporation of the State of Ohio, located at 16099 Foltz Parkway, Strongsville, Ohio 44149 ("City"), **SIEDEL LAND HOLDINGS, LLC**, a limited liability corporation, organized and existing under the laws of the State of Ohio, located at 22700 Royalton Road, Strongsville, Ohio 44149 ("Owner"), and **DOLLAR BANK, FSB**, a financial institution located at 1301 East Ninth Street, 9th Floor, Cleveland, Ohio 44114 ("Escrow Agent").

WITNESSETH:

In consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. There shall be deposited with the Escrow Agent the sum of **Five Hundred Thirty-Nine Thousand and No/100 Dollars (\$539,000.00)**, ("Deposit") to be held pursuant to the terms hereof. Upon Escrow Agent's receipt of the full Deposit, Escrow Agent shall notify both the City and Owner in writing.

2. Escrow Agent shall establish and maintain an escrow account ("Escrow") for the purposes hereof, and shall invest the Deposit in any investments as directed in writing by the City and which is agreed to by Owner pursuant to the Subdivision Improvements Security Agreement by and between City and Owner ("Security Agreement"). The Deposit, any gains and losses, and interest accruing thereon (such gains, losses and interest hereinafter referred to as "Deposit Interest") shall be held in the Escrow Account until disbursed in accordance with the provisions of the Security Agreement and the provisions set forth below.

3. Upon receipt by Escrow Agent of written instructions signed by City, which instructions shall be in accordance with the Security Agreement, the Escrow Agent shall disburse the Deposit and the Deposit Interest to the party or parties designated by the notice to receive such and, when the entire deposit has been disbursed, this Escrow Agreement shall terminate.

4. The Escrow Account shall be maintained by Escrow Agent in accordance with the following terms and conditions:

A. Escrow Agent undertakes to perform only such duties as are expressly set forth herein.

B. Escrow Agent may rely and shall be protected in acting or refraining from acting upon any written notice, instructions or request furnished to it hereunder and believed by it to be genuine and to have been signed or presented by the proper party or parties.

C. Escrow Agent shall not be liable for any action taken by it in good faith, and believed by it to be authorized or within the rights or powers conferred upon it by this Agreement, and may consult with counsel of its own choice and shall have full and complete authorization and protection for any action taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel.

D. Escrow Agent may resign and be discharged from its duties or obligations hereunder by giving notice in writing of such resignation specifying a date when such resignation shall take effect.

E. Owner hereby agrees to pay Escrow Agent reasonable compensation for the services to be rendered hereunder, and will pay or reimburse Escrow Agent upon request for all expenses, disbursements and advances, including reasonable attorney fees, incurred or made by it in connection with carrying out its duties hereunder.

F. Owner hereby agrees to defend and indemnify Escrow Agent for, and to hold it harmless against any loss, liability or expense incurred without negligence or bad faith on the part of Escrow Agent, arising out of or in connection with its entering into this Agreement and carrying out its duties hereunder, including the cost and expense of defending itself against any claim of liability in the premises.

5. All notices and communications hereunder shall be in writing and shall be deemed to be given if sent by registered mail, return receipt requested, as follows:

DOLLAR BANK, FSB
1301 East Ninth Street, 9th Floor
Cleveland, OH 44114
Attention: Doug Snyder
Vice-President and Manager, Treasury Management

SIEDEL LAND HOLDINGS, LLC
22700 Royalton Road
Strongsville, OH 44149
Attention: Chris A. Bender, Agent

CITY OF STRONGSVILLE
16099 Foltz Parkway
Strongsville, OH 44149
Attention: Law Director

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

Signed in the presence of:

CITY OF STRONGSVILLE, OHIO

By: _____

Thomas P. Perciak

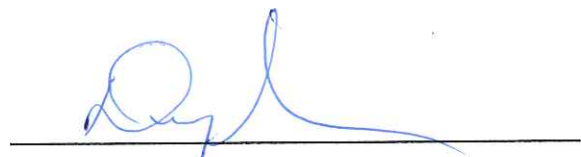
Its: Mayor _____

SIEDEL LAND HOLDINGS, LLC

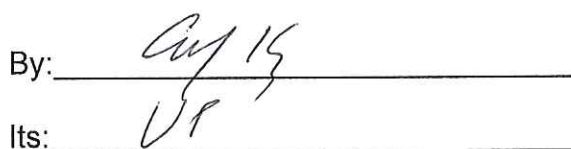
Brian R. Cutler

By:  _____

Its: CEO _____

 _____

DOLLAR BANK, FSB

By:  _____

Its: VP _____

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2016 – 008

By: Mayor Perciak

A RESOLUTION DECLARING THE INTENT OF THE COUNCIL OF THE CITY OF STRONGSVILLE TO ACCEPT FOR DEDICATION CERTAIN STREETS WITHIN SIEDEL FARMS SUBDIVISION NO. 4 IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Ordinance No. 2016- 007 duly passed by this Council on January 19, 2016, the Council of the City of Strongsville accepted the plat submitted by Siedel Land Holdings, LLC, the owner of Siedel Farms Subdivision No. 4 for recording purposes only; and

WHEREAS, it is the intent of this Council, after all improvements have been installed within the streets within the said subdivision and approved by the City Engineer, to accept said subdivision for dedication; and

WHEREAS, as a prerequisite for the obtaining of permits from the City of Cleveland to install water mains within the said streets of said subdivision, they require a resolution of intent from the City of Strongsville before giving such permits.

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

Section 1. That the Council of the City of Strongsville does intend to accept for dedication, the streets shown on the subdivision plat of Siedel Farms Subdivision No. 4, after all improvements, including utilities, have been installed and approved by the Engineer of the City of Strongsville, and after performance of the terms and conditions of the Agreement between the Developer and the City approved in Ordinance No. 2016- 007.

Section 2. That the Clerk of Council is hereby authorized and directed to send a copy of this Resolution to the City of Cleveland, Department of Public Utilities, Division of Water.

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.

CITY OF STRONGSVILLE, OHIO
RESOLUTION NO. 2016 – 008
Page 2

Section 4. That this Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to assure proper development of all lots and land within the City of Strongsville. Therefore, provided this Resolution receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

President of Council

Approved: _____
Mayor

Date Passed: _____ Date Approved: _____

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

Attest: _____
Clerk of Council

RES
ORD. No. 2016-008 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2016 - 009

By: Mayor Perciak and Mr. DeMio

**A RESOLUTION AUTHORIZING THE MAYOR TO
ADVERTISE A REQUEST FOR PROPOSALS FOR
EMERGENCY MEDICAL SERVICES (EMS) BILLING
SERVICES FOR THE CITY'S DEPARTMENT OF FIRE &
EMERGENCY SERVICES.**

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 a request for proposals for Emergency Medical Services (EMS) billing services and system, commencing May 1, 2016 for the purpose of billing private insurance companies, Medicare, Medicaid, Bureau of Worker's Compensation, and certain non-resident individuals for emergency medical services, including transport, that the City performs, and in accordance with the documents on file in the office of the Fire Chief, which are, in all respects, hereby approved.

Section 2. That the funds for the purposes of this Resolution have been appropriated and shall be paid from the Emergency Vehicle Fund.

Section 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council; and that all deliberations of 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 Resolution shall take effect and be in force immediately upon its passage and approval by the Mayor.

President of Council

Approved: _____
Mayor

Date Passed: _____ Date Approved: _____

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

Attest: _____
Clerk of Council

RES. ORD. No. 2016-009

1st Rdg. _____ Amended: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 010

By: Mayor Perciak and Mr. Carbone

AN ORDINANCE APPROVING AND AUTHORIZING THE FILING OF AN APPLICATION FOR FINANCIAL ASSISTANCE WITH THE CUYAHOGA COUNTY SOLID WASTE DISTRICT UNDER THE 2016 COMMUNITY RECYCLING AWARENESS GRANT PROGRAM, AND DECLARING AN EMERGENCY.

WHEREAS, The Cuyahoga County Solid Waste District has established a Community Recycling Awareness Grant program and once again allocated monies to help local governments in Cuyahoga County promote their community-sponsored recycling programs to residents; and

WHEREAS, the grant provides for funding of the cost of a community-sponsored recycling program; and

WHEREAS, in order to submit a timely application to receive funding under the Community Recycling Awareness Grant program for the year 2016, the City, through its Coordinator of Natural Resources, is requesting authorization to apply for funding in the amount of \$5,000.00, in order to continue publishing the annual *Keeping Strongsville Green* newsletter.

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

Section 1. That this Council hereby approves and authorizes the submission of the application for financial assistance to the Cuyahoga County Solid Waste District for a Community Recycling Awareness Grant program for the year 2016, in the form on file with the City Coordinator of Natural Resources.

Section 2. That any advance of funds under this Ordinance and/or the City's share will be made from the General Fund, subject to reimbursement under the Grant.

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

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2016 – 010
Page 2

Section 4. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to authorize the submission of such application for financial assistance in order to meet the application deadline to enable the City to proceed with promotion of the City's recycling awareness program, and to ensure continuity of such program. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

President of Council

Approved: _____
Mayor

Date Passed: _____ Date Approved: _____

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

Attest: _____
Clerk of Council

ORD. No. 2016-010 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 011

By: Mr. Carbone

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR UNIFORM RENTAL AND RELATED SERVICES THROUGH 2017 FOR USE BY THE CITY'S SERVICE DEPARTMENT, AND DECLARING AN EMERGENCY.

WHEREAS, the City has advertised for bids for uniform rental and related services for a period commencing February 1, 2016 and ending December 31, 2017, for use by the City's Service Department; and

WHEREAS, one bid was received which reflects competitive pricing from a reputable, experienced vendor; and

WHEREAS, Council is desirous of proceeding to award and enter into a contract for such uniform rental service.

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

Section 1. That this Council hereby finds and determines that the bid submitted by **CINTAS CORPORATION** for uniform rental and related services for a period commencing February 1, 2016 and ending December 31, 2017, for use by the City's Service Department meets the specifications on file in the office of the Director of Public Service; is in compliance with the applicable requirements for bidding and contracts established by the laws of the City and the State; and is the lowest and best bid for the proposed contract. No other bids for this contract were received.

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 uniform rental and related services for a period commencing February 1, 2016 and ending December 31, 2017, for use by the City's Service Department in accordance with the specifications on file in the office of the Director of Public Service, and for the sums submitted as unit prices in such bid, but in a total amount not to exceed \$23,995.40 annually, which includes Bid Alternates A and B, but except for replacement costs which will be imposed at bid unit prices and in addition thereto, if applicable.

Section 3. That the funds necessary for the purpose of such contract have been appropriated for the year 2016, and shall be paid from the Street Construction, Maintenance and Repair Fund; General Fund and Sanitary Sewer Fund, and the

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2016 – 011
Page 2

Director of Finance be and is hereby authorized and directed to issue the City's warrants in accordance with the terms and conditions of such bid and contract.

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 to contract for said services in order to provide the City's Service Department employees with clean and pressed uniforms on a routine basis, to provide for the continuity of services and operation of the City's Service Department, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

President of Council

Approved: _____
Mayor

Date Passed: _____ Date Approved: _____

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

Attest: _____
Clerk of Council

ORD. No. 2016-011 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2016 – 012

By: Mayor Perciak

**A RESOLUTION GRANTING PERMISSION TO
TRANSFER CERTAIN CERTIFICATES FOR BURIAL
RIGHTS IN THE STRONGSVILLE MUNICIPAL
CEMETERY AND WAIVING THE TRANSFER FEE.**

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 1060.09, this Council hereby authorizes the Sexton to transfer the certificates for burial rights in the Strongsville Municipal Cemetery for Graves B, D & F in Lot 120 of Section F, and Grave B in Lot 130 of Section F, from Thomas A. Norris and Joan Norris, husband and wife, to Grace Church of Middleburg Heights, Ohio; and further waives the City's right to repurchase such lots.

Section 2. That pursuant to Codified Ordinance 1060.05, Council has the authority to waive fees for exceptional and meritorious causes; that Grace Church is hereby found to be a religious and charitable organization; and that the fee for said transfer of certificates for burial rights is therefore hereby waived;

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

Attest: _____
Clerk of Council

RES ORD. No. 2016-012 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2016 - 013
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 2016 AND REPEALING ORDINANCE NUMBER 2015-253.

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:

General Fund - 101					
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
101	Total General Fund	\$ 15,912,800.00	\$ 7,890,700.00	\$ 12,028,000.00	\$ 35,831,500.00
Special Revenue Funds - 200					
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
203	Police Pension	\$ 1,262,300.00	\$ -	\$ -	\$ 1,262,300.00
204	Street Construction & Maintenance	5,205,400.00	4,467,000.00	-	9,672,400.00
205	State Highway Maintenance	-	140,000.00	-	140,000.00
206	Motor Vehicle License Tax	-	500,000.00	-	500,000.00
207	Emergency Vehicle Fund	-	969,000.00	-	969,000.00
208	Fire Levy	7,472,100.00	1,446,600.00	-	8,918,700.00
209	Fire Pension	1,407,000.00	-	-	1,407,000.00
211	Clerk of Court	-	40,000.00	-	40,000.00
212	Drainage Levy	-	700,000.00	-	700,000.00
214	Multi-Purpose Complex	3,121,100.00	1,952,200.00	-	5,073,300.00
215	Southwest General Hospital	-	347,242.00	-	347,242.00
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	11,300.00	3,000.00	-	14,300.00
224	Earned Benefits	400,000.00	-	-	400,000.00
200	Total Special Revenue Funds	\$ 18,879,200.00	\$ 10,679,442.00	\$ -	\$ 29,558,642.00
Debt Service Funds - 300					
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
331	General Bond Retirement	\$ -	\$ 3,692,626.00	\$ -	\$ 3,692,626.00
333	Pearl Road TIF # 1 Fund	-	2,224,125.00	-	2,224,125.00
334	Royalton Road TIF Fund	-	205,500.00	-	205,500.00
335	Pearl Road TIF # 2 Fund	-	-	-	-
336	Pearl Road TIF # 3 Fund	-	-	-	-
300	Total Debt Service Funds	\$ -	\$ 6,122,251.00	\$ -	\$ 6,122,251.00
Capital Improvement Capital Project Funds - 400					
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
441	Recreation Capital Improvement	\$ -	\$ 950,000.00	\$ -	\$ 950,000.00
442	General Capital Improvement	-	6,169,834.00	-	6,169,834.00
444	Pearl Road Capital Improvement	-	-	155,907.00	155,907.00
400	Total Capital Project Funds	\$ -	\$ 7,119,834.00	\$ 155,907.00	\$ 7,275,741.00

Enterprise Funds - 500					
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
551	Sanitary Sewer	\$ 1,345,400.00	\$ 5,758,635.00	\$ -	\$ 7,104,035.00

Internal Service Fund - 600					
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
664	Workers' Compensation Reserve	\$ -	\$ 620,000.00	\$ -	\$ 620,000.00
Grand Total All Funds		\$ 36,137,400.00	\$ 38,190,862.00	\$ 12,183,907.00	\$ 86,512,169.00

Itemized list of Transfers and Advances by Fund	
Description	Amount
General Fund to Street Construction Fund	\$ 3,370,000.00
General Fund to Fire Levy Fund	2,965,000.00
General Fund to Multi-Complex Fund	2,000,000.00
General Fund to Police Pension Fund	840,000.00
General Fund to Fire Pension Fund	1,044,000.00
General Fund to Earned Benefits Fund	300,000.00
General Fund to General Bond Retirement Fund	109,000.00
General Fund to Recreation Capital Improvement Fund	300,000.00
General Fund to General Capital Improvement Fund	1,100,000.00
Total Transfers	\$ 12,028,000.00
Pearl Road Capital Improvement Fund Phase II to General Fund	155,907.00
Total Advances and Advance Repayments	\$ 155,907.00
Total Transfers, Advances and Advance Repayments	\$ 12,183,907.00

Section 2: That all expenditures within the fiscal year ending December 31, 2016 shall be made in accordance with the code accounts set forth above, and shall be made within the appropriations herein provided.

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

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

President of Council

Approved: _____
Mayor

Date Passed

Date Approved

Attest: _____
Clerk of Council

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

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

Dept #	Department	Personal Services	Other	Transfers & Advances	Total
011410	Council	\$ 315,700.00	\$ 26,000.00	\$ -	\$ 341,700.00
011411	Mayors Office	339,300.00	15,300.00	-	354,600.00
015412	Police Department	8,810,600.00	1,337,000.00	-	10,147,600.00
011413	Human Resources	223,600.00	100,200.00	-	323,800.00
011414	Finance Department	496,900.00	22,600.00	-	519,500.00
011415	Legal Department	450,300.00	125,900.00	-	576,200.00
011416	Communication & Technology	637,200.00	760,500.00	-	1,397,700.00
011417	Building Department	985,200.00	243,300.00	-	1,228,500.00
011418	Mayors Court	122,200.00	80,000.00	-	202,200.00
011420	Rubbish Department	-	2,441,500.00	-	2,441,500.00
011421	Cemetery Department	113,200.00	196,200.00	-	309,400.00
011422	Architectural Board of Review	-	6,000.00	-	6,000.00
011423	Planning Commission	104,400.00	67,000.00	-	171,400.00
011424	Civil Service	-	54,100.00	-	54,100.00
011425	Board of Appeals	-	11,000.00	-	11,000.00
011428	Parks Department	102,600.00	223,100.00	-	325,700.00
011430	General Miscellaneous	-	1,822,400.00	-	1,822,400.00
011435	Economic Development	142,900.00	144,600.00	-	287,500.00
015414	Corrections Officers	738,000.00	140,500.00	-	878,500.00
011435	Joint Dispatch Center	2,174,600.00	67,500.00	-	2,242,100.00
011452	Public Safety	156,100.00	6,000.00	-	162,100.00
011468	Non Government Transfers	-	-	12,028,000.00	12,028,000.00
Total General Fund		\$ 15,912,800.00	\$ 7,890,700.00	\$ 12,028,000.00	\$ 35,831,500.00
031000	Police Pension	1,262,300.00	-	-	1,262,300.00
046419	Street Repairs	4,402,600.00	2,712,500.00	-	7,115,100.00
046426	Traffic Signal Maintenance	115,800.00	230,500.00	-	346,300.00
046427	Snow Removal	-	689,000.00	-	689,000.00
046433	Municipal Garage	687,000.00	835,000.00	-	1,522,000.00
056000	State Highway Maintenance	-	140,000.00	-	140,000.00
066000	Motor Vehicle License Tax	-	500,000.00	-	500,000.00
075000	Emergency Vehicle Fund	-	969,000.00	-	969,000.00
085000	Fire Levy	7,472,100.00	1,226,100.00	-	8,698,200.00
085001	Fire Station Ward 1	-	44,000.00	-	44,000.00
085002	Fire Station Ward 2	-	32,100.00	-	32,100.00
085003	Fire Station Ward 3	-	35,500.00	-	35,500.00
085004	Fire Station Ward 4	-	108,900.00	-	108,900.00
095000	Fire Pension	1,407,000.00	-	-	1,407,000.00
111000	Clerk of Court	-	40,000.00	-	40,000.00
121000	Drainage Levy	-	700,000.00	-	700,000.00
143304	Sports Programs	264,600.00	166,600.00	-	431,200.00
143305	Recreation Administration	453,500.00	659,000.00	-	1,112,500.00
143306	Fitness	436,300.00	135,900.00	-	572,200.00
143309	Ice Rink	-	281,000.00	-	281,000.00
143310	Aquatics	651,300.00	98,100.00	-	749,400.00
143311	Recreation Programs	225,000.00	30,200.00	-	255,200.00
143430	Special Events	-	15,200.00	-	15,200.00
143431	Old Town Hall	10,200.00	16,100.00	-	26,300.00
143439	Senior Services	560,500.00	303,900.00	-	864,400.00
143451	Recreation Maintenance	519,700.00	203,000.00	-	722,700.00
143500	Program Refunds	-	43,200.00	-	43,200.00
152000	Southwest General Hospital	-	347,242.00	-	347,242.00
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	11,300.00	3,000.00	-	14,300.00
224000	Earned Benefits	400,000.00	-	-	400,000.00
Total Special Revenue Funds		\$ 18,879,200.00	\$ 10,679,442.00	\$ -	\$ 29,558,642.00

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

Dept #	Department	Personal Service	Other	Transfers & Advances	Total
311000	General Bond Retirement	-	3,692,626.00	-	3,692,626.00
333000	Pearl Road TIF # 1	-	2,224,125.00	-	2,224,125.00
334000	Royalton Road TIF	-	205,500.00	-	205,500.00
335000	Pearl Road TIF # 2	-	-	-	-
336000	Pearl Road TIF # 3	-	-	-	-
	Total Debt Service	\$ -	\$ 6,122,251.00	\$ -	\$ 6,122,251.00
413000	Recreation Capital Improvement	-	950,000.00	-	950,000.00
421000	General Capital Improvement	-	6,169,834.00	-	6,169,834.00
446200	Pearl Road Capital Improvement Phase II	-	-	155,907.00	155,907.00
	Total Capital Projects	\$ -	\$ 7,119,834.00	\$ 155,907.00	\$ 7,275,741.00
512501	Engineering and Administration	651,000.00	884,400.00	-	1,535,400.00
512502	Plant Expenditures	-	2,623,500.00	-	2,623,500.00
512503	Line Expenditures	694,400.00	425,000.00	-	1,119,400.00
512504	Sewer Capital Improvements	-	1,500,000.00	-	1,500,000.00
512505	Sewer Debt Payments	-	325,735.00	-	325,735.00
	Total Sanitary Sewer	\$ 1,345,400.00	\$ 5,758,635.00	\$ -	\$ 7,104,035.00
664000	Workers Compensation	\$ -	\$ 620,000.00	\$ -	\$ 620,000.00
	GRAND TOTAL	\$ 36,137,400.00	\$ 38,190,862.00	\$ 12,183,907.00	\$ 86,512,169.00