



# City of Strongsville

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

November 15, 2018



## City Council

Michael J. Daymut  
Ward 1

Annmarie P. Roff  
Ward 2

Kelly A. Kosek  
Ward 3

Gordon C. Short  
Ward 4

Joseph C. DeMio  
At-Large

James E. Carbone  
At-Large

Matthew A. Schonhut  
At-Large

Aimee Pientka, MMC  
Clerk of Council

Tiffany Mekeel, CMC  
Assistant Clerk of Council

### MEETING NOTICE

City Council has scheduled the following meetings for **Monday, November 19, 2018**, to be held in the Caucus Room and the Council Chamber at the ***Mike Kalinich Sr. City Council Chamber, 18688 Royalton Road:***

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

**7:30 P.M.** **Planning, Zoning and Engineering Committee:** will meet to discuss Ordinance Nos. 2018-140 and 2018-152.

**Recreation and Community Services Committee:** will meet to discuss Ordinance Nos. 2018-157 and 2018-158.

**Economic Development Committee:** will meet to discuss Ordinance No. 2018-159.

#### **Finance Committee:**

*A motion will be made to approve the minutes for the Finance Committee meeting held on October 29, 2018.*

**Committee of the Whole:** will meet to discuss Ordinance No. 2018-160 and Resolution No. 2018-161.

The committee will then consider a motion to adjourn into **Executive Session** with the Mayor, Law Director and other members of the Administration for the purpose of discussing personnel matters regarding the council office.

**8:00 P.M.** **Regular Council Meeting**

Any other matters that may properly come before this Council may also be discussed.

#### **BY ORDER OF THE COUNCIL:**

Aimee Pientka, MMC  
Clerk of Council



**STRONGSVILLE CITY COUNCIL REGULAR MEETING**  
**MONDAY, NOVEMBER 20, 2017 AT 8:00 P.M.**  
Mike Kalinich Sr. City Council Chamber  
18688 Royalton Road, Strongsville, Ohio



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**AGENDA**

1. CALL TO ORDER:
2. PLEDGE OF ALLEGIANCE:
3. CERTIFICATION OF POSTING:
4. ROLL CALL:
5. COMMENTS ON MINUTES:
  - *Council Meeting – November 5, 2018*
6. APPOINTMENTS, CONFIRMATIONS, AWARDS AND RECOGNITION:
  - Mayor's re-appointment and Council confirmation of Greg McDonald to a four (4) year term as a member of the City's Planning Commission, effective November 30, 2018 and expiring November 29, 2022.
7. PUBLIC HEARING:
  - Ordinance No. 2018-140 by Mayor Perciak and All Members of Council. AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE LOCATED AT 12878 PEARL ROAD (PPN 392-30-001) IN THE CITY OF STRONGSVILLE FROM GB (GENERAL BUSINESS) CLASSIFICATION TO CS (COMMERCIAL SERVICE) CLASSIFICATION, AND DECLARING AN EMERGENCY. *First reading and referred to the Planning Commission 09-17-18. Favorable recommendation by the Planning Commission 10-04-18. Second reading 10-15-18. Public hearing 11-19-18.*
8. REPORTS OF COUNCIL COMMITTEE:
  - SCHOOL BOARD – Mr. Carbone:
  - SOUTHWEST GENERAL HEALTH SYSTEM – Mr. Short:
  - BUILDING AND UTILITIES – Mr. Daymut:
  - COMMUNICATIONS AND TECHNOLOGY – Ms. Kosek:
  - ECONOMIC DEVELOPMENT – Mr. Daymut:
  - FINANCE – Mr. Carbone:
  - PLANNING, ZONING AND ENGINEERING – Mr. Schonhut:
  - PUBLIC SAFETY AND HEALTH – Mr. Short:

- PUBLIC SERVICE AND CONSERVATION – Ms. Roff:
- RECREATION AND COMMUNITY SERVICES – Ms. Roff:
- COMMITTEE-OF-THE-WHOLE – Mr. DeMio:

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

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

10. AUDIENCE PARTICIPATION:

11. ORDINANCES AND RESOLUTIONS:

- Ordinance No. 2018-140 by Mayor Perciak and All Members of Council. AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE LOCATED AT 12878 PEARL ROAD (PPN 392-30-001) IN THE CITY OF STRONGSVILLE FROM GB (GENERAL BUSINESS) CLASSIFICATION TO CS (COMMERCIAL SERVICE) CLASSIFICATION, AND DECLARING AN EMERGENCY. *First reading and referred to the Planning Commission 09-17-18. Favorable recommendation by the Planning Commission 10-04-18. Second reading 10-15-18. Public hearing 11-19-18.*
- Ordinance No. 2018-152 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH A FIRM OF PROFESSIONAL ENGINEERS TO PROVIDE ENGINEERING DESIGN AND CONSULTING SERVICES IN CONNECTION WITH THE HOWE ROAD (CR 188) AND SHURMER ROAD (CR 205) ROUNDABOUT PROJECT, AND DECLARING AN EMERGENCY. *First reading 11-05-18.*
- Ordinance No. 2018-157 by Mayor Perciak and All Members of Council. AN ORDINANCE APPROVING AND AUTHORIZING THE FILING OF AN APPLICATION FOR FINANCIAL ASSISTANCE FROM THE 2019 CUYAHOGA COUNTY SUPPLEMENTAL GRANT PROGRAM FOR USE BY THE CITY OF STRONGSVILLE DEPARTMENT OF RECREATION & SENIOR SERVICES; AUTHORIZING ACCEPTANCE OF FUNDS, AND DECLARING AN EMERGENCY.
- Ordinance No. 2018-158 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE DISPOSAL OF VARIOUS ITEMS AND EQUIPMENT UTILIZED BY THE RECREATION DEPARTMENT AND NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE.
- Ordinance No. 2018-159 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING A JOB/PAYROLL CREATION INCENTIVE GRANT FOR FOUNDATION SOFTWARE, INC. AND DECLARING AN EMERGENCY.

- Ordinance No. 2018-160 by Mayor Perciak and All Members of Council. AN ORDINANCE AMENDING SECTION 220.10 OF CHAPTER 220 OF TITLE FOUR OF PART TWO-ADMINISTRATION CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE CONCERNING MISCELLANEOUS COUNCIL MATTERS, AND DECLARING AN EMERGENCY.
- Resolution No. 2018-161 by Mayor Perciak and All Members of Council. A RESOLUTION AUTHORIZING THE MAYOR AND ASSISTANT LAW DIRECTOR TO ENTER INTO AN AGREEMENT WITH THE CLEVELAND CLINIC FOUNDATION REGARDING REAL ESTATE TAX EXEMPTION PROPERTY LOCATED AT 16761 SOUTHPARK CENTER, IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

12. COMMUNICATIONS, PETITIONS AND CLAIMS:
13. MISCELLANEOUS BUSINESS:
14. ADJOURNMENT:

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2018 – 140

By: Mayor Perciak and All Members of Council

**AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE LOCATED AT 12878 PEARL ROAD (PPN 392-30-001) IN THE CITY OF STRONGSVILLE FROM GB (GENERAL BUSINESS) CLASSIFICATION TO CS (COMMERCIAL SERVICE) CLASSIFICATION, AND DECLARING AN EMERGENCY.**

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

**Section 1.** That the Zoning Map of the City of Strongsville, adopted by Section 1250.03 of Title Six, Part Twelve of the Codified Ordinances of Strongsville, be amended to change the zoning classification of certain property located at 12878 Pearl Road (PPN 392-30-001), in the City of Strongsville, from GB (General Business) classification to CS (Commercial Service) classification, which property is more fully described in Exhibits "A-1" and "A-2" and depicted in Exhibit "B," all attached hereto and incorporated herein by reference.

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

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

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

First Reading: September 17, 2018 Referred to Planning Commission  
Second Reading: October 15, 2018 September 18, 2018  
Third Reading: \_\_\_\_\_ Favorable recommendation by  
Public Hearing: November 19, 2018 Approved: Planning Commission  
October 4, 2018

CITY OF STRONGSVILLE, OHIO  
ORDINANCE NO. 2018 - 140  
Page 2

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

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

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

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

|          | <u>Yea</u> | <u>Nay</u> |
|----------|------------|------------|
| Carbone  | _____      | _____      |
| Daymut   | _____      | _____      |
| DeMio    | _____      | _____      |
| Kosek    | _____      | _____      |
| Roff     | _____      | _____      |
| Schonhut | _____      | _____      |
| Short    | _____      | _____      |

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

ORD. No. 2018-140 Amended: \_\_\_\_\_  
1st Rdg. 09-17-18 Ref: PL/P2E  
2nd Rdg. 10-15-18 Ref: P2E  
3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

Pub Hrg. 11-19-18 Ref: \_\_\_\_\_  
Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

374810

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QUIT-CLAIM DEED No. 80

DEGC  
1PCL  
10.00  
②

Know all Men by these Presents, That PATSY G. CATANZARITE and BEATRICE M. CATANZARITE, husband and wife

the Grantors, who claim title by or through instrument, recorded in Volume 11874, Page 93, County Recorder's Office, for the consideration of Ten and 00/100 Dollars (\$ 10.00) received to their full satisfaction of CATANZARITE INVESTMENT COMPANY, an Ohio general partnership, the Grantee, whose TAX MAILING ADDRESS will be 21160 Drake Road, Strongsville, Ohio 44136

have given, granted, remised, released and forever quit-claimed, and do by these presents absolutely give, grant, remise, release and forever quit-claim unto the said Grantee, its successors and assigns forever, all such right and title as they, the said Grantors, have or ought to have in and to the following described piece or parcel of land, situated in the City of Strongsville, County of Cuyahoga and State of Ohio

and known as being part of Original Strongsville Township Lot No. 55, bounded and described as follows: Beginning in the center line of Pearl Road, formerly Wooster Pike, 80 feet wide, at its intersection with the Northerly line of said Original Lot No. 55; thence due South along said center line 100.35 feet; thence North 85 degrees 49' 30" West, 40.11 feet to an iron pin in the Westerly line of Wooster Road and the principal place of beginning; thence due South along the said Westerly line, 125.00 feet to an iron pin; thence North 85 degrees 53' 30" West, 661.47 feet to an iron pin; thence North 5 degrees 17' 30" East, 125.50 feet to an iron pin; thence South 85 degrees 49' 30" East, 649.92 feet to the principal place of beginning, as appears by survey of A. Hutchison Surveyor dated October 3, 1931, be the same more or less, but subject to all legal highways.

CTC  
12496

PARCEL NO. 392-30-002  
CONVEYANCE IS IN COMPLIANCE WITH DEC. 31ST OF O.R.C.  
PAID

NOV 12 1992

Partnerships Filled  
NO. 2136 Volume 11874  
Frank Russo, County Recorder  
Cuyahoga County

Conveyance Fee 23.792 By Deputy  
J. TIMOTHY MCCORMACK, Cuyahoga County Auditor

THOMAS J. NEFF, P.E., P.S.  
COUNTY ENGINEER TAX MAP DIVISION  
LEGAL DESCRIPTION APPROVED FOR TRANSFER

J. Timothy McCormack  
CUYAHOGA COUNTY AUDITOR

EXHIBIT A-1

To have and to hold the premises aforesaid, with the appurtenances thereto belonging, to the said grantee, its successors and assigns, so that neither the said grantor, nor their heirs, nor any other persons claiming title through or under them, shall or will hereafter claim or demand any right or title to the premises, or any part thereof; but they and every one of them shall by these presents be excluded and forever barred.

In Witness Whereof, we have hereunto set our hands, the 14th day of January, in the year of our Lord one thousand nine hundred and ninety-two

Signed in the presence of:

Toni M. Trafas  
Shirley J. Clark  
Toni M. Trafas  
Shirley J. Clark

Patsy G. Catanzarite  
PATSY G. CATANZARITE

Beatrice M. Catanzarite  
BEATRICE M. CATANZARITE

The State of Ohio, Before me, a Notary Public  
Cuyahoga County, in and for said County and State, personally appeared the above named PATSY G. CATANZARITE and BEATRICE M. CATANZARITE, husband and wife who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal, at Cleveland, Ohio, this 14th day of

January, A. D. 1992

ROBERT C. MILAM  
Notary Public, State of Ohio  
My Commission Expires Feb. 13, 1995

This instrument prepared by:  
Toni M. Trafas, Attorney at Law  
Kahn, Kleinman, Yanowitz & Arnson Co., L.P.A.  
2600 Tower at Erieview  
Cleveland, Ohio 44114  
(216)696-3311

Robert C. Milam

QUIT-CLAIM DEED

FROM

PATSY G. CATANZARITE

BEATRICE H. CATANZARITE

TO

CATANZARITE INVESTMENT

COMPANY

RECEIVED FOR RECORD

of 19

at 11:25 a.m. 19

Recorded in 19

in 19

Volume 92-10187 Page 43

RECORDED

ENTERED FOR TRANSFER

19

This instrument prepared by:



374809

QUIT CLAIM DEED, Short Form, No. 6-2 (Ohio Statutory Form)

The Ohio Legal Book Co., Cleveland  
Publishers and Dealers Since 1883

111615

# Know all Men by these Presents

That **LAMRITE WEST, INC.**, an Ohio corporation

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VOL. 92-10187 PAGE 40

Partnerships Filled

NO. \_\_\_\_\_ Volume \_\_\_\_\_

Frank Russo, County Recorder  
Cuyahoga County

Deputy of Cuyahoga

County, Ohio.

for valuable consideration paid, Grant(s) to **Catanzarite Investment Company**, an Ohio ~~corporation~~ general partnership

whose tax mailing address is 21160 Drake Road, Strongsville, Ohio 44136

### the following described Real Property:

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio:  
And known as being part of Original Strongsville Township Lot No. 55, bounded  
and described as follows:

Beginning on the Northerly line of said Original Lot No. 55 at its  
intersection with the center line of Pearl Road (66 feet wide) formerly  
Wooster Road; thence southerly along said center line of Pearl Road 100.35  
feet to the Northeastly corner of a parcel of land conveyed to Michael J.  
Maruna by deed dated March 12, 1937 and recorded in Volume 4709, Page 143 of  
Cuyahoga County Records; thence Westerly along the Northerly line of said  
parcel so conveyed to Michael J. Maruna 690.03 feet to an iron pipe at the  
Northwesterly corner of said parcel; thence Southerly along Westerly line of  
said parcel so conveyed to Michael J. Maruna and along its Southerly  
prolongation 251 feet to the Northeastly corner of land conveyed to the  
Board of Education of the Strongsville Local District by deed dated October  
22, 1953 and recorded in Volume 7894, Page 737 of Cuyahoga County Records;  
thence Westerly along the Northerly line of said land so conveyed to the Board  
of Education 458.80 feet to the Westerly line of said Original Township Lot  
No. 55; thence Northerly along said Westerly line of Original Township Lot  
No. 55, 370.34 feet to the Northwesterly corner thereof; thence Easterly along the  
Northerly line of said Original Lot No. 55, about 1091 feet to the place of  
beginning, be the same more or less, but subject to all legal highways.

TC  
2045  
6249

CONVEYANCE IS IN COMPLIANCE WITH SEC. 3702.03 O.R.C.

JUL 23 1981

*[Signature]*  
CUYAHOGA COUNTY AUDITOR

Comptroller Fee \_\_\_\_\_ Receipt No. 12266  
TYPE \_\_\_\_\_ NEWS LETTER YES ( ) NO ( )  
A. THOMAS DEWITT, Deputy County Auditor

W. G. ASHLEY, D.P., R.S.  
CLERK OF THE COUNTY OF CUYAHOGA  
LEGAL NOTICE DIVISION  
LEGAL NOTICE DIVISION

Prior Instrument Reference: Vol. 86-5459 Page 12 of the Deed

Records of **CUYAHOGA COUNTY AUDITOR**

This deed is being refiled to correct the Grantee's name

*[Signature]*  
CUYAHOGA COUNTY AUDITOR

This is a Quit Claim Deed—Ohio Statutory Form\*

\*See Section 5302.11 as to the legal effect of the Statutory Form of Quit Claim Deed.

EXHIBIT A-2

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Witness his hand(s) this day of July 1991

Signed and acknowledged in presence of:

*Stanislaw Borowski*

LAMRITE WEST, INC.

By: *Patsy Catanzarite*  
Patsy Catanzarite, President

State of Ohio County of Cuyahoga ss.

Be It Remembered, That on the 17th day of July 1991,

before me, the subscriber, a Notary Public in and for said county, personally came LAMRITE WEST, INC., by Patsy Catanzarite, its President

the Grantor(s) in the foregoing Deed, and acknowledged the signing thereof to be the free act and deed of said corporation and his voluntary act and deed, individually and such officer.

In Testimony Whereof, I have herewith subscribed

PARCEL NO. 392-30-001  
CONVEYANCE IS IN COMPLIANCE WITH SEC. 319.302 O.R.C. my name and affixed my notarial seal  
PAID on the day and year last aforesaid.

JUL 24 1991

Commission Expires Feb. 15, 1996  
Notary Public  
My Commission Expires Feb. 15, 1996

*Robert C. Meenan*  
Notary Public

ROBERT C. MEENAN  
Notary Public, State of Ohio  
My Commission Expires Feb. 15, 1996

This instrument was prepared by Toni M. Trafas, Esq.  
Kuhn, Kleirman, Yanowitz & Aronson  
Co., L.P.A.  
2600 Tower at Erieview  
Cleveland, Ohio 44114  
(216) 696-3311



91 JUL 24 PM 3:17

(Statutory Form)

FROM  
LAMRITE WEST, INC., an Ohio corporation  
TO  
CHANGARIS INVESTMENT COMPANY, an Ohio corporation

392-30-001  
PARCEL NO. 392-30-001  
CONVEYANCE IS IN COMPLIANCE WITH SEC. 319.302 O.R.C.  
PAID

Transferred  
NOV 12 1992  
County Auditor  
1992

of \_\_\_\_\_ of \_\_\_\_\_  
Revised \_\_\_\_\_  
in Deed Book No. \_\_\_\_\_ Page \_\_\_\_\_  
County Recorder

PEARL ROAD WIDTH VARIES

PROPERTY MAP  
MADE AT THE INSTANCE OF

**CATAN'S**

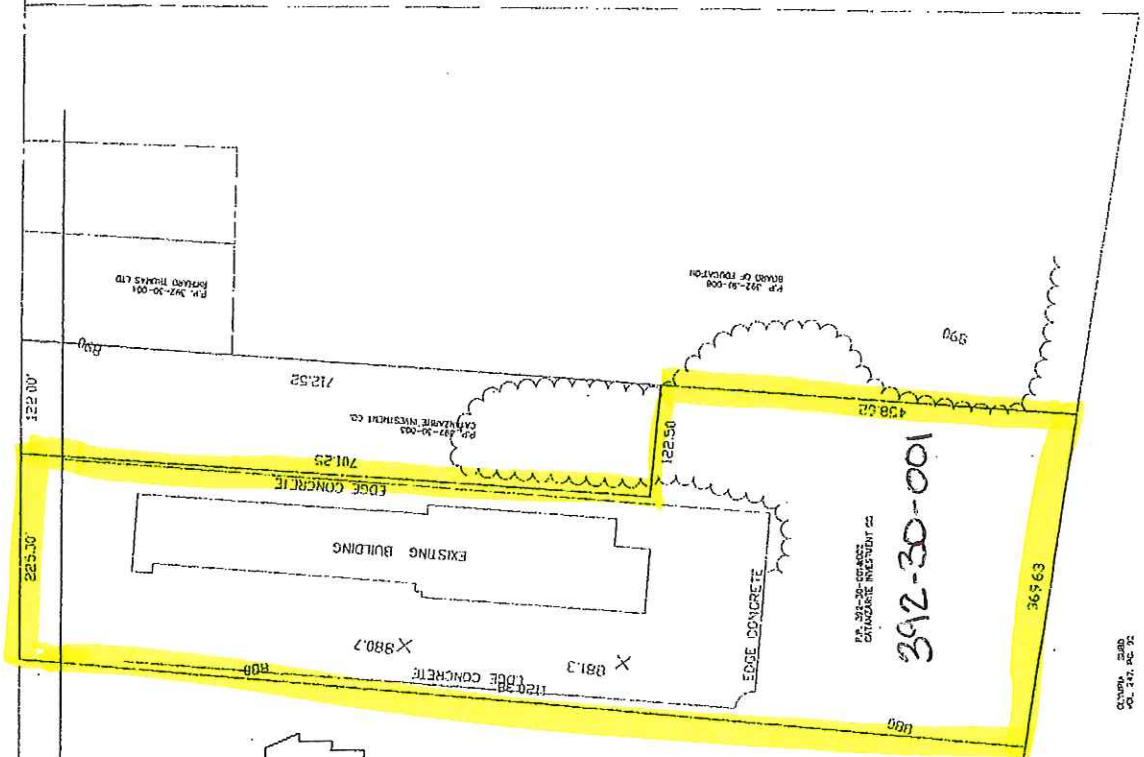
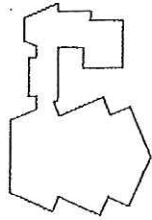
PART OF ORIGINAL STRONGSVILLE TOWNSHIP LOT 1745  
NOW IN THE CITY OF STRONGSVILLE  
CUYAHOGA COUNTY, OHIO

ORDER # 02-274

DECEMBER, 2007

CONTOUR LINES SHOWN ARE FROM THE CUYAHOGA COUNTY ZONING ORDINANCE, 2004, SHOWN TO INDICATE APPROPRIATE GRADES

TOTAL AREA TO RW  
393,858.415 sq.ft.  
9.04 acres



**EXHIBIT B**

**PETITION FOR ZONING CHANGE**

Ordinance Number: 2018-140

To the Council of the City of Strongsville, County of Cuyahoga, State of Ohio:

I/We, the undersigned owner(s) of the property set above our names on the Property Description Form attached to this document, hereby petition your Honorable Body that said property be changed from a class GB use to a class CS use.

Such change is necessary for the preservation and enjoyment of a substantial property right because: There is a demand for more storage establishments in this area. The CS zoning classification is

consistent with other storage operators in the area. The owner should have the ability to change the use to  
meet market demand.

Such change will not be materially detrimental to the public welfare nor to the property of other persons located in the vicinity because: The use is not inconsistent with other local businesses. Changing

to CS will result in a new business opening in the city, job creation and increased income.

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

1. None
2. \_\_\_\_\_
3. \_\_\_\_\_

**THE PROPOSED USE OF THE PROPERTY IS:** Storage establishment

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

Name: Nick Catanzarite

Address: 1301 East Ninth Street, Suite 3500, Cleveland, Ohio 44114

Telephone Number: (216)928-2981

[Signature]  
Signature of Owner(s)

State of Ohio )  
County of Cuyahoga )

Sworn to and subscribed in my presence this 10 day of September, 2018.

[Signature]  
Notary Public

My commission expires: never

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



**NICHOLAS R. CATANZARITE,**  
**Attorney At Law**  
**Notary Public, State of Ohio**  
My commission has no expiration date.  
Section 147.03 O.R.C.

**PROPERTY DESCRIPTION FORM**

Ordinance Number: 2018-140

The following described property is that property for which a change is being requested in the attached Petition for Zoning Change and which is hereby incorporated into and made part of said petition:

Address of Property: 12878 Pearl Road

Permanent Parcel No.: 392-30-001

The property is bounded by the following streets: (indicate direction; i.e., north, south, etc.) Pearl Road to East, North of Westwood Drive

Number and type of buildings which now occupy property (if any): One Building  
totaling 48,556 square feet

Acreage: 5.46

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

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

Said property is presently under lease or otherwise encumbered as follows: N/A

| Owner(s)                                  | Percent of Ownership: |
|-------------------------------------------|-----------------------|
| 1. <u>Catanzarite Investment Co., LLC</u> | <u>100%</u> %         |
| 2. _____                                  | _____ %               |
| 3. _____                                  | _____ %               |

[Signature]  
Signature of Owner(s)

State of Ohio        )  
County of Cuyahoga )

Sworn to and subscribed to in my presence this 10 day of September, 2018.



NICHOLAS R. CATANZARITE,  
Attorney At Law  
Notary Public, State of Ohio  
My commission has no expiration date.  
Section 147.03 O.R.C.

[Signature]  
Notary Public

My commission expires never

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

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

**MEMORANDUM**

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**TO:** Ken Mikula, City Engineer

**FROM:** Aimee Pientka, Clerk of Council

**DATE:** September 11, 2018

**SUBJECT:** Rezoning Application  
Catanzarite Investment Co., LLC; Owner  
Nick Catanzarite, Agent  
PPN: 392-30-001  
Address: 12878 Pearl Road  
From General Business (GB) to Commercial Service (CS)

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

Thank you.

AKP  
Attachments

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

# City of Strongsville

## *Memorandum*

**To:** Neal Jamison, Law Director

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

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

**Date:** September 11, 2018

**Re:** Rezoning Application  
Catanzarite Investment Co., LLC; Owner  
Nick Catanzarite, Agent  
PPN 392-30-001  
From GB to CS

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Neal,

The legal descriptions included in the Clerk of Council's September 11, 2018 memo regarding the above referenced application accurately depict the parcel to be rezoned.

Please feel free to contact me with any questions.

Thank you.

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

**MEMORANDUM**

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**TO:** Planning Commission  
**FROM:** Tiffany Mekeel, Assistant Clerk of Council  
**DATE:** September 18, 2018  
**SUBJECT:** Referral from Council: Ordinance No.: 2018-140

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Please be advised that at its regular meeting of September 17, 2018, City Council referred the following Ordinance to the Planning Commission for its report and recommendation thereon:

- Ordinance No. 2018-140 by Mayor Perciak and All Members of Council. AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE LOCATED AT 12878 PEARL ROAD (PPN 392-30-001) IN THE CITY OF STRONGSVILLE FROM GB (GENERAL BUSINESS) CLASSIFICATION TO CS (COMMERCIAL SERVICE) CLASSIFICATION, AND DECLARING AN EMERGENCY. *First reading and referred to Planning Commission 09/17/18.*

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

TAM  
Attachment



## MEMORANDUM

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

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

**SUBJECT:** Referrals to Council

**DATE:** October 5, 2018

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Please be advised that at its meeting of October 4, 2018, the Strongsville Planning Commission gave Favorable Recommendation to the following;

**ORDINANCE NO. 2018-140:**

An Ordinance Amending the Zoning Map of the City of Strongsville Adopted by Section 1250.03 of Title Six, Part Twelve of the Codified Ordinances of Strongsville to change the Zoning Classification of Certain Real Estate Located at 12878 Pearl Road (PPN 392-30-001) in the City of Strongsville from GB (General business) Classification to CS (Commercial Service) Classification and Declaring an Emergency.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2018 – 152

By: Mayor Perciak and All Members of Council

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH A FIRM OF PROFESSIONAL ENGINEERS TO PROVIDE ENGINEERING DESIGN AND CONSULTING SERVICES IN CONNECTION WITH THE HOWE ROAD (CR 188) AND SHURMER ROAD (CR 205) ROUNDABOUT PROJECT, AND DECLARING AN EMERGENCY.**

WHEREAS, pursuant to Resolution No. 2018-052, Council authorized the Mayor to request proposals for engineering design and consulting services in connection with the Howe Road (CR 188) and Shurmer Road (CR 205) Roundabout Project (the "Project"); and

WHEREAS, various proposals were received, the proposers were ranked in accordance with law, and Council is desirous of proceeding to award and enter into a contract for such services with the firm ranked as the best qualified and best proposer.

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

**Section 1.** That the Mayor be and is hereby authorized and directed to execute and enter into a contract with **EMH&T, INC.**, a firm of professional engineers and the best qualified and highest ranked firm, in a total amount not to exceed \$141,415.00, to provide engineering design and consulting services, in connection with the Howe Road (CR 188) and Shurmer Road (CR 205) Roundabout Project in the City of Strongsville, in accordance with its proposal, addendum, and related forms and documents comprising a contract identified as the Professional Services Proposal, copies of which are attached hereto as Exhibit A, and/or on file with the City Engineer, and which, in all respects, are hereby approved.

**Section 2.** That the funds necessary for the purposes of this Ordinance have been appropriated and shall be paid from the General Capital Improvement Fund and such other Federal, State and local funds which may be 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 Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

**Section 4.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare, and for the further reason that it is immediately necessary to provide professional engineering design and consulting services on the Project to ensure proper construction and compliance with approved plans in order to proceed with 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. 2018 - 152  
Page 2

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

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

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

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

|          | <u>Yea</u> | <u>Nay</u> |
|----------|------------|------------|
| Carbone  | _____      | _____      |
| Daymut   | _____      | _____      |
| DeMio    | _____      | _____      |
| Kosek    | _____      | _____      |
| Roff     | _____      | _____      |
| Schonhut | _____      | _____      |
| Short    | _____      | _____      |

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

ORD. No. 2018-152 Amended: \_\_\_\_\_  
1st Rdg. 11-5-18 Ref: PZE  
2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_



October 24, 2018

Mr. Ken Mikula, PE  
City Engineer  
16099 Foltz Parkway  
Strongsville, OH 44149

Subject: Professional Services Proposal  
Howe Road & Shurmer Road Intersection

Dear Ken,

EMH&T is pleased to present this proposal for professional services related to advancement of the Howe/Shurmer Road intersection improvement, including survey, right-of-way documents, detailed design, project meetings, public involvement, and general coordination.

#### **A. PROJECT UNDERSTANDING**

We understand that the City of Strongsville would like to begin design work for a roundabout located at the intersection of Howe Road and Shurmer Road. The current intersection is a three-way signal controlled intersection with no turn lanes provided. Due to traffic congestion and safety concerns, improvements at this intersection are desired.

The roundabout will be designed to accommodate pedestrian facilities, including curb ramps and crosswalks. Street lighting is a standard element of a roundabout design and will be designed as part of the project. Landscape is also a functional element that helps to control line of sight and, therefore, will be included in the design.

We understand that the intersection will be partially closed to traffic during construction in an effort to reduce the time and cost of construction. A Maintenance of Traffic plan and detour routes will be developed in coordination with the City and included in the plan set.

The existing intersection includes a closed conduit drainage system which will be modified as needed to facilitate the roundabout. Options for meeting post-construction stormwater BMP requirements will be analyzed and presented to the City for concurrence. Drainage and BMP design will be in accordance with ODOT L&D Manual Volume 2.

Existing utilities located within the project area include water, sanitary, electric, telecommunications, and natural gas. We understand that water and sanitary sewer adjustments will be detailed within the construction plans, while other utility facilities will be adjusted by their respective owner.

We understand that this project will likely include federal money for construction and right-of-way and, therefore, will follow ODOT's Local Public Agency (LPA) process. EMH&T will prepare a

Categorical Exclusion and any related environmental and cultural resources documentation for approval by ODOT District 12.

Plan content will generally be developed in accordance with ODOT standards.

## **B. SCOPE OF SERVICES AND CLARIFICATIONS**

EMH&T's scope of services is fully detailed on the enclosed Exhibit A – Task Selection assuming that the project will follow ODOT PDP Path 2. Below is an overview summary of EMH&T's anticipated scope for each step.

### PDP Step 1 (Planning Phase)

For this step, our proposed scope assumes that many of these tasks have already been completed by the City as part of previous studies. Our scope will be limited to a few environmental tasks and assisting the City as needed with project initiation with ODOT.

### PDP Step 2 (Preliminary Engineering Phase)

Within Step 2, EMH&T will develop a feasibility study that will consist of the following:

- Roundabout Geometrics Package that will document geometric design including performance checks of fastest path and truck turning movements.
- Line, Grade, and Typical Plans including Title Sheet, Typical Sections, and Plan and Profile Sheets
- Identification of utilities in conflict with the project footprint
- Preliminary Opinion of Construction Cost
- Decision Matrix comparing the proposed Roundabout and “No Build” scenarios.

**Public Involvement Plan:** EMH&T understands that this intersection improvement will be the City's first roundabout and appreciates the challenges that this “first” for a community often entails. Therefore, we will plan and execute one in-person stakeholder meeting and two public involvement meetings. The stakeholder meeting will be to explain the project and the proposed improvements in an effort to provide education on roundabouts and gain support. We find that garnering stakeholder support at the beginning is most helpful prior to engaging the public. We will also organize and lead the general public meeting on behalf of the City. EMH&T will prepare graphics, provide education material, and provide additional staff to serve as technical resources. The format will be an open-house format with a set time for a project overview. Questions and answers will be provided following the presentation at the display boards by EMH&T staff. We anticipate that our graphics development will include a two-dimensional plan-view graphic of the proposed improvement on aerial photo background along with a “bird's eye” rendering of the intersection. An additional general public meeting will be planned for prior to construction sale for a more “hands on” experience on how to navigate a roundabout

Following approval of our Feasibility Study, EMH&T will advance detailed design. To reduce design costs and review times, we propose to deliver a combined Stage 1/Stage 2 plan submittal under Step 3 below. A separate Stage 1 submittal is not anticipated.

PDP Step 3 (Environmental Engineering Phase)

Under this step, EMH&T will prepare and submit a combined Stage 1/ Stage 2 construction plan to the City and ODOT for review. In addition to plans, this submittal will include:

- Calculations and exhibits for stormwater and BMP design
- Pavement design calculations
- Updated opinions of cost
- Street lighting photometrics

Stage 2 plans will also be sent to private utility companies for verification that their facilities are shown completely and accurately and for preliminary conflict analysis.

As Stage 2 plans are developed and construction limits are refined, we will prepare a proposed right-of-way exhibit for coordination with the City and ODOT. Following concurrence from the City on the limits and types of proposed right-of-way, we suggest moving directly to Final Right-of-Way plans as another measure to reduce design fees and schedule.

PDP Step 4 (Final Engineering and Right-of-Way Phase)

In this step, EMH&T will prepare and submit Stage 3 plans and accompanying information to the City and ODOT for review. Upon completion of Stage 3 review, we will address comments and prepare Final Tracings for bidding. We assume that other bidding information such as general conditions, bid forms, and proposal notes will be prepared separately by the City. We also assume that pdfs of final tracings will be sufficient for bidding purposes. Mylars of the plan set are not included.

We anticipate that any EMH&T involvement in the construction phase of the project would be covered by a future separate agreement.

Both Stage 3 plans and final tracings will be submitted to private utility companies for final conflict analysis and relocation design. We will coordinate with the affected utility companies throughout the design phase in order to fully describe existing facilities along with any proposed adjustments in the project Utility Note.

The scope of work and clarifications that are included on Exhibit A are based on EMH&T's knowledge of the project requirements at the time when the document was prepared, and serves as the basis for the price proposal and agreed fee. However, changes in work may be required as the project develops and more complete information becomes available. Such changes also may be dictated by revisions to written procedures included in manuals or decisions made by the City or other reviewing agencies. Although EMH&T routinely incorporates minor design changes in our work, we will notify the City in writing of any significant changes in the work that may require modification of the agreement, and will maintain separate cost accounting for each specific issue.

Our scope and fee assumes that a roundabout intersection will be selected as a feasible and prudent alternative for improving the intersection. If during the feasibility study, it is determined that a roundabout may not be the preferred alternative, we will coordinate with the City to determine the appropriate course of action which may include changes to EMH&T's scope and fee.

### C. COMPENSATION

EMH&T proposes to provide our professional services as described in the above Scope of Services for an hourly not-to-exceed fee of **\$141,415** as more fully described below:

#### **Planning Phase (Step 1)**

*Environmental Clearance Tasks* = \$2,809

#### **Preliminary Engineering Phase (Step 2)**

*Environmental Clearance Tasks* = \$9,024

*PI/Stakeholder Coordination* = \$8,000

*Engineering Tasks* = \$41,370

#### **Environmental Engineering Phase (Step 3)**

*Prepare Environmental Document* = \$3,532

*Combined Stage 1/2 Plans* = \$43,807

*Right of Way Plans* = \$15,083

#### **Final Engineering and Right-of-Way Phase (Step 4)**

*Stage 3/Final Tracings* = \$17,790

|                                              |   |                  |
|----------------------------------------------|---|------------------|
| <i>Total Environmental Clearance Fee</i>     | = | \$15,365         |
| <i>Total PI/Stakeholder Coordination Fee</i> | = | \$8,000          |
| <i>Total Engineering Fee</i>                 | = | <u>\$118,050</u> |
| <b><i>Total Fee</i></b>                      | = | <b>\$141,415</b> |

The hourly fee listed above includes labor, subconsultants, and reimbursable expenses. Invoices will be submitted monthly based on the progress of work and are payable upon receipt.

### D. SCHEDULE

EMH&T will begin work upon notice to proceed. Early in our design efforts, we will collaborate with the City on a project schedule that will be respectful of funding commitments and accommodate a staged review process.

We look forward to working with you in the successful advancement of this project. If you approve of our proposal, please forward a contract to us for execution. If you have any questions or require additional information, please do not hesitate to contact me at 614-775-4604 or [acueva@emht.com](mailto:acueva@emht.com).

Professional Services Proposal  
Howe Road & Shurmer Road Intersection

October 24, 2018

Respectfully submitted,

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Abby Cueva, PE  
Project Manager / Associate

Enclosures: Exhibit A – Task Selection

CITY OF STRONGSVILLE

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

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



**HOWE ROAD (CR 188) & SHURMER ROAD (CR 205)**  
**ROUNDAABOUT PROJECT**

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**ADDENDUM TO**  
**EMH&T ("CONSULTANT") PROFESSIONAL SERVICES PROPOSAL FOR**  
**ENGINEERING DESIGN AND CONSULTING SERVICES**

1. **WARRANTIES.** Consultant warrants that its services will be performed in a professional manner and in accordance with prevailing and applicable industry standards within the Northeast Ohio area.

2. **INDEMNIFICATION.** Consultant agrees to defend, indemnify and hold the City, and its employees and agents, harmless from any and all claims, demands, loss, personal injuries, property damage, or damage of any kind or nature whatsoever to the extent caused by the acts, errors or omissions of Consultant, its employees, agents, subcontractors, or by anyone directly or indirectly employed by any of them, or by anyone for whose negligence or willful misconduct any of them may be liable and arising out of the operation of this Agreement.

3. **INSURANCE.** Consultant shall maintain comprehensive general liability insurance of at least One Million Dollars (\$1,000,000.00) naming the City as an additional insured and appropriate Professional Liability Insurance of at least One Million Dollars (\$1,000,000.00), and Automobile insurance and Worker's Compensation coverage. Policies shall name the City as an additional insured and shall be maintained with responsible insurance carriers qualified to do business in the State of Ohio and approved by the State Superintendent of Insurance. As soon as practical upon execution of this Agreement and before commencing any performance hereunder, Consultant shall deposit with the Director of Finance, the policies of insurance, or certificates therefore, bearing notations or accompanied by other evidence satisfactory to the Director of Finance and/or Law Director of the payment of premiums and thereafter prior to the expiration dates of the expiring policies. The City must be advised of any cancellation of policies or coverages.

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

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

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

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

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

**If to Consultant:**  
Abby Cueva, P.E., Project Manager  
EMH&T, Inc.  
5500 New Albany Road  
Columbus, OH 43054

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

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

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

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

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

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

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

Acceptance of the terms of this Addendum to the Professional Services Proposal Agreement is acknowledged by both Consultant and City through the following signatures of their respective authorized representatives.

**CITY OF STRONGSVILLE**

**EMH&T, INC.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Thomas P. Perciak, Mayor  
Typed Name/Title

Abby Cueva, P.E, Project Manager  
Typed Name/Title

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Date of Signature

**CERTIFICATION OF FUNDS**

I, Joseph K. Dubovec, Director of Finance of the City of Strongsville, Ohio hereby certify that the money to meet this 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 \_\_\_\_\_, 2018.

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

**Exhibit A - Task Selection - Path 2**  
**Howe Rd/Shurmer Rd Intersection**  
**October 24, 2018**

| Task #                                          | Task                                                               | Task Needed - Path #2 | Consultant | City | ODOT | If Authorized | Project Specific Comments                                                                                                             |
|-------------------------------------------------|--------------------------------------------------------------------|-----------------------|------------|------|------|---------------|---------------------------------------------------------------------------------------------------------------------------------------|
| <b>1 Planning Phase</b>                         |                                                                    |                       |            |      |      |               |                                                                                                                                       |
| <b>1.1 Project Start Up</b>                     |                                                                    |                       |            |      |      |               |                                                                                                                                       |
| 1.1.A                                           | Planning and Programming                                           | Yes                   |            | X    |      |               | Tasks under 1.1 will be initiated by the City with only support information from EMH&T.                                               |
| 1.1.B                                           | STIP/TIP                                                           | Yes                   |            | X    | X    |               |                                                                                                                                       |
| 1.1.C                                           | Internal Meeting with Project Sponsor and ODOT staff               | Unlikely              |            | X    | X    |               |                                                                                                                                       |
| <b>1.2 Project Initiation Package</b>           |                                                                    |                       |            |      |      |               |                                                                                                                                       |
| 1.2.A                                           | Define Study Area and Logical Termini                              | No                    |            |      |      |               |                                                                                                                                       |
| 1.2.B                                           | Conduct Field Review (walk through)                                | No                    |            |      |      |               |                                                                                                                                       |
| 1.2.C                                           | Identify Discipline Specific Issues for Project Initiation Package |                       |            |      |      |               |                                                                                                                                       |
| 1.2.C.A                                         | Identify Design Issues                                             | No                    |            |      |      |               |                                                                                                                                       |
| 1.2.C.B                                         | Identify Geotechnical Issues                                       | No                    |            |      |      |               |                                                                                                                                       |
| 1.2.C.C                                         | Section 106 Request for Review                                     | Yes                   | X          |      |      |               | Will be needed if federal funds are used for construction.                                                                            |
| 1.2.C.D                                         | Identify Ecological Resources                                      | Yes                   | X          |      |      |               | Will be needed if federal funds are used for construction.                                                                            |
| 1.2.C.E                                         | Identify Utility Issues                                            | No                    |            |      |      |               |                                                                                                                                       |
| 1.2.C.F                                         | ITS Project Determination                                          | No                    |            |      |      |               |                                                                                                                                       |
| 1.2.D                                           | Project Initiation Package Preparation and Submittal               | Yes                   |            | X    |      |               | The PIP is something that the City will need to submit to ODOT if federal funds are being sought for construction.                    |
| 1.2.E                                           | Aerial/Base mapping coordination with ODOT                         | No                    |            |      |      |               |                                                                                                                                       |
| 1.2.F                                           | Concept, Scope and Budget Estimates                                | No                    |            |      |      |               |                                                                                                                                       |
| <b>1.3 Existing Data, Research and Analysis</b> |                                                                    |                       |            |      |      |               |                                                                                                                                       |
| 1.3.A                                           | Transportation and Land Use Plans                                  | No                    |            |      |      |               |                                                                                                                                       |
| 1.3.B                                           | Crash Analysis                                                     | Yes                   |            | X    |      |               | Crash analysis have been performed previously under a separate contract. Results of which may be used for a Safety Funds application. |
| 1.3.C                                           | Turning Movement Counts                                            |                       |            |      |      |               |                                                                                                                                       |
| 1.3.C.A                                         | Turning Movement Counts at Intersections - No Build                | No                    |            |      |      |               | EMH&T assumes all the traffic data needed has been previously collected and certified for use in final design.                        |
| 1.3.C.B                                         | Tube counts at intersections and ramps - No Build                  | No                    |            |      |      |               |                                                                                                                                       |
| 1.3.D                                           | Planning Level Traffic - No Build Condition                        | No                    |            |      |      |               |                                                                                                                                       |
| 1.3.E                                           | Certified Traffic - No Build Condition                             | No                    |            |      |      |               |                                                                                                                                       |
| 1.3.F                                           | Capacity Analysis - Existing Conditions                            | No                    |            |      |      |               |                                                                                                                                       |
| 1.3.G                                           | Develop Purpose & Need                                             | Yes                   | X          |      |      |               | Will be needed if federal funds are used for construction.                                                                            |

**Exhibit A - Task Selection - Path 2**  
**Howe Rd/Shurmer Rd Intersection**  
**October 24, 2018**

| Task #                                           | Task                                                  | Task Needed - Path #2 | Consultant | City | ODOT | If Authorized | Project Specific Comments                                                                                                                                                                                 |
|--------------------------------------------------|-------------------------------------------------------|-----------------------|------------|------|------|---------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1.4 Stakeholder Involvement and PIP</b>       |                                                       |                       |            |      |      |               |                                                                                                                                                                                                           |
| 1.4.A                                            | Public Involvement Plan                               | No                    |            |      |      |               | An official PIP plan is not necessary for this size of project, it is defined in the attached scope.                                                                                                      |
| <b>1.5 Project Management for Planning Phase</b> |                                                       |                       |            |      |      |               |                                                                                                                                                                                                           |
| 1.5.A                                            | Meetings                                              | No                    |            |      |      |               |                                                                                                                                                                                                           |
| 1.5.B                                            | General Oversight                                     | No                    |            |      |      |               |                                                                                                                                                                                                           |
| <b>2 Preliminary Engineering Phase</b>           |                                                       |                       |            |      |      |               |                                                                                                                                                                                                           |
| <b>2.1 Develop Preliminary Alternatives</b>      |                                                       |                       |            |      |      |               |                                                                                                                                                                                                           |
| <b>2.1.A Feasibility Study Development</b>       |                                                       |                       |            |      |      |               |                                                                                                                                                                                                           |
| 2.1.A.A                                          | Planning Level Traffic for Feasible Alternatives      | No                    |            |      |      |               |                                                                                                                                                                                                           |
| 2.1.A.B                                          | Capacity Analysis for Alternatives                    | Yes                   | X          |      |      |               | Intended to be a high level check of previous analysis results.                                                                                                                                           |
| 2.1.A.C                                          | Field Survey and Aerial Mapping - Planning Level      | No                    |            |      |      |               |                                                                                                                                                                                                           |
| 2.1.A.D                                          | Typical Section                                       | Yes                   | X          |      |      |               | EMH&T will develop preliminary typical sections for the roundabout and approach legs.                                                                                                                     |
| 2.1.A.E                                          | Preliminary Alignment and Profile                     | Yes                   | X          |      |      |               | EMH&T will develop preliminary plan and profile sheets to demonstrate geometric design, lane arrangements (pavement markings), and anticipated project footprint.                                         |
| 2.1.A.F                                          | Cross-Sections                                        | No                    |            |      |      |               |                                                                                                                                                                                                           |
| 2.1.A.G                                          | Geotechnical Deliverables                             | No                    |            |      |      |               |                                                                                                                                                                                                           |
| 2.1.A.H                                          | Mapping                                               | Yes                   | X          |      |      |               | EMH&T will prepare an exhibit showing the proposed intersection geometry with survey information overlaid on aerial photo background to show anticipated project footprint.                               |
| 2.1.A.I                                          | Prepare Feasibility Study                             | Yes                   | X          |      |      |               | EMH&T will provide Line, Grade, and Typical Plans for the roundabout intersection along with a geometrics report that will include performance checks including fastest path and truck turning movements. |
| <b>2.2 Perform Environmental Field Studies</b>   |                                                       |                       |            |      |      |               |                                                                                                                                                                                                           |
| 2.2.A                                            | Property Owner Notification                           | Yes                   | X          |      |      |               | Will be needed if federal funds are used for construction.                                                                                                                                                |
| 2.2.B                                            | Phase I Cultural Resource History/Architecture Survey | Unlikely              | X          |      |      |               |                                                                                                                                                                                                           |
| 2.2.C                                            | Ecological Survey Report                              | Likely                | X          |      |      |               | Will be needed if federal funds are used for construction.                                                                                                                                                |
| 2.2.D                                            | Environmental Site Assessment Screening               | Likely                | X          |      |      |               | Will be needed if federal funds are used for construction.                                                                                                                                                |
| 2.2.E                                            | Social and Economic Resources                         | Unlikely              | X          |      |      |               |                                                                                                                                                                                                           |
| 2.2.F                                            | 4(f) determinations                                   | Unlikely              | X          |      |      |               |                                                                                                                                                                                                           |
| 2.2.G                                            | Stakeholder Public Involvement                        | Yes                   | X          | X    | X    |               | EMH&T: plan, organize, and lead one stakeholder meeting and two PI meetings. We will provide graphics and education materials, as well as three staff members to attend each meeting.                     |
| 2.2.H                                            | Preliminary Noise Analysis                            | No                    | X          |      |      |               |                                                                                                                                                                                                           |

**Exhibit A - Task Selection - Path 2**  
**Howe Rd/Shurmer Rd Intersection**  
**October 24, 2018**

| Task #                                       | Task                                                                                                      | Task Needed - Path #2 | Consultant | City | ODOT | If Authorized | Project Specific Comments |
|----------------------------------------------|-----------------------------------------------------------------------------------------------------------|-----------------------|------------|------|------|---------------|---------------------------|
| <b>2.3 AER Design</b>                        |                                                                                                           |                       |            |      |      |               |                           |
| <b>2.3.A Field Survey and Aerial Mapping</b> |                                                                                                           |                       |            |      |      |               |                           |
| 2.3.A.A                                      | Project Control, Benchmarks, and Reference Points                                                         | Yes                   | X          |      |      |               |                           |
| 2.3.A.B                                      | Monumentation recovery                                                                                    | Yes                   | X          |      |      |               |                           |
| 2.3.A.C                                      | Base Mapping (incl. field verify.)                                                                        | Yes                   | X          |      |      |               |                           |
| 2.3.A.D                                      | Drainage Survey (stream cross sections)                                                                   | No                    |            |      |      |               |                           |
| 2.3.A.E                                      | Bridge Survey                                                                                             | No                    |            |      |      |               |                           |
| 2.3.A.F                                      | Establish property lines, tax id, & ownerships on base map                                                | Yes                   | X          |      |      |               |                           |
| <b>2.3.B Roadway</b>                         |                                                                                                           |                       |            |      |      |               |                           |
| 2.3.B.A                                      | Design Criteria                                                                                           | No                    |            |      |      |               |                           |
| 2.3.B.B                                      | Conceptual Typical Sections                                                                               | No                    |            |      |      |               |                           |
| 2.3.B.C                                      | Horizontal Alignment and Vertical Profile - Mainline                                                      | No                    |            |      |      |               |                           |
| 2.3.B.D                                      | Plan and Profile - Crossroads                                                                             | No                    |            |      |      |               |                           |
| 2.3.B.E                                      | Plan and Profile - Ramps                                                                                  | No                    |            |      |      |               |                           |
| 2.3.B.F                                      | Conceptual cross sections                                                                                 | No                    |            |      |      |               |                           |
| 2.3.B.G                                      | Interchange Geometrics                                                                                    | No                    |            |      |      |               |                           |
| 2.3.B.H                                      | Analyze Drive locations                                                                                   | No                    |            |      |      |               |                           |
| 2.3.B.I                                      | Identify Construction Limits                                                                              | No                    |            |      |      |               |                           |
| 2.3.B.J                                      | Preliminary Pavement Design                                                                               | No                    |            |      |      |               |                           |
| <b>2.3.C Drainage</b>                        |                                                                                                           |                       |            |      |      |               |                           |
| 2.3.C.A                                      | Drainage Design Criteria Forms (LD-35)                                                                    | No                    |            |      |      |               |                           |
| 2.3.C.B                                      | LD-33 Form (Contact County Engineer)                                                                      | No                    |            |      |      |               |                           |
| 2.3.C.C                                      | Hydraulically size all major storm sewer trunk lines                                                      | No                    |            |      |      |               |                           |
| 2.3.C.D                                      | Conceptual Storm Sewer Locations                                                                          | No                    |            |      |      |               |                           |
| 2.3.C.E                                      | Perform preliminary hydraulic analysis for culverts                                                       | No                    |            |      |      |               |                           |
| 2.3.C.F                                      | Conceptual BMP                                                                                            | No                    |            |      |      |               |                           |
| 2.3.C.G                                      | Estimate impact to wetlands, streams, & other regulated waters of the US and potential wetland mitigation | No                    |            |      |      |               |                           |

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| 2.3.D   | Traffic Control                                                                 |                       |            |      |      |               |                                                                                                                            |
| 2.3.D.A | Documentation of Proprietary Bid Justification                                  | No                    |            |      |      |               |                                                                                                                            |
| 2.3.D.B | Documentation of alternate bid considerations for signal and lighting equipment | No                    |            |      |      |               |                                                                                                                            |
| 2.3.E   | Signals                                                                         |                       |            |      |      |               |                                                                                                                            |
| 2.3.E.A | Signal Warrant Analysis                                                         | No                    |            |      |      |               |                                                                                                                            |
| 2.3.F   | Maintenance of Traffic                                                          |                       |            |      |      |               |                                                                                                                            |
| 2.3.F.A | MOTAA including Queue Analysis (for interstate or interstate look-alikes)       | No                    |            |      |      |               |                                                                                                                            |
| 2.3.F.B | MOT investigations (for non-interstate or non-interstate look-alikes)           | No                    |            |      |      |               |                                                                                                                            |
| 2.3.F.C | Lane Closure Exception Request (MOTEC)                                          | No                    |            |      |      |               |                                                                                                                            |
| 2.3.G   | Utilities                                                                       |                       |            |      |      |               |                                                                                                                            |
| 2.3.G.A | Utility Coordination and Documentation                                          | Yes                   | X          |      |      |               | EMH&T will coordinate with existing utilities for the purposes of base map preparation and identification of prior rights. |
| 2.3.G.B | Subsurface Utility Engineering                                                  | No                    |            |      |      |               |                                                                                                                            |
| 2.3.H   | Miscellaneous                                                                   |                       |            |      |      |               |                                                                                                                            |
| 2.3.H.A | Analyze and coordinate impacts on FEMA flood zones                              | No                    |            |      |      |               |                                                                                                                            |
| 2.3.H.B | Determine permissible location for waste and borrow                             | No                    |            |      |      |               |                                                                                                                            |
| 2.3.H.C | Determine potential locations for retaining walls                               | No                    |            |      |      |               |                                                                                                                            |
| 2.3.H.D | Determine Lighting needs - investigate warrants                                 | No                    |            |      |      |               |                                                                                                                            |
| 2.3.H.E | Identify potential total take parcels                                           | No                    |            |      |      |               |                                                                                                                            |
| 2.3.H.F | Railroad Coordination                                                           | No                    |            |      |      |               |                                                                                                                            |
| 2.3.H.G | Evaluate aesthetic options                                                      | No                    |            |      |      |               |                                                                                                                            |
| 2.3.H.H | Value Engineering                                                               | No                    |            |      |      |               |                                                                                                                            |
| 2.3.H.I | Determine need for Design Exception                                             | No                    |            |      |      |               |                                                                                                                            |
| 2.4     | Prepare Cost Estimates                                                          |                       |            |      |      |               |                                                                                                                            |
| 2.4.A   | Roadway/Interchange Costs                                                       | Yes                   | X          |      |      |               | A preliminary opinion of cost will be provided as part of the Feasibility Study.                                           |
| 2.4.B   | Right of Way Costs                                                              | Yes                   | X          |      |      |               | A preliminary opinion of cost will be provided as part of the Feasibility Study.                                           |
| 2.4.C   | Utility                                                                         | Yes                   | X          |      |      |               | A preliminary opinion of cost will be provided as part of the Feasibility Study.                                           |

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| <b>2.5 AER Submittal and Other Studies</b> |                                                                                 |                       |            |      |      |               |                                                                                 |
| 2.5.A                                      | Prepare Alternative Evaluation Report                                           | No                    |            |      |      |               |                                                                                 |
| 2.5.B                                      | Certified Traffic for Preferred Alternative                                     | No                    |            |      |      |               |                                                                                 |
| 2.5.C                                      | Prepare Access Point Request (IMS/IIS)                                          | No                    |            |      |      |               |                                                                                 |
| <b>2.5.D Structures</b>                    |                                                                                 |                       |            |      |      |               |                                                                                 |
| 2.5.D.A                                    | Bridge Structure Type Study (break out each bridge separately)                  | No                    |            |      |      |               |                                                                                 |
| 2.5.D.B                                    | Complete bridge hydraulic study and scour analysis                              | No                    |            |      |      |               |                                                                                 |
| 2.5.E                                      | Retaining wall justification                                                    | No                    |            |      |      |               |                                                                                 |
| <b>2.6 Coordination Point</b>              |                                                                                 |                       |            |      |      |               |                                                                                 |
| 2.6.A                                      | Public Involvement meeting - Attendance                                         | Yes                   | X          |      |      |               |                                                                                 |
| 2.6.B                                      | Public Involvement - Preparation of Handouts, comment sheets and sign-in sheets | Yes                   | X          |      |      |               |                                                                                 |
| 2.6.C                                      | Public Involvement transcript/Meeting Minutes                                   | Yes                   | X          |      |      |               |                                                                                 |
| 2.6.D                                      | Preparation of Exhibits                                                         | Yes                   | X          |      |      |               |                                                                                 |
| <b>2.7 Stage 1 Design</b>                  |                                                                                 |                       |            |      |      |               |                                                                                 |
| <b>2.7.A Roadway</b>                       |                                                                                 |                       |            |      |      |               |                                                                                 |
| 2.7.A.A                                    | Update Title Sheet                                                              | No                    |            |      |      |               | EMH&T: Assumes that Stage 1 will be combined with Stage 2 plans - see Step 3.3. |
| 2.7.A.B                                    | General Notes                                                                   | Yes                   | X          |      |      |               |                                                                                 |
| 2.7.A.C                                    | Schematic Plan                                                                  | No                    |            |      |      |               | EMH&T: Assumes that Stage 1 will be combined with Stage 2 plans - see Step 3.3. |
| 2.7.A.D                                    | Update Typical Sections                                                         | Yes                   | X          |      |      |               |                                                                                 |
| 2.7.A.E                                    | Update Plan and Profile - Mainline                                              | No                    |            |      |      |               | EMH&T: Assumes that Stage 1 will be combined with Stage 2 plans - see Step 3.3. |
| 2.7.A.E                                    | Update Cross Sections                                                           | No                    |            |      |      |               | EMH&T: Assumes that Stage 1 will be combined with Stage 2 plans - see Step 3.3. |
| 2.7.A.F                                    | Update Plan and Profile - Crossroads                                            | No                    |            |      |      |               | EMH&T: Assumes that Stage 1 will be combined with Stage 2 plans - see Step 3.3. |
| 2.7.A.G                                    | Update Plan and Profile - Ramps                                                 | No                    |            |      |      |               | EMH&T: Assumes that Stage 1 will be combined with Stage 2 plans - see Step 3.3. |
| 2.7.A.H                                    | Superelevation Table                                                            | No                    |            |      |      |               |                                                                                 |
| 2.7.A.I                                    | Intersection Details                                                            | No                    |            |      |      |               | EMH&T: Assumes that Stage 1 will be combined with Stage 2 plans - see Step 3.3. |
| 2.7.A.J                                    | Update Interchange Geometries & Details                                         | No                    |            |      |      |               |                                                                                 |
| 2.7.A.K                                    | Driveway Details                                                                | No                    |            |      |      |               | EMH&T: Assumes that Stage 1 will be combined with Stage 2 plans - see Step 3.3. |
| 2.7.A.L                                    | Design Exception Request                                                        | No                    |            |      |      |               |                                                                                 |



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| 2.7.B   | Drainage                                                        |                       |            |      |      |               |                                                                                                           |
| 2.7.B.A | Storm Sewer Profiles                                            | No                    |            |      |      |               | EMH&T: Assumes that Stage 1 will be combined with Stage 2 plans - see Step 3.3.                           |
| 2.7.B.B | Culvert Detail Sheet                                            | No                    |            |      |      |               |                                                                                                           |
| 2.7.B.C | Channel Relocation Details & Section Sheets                     | No                    |            |      |      |               |                                                                                                           |
| 2.7.B.D | Drainage Calculations                                           | Yes                   | X          |      |      |               |                                                                                                           |
| 2.7.B.E | BMP Design                                                      | Yes                   | X          |      |      |               |                                                                                                           |
| 2.7.C   | Utilities                                                       |                       |            |      |      |               |                                                                                                           |
| 2.7.C.A | Utility Coordination and Documentation                          | No                    |            |      |      |               | EMH&T: Assumes that Stage 1 will be combined with Stage 2 plans - see Step 3.3.                           |
| 2.7.C.B | Description or proposed water and/or sewer work                 | No                    |            |      |      |               | EMH&T: Assumes that adjustments to water and sewer facilities will be detailed in the construction plans. |
| 2.7.C.C | Subsurface Utility Engineering (SUE)                            | No                    |            |      |      |               |                                                                                                           |
| 2.7.D   | Geotechnical Services                                           |                       |            |      |      |               |                                                                                                           |
| 2.7.D.A | Geotechnical Services and Report                                | No                    |            |      |      |               | EMH&T: We will assume excavate and replace based on historical data.                                      |
| 2.7.E   | Retaining Wall Plans                                            |                       |            |      |      |               |                                                                                                           |
| 2.7.E.A | Wall Locations                                                  | No                    |            |      |      |               |                                                                                                           |
| 2.7.E.B | Wall Elevations                                                 | No                    |            |      |      |               |                                                                                                           |
| 2.7.E.C | Wall Type                                                       | No                    |            |      |      |               |                                                                                                           |
| 2.7.E.D | Footing depth and foundation type                               | No                    |            |      |      |               |                                                                                                           |
| 2.7.F   | Structures - Design Report                                      |                       |            |      |      |               |                                                                                                           |
| 2.7.F.A | Bridge Design Report                                            | No                    |            |      |      |               |                                                                                                           |
| 2.7.F.B | Final Structure Site Plan                                       | No                    |            |      |      |               |                                                                                                           |
| 2.7.F.C | Supplemental Site Plan for waterway crossing                    | No                    |            |      |      |               |                                                                                                           |
| 2.7.F.D | Supplemental Site Plan for Railway Crossing                     | No                    |            |      |      |               |                                                                                                           |
| 2.7.G   | Miscellaneous                                                   |                       |            |      |      |               |                                                                                                           |
| 2.7.G.A | Perform Airway/Highway clearance analysis                       | No                    |            |      |      |               |                                                                                                           |
| 2.7.G.B | Service Road Justification                                      | No                    |            |      |      |               |                                                                                                           |
| 2.7.G.C | Finalize Pavement Build up and subsurface drainage requirements | Yes                   | X          |      |      |               |                                                                                                           |
| 2.7.G.D | Prepare Pedestrian Overpass Justification                       | No                    |            |      |      |               |                                                                                                           |
| 2.7.G.E | RR Coordination                                                 | No                    |            |      |      |               |                                                                                                           |
| 2.7.G.F | ITS - Systems Engineering Analysis                              | No                    |            |      |      |               |                                                                                                           |

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| 2.7.H   | Prepare C2 Cost Estimates and Update Milestones        |                       |            |      |      |               |                                                                                 |
| 2.7.H.A | Roadway/Interchange Costs                              | No                    |            |      |      |               | EMH&T: Assumes that Stage 1 will be combined with Stage 2 plans - see Step 3.3. |
| 2.7.H.B | Local Road                                             | No                    |            |      |      |               |                                                                                 |
| 2.7.H.C | Right of Way                                           | No                    |            |      |      |               | EMH&T: Assumes that Stage 1 will be combined with Stage 2 plans - see Step 3.3. |
| 2.7.H.D | Utility                                                | No                    |            |      |      |               | EMH&T: Assumes that Stage 1 will be combined with Stage 2 plans - see Step 3.3. |
| 2.8     | Project Management for Preliminary Engineering Phase   |                       |            |      |      |               |                                                                                 |
| 2.8.A   | Meetings                                               | No                    |            |      |      |               | EMH&T: Assumes that Stage 1 will be combined with Stage 2 plans - see Step 3.3. |
| 2.8.B   | General Oversight                                      | No                    |            |      |      |               | EMH&T: Assumes that Stage 1 will be combined with Stage 2 plans - see Step 3.3. |
| 3       | Environmental Engineering Phase                        |                       |            |      |      |               |                                                                                 |
| 3.1     | Environmental Field Studies and Refined Impacts        |                       |            |      |      |               |                                                                                 |
| 3.1.A   | Phase I & II Cultural Archaeological                   | Unlikely              |            |      |      |               |                                                                                 |
| 3.1.B   | Phase II Cultural Resource History/Architecture Survey | Unlikely              |            |      |      |               |                                                                                 |
| 3.1.C   | Section 4 (f) Evaluation                               | Unlikely              |            |      |      |               |                                                                                 |
| 3.1.D   | Phase I Environmental Site Assessment                  | Unlikely              |            |      |      |               |                                                                                 |
| 3.1.E   | Farmland Studies                                       | Unlikely              |            |      |      |               |                                                                                 |
| 3.1.F   | Secondary and Cumulative Review                        | No                    |            |      |      |               |                                                                                 |
| 3.1.G   | Address NEPA Specific Environmental Justice Issues     | Unlikely              |            |      |      |               |                                                                                 |
| 3.1.H   | Relocation Assistance Program Conceptual Survey        | Unlikely              |            |      |      |               |                                                                                 |
| 3.1.I   | Biological Assessment for Federally Listed Species     | Unlikely              |            |      |      |               |                                                                                 |
| 3.1.J   | Final Noise Analysis                                   | Unlikely              |            |      |      |               |                                                                                 |
| 3.1.K   | Continued Coordination with Floodplain Coordinator     | No                    |            |      |      |               |                                                                                 |
| 3.1.L   | Determine Right of Way Encroachments                   | Yes                   | X          |      |      |               |                                                                                 |
| 3.1.M   | Determine Potential Right of Way from Railway          | No                    |            |      |      |               |                                                                                 |
| 3.1.O   | Prepare Waterway Permit Determination Package/Permits  | Unlikely              |            |      |      |               |                                                                                 |
| 3.1.P   | Stream and Wetland Opportunities Inventory Report      | Unlikely              |            |      |      |               |                                                                                 |
| 3.1.Q   | Phase II Environmental Site Assessment                 | No                    |            |      |      |               |                                                                                 |
| 3.2     | Stage 1 Value Engineering                              |                       |            |      |      |               |                                                                                 |
| 3.2.A   | Value Engineering Study and Report                     | No                    |            |      |      |               |                                                                                 |

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|------------------------------|----------------------------------------------------------------------|-----------------------|------------|------|------|---------------|-------------------------------------------------------------------------------|
| 3.3 Stage 2                  |                                                                      |                       |            |      |      |               |                                                                               |
| 3.3.A Roadway                |                                                                      |                       |            |      |      |               |                                                                               |
| 3.3.A.A                      | Update Title Sheet                                                   | Yes                   | X          |      |      |               |                                                                               |
| 3.3.A.B                      | Update Schematic                                                     | Yes                   | X          |      |      |               | EMH&T: includes centerline schematic and roundabout baseline schematic plans. |
| 3.3.A.C                      | Update Plan and Profile - Mainline                                   | Yes                   | X          |      |      |               |                                                                               |
| 3.3.A.D                      | Update Plan and Profile - Crossroads                                 | Yes                   | X          |      |      |               |                                                                               |
| 3.3.A.E                      | Update Plan and profile - Ramps                                      | No                    |            |      |      |               |                                                                               |
| 3.3.A.F                      | Update Cross Sections                                                | Yes                   | X          |      |      |               |                                                                               |
| 3.3.A.H                      | Update Intersection Details                                          | Yes                   | X          |      |      |               |                                                                               |
| 3.3.A.I                      | Update Interchange Geometrics & Details                              | No                    |            |      |      |               |                                                                               |
| 3.3.B Drainage               |                                                                      |                       |            |      |      |               |                                                                               |
| 3.3.B.A                      | Update Storm Sewer Profiles                                          | Yes                   | X          |      |      |               |                                                                               |
| 3.3.B.B                      | Update Culvert Detail Sheets including headwall and wingwall details | No                    |            |      |      |               |                                                                               |
| 3.3.B.C                      | Update Channel Relocation Details                                    | No                    |            |      |      |               |                                                                               |
| 3.3.B.D                      | Underdrain details                                                   | Yes                   | X          |      |      |               |                                                                               |
| 3.3.B.E                      | Update BMP Details                                                   | Yes                   | X          |      |      |               |                                                                               |
| 3.3.B.F                      | Drainage for Maintenance of Traffic                                  | No                    |            |      |      |               |                                                                               |
| 3.3.C Traffic Control        |                                                                      |                       |            |      |      |               |                                                                               |
| 3.3.C.A                      | Pavement Marking Plan                                                | Yes                   | X          |      |      |               |                                                                               |
| 3.3.C.B                      | Update Signing Plan                                                  | Yes                   | X          |      |      |               |                                                                               |
| 3.3.C.C                      | Update Systems Engineering Analysis                                  | No                    |            |      |      |               |                                                                               |
| 3.3.D Signal Plan            |                                                                      |                       |            |      |      |               |                                                                               |
| 3.3.D.A                      | Signal Plan Sheets                                                   | No                    |            |      |      |               |                                                                               |
| 3.3.D.B                      | Interconnect Details                                                 | No                    |            |      |      |               |                                                                               |
| 3.3.E Maintenance of Traffic |                                                                      |                       |            |      |      |               |                                                                               |
| 3.3.E.A                      | Finalize MOT Plans                                                   | Yes                   | X          |      |      |               |                                                                               |

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| 3.3.F     | Lighting Plan                                       |                       |            |      |      |               |                           |
| 3.3.F.A   | Lighting Analysis, Voltage Drop Calculations        | Yes                   | X          |      |      |               |                           |
| 3.3.F.B   | Power/Circuit Layout & Details                      | Yes                   | X          |      |      |               |                           |
| 3.3.F.C   | Lighting Plan and Details                           | Yes                   | X          |      |      |               |                           |
| 3.3.G     | Landscape Plan                                      |                       |            |      |      |               |                           |
| 3.3.G.A   | Landscape Plan and Details                          | Yes                   | X          |      |      |               |                           |
| 3.3.G.B   | General Notes                                       | Yes                   | X          |      |      |               |                           |
| 3.3.H     | Noise Wall Details                                  |                       |            |      |      |               |                           |
| 3.3.H.A   | Noise Wall Plan and Details                         | No                    |            |      |      |               |                           |
| 3.3.I     | Bridge Plans (break out for each bridge separately) |                       |            |      |      |               |                           |
| 3.3.I.A   | Update Site Plan                                    | No                    |            |      |      |               |                           |
| 3.3.I.B   | General Plan                                        | No                    |            |      |      |               |                           |
| 3.3.I.C   | General Notes                                       | No                    |            |      |      |               |                           |
| 3.3.I.D   | Stage Construction Detail Sheets                    | No                    |            |      |      |               |                           |
| 3.3.I.E   | Abutment Details                                    | No                    |            |      |      |               |                           |
| 3.3.I.F   | Pier Details                                        | No                    |            |      |      |               |                           |
| 3.3.I.G   | Screed Elevations                                   | No                    |            |      |      |               |                           |
| 3.3.I.H   | Superstructure                                      |                       |            |      |      |               |                           |
| 3.3.I.H.1 | Transverse Section                                  | No                    |            |      |      |               |                           |
| 3.3.I.H.2 | Deck Plan                                           | No                    |            |      |      |               |                           |
| 3.3.I.H.3 | Design and Analysis                                 | No                    |            |      |      |               |                           |
| 3.3.I.H.4 | Framing Plan                                        | No                    |            |      |      |               |                           |
| 3.3.I.H.5 | Bearings                                            | No                    |            |      |      |               |                           |
| 3.3.I.H.6 | Girder Details                                      | No                    |            |      |      |               |                           |
| 3.3.I.H.7 | Enddams                                             | No                    |            |      |      |               |                           |
| 3.3.I.H.8 | Camber Diagrams                                     | No                    |            |      |      |               |                           |
| 3.3.I.I   | Structure Rating & Analysis                         | No                    |            |      |      |               |                           |

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| 3.3.J   | Utilities                                      |                       |            |      |      |               |                                                                                                                      |
| 3.3.J.A | Utility Coordination and Documentation         | Yes                   | X          |      |      |               |                                                                                                                      |
| 3.3.J.B | Water Works Plan                               | Yes                   | X          |      |      |               | EMH&T: fee is based upon only minor adjustments to existing facilities.                                              |
| 3.3.J.C | Sanitary Sewer Plans                           | No                    |            |      |      |               |                                                                                                                      |
| 3.3.K   | Geotechnical Services                          |                       |            |      |      |               |                                                                                                                      |
| 3.3.K.A | Finalize Geotechnical Investigation and Report | No                    |            |      |      |               | EMH&T: We will assume excavate and replace based on historical data.                                                 |
| 3.4     | Right of Way Plans                             |                       |            |      |      |               |                                                                                                                      |
| 3.4.A   | Preliminary Right of Way Plans                 |                       |            |      |      |               |                                                                                                                      |
| 3.4.A.A | Legend Sheet                                   | Yes                   | X          |      |      |               |                                                                                                                      |
| 3.4.A.B | Centerline Survey Plat                         | Yes                   | X          |      |      |               |                                                                                                                      |
| 3.4.A.C | Property Map                                   | Yes                   | X          |      |      |               |                                                                                                                      |
| 3.4.A.D | Summary of Additional Right of Way             | Yes                   | X          |      |      |               |                                                                                                                      |
| 3.4.A.E | Detailed ROW Plan Sheets                       | Yes                   | X          |      |      |               |                                                                                                                      |
| 3.4.A.F | Special Plats                                  | No                    |            |      |      |               |                                                                                                                      |
| 3.4.A.G | Legal Descriptions                             | Yes                   | X          |      |      |               |                                                                                                                      |
| 3.4.A.H | Legal Descriptions for Railroad Parcels        | No                    |            |      |      |               |                                                                                                                      |
| 3.4.A.I | Closure Calculations                           | Yes                   | X          |      |      |               |                                                                                                                      |
| 3.4.A.J | Right-of-Way Acquisition Estimate              | No                    |            |      |      |               | EMH&T: a subconsultant is not currently on the team, we can add this or the City can use one they are familiar with. |
| 3.4.B   | Final Right of Way Plans                       |                       |            |      |      |               |                                                                                                                      |
| 3.4.B.A | Field Review & Verify Property Owners          | Yes                   | X          |      |      |               |                                                                                                                      |
| 3.4.B.B | Final Legal Descriptions and Final Closures    | Yes                   | X          |      |      |               |                                                                                                                      |
| 3.4.B.C | Set R/W Pins after acquisition                 | Yes                   | X          |      |      |               |                                                                                                                      |
| 3.5     | Prepare Environmental Document                 |                       |            |      |      |               |                                                                                                                      |
| 3.5.A   | Prepare Environmental Document                 | Yes                   | X          |      |      |               | Will be needed if federal funds are used for construction.                                                           |
| 3.6     | Environmental Commitments and Plan Notes       |                       |            |      |      |               |                                                                                                                      |
| 3.6.A   | Environmental Commitment Plan Notes            | Unlikely              | X          |      |      |               |                                                                                                                      |

**Exhibit A - Task Selection - Path 2**  
**Howe Rd/Shurmer Rd Intersection**  
**October 24, 2018**

| Task # | Task                                                              | Task Needed - Path #2 | Consultant | City | ODOT | If Authorized | Project Specific Comments                                                                                                                                                                       |
|--------|-------------------------------------------------------------------|-----------------------|------------|------|------|---------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|        | <b>3.7 Final Mitigation Plans Coordination</b>                    |                       |            |      |      |               |                                                                                                                                                                                                 |
|        | 3.7.A Mitigation for Cultural Resources                           | No                    |            |      |      |               |                                                                                                                                                                                                 |
|        | 3.7.B Mitigation for Streams                                      | No                    |            |      |      |               |                                                                                                                                                                                                 |
|        | 3.7.C Mitigation for Wetlands                                     | No                    |            |      |      |               |                                                                                                                                                                                                 |
|        | 3.7.D Mitigation Plan for Other Features                          | No                    |            |      |      |               |                                                                                                                                                                                                 |
|        | <b>3.8 Prepare Cost Estimates and Revise Milestone</b>            |                       |            |      |      |               |                                                                                                                                                                                                 |
|        | 3.8.A Roadway/Interchange Costs                                   | Yes                   | X          |      |      |               |                                                                                                                                                                                                 |
|        | 3.8.B Local Road                                                  | No                    |            |      |      |               |                                                                                                                                                                                                 |
|        | 3.8.C Structures                                                  | No                    |            |      |      |               |                                                                                                                                                                                                 |
|        | 3.8.D Utility                                                     | Yes                   | X          |      |      |               |                                                                                                                                                                                                 |
|        | <b>3.9 Project Management for Environmental Engineering Phase</b> |                       |            |      |      |               |                                                                                                                                                                                                 |
|        | 3.9.A Meetings                                                    | Yes                   | X          |      |      |               | EMH&T: fee is based upon one in-person project meeting to be held following the Feasibility Study layout, prior to final design. Other meetings will be held by conference call/screen sharing. |
|        | 3.9.B General Oversight                                           | Yes                   | X          |      |      |               |                                                                                                                                                                                                 |
|        | <b>4 Final Engineering and R/W Phase</b>                          |                       |            |      |      |               |                                                                                                                                                                                                 |
|        | <b>4.1 Right of Way Acquisition</b>                               |                       |            |      |      |               |                                                                                                                                                                                                 |
|        | 4.1.A Right of Way Acquisition                                    | Yes                   |            | X    |      |               | EMH&T: City will hire acquisition consultant under separate contract.                                                                                                                           |

**Exhibit A - Task Selection - Path 2**  
**Howe Rd/Shurmer Rd Intersection**  
**October 24, 2018**

| Task #                                   | Task                                                 | Task Needed - Path #2 | Consultant | City | ODOT | If Authorized | Project Specific Comments |
|------------------------------------------|------------------------------------------------------|-----------------------|------------|------|------|---------------|---------------------------|
| <b>4.2 Stage 3 Detailed Design Plans</b> |                                                      |                       |            |      |      |               |                           |
| <b>4.2.A Quantities and Notes</b>        |                                                      |                       |            |      |      |               |                           |
| 4.2.A.A                                  | Pavement Subsummary                                  | Yes                   | X          |      |      |               |                           |
| 4.2.A.B                                  | Drainage Subsummary                                  | Yes                   | X          |      |      |               |                           |
| 4.2.A.C                                  | Roadway Subsummary                                   | Yes                   | X          |      |      |               |                           |
| 4.2.A.D                                  | Earthwork and Seeding Subsummary                     | Yes                   | X          |      |      |               |                           |
| 4.2.A.E                                  | Maintenance of Traffic Subsummary                    | Yes                   | X          |      |      |               |                           |
| 4.2.A.F                                  | Pavement Marking Subsummary and Plans                | Yes                   | X          |      |      |               |                           |
| 4.2.A.G                                  | Signing Subsummary                                   | Yes                   | X          |      |      |               |                           |
| 4.2.A.H                                  | Signal Subsummary                                    | No                    |            |      |      |               |                           |
| 4.2.A.I                                  | Noise Wall Subsummary                                | No                    |            |      |      |               |                           |
| 4.2.A.J                                  | Retaining Wall Subsummary                            | No                    |            |      |      |               |                           |
| 4.2.A.K                                  | Lighting Subsummary                                  | Yes                   | X          |      |      |               |                           |
| 4.2.A.L                                  | Landscape Subsummary                                 | Yes                   | X          |      |      |               |                           |
| 4.2.A.M                                  | General Summary Sheet                                | Yes                   | X          |      |      |               |                           |
| 4.2.A.N                                  | Bridge Estimated Quantities Sheet                    | No                    |            |      |      |               |                           |
| 4.2.A.O                                  | Reinforcing Steel Schedule                           | No                    |            |      |      |               |                           |
| 4.2.A.P                                  | Update of General Notes                              | Yes                   | X          |      |      |               |                           |
| <b>4.2.B Traffic Signal Plans</b>        |                                                      |                       |            |      |      |               |                           |
| 4.2.B.A                                  | Wiring diagram & pole orientation                    | No                    |            |      |      |               |                           |
| 4.2.B.B                                  | Timing Chart                                         | No                    |            |      |      |               |                           |
| <b>4.2.C Signing Plans</b>               |                                                      |                       |            |      |      |               |                           |
| 4.2.C.A                                  | Elevation View of Major Signs                        | No                    |            |      |      |               |                           |
| 4.2.D                                    | Geotechnical                                         | No                    |            |      |      |               |                           |
| <b>4.2.E Miscellaneous</b>               |                                                      |                       |            |      |      |               |                           |
| 4.2.E.A                                  | Obtain Railroad Agreement                            | No                    |            |      |      |               |                           |
| 4.2.E.B                                  | Prepare FAA Form 7460-1 for Airway/Highway Clearance | No                    |            |      |      |               |                           |
| 4.2.E.C                                  | Project Site Plan                                    | Yes                   | X          |      |      |               |                           |
| 4.2.E.D                                  | Update Systems Engineering Analysis                  | No                    |            |      |      |               |                           |

**Exhibit A - Task Selection - Path 2**  
**Howe Rd/Shurmer Rd Intersection**  
**October 24, 2018**

| Task # | Task                                                            | Task Needed - Path #2 | Consultant | City | ODOT | If Authorized | Project Specific Comments                                                                                                                                                                       |
|--------|-----------------------------------------------------------------|-----------------------|------------|------|------|---------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 4.3    | Prepare Cost Estimates and Revise Milestone                     |                       |            |      |      |               |                                                                                                                                                                                                 |
| 4.3.A  | Roadway/Interchange Costs                                       | Yes                   | X          |      |      |               |                                                                                                                                                                                                 |
| 4.3.B  | Local Road                                                      | No                    |            |      |      |               |                                                                                                                                                                                                 |
| 4.3.C  | Right of Way                                                    | Yes                   |            | X    |      |               | EMH&T: we anticipate that right-of-way estimates at this stage would be provided by the City's acquisition consultant.                                                                          |
| 4.3.D  | Structures                                                      | No                    |            |      |      |               |                                                                                                                                                                                                 |
| 4.3.E  | Utility                                                         | Yes                   | X          |      |      |               |                                                                                                                                                                                                 |
| 4.4    | Final Plan Package                                              |                       |            |      |      |               |                                                                                                                                                                                                 |
| 4.4.A  | Submission of Final Tracings and Documentation                  | Yes                   | X          |      |      |               |                                                                                                                                                                                                 |
| 4.5    | Project Management for Final Engineering and Right of Way Phase |                       |            |      |      |               |                                                                                                                                                                                                 |
| 4.5.A  | Meetings                                                        | Yes                   | X          |      |      |               | EMH&T: fee is based upon one in-person project meeting to be held following the Feasibility Study layout, prior to final design. Other meetings will be held by conference call/screen sharing. |
| 4.5.B  | General Oversight                                               | Yes                   | X          |      |      |               |                                                                                                                                                                                                 |
| 4.6    | Pre-Bid Activities                                              |                       |            |      |      |               |                                                                                                                                                                                                 |
| 4.6.A  | Pre-Bid Questions                                               | Yes                   | X          |      |      |               |                                                                                                                                                                                                 |
| 5      | Construction Phase                                              |                       |            |      |      |               |                                                                                                                                                                                                 |
| 5.1    | On-going services during Construction                           |                       |            |      |      |               |                                                                                                                                                                                                 |
| 5.1.A  | On-going Services During Construction                           | No                    |            |      |      |               | EMH&T: assume separate agreement for construction phase services.                                                                                                                               |



**CITY OF STRONGSVILLE, OHIO**

REQUEST FOR QUALIFICATIONS AND PROPOSALS

for

Engineering Design and Consulting Services for  
CR 188 (Howe Road) & CR 205 (Shurmer Road) Roundabout

July 13, 2018

**Submission Due**

\_\_\_\_\_ August 10, 2018 \_\_\_\_\_

CITY OF STRONGSVILLE

**LEGAL NOTICE  
REQUEST FOR QUALIFICATIONS AND PROPOSALS  
ENGINEERING DESIGN AND CONSULTING SERVICES  
CR 188 (Howe Road) & CR 205 (Shurmer Road) Roundabout**

The City of Strongsville will receive sealed qualifications and letters of interest for engineering design and consulting services, from qualified firms, in connection with the City's proposed improvement of **CR 188 (Howe Road) & CR 205 (Shurmer Road)**. The proposed Project will consist of all work necessary to convert the existing signal controlled intersection to a **ROUNDABOUT**.

It is anticipated that the selected consultant will be authorized to proceed by on or about September, 2018. Minimum qualifications for the project will include:

1. Competence to perform the required engineering design and consulting services as indicated by the technical training, education, and experience of the engineering consultant's personnel;
2. Ability in terms of workload and the availability of qualified personnel, equipment, and facilities to perform the required services competently and expeditiously;
3. Past performance as reflected by the evaluations of previous clients, including those in the public sector with respect to factors such as control of costs, quality of work, and meeting of deadlines; and
4. Maintenance or coverage by, during the period of rendering the services, of a professional liability insurance policy with a company authorized to do business in the State of Ohio, and that affords professional liability coverage for the professional design services rendered in an amount considered sufficient by the City of Strongsville, as per Ohio Revised Code Section 153.70.

Two copies of letters of interest and qualifications for engineering design and consulting services should be deposited with the City's Engineer, Kenneth P. Mikula, at 16099 Foltz Parkway, Strongsville, Ohio 44149, no later than 4:30 p.m., on Friday, August 10, 2018. NO FINANCIAL TERMS WILL BE PRESENTED WITH THE PROPOSALS, IN ACCORDANCE WITH LAW. All pertinent information, City requirements, and applicable forms may be obtained from the Office of the City Engineer at the above address between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. The City of Strongsville reserves the right to reject any or all proposals, waive any informalities or minor defects in the proposals received, and accept any proposal which it deems most favorable to the City. The City of Strongsville is an Equal Opportunity Owner/Employer.

By Order of the Council of the City of Strongsville, Ohio

Advertisements in Plain Dealer  
July 13, 2018  
July 20, 2018  
July 27, 2018

Aimee Pientka, CMC, Clerk of Council and  
Thomas P. Perciak, Mayor

**July 13, 2018**

**CR 188 (Howe Road) & CR 205 (Shurmer Road) Roundabout  
City of Strongsville, Ohio  
Response Due Date: August 10, 2018**

The City of Strongsville is requesting sealed and marked Letters of Interest (LOI) from qualified firms to provide professional engineering services for surveying, design, right of way and construction plans, contract documents and estimates, and public outreach for converting the existing signal controlled intersection of **CR 188 (Howe Road) & CR 205 (Shurmer Road)** in the City of Strongsville to a ROUNDABOUT.

**Estimated Construction Cost:** \$1,025,000

**Required Prequalification,** Combination of Prime Consultant and Subconsultants:

Non-Complex Roadway Design; Complex Roadway Design; Right of Way Plan Development; Geotechnical Engineering Services; Geotechnical Testing Laboratory; Basic Traffic Signal Design.

The plans are to be completed and on file with the City of Strongsville within four (4) months from the date of authorization.

It is anticipated that the selected Consultant will be authorized to proceed by September, 2018.

**Selection Procedures**

The City will directly select a consultant based on the Letter of Interest (LOI) submission after evaluation and ranking firms, any interviews which the City may deem necessary to conduct within its sole discretion, and then negotiation of a contract with the firm ranked number one, including negotiation of a fair and reasonable fee for the work based upon the final scope of services, in accordance with the requirements of the Ohio Revised Code Sections 153.65 - .71.

Firms interested in being considered for selection shall respond by submitting two (2) copies of the Letter of Interest by 4:30 PM on the response due date listed above. LOI's may be submitted by email, fax, or standard mail by the deadline to:

Mr. Ken Mukula, City Engineer  
City of Strongsville  
16099 Foltz Parkway  
Strongsville, Ohio 44149  
[ken.mukula@strongsville.org](mailto:ken.mukula@strongsville.org)  
(440) 580-3120

Responses received after 4:30 p.m. on the response due date will not be considered.

## Scope of Services

The anticipated Scope of Services tasks are listed below:

- Field surveys and existing conditions mapping
- Utility coordination
- Subsurface investigations
- Roadway and drainage
- Utility adjustments
- Maintenance of traffic
- Traffic signalization
- Traffic control
- Retaining walls
- Right of way
- Public Outreach
- Contract documents
- Cost estimates
- Bidding and award support services

## Requirements for Letters of Interest

### A. Instructions for Preparing and Submitting a Letter of Interest

1. Provide the information requested in the Letter of Interest Content (Item B below), in the same order listed, in a letter signed by an officer of the firm. Do not send additional forms, resumes, brochures, or other material.
2. Letters of Interest shall be limited to ten (10) 8½" x 11" single sided pages plus two (2) pages for the Project Approach (Item B.5 below).
3. Please adhere to the following requirements in preparing and binding letters of interest:
  - a. Please use a minimum font size of 12-point and maintain margins of 1" on all four sides.
  - b. Page numbers must be centered at the bottom of each page.
  - c. Use 8½" x 11" paper only.
  - d. Bind letters of interest by stapling at the upper left hand corner only. Do not utilize any other binding system.
  - e. Do not provide tabbed inserts, photographs or other features that may interfere with machine copying.

### B. Letter of Interest Content

1. List the types of services for which your firm is currently prequalified by the Ohio Department of Transportation.
2. List significant subconsultants, if any, their current prequalification categories and the percentage of work to be performed by each subconsultant.

3. List the Project Manager and other key staff members, including key subconsultant staff. Include project engineers for important disciplines and staff members that will be responsible for the work, and the project responsibility of each.

Address the experience of the key staff members on similar projects, and the staff qualifications relative to the selection subfactors noted.

4. Describe the capacity of your staff and their ability to perform the work in a timely manner, relative to present workload, and the availability of the assigned staff.
5. Provide a description of your Project Approach, not to exceed two pages. Confirm that the firm has visited the site and address your firm's: 1) Technical approach; 2) Understanding of the project; 3) Your firm's qualifications for the project; 4) Knowledge and experience concerning relevant ODOT and local standards, procedures and guidance documents; 5) Innovative ideas; 6) Your firm's project specific plan for ensuring increased quality, reduced project delivery time and reduced project costs.

Items 1 thru 5 must be included within the 10-page body of the Lol. Remaining space within the ten (10) pages may be utilized to provide personnel resumes or additional information concerning general qualifications.

## OTHER PROPOSAL REQUIREMENTS

### A. **Proposal Document Completion.**

1. **Disclosure of Ownership Interests.** The proposer is instructed to fill out and sign the Disclosure of Ownership Interests statements found in this document.
2. **Non-Collusion Affidavit.** The proposer is instructed to fill out and sign the Non-Collusion Affidavit found in this document.
3. **Proposal Execution Page.** The Proposal Execution Page (by a corporation, partnership or a sole proprietor) must be properly signed, attested, notarized and affixed with the corporate seal as applicable. Proposals failing to include the proper signatures will be deemed informal documents and may be subject to rejection and non-consideration.
4. **Other Forms.** The Proposer also shall fill out the following attached forms: Delinquent Personal Property Statement; Affirmative Action Certificate; Certification and Representations in Accordance with O.R.C. §3517.13 (As Amended); and No Unresolved Findings for Recovery.

**B. Indemnification/Insurance.** The successful proposer agrees to have sufficient liability insurance and professional liability and/or errors and omissions coverage, and to indemnify the City and hold it harmless against:

1. Any and all losses and liabilities for personal injury, death, or property damage arising out of, or as a consequence of any work performed under the contract.
2. Any and all expenses related to claims or lawsuits resulting from the above, including court costs and attorney fees.
3. Any and all expenses, penalties and damages incurred by reason of proposer's failure to obtain any permit or license under or comply with any applicable laws, ordinances or regulations.
4. Any and all errors or omissions in connection with providing the required services.

**C. Proposal Deposit.** No proposal deposit is required.

**D. Qualifying Participants.** The City has issued this RFQP and intends to contract on the basis of it with selected proposer(s).

Joint venture proposals will be accepted. If such a proposal is submitted, full data regarding each joint venturer shall be submitted and proposal documents shall be executed by each.

Proposer shall identify any subcontractor relationships, and, in such event, proposer shall assume total responsibility for all performance under the contract.

**E. Nondiscrimination.** Proposers shall not discriminate against any person on the basis of race, creed, color, national origin, handicap, gender, age or religion, or commit an unfair labor practice in the performance of the contract. The provision shall be incorporated within the provisions of any contracts entered into with any firm(s) retained or employed to perform any services in connection with the award of this contract.

**F. Proposer Site Inspection.** A duly authorized representative of the City may make such investigation as it deems necessary to determine the ability of the proposer to furnish the required services, including but not limited to making a site inspection of any of the proposer's current facilities.

**G. Additional Information.** The proposers shall be obligated to furnish to the City additional information and/or data as the City may request for the purpose of evaluating the proposal.

**H. Familiarization with Conditions.** Proposers shall be thoroughly familiar with the terms and conditions of the RFQP, and acquainted with all available information regarding difficulties which may be encountered and conditions under which the work contemplated must be accomplished.

Proposers will not be relieved from assuming all responsibility for properly identifying the problems and the estimated cost of performing the services required due to any failure to investigate the conditions, or to become acquainted with all information, schedules, and liability concerning the services to be performed.

**I. Compliance with Certain Federal and State Laws.** Proposers shall comply with applicable anti-terrorism requirements; reporting and other provisions of O.R.C. 9.23-9.239 regarding reporting obligations with respect to the State Auditor; and also with respect to the amended requirements of O.R.C. Section 3517.13 regarding limitations and restrictions on contributions to campaign committees of certain City officials.

**AFFIDAVIT**

STATE OF \_\_\_\_\_ )  
 COUNTY \_\_\_\_\_ ) **SS:**

\_\_\_\_\_, whose title is \_\_\_\_\_, being first duly sworn, deposes and says that he/she is the sole owner, authorized partner, or authorized officer or agent of \_\_\_\_\_, the party making the enclosed Proposal, and says further that said \_\_\_\_\_ (sole owner, authorized partner, or authorized officer or agent) is/are the only party/parties interested in the profits of any Contract which may result from the herein contained Proposal; that said Proposal is made without any connection or interest in the profits thereof with any other person making any other Proposal for said work; that no member of the City Administration, head of any department or division or employee therein, or any officer of the City of Strongsville, Ohio, is directly or indirectly interested therein; that said Proposal is genuine and not collusive or sham; that said Proposer has not colluded, conspired, connived, or agreed, directly or indirectly, with any other Proposer or person to put in a sham Proposal or that such person shall refrain from proposing, and has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any person, to fix the proposal price of Affiant or of that of any other Proposer, or to fix any overhead, profit, or cost element of said Proposal price or of that of any other Proposer, or to secure any advantage against the City of Strongsville, Ohio; that such Proposer has not, directly or indirectly submitted this Proposal, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof; and further says that all statements made by him/her in said Proposal are true.

Affiant further says that the list of individuals, partners, or officers and shareholders submitted herewith is made a part hereof as though fully rewritten herein.

\_\_\_\_\_  
 Affiant

SWORN TO AND SUBSCRIBED BEFORE ME, a Notary Public, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
 Notary Public



**STATEMENT AS TO INTERESTED PARTIES**

STATE OF \_\_\_\_\_ )  
                                          ) **SS:**  
COUNTY \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes and says:

**INDIVIDUAL ONLY:** That he/she is an individual who is doing business under the name of \_\_\_\_\_, at \_\_\_\_\_ in the City of \_\_\_\_\_, State of \_\_\_\_\_.

**PARTNERSHIP OR LIMITED LIABILITY COMPANY ONLY:** That he/she is the duly-authorized representative of a \_\_\_\_\_ (general/limited) partnership or limited liability company which is doing business under the name of \_\_\_\_\_ in the City of \_\_\_\_\_, State of \_\_\_\_\_.

Affiant further states that the following is a complete and accurate list of the names and addresses of the members of said partnership or limited liability company, whether they are general or limited partners or company members:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**CORPORATION ONLY:** That he/she is the duly-authorized \_\_\_\_\_ of \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_ or a foreign corporation licensed to conduct business in the State of Ohio, and that he/she is submitting herewith a Proposal to the City of Strongsville in conformity with the foregoing Specifications.

Affiant further says that the following is a complete and accurate list of the names and addresses of all persons interested in said proposed Contract including the names and addresses of all shareholders owning more than 5% of the capital stock of said corporation.

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Affiant further says that the following is a complete and accurate list of the officers, directors and attorneys of said corporation:

President: \_\_\_\_\_

Directors: \_\_\_\_\_

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Vice President: \_\_\_\_\_

Secretary: \_\_\_\_\_

Treasurer: \_\_\_\_\_

Manager/Agent \_\_\_\_\_

Attorneys: \_\_\_\_\_

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and that the following officers are duly authorized to execute contracts on behalf of said corporation:

**NAME**

**TITLE**

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

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

FURTHER AFFIANT SAYETH NAUGHT.

\_\_\_\_\_  
(Signature)

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE THIS \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Notary Public)





## AFFIRMATIVE ACTION CERTIFICATE

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

Company: \_\_\_\_\_

By: \_\_\_\_\_

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

**CERTIFICATION AND REPRESENTATIONS  
CONCERNING CAMPAIGN CONTRIBUTIONS TO CITY OFFICIALS**

In accordance with City policy and consistent with the intent of provisions of Ohio Revised Code Section 3517.13 as amended, the undersigned contractor/bidder hereby certifies and represents to the City that neither it nor any of the following have during the past two (2) years made individual contributions exceeding \$1,000.00 to any City officials or their campaign committees who have or would be involved in awarding the contract, bid or purchase order being proposed or entered into: (i) an individual; or (ii) partner or owner of partnership or unincorporated association; (iii) shareholder of association; (iv) more than 20% shareholder if a corporation; (v) administrator of estate; (vi) executor of estate; (vii) trustee of trust or; (viii) spouse of any of the above.

The undersigned further understands and acknowledges that the City can confirm and verify the above information; and that if any of these certifications or representations are false, then the City will have the discretion to prohibit and disqualify the undersigned from being awarded a contract, bid or purchase order by the City for goods or services exceeding \$500.00 in value during any calendar year.

**PROPOSER/CONTRACTOR**

\_\_\_\_\_

By: \_\_\_\_\_

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

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

STATE OF OHIO                                    )  
                                                          ) SS:  
COUNTY OF CUYAHOGA                      )

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public

**DECLARATION AND REPRESENTATION  
IN ACCORDANCE WITH O.R.C. §9.24  
(Unresolved Findings for Recovery)**

In accordance with provisions of Ohio Revised Code Section 9.24, the undersigned proposer/contractor hereby certifies and represents to the City that it does not currently have any unresolved findings for recovery against it pending with the Ohio Auditor of State. The undersigned further understands and acknowledges that pursuant to law, the City, as owner, may conduct a search of the Auditor of State's available database to verify the within information; and further that if the undersigned proposer/contractor appears on the list indicating that there are one or more unresolved findings for recovery, then it will be prohibited under law and disqualified from being awarded a contract for goods, services or construction paid for in whole or in part with state funds. Such findings may also be considered by the City in determining the lowest and best bidder/contractor, even if no state funds are involved.

**PROPOSER/CONTRACTOR**

\_\_\_\_\_

By: \_\_\_\_\_

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

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

STATE OF OHIO                            )  
                                                  ) SS:  
COUNTY OF CUYAHOGA                )

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_  
Notary Public





August 10, 2018

Ken Mikula, City Engineer  
City of Strongsville  
16099 Foltz Parkway  
Strongsville, OH 44149

Subject: Letter of Interest for CR 188 (Howe Road) & CR 205 (Shurmer Road) Roundabout

Dear Mr. Mikula,

EMH&T provides solutions throughout Ohio and will successfully deliver this project using our time-tested philosophies and depth of experience as follows:

**Roundabout Experience:** The EMH&T team has managed, studied and/or designed 45 roundabouts over the past 10 years with 21 constructed. Our engineers have the most up-to-date roundabout training and a host of lessons learned from solving unique challenges for a variety of Ohio communities. **Our project experience is addressed on pages 7-10.**

**Project Management:** Abby Cueva, PE, has a successful history leading the preliminary engineering through detailed design for simple to complex roadway projects. She supplies practical designs that meet local and ODOT specifications and is mindful of client timelines, budgets and goals, and has achieved a 10 out of 10 ODOT Consultant Evaluation Score for project management on a number of her projects. **See Abby's strengths on page 3.**

**Strength/Experience of Staff and Subconsultants:** Our staff presented for this work is ODOT prequalified, trained, and experienced working with municipal clients throughout Ohio. They have completed hundreds of projects as a team. Their strength lies in producing well-executed designs that regularly bid within budget. **See our staff resumes beginning on page 4.**


**Past Performance:** EMH&T's performance history has resulted in ODOT Consultant Evaluation Scores as high as 91% on recent projects with more than 90% of our revenues coming from repeat clients. Clearly, we understand project delivery! This team regularly meets the challenges of multiple stakeholders and fiscal constraints while bringing a thorough understanding of ODOT and local processes. **See our references on page 10.**

**Project Approach:** Our approach to project development is straightforward and streamlined. We provide continuity of competent staff assigned to the project to ensure efficient project delivery and excellent results. **See our approach beginning on page 11.**

Project Manager Abby Cueva is reachable at 614.775.4604 or her email of [acueva@emht.com](mailto:acueva@emht.com). I am also available at 614.775.4510 or [sdoyleahern@emht.com](mailto:sdoyleahern@emht.com).

We look forward to providing solutions for the City of Strongsville!

Sincerely,

  
Sandy Doyle-Ahern  
President

  
Abby Cueva, PE  
Senior Project Manager

A legacy of experience. A reputation for excellence.

5500 New Albany Road, Columbus, OH 43054 • Phone 614.775.4500 • Fax 614.775.4800

Columbus • Charlotte  
[emht.com](http://emht.com)

## Lead Firm and Subconsultants

### Lead Firm Information

EMH&T will perform 95% of the work for this contract and is ODOT prequalified in the following categories:

- Non-Complex/Complex Roadway Design
- Bicycle Facilities and Enhancement Design
- Interchange Justification/Modification Study
- Safety Studies
- Limited/Complex Right of Way Plan Development
- Bridge Design Level 1 & Level 2
- Basic Traffic Signal Design
- Traffic Signal System Design
- Limited/Complex Highway Lighting Design
- Ecological Surveys
- Environmental Document Preparation EA/EIS, CE, Section 4(f)
- Stream and Wetland Mitigation
- Waterway Permits
- Archaeological Investigations
- Historic/Architectural Investigations
- ESA Screening, Phase I ESA & Phase II ESA
- Noise Analysis and Abatement Design
- Construction Management Firm
- Cost Accounting System - Unlimited

### Subconsultant Firm Information

S&ME, Inc. is ODOT prequalified in Geotechnical Engineering Services, and Geotechnical Testing Laboratory. They will perform 5% of the work.

### Team Organization



● EMH&T ● S&ME, Inc.

## Project Leadership & Key Staff Members

### Abby Cueva, PE, Project Manager (20 hours/week)....

Abby and her team will take great pride in being an extension of your staff. She has a passion for teamwork and combines significant technical skills with her ability to bring together multiple stakeholders to find cost effective solutions on a variety of public improvement projects. Abby's strong background in project management will provide the level of experience and leadership the City expects for this project including:

- Hands-on approach through all phases of project development and a skill for balancing the preferred alternative with fiscal constraint—ensuring a comprehensive solution is developed within the project budget.
- Significant experience on ODOT designs having managed dozens of projects across the state in the last three years alone.
- Effective communication skills that advance the project in tandem with the environmental and right of way process, maintaining the project schedule with a clear vision of critical milestone dates.
- Defined project goals reached through client communication and weekly EMH&T staff meetings.



**Education:**  
BS, Civil  
Engineering, Ohio  
Northern University,  
1999

**Registered  
Professional  
Engineer:**  
OH-E-68396

A few of Abby's projects are showcased below, highlighting her project management experience:

Managed the project and design for the **Looney/Garbry Roundabout** in Piqua, Ohio—a modern roundabout with enhanced pedestrian connectivity. Developed a public communication plan to educate the community on the benefits of the proposed improvements while delivering the final design in compliance with the ODOT process.

Led the final design effort for the **Western Reserve Road (Five Points) Roundabout** in Mahoning County, Ohio—a unique five-leg roundabout that included significant utility coordination.

For the **Sarah Street Improvements** in Tiffin, Ohio, provided project management support for the reconstruction of 3,200 feet of residential street close to CSX railroad tracks. Project included sidewalks and crossings, curb replacement, streetscape lighting, landscape treatments, roadway widening, resurfacing, and enhanced pedestrian friendly access.

Managed the **Cedar Road/Brainard Road Improvements** in Cuyahoga County, Ohio. An ODOT safety project that included lane additions, pavement widening along the ramp, signal and geometry changes to allow for better flow of traffic, and the lessening of accidents for travelers.

For **Dayton-Yellow Springs Road Improvements** in Fairborn, Ohio, managed this project and addressed safety concerns and pedestrian access with the addition of turn lanes, new sidewalk and aesthetic pedestrian fence.

"EMH&T completed the preliminary study and the final engineering for the City of Fairborn's I-675 Dayton-Yellow Springs Interchange project. This was my first opportunity to work with EMH&T. Abby Cueva, the project manager, was exceptional! She exceeded my expectations in her responsiveness to Fairborn and ODOT. Abby is not only a great communicator, but excels at strategizing and problem solving. She didn't hesitate to challenge ODOT on some of their recommendations which ultimately led to a better finished product and saved money. I had a great experience with EMH&T and wouldn't hesitate to work with them again."

- Don O'Connor, City of Fairborn City Engineer (Former)

## Key Lead Firm Staff Members

We have the unique distinction of providing a one-stop shop of services from within EMH&T. Collectively, our team brings expertise in roadway and roundabout design, plan preparation, utilities, public outreach, environmental permitting, maintenance of traffic considerations, and survey. For the specialized services of geotechnical engineering, we have teamed with a partner near Strongsville and one we have a valued relationship with through a multitude of similar work.

### Jason Smallwood, PE, Roundabout Analysis (24 hours/week).....

Jason has been with EMH&T his entire 21-year career. He has been instrumental in the design of 30 roundabouts from feasibility studies through detailed design featuring both single and double lane roundabouts on moderate and high-speed roadways and 14 additional roundabout feasibility studies.



Jason's roundabout involvement extends beyond the geometric layout to include analysis, lighting, signing and pavement marking. He uses HCS, RODEL and SIDRA (roundabout capacity software) to ensure the planned design will provide the best level-of-service possible.

Jason's expertise extends to the planning and design of traffic signals, signal systems, traffic control, maintenance of traffic, and roadway lighting. His experience includes:

- Analysis of the **New Albany Road/Fodor Road Roundabout**—first roundabout open to traffic within the City of Columbus. Three-legged roundabout reduced the amount of pavement when compared to the existing conditions and was constructed while fully maintaining traffic. Single lane roundabout reduced/eliminated vehicle queues and improved access to adjacent retail developments.
- **Hyland Croy Road/Brand Road Roundabout** in Dublin, Ohio, analysis addressed unique geometry needed to accommodate a slightly skewed intersection. Roundabout was opened to traffic as a single lane roundabout, but would easily expand to a double lane roundabout should Hyland-Croy Road be widened in the future. Temporary traffic signal carts were used to address special maintenance of traffic needs associated with the close proximity to the adjacent high school.
- Analysis of the **Fields Ertel/Columbia Road Roundabout** in Hamilton/Warren counties minimized property impacts by optimizing the size of the roundabout and using the existing roadway alignment as much as practical. Analyzed the need for multiple approach speeds and abundance of residential drives within the influence area of the roundabout.
- Analysis of a three-legged roundabout at the **Leap Road/Anson Road** intersection in Hilliard, Ohio, was tailored to accommodate a large volume of truck traffic. Technically a three-legged roundabout, it incorporated a private driveway that functions as a fourth leg providing access to an adjacent trucking facility.
- Analyzed a roundabout at **Gender Road/Lithopolis Road** in Canal Winchester, Ohio, that can be easily expanded. Placement of the center of the roundabout was in a location that allowed the majority of the improvement to be constructed away from the existing intersection allowing traffic to be maintained for critical arterial traffic movements.
- Analysis of a five-legged roundabout at the **Western Reserve Road (Five Points) Roundabout** in Mahoning County, Ohio, accommodating critical traffic movements within the corridor. Understanding the need to provide traffic connectivity to businesses and commercial properties, the final design improved intersection safety without adversely affecting access points.

**Mike Brehm, PE, Roundabout Engineering (24 hours/week).....**

Mike is an experienced project manager who has been with EMH&T for his entire 15-year career. He has successfully delivered a multitude of state and local projects involving multiple jurisdictions and funding sources.



He has designed roadway projects varying from complex interchanges to modest intersection improvements including: preliminary engineering, preparation of roundabouts and roadway plans, and design for drainage, geometrics, interchanges, water mains, and utility duct banks.

Mike has personally led the design and project management for 10 constructed roundabout intersections in seven different Ohio communities and prepared studies for a dozen others. His adeptness at solving unique challenges is best demonstrated through his experience below:

- Delivered a low-impact design for the **New Albany Road/Fodor Road Roundabout** for Columbus, Ohio—the first roundabout open to traffic in the City of Columbus. The design required no right of way acquisition, maintained all traffic movements during construction through a complex construction-phasing plan, and resulted in no private utility relocations.
- Designed the expandable **Hyland-Croy Road/Brand Road Roundabout** at this skewed intersection in the City of Dublin while managing a flood-prone stream crossing and avoiding impacts to a 12-inch high-pressure natural gas main.
- Developed preliminary engineering and detailed design for the **Fields-Ertel Road/Lebanon Road/Columbia Road Roundabout** as an alternative to a traditional signalized intersection. The roundabout alternative was 50% less expensive than a signalized intersection improvement and affected 70% fewer private property owners in Warren and Hamilton counties.
- Designed the **Gender Road/Lithopolis Road Roundabout** in rapidly growing Canal Winchester, Ohio, with the future in mind. Roundabout was opened as a single-lane three-leg roundabout with provisions for easily expanding to multiple lanes and adding a fourth leg. Assisted the City in the public involvement efforts for their first roundabout.
- Accelerated delivery of the **Britton Parkway/All Seasons Drive Roundabout** in Hilliard, Ohio. Preliminary and final design were completed in only 6-months for this \$2 million retrofit of a traditional three-leg intersection, converted to a four-leg roundabout to provide access to an adjacent commercial development.
- Coordinated early in project development with the owner of two petroleum pipelines for the **Western Reserve Road (Five Points) Roundabout** for Mahoning County, Ohio. Pipeline regulations were taken into account during geometrics development to avoid impacts.
- Met the aggressive 8-month schedule set by the City of Athens for the **Stimson Avenue Roundabout** by understanding all of the moving parts and knowing how to set the pieces in motion—in many cases simultaneously.

Jason Smallwood and Mike Brehm led presentations for Roundabouts that Reduced Project Impacts and Costs at the 2017 Ohio Roundabout Conference sponsored by ODOT's Local Technical Assistance Program (LTAP). LTAP assist local governments in managing and maintaining safe, cost-effective, and environmentally sound transportation systems by providing training and technical assistance in the areas of safety, workforce development, infrastructure management, and organizational excellence. The conference brought together transportation planners, design engineers, elected officials, and others involved with current or future roundabouts in their communities.

**Larry Creed, Esq., PE, Planning/QA & QC (12 hours/week) .....**

- Thirty-two years of experience leading the activities of one of the largest traffic engineering consulting practice groups in Ohio.
- Trained and prequalified to manage the planning phase of projects through ODOT's Project Development Process.
- Extensive experience with roundabouts, road diets, bikeways and mobility options and provided planning and public/private coordination for the Fodor/New Albany roundabout.

**Neil Schwartz, PE, Roadway Engineering (32 hours/week).....**

- Fifteen years of experience designing public projects—specializing in roadway, pedestrian, stormwater, and traffic design.
- Full understanding of local codes and statutes, multiple CAD platforms, and ODOT design standards.
- Supported the Fields/Ertel, Looney/Garbry and several other roundabouts throughout Ohio.

**Mark Rahall, PE, Roadway Engineering (32 hours/week).....**

- Ten years of experience in transportation engineering providing preliminary and detailed design of minor and major roadway and interchange projects through final design.
- Highly proficient with MicroStation and GEOPAK software and well-versed in local and ODOT design standards.
- Provides preliminary engineering support for roundabouts.

**Josh Ginnetti, PE, SI, Roundabout Engineering (24 hours/week) .....**

- Six years supporting preliminary through final design of a wide range of transportation projects including four constructed roundabouts.
- Provides plan production, quantities calculations, and cost estimating for roadways.
- Designs curb ramps, horizontal and vertical alignments, storm drainage, typical sections, intersection geometrics, and grading.

**Dylan McCann, PE, Lighting (24 hours/week).....**

- Six years of traffic engineering experience preparing traffic signal, traffic control plans, and roundabout geometric reports.
- Expertise in site lighting plans, photometric layouts, LED lighting, and voltage drop calculations.
- Supported the design of the Stimson/McKinley, Western Reserve, Looney/Garbry, and Cheshire Road roundabouts.

**Shawn McPheron, PE, Maintenance of Traffic (24 hours/week).....**

- Eighteen years of experience with a focus on maintenance of traffic (MOT) and traffic control throughout the State.
- Develops detailed staged construction plans to minimize impacts on the traveling public, while maximizing construction efficiency.
- Provided MOT and/or traffic engineering for Stimson, Looney/Garbry, Hyland-Croy/Brand, Western Reserve, Gender/Lithopolis, and Fields Ertel roundabouts.



**Robert Hoops, PE, Utility Coordination (16 hours/week).....**

- Eleven years of experience with roadway engineering, plan production and utility coordination.
- Performs project coordination/identification of utilities and provides proven alternatives to conflicts early in design to maintain project schedule and budget.
- Designs and assembles utility plans and is the lead utility coordinator for ODOT and municipal projects.



**Christy Pirkle, MS, Environmental Services (26 hours/week).....**

- Nineteen years managing ODOT’s environmental process and various state/federal regulatory agencies’ requirements for NEPA and Clean Water Act documentation, such as FHWA, USEPA, USACE, and Ohio EPA.
- Well-versed in providing management of tasks needed to fulfill the full suite of environmental services for transportation projects.



**Ken Kerns, CESSWI, Bidding/Award Services (15 hours/week).....**

- Twenty-two years of experience providing construction management, bidding and project management of new and reconstruction projects including public roadways, storm sewer, excavation, grading, and traffic control systems.
- Works with state transportation departments, city, county, township and private clients on construction and paving projects.



**Ed Miller, PS, Land Survey/ROW Plans (24 hours/week).....**

- Twenty years providing survey and right of way plan development for all ODOT and municipal projects.
- Responsible for establishing existing roadway centerlines, right of way and boundary lines, and oversees courthouse research and preparation of all legal descriptions.
- Provides base mapping, retracement of existing centerlines, right of way for parcels, and creation of legal descriptions for warranty takes, temporary takes, and various easements.



**Key Subconsultant Staff Members**

**Rich Weigand, PE, Geotechnical Engineering/S&ME**

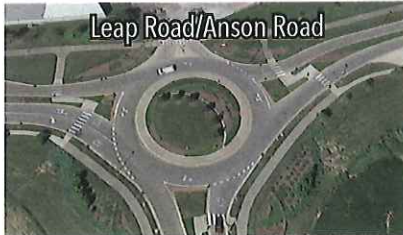
- Twenty-five years in geotechnical engineering, foundation engineering, slope stability analyses, pavement design, construction observations and materials testing.
- Managed hundreds of ODOT, county/municipal geotechnical pavement projects throughout the state.

## Similar Project Experience

Within the last 10 years, EMH&T has studied and/or designed 45 roundabout projects in Ohio. From a feasibility study and preliminary engineering, to preparing plans, our team's expertise allows us to produce roundabout projects with no learning curve, and a broad range of design solutions.



Cheshire Road



Leap Road/Anson Road



Fodor Road/New Albany Road

### Constructed (21)

1. Buckeye Parkway/Pinnacle Club Drive, Grove City
2. Hyland-Croy Road/Glacier Ridge Boulevard, Dublin
3. Hyland-Croy Road/Wells Road, Union County
4. Hyland-Croy Road/Ryan Parkway, Union County
5. Hyland-Croy Road/Brock Road, Union County
6. Britton Parkway/Davidson Road, Hilliard
7. Britton Parkway/Anson Drive, Hilliard
8. Leap Road/Anson Drive, Hilliard
9. New Albany Road/Fodor Road, Columbus
10. Hyland-Croy Road/Brand Road, Dublin
11. Mill Run Crossing/Glennwood Commons, Delaware
12. Baronet Boulevard/Burnett Lane, Dublin
13. Burnett Lane/Tartan Ridge Boulevard, Dublin
14. Worthington Road/Worthington Road Extension, Westerville
15. Fields-Ertel Road/Columbia Road, Warren County
16. Britton Parkway/All Seasons Drive, Hilliard
17. Gender Road/Lithopolis Road, Canal Winchester
18. Orders Road/Haughn Road, Grove City
19. North Star Road/Waltham Road/Kinnear Road, Upper Arlington
20. Cheshire Road/Winterbourne Drive, Delaware
21. Stimson Avenue/McKinley Avenue, Athens

### Plans Approved/Construction Pending (8)

22. Cheshire Road/Kingman Hill Drive, Delaware
23. Home Road Extension/New Road A, Union County

24. Home Road Extension/Hyland-Croy Road, Union County
25. Home Road Extension/New Road B, Union County
26. Home Road/Jerome Road, Union County
27. Hyland-Croy/Eversole Parkway, Union County
28. Hyland-Croy/New Road C, Union County
29. Looney Road/Garby Road, Piqua

### Plans In Progress (2)

30. Western Reserve Road Roundabout, Mahoning County
31. SR-129/I-75 Butler County, OH

### Preliminary Feasibility Study Complete (14)

32. Northwest Boulevard/Waltham Road, Upper Arlington
33. 17th Avenue/I-71 SB Ramps, Columbus
34. 17th Avenue/I-71 NB Ramps, Columbus
35. Convention Center Drive/Kilbourne Street, Columbus
36. US 62/Market Street, New Albany
37. Fodor Road/Market Street/Dublin-Granville Road, New Albany
38. Frederick Pike/Dog Leg Road/Meeker Road, Montgomery County
39. Wilcox Road/Riggins Road, Franklin County
40. Davidson Road/Erickson/Norwich Drive, Hilliard
41. Morse Road/Beech Road, New Albany
42. W. Main Street/Dublin Granville Road, New Albany
43. Chapel Road/SR 132, Clermont County
44. Morse Road/US 62, Franklin County
45. Central Boulevard, Columbus, OH

*The following pages feature some of our roundabout projects.*



**Stimson Avenue/McKinley Avenue Roundabout  
Athens, OH/ODOT District 10**

EMH&T led the extension of McKinley Avenue and a four-leg roundabout at the new intersection of McKinley Avenue and Stimson Avenue. The roadway extension connected Mill Street and Stimson Avenue with a goal of improving safety for the traveling public, improving through traffic and commercial truck access to the surrounding area, and creating an enhanced gateway to the City of Athens and Ohio University from US-33 and US-50. Our work included survey, preliminary and final design, decorative street lighting, stormwater design, environmental services, and right of way acquisition services. EMH&T provided solutions to complex traffic challenges and accelerated all aspects of project development to meet the stringent eight-month schedule for plan delivery while fully complying with the ODOT project development process requirements.



*"EMH&T clearly understood all of the factors that lead to a well-planned roadway and designed accordingly. With their in-house experts, we were able to address traffic issues quickly and keep the project moving forward seamlessly"*

**Andrew Stone, PE  
Athens City Engineer**

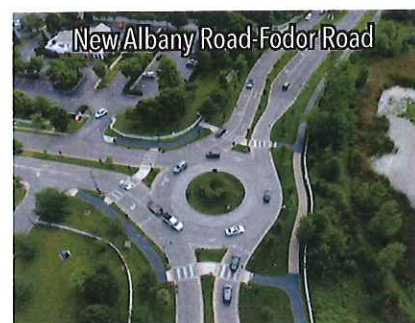
**Gender Road/Lithopolis Road Roundabout  
Canal Winchester, OH**



EMH&T studied the South Gender Road (SR-674) at Lithopolis Road in order to identify improvements for the intersection. The study provided current and future traffic volumes, which led to short and long-term strategies to improve the safety and capacity of the intersections. The selected alternative was an expandable roundabout intersection. Opened to traffic in 2014, it functions as a single lane three-leg roundabout in the interim-build condition, with provisions for expanding the intersection to multiple lanes and adding a fourth leg in the future. The project also included design and construction of a 500-ft long improved storm sewer outlet.

**New Albany Road-Fodor Road Roundabout  
Columbus, OH**

The New Albany Road/Fodor Road intersection experienced significant congestion and delays during peak periods. It was deteriorating in terms of safety performance, yet it did not have enough traffic volume sustained throughout the day to warrant installation of a traffic signal under applicable regulations. EMH&T provided a feasibility study for the City of Columbus and City of New Albany that recommended a modern roundabout to improve intersection capacity and reduce conflict points and crashes. The concept gave improved access to adjacent land uses without compromising roadway operations. Born from a unique partnership between the Kroger Company and the City of Columbus, this Public-Private Partnership (3P process) was the first modern roundabout opened to traffic in the City of Columbus.



*"EMH&T worked closely with us to understand our concern for customers and to provide a well-executed traffic plan during construction that focused on continued access to the local Kroger complex and other area businesses,"*

**Jim Brown, Kroger Company Regional Construction Manager**

### Britton Parkway/All Seasons Drive Roundabout Hilliard, OH

This two million dollar project included the retrofitting of a traditional three-leg intersection with a four-leg modern roundabout to provide access to an adjacent commercial development. To keep pace with their area projects, EMH&T completed this design from notice-to-proceed to signed drawings in less than seven months. The design included sidewalk, shared-use path, on-street shared-lane markings for bicycles, street lighting, storm sewer modifications, and a regional detention basin which benefitted both public and private infrastructure. Our services also included topographic survey, boundary survey, and preparation of legal descriptions.



*"EMH&T did an excellent job of delivering the level of design quality and project management that the City expects while meeting the developer's aggressive schedule."*

**Letty Schamp, PE, Hilliard City Engineer**

### Fields Ertel Road/North Lebanon Road/Columbia Road Hamilton/Warren Counties, OH

EMH&T improved capacity and traffic flow at the intersection of Fields Ertel Road, Lebanon Road and Columbia Road with a modern roundabout that considered the tremendous residential and commercial growth within the project area and provided capacity for future traffic volumes. Compared to a traditional signalized intersection alternative, EMH&T's roundabout design reduced the construction cost by more than 50% and reduced the number of affected property owners by 70%. EMH&T provided significant stormwater design for new roadside storm sewer systems and post-construction BMP features to provide water quality and quantity control. Other services included lighting design, design of low-maintenance landscape, and preparation of right of way plans. This roundabout was constructed in 2016.



### Western Reserve Road (Five Points) Roundabout Mahoning County, OH/ODOT District 4

EMH&T provided a roundabout study and professional design services for the 5-Points intersection as part of an ODOT LPA project through District 4. EMH&T evaluated current and future traffic volumes at this highly congested intersection to provide a long-term solution focused on improving safety and capacity within the corridor. In partnership with the County and ODOT, the preliminary engineering phases evaluated alternative alignments and roundabout configurations while minimizing impacts to properties, environmentally sensitive areas, and petroleum pipelines adjacent to the project. The preliminary alternatives considered options for future development, currently programmed for the northwest corner of the intersection, ensuring the single-lane roundabout achieves the County's desire to improve safety while providing opportunities for economic development in the region. This unique five-leg roundabout is currently in detailed design and is scheduled to be constructed in 2019.



**Rendering created with InfraWorks software**

The preliminary alternatives considered options for future development, currently programmed for the northwest corner of the intersection, ensuring the single-lane roundabout achieves the County's desire to improve safety while providing opportunities for economic development in the region. This unique five-leg roundabout is currently in detailed design and is scheduled to be constructed in 2019.

## Looney Road/Garbry Road Roundabout Piqua, OH/ODOT District 7

EMH&T designed the intersection of Looney Road and Garbry Road for a modern roundabout with enhanced pedestrian connectivity. This roundabout is under construction to be completed by Fall of 2018. Beginning with the preliminary engineering study, EMH&T developed alternatives to advance a preferred alternative balancing intersection geometry and operations while addressing future development needs adjacent to the project location, including an improved intersection level of service. EMH&T executed a public communication plan educating the community on the benefits of the proposed improvements while delivering the final design in compliance with the ODOT LPA process.



*"One of the most important aspects of this project was navigating the public involvement efforts, in partnership with ODOT, to advance the project through the NEPA process. EMH&T was extremely integral in this effort. I was amazed at how smoothly the public meetings went and credit EMH&T's involvement for their supporting role in helping our citizens understand both the benefits of a roundabout and future traffic pattern changes."*

**-Amy Havenar, PE, Piqua City Engineer**

## Workload and Availability

With our diverse expertise and qualified staff, we can easily accommodate this project, relying on the bench strength of 300+ technical and professional personnel in-house for support, if needed. Our availability for this project is listed with each staff member's resume.

## Equipment and Facilities

EMH&T's headquarters is on 16 acres totaling more than 100,000 square feet. Each of the three floors are carefully divided to accommodate the various functional units (land planning, environmental engineering, survey, civil/site engineering, etc.) while at the same time providing great flexibility for designated project teams to work collaboratively amongst the various disciplines. EMH&T uses innovative technology, methods, and equipment and is a leader relative to new equipment developments within our profession. We utilize the following equipment and software to perform:

- AutoCAD Civil 3D 2018
- Microstation v8i
- Geopak
- Autodesk InfraWorks
- SketchUp
- InDesign
- Photoshop
- SignCAD
- Sidra
- Rodel
- HCS
- Transmodeler SE

## References

EMH&T encourages the City to contact the references below to validate our ability to provide proven cost control, quality work, and deadline adherence.

- Amy Havenar, PE, City of Piqua, OH, ahavenar@piquaoh.org, (937) 778-2044
- Andrew Stone, PE, City of Athens, astone@ci.athens.oh.us, (740) 593-7636
- Mike Stipetich, PE, PS, Mahoning County Engineer, mstipetich@mahoningcountyoh.gov, (330) 799-1581

## Insurance Coverage

EMH&T carries the requested general and professional liability insurance. Our insurance certificates are included along with the other required documents located in the Appendix.

## Project Approach

Our design team has examined the scope of services for the project, visited the site, and reviewed goals and objectives with the City in anticipation of the current project. Throughout project development, your Project Manager (PM) Abby Cueva will partner with the City and champion this exciting project. While the fundamental objective is straightforward—provide a safer, more efficient intersection at Howe Road and Shurmer Road—a number of factors favor the selection of an engineering firm capable of bringing value to the following key tasks:

- **Accelerated project delivery** to ensure that plans are filed within 4 months of notice to proceed.
- Integrated role in **public outreach**.
- **Technical precision** in roundabout design in full compliance with national standards.
- **Proactive coordination** of private utility impacts and right of way acquisition minimization.
- **Phased construction** approach that strikes a balance between constructability, traffic maintenance, and cost.

**Accelerated Delivery:** We understand the City's objective to have approved plans within 4 months is aggressive, and well within EMH&T's skill set to deliver. Our experience has proven that when you combine the right staff, management approach, and dedicated hard work, this goal is attainable. Over the course of the last decade, our team has lead many accelerated delivery efforts including the following roundabouts:

- Britton/All Seasons (Hilliard, 2013): from NTP to Approval in **7 months**
- Gender/Lithopolis (Canal Winchester, 2015): Concept to Approval in **8 months**
- Stimson/McKinley (Athens, 2017): NTP to Approval in **8 months**

From our experience with these projects and others, **communicating** closely with the client to discuss key decision points, and skillfully **managing the "schedule killers"** (including right of way acquisition, utility relocations, environmental permitting, and even public outreach) are absolutely key.

**Public Outreach:** As a hands-on PM, Abby has a successful history leading the public outreach effort for simple to complex roadway projects. She excels at communicating with clients and stakeholders with a true passion for partnering to help solve their transportation challenges. She understands the art of public outreach and the need to clearly communicate the scope and intent of the project to various stakeholders, including the traveling public. EMH&T has an established history of providing excellent presentations and materials as part of public outreach and routinely conducts public open-house meetings. We have successfully presented public education materials for over a dozen roundabout projects, including several that were a "first" for a community (most recently, the City of Piqua). Our toolbox includes presentations, easy to understand exhibits, and general roundabout education materials. In addition, we have successfully produced 3D renderings for the events as the visualizations provide a clear image of the proposed improvements. In fact, our team is on the leading edge of InfraWorks 3D modeling, and develops **cost-effective model-based graphics**. The model enables our designers to verify grades, potential conflict points, and visualize lines of sight from the perspective of a vehicle approaching or entering the roundabout as we advance each phase of design.

**Technical Precision In Roundabout Design:** Our in-house roundabout design technical experts, Jason Smallwood and Mike Brehm have developed construction plans or feasibility studies for 45 modern roundabouts—all in Ohio. We will leverage their experience to design a modern roundabout that successfully combines the full array of critical design elements. We will also engage and discuss the City's preferences, philosophies, public and property owner concerns, and likes and dislikes in roundabout design. Following this kick-off discussion, we will develop a roundabout schematic including a detailed roundabout geometry report to fully document roundabout size, capacity, location, speed curve consistency, design vehicle sweep paths, and intersection sight distance. **EMH&T understands that proper development of the approach geometry is critical to realizing the full safety and capacity benefits of a roundabout controlled intersection.** Our geometry report will detail speed curve analyses including through,

left, and right turning vehicles, graphically illustrating that a maximum speed differential between entering and circulating traffic will not exceed 12 to 15 miles per hour (a threshold documented in NCHRP Report 672, published by the Federal Highway Administration).

The existing tee shaped geometry at the Howe Road/Shurmer Road intersection will require unique design considerations when the preliminary roundabout concept is advanced, including:

- Refinement of approach geometry to correctly align entering traffic with circulating pavement. It is important that drivers receive positive guidance on the required travel path.
- As documented in NCHRP Report 672, Exhibit 6-11, approach leg configurations with a "Y" shape must be carefully evaluated and mitigating measures implemented to control speeds. Areas of concern at this intersection include northbound through movement and eastbound to southbound right turn movement.
- Detailed evaluation of pedestrian facilities and crosswalk placement. Pedestrians crossing a roundabout should only have to contend with one direction of traffic at a time. This requires a median width of 8 feet to accommodate two sets of detectable warnings and a 4 foot landing. For a single lane approach, pedestrian crosswalks should be placed one car length back from the yield line.
- Splitter islands should be located within 3 feet of circulating pavement.

The Howe Road/Shurmer Road Traffic Improvement Study (February 2018) provides references to the possible expansion from a single-lane roundabout to a double-lane roundabout. However, capacity analysis worksheets in the report seem to indicate a single-lane roundabout is expected to accommodate both opening year and horizon year traffic forecast. If there are other factors driving the need for expansion to a double lane roundabout, substantial design modifications are needed to the preliminary design furnished in the traffic study. EMH&T is not recommending expansion to a double lane roundabout, although provides the following:

- The inscribed circle diameter (overall size) must be designed to accommodate the two-lane condition to prevent completely rebuilding the intersection. The typical inscribed circle diameter (ISD) of a two-lane roundabout is approximately 180 feet. The roundabout as presented in the study provides for a 130 foot ISD. This smaller size will likely not accommodate a two-lane scenario. **EMH&T has designed several roundabouts that accommodate the possibility of future expansion that are easily converted by simply removing small sections of the splitter islands.**

Elements such as street lighting and low maintenance landscaping provide visual cues that complement the roundabout geometry, further aiding in speed reduction. We will focus on the small details, including light pole placement to illuminate pedestrian conflict areas, school bus tracking without use of the truck apron, and positive/negative cross slope at key locations to help control speed, intersection sight distance for both approaching and circulating traffic, and driveway placement near the intersection to name a few. EMH&T will bring all of these design elements, large and small, together to provide an optimal roundabout design.

**Utilities/Right of Way:** The level of impacts to right of way and private utilities will be greatly dependent on the final design and proposed geometry. We recognize that minimizing right of way and utility impacts is key to containing project cost and schedule; understanding these impacts is imperative to final design. EMH&T will efficiently provide legal descriptions and exhibits to aid the City in acquiring the required land, if desired. Early coordination with the utility owners will be critical, especially with the overhead electrical system, gas lines, and joint users. Similar to our recent roundabout project in Piqua, we will work with the electric utility on a concept for pole relocations during geometric design. Our final design will accommodate future pole locations to ensure utility relocations can take occur within the planned right of way.

**Construction Phasing/Traffic Maintenance:** The fastest and least expensive option for traffic maintenance is a full closure of the intersection. However, the likely geometry of the proposed roundabout will allow for much of the roundabout to be constructed off-line while maintaining major traffic movements and minimizing disruption to traffic for a large portion of the project. We will work with the City to evaluate phasing alternatives to find the **optimum balance between constructability, traffic disruption, and cost.**

## Appendix

The following forms are included:

- Disclosure of Ownership Interests
- Non Collusion Affidavit
- Proposal Execution Page
- Delinquent Personal Property Statement
- Affirmative Action Certificate
- Certification and Representations in Accordance with ORC 3517.13
- No Unresolved Findings for Recovery
- EMH&T Insurance Certificates

STATEMENT AS TO INTERESTED PARTIES

STATE OF Ohio )  
 ) SS:  
COUNTY Franklin )

Sandra Doyle-Ahern, being first duly sworn, deposes and says:

**INDIVIDUAL ONLY:** That he/she is an individual who is doing business under the name of \_\_\_\_\_, at \_\_\_\_\_ in the City of \_\_\_\_\_, State of \_\_\_\_\_.

**PARTNERSHIP OR LIMITED LIABILITY COMPANY ONLY:** That he/she is the duly-authorized representative of a \_\_\_\_\_ (general/limited) partnership or limited liability company which is doing business under the name of \_\_\_\_\_ in the City of \_\_\_\_\_, State of \_\_\_\_\_.

Affiant further states that the following is a complete and accurate list of the names and addresses of the members of said partnership or limited liability company, whether they are general or limited partners or company members:

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

**CORPORATION ONLY:** That he/she is the duly-authorized President of EMH&T, a corporation organized and existing under the laws of the State of Ohio or a foreign corporation licensed to conduct business in the State of Ohio, and that he/she is submitting herewith a Proposal to the City of Strongsville in conformity with the foregoing Specifications.

Affiant further says that the following is a complete and accurate list of the names and addresses of all persons interested in said proposed Contract including the names and addresses of all shareholders owning more than 5% of the capital stock of said corporation.

Sandra Doyle-Ahern  
-----  
Doug Romer, PE  
-----  
Charles Rodenfels, AIA, LEED AP  
-----  
Jeff Strung, PLA, ASLA  
-----  
-----  
-----

Affiant further says that the following is a complete and accurate list of the officers, directors and attorneys of said corporation:

President: Sandra Doyle-Ahern  
-----  
Directors: -----  
-----  
-----  
-----  
Vice President: Charles Rodenfels, AIA, LEED AP  
-----  
Secretary: Doug Romer, PE  
-----  
Treasurer: Doug Romer, PE  
-----  
Manager/Agent -----  
Attorneys: -----  
-----  
-----

and that the following officers are duly authorized to execute contracts on behalf of said corporation:



NAME

TITLE

Sandra Doyle-Ahern

President

Doug Romer, PE

Chief Operating Officer

FURTHER AFFIANT SAYETH NAUGHT.

Sandra Doyle-Ahern  
(Signature)

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE THIS 25<sup>th</sup> day of July, 2018

Candie K. Lester  
(Notary Public)



Candie K. Lester  
Notary Public, State of Ohio  
My Commission Expires 02-17-2020

NON-COLLUSION AFFIDAVIT

STATE OF Ohio )  
 ) SS:  
COUNTY Franklin )

Sandra Doyle-Ahern, being first duly sworn, deposes and says that  
he/she is President of the party making the foregoing  
(Title)

Proposal; that such Proposal filed herewith is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such Proposal is genuine and not collusive or sham; that said Proposer has not, directly or indirectly, induced or solicited any other Proposer to put in a false or sham Proposal, and has not, directly or indirectly, colluded, conspired, connived or agreed with any Proposer or anyone else to put in a sham Proposal or that anyone shall refrain from proposing; that said Proposer has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the Proposal price of said Proposer or of any other Proposer or to fix any overhead, profit, or cost element of such Proposal price or that of any other Proposer, or to secure any advantage against the City of Strongsville or anyone interested in the proposed Contract; that all statements contained in such Proposal are true; that said Proposer has not, directly or indirectly, submitted his Proposal price or any breakdown thereof or the contents thereof, or divulged information or data relative thereto, or paid or agreed to pay, directly or indirectly, any money, or other valuable consideration for assistance or aid rendered or to be rendered in procuring or attempting to procure the Contract above referenced, to any corporation, partnership, company, association, organization, or to any member or agent thereof, or to any other individual, except to such person or persons as hereinabove disclosed to have a partnership or other financial interest with said Proposer in his general business; and further that said Proposer shall not pay or agree to pay, directly or indirectly, any money or other valuable consideration to any corporation, partnership, company, association, organization, or to any member or agent thereof, or to any other individual, for aid or assistance in securing the Contract above referenced in the event the same is awarded to the Proposer.

Sandra Doyle-Ahern  
Affiant

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE THIS 25<sup>th</sup> day  
of July, 2018.

Candie K. Lester  
Notary Public



Candie K. Lester  
Notary Public, State of Ohio  
My Commission Expires 02-17-2020

**DECLARATION AND REPRESENTATION  
IN ACCORDANCE WITH O.R.C. §9.24  
(Unresolved Findings for Recovery)**

In accordance with provisions of Ohio Revised Code Section 9.24, the undersigned proposer/contractor hereby certifies and represents to the City that it does not currently have any unresolved findings for recovery against it pending with the Ohio Auditor of State. The undersigned further understands and acknowledges that pursuant to law, the City, as owner, may conduct a search of the Auditor of State's available database to verify the within information; and further that if the undersigned proposer/contractor appears on the list indicating that there are one or more unresolved findings for recovery, then it will be prohibited under law and disqualified from being awarded a contract for goods, services or construction paid for in whole or in part with state funds. Such findings may also be considered by the City in determining the lowest and best bidder/contractor, even if no state funds are involved.

**PROPOSER/CONTRACTOR**

EMH&T

By: *Sandra C. Dougherty*  
Title: President  
Date: July 25, 2018

STATE OF OHIO                    )  
                                          ) SS:  
COUNTY OF CUYAHOGA        )

SWORN TO AND SUBSCRIBED before me this 25<sup>th</sup> day of July, 2018

*Candie K. Lester*  
Notary Public



**Candie K. Lester**  
Notary Public, State of Ohio  
My Commission Expires 02-17-2020

**DELINQUENT PERSONAL PROPERTY STATEMENT**

Sandra Doyle-Ahern, having been awarded a Contract by the City of \_\_\_\_\_  
(name of proposer)

Strongsville hereby affirms under oath, pursuant to R.C. 5719.042 that at the time the Proposal was submitted, my company ~~(was)~~ (was not) charged with delinquent personal property taxes on the General Tax List of Personal Property for Cuyahoga County, Ohio.

If such charge for personal property tax exists on the General Tax List of Personal Property Cuyahoga County, Ohio the amount of such due and unpaid delinquent taxes including due and unpaid penalties and interest shall be set forth below.

A copy of this statement shall be transmitted to the Cuyahoga County Auditor and the Cuyahoga County Treasurer within thirty days of the date it is submitted. A copy of this statement shall also be incorporated into the Contract made between the City of Strongsville and the Proposer, and no payment shall be made with respect to any Contract unless such statement has been so incorporated as a part thereof.

Delinquent Personal Property Tax \$ \_\_\_\_\_

Penalties \$ \_\_\_\_\_

Interest \$ \_\_\_\_\_

EMH&T

\_\_\_\_\_  
(Company Name)

By: Sandra Doyle-Ahern

Its: President  
\_\_\_\_\_

STATE OF Ohio )  
COUNTY Franklin ) SS:

SWORN TO BEFORE ME, a Notary Public in and for said county and state, on this 25th day of July, 2018

Candie K. Lester  
Notary Public



Candie K. Lester  
Notary Public, State of Ohio  
My Commission Expires 02-17-2020

**AFFIRMATIVE ACTION CERTIFICATE**

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

Company: EMH&T  
By: Sandra C Doyle Akers  
Date: July 25, 2018

**CERTIFICATION AND REPRESENTATIONS  
CONCERNING CAMPAIGN CONTRIBUTIONS TO CITY OFFICIALS**

In accordance with City policy and consistent with the intent of provisions of Ohio Revised Code Section 3517.13 as amended, the undersigned contractor/bidder hereby certifies and represents to the City that neither it nor any of the following have during the past two (2) years made individual contributions exceeding \$1,000.00 to any City officials or their campaign committees who have or would be involved in awarding the contract, bid or purchase order being proposed or entered into: (i) an individual; or (ii) partner or owner of partnership or unincorporated association; (iii) shareholder of association; (iv) more than 20% shareholder if a corporation; (v) administrator of estate; (vi) executor of estate; (vii) trustee of trust or; (viii) spouse of any of the above.

The undersigned further understands and acknowledges that the City can confirm and verify the above information; and that if any of these certifications or representations are false, then the City will have the discretion to prohibit and disqualify the undersigned from being awarded a contract, bid or purchase order by the City for goods or services exceeding \$500.00 in value during any calendar year.

**PROPOSER/CONTRACTOR**

EMH&T

By: *Sandra C. Ogilvie*

Title: President

Date: July 25, 2018

STATE OF OHIO                     )  
                                                          ) SS:  
COUNTY OF CUYAHOGA            )

SWORN TO AND SUBSCRIBED before me this 25<sup>th</sup> day of July, 2018.

*Candice K. Lester*  
Notary Public

**Candice K. Lester**  
Notary Public, State of Ohio  
My Commission Expires 02-17-2020



AFFIDAVIT

STATE OF Ohio )  
 ) SS:  
COUNTY Franklin )

Sandra Doyle-Ahern, whose title is President, being first duly sworn, deposes and says that he/she is the sole owner, authorized partner, or authorized officer or agent of EMH&T, the party making the enclosed Proposal, and says further that said President (sole owner, authorized partner, or authorized officer or agent) is/are the only party/parties interested in the profits of any Contract which may result from the herein contained Proposal; that said Proposal is made without any connection or interest in the profits thereof with any other person making any other Proposal for said work; that no member of the City Administration, head of any department or division or employee therein, or any officer of the City of Strongsville, Ohio, is directly or indirectly interested therein; that said Proposal is genuine and not collusive or sham; that said Proposer has not colluded, conspired, connived, or agreed, directly or indirectly, with any other Proposer or person to put in a sham Proposal or that such person shall refrain from proposing, and has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any person, to fix the proposal price of Affiant or of that of any other Proposer, or to fix any overhead, profit, or cost element of said Proposal price or of that of any other Proposer, or to secure any advantage against the City of Strongsville, Ohio; that such Proposer has not, directly or indirectly submitted this Proposal, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof; and further says that all statements made by him/her in said Proposal are true.

Affiant further says that the list of individuals, partners, or officers and shareholders submitted herewith is made a part hereof as though fully rewritten herein.

Sandra Doyle-Ahern  
Affiant

SWORN TO AND SUBSCRIBED BEFORE ME, a Notary Public, on this 25<sup>th</sup> day of July, 2018

Candie K. Lester  
Notary Public



Candie K. Lester  
Notary Public, State of Ohio  
My Commission Expires 02-17-2020

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/21/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Huntington Insurance, Inc. 37 W. Broad St. Columbus, OH 43215 888 576-7900. CONTACT NAME: Frankie Nesbit. PHONE: 614-899-8504. E-MAIL: frankie.nesbit@huntington.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Cincinnati Insurance Company NAIC # 10677. INSURER B: Cincinnati Indemnity Co. NAIC # 23280.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation and Employers' Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER and CANCELLATION sections. CANCELLATION text: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Steve Wecker.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/28/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| <b>PRODUCER</b><br>The James B. Oswald Company<br>1100 Superior Ave., Suite 1500<br>Cleveland OH 44114                  | <b>CONTACT NAME:</b> Serena Turchik<br><b>PHONE (A/C, No, Ext):</b> 216-839-2800 <b>FAX (A/C, No):</b> 216-839-2815<br><b>E-MAIL ADDRESS:</b> sturchik@oswaldcompanies.com                                                                                                                                                                                                                                                                                                                                                    |                               |        |                                        |       |             |  |             |  |             |  |             |  |             |  |
|-------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--------|----------------------------------------|-------|-------------|--|-------------|--|-------------|--|-------------|--|-------------|--|
| <b>INSURED</b> EMH&T-1<br>EMH&T<br>Evans, Mechwart, Hambleton & Tilton, Inc.<br>5500 New Albany Rd<br>Columbus OH 43054 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : XL Specialty Insurance Co.</td> <td style="text-align: center;">37885</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : XL Specialty Insurance Co. | 37885 | INSURER B : |  | INSURER C : |  | INSURER D : |  | INSURER E : |  | INSURER F : |  |
| INSURER(S) AFFORDING COVERAGE                                                                                           | NAIC #                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                               |        |                                        |       |             |  |             |  |             |  |             |  |             |  |
| INSURER A : XL Specialty Insurance Co.                                                                                  | 37885                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                               |        |                                        |       |             |  |             |  |             |  |             |  |             |  |
| INSURER B :                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                               |        |                                        |       |             |  |             |  |             |  |             |  |             |  |
| INSURER C :                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                               |        |                                        |       |             |  |             |  |             |  |             |  |             |  |
| INSURER D :                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                               |        |                                        |       |             |  |             |  |             |  |             |  |             |  |
| INSURER E :                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                               |        |                                        |       |             |  |             |  |             |  |             |  |             |  |
| INSURER F :                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                               |        |                                        |       |             |  |             |  |             |  |             |  |             |  |

**COVERAGES**      **CERTIFICATE NUMBER:** 1395125897      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR                    | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                   | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                                                                                                                               |                     |       |                    |    |                            |    |                             |    |
|-----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|-------|--------------------|----|----------------------------|----|-----------------------------|----|
|                             | <b>GENERAL LIABILITY</b><br><input type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC |           |          |               |                         |                         | EACH OCCURRENCE \$<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COMP/OP AGG \$<br>\$                                                                                                                                                             |                     |       |                    |    |                            |    |                             |    |
|                             | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS                                                              |           |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                                                                                                                                |                     |       |                    |    |                            |    |                             |    |
|                             | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED      RETENTION \$                                                                                                                                                             |           |          |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$                                                                                                                                                                                                                                                                                                             |                     |       |                    |    |                            |    |                             |    |
|                             | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                          |           |          | N/A           |                         |                         | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">WC STATUTORY LIMITS</td> <td style="width: 50%;">OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table> | WC STATUTORY LIMITS | OTHER | E.L. EACH ACCIDENT | \$ | E.L. DISEASE - EA EMPLOYEE | \$ | E.L. DISEASE - POLICY LIMIT | \$ |
| WC STATUTORY LIMITS         | OTHER                                                                                                                                                                                                                                                                                               |           |          |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                      |                     |       |                    |    |                            |    |                             |    |
| E.L. EACH ACCIDENT          | \$                                                                                                                                                                                                                                                                                                  |           |          |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                      |                     |       |                    |    |                            |    |                             |    |
| E.L. DISEASE - EA EMPLOYEE  | \$                                                                                                                                                                                                                                                                                                  |           |          |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                      |                     |       |                    |    |                            |    |                             |    |
| E.L. DISEASE - POLICY LIMIT | \$                                                                                                                                                                                                                                                                                                  |           |          |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                      |                     |       |                    |    |                            |    |                             |    |
| A                           | Professional Liability Claims Made Retro Date: 01/01/1926                                                                                                                                                                                                                                           | N         | Y        | DPR9927993    | 7/1/2018                | 7/1/2019                | Each Claim \$5,000,000<br>Aggregate \$7,000,000<br>Pollution & Envir. Liab. Included                                                                                                                                                                                                                                                                 |                     |       |                    |    |                            |    |                             |    |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Waiver of Subrogation as designated above is provided when required of the Named Insured by written contract or agreement.

|                                                                                                               |                                                                                                                                                                                                                                |
|---------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CERTIFICATE HOLDER</b><br><br>Specimen Certificate<br>For Purposes of Evidencing<br>Coverage Only OH 43054 | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|---------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2018 – 157

By: Mayor Perciak and All Members of Council

**AN ORDINANCE APPROVING AND AUTHORIZING THE FILING OF AN APPLICATION FOR FINANCIAL ASSISTANCE FROM THE 2019 CUYAHOGA COUNTY SUPPLEMENTAL GRANT PROGRAM FOR USE BY THE CITY OF STRONGSVILLE DEPARTMENT OF RECREATION & SENIOR SERVICES; AUTHORIZING ACCEPTANCE OF FUNDS, AND DECLARING AN EMERGENCY.**

WHEREAS, the City of Strongsville Recreation & Senior Services Department offers a wide variety of programs and activities for residents and non-residents, and further sponsors many different types of community events; and

WHEREAS, Cuyahoga County has again announced the availability of a Supplemental Grant Program for 2019 in connection with community development needs related to the health or welfare of the community; and

WHEREAS, in order to submit a timely application to be eligible to receive funding under the Cuyahoga County Supplemental Grant Program for the year 2019, the City, through its Department of Recreation & Senior Services, is requesting authorization to apply for such funding on a reimbursement basis in an amount of up to a maximum of \$50,000.00 for a community-sponsored activity/program; and

WHEREAS, when the City is advised that its application for funding under the Supplemental Grant Program is approved, the City is desirous of accepting such award.

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

**Section 1.** That this Council hereby approves and authorizes the Mayor and Director of Recreation & Senior Services to submit an application for financial assistance to Cuyahoga County for the 2019 Supplemental Grant Program, in the form on file with the Director of Recreation & Senior Services.

**Section 2.** That this Council hereby approves the acceptance of any award of funding under such Grant Program for 2019, and hereby authorizes the Mayor, Director of Finance, Director of Recreation & Senior Services, and/or other appropriate officers of the City to do all things necessary in furtherance thereof.

**Section 3.** That any advance of funds under this Ordinance will be made from the Multi-Purpose Complex Fund, subject to reimbursement under the Grant.

**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.

**CITY OF STRONGSVILLE, OHIO**  
**ORDINANCE NO. 2018 – 157**  
**Page 2**

**Section 5.** That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to authorize the submission of such application for financial assistance in order to meet the application deadline to enable the City to proceed with the proposed community program, to accept such funds when awarded, 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    | _____      | _____      |
| Kosek    | _____      | _____      |
| Roff     | _____      | _____      |
| Schonhut | _____      | _____      |
| Short    | _____      | _____      |

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

ORD. No. 2018-157 Amended: \_\_\_\_\_  
 1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2018 - 158

By: Mayor and All Members of Council

**AN ORDINANCE AUTHORIZING THE DISPOSAL OF VARIOUS ITEMS AND EQUIPMENT UTILIZED BY THE RECREATION DEPARTMENT AND NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE.**

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

**Section 1.** That this Council finds that the City of Strongsville Recreation & Senior Services Department has various items and equipment which are in poor condition and unsafe for further use, and which are surplus, have no monetary value and are no longer needed for any municipal purpose; and further finds that it would be in the best interest of the City to dispose of such items and equipment. Said items and equipment are more fully set forth in Exhibit A attached hereto and incorporated herein by reference.

**Section 2.** That, pursuant to Article IV, §3(e) of the City Charter, the Director of Finance, with the assistance of the Director of Recreation & Senior Services, be and are hereby authorized to dispose of the items and equipment which are identified in Exhibit A, and to perform all acts required in furtherance thereof.

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

**Section 4.** That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

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

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

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

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

|          | <u>Yea</u> | <u>Nay</u> |
|----------|------------|------------|
| Carbone  | _____      | _____      |
| Daymut   | _____      | _____      |
| DeMio    | _____      | _____      |
| Kosek    | _____      | _____      |
| Roff     | _____      | _____      |
| Schonhut | _____      | _____      |
| Short    | _____      | _____      |

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

ORD. No. 2018-158 Amended: \_\_\_\_\_  
1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

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

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

Recreation Department items to dispose of

1. Star Trac Bikes  
SBEN 1204-LO 1041  
SBEN 1204-LO 1065  
SBEN 1204-LO 1072  
SBEN 1204-LO 1071  
SBEN 1106-LO 1276
  
2. (8) four foot round tables  
(4) three foot square tables
  
3. Clarke Vision 21 Scrubber  
Serial Number VE 0811  
590 Space V9C
  
4. Tom Cat 2800  
Serial Number 210-4442



CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2018 – 159

By: Mayor Perciak and All Members of Council

**AN ORDINANCE AUTHORIZING A JOB/PAYROLL CREATION  
INCENTIVE GRANT FOR FOUNDATION SOFTWARE, INC. AND  
DECLARING AN EMERGENCY.**

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

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

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

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

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

WHEREAS, the Director of Economic Development has recommended that a Job/Payroll Creation Incentive Grant application be approved and that a grant be awarded to **FOUNDATION SOFTWARE, INC.** located at 17999 Foltz Parkway, Strongsville, Ohio, based upon its application that the company sells accounting software and payroll services which target the construction industry; and

WHEREAS, Foundation Software, Inc., as employer, is committing to the creation of approximately 40 to 50 new full-time jobs by 2019 in Strongsville, with a total new payroll of \$2,160,000.00, all arising after the effective date of the application being October 18, 2018, in accordance with Program guidelines.

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

**Section 1.** That pursuant to Article VIII, Section 13 and Article XVIII, Section 3 of the Ohio Constitution, and City Ordinance No. 2013-234, this Council hereby approves the application of **FOUNDATION SOFTWARE, INC.**, duly filed with the City on October 18, 2018, and authorizes the creation of a Job/Payroll Creation Incentive Grant to Foundation Software, Inc. for a term and amount as predicated upon its application, Exhibit 1, and pursuant to the

**CITY OF STRONGSVILLE, OHIO**  
**ORDINANCE NO. 2018 – 159**  
**Page 2**

Program's terms and conditions as reflected in Exhibit 2, both of which are attached hereto and made a part hereof and which collectively shall constitute the agreement between the applicant and the City.

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

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

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

**Section 5.** That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that the authorization and approval of the Job/Payroll Creation Incentive Grant is necessary to create new jobs and new payroll associated with an existing business within the City of Strongsville in furtherance of the City's economic development and well-being, and to generate additional tax dollars now and in the future. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

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

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

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

|          | <u>Yea</u> | <u>Nay</u> |
|----------|------------|------------|
| Carbone  | _____      | _____      |
| Daymut   | _____      | _____      |
| DeMio    | _____      | _____      |
| Kosek    | _____      | _____      |
| Roff     | _____      | _____      |
| Schonhut | _____      | _____      |
| Short    | _____      | _____      |

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

ORD. No. 2018-159 Amended: \_\_\_\_\_  
 1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

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



**CITY OF STRONGSVILLE**  
**Application**  
**Job/Payroll Creation Incentive Grant Program**

**Applicant Information:**

Business Name/Entity Form: FOUNDATION SOFTWARE, INC.

Current Address: 17889 FOLTZ PARKWAY  
STRONGSVILLE OH 44149

Company Website: WWW.FOUNDATIONSOFT.COM

NAICS Code: 511210

Contact Name & Title: MIKE ODE PRESIDENT

Contact e-mail Address: MCO@FOUNDATIONSOFT.COM

Contact Phone: 330/220-8383

Current Number of Full-Time Permanent Employees in Strongsville: 270

Current Payroll in Strongsville:\$ 17.4 million (ANNUALIZED)

Brief Company Description: THE COMPANY SELLS ACCOUNTING  
SOFTWARE AND PAYROLL SERVICES TARGETING  
THE CONSTRUCTION INDUSTRY.



Principal Owners/Officers: FRED ODE - CEO MIKE ODE PRESIDENT

Federal Identification No. (FEIN): 34-1474815

Does your firm owe any monies to the State of Ohio, a State agency or Political Subdivision? If so, please explain: NONE

**Project Information:**

Brief Project Description: ENHANCEMENTS AND NEEDED MAINTENANCE TO THE BUILDING.

Project Address/Location(s): 17800 ROYALTON RD. STRONGSVILLE 44136

Project Start Date: 12/1/18

Estimated Completion Date: MOVE IN MAY JUNE 2019

\*New Full-Time Permanent Jobs Created by the Project: 40-50/YR

\*New Payroll Created by the Project: \$ 2.1 /YR

Total Project Investment:

- Real Property Investment: \$6.5 million + RENOVATIONS \$3 million +
- Personal Property Investment: \$2 million +


Application Fee:

- A non-refundable fee of \$ 500 is to be submitted with this application. A copy of the application will be attached to the final Job/Payroll Creation Incentive Grant Program Agreement, which must be submitted to City Council for approval.

**\* Note: Certain required thresholds under the Program must be met in order to receive a grant.**

**Certification of Information:**

Submission of this application expressly authorizes the City of Strongsville to contact any agency to confirm the statements contained herein. The Applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct, and is subject to all penalties for falsification provided under law.

  
\_\_\_\_\_  
Signature  
PRESIDENT  
\_\_\_\_\_  
Title

MICHAEL COPE  
\_\_\_\_\_  
Printed Name  
10-18-18  
\_\_\_\_\_  
Date

Please submit completed application to:

**The City of Strongsville**  
Department of Economic Development  
16099 Foltz Parkway, Strongsville, Ohio 44149  
Attention: Brent Painter, Director of Economic Development  
(440) 580-3118  
[brent.painter@strongsville.org](mailto:brent.painter@strongsville.org)



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## JOB/PAYROLL CREATION INCENTIVE GRANT PROGRAM

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The City of Strongsville has established a Job/Payroll Creation Incentive Program that offers incentives to eligible businesses that are creating new, full-time jobs generating new payroll. The City will offer an eligible company an annual grant payment based on a percentage of the annual payroll withholding taxes generated by jobs that are new to the City of Strongsville.

### **Program Parameters/Requirements:**

- The program will be structured as an incentive grant based upon the creation of new full-time jobs and payroll.
- Strongsville's payroll withholding tax is 2%. Grants are based upon a percentage of the payroll tax withheld for new jobs created as a result of an approved project (See Grant Guidelines below). Grants will be awarded using non-tax revenues.
- Each grant application must be approved by City Council and the Mayor through a specific grant agreement, prior to the applicant company undertaking the project.
- The program will be available to businesses committing to a re-location/expansion into Strongsville or existing Strongsville businesses committing to an increase of jobs and payroll in the City.
- In order to be eligible, a company locating a new business in Strongsville must create a minimum of thirty (30) new full-time jobs within a 3-year period generating a minimum new annual payroll of \$6,000,000 to the City of Strongsville and as indicated in their application.
- A company already located in Strongsville and expanding at its current facility, or expanding at a new facility within the City, must create within a 3-year period thirty (30) new full-time jobs generating a minimum annual payroll of \$6,000,000 new to the City of Strongsville, while maintaining its current employee payroll.
- All applicants must meet the minimum required number of additional new full-time jobs and new annual payroll to new or existing Strongsville businesses to be eligible, and as measured against current jobs and current payroll at time of application.
- No grant funds will be awarded until required and agreed upon minimum thresholds are met for both new full-time jobs and new annual payroll as set forth in the specific Job/Payroll Creation Grant Agreement with the City, and consistent with the above parameters. The term of the grant starts only once designated targets are met. Such targets must be maintained for each year in order to be eligible to receive the grant for that particular year.
- Independent contractor positions do not qualify as full-time jobs.
- The following categories are not eligible altogether under the Program: Retail and food service businesses; public utilities; state, federal or local governmental units, agencies or entities.



**Grant Guidelines:**

The maximum grant will be for eight (8) years\* and 30%. All grants will be based on actual new jobs and payroll according to the following schedule:

| Minimum New Full-Time Jobs Created | New Annual Payroll              | Length of Grant | Award Rate |
|------------------------------------|---------------------------------|-----------------|------------|
| N/A                                | Less than \$6 million           | N/A             | N/A        |
| 30                                 | \$6 million to \$9.99 million   | 3 years         | 25%        |
| 50                                 | \$10 million to \$11.99 million | 3 years         | 30%        |
| 70                                 | \$12 million to \$13.99 million | 4 years         | 30%        |
| 90                                 | \$14 million to \$15.99 million | 5 years         | 30%        |
| 110                                | \$16 million to \$17.99 million | 6 years         | 30%        |
| 130                                | \$18 million to \$19.99 million | 7 years         | 30%        |
| 150                                | \$20 million or above           | 8 years         | 30%        |

\*Notwithstanding the technical parameters of the grant guidelines, an applicant may be eligible for a grant with a term not to exceed ten (10) years at a 30% award rate at the City's sole discretion only if both of the following circumstances are established: (a) The project must create at least a 75% increase over the grant guideline threshold for new annual payroll of \$20 million (i.e. \$35 million) and/or new jobs requirement of 150 new permanent full-time jobs (i.e. at least 265 new full-time jobs); and (b) is identified by the City of Strongsville as having additional extraordinary circumstances associated with the project.

- For companies already located in Strongsville, only new jobs and payroll shall be used to determine the number of years and the award percentage of the grant. The company will be required to maintain the workforce level and payroll that are current when the grant application is filed.
- If the company is leasing space, the number of years of the grant may be limited so as not to exceed the current lease term.
- If a company has multiple locations in the City and total new employment and new payroll requirements are met at any combination of locations within the City, then the company will qualify for the grant payments.
- City Council will have the discretion to customize allowable time frames for each grant agreement when unusual circumstances may warrant, so long as consistent with the parameters and intent of this Program.
- Only new payroll attributable to new employees and paid after the effective date of the application will be eligible for purposes of calculating the amount of the grants awarded.



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### **Application Procedures:**

Application forms will be available from the Economic Development Department. A non-refundable application fee of \$500.00 in the form of a check payable to the City of Strongsville shall be submitted with the application to cover administrative costs.

### **Program Funding:**

Funding for the grant program will be charged and paid from non-tax generated revenues, including but not limited to, interest income, permit fees, service charges, activity fees, and tax incentive application and monitoring fees.

### **Claw Back Provision:**

Each grant agreement will include a binding claw back provision requiring, at the option of the City, repayment of grant monies if the company leaves the City during the term of the agreement.

### **Annual Reporting:**

- Upon the City's request and on forms provided by the City, companies must submit an annual Job/Payroll Creation Grant report documenting new employment and payroll, and providing whatever additional information is requested by the Director of Finance. This report will be required annually during each year that a grant is being awarded.
- The annual performance reports will be reviewed by the Director of Economic Development and the Finance Director. An annual summary report of all grants activity will be prepared by the Director of Economic Development and transmitted to the Mayor and City Council.

### **Termination of Agreement:**

- If the project does not proceed as specified in the agreement, or the company leaves the City during the term of agreement, then Council may rescind the agreement upon recommendation of the Administration.

*October 21, 2013*

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2018 – 160

By: Mayor Perciak and All Members of Council

**AN ORDINANCE AMENDING SECTION 220.10 OF CHAPTER 220 OF TITLE FOUR OF PART TWO-ADMINISTRATION CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE CONCERNING MISCELLANEOUS COUNCIL MATTERS, AND DECLARING AN EMERGENCY.**

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

**Section 1.** That Section 220.10 of Chapter 220 of Title Four of Part Two-Administration Code, of the Codified Ordinances of the City of Strongsville, be and is hereby amended to read in its entirety as follows:

**220.10 MISCELLANEOUS.**

(a) All powers which are now or may hereafter be exercised by the City, and which are not otherwise designated by law to be exercised by another officer or body of the City, shall be and are vested in Council.

(b) These Rules or any of them may be temporarily suspended at any meeting of Council by a majority of Council except when a greater number is required by law. The vote on such suspension shall be taken by the ayes and nays. In case any rule herein shall not have been adhered to by Council, the same shall be regarded as having been suspended.

(c) These Rules may be altered, repealed or supplemented in whole or in part at any meeting of Council by a motion receiving a majority affirmative vote of all members of Council.

(d) In all instances not otherwise governed by law, Council shall be governed by Roberts Rules of Order Newly Revised ~~10th~~**11th** Edition.

(e) The determination that any part of these Rules is invalid shall not invalidate or impair the force or effect of any other part hereof, except to the extent that such other part is wholly dependent for its operation upon the part declared invalid.

(f) When reference is made to any officer, office or position in these Rules, said reference shall also apply to any person authorized to act in place of said officer or to hold said office or position in place of the incumbent pursuant to these Rules.

(g) All gender specific references to members or officers of Council in these Rules shall be construed to include both sexes.  
(~~Ord. 2002-54. Passed 5-20-02.~~)

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2018 – 160

Page 2

**Section 2.** That all ordinances or parts of ordinances, in conflict with any of the provisions of this Ordinance shall, to the extent of any conflict, be and hereby are repealed.

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

**Section 4.** That this 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 provide for the orderly functioning of City Council and its consideration of legislation and other matters before it. 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    | _____      | _____      |
| Kosek    | _____      | _____      |
| Roff     | _____      | _____      |
| Schonhut | _____      | _____      |
| Short    | _____      | _____      |

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

ORD. No. 2018-160 Amended: \_\_\_\_\_  
 1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

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

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2018 – 161

By: Mayor Perciak and All Members of Council

**A RESOLUTION AUTHORIZING THE MAYOR AND ASSISTANT LAW DIRECTOR TO ENTER INTO AN AGREEMENT WITH THE CLEVELAND CLINIC FOUNDATION REGARDING REAL ESTATE TAX EXEMPTION FOR PROPERTY LOCATED AT 16761 SOUTH PARK CENTER, IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.**

WHEREAS, the Cleveland Clinic Strongsville Family Health and Surgery Center ("Strongsville Family Health Center") is owned by the Cleveland Clinic Foundation ("Clinic"), and is located on property at 16761 South Park Center in Strongsville, Ohio (PPN 396-24-015; formerly part of PPN 396-24-013); and

WHEREAS, it was asserted that the building associated with the Strongsville Family Health Center is owned by the Clinic, and the land on which the Strongsville Family Health Center building is located is owned by Southpark Mall LLC; and

WHEREAS, the Clinic and Southpark Mall LLC jointly filed an application for real estate tax exemption for original Permanent Parcel No. 396-24-013, which is now known as Permanent Parcel No. 396-24-015, and that was adjudicated by the Ohio Department of Taxation and resulted in a Final Determination of exemption in DTE No. YE 3056, dated December 22, 2017 (the "Final Determination"); and

WHEREAS, the City of Strongsville filed and dismissed without prejudice an action captioned *State of Ohio ex rel. City of Strongsville, et al. v. Ohio Department of Taxation Tax Commissioner, Joseph W. Testa, et al.*, Cuyahoga County Case No. CV-18-899213, related to the Final Determination order issued by the Ohio Department of Taxation; and

WHEREAS, as a result of negotiations conducted by and among the parties, the parties are desirous of settling, compromising and resolving their disputes and differences among themselves and are proposing to enter into an Agreement relating to this matter.

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

**Section 1.** That this Council hereby authorizes the Mayor to enter into an Agreement, substantially in the form attached hereto as Exhibit 1 and incorporated herein by reference; and further authorizes the Mayor and Assistant Law Director and such other appropriate officials of the City to do all things necessary to carry out the terms and conditions of such Agreement.

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



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

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

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

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

|          | <u>Yea</u> | <u>Nay</u> |
|----------|------------|------------|
| Carbone  | _____      | _____      |
| Daymut   | _____      | _____      |
| DeMio    | _____      | _____      |
| Kosek    | _____      | _____      |
| Roff     | _____      | _____      |
| Schonhut | _____      | _____      |
| Short    | _____      | _____      |

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

Res.  
 ORD. No. 2018-161 Amended: \_\_\_\_\_  
 1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

## Agreement

This Agreement (the "Agreement") is entered into on November \_\_, 2018 by and between the Cleveland Clinic Foundation (the "Clinic") and the City of Strongsville ("Strongsville") (collectively with the Clinic, the "Parties").

WHEREAS, the Cleveland Clinic Strongsville Family Health and Surgery Center (the "Strongsville Family Health Center") is located at 16761 South Park Center in Strongsville, Ohio;

WHEREAS, the Strongsville Family Health Center is located on Permanent Parcel Number 396-24-015 (formerly part of Permanent Parcel Number 396-24-013);

WHEREAS, the ownership of the real estate associated with the Strongsville Family Health Center is not typical of Clinic family health centers in Northeast Ohio, such that the land on which the Strongsville Family Health Center is located is owned by Southpark Mall LLC and the building in which the Strongsville Family Health Center is housed is owned by the Clinic;

WHEREAS, the Clinic and Southpark Mall LLC jointly filed an application for real estate tax exemption for original Permanent Parcel Number 396-24-013 (now known as Permanent Parcel Number 396-24-015) that was adjudicated by the Ohio Department of Taxation and resulted in a Final Determination in DTE No. YE 3056, dated December 22, 2017 (the "Final Determination") from which no appeal was taken;

WHEREAS, the Final Determination orders that Permanent Parcel Number 396-24-013 (now known as 396-24-015) is exempt from real estate taxation for tax year 2016 and that taxes, penalties, and interest for tax years 2013, 2014, and 2015 be remitted;

WHEREAS, the Final Determination orders that current Permanent Parcel Number 396-24-015 remain on the exempt list until restored by the county auditor or Tax Commissioner;

WHEREAS, in connection with the bifurcated ownership structure of the real estate associated with the Strongsville Family Health Center, the Clinic desires to contribute a portion of its tax remittance to the City of Strongsville and to the Strongsville City Schools Board of Education; and

WHEREAS, Strongsville filed and dismissed without prejudice an action captioned *State of Ohio ex rel. City of Strongsville, et al. v. Ohio Department of Taxation Tax Commissioner, Joseph W. Testa, et al.*, Case No. CV-18-899213 (Cuyahoga County Court of Common Pleas) related to current Permanent Parcel Number 396-24-015;

WHEREAS, the Parties, together with the Strongsville City Schools Board of Education, mutually desire to avoid any adversarial proceedings with each other.

THEREFORE, the Parties, in consideration of the recitals stated above and for the good and valuable consideration stated below, the sufficiency of which is acknowledged, agree as follows:

1. Strongsville covenants and agrees that it will not file or in any way support the filing of any litigation or administrative proceeding that relates to the real estate tax exemption associated with Permanent Parcel Number 396-24-015, provided that: (1) the Cleveland Clinic Foundation continues to utilize Permanent Parcel Number 396-24-015 for an exempt purpose; (2) there is no change in the law for tax exemption that would affect the current use as being tax exempt; (3) there is no addition to Permanent Parcel Number 396-24-015 for a non-exempt purpose, and (4) the Cleveland Clinic Foundation remains a charitable institution. The intent of the Parties is that the continued exemption of the property will not be challenged so long as the circumstances listed above remain accurate. The Parties agree that no adequate remedy at law would exist in the event Strongsville were to breach the obligations contained in this paragraph.

2. Provided that no party files any litigation or administrative proceeding that relates to the real estate tax exemption associated with Permanent Parcel Number 396-24-015, as set out in Paragraph one (1) above, the Clinic will pay a total of \$186,000 to Strongsville in two equal installments of \$93,000, each to be paid no later than December 31, 2018. In the event Strongsville files any litigation or administrative proceeding that relates to the real estate tax exemption associated with Permanent Parcel Number 396-24-015, as set out in Paragraph one (1) above for the tax years 2013 through 2016, the Clinic shall be relieved of its obligation to make any unpaid payments to Strongsville. In the event Strongsville files any litigation or administrative proceeding that relates to the real estate tax or tax exemption associated with Permanent Parcel Number 396-24-015 for the tax years 2013 through 2016, the Clinic shall be relieved of its obligation to make any unpaid payments to Strongsville and Strongsville shall return any payments made by the Clinic as set out in this paragraph 2.

3. The Parties will issue a joint press release to announce their agreement, in the form attached as Exhibit A hereto.

**THE PARTIES AGREE THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND AND AGREE TO ITS TERMS, AND HAVE KNOWINGLY AND VOLUNTARILY SIGNED IT ON THE DATES WRITTEN BELOW.**

**City of Strongsville**

By: \_\_\_\_\_

DATE \_\_\_\_\_

Its: \_\_\_\_\_

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**The Cleveland Clinic Foundation**

By: \_\_\_\_\_

DATE \_\_\_\_\_

Its: \_\_\_\_\_