

# City of Strongsville

16099 Foltz Parkway  
Strongsville, Ohio 44149-5598  
Phone: 440-580-3110  
Council Office Fax: 440-572-1648  
[www.strongsville.org](http://www.strongsville.org)

July 11, 2019

## MEETING NOTICE

### City Council

Matthew P. Patten  
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

City Council has scheduled the following meeting for **Monday, July 15, 2019**, 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 7:00 p.m.** All committees listed will meet immediately following the previous committee:

**7:00 P.M.** **Planning, Zoning & Engineering Committee** will meet to discuss Ordinance Nos. 2019-092, 2019-093, 2019-117, 2019-118 and Resolution No. 2019-119.

**Public Service & Conservation Committee** will meet to discuss Ordinance Nos. 2019-120, 2019-121, 2019-122 and 2019-123.

**Finance Committee** will meet to discuss Resolution No. 2019-124.

**Committee of the Whole** will meet to discuss Ordinance Nos. 2019-125, 2019-126 and Resolution No. 2019-127

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 to discuss and review the status of certain collective bargaining negotiations.

**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, JULY 15, 2019 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 – July 1, 2019*
6. APPOINTMENTS, CONFIRMATIONS, AWARDS AND RECOGNITION:
  - *Administration of Ceremonial Oath of Office to newly-appointed Police Officer Luke D. Berry.*
  - *Certificate of Recognition presented to Eric Dubsy by Strongsville City Council.*
7. PUBLIC HEARING:
  - Ordinance No. 2019-092 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 VACANT REAL PROPERTY LOCATED ON ROYALTON ROAD (PPNs 392-14-001 and 392-14-002), IN THE CITY OF STRONGSVILLE, FROM GI (GENERAL INDUSTRIAL) CLASSIFICATION TO SR-1 (SENIOR RESIDENCE) CLASSIFICATION. *First reading and referred to the Planning Commission 05/20/19. Favorable recommendation by the Planning Commission 05/23/19. Second reading 06/03/19. Public hearing 07/15/19.*
  - Ordinance No. 2019-093 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 PROPERTY LOCATED AT 19132 TEMPLE DRIVE (PPNs 393-19-016 and 393-19-017) IN THE CITY OF STRONGSVILLE, FROM OB (OFFICE BUILDING) CLASSIFICATION TO PF (PUBLIC FACILITIES) CLASSIFICATION. *First reading and referred to the Planning Commission 05/20/19. Favorable recommendation by the Planning Commission 05/23/19. Second reading 06/03/19. Public hearing 07/15/19.*
8. REPORTS OF COUNCIL COMMITTEE:
  - SCHOOL BOARD – *No meeting until August 15, 2019*
  - SOUTHWEST GENERAL HEALTH SYSTEM – Mr. Short:
  - BUILDING AND UTILITIES – Mr. Patten:

- COMMUNICATIONS AND TECHNOLOGY – Ms. Kosek:
  - ECONOMIC DEVELOPMENT– Ms. Kosek:
  - 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. 2019-092 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 VACANT REAL PROPERTY LOCATED ON ROYALTON ROAD (PPNs 392-14-001 and 392-14-002), IN THE CITY OF STRONGSVILLE, FROM GI (GENERAL INDUSTRIAL) CLASSIFICATION TO SR-1 (SENIOR RESIDENCE) CLASSIFICATION. *First reading and referred to the Planning Commission 05/20/19. Favorable recommendation by the Planning Commission 05/23/19. Second reading 06/03/19. Public hearing 07/15/19.*
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  - Ordinance No. 2019-117 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE STRONGSVILLE TRAFFIC SIGNAL UPGRADE PROJECT (CUY-SR 42/82-0.00 and PID NO. 97602), AND DECLARING AN EMERGENCY.

- Ordinance No. 2019-118 by Mayor Perciak and All Members of Council. AN ORDINANCE ACCEPTING FOR RECORDING PURPOSES ONLY THE PLAT OF PINE LAKES CROSSING NO. 2, PHASE 2 IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Resolution No. 2019-119 by Mayor Perciak and All Members of Council. A RESOLUTION DECLARING THE INTENT OF THE COUNCIL OF THE CITY OF STRONGSVILLE TO ACCEPT FOR DEDICATION CERTAIN STREETS WITHIN PINE LAKES CROSSING NO. 2, PHASE 2 IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Ordinance No. 2019-120 by Mayor Perciak and All Members of Council. AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO ENTER INTO A MODIFICATION TO THE CURRENT AGREEMENT WITH A RECYCLING COMPANY FOR SALE OF RESIDENTIAL AND MUNICIPAL RECYCLABLE WASTE PAPER AND CARDBOARD PAPER MATERIALS, AND DECLARING AN EMERGENCY.
- Ordinance No. 2019-121 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR EMERGENCY REPAIRS AT THE CITY'S WESTWOOD DRIVE PUMP STATION, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.
- Ordinance No. 2019-122 by Mayor Perciak and All Members of Council. AN ORDINANCE REQUESTING PARTICIPATION IN AN OHIO DEPARTMENT OF TRANSPORTATION CONTRACT FOR THE PURCHASE OF ONE (1) WESTERN STAR 4700SF FRONT AXLE CAB AND CHASSIS UNIT, WITH APPURTENANCES, FOR USE BY THE SERVICE DEPARTMENT OF THE CITY; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO DO ALL THINGS NECESSARY TO ENTER INTO AN AGREEMENT IN CONNECTION THEREWITH; AND DECLARING AN EMERGENCY.
- Ordinance No. 2019-123 by Mayor Perciak and All Members of Council. AN ORDINANCE REQUESTING PARTICIPATION IN OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES CONTRACTS FOR THE PURCHASE OF ONE (1) 850 SERIES RAMJET REAR REEL MOUNTED SEWER CLEANER (VACTOR) AND ONE (1) EASMENT MACHINE WITH 600' HOSE REEL, ALL WITH RELATED APPURTENANCES, FOR USE BY THE SERVICE DEPARTMENT OF THE CITY; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO DO ALL THINGS NECESSARY TO ENTER INTO AN AGREEMENT IN CONNECTION THEREWITH; AND DECLARING AN EMERGENCY.
- Resolution No. 2019-124 by Mayor Perciak and All Members of Council. A RESOLUTION REQUESTING THE FISCAL OFFICER OF CUYAHOGA COUNTY TO ADVANCE CERTAIN FUNDS, BOTH GENERAL OPERATING AND SPECIAL ASSESSMENTS, TO THE CITY OF STRONGSVILLE, OHIO, AND DECLARING AN EMERGENCY.
- Ordinance No. 2019-125 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH SOUTHWEST GENERAL HEALTH CENTER FOR THE LEASE OF CERTAIN PORTIONS OF THE WALTER F. EHRNFELT RECREATION & SENIOR CENTER, AND DECLARING AN EMERGENCY.

- Ordinance No. 2019-126 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A SERVICE AGREEMENT WITH SOUTHWEST GENERAL HEALTH CENTER FOR CERTAIN SERVICES TO BE PERFORMED AT THE WALTER F. EHRNFELT RECREATION & SENIOR CENTER, AND DECLARING AN EMERGENCY.
- Resolution No. 2019-127 by Mayor Perciak and All Members of Council. A RESOLUTION DECLARING THE MONTH OF AUGUST, 2019 AS COUNCIL RECESS MONTH, AND DECLARING AN EMERGENCY.

12. COMMUNICATIONS, PETITIONS AND CLAIMS:

13. MISCELLANEOUS BUSINESS:

14. ADJOURNMENT:

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2019 – 092

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 VACANT REAL PROPERTY LOCATED ON ROYALTON ROAD (PPNs 392-14-001 and 392-14-002), IN THE CITY OF STRONGSVILLE, FROM GI (GENERAL INDUSTRIAL) CLASSIFICATION TO SR-1 (SENIOR RESIDENCE) CLASSIFICATION.

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 vacant real property located on Royalton Road (PPNs 392-14-001 and 392-14-002) from GI (General Industrial) classification to SR-1 (Senior Residence) classification, which property is more fully described in Exhibit A and as depicted in Exhibit B, attached hereto and incorporated herein as if fully rewritten.

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

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

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

First reading: May 20, 2019

Referred to Planning Commission

Second reading: June 3, 2019

May 21, 2019

Third reading: \_\_\_\_\_

Approved: Favorable recommendation by Planning Commission 05/23/19.

Public Hearing: \_\_\_\_\_

CITY OF STRONGSVILLE, OHIO  
ORDINANCE NO. 2019 - 092  
Page 2

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

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

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

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

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
DeMio	_____	_____
Kosek	_____	_____
Patten	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

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

ORD. No. 2019-092 Amended: \_\_\_\_\_  
1st Rdg. 05/20/19 Ref: PC/PZE  
2nd Rdg. 06/03/19 Ref: PZE  
3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_



**LEGAL DESCRIPTION**  
**PPN 392-14-001 & 392-14-002**  
**Royalton Road**  
**Strongsville, Ohio**

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio and known as being part of Original Strongsville Township Lot No. 86, further known as being all of those lands conveyed to South Boston Developers, LLC. by deed recorded in AFN 200808060488 of Cuyahoga County Records, said premises being more particularly bounded and described as follows:

Beginning at a 5/8 inch iron pin found inside a monument box assembly at the intersection of Royalton Road (State Route 82), 80 feet wide, and the centerline of Prospect Road, 60 feet wide, said point also being the southeasterly corner of the aforementioned Lot No. 86; thence South 89 degrees 04 minutes 31 seconds West along the centerline of Royalton Road, also being the southerly line of said Lot No. 86, a distance of 1891.41 feet to the southeasterly corner of Parcel No. 43-WD conveyed to the City of Strongsville by deed recorded in AFN 200310071632 of Cuyahoga County Records; thence North 00 degrees 15 minutes 10 seconds West along the easterly line of said Parcel No. 43-WD, a distance of 40.00 feet to a 5/8 inch iron pin set at the northeasterly corner thereof and the PRINCIPAL PLACE OF BEGINNING of the premises herein described;

Course No. 1: Thence South 89 degrees 04 minutes 31 seconds West along the northerly line of said Parcel No. 43-WD, a distance of 60.25 feet to the northwesterly corner thereof (a MAG nail was found distant 0.16 foot South of said point);

Course No. 2: Thence North 00 degrees 55 minutes 29 seconds West along the easterly line of lands conveyed to Bruna and Andrew W. Gibis by deed recorded in AFN 201811210448 of Cuyahoga County Records, a distance of 260.00 feet to a 5/8 inch iron pin set at the northeasterly corner thereof (a 5/8 inch iron pin was found (bent) distant 0.03 foot North and 2.17 feet East of said point);

Course No. 3: Thence South 89 degrees 04 minutes 31 seconds West along the northerly line of said Gibis lands, and along the northerly line of lands conveyed to Tricounty Vet Services, LLC by deed recorded in AFN 201310010310 of Cuyahoga County Records, a distance of 310.00 feet to the northwesterly corner thereof (a 1/2 inch iron pin was found distant 0.67 foot South and 1.16 foot West of said point);

Course No. 4: Thence North 00 degrees 55 minutes 29 seconds West along the easterly line of Parcel No. 2 of lands conveyed to Linda L. Thacker by deed recorded in AFN 201607060296 of Cuyahoga County Records, a distance of 400.00 feet to a 5/8 inch iron pin set at the northeasterly corner thereof (a 3/4 inch iron pipe was found distant 0.46 foot North and 8.22 feet East of said point);

Course No. 5: Thence South 89 degrees 04 minutes 31 seconds West along the northerly line of said Thacker lands, and along the northerly line of lands conveyed to Timothy A. and Barbara A. Hietala by deed recorded in Volume 85-1079, Page 14 of Cuyahoga County Records, a distance of 200.00 feet to the northwesterly corner thereof (a 5/8 inch iron pin was found distant 0.67 foot South and 1.16 foot West of said point);

Course No. 6: Thence North 71 degrees 55 minutes 25 seconds West along the northeasterly line of lands conveyed to Alma Jean Erskine by deed recorded in AFN 200205240029 of Cuyahoga County



Records, a distance of 460.61 feet to a 5/8 inch iron pin set at the northwesterly corner thereof, said point being located on the westerly line of the aforementioned Lot No. 86;

Course No. 7: Thence North 00 degrees 26 minutes 29 seconds West along the westerly line of Lot No. 86, also being the easterly line of Parcel C and Parcel B in the Lot Split Map Made For The Stoyanoff's recorded in Volume 380 of Maps, Page 8 of Cuyahoga County Records, a distance of 282.57 feet to the southwesterly corner of Block SF-11 in Siedel Farms Subdivision No. 4 recorded in Volume 383 of Maps, Pages 69-70 of Cuyahoga County Records (unable to set point; corner in creek);

Course No. 8: Thence North 89 degrees 10 minutes 28 seconds East along the southerly line of said Block SF-11, and along the southerly line of Block SF-12 in Siedel Farms Subdivision No. 6 recorded in AFN 201709070300 of Cuyahoga County Records a distance of 1455.79 feet to a northwesterly corner of Parcel A in a Lot Consolidation Plat recorded in Volume 385 of Maps, Page 20 of Cuyahoga County Records (a 5/8 inch iron pin was found distant 0.35 foot North of said point);

Course No. 9: Thence South 00 degrees 15 minutes 10 seconds East along a westerly line of said Parcel A, a distance of 506.09 feet to an iron pin set at an internal corner thereof;


Course No. 10: Thence South 89 degrees 04 minutes 31 seconds West along a northerly line of said Parcel A, a distance of 139.62 feet to a northwesterly corner thereof (a 3/4 inch iron pipe was found distant 0.04 foot South and 0.02 foot West of said point);

Course No. 11: Thence South 00 degrees 15 minutes 10 seconds East along a westerly line of said Parcel A, a distance of 324.00 feet to the northeasterly corner of lands conveyed to Robert Joseph Latawicz by deed recorded in AFN 201508170523 of Cuyahoga County Records (a 5/8 inch iron pin was found distant 0.50 foot South and 0.09 foot West of said point);

Course No. 12: Thence South 89 degrees 04 minutes 31 seconds West along the northerly line of said Latawicz lands, a distance of 300.00 feet to the northwesterly corner thereof (a 5/8 inch iron pin was found distant 0.11 foot South and 0.04 foot West of said point);

Course No. 13: Thence South 00 degrees 15 minutes 10 seconds East along the westerly line of said Latawicz lands, a distance of 260.00 feet to the Principal Place of Beginning and containing 20.4715 Acres (891,737 Square Feet) of land, according to a survey by Christopher J. Dempsey, Professional Land Surveyor No. 6914 of Dempsey Surveying Company on April 1, 2019, being the same more or less but subject to all legal highways and easements of record.

Bearings are based on Grid North of the Ohio State Plane Coordinate System North Zone, NAD 83 Datum.

  
Christopher J. Dempsey  
Professional Land Surveyor No. 6914

T.M. 19-015-S-001



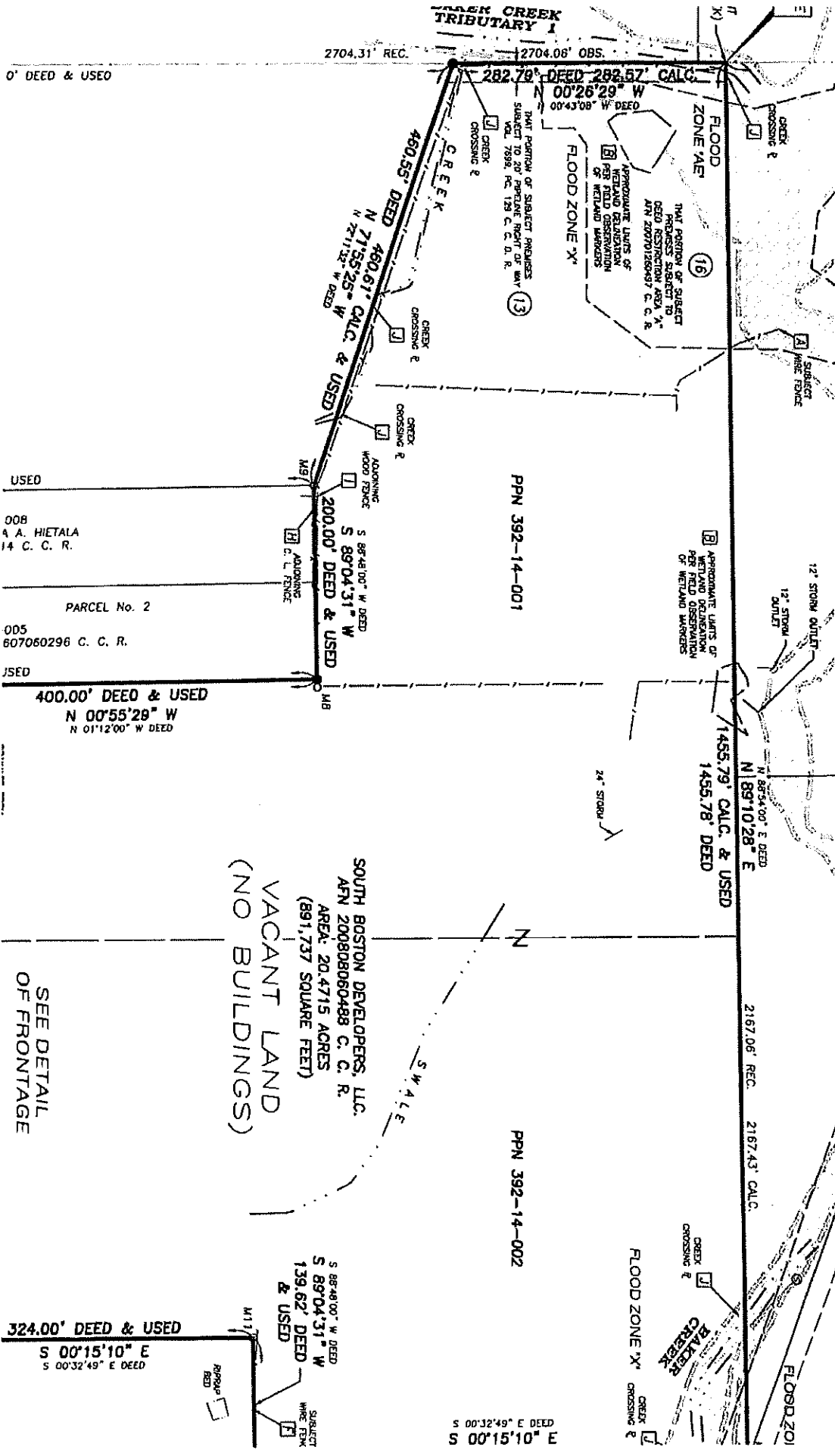
This Legal Description Complies with  
The Cuyahoga County Transfer and  
Conveyance Standards and is approved  
for transfer.

APR 15 2019



Agent  
Professional Land Surveyors





0' DEED & USED

2704.31' REC. 2704.06' OBS.

282.79' DEED 282.57' CALC  
00°26'29" W DEED  
00°43'08" W DEED

480.55' DEED  
N 71°55'25" W DEED  
N 72°11'22" W DEED

THAT PORTION OF SUBJECT PREMISES SUBJECT TO 20' PERMANENT RIGHT OF WAY VOL. 7599, P.C. 173 C. C. D. R. (13)

FLOOD ZONE 'X'

FLOOD ZONE 'Y'

THAT PORTION OF SUBJECT DEEDS SUBJECT TO 20' PERMANENT RIGHT OF WAY VOL. 20070125097 C. C. R.

USED

008  
A. A. HIETALA  
14 C. C. R.

PARCEL No. 2

005  
607060296 C. C. R.

USED

400.00' DEED & USED  
N 00°55'29" W  
N 01°12'00" W DEED

PPN 392-14-001

1455.79' CALC. & USED  
1455.78' DEED  
N 89°34'00" E DEED  
N 89°10'28" E

SOUTH BOSTON DEVELOPERS, LLC.  
APN 200908060488 C. C. R.  
AREA: 20.4715 ACRES  
(891,737 SQUARE FEET)  
VACANT LAND  
(NO BUILDINGS)

SEE DETAIL  
OF FRONTAGE

PPN 392-14-002

2167.06' REC. 2167.43' CALC.

324.00' DEED & USED  
S 00°15'10" E  
S 00°32'49" E DEED

S 89°48'00" W DEED  
S 89°04'31" W  
139.62' DEED  
& USED

S 00°32'49" E DEED  
S 00°15'10" E

**PROPERTY DESCRIPTION FORM**

Ordinance Number: 2019-092

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: NO Given Address, Located Just West of Vitalia - North Side of The 87.

Permanent Parcel No.: 392-14-002 / 392-14-001

The property is bounded by the following streets: (indicate direction; i.e., north, south, etc.) North of Royalty Rd, West of Project Rd, South of Westwood Dr

Number and type of buildings which now occupy property (if any): 0

Acreage: 20.345

Said property (has) (had) the following deed restrictions affecting the use thereof (attach copy): Wetland deed restriction. See attached.

Said deed restrictions (will) (have) expire(d) on: No expiration date.

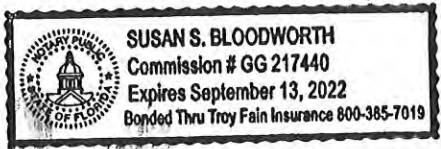
Said property is presently under lease or otherwise encumbered as follows: The property is not encumbered.

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

[Signature]  
Signature of Owner(s) is CEO

State of Ohio )  
County of Cuyahoga )  
St. Johns

Sworn to and subscribed to in my presence this 24th day of April, 2019.



[Signature]  
Notary Public

My commission expires \_\_\_\_\_

\* 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.

**PETITION FOR ZONING CHANGE**

Ordinance Number: 2019-092

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 GI use to a class SR-1 use.

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

The property is adjacent to existing Omni/Vitalia

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 in SR-1 will not create noise, light or odor pollution. In addition traffic will not be impacted.

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

1. Proposed Site Plan with Plot Plan
2. Legal Description
3. Alta Survey.

THE PROPOSED USE OF THE PROPERTY IS: Senior Villa's  
designed for elderly.

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

Name: Gary Biales - Agent

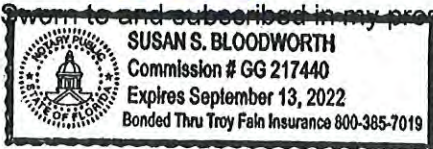
Address: 23805 Mercantile Rd. Beachwood, OH 44122

Telephone Number: 216-299-4551

Signature of Owner(s)

State of Ohio Fl )  
County of Cuyahoga )

Sworn to and subscribed in my presence this 24th day of April, 2019.



Susan S. Bloodworth  
Notary Public

My commission expires: \_\_\_\_\_

\* 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.

**200808060488**

Know all Men by these Presents, That Siedel Farms Developers, LLC, the Grantor s, who claim title by or through instrument, recorded in Volume \_\_\_\_\_, Page \_\_\_\_\_, County Recorder's Office, for the consideration of Ten Dollars and No / 100 Dollars (\$10) received to its full satisfaction of it, the Grantees South Boston Developers, LLC, whose TAX MAILING ADDRESS will be 13370 Prospect Road, Strongsville, Ohio 44149 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 s, its successors heirs and assigns forever, all such right and title us \_\_\_\_\_, the said Grantor s, have or ought to have in and to the following described piece or parcel of land, situation in the City of Strongsville, County of Cuyahoga and State of Ohio.

Legal Description: See Attached Exhibit "A".

COPY

Permanent 392-14-001  
Parcel #: 392-14-002

Type Instrument: Quit Claim Deed Ex	Date: 8/6/2008 3:26:00 PM
Tax District #: 3340	Tax List Year: 2008
Grantor: SIEDEL FARMS	Land Use Code: 5000
Grantee: SIEDEL FARMS	Land Value: 132,500
Balance Assumed: \$ 0.00	Building Value: 0
Total Consideration: \$ 0.00	Total Value: 132,500
Conv. Fee Paid: \$ 0.00	Arms Length Sale: NO
Transfer Fee Paid: \$ 1.00	Rcpt: A-08062008-11
Fee Paid by: Chicago Title Insurance C	Inst #: 381819
Exempt Code:	Check #:

*Frank Russo*  
CUYAHOGA COUNTY AUDITOR

To have and to hold the premises aforesaid, with the appurtenances thereunto belonging, to the said grantee s, its successors, heirs and assigns, so that neither the said grantor s, nor its successors, heirs, nor any other persons claiming title through or under it, 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 said corporation set its hand and corporate seal,

This 1st day of August, 2008.

Siedel Farms Developers, LLC

*Chris A. Bender*

By: Chris A. Bender

Its: President

The State of Ohio,  
Cuyahoga County

Before me, a Notary Public in and for said County and State, personally appeared the above named Chris A. Bender who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal, at

Strongsville, Ohio this 1st day of August, A.D. 2008.

*Ann M. Barlow*

This instrument prepared by:

Siedel Farms Developers, LLC

Ann M. Barlow  
NOTARY PUBLIC - STATE OF OHIO  
Recorded in Cuyahoga County  
My Comm. Expires Feb. 2, 2010

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

**MEMORANDUM**

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**TO:** Ken Mikula, City Engineer

**FROM:** Tiffany Mekeel, Assistant Clerk of Council

**DATE:** April 25, 2019

**SUBJECT:** Rezoning Applications  
South Boston Developers, LLC.  
PPNs: 392-14-001 and 392-14-002  
Address: Royalton Road  
From General Industrial (GI) to Senior Residential (SR-1)

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

Thank you.

TAM  
Attachments

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

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

**Date:** May 2, 2019

**Re:** Rezoning Application  
South Boston Developers, LLC.  
PPN's 392-14-001 & 392-14-002  
Royalton Road  
From GI to SR-1

---

Neal,

The legal description included in the Clerk of Council's April 25, 2019 memo regarding the above referenced application accurately depicts the parcels to be rezoned.

Attached is a legible copy of the legal description that should be included in the legislation.

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:** May 21, 2019  
**SUBJECT:** Referral from Council: Ordinance No(s). 2019-092 and 2019-093

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Please be advised that at its regular meeting of May 20, 2019, City Council referred the following Ordinances to the Planning Commission for its report and recommendation thereon:

- **Ordinance No. 2019-092** 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 VACANT REAL PROPERTY LOCATED ON ROYALTON ROAD (PPNs 392-14-001 and 392-14-002), IN THE CITY OF STRONGSVILLE, FROM GI (GENERAL INDUSTRIAL) CLASSIFICATION TO SR-1 (SENIOR RESIDENCE) CLASSIFICATION. *First reading and referred to Planning Commission 05/20/19.*
  
- **Ordinance No. 2019-093** 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 PROPERTY LOCATED AT 19132 TEMPLE DRIVE (PPNs 393-19-016 and 393-19-017) IN THE CITY OF STRONGSVILLE, FROM OB (OFFICE BUILDING) CLASSIFICATION TO PF (PUBLIC FACILITIES) CLASSIFICATION. *First reading and referred to Planning Commission 05/20/19.*

A copy of the Ordinances are 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:** May 24, 2019

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Please be advised that at its meeting of May 23, 2019, the Strongsville Planning Commission gave Favorable Recommendation to the following;

### **ORDINANCE NO. 2019-092**

An Ordinance Amending the Zoning Map of the City of Strongsville Adopted by Section 1250.03 of Title Six, Part Twelve of the Codified Ordinances of Strongsville to change the Zoning Classification of Certain Vacant Real Property Located on Royalton Road (PPN's 392-14-001 and 392-14-002) in the City of Strongsville from GI (General Industrial) Classification to SR-1 (Senior Residence) Classification.

### **ORDINANCE NO. 2019-093**

An Ordinance Amending the Zoning Map of the City of Strongsville Adopted by Section 1250.03 of Title Six, Part Twelve of the Codified Ordinances of Strongsville to Change the Zoning Classification of Certain Property Located at 19132 Temple Drive (PPN's 393-19-016 and 393-19-017) in the City of Strongsville from OB (Office Building) Classification to PF (Public Facilities) Classification.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2019 – 093

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 PROPERTY LOCATED AT 19132 TEMPLE DRIVE (PPNs 393-19-016 and 393-19-017) IN THE CITY OF STRONGSVILLE, FROM OB (OFFICE BUILDING) CLASSIFICATION TO PF (PUBLIC FACILITIES) CLASSIFICATION.

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 19132 Temple Drive (PPNs 393-19-016 and 393-19-017), from OB (Office Building) classification to PF (Public Facilities) classification, which property is more fully described in Exhibit A and as depicted on Exhibit B, attached hereto and incorporated herein as if fully rewritten.

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

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

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

First Reading: May 20, 2019

Second Reading: June 3, 2019

Third Reading: \_\_\_\_\_

Public Hearing: \_\_\_\_\_

Referred to Planning Commission

May 21, 2019

Approved: Favorable recommendation by Planning Commission 05/23/19.

CITY OF STRONGSVILLE, OHIO  
ORDINANCE NO. 2019 - 093  
Page 2

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

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

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

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

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
DeMio	_____	_____
Kosek	_____	_____
Patten	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

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

ORD. No. 2019-093 Amended: \_\_\_\_\_  
1st Rdg. 05/20/19 Ref: PC | PZE  
2nd Rdg. 06/03/19 Ref: PZE  
3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

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

**EXHIBIT "A"**  
Legal Description  
For File: 81119354

**Parcel No. 1:**

**Situated in the City of Strongsville, County of Cuyahoga and State of Ohio:**

**And known as being Sublot No. 22 in Strongsville Heights Subdivision, of part of Original Strongsville Township Lot No. 56, as shown by the recorded plat in Volume 140 of Maps, Pages 22 and 23 of Cuyahoga County Records, be the same more or less, but subject to all legal highways. PPN 393-19-017**

**Parcel No. 2:**

**Situated in the City of Strongsville, County of Cuyahoga and State of Ohio:**

**And known as being Sublot No. 23 in Strongsville Heights Subdivision, of part of Original Strongsville Township Lot No. 56, as shown by the recorded plat in Volume 140 of Maps, Pages 22 and 23 of Cuyahoga County Records, be the same more or less, but subject to all legal highways. PPN 393-19-016.**

**Parcel No: 393-19-016 (listed with -017)**

**EXHIBIT A**



**PETITION FOR ZONING CHANGE**

Ordinance Number: 2019-093

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

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

Such change is necessary for the preservation and enjoyment of a substantial property right because: Granting of a variance in zoning will not be materially detrimental to the public welfare or injurious of the property or improvements in the neighborhood.

Such change will not be materially detrimental to the public welfare nor to the property of other persons located in the vicinity because: The property was previously a church known as "Masonic Temple." The change in zoning would restore the structure back to its original purpose and use. ,Church, house of worship

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

- 1. General Warranty Deed 201606170803
- 2. to be supplemented
- 3. to be supplemented

**THE PROPOSED USE OF THE PROPERTY IS:** House of worship, a church

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

Name: Relentless Recovery Inc.

Address: 1898 Scranton Road, Cleveland, Ohio 44113

Telephone Number: 440-897-7656

Signature of Owner(s) [Handwritten Signature]



sworn to and subscribed in my presence this 28th day of March, 2019  
**KELSEY REYNOLDS**  
 NOTARY PUBLIC  
 FOR THE  
 STATE OF OHIO  
 My Commission Expires  
 December 4, 2022 My commission expires: 12-4-2022  
[Handwritten Signature]  
 Notary Public

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



**PROPERTY DESCRIPTION FORM**

Ordinance Number: 2019-093

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: 19132 Temple Drive, Strongsville, Ohio 44149

Permanent Parcel No.: 393-19-016, 393-19-017

The property is bounded by the following streets: (indicate direction; i.e., north, south, etc.) North Pierce, West Fetterman, South Lunn, East Pearl

Number and type of buildings which now occupy property (if any): One Building, formerly known as the "Mesonic Temple"

Acreage: 1.148 Acres, two parcels

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>Relentless Recovery Inc</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 28<sup>th</sup> day of March, 20 19.



**KELSEY REYNOLDS**  
NOTARY PUBLIC  
FOR THE  
STATE OF OHIO  
My Commission Expires  
December 4, 2022

[Signature]  
Notary Public

My commission expires 12-4-2022

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

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

**MEMORANDUM**

---

**TO:** Ken Mikula, City Engineer

**FROM:** Tiffany Mekeel, Assistant Clerk of Council

**DATE:** May 2, 2019

**SUBJECT:** Rezoning Applications  
Relentless Recovery, Inc.  
PPNs: 393-19-016 and 393-19-017  
Address: 19132 Temple Drive  
From Office Business (OB) to Public Facility (PF)

---

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

Thank you.

TAM  
Attachments

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

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

**Date:** May 6, 2019

**Re:** Rezoning Application  
Relentless Recovery, Inc.  
PPN's 393-19-016 and 393-19-017  
19132 Temple Drive  
From OB to PF

---

Neal,

The legal descriptions included in the Clerk of Council's May 2, 2019 memo regarding the above referenced application accurately depict the parcels to be rezoned.

Please feel free to contact me with any questions.

Thank you.

Permanent 393-19-016  
Parcel #:

CUYAHOGA COUNTY  
OFFICE OF FISCAL OFFICER - 2  
DEED 6/17/2016 4:38:52 PM

**201606170803**

Type Instrument: Warranty Deed  
Tax District #: 3340

Date: 6/17/2016 3:46:00 PM  
Tax List Year: 2016  
Land Use Code: 4850

Grantee: RELENTLESS RECOVERY, IN

Land Value: 88,800  
Building Value: 115,500

Balance Assumed: \$ 0.00

Total Value: 212,300

Total Consideration: \$ 180,000.00

Conv. Fee Paid: \$ 640.00

Arms Length Sale: UNKNW

Transfer Fee Paid: \$ 0.50

Rcpt: E-08172016-12

Fee Paid by: City Title Agency

Inst #: 757804

Exempt Code:

Check #: 5393

  
Cuyahoga County Fiscal Officer

File No.: 100572

### GENERAL WARRANTY DEED

Rise Properties LLC, Ohio Limited Liability Company, for One Dollar (\$1.00) and other good and valuable consideration paid, grants with general warranty covenants to Relentless Recovery, Inc., an Ohio Corporation his/her/their heirs and assigns forever, whose tax mailing and property address is: 19132 Temple Drive, Strongsville, OH 44149,

the following described real estate:

**Parcel No. 1**

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio and known as being Sublot No. 22 in Strongsville Heights Subdivision of part of Original Strongsville Township Lot No. 56, as shown by the recorded plat in Volume 140 of Maps, Pages 22 and 23 of Cuyahoga County Records, as appears by said plat, be the same more or less, but subject to all legal highways.

**Parcel No. 2**

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio and known as being Sublot No. 23 in Strongsville Heights Subdivision of part of Original Strongsville Township Lot No. 56, as shown by the recorded plat in Volume 140 of Maps, Pages 22 and 23 of Cuyahoga County Records, as appears by said plat, be the same more or less, but subject to all legal highways.

PPN: 393-19-016

Property Address: 19132 Temple Drive, Strongsville, OH 44149

*100572*  
CITY TITLE COMPANY

Parcel Number: 393-19-016

Prior Instrument Reference: AFN#201503310424, of the Cuyahoga County, Ohio Records.

Excepting from said general warranty covenants, all legal highways, restrictions, and easements of record, and taxes and assessments not yet due and payable.

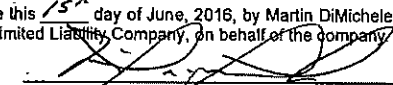
Executed this 15<sup>th</sup> day of June, 2016.

RISE PROPERTIES LLC, OHIO LIMITED LIABILITY  
COMPANY

  
Martin DiMichele  
its managing member

State of Ohio, County of Cuyahoga

The foregoing deed was acknowledged before me this 15<sup>th</sup> day of June, 2016, by Martin DiMichele, its managing member of Rise Properties LLC, Ohio Limited Liability Company, on behalf of the company

  
Notary Public  
My Commission Expires:

This instrument was prepared by:

Martin DiMichele  
OH



MICHAEL R. LEWANDOWSKI  
Notary Public, State of Ohio  
My Commission Expires  
December 8, 2016

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

**MEMORANDUM**

---

**TO:** Planning Commission

**FROM:** Tiffany Mekeel, Assistant Clerk of Council

**DATE:** May 21, 2019

**SUBJECT:** Referral from Council: Ordinance No(s). 2019-092 and 2019-093

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---

Please be advised that at its regular meeting of May 20, 2019, City Council referred the following Ordinances to the Planning Commission for its report and recommendation thereon:

- Ordinance No. 2019-092 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 VACANT REAL PROPERTY LOCATED ON ROYALTON ROAD (PPNs 392-14-001 and 392-14-002), IN THE CITY OF STRONGSVILLE, FROM GI (GENERAL INDUSTRIAL) CLASSIFICATION TO SR-1 (SENIOR RESIDENCE) CLASSIFICATION. *First reading and referred to Planning Commission 05/20/19.*
- Ordinance No. 2019-093 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 PROPERTY LOCATED AT 19132 TEMPLE DRIVE (PPNs 393-19-016 and 393-19-017) IN THE CITY OF STRONGSVILLE, FROM OB (OFFICE BUILDING) CLASSIFICATION TO PF (PUBLIC FACILITIES) CLASSIFICATION. *First reading and referred to Planning Commission 05/20/19.*

A copy of the Ordinances are 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:** May 24, 2019

---

Please be advised that at its meeting of May 23, 2019, the Strongsville Planning Commission gave Favorable Recommendation to the following;

### **ORDINANCE NO. 2019-092**

An Ordinance Amending the Zoning Map of the City of Strongsville Adopted by Section 1250.03 of Title Six, Part Twelve of the Codified Ordinances of Strongsville to change the Zoning Classification of Certain Vacant Real Property Located on Royalton Road (PPN's 392-14-001 and 392-14-002) in the City of Strongsville from GI (General Industrial) Classification to SR-1 (Senior Residence) Classification.

### **ORDINANCE NO. 2019-093**

An Ordinance Amending the Zoning Map of the City of Strongsville Adopted by Section 1250.03 of Title Six, Part Twelve of the Codified Ordinances of Strongsville to Change the Zoning Classification of Certain Property Located at 19132 Temple Drive (PPN's 393-19-016 and 393-19-017) in the City of Strongsville from OB (Office Building) Classification to PF (Public Facilities) Classification.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2019 – 117

By: Mayor Perciak and All Members of Council

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO  
A CONTRACT FOR THE STRONGSVILLE TRAFFIC SIGNAL  
UPGRADE PROJECT (CUY-SR 42/82-0.00 and PID NO. 97602),  
AND DECLARING AN EMERGENCY.**

WHEREAS, this Council previously adopted Ordinance No. 2019-066 authorizing an LPA Federal Local-Let Project Agreement with the Ohio Department of Transportation for the City's Traffic Signal Upgrade Project (Cuy.-SR 42/82-0.00 and PID No.97602) (the "Project"); and

WHEREAS, by and through Resolution No. 2019-081, Council authorized the Mayor to advertise for bids in order to proceed with the construction of the Strongsville Traffic Signal Project; however, pursuant to the Ohio Revised Code, the Administration and Council were required to reject the bids inasmuch as all bids received were substantially more than ten percent (10%) over and above the City Engineer's total estimate of costs; and

WHEREAS, therefore, by and through Resolution No. 2019-102, Council authorized the Mayor to re-advertise for bids for the Project, and the City has now received timely bids that meet the specifications on file in the office of the City Engineer and are now in compliance with all requirements established by the laws of the City and State so, therefore, Council is desirous of proceeding to award and enter into a contract for such improvements.

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

**Section 1.** That this Council finds and determines that the bid submitted by **PERRAM ELECTRIC, INC.** for the construction of improvements in connection with the Strongsville Traffic Signal Upgrade Project (Cuy.-SR 42/82-0.00 and PID No. 97602) meets the specifications on file in the office of the City Engineer, is in compliance with the applicable requirements for bids and contracts established by the laws of the City and the State, and is the lowest and best bid for the contract. All other bids for this contract are hereby rejected.

**Section 2.** That the Mayor be and hereby is authorized and directed to enter into a contract with **PERRAM ELECTRIC, INC.**, the aforesaid lowest and best bidder for the Strongsville Traffic Signal Upgrade Project (Cuy.-SR 42/82-0.00 and PID No.97602), in accordance with plans and specifications on file in the office of the City Engineer, in the amount of \$5,651,350.00, and in a form to be approved by the Law Director.

**Section 3.** That the funds necessary for this Ordinance have been appropriated and shall be paid from the General Capital Improvement Fund, the TIF Capital Improvement Fund, and such other Federal, State and local funds made available for the Project.

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



**Section 5.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to enter into said contract in order to commence the aforesaid improvements to the City's traffic signalization, meet the obligations imposed for any State and/or Federal funding, to improve City roadways and promote highway safety, and conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

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

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

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

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
DeMio	_____	_____
Kosek	_____	_____
Patten	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

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

ORD. No. 2019-117 Amended: \_\_\_\_\_  
 1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2019 – 118

By: Mayor Perciak and All Members of Council

**AN ORDINANCE ACCEPTING FOR RECORDING PURPOSES ONLY THE PLAT OF PINE LAKES CROSSING NO. 2, PHASE 2 IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.**

WHEREAS, the plat of Pine Lakes Crossing No. 2, Phase 2, is being submitted to this Council for review pursuant to Title Four of Part Twelve entitled "Subdivision Regulations" of the Codified Ordinances of the City of Strongsville; and

WHEREAS, Lipovits Construction, Inc., the owner of said Subdivision, has submitted the Subdivision plat (attached hereto as Exhibit 1) to the Planning Commission of the City of Strongsville, and the Planning Commission approved the plat on March 14, 2019; and

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

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

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

**Section 1.** That, pursuant to Section 1228.03 of the Codified Ordinances of the City of Strongsville, this Council hereby approves the form of security by the owner, and the terms and conditions of the Agreement between the City and the Owner, attached hereto as Exhibit 2; and it is hereby determined that all of the improvements as shown on the improvement plans on file with the City Engineer and/or required by Section 1228.01 shall be installed in the manner required by the ordinances of the City on or before April 1, 2020.

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

**Section 3.** That, subject to the aforesaid Agreement, the Council of the City of Strongsville does hereby approve the Subdivision plat submitted by Lipovits Construction, Inc., owner of Pine Lakes Crossing No. 2, Phase 2, in the City of Strongsville for recording purposes only.

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

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

**Section 6.** That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to assure proper development of all lots and land within the City of Strongsville, and to conform to legal requirements. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

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

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

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

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

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
DeMio	_____	_____
Kosek	_____	_____
Patten	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

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

ORD. No. 2019-118 Amended: \_\_\_\_\_  
 1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

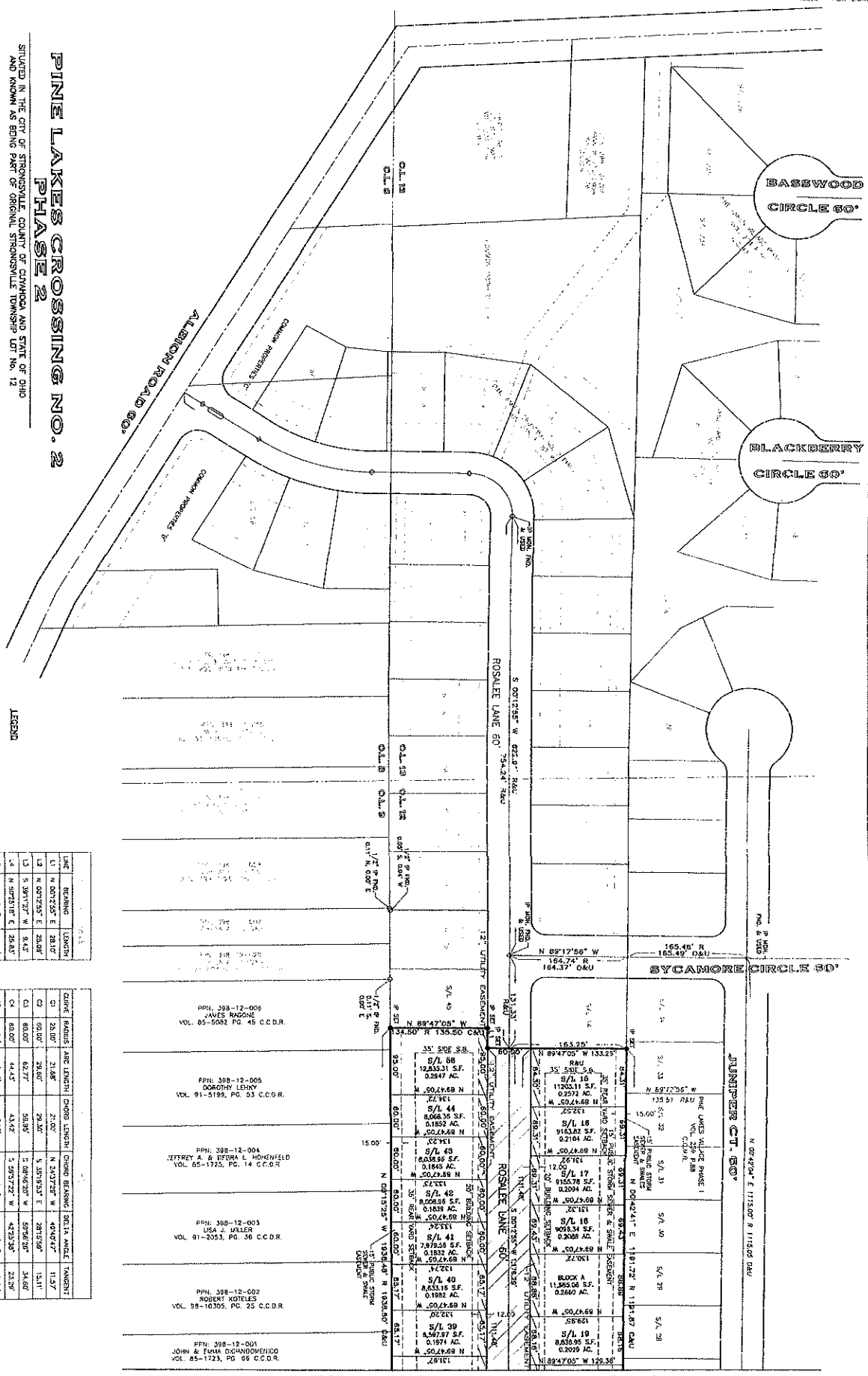
Printed on Recycled Paper



# PINE LAKES CROSSING NO. 2 PHASE 2

SITUATED IN THE CITY OF STROUSVILLE COUNTY AND STATE OF OHIO  
AND KNOWN AS BEING PART OF ORIGINAL STROUSVILLE TOWNSHIP LOT NO. 12

**MACKAY**  
Engineering & Surveying Company  
7171 North Bend, Cleveland, Ohio 44130  
(416) 886-4500 (416) 888-4500 fax



**LEGEND**

- ◆ FROM PIN TO BE SET
- ◆ NEED
- ◆ CALCULATED
- ◆ CONFORM
- ◆ PROPERTY
- ◆ SETBACK
- ◆ STRUCK
- ◆ RIGHT-OF-WAY
- ◆ CENTERLINE

LINE	BEARING	LENGTH
1	N 00°12'55" E	28.10'
2	N 00°12'55" E	28.08'
3	S 30°11'57" W	9.45'
4	N 50°23'18" E	26.82'
5	N 04°25'44" W	19.51'
6	N 02°55'07" E	48.22'
7	N 27°44'27" W	32.28'
8	N 08°44'31" E	21.27'
9	S 89°17'05" E	60.81'
10	S 89°17'05" E	60.81'

CHAIN	BEARING	LENGTH	CHAIN BEARING	BEARING	LENGTH
C1	28.08'	21.68'	N 23°02'28" W	49°04'27"	11.57'
C2	30.00'	29.68'	N 33°53'23" E	49°04'27"	11.57'
C3	80.00'	62.77'	S 58°58'20" W	59°06'20"	34.60'
C4	60.00'	44.45'	S 29°27'22" W	42°23'24"	23.78'
C5	60.00'	43.16'	N 78°30'27" W	41°09'34"	22.57'
C6	60.00'	15.16'	N 50°25'56" W	14°02'29"	7.62'
C7	60.00'	92.48'	N 87°11'11" E	50°25'56"	63.32'
C8	23.00'	21.68'	S 23°02'28" W	49°04'27"	11.57'
C9	60.00'	292.54'	N 89°17'05" W	27°21'24"	50.02'
C10	60.00'	161.4'	S 21°24'15" E	152°27'17"	81.4'

MATCH LINE SEE SHEET No. 3



## SUBDIVISION IMPROVEMENTS SECURITY AGREEMENT

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by **LIPOVITS CONSTRUCTION, INC.**, a corporation organized and existing under the laws of the State of Ohio, located at 7676 Saratoga Road, Middleburg Heights, Ohio 44130, hereinafter called "Developer" and the **CITY OF STRONGSVILLE**, a municipal corporation of the State of Ohio, located at 16099 Foltz Parkway, Strongsville, Ohio 44149, hereinafter called "City."

WHEREAS, **LIPOVITS CONSTRUCTION, INC.** is the owner and developer of certain property located in the City of Strongsville; and

WHEREAS, Developer is desirous of developing certain lands known as **PINE LAKES CROSSING NO. 2, PHASE 2**, as the same were approved by the City's Planning Commission on March 14, 2019, subject to conditions which have been substantially satisfied; and

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

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

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

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

### **I. IMPROVEMENTS, SECURITY, ACCEPTANCE AND DEDICATION.**

1. Developer shall convey or dedicate to the City all the public streets, alleys, roads, avenues, drives and public ways in the Subdivision known as Pine Lakes Crossing No. 2, Phase 2, approved by the City's Planning Commission on March 14, 2019.

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

3. Developer shall construct or enter into a contract for the construction of the improvements required in the aforesaid Subdivision, as approved by the City Engineer on March 14, 2019, in accordance with the terms of this Agreement, the General Requirements herein, and the Subdivision Regulations of the City and shall pay the total cost thereof. Developer shall complete all street pavements, curbs, sidewalks, sanitary sewer systems, storm drainage systems, water mains, and other utilities to be constructed in public rights-of-way on or before April 1, 2020; unless said time(s) is or are extended by the Council of the City. Such time extension(s) may be granted so long as City Engineer determines that delays in construction are not the result of the actions or in-actions of the Developer and that Developer is making reasonable efforts to complete said improvements. Such extension(s) shall not be unreasonably withheld.

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

5. In order to secure the performance of this Agreement and all the aforesaid work in accordance with the standards established in the Subdivision Regulations and the completion of such work within the time period(s) established herein, Developer herewith deposits with **CITIZENS BANK** located at 15050 Bagley Road, Middleburg Heights, Ohio 44130 (hereinafter referred to as "Escrow Agent") the total sum of **\$884,333.00** (hereinafter referred to as the "improvements security funds") to be held in escrow in accordance with the Escrow Agreement attached hereto and incorporated herein as Exhibit A and subject to the following terms:

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

- (1) Interest-bearing accounts of **CITIZENS BANK** payable or withdrawable, on demand.
- (2) Direct obligations of the United States maturing or redeemable on or before the date for completion established in accordance with Paragraph 3 above.
- (3) Certificates of deposit maturing or redeemable on or before the date for completion established in accordance with Paragraph 3 above.

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

- (1) Only upon receipt of all of the following items shall the Escrow Agent deliver or disburse all or the remainder of the improvements security funds:
  - (a) The certificate of the City Engineer that all improvements have been installed in accordance with the requirements of the subdivision regulations of the City and with the actions of the Planning Commission;



- (b) Evidence of receipt by the City of a maintenance bond securing the maintenance and repair of the improvements for a period of two years in a form approved by the Law Director;
  - (c) A policy of title insurance in form approved by the Law Director covering all lands to be dedicated to public use and showing title to the same to be in the City free and clear of any easements, taxes, mortgages, liens, assessments or other encumbrances of any kind whatsoever except the easements required by the Subdivision Regulations of the City and taxes not yet due and payable, or a certificate from the City Engineer acknowledging receipt of same;
  - (d) Evidence of Deposit by the Developer with the City or the Escrow Agent of a sum sufficient to pay all taxes and assessments which are a lien but not yet due and payable; and
  - (e) A copy of legislation duly adopted by the Council of the City accepting the dedication or conveyance of all lands and improvements required to be dedicated or conveyed by this Agreement, certified by the Clerk of Council to be a true and correct copy of the original.
- (2) Upon receipt of certification by the City Engineer of the satisfactory completion of a portion of the aforesaid improvements, and upon a determination by the City that all remaining uncompleted improvements are adequately secured, the Escrow Agent shall release a portion of the improvements security funds deposited equal to an amount estimated by the City Engineer to be the cost of that portion of the improvements completed, or the difference between the total sum on deposit and the total sum determined by the City to be necessary to secure the completion of all remaining uncompleted improvements and all other obligations of Developer under this Agreement, whichever may be less.

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

- (1) If the Developer assigns this Agreement, or any interest therein to any person, firm or corporation, or gives to any person, firm or corporation, any order or orders thereon;
- (2) If the required improvements shall violate building subdivision or zoning laws of the City;

- (3) If the land within the development area as identified on the subdivision plat approved for record purposes is used for any unlawful purpose, or is occupied for other than dwelling purposes, or for any purpose without the approval of the appropriate administrative official, board, or commission of the City;
- (4) If the improvements are not fully constructed by the completion date(s) established in paragraph I. 3. above, or by any extension date approved by Council pursuant thereto.
- (5) If the improvements in the judgment of the City Engineer are materially injured or destroyed prior to acceptance by the City, and no insurance or other provision acceptable to the City is made for prompt replacement or repair of the same at no cost to the City.
- (6) If the Developer fails to construct the improvements in accordance with plans and specifications that have been approved by the proper City authorities having charge thereof;
- (7) If the Developer does not permit the City or its authorized agents or employees to enter upon and inspect the same in every part at all reasonable times;
- (8) If the Developer shall commit an act of bankruptcy or if any relief under the Bankruptcy Act is sought by or against Developer, or if a receiver is appointed to take charge of the assets or affairs of the Developer or if Developer should become insolvent.

Prior to the delivery or disbursement of improvements security funds under this paragraph I.5.C., the City shall provide written notice by personal, or mail delivery to Developer of the grounds therefor, and shall establish and notify Developer of a time period within which Developer shall be afforded an opportunity to correct or cure the circumstances giving rise thereto. Such time period for correction or cure shall be no less than forty-five (45) days, unless the City Engineer determines that immediate work is required to protect the public health, safety and welfare, in which case such time period shall be as established by the City Engineer.

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

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

## **II. GENERAL REQUIREMENTS.**

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

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

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

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

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

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

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

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

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

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

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

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

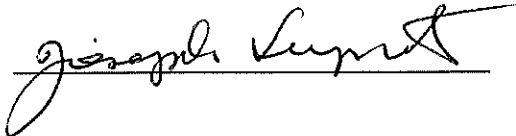
**"CITY"**  
**CITY OF STRONGSVILLE**

\_\_\_\_\_

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

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

**"DEVELOPER"**  
**LIPOVITS CONSTRUCTION, INC.**

  
\_\_\_\_\_

By: Joseph Lipovits

Its: pres

STATE OF OHIO            )  
  ) ss.  
COUNTY OF CUYAHOGA    )

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Strongsville, Ohio, this \_\_\_\_ day of \_\_\_\_\_, 2019.

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

STATE OF OHIO )  
 ) ss.  
COUNTY OF CUYAHOGA )

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named **LIPOVITS CONSTRUCTION, INC.** by Joseph Lipovits, its President, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said limited liability company, and his free act and deed personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Strongsville, Ohio, this 11<sup>th</sup> day of June, 2019.



Lisa A Blend  
Notary Public

**CERTIFICATE OF LAW DIRECTOR**

I hereby certify that I have reviewed and approved the form of the foregoing instrument this \_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Law Director

Exhibit "A"

ESCROW AGREEMENT

**THIS AGREEMENT**, made this \_\_\_ day of \_\_\_\_\_, 2019, by and among the **CITY OF STRONGSVILLE**, a municipal corporation of the State of Ohio, located at 16099 Foltz Parkway, Strongsville, Ohio 44149 ("City"), **LIPOVITS CONSTRUCTION, INC.**, an Ohio limited liability company, organized and existing under the laws of the State of Ohio, located at 7676 Saratoga Road, Middleburg Heights, Ohio 44130 ("Owner"), and **CITIZENS BANK**, a financial institution and escrow agent, located at 15050 Bagley Road, Middleburg Heights, Ohio 44130 ("Escrow Agent").

WITNESSETH:

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

1. There shall be deposited with the Escrow Agent the sum of **Eight Hundred Eighty-Four Thousand Three Hundred Thirty-Three and 00/100 Dollars (\$884,333.00)** ("Deposit"), to be held pursuant to the terms hereof. Upon Escrow Agent's receipt of the full Deposit, Escrow Agent shall notify both the City and Owner in writing.

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

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

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

- A. Escrow Agent undertakes to perform only such duties as are expressly set forth herein, and shall have no other duties.
- B. Escrow Agent may rely and shall be protected in acting or refraining from acting upon any written notice, instructions or request furnished to it hereunder and believed by it to be genuine and to have been signed or presented by the proper party or parties.

- C. Escrow Agent shall not be liable for any action taken by it in good faith, and believed by it to be authorized or within the rights or powers conferred upon it by this Agreement, and may consult with counsel of its own choice and shall have full and complete authorization and protection for any action taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel.
- D. Escrow Agent may resign and be discharged from its duties or obligations hereunder by giving notice in writing of such resignation specifying a date when such resignation shall take effect.
- E. Owner hereby agrees to pay Escrow Agent reasonable compensation for the services to be rendered hereunder, and will pay or reimburse Escrow Agent upon request for all expenses, disbursements and advances, including reasonable attorney fees, incurred or made by it in connection with carrying out its duties hereunder.
- F. Owner hereby agrees to defend and indemnify Escrow Agent for, and to hold it harmless against any loss, liability or expense incurred without gross negligence, intentional misconduct or bad faith on the part of Escrow Agent, arising out of or in connection with its entering into this Agreement and carrying out its duties hereunder, including the cost and expense of defending itself against any claim of liability in the premises.

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

**CITIZENS BANK**  
15050 Bagley Road  
Middleburg Heights, Ohio 44130  
Attention: Terence Keith

**LIPOVITS CONSTRUCTION, INC.**  
7676 Saratoga Road  
Middleburg Heights, Ohio 44130  
Attention: Joseph Lipovits, President

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

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

Signed in the presence of:

*[Signature]*  
*[Signature]*

**LIPOVITS CONSTRUCTION, INC.**

By: *[Signature]*  
Its: President

**CITY OF STRONGSVILLE, OHIO**

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

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

*[Signature]*  
*[Signature]*

**CITIZENS BANK**

By: *[Signature]*  
Its: Branch Manager



CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2019 – 119

By: Mayor Perciak and All Members of Council

**A RESOLUTION DECLARING THE INTENT OF THE COUNCIL OF THE CITY OF STRONGSVILLE TO ACCEPT FOR DEDICATION CERTAIN STREETS WITHIN PINE LAKES CROSSING NO. 2, PHASE 2 IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.**

WHEREAS, pursuant to Ordinance No. 2019-118 duly passed by this Council on \_\_\_\_\_, the Council of the City of Strongsville accepted the plat submitted by Lipovits Construction, Inc., the owner of Pine Lakes Crossing No. 2, Phase 2, for recording purposes only; and

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

WHEREAS, as a prerequisite for the obtaining of permits from the City of Cleveland to install water mains within the streets of said Subdivision, a resolution of intent is required from the City of Strongsville before issuing such permits.

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

**Section 1.** That the Council of the City of Strongsville does intend to accept for dedication, the streets shown on the Subdivision plat of Pine Lakes Crossing No. 2, Phase 2, after all improvements, including utilities, have been installed and approved by the Engineer of the City of Strongsville, and after performance of the terms and conditions of the Agreement between the Developer and the City approved in Ordinance No. 2019-118.

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

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

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

CITY OF STRONGSVILLE, OHIO  
RESOLUTION NO. 2019 - 119  
Page 2

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

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

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

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

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
DeMio	_____	_____
Kosek	_____	_____
Patten	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

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

RES  
ORD. No. 2019-119 Amended: \_\_\_\_\_  
1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2019 – 120

By: Mayor Perciak and All Members of Council

**AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO ENTER INTO A MODIFICATION TO THE CURRENT AGREEMENT WITH A RECYCLING COMPANY FOR SALE OF RESIDENTIAL AND MUNICIPAL RECYCLABLE WASTE PAPER AND CARDBOARD PAPER MATERIALS, AND DECLARING AN EMERGENCY.**

WHEREAS, the City of Strongsville over the years has had an active program, financed in part through various grants, to encourage and facilitate recycling of residents' waste and waste products and those generated through municipal activities and facilities; and

WHEREAS, by and through Ordinance No. 2014-014, this Council authorized the Mayor to enter into an agreement with a recycling company for the sale of residential and municipal recyclable waste paper and cardboard paper materials; and

WHEREAS, consistent with the above, the River Valley Paper Company has proposed a modification to the current agreement for the sale and purchase of certain recyclable paper and cardboard waste products on a regular monthly basis; and

WHEREAS, therefore, the City is desirous of entering into said modification of the agreement with River Valley Paper Company.

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's entering into a modification of the current recycling Services Agreement with **RIVER VALLEY PAPER COMPANY** for sale of certain residential and municipal paper and cardboard waste items substantially in the form attached hereto as Exhibit A, is hereby approved and authorized.

**Section 2.** That any funds remitted to the City as a result of the aforesaid agreement and any funds expended by the City shall be paid into and/or from the General Fund.

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

**Section 4.** That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary for the City to enter into a modification of said agreement in order to continue with a program for the sale of certain

**CITY OF STRONGSVILLE, OHIO**  
**ORDINANCE NO. 2019 – 120**  
**Page 2**

recyclables, 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	_____	_____
DeMio	_____	_____
Kosek	_____	_____
Patten	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

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

ORD. No. 2019-120 Amended: \_\_\_\_\_  
 1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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



River Valley Paper Company

The City of Strongsville will sell and River Valley Paper Company, located at 120 East Mill Street #337, Akron, OH 44308, will purchase and pick-up all waste paper & cardboard paper. This agreement is ongoing for the City of Strongsville to sell all waste paper and cardboard generated at the Service Center, Recreation lot, 4 Fire Stations, Jim Nichols Park and Surrerar Park to River Valley Paper Company until terminated by notice 30 days in advance. Conditions are as follow:

- A. **Quantity:** Entire accumulation of waste paper & cardboard paper put into River Valley Paper Recycling Bins.
- B. **Packing:** 10 Cu. Yd. paper and cardboard bins to support volume at each location. Additional bins as needed.
- C. **Service:** Pick up 3x week at Service Center and Recreation Lot. Weekly pick up at Firestations and 2 park locations to maintain neat, tidy area around the bin. Customized per location as needed.
- D. **Payment Terms:** Checks detailing monthly weight and environmental impact report will be issued the 15<sup>th</sup> of the month for the previous month's shipments.
- E. **Pricing:** \$15 per ton
- F. **Materials accepted:** Newspapers, Phonebooks, Office and School Paper, Magazines, Mail, Catalogs, Hard and Soft Bound Books, Brown Paper Bags, Cardboard.

**RIVER VALLEY PAPER COMPANY**

**CITY OF STRONGSVILLE**

**BUYER**

**SELLER**

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

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

120 East Mill St. Suite 337 ~ Akron, OH 44309 ~ (330) 535-1001 ~ [www.RiverValleyPaper.com](http://www.RiverValleyPaper.com)

EX.A

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2019 – 121

By: Mayor Perciak and All Members of Council

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR EMERGENCY REPAIRS AT THE CITY'S WESTWOOD DRIVE PUMP STATION, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.**

WHEREAS, it has been determined that emergency repairs to certain integral parts and appurtenances at the City's Westwood Drive Pump Station are in need of immediate repair and replacement and which constitute a potential operational and safety hazard; and

WHEREAS, the Director of Public Service has determined that in order to replace faulty pumps and motors at the Westwood Drive Pump Station, it is immediately necessary to contract for emergency repairs to temporarily install bypass connections, valves and other appurtenances in order to isolate the affected pumps and motors; and

WHEREAS, the Director of Public Service, therefore, has recommended that it is immediately necessary to contract for such emergency repairs in order to protect the health, safety, welfare and property of the City, its employees, agents, guests and invitees; and

WHEREAS, the City has received a competitive quote from a reliable and readily available City vendor/contractor for such work consisting of installation of temporary bypass connections, valves and other appurtenances in order to prepare to replace the faulty pumps and motors; and

WHEREAS, such vendor/contractor is able to promptly provide the necessary equipment and make the emergency repairs that are necessary at the most advantageous price.

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

**Section 1.** That this Council finds and determines, as set out in Article V, §5 of the Charter, that there is an immediate and present emergency in the operation of the Department of Public Service of the City of Strongsville, in that it is immediately necessary to enter into a contract, without public bidding, with **NERONE & SONS, INC.** for emergency work consisting of installation of temporary bypass connections, valves and other appurtenances in order to prepare to replace the faulty pumps and motors, all in connection with providing continued and efficient operation of the City's Westwood Drive Pump Station for the benefit of the public health, safety and welfare.

**Section 2.** That for the reasons aforesaid, this Council hereby approves and authorizes the Mayor to enter into a contract with **NERONE & SONS, INC.**, without public bidding, in a total amount not to exceed \$224,070.00 for the equipment and emergency work, as more fully set forth in the quotation attached hereto as Exhibit A, and incorporated herein by reference, and as reflected in a contract to be in a form approved by the Law Director.

**Section 3.** That the funds for the purpose of the aforesaid expenditure have been appropriated and shall be paid from the Sanitary Sewer Fund.

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

**Section 5.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare, and for the further reason that it is necessary to enter into said contract in order to immediately repair and continue to provide efficient operation of the City's Westwood Drive Pump Station, to protect City-owned utilities and property, and to conserve public funds. Therefore, provided this Ordinance receives the unanimous vote of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor.

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

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

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

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

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
DeMio	_____	_____
Kosek	_____	_____
Patten	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

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

ORD. No. 2019-121 Amended: \_\_\_\_\_

1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

2019-12-17

# Nerone & Sons Inc.

19501 S. Miles Rd., Suite 1 • Warrensville Heights, Ohio 44128

Phone (216) 662-2235 • Fax (216) 662-5522

**CITY OF STRONGSVILLE  
EMERGENCY REPAIRS AT THE  
WESTWOOD PUMP STATION  
REVISED 7/8/19**

DESCRIPTION	QTY	UNIT	TOTAL
<b>NEW PUMP STATION 12" BYPASS CONNECTION AT EX. MANHOLE MODIFCATIONS</b>			
CLEAR/GRUBB/SET UP	2	HR	
48" MH RISER	1	EA	
48" FLAT TOP	1	EA	
12" F X PE 20'	1	EA	
12" FLG ADPT	1	EA	
12" BLIND FLG	2	EA	
12" N/B/G 304 SS SCREEN	2	EA	
12" HANGER ASSEMBLY	1	EA	
LS 360 LINK SEALS	3	EA	
NS GROUT	21	EA	
16" CORE	1	BAG	
INSTALL MODIFCATIONS	1	LS	
	10	HR	
<b>NEW PUMP STATION 12" BYPASS CONNECTION AT EX. MANHOLE MODIFCATIONS</b>			<b>\$7,700.00</b>
<b>NEW PUMP STATION 12" BYPASS CONNECTION ON EX. 18" FORCEMAIN</b>			
GENERAL CONDITIONS	1	EA	
EXCAVATE BYPASS TRUCK	8	HR	
DISPOSAL	1	HR	
18" FLG ADPT	25	CY	
18" FLG GATE VALVE	1	EA	
18" X 12" FLG WYE	1	EA	
18" N/B/G 304 SS	1	EA	
12" FLG 45 BEND	1	EA	





# Nerone & Sons Inc.

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Phone (216) 662-2235 • Fax (216) 662-5522

12" FLG X PE 8'	1	EA
12" FLG GATE VALVE	1	EA
12" FLG ADPT	1	EA
12" BLIND FLG	1	EA
12" N/B/G 304 SS	3	EA
84" MH RISER	1	EA
84" FLAT TOP	1	EA
GRADE RING	1	EA
CASTING	1	EA
LS 360 LINK SEALS	21	EA
NS GROUT	1	BAG
16" CORE	1	LS
INSTALL BYPASS CONNECTION	8	HR
57 STONE	20	TN
INSTALL BACKFILL	4	HR

## NEW PUMP STATION 12" BYPASS CONNECTION

ON EX. 18" FORCEMAIN

\$32,400.00

### BYPASS PUMP STATION

GENERAL CONDITIONS	1	EA
36" BALL	1	EA
8" PRIMARY PUMP	1	MN
8" BACKUP PUMP	1	MN
CONTROL PANEL	1	MN
SUCTION (2 EA)	1	MN
8" MANIFOLD	1	EA
10" DISCHARGE	300	LF
FUEL (5 GAL/HR)	1500	GAL
6" PRIMARY PUMP	1	MN
CONTROL PANEL	1	MN
SUCTION	1	MN
6" DISCHARGE	100	LF
FUEL (5 GAL/HR)	750	GAL
INSTALL BYPASS	12	HR
MAINTAIN BYPASS	16	HR

# Nerone & Sons Inc.

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Phone (216) 662-2235 • Fax (216) 662-5522

RELOCATE BYPASS	4	HR	
REMOVE BYPASS	8	HR	
<b>BYPASS PUMP STATION</b>			<b>\$31,700.00</b>
<b>INTERIOR VALVES</b>			
GENERAL CONDITIONS	1	EA	
16" FLG GATE VALVE	6	EA	
16" FLG CHECK VALVE	3	EA	
16" N/B/G 304 SS	18	EA	
16" DRESSER CLPG	6	EA	
1" 304 SS ALLTHREAD	36	LF	
1" 304 SS N/B	144	EA	
REMOVE & INSTALL 16" VALVES	80	HR	
<b>INTERIOR VALVES</b>			<b>\$89,900.00</b>
<b>CLEAN OUT WET WELL</b>			
CLEAN OUT WET WELL	8	HR	
DISPOSAL	35	TN	
<b>CLEAN OUT WET WELL</b>			<b>\$7,200.00</b>
<b>ADDITIONAL 18" ISOLATION VALVE</b>			
18" FLG GATE VALVE	1	EA	
18" FLG X PE 1'	1	EA	
18" FLG ADPT	1	EA	
18" N/B/G 304 SS	3	EA	
REMOVE & INSTALL 18" VALVE	12	HR	
<b>ADDITIONAL 18" ISOLATION VALVE</b>			<b>\$16,100.00</b>
<b>REMOVE &amp; REPLACE SUMP PUMPS</b>			
REMOVE SUMP PUMPS	4	HR	
MISC MATERIAL	1	LS	
REMOVE SUMP PUMPS	4	HR	

# Nerone & Sons Inc.

19501 S. Miles Rd., Suite 1 • Warrensville Heights, Ohio 44128

Phone (216) 662-2235 • Fax (216) 662-5522

**REMOVE & REPLACE SUMP PUMPS** **\$2,500.00**

**REMOVE & REPLACE COMMUNOTOR**

REMOVE COMMUNOTOR	12	HR
<b>NEW COMMUNOTOR BY OWNER</b>	<b>1</b>	<b>LS</b>
HYDRAULIC OIL	50	GAL
MISC MATERIAL	1	LS
REINSTALL COMMUNOTOR	12	HR

**REMOVE & REPLACE COMMUNOTOR** **\$8,400.00**

**REMOVE & REPLACE SLUICE GATE**

REMOVE SLUICE GATE	12	HR
<b>NEW SLUICE GATE BY OWNER</b>	<b>1</b>	<b>LS</b>
MISC MATERIAL	1	LS
REINSTALL SLUICE GATE	12	HR

**REMOVE & REPLACE COMMUNOTOR** **\$7,800.00**

SUBTOTAL	\$203,700.00
10% CONTINGENCE	\$20,370.00
<u>TOTAL</u>	<u>\$224,070.00</u>

## CLARIFICATIONS

NO BOND INCLUDED IF REQUIRED ADD 1%  
CITY OF STRONGSVILLE IS RESPONSIBLE FOR ROAD  
CLOSURE OF WESTWOOD DRIVE  
BYPASSING BASED ON 2000 GAL/MIN  
OWNER TO PROVIDE NEW COMMUNOTOR  
INTENTION FOR COMMUNOTOR IS TO REUSE EX  
HYDRAULIC PIPE & TUBING  
OWNER TO PROVIDE NEW SLUICE GATE  
PAVEMENT RESTORATION BY OWNER

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2019 – 122

By: Mayor Perciak and All Members of Council

**AN ORDINANCE REQUESTING PARTICIPATION IN AN OHIO DEPARTMENT OF TRANSPORTATION CONTRACT FOR THE PURCHASE OF ONE (1) WESTERN STAR 4700SF FRONT AXLE CAB AND CHASSIS UNIT, WITH APPURTENANCES, FOR USE BY THE SERVICE DEPARTMENT OF THE CITY; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO DO ALL THINGS NECESSARY TO ENTER INTO AN AGREEMENT IN CONNECTION THEREWITH; AND DECLARING AN EMERGENCY.**

WHEREAS, Ohio Revised Code Section 5513.01(B) provides the opportunity for counties, townships and municipal corporations to participate in, among other things, contracts of the Ohio Department of Transportation for the purchase of vehicles, machinery, materials, supplies or other articles; and

WHEREAS, this Council wishes to take advantage of that opportunity in connection with the purchase of one (1) new Western Star 4700SF Front Axle cab and chassis unit, with appurtenances, through the State of Ohio Department of Transportation Contract No. 023-19, for use by the Service Department of the City.

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

**Section 1.** That Council approves and authorizes the Mayor's request for authority in the name of the City of Strongsville to participate in the Ohio Department of Transportation contract with **CLEVELAND FREIGHTLINER, INC. dba VALLEY FREIGHTLINER, INC.** for the purchase of one (1) new Western Star 4700SF Front Axle cab and chassis unit, with appurtenances, for use by the Service Department of the City, which contract the Department will have entered into pursuant to Revised Code Section 5513.01(B), in an amount not to exceed \$93,643.00, and as reflected on Exhibit A attached hereto.

**Section 2.** That the City of Strongsville hereby agrees to be bound by the terms and conditions prescribed by the Director of the Ohio Department of Transportation for such purchases, and to directly pay the vendor under such contract of the Ohio Department of Transportation in which the City participates for the items it receives pursuant to the contract.

**Section 3.** That the Mayor and Director of Finance be and are hereby authorized to enter into and execute such agreements and documents as may be necessary to participate in the Ohio Department of Transportation Cooperative Purchasing Program.

**Section 4.** That the funds for the purposes of said contract have been appropriated and shall be paid from the Sanitary Sewer Fund.

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

**Section 6.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare, and for the further reason that it is immediately necessary to participate in such program and purchase of such equipment in order to maintain continuity in the operation of the Service and Sewer Departments of the City, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise from and after the earliest period allowed by law.

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

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

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

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
DeMio	_____	_____
Kosek	_____	_____
Patten	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

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

ORD. No. 2019-122 Amended: \_\_\_\_\_  
 1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

Prepared for:  
 Mike Gallagher  
 ODOT City of Strongsville  
 16099 Foltz Industrial  
 Strongsville, OH 44149  
 Phone: 440-580-3176

Prepared by:  
 Greg Simonic  
 Valley Freightliner & Western Star  
 10901 Brookpark Rd  
 Parma, OH 44130  
 Phone: 216-267-4800  
 E-Mail: gregs@valley1.com

## Q U O T A T I O N

### 4700 SET-FORWARD FRONT AXLE CHASSIS

SET FORWARD AXLE - TRUCK	16,000# TAPERLEAF FRONT SUSPENSION
CUM L9 330 HP @ 2000 RPM, 2200 GOV RPM, 1000 LB/FT @ 1400 RPM	110 INCH BBC STEEL CONVENTIONAL CAB
ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	4450MM (175 INCH) WHEELBASE
RS-23-160 23,000# R-SERIES SINGLE REAR AXLE	11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI
23,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER AND RADIUS ROD	950MM (37 INCH) REAR FRAME OVERHANG
DETROIT DA-F-14.7-3 14,700# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE	1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT WITH SEALANT FOR DOUBLE CHANNEL RAILS

		PER UNIT		TOTAL
VEHICLE PRICE	TOTAL # OF UNITS (1)	\$ 86,749	\$	86,749
EXTENDED WARRANTY		\$ 6,894	\$	6,894
DEALER INSTALLED OPTIONS		\$ 0	\$	0
<b>CUSTOMER PRICE BEFORE TAX</b>		<b>\$ 93,643</b>	<b>\$</b>	<b>93,643</b>

### TAXES AND FEES

TAXES AND FEES	\$	0	\$	0
OTHER CHARGES	\$	0	\$	0

### TRADE-IN

TRADE-IN ALLOWANCE	\$	(0)	\$	(0)
<b>BALANCE DUE</b>	<b>(LOCAL CURRENCY)</b>	<b>\$ 93,643</b>	<b>\$</b>	<b>93,643</b>

*Chassis pricing based under Ohio Department of Transportation contract 023-19 cooperative pricing with selected or standard truck warranty. Please consult with your body builder to assure all dimensions and necessary chassis components are included the specification.*

*Invoicing will occur upon delivery of bare chassis to customer or location of customer's choice. Payment is due upon receipt of invoice. Titles will be transferred and delivered promptly upon receipt of payment.*

**APPROVAL:**

Please indicate your acceptance of this quotation by signing below:

Customer: X \_\_\_\_\_ Date: \_\_\_ / \_\_\_ / \_\_\_



CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2019 – 123

By: Mayor Perciak and All Members of Council

**AN ORDINANCE REQUESTING PARTICIPATION IN OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES CONTRACTS FOR THE PURCHASE OF ONE (1) 850 SERIES RAMJET REAR REEL MOUNTED SEWER CLEANER (VACTOR) AND ONE (1) EASMENT MACHINE WITH 600' HOSE REEL, ALL WITH RELATED APPURTENANCES, FOR USE BY THE SERVICE DEPARTMENT OF THE CITY; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO DO ALL THINGS NECESSARY TO ENTER INTO AN AGREEMENT IN CONNECTION THEREWITH; AND DECLARING AN EMERGENCY.**

WHEREAS, through passage of Ordinance No. 2019-122, Council authorized the Mayor to enter into a contract for the purchase of one (1) new Western Star 4700SF Front Axle cab and chassis unit, with appurtenances, for use by the City's Service Department; and

WHEREAS, it is now also necessary to purchase additional equipment directly related to the usage of the aforementioned cab and chassis unit; and

WHEREAS, Ohio Revised Code Section 5513.01(B) provides the opportunity for counties, townships and municipal corporations to participate in contracts of the Ohio Department of Administrative Services for the purchase of vehicles, machinery, materials, supplies or other articles; and

WHEREAS, this Council wishes to take advantage of that opportunity in connection with the purchase of one (1) 850 Series Ramjet Rear Reel Mounted Sewer Cleaner (Vactor) and one (1) Easment Machine with 600' hose reel, all with related appurtenances (Schedule No. 800724, Index No. STS670), for use by the Service Department of the City;

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 request authority in the name of the City of Strongsville to participate in the Ohio Department of Administrative Services contract with **JACK DOHENY COMPANIES, INC., authorized dealer for VACTOR MANUFACTURING, INC.**, for the purchase of one (1) 850 Series Ramjet Rear Reel Mounted Sewer Cleaner (Vactor) and one (1) Easment Machine with 600' hose reel, all with related appurtenances, which the Department has entered into pursuant to Revised Code Section 5513.01(B), in an amount not to exceed \$271,695.95, and as reflected on Exhibit A, attached hereto.

**Section 2.** That the City of Strongsville hereby agrees to be bound by the terms and conditions prescribed by the Director of Administrative Services for such purchases and to directly pay the vendor, under each such contract of the Ohio Department of Administrative Services in which the City participates for items it receives pursuant to the contract.

**Section 3.** That the Mayor and Director of Finance be and are hereby authorized to enter into and execute such agreements and documents as may be necessary to participate in the Ohio Department of Administrative Services Cooperative Purchasing Program.

**Section 4.** That the funds for the purposes of such purchases have been appropriated and shall be paid from the Sanitary Sewer Fund.

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

**Section 6.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare, and for the further reason that it is immediately necessary to participate in the purchase of such equipment and accessories in order to maintain continuity in the operation of the Service and Sewer Departments of the City, and conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise from and after the earliest period allowed by law.

\_\_\_\_\_ Approved: \_\_\_\_\_  
 President of Council Mayor

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

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
DeMio	_____	_____
Kosek	_____	_____
Patten	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

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

ORD. No. 2019-123 Amended: \_\_\_\_\_  
 1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

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





**Proposal Submittal For The Following:**

Date: 7/3/2019  
Branch: 11



**We are pleased to submit a proposal for the equipment listed below per the State of Ohio Department of Administrative Services State Term Schedule Number 800724**

**City of Strongsville  
16099 Foltz Parkway  
Strongsville, OH 44136  
(440) 238-5720  
Attn: Steve Lucas  
[steve.lucas@strongsville.org](mailto:steve.lucas@strongsville.org)**

**PROPOSAL ID: 12877**

**WWW.DOHENYCOMPANIES.COM**

**EXHIBIT A**

QTY	Option Number	Description	Ohio STS Price	Selected
1	JR1500	850 Series Ramjet Rear Reel Mounted Sewer Cleaner Requiring a 33,000 GVW Single Axle Cab And Chassis with 250 HP Min Diesel Engine and a 3000 Series Allison Automatic Transmission	\$ 128,500.00	\$ 128,500.00
1	J5002ASTD	80 GPM @ 2500 PSI	STD	STD
1	015STDJ	Stainless Steel Tank with Baffle 1500 Gallons -10 Year Warranty	STD	STD
1	005STDJ	2-1/2" x 25' Fill Hose with Connections Street and Curb Side	STD	STD
1	019STDJ	Vansco Electronic Package with Intelliview Display	STD	STD
1	035STDJ	1" x 10' Leader Hose with Nozzle Pipe	STD	STD
1	040STDJ	Hose Reel Manual Rewind Guide	STD	STD
1	060STDJ	Hydrant Wrench	STD	STD
1	075STDJ	Water Pressure Gauge at Hose Reel	STD	STD
1	183STDJ	High Efficiency MultiFlow Water System	STD	STD
1	2013STDJ	Tiger Tail Hose Protector	STD	STD
1	5022STDJ	Side Mounted Jet Rodder Pump with Two Yr. Warranty	STD	STD
1	7001STDJB	Water Pump Hour Meter	STD	STD
1	J2011STD	3" Y-Strainer Filter in Water Tank Fill and Jet Rodder Pump Suction with Cleanable Filter Accessable at Ground Level	STD	STD
1	J090B	Rear Shroud Package. Includes: Cylinder Shroud with Hood, Rodder Pump Cabinet, Transition Tool Cabinet -Note addition heater to be located in lateral reel enclosure.	\$ 26,781.00	\$ 26,781.00
1	J2403B	Heater Package- Hose Reel and Rodder Pump Cabinet	\$ 2,061.00	\$ 2,061.00
1	J6019	Rodder Pump Drain Valves	\$ 460.00	\$ 460.00
1	J2001GB	Water Pump Flow Meter	\$ 616.00	\$ 616.00
1	J2004	Continuous Water Tank Fill	\$ 1,693.00	\$ 1,693.00
1	J2006	Air Purge	\$ 1,236.00	\$ 1,236.00
1	J3019	Digital Water Pressure Gauge	\$ 609.00	\$ 609.00
1	J5010	Jet Rodder Water System Accumulator	STD	STD
1	065STDJ	Handgun Assembly Midship: 1/2" X 35'	STD	STD
1	J6011	Handgun Hose Reel with Spring Retract	\$ 1,231.00	\$ 1,231.00
1	J6012	Lateral Cleaning Kit with 200' Hose and Nozzle - Note: Reel to be electrically powered and enclosed in heated cabinet.	\$ 2,965.00	\$ 2,965.00
1	025STDJ	Rear Mounted 1" X 700' Capacity Rotating Hose Reel	STD	STD
1	J2001STD	Low Water Indicator with Alarm	STD	STD
1	6005STDJ	Hose Footage Counter - Mechanical	STD	STD
1	6007STDJ	Hose Reel Manual 15" Hydraulic Extend/Retract	STD	STD
1	J4011B	Wireless Remote with Hose Reel Controls - Belly-Pack	\$ 3,194.00	\$ 3,194.00
1	J6002G	700' x 1" Piranha Sewer Hose 2500 PSI	\$ 1,282.00	\$ 1,282.00
1	J6004A	Hose Reel Auto Wind Guide, Indexing, with Pinch Roller	\$ 4,544.00	\$ 4,544.00
1	J6005D	Digital Hose Footage Counter	\$ 1,639.00	\$ 1,639.00
1	J091	Rear Hose Reel Shroud Lights	\$ 516.00	\$ 516.00
1	J8001G	Rear Directional Control, Signal Master LED Arrow Stick, 8 Lights /32" LG	\$ 928.00	\$ 928.00
1	J8020E	DOT 3 Lighting Package, 6 Federal Signal Strobe Lights	\$ 2,679.00	\$ 2,679.00
1	J6017STD	Hydraulic Tank Suction Shutoff Valves	STD	STD
1	J7005STD	Hydraulic Oil Temp Alarm w/Indicator and Shutdown	STD	STD

1	J9021STD	Camera System, Rear Only (Back-Up)	STD	STD
1	J9023C	Safety Cone Storage Rack	\$ 156.00	\$ 156.00
1	J9018B	Over Fender ToolBox- Driver Side, 52W x20H x 24D	\$ 1,563.00	\$ 1,563.00
1	J9019A	Over Fender ToolBox- Passenger Side, 52W x20H x 24D	\$ 1,563.00	\$ 1,563.00
1	STD	Full Printed Vector Manual	STD	STD
1	J8025ASTD	LED Lights, Clearance, Stop, Tail, Turn, Backup	STD	STD
1	151STDJ	Electric Back-Up Alarm	STD	STD
1	120STDJ	Aluminum Rear Fenders w/ Mud Flaps and Anti-Sail Brackets	STD	STD
1	S560STD	Road Side Hazard Kit	STD	STD
1	S590STD	Fire Extinguisher 5 Lbs.	STD	STD
1	J9002STD	Tow Hooks, Front	STD	STD
1	J9002ASTD	Tow Hooks, Rear	STD	STD
1	Warranty	Factory Warranty - 1 Year	STD	STD
1	5027P	Vaporooter System	\$ 38,800.00	\$ 38,800.00

**Total Sale Price: \$ 223,016.00**

- Acceptance of this Proposal is subject to availability of the Equipment listed above.
- Sales Price does not include any applicable sales taxes. Buyer is responsible for and agrees to pay all applicable sales tax.
- The Sale of New Equipment Terms and Conditions are incorporated into and made a part of this Proposal upon acceptance and execution of this Proposal by both parties.
- Execution of this Proposal by Seller and Buyer constitutes a binding agreement between the parties.
- All payments to be sent by Wire/ACH or mailed to Jack Doheny Companies, ATTN: Accounts Receivable, P.O. 609, Northville, Michigan 48168. Please reference the Invoice No. on all payments.
- If this Proposal is not executed by both parties within thirty (30) calendar days from the Proposal Date, this Proposal shall become null and void, unless subsequently executed by both Buyer and Seller.

Thank you for your consideration of this proposal.

Sincerely yours,

**Brian Bandura**

Brian Bandura  
Regional Sales Representative  
(330) 486-7218

[BrianBandura@DohenyCompanies.com](mailto:BrianBandura@DohenyCompanies.com)

***This proposal becomes a contract for delivery and payment of the merchandise listed above only when signed by the customer or one of its officers.***

Customer: \_\_\_\_\_

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

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



777 DOHENY COURT  
 PO BOX 609  
 NORTHVILLE MI 48167  
 t 248.349.0904  
 f 248.349.2774

Date: Feb. 1, 2019  
 Customer: City of Strongsville  
 Address: 16099 Foltz Parkway  
 City, State, Zip: Strongsville, OH 44136  
 Phone: 440-580-3100  
 Email: [steve.lucas@strongsville.org](mailto:steve.lucas@strongsville.org)  
 Attn: Steve Lucas  
 Saleman: Brian Bandura - (330) 486-7218  
 Quote ID: 12540

Qty	Option Number	Description	List Price	List Price of Selected
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**Base Model:**

1	JDC-EASE	Jack Doheny Easment Machine with 600' hose reel	\$ 40,483.00	\$ 40,483.00
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**Chassis Options:**

1	CH-01STD	Stanley Track Horse - Gas Powered, Hydraulically Driven	STD	STD
1	CH-02	Four Outriggers	\$ 322.00	\$ 322.00

**Hose Reel Options:**

1	HR-01STD	600" X 1' Sewer Hose Capacity Hose Reel	STD	STD
1	HR-02	Rotating Hose Reel	\$ 1,200.00	\$ 1,200.00
500	HR-03	1" @ 2,500 PSI Sewer Hose - Per Foot	\$ 2.57	\$ 1,285.00
1	HR-05	Footage Counter	\$ 640.00	\$ 640.00

**Lighting Options:**

1	LT-01	Floodlight	STD	STD
1	LT-02	Cordless Handheld Light	\$ 293.00	\$ 293.00

**Toolbox Options:**

1	T-01	Toolbox Mounted on Easement Machine	\$ 35.00	\$ 35.00
1	T-03	48 X 18 X 18 Steel Toolbox Mounted on Trailer	\$ 489.45	\$ 489.45

**Trailer Options:**

1	TR-01	Sure Trac 5X10 5,000 LBS Single Axle Tube Top Trailer	\$ 3,500.00	\$ 3,500.00
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**Spare Parts:**

1	WJ-101AL	Manhole Roller	\$ 255.00	\$ 255.00
1	52846	Tiger Tail	\$ 37.50	\$ 37.50
1	36460AJD	25' Leader Hose	\$ 140.00	\$ 140.00

**Total Sale Price: \$ 48,679.95**

**Customer Acceptance:**

Customer Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

## SALE OF NEW EQUIPMENT (N3) TERMS AND CONDITIONS

1. **THE AGREEMENT.** Jack Doherty Companies, Inc., (the "Seller") agrees to sell, transfer and convey its right, title and interest in the new goods, equipment, vehicles and/or other new items (collectively, the "Equipment") described in Seller's written Invoice for the Sale of New Equipment (the "Invoice") to the Buyer subject to the terms and conditions contained herein, which are incorporated into the Invoice, agreed to by the parties hereto, and together consists of the entire agreement between the Seller and Buyer (collectively, the "Agreement"). The Agreement shall be for the benefit of the Seller and Buyer and not for the benefit of any other person or entity. Prior courses of dealing, trade usage and verbal agreements not reduced to a writing signed by the Seller and Buyer, to the extent they differ from, modify, add to or change from the Agreement shall not be binding on the Seller.
2. **TERMS OF PAYMENT.**
  - 2.1 **Payment Date.** All payments for the Equipment are due from Buyer on the date of the invoice unless other terms are agreed to in writing between Seller and Buyer. Payment shall be made to Seller at the address specified in the Agreement, without any offset or deduction for any reason.
  - 2.2 **Shipping Delays.** If any shipment is delayed at the request of Buyer, payment shall become due based on the date Seller is prepared to make shipment, and Seller may invoice Buyer based on such date. All prices for Equipment are F.O.B. Seller's shipping point.
  - 2.3 **Delinquent Payments.**
    - 2.3.1 Any payment not made by Buyer on or before its due date shall be subject to a late charge on any unpaid balance at a rate of 18% per annum, or the highest interest rate allowed by law, whichever is greater.
    - 2.3.2 If a payment is not made on or before its due date, Buyer agrees that Seller may elect, in addition to any other remedy at law or in equity, to cease performance under the Agreement and any other agreement between Buyer and Seller until such payment is rendered to Seller.
3. **DELIVERY.** Seller does not guarantee delivery dates.
4. **RISK OF LOSS.** Buyer assumes all risk of loss of Equipment upon delivery by Seller to carrier if Equipment is shipped. For Equipment that is shipped, Seller agrees to: (a) prepare the Equipment for shipment to Buyer; (b) deliver custody of the Equipment to carrier; (c) make appropriate arrangements for the transportation to carrier; and deliver documents to enable Buyer to obtain possession of the Equipment. Seller shall not be obligated to obtain insurance or to prepay transportation/carrier costs for the Equipment. Buyer agrees to be responsible for and to timely pay all loading, unloading and other charges incidental to transportation of the Equipment. Whether Seller pays transportation charges or not, risk of loss shall pass to Buyer upon delivery of the Equipment to a carrier.
5. **INSPECTION OF EQUIPMENT.** Buyer has inspected the Equipment and is satisfied with the Equipment's condition.
6. **INDEMNIFICATION.** Buyer/Seller shall indemnify, hold harmless and release Buyer/Seller from any and all liabilities, losses, damages, claims, costs and expenses, including attorney fees, arising out of, in whole or in part, from (a) the design, or manufacture of the Equipment; or (b) the use of the Equipment by Buyer and those acting on Buyer's behalf.
7. **MISCELLANEOUS.**
  - 7.1 **No Assignment.** There shall be no assignment of the Agreement by Buyer without the prior written approval of Seller. Any assignment of the Agreement shall not relieve Buyer of its obligations under the Agreement.
  - 7.2 **Force Majeure.** Neither party will be liable for any delay or failure to perform its obligations hereunder, other than a payment obligation, due to any cause beyond its reasonable control including without limitation, acts of God or of the public enemy, including terrorists, acts of the government in its sovereign capacity, fires, floods, epidemic, strikes, picketing or boycotts, or any other circumstances caused by natural occurrences or third party actions beyond the reasonable control and without the fault or negligence of the party whose performance is affected ("Force Majeure Events"); provided that the affected party provides the other party prompt notice of the applicable circumstance and uses commercially reasonable efforts to re-commence performance as promptly as possible; provided, further, that if the duration of such Force Majeure Event exceeds thirty (30) days, the other party may terminate the Agreement upon delivery of written notice to the affected party.
  - 7.3 **Venue.** The parties agree that any dispute under the Agreement shall be brought in the applicable state or federal court located in the county in which the Originating Branch is located and the parties waive any right to a jury trial.
  - 7.4 **Construction and Captions.** The parties acknowledge that each has reviewed the Agreement and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement or any exhibits or amendments hereto; and that section headings appearing in the Agreement are for convenience of reference only and they are not intended, to any extent or for any purpose, to limit or define the text of any section or any subsection hereof. In the event any part of the Agreement is found to be ambiguous, such ambiguity shall not be construed against any party.
  - 7.5 **Entire Agreement.** The Agreement constitutes the sole and entire agreement between the parties and supersedes all prior and contemporaneous statements, promises, understandings or agreements, whether written or oral.
  - 7.6 **Amendments.** The Agreement may be amended, modified or altered at any time upon the approval of the Seller and Buyer; however, any such amendment must be in writing and signed by the Seller and Buyer in order for such amendment to be of any force and effect.
  - 7.7 **Partial Invalidity.** In the event that any provision of the Agreement is declared by any court of competent jurisdiction or any administrative judge to be void or otherwise invalid, all of the other terms, conditions and provisions of the Agreement shall remain in full force and effect to the same extent as if that part declared void or invalid had never been incorporated in the Agreement and in such form, the remainder of the Agreement shall continue to be binding upon the parties.
  - 7.8 **Counterparts.** The Agreement and any amendment thereto may be signed and executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one Agreement. Delivery of an executed counterpart of a signature page of the Agreement by facsimile or email shall be effective as delivery of an originally executed counterpart of the Agreement.
  - 7.9 **Authority.** Each person(s) executing the Agreement as an agent or in a representative capacity warrants that he or she is duly authorized to do so.

**NO WARRANTY.** SELLER MAKES NO WARRANTIES OR REPRESENTATIONS EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MARKETABILITY OR FITNESS FOR PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY HEREBY DISCLAIMED. To the extent allowed by law and those agreements, Seller transfers and assigns to Buyer the Equipment manufacturer's warranties, if any such warranty is provided by the Equipment manufacturer. In no event shall Seller be liable to Buyer for any incidental, consequential, special, exemplary, and/or punitive damages, including without limitations, loss of revenue or profit.

**CITY OF STRONGSVILLE, OHIO**

**RESOLUTION NO. 2019 – 124**

**By: Mayor Perciak and All Members of Council**

**A RESOLUTION REQUESTING THE FISCAL OFFICER OF CUYAHOGA COUNTY TO ADVANCE CERTAIN FUNDS, BOTH GENERAL OPERATING AND SPECIAL ASSESSMENTS, TO THE CITY OF STRONGSVILLE, OHIO, AND DECLARING AN EMERGENCY.**

WHEREAS, from time to time during the fiscal year 2020, before and subsequent to tax settlement dates, the City of Strongsville will require certain funds for the continuity of necessary services, where such funds are drawn from both general operating and special assessment funds; and

WHEREAS, this Council respectfully requests the Fiscal Officer of this County to advance both general operating and various special assessment funds when requested by the Director of Finance of this City and deduct such advances from funds due to the City, but not then distributed.

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

**Section 1.** That the Fiscal Officer of this County is respectfully requested to advance funds to the City of Strongsville from the proceeds of the 2019 tax year collection including, without limitation, revenues from both the general operating and special assessment funds, upon request of the Director of Finance of this City, and that the amount of such advance or advances be charged to the City of Strongsville and deducted from funds due this City but not distributed.

**Section 2.** That the Clerk of the Council be and is hereby directed to send a certified copy of this Resolution to the Fiscal Officer of Cuyahoga County.

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

**Section 4.** That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City; and for the further reason that it is necessary to obtain in advance general operating and special assessment funds for the orderly payment of certain obligations of the City. Therefore, provided this Resolution receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

CITY OF STRONGSVILLE, OHIO  
RESOLUTION NO. 2019 - 124  
Page 2

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

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

Mayor

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

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

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
DeMio	_____	_____
Kosek	_____	_____
Patten	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

Attest: \_\_\_\_\_

Clerk of Council

**RES**  
ORD. No. 2019-124 Amended: \_\_\_\_\_  
1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2019 – 125

By: Mayor Perciak and All Members of Council

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH SOUTHWEST GENERAL HEALTH CENTER FOR THE LEASE OF CERTAIN PORTIONS OF THE WALTER F. EHRSFELT RECREATION & SENIOR CENTER, AND DECLARING AN EMERGENCY.**

WHEREAS, the City of Strongsville (hereinafter "City") is the owner and operator of the Walter F. Ehrnfelt Recreation & Senior Center, located at 18100 Royalton Road, in the City of Strongsville; and

WHEREAS, Southwest General Health Center (hereinafter "Hospital") is a non-profit, community-based health care center principally located in the City of Middleburg Heights, Ohio; and

WHEREAS, pursuant to the Charter of the City of Strongsville, Chapter 264 of the Codified Ordinances of the City of Strongsville, Chapter 140 of the Ohio Revised Code and the Ohio Constitution, and in order to carry out the public purpose of providing for the health and welfare of the people in the State of Ohio and City of Strongsville, by enhancing the availability, efficiency and economy of Hospital Facilities (as defined in Section 140.01(E) of the Ohio Revised Code) and the services rendered thereby, available to the public without discrimination by reason of race, creed, color, or national origin, the City has determined to lease certain portions of the Center to Hospital for the purposes set forth in the Lease Agreement attached hereto as Exhibit A; and

WHEREAS, therefore, the City and Hospital are desirous of entering into such Lease Agreement on the terms and conditions set forth in the Agreement, and for a term of three (3) years commencing on September 1, 2019.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO BY TWO-THIRDS VOTE OF ITS MEMBERS:

**Section 1.** That this Council hereby finds and determines that leasing certain portions of the Walter F. Ehrnfelt Recreation & Senior Center, at 18100 Royalton Road, Strongsville, Ohio, to the Hospital, as set forth in the Lease Agreement attached hereto as Exhibit 1, is in furtherance of a public purpose and in the best interest of the City.

**Section 2.** That this Council hereby further finds and determines that certain portions of the Recreation Center are not needed entirely for municipal public use, and accordingly authorizes and directs the Mayor to enter into a three (3) year Lease Agreement with Southwest General Health Center, a non-profit, community-based health care center, substantially in accordance with the terms and conditions set forth in the Lease Agreement attached hereto.

**Section 3.** That any funds required for the implementation of this Ordinance will be paid from the Multi-Purpose Complex Fund.



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

**Section 5.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is in the best interest of the City to enter into a Lease Agreement with the hospital for certain portions of the City's Recreation Center. 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.

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

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

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

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

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
DeMio	_____	_____
Kosek	_____	_____
Patten	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

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

ORD. No. 2019-125 Amended: \_\_\_\_\_  
 1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

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

*[Faint stamp or text]*

## LEASE AGREEMENT

**THIS LEASE AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 2019 by and between **THE CITY OF STRONGSVILLE, OHIO**, a municipal corporation located at 16099 Foltz Parkway, Strongsville, Ohio 44149, and organized and existing pursuant to law (hereinafter called "City") and **SOUTHWEST GENERAL HEALTH CENTER**, located at 18697 Bagley Road, Middleburg Heights, Ohio 44130, an Ohio non-profit corporation, (hereinafter called "Hospital").

### **WITNESSETH:**

WHEREAS, the City is the owner and operator of the Walter F. Ehrnfelt Recreation & Senior Center, located at 18100 Royalton Road, in the City of Strongsville, County of Cuyahoga and State of Ohio, hereinafter referred to as "Center"; and

WHEREAS, Hospital is a non-profit, community-based health care center principally located in the City of Middleburg Heights, County of Cuyahoga and State of Ohio; and

WHEREAS, pursuant to the Charter of the City of Strongsville, Chapter 264 of the Codified Ordinances of the City of Strongsville, Chapter 140 of the Ohio Revised Code and the Ohio Constitution, and in order to carry out the public purpose of providing for the health and welfare of the people in the State of Ohio and City of Strongsville, by enhancing the availability, efficiency and economy of Hospital Facilities (as defined in Section 140.01(E) of the Ohio Revised Code) and the services rendered thereby, available to the public without discrimination by reason of race, creed, color, or national origin, the City has determined to lease a portion of the Center described below to Hospital for the purposes set forth in this Lease Agreement; and

WHEREAS, the City and Hospital are desirous of entering into this Lease Agreement to provide for the lease and operation of a portion of the Center by the Hospital on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises, covenants, payments and agreements by each of the parties hereto, the City and Hospital do hereby mutually agree as follows:

### **1. DESCRIPTION AND LEASE OF PREMISES**

The City hereby leases to Hospital, and Hospital hereby leases from City, certain areas of the Center identified as the area adjacent to the west end of the indoor track located on the second floor of the Center as set forth in Exhibit "A" which is attached hereto and incorporated herein (collectively the "Leased Premises").

### **2. TERM**

#### **2.1 Original Term**

The term of this Lease shall be three (3) years, commencing on September 1, 2019 and ending on August 31, 2022.

#### **2.2 Renewal**

This Lease Agreement may be renewed for an additional three (3) year term upon the written election of the Hospital to renew and the written acceptance of the City. Said

written election of the Hospital to renew and the written acceptance of the City, shall be made at least thirty (30) days before expiration of the initial term.

### **3. TERMINATION**

#### **3.1 Cancellation by the Hospital**

The Hospital shall have the right, upon sixty (60) days prior written notice to the City, to cancel this Agreement in its entirety.

#### **3.2 Cancellation by the City**

The City shall have the right upon sixty (60) days prior written notice to the Hospital, to cancel this Agreement in its entirety.

In the event of the cancellation by either party to this Agreement, the Hospital shall quit and surrender the Leased Premises and the City may re-enter and repossess the Leased Premises on the effective date of cancellation, without further requirement of notice. In the alternative or in addition to the remedies specifically provided herein, the parties may pursue any remedy permitted by law for the enforcement of any of the provisions of this Lease.

### **4. RENT**

#### **4.1 Basic Rent**

Hospital agrees to pay to the City as rental for the original term of this Lease the annual sum of Fifteen Thousand Dollars (\$15,000.00), with payments of Three Thousand Seven Hundred Fifty Dollars (\$3,750.00) due on the third business day of every third month. Time is of the essence as to the due date of the payments.

#### **4.2 Method of Payment**

All rent payments shall be made payable to the City of Strongsville, and shall be sent to the City of Strongsville, 16099 Foltz Parkway, Strongsville, Ohio 44149, Attention: Director of Finance, unless the City shall direct otherwise by notice to Hospital.

### **5. USE OF PREMISES**

**5.1** The Leased Premises shall be for the exclusive use of the Hospital.

**5.2** Hospital shall be permitted non-exclusive use of the Aquatic Center for individual/group exercise and/or therapy sessions. Said use of the Aquatic Center shall be scheduled in advance with the Aquatic Supervisor for the Center. It is expressly understood and agreed that Hospital's non-exclusive use of the Aquatic Center shall not take place during any time that a Swim Meet is held.

**5.3** Hospital shall be permitted non-exclusive use of the indoor track, exercise areas and exercise equipment in the Center for clinical treatment of patients.

**5.4** Hospital's use and occupancy of the Leased Premises and all other areas and equipment of the City and the Center shall be done in a safe, careful and proper manner in accordance with all laws, rules and regulations of the City and the Center.

### **6. CONDITION OF PREMISES, REPAIRS, ALTERATIONS AND MAINTENANCE**

#### **6.1 Condition of Leased Premises at Commencement of Term**

Hospital has examined the Leased Premises, knows their condition and accepts the Leased Premises in their present condition. Hospital acknowledges that the City has made no representations to Hospital as to the condition of the Leased Premises prior to or at the execution of this Lease, and has promised no repairs or alterations thereto.

**6.2 Required Repairs and Maintenance by Hospital**

- (a) Hospital shall have sole responsibility to maintain and keep the Leased Premises in good condition and repair.
- (b) Hospital shall perform such repairs and maintenance thereon as may be necessary to maintain such areas in a clean, safe, serviceable and sound condition, and to comply with the laws, ordinances and regulations of all authorities which have jurisdiction over the Leased Premises.

**6.3 Condition of Leased Premises at Termination of Lease**

- (a) Upon the expiration or other termination of this Lease, Hospital shall remove its goods, equipment and effects and those of all persons claiming under it from the Leased Premises, and shall deliver and yield the Leased Premises to the City in as good repair and condition as the Leased Premises were at the commencement of the term of this Lease, reasonable wear and tear excepted.
- (b) All improvements constructed or installed on the Leased Premises by Hospital shall become the property of the City. Hospital may be required to remove any or all improvements installed on the Leased Premises upon the termination of this Lease, and shall repair to the City's satisfaction or reimburse the City for any damage resulting from such removal. All improvements affixed to the Leased Premises with the intention to make them permanent installations, whether installed by Hospital or by the City, shall be the sole property of the City, and Hospital shall have no right to remove same.

**7. UTILITIES**

Rental payments shall include all utility services.

**8. INSURANCE**

**Public Liability Insurance.** Hospital shall obtain, at its expense, effective as of the commencement of its right to occupy the Leased Premises, and will maintain so long as Hospital continues to occupy or lease any part of the Leased Premises, complete comprehensive liability insurance, under which the City will be named as an additional insured, the policy or policies to be in such form and issued by such company or companies as are satisfactory to the City, in the sum of One Million Dollars (\$1,000,000.00) in the event of injury to one person or damage to property and Two Million Dollars (\$2,000,000.00) in the event of injuries to more than one person or damage to property arising out of each occurrence for which a claim for damages may result. A certificate or certificates thereof, will be deposited with the City within thirty (30) days after their issuance. The foregoing policies shall contain a special provision which establishes that the insurance company agrees that thirty (30) days prior to cancellation of the insurance afforded by the policy, written notice of the action to be taken will be mailed to the City of Strongsville.

## **9. ALTERATIONS AND IMPROVEMENTS**

**9.1** Upon obtaining the City's prior written consent, Hospital may, at its expense, make such alterations and improvements to the Leased Premises as shall be necessary for its use of the Leased Premises consistent with the Lease, provided that no such alterations will materially decrease the value or marketability of the Leased Premises. The City may withhold such consent, if (i) the proposed alterations or additions materially decrease the value or marketability of the Leased Premises, (ii) the proposed alterations or additions, in the view of the City, interfere with its future plans for the Leased Premises, (iii) Hospital fails to provide the City with reasonably sufficient drawings and specifications of work to be done and materials to be used, (iv) Hospital fails to provide the City with sufficient security to assure that proper insurance and workers' compensation coverage are in effect during the performance of any work and that the work will be completed free of liens against the Leased Premises, and (v) the proposed alterations and additions are not approved by the City Planning Commission. Such alterations and improvements shall be done in a good, workmanlike manner and in accordance with all applicable laws, ordinances, rules and regulations.

**9.2** The City at its sole expense may make such alterations and additions affecting the Leased Premises as it might desire provided that the same shall not materially impair Hospital's use of the Leased Premises consistent with this Lease.

## **10. DEFAULT**

### **10.1 Events Constituting Default**

For the purpose of this Lease, "default" shall mean any of the following events: (a) Abandonment of the Leased Premises by Hospital, or (b) Failure by Hospital to pay any installment of rent or other money obligations within ten (10) days after the City shall have given Hospital written notice that such rent or other obligation is past due, or (c) Failure by Hospital to perform or observe any other covenant or agreement under this Lease, which failure shall continue uncured for a period of thirty (30) days after delivery to Hospital of written notice thereof.

### **10.2 Effect of Default**

In the event of default, the City may at its option (a) terminate this Lease, or, without terminating this Lease, terminate Hospital's right to possession of the Leased Premises under this Lease, (b) re-enter the Leased Premises with or without process of law, using such force as may be necessary and remove all persons and chattels therefrom, and the City shall not be liable for damages or otherwise by reason of such re-entry, (c) cure any default relating to the condition of the Leased Premises and obtain reimbursement of expenses therefor from Hospital, or (d) employ any other remedy provided by law. The foregoing remedies may be exercised individually or cumulatively at the option of the City, and the exercise of any one shall not be deemed a waiver of the City's right to exercise one or more additional remedies. Except as provided in this Lease, Hospital waives the necessity of demand for rent and any other demand or notice that may now or thereafter be required by any statute, regulation or decision for the maintenance of any action in forcible entry and detainer. The commencement of such an action by the City shall for the purpose of this Lease be equivalent to the City's exercise of its right to re-enter the Leased Premises.

### **10.3 Waiver of Default**

No waiver of any condition or covenant of this Lease by the City or Hospital shall be construed as constituting a waiver of any subsequent breach of any such condition or

covenant or as justification or authorization for the breach or any other covenant or condition of this Lease, nor shall the acceptance of rent by the City at a time when Hospital is in default under any covenant or condition of this Lease be construed as a waiver of such default or any of the City's rights, including, but not limited to, the right to terminate this Lease on account of such default or as an estoppel against the City or be construed as an amendment to this Lease or as a waiver by the City of any other right created herein or by law in favor of the City and against Hospital on account of such default.

#### **11. MECHANICS' LIENS**

The Hospital shall not permit any mechanics', laborers', materialmens' or other liens to stand against the Leased Premises for any labor, machinery or material furnished or claimed to have been furnished in connection with the work of any character performed or claimed to have been performed on, or pertaining to the Leased Premises solely for Hospital or under Hospital's control, whether such work was performed or materials furnished prior to or subsequent to the commencement of the term of this Lease. If any such lien shall be filed or shall attach, the Hospital shall promptly either pay the same or procure the discharge thereof by giving security or in such other manner as is required or permitted by law. If Hospital fails to do so within thirty (30) days after receiving written notice from the City so to do, the City may procure the discharge of such lien, by payment or otherwise, and may recover all costs and expenses of so doing from Hospital. Moreover, Hospital shall indemnify and defend the City from and against all claims, demands and legal proceedings on account of such furnishing or claimed furnishing of labor, machinery, material and fuel, and shall directly pay or reimburse the City for all costs and expenses thereof, including, but not limited to, attorneys' fees (to the extent permitted by law), bond premiums and court costs.

#### **12. QUIET ENJOYMENT**

Upon Hospital's paying the rent and performing and observing the agreements and conditions on its part to be performed and observed, Hospital shall and may peaceably and quietly have, hold, and enjoy the Leased Premises during the term of this Lease without interference by the City or anyone claiming by, through or under the City. However, the City shall not be liable for any damage or interference with use occasioned by or from (a) any gas, water, or other pipes bursting or leaking, or (b) water, snow or ice on the Leased Premises.

#### **13. RIGHT OF ENTRY**

The City, its agents and employees shall have the right, at all reasonable times during the term of this Lease, to enter the Leased Premises to view and inspect the same and to perform any work therein which may be required or permitted of the City hereunder; provided, however, that the City, its agents and employees shall in exercising such right not unreasonably interfere with Hospital's use of the Leased Premises.

#### **14. INDEMNITY**

**14.1** Hospital, its agents, successors, assigns, and transferees agree to indemnify, provide the defense of, reimburse and hold harmless City, its officers, directors, members, managers, affiliates, officials, employees, servants, agents, and contractors from and against all costs, claims, actions, liabilities, damages, expenses, medical expenses, causes of actions, suits, or judgments by or on behalf of any person or persons, firm or firms, corporation or corporations, or any other business entity, or any governmental authority arising from any loss, injury or damage of any kind, to persons or property, from whatever cause, arising out of

Hospital's use of the Leased Premises and Center, or any act or omission of Hospital, or any of its successors, assigns, transferees, employees, licensees or invitees arising out of or relating to their use of the Leased Premises or Center.

**14.2** City, its agents, successors, assigns, and transferees agree to indemnify, provide the defense of, reimburse and hold harmless Hospital, its officers, directors, members, managers, affiliates, officials, employees, servants, agents, and contractors from and against all costs, claims, actions, liabilities, damages, expenses, medical expenses, causes of actions, suits, or judgments by or on behalf of any person or persons, firm or firms, corporation or corporations, or any other business entity, or any governmental authority arising from any loss, injury or damage of any kind, to persons or property, from whatever cause, arising out of any intentional act or omission on the part of the City, its employees or agents, or by anyone for whose acts or omissions any of them may be liable.

## **15. ASSIGNMENT OR SUBLEASE**

Hospital shall not assign, transfer, convey, or dispose of this Lease or any of its benefits or burdens under this Lease, or sublet all or any part of the Leased Premises, or permit all or any part of the Leased Premises to be used or occupied by others unless Hospital first obtains the City's prior written consent appropriately authorized by law. The City may, in its discretion, withhold such consent.

## **16. NOTICES**

All notices to the City shall be sent to:

The City of Strongsville  
16099 Foltz Parkway  
Strongsville, Ohio 44149  
Attention: Mayor

*With a copy to the Law Director*

All notices to Hospital shall be sent to:

Southwest General Health Center  
18697 Bagley Road  
Middleburg Heights, OH 44130  
Attention: Albert Matyas, Vice-President

Either party may at any time change the address to which notice shall be sent by advising the other party in writing of such a change. Notice shall be deemed given if sent by certified mail, postage prepaid, return receipt requested, and any such notice shall be deemed given when mailed as provided in this Section.

## **17. PARTIES BOUND AND BENEFITTED**

This Lease shall bind and benefit the parties hereto, their successors and permitted assigns. The words "City" and "Hospital" in this Lease shall be construed to include the corporations named herein as City and Hospital, respectively, and their respective successors and permitted assigns.

This Section shall not be construed to abridge, modify or remove the prohibitions or restrictions on assignment, subleasing, permission to occupy or similar acts contained elsewhere in this Lease.

**18. NONDISCRIMINATION**

Hospital agrees to comply with all applicable federal, state, county and local laws regarding nondiscrimination, and specifically agrees not to discriminate against any employee or applicant for employment or otherwise in connection with its activities because of race, color, religion, creed, gender, national origin, sexual preference, or disability.

**19. RELATIONSHIP OF THE PARTIES**

Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, or any relationship between the parties hereto other than that of City and Hospital.

**20. ONLY AGREEMENT**

This instrument contains the entire and only agreement between the parties concerning this subject matter, and neither party has made any representations or warranties other than those contained herein. It shall not be modified in any way except by a writing signed by both parties.

**21. CAPTIONS**

The captions used as headings for the various articles and sections of this Lease are used only as a matter of convenience for reference, and are not to be considered a part of this Lease nor to be used in determining the intent of the parties to this Lease.

**22. GOVERNING LAW**

The validity and construction of this Lease shall be governed by the law of the State of Ohio, where the Premises are located.

**23. COUNTERPARTS**

This Lease may be executed in multiple counterparts, each of which shall be deemed to be an original.

**IN WITNESS WHEREOF**, the City and Hospital have caused this Lease to be executed by their duly authorized officers as of the day and year first above written.

Witnesses:

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

**"CITY"**  
**CITY OF STRONGSVILLE**

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



**"HOSPITAL"  
SOUTHWEST GENERAL HEALTH  
CENTER**

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

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

STATE OF OHIO                    )  
  ) ss  
COUNTY OF CUYAHOGA        )

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Strongsville, Ohio, this \_\_\_\_ day of \_\_\_\_\_, 2019.

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

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

By: \_\_\_\_\_  
*Law Director*

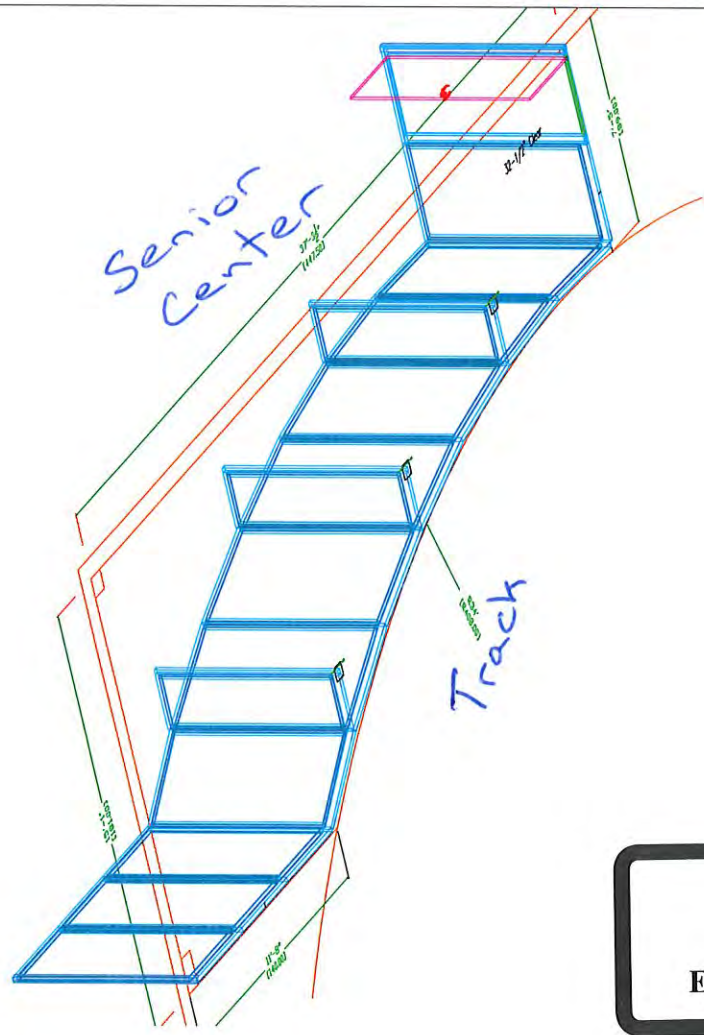
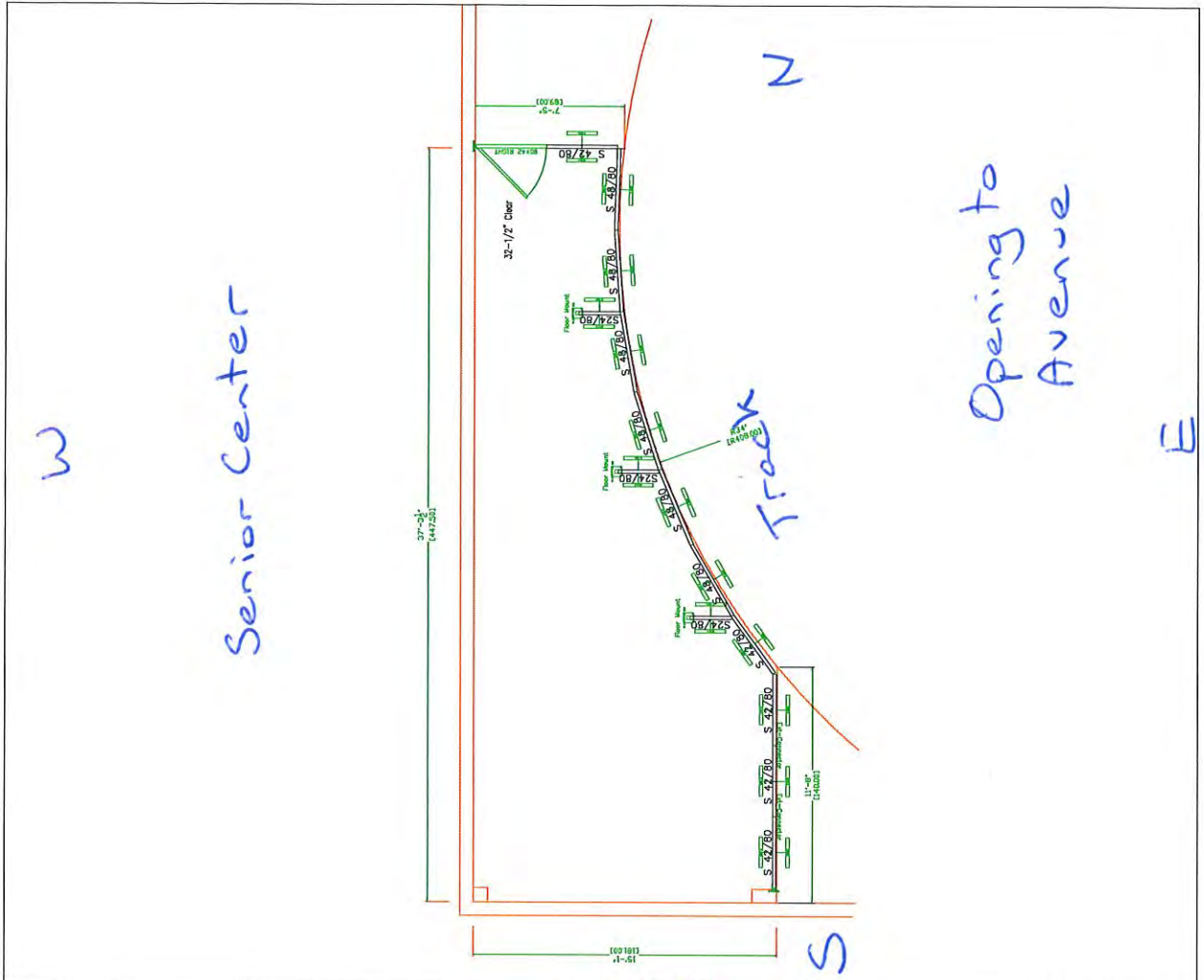
Date: \_\_\_\_\_

STATE OF OHIO                    )  
  ) ss  
COUNTY OF CUYAHOGA        )

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named, **SOUTHWEST GENERAL HEALTH CENTER**, by \_\_\_\_\_, its \_\_\_\_\_, who acknowledged that he/she did sign the foregoing instrument and that the same is the free act and deed of said non-profit corporation, and is his/her free act and deed personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Strongsville, Ohio, this \_\_\_\_ day of \_\_\_\_\_, 2019.

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



**EXHIBIT A**

STRONGSVILLE RECREATION-TRACK SIDE REHAB-RV.DWG

**inspire**  
workplace interiors

1322 WEST 9TH STREET CLEVELAND, OHIO 44113  
SHOWROOM PHONE 216 / 367 / 8520

Design: Lupo & Associates  
 INFORMATION INCLUDED ON THIS DOCUMENT IS SOLELY THE PROPERTY OF INSPIRE WORKPLACE INTERIORS. THIS DOCUMENT MAY NOT BE USED OR COPIED WITHOUT WRITTEN CONSENT FROM INSPIRE WORKPLACE INTERIORS.

4/16/2019 9:24 AM AppD-DWG1 / 7 Dwg1.rvt

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2019 – 126

By: Mayor Perciak and All Members of Council

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A SERVICE AGREEMENT WITH SOUTHWEST GENERAL HEALTH CENTER FOR CERTAIN SERVICES TO BE PERFORMED AT THE WALTER F. EHRSFELT RECREATION & SENIOR CENTER, AND DECLARING AN EMERGENCY.**

WHEREAS, the City of Strongsville (hereinafter "City") is the owner and operator of the Walter F. Ehrnfelt Recreation & Senior Center, located at 18100 Royalton Road, in the City of Strongsville; and

WHEREAS, Southwest General Health Center (hereinafter "Hospital") is a non-profit, community-based health care center principally located in the City of Middleburg Heights, Ohio; and

WHEREAS, in order to carry out the public purpose of providing for the health and welfare of the people in the State of Ohio and City of Strongsville, by enhancing the availability, efficiency and economy of Hospital Facilities (as defined in Section 140.01(E) of the Ohio Revised Code) and the services rendered thereby, available to the public without discrimination by reason of race, creed, color, or national origin, the City has determined to allow the Hospital to provide certain healthcare services, education and screenings in the Center for the purposes set forth in the Service Agreement attached hereto as Exhibit A; and

WHEREAS, therefore, the City and Hospital are desirous of entering into such Service Agreement on the terms and conditions set forth in the Agreement, and for a term of three (3) years commencing on September 1, 2019.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO BY TWO-THIRDS VOTE OF ITS MEMBERS:

**Section 1.** That this Council hereby finds and determines that allowing the Hospital to provide certain healthcare services, education and screenings in the Walter F. Ehrnfelt Recreation & Senior Center, at 18100 Royalton Road, Strongsville, Ohio, as set forth in the Service Agreement attached hereto as Exhibit A, is in furtherance of a public purpose and in the best interest of the City.

**Section 2.** That this Council accordingly authorizes and directs the Mayor to enter into a three (3) year Service Agreement with Southwest General Health Center, a non-profit, community-based healthcare center, substantially in accordance with the terms and conditions set forth in the Service Agreement attached hereto.

**Section 3.** That any funds required for the implementation of this Ordinance will be paid from the Multi-Purpose Complex Fund.

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

**Section 5.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is in the best interest of the City to enter into a Service Agreement with the Hospital in order to provide certain health-related services at the City's Recreation Center. 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.

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

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

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

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

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
DeMio	_____	_____
Kosek	_____	_____
Patten	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

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

ORD. No. 2019-126 Amended: \_\_\_\_\_

1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

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

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

STRONGSVILLE, OHIO

## SERVICE AGREEMENT

**THIS SERVICE AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 2019 by and between **THE CITY OF STRONGSVILLE, OHIO**, a municipal corporation located at 16099 Foltz Parkway, Strongsville, Ohio 44149, and organized and existing pursuant to law (hereinafter called "City") and **SOUTHWEST GENERAL HEALTH CENTER**, located at 18697 Bagley Road, Middleburg Heights, Ohio 44130, an Ohio non-profit corporation, (hereinafter called "Hospital").

### WITNESSETH:

WHEREAS, the City is the owner and operator of the Walter F. Ehrnfelt Recreation & Senior Center, located at 18100 Royalton Road, in the City of Strongsville, County of Cuyahoga and State of Ohio, hereinafter referred to as "Center"; and

WHEREAS, Hospital is a non-profit, community-based health care center principally located in the City of Middleburg Heights, County of Cuyahoga and State of Ohio; and

WHEREAS, the City and Hospital are desirous of entering into this Service Agreement for certain services to be provided and advertising by the Hospital at the Center on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises, covenants, payments and agreements by each of the parties hereto, the City and Hospital do hereby mutually agree as follows:

#### 1. TERM

##### 1.1 Original Term

The term of this Agreement shall be three (3) years, commencing on September 1, 2019 and ending on August 31, 2022.

##### 1.2 Renewal

This Agreement may be renewed for an additional three (3) year term upon the written election of the Hospital to renew and the written acceptance of the City. Said written election of the Hospital to renew and the written acceptance of the City, shall be made at least thirty (30) days before expiration of the initial term.

#### 2. TERMINATION

##### 2.1 Cancellation by the Hospital

The Hospital shall have the right, upon sixty (60) days prior written notice to the City, to cancel this Agreement in its entirety.

##### 2.2 Cancellation by the City

The City shall have the right upon sixty (60) days prior written notice to the Hospital, to cancel this Agreement in its entirety.

**3. CONSIDERATION**

**3.1 Payment**

Hospital agrees to pay to the City the annual sum of Thirty-Five Thousand Dollars (\$35,000.00), with payments of Eight Thousand Seven Hundred Fifty Dollars (\$8,750.00) due on the third business day of every third month. Time is of the essence as to the due date of the payments.

**3.2 Method of Payment**

All payments shall be made payable to the City of Strongsville, and shall be sent to the City of Strongsville, 16099 Foltz Parkway, Strongsville, Ohio 44149, Attention: Director of Finance, unless the City shall direct otherwise by notice to Hospital.

**4. SERVICES TO BE PROVIDED BY THE HOSPITAL**

**4.1** Hospital agrees to provide the following services at the Center:

- (a) Community Health Nurses;
- (b) Perform health screenings to facilitate awareness regarding mental health, vision, podiatry, osteoporosis, cholesterol and blood pressure;
- (c) Perform alternative screenings based on community need and availability;
- (d) Coordinate with Center staff to schedule and provide a minimum of one (1) physician and/or health professional educational presentation each month;
- (e) Coordinate with Center staff to develop additional educational programming; and
- (f) Share programming to expand the availability of fitness programming with Center staff based on member demand.

**4.2** Hospital's use of the Center to perform services as set forth above shall be done in a safe, careful and proper manner in accordance with all laws, rules and regulations of the City and the Center.

**5. ADVERTISING**

**5.1** The City agrees that the Hospital logo will be included on all advertising materials produced by or for the Center during the term of this Agreement.

**5.2** The City agrees that the Hospital may place a sign at the following locations in the Center:

- (a) Wall space on the west end of the indoor track;
- (b) Wall space on the east end of the indoor track; and
- (c) Wall space in the Senior Center.

**5.3** All costs for signage to be installed by City in the Center shall be the sole responsibility of the City, including, but not limited to, costs of design, production, maintenance and repair. Hospital will provide initial suggestions to City for design/layout of signage.

**5.4** Placement, language, size and design of any signage to be installed by Hospital in the Center shall be pre-approved by the City, such approval not to be unreasonably withheld.

## **6. EXCLUSIVITY**

**6.1.** It is hereby understood and agreed that nothing in this Agreement shall limit the City and/or the Center, on their own accord, from offering talks, seminars, training sessions and workshops, and providing the public with information and training that are in the best interest, health and well-being of residents and members.

**6.2.** No other hospital or health care organization shall be permitted to provide any of the services to be performed by the Hospital as set forth in Section 4 of this Agreement, unless the Hospital does not and, upon notice, elects not to provide a particular service.

**6.3** It is hereby understood and agreed that the placement of the Hospital logo on all Center advertising materials and the placement of Hospital signage in the Center pursuant to Section 5 of this Agreement are exclusive to the Hospital during the term of this Agreement. Nothing in this Agreement shall affect any digital display units or other advertising media of the Center currently in place.

## **7. INSURANCE**

**Public Liability Insurance.** Hospital shall obtain, at its expense, complete comprehensive liability insurance, under which the City will be named as an additional insured, the policy or policies to be in such form and issued by such company or companies as are satisfactory to the City, in the sum of One Million Dollars (\$1,000,000.00) in the event of injury to one person or damage to property and Two Million Dollars (\$2,000,000.00) in the event of injuries to more than one person or damage to property arising out of each occurrence for which a claim for damages may result. A certificate or certificates thereof, will be deposited with the City within thirty (30) days after their issuance. The foregoing policies shall contain a special provision which establishes that the insurance company agrees that thirty (30) days prior to cancellation of the insurance afforded by the policy, written notice of the action to be taken will be mailed to the City of Strongsville.

## **8. DEFAULT**

### **8.1 Events Constituting Default**

For the purpose of this Agreement, "default" shall mean any of the following events: (a) Failure by Hospital to pay any installment payment or other money obligations within ten (10) days after the City shall have given Hospital written notice that such installment payment or other obligation is past due, or (b) Failure by Hospital to perform or observe any other covenant or agreement under this Agreement, which failure shall continue uncured for a period of thirty (30) days after delivery to Hospital of written notice thereof.

### **8.2 Effect of Default**

In the event of default, the City may at its option (a) terminate this Agreement or (b) employ any other remedy provided by law. The foregoing remedies may be exercised individually or cumulatively at the option of the City, and the exercise of any one shall not be deemed a waiver of the City's right to exercise one or more additional remedies

### **8.3 Waiver of Default**

No waiver of any condition or covenant of this Agreement by the City or Hospital shall be construed as constituting a waiver of any subsequent breach of any such condition or covenant or as justification or authorization for the breach or any other covenant or condition of this Agreement, nor shall the acceptance of any payment by the City at a time when Hospital is

in default under any covenant or condition of this Agreement be construed as a waiver of such default or any of the City's rights, including, but not limited to, the right to terminate this Agreement on account of such default or as an estoppel against the City or be construed as an amendment to this Agreement or as a waiver by the City of any other right created herein or by law in favor of the City and against Hospital on account of such default.

**9. INDEMNITY**

**9.1** Hospital, its agents, successors, assigns, and transferees agree to indemnify, provide the defense of, reimburse and hold harmless City, its officers, directors, members, managers, affiliates, officials, employees, servants, agents, and contractors from and against all costs, claims, actions, liabilities, damages, expenses, medical expenses, causes of actions, suits, or judgments by or on behalf of any person or persons, firm or firms, corporation or corporations, or any other business entity, or any governmental authority arising from any loss, injury or damage of any kind, to persons or property, from whatever cause, arising out of Hospital's use of the Center, or any act or omission of Hospital, or any of its successors, assigns, transferees, employees, licensees or invitees arising out of or relating to their use of the Center.

**9.2** City, its agents, successors, assigns, and transferees agree to indemnify, provide the defense of, reimburse and hold harmless Hospital, its officers, directors, members, managers, affiliates, officials, employees, servants, agents, and contractors from and against all costs, claims, actions, liabilities, damages, expenses, medical expenses, causes of actions, suits, or judgments by or on behalf of any person or persons, firm or firms, corporation or corporations, or any other business entity, or any governmental authority arising from any loss, injury or damage of any kind, to persons or property, from whatever cause, arising out of any intentional act or omission on the part of the City, its employees or agents, or by anyone for whose acts or omissions any of them may be liable.

**10. ASSIGNMENT**

Hospital shall not assign, transfer, convey, or dispose of this Agreement or any of its benefits or burdens under this Agreement, unless Hospital first obtains the City's prior written consent appropriately authorized by law. The City may, in its discretion, withhold such consent.

**11. NOTICES**

All notices to the City shall be sent to:

The City of Strongsville  
16099 Foltz Parkway  
Strongsville, Ohio 44149  
Attention: Mayor

*With a copy to the Law Director*

All notices to Hospital shall be sent to:

Southwest General Health Center  
18697 Bagley Road  
Middleburg Heights, OH 44130  
Attention: Albert Matyas, Vice-President



Either party may at any time change the address to which notice shall be sent by advising the other party in writing of such a change. Notice shall be deemed given if sent by certified mail, postage prepaid, return receipt requested, and any such notice shall be deemed given when mailed as provided in this Section.

## **12. PARTIES BOUND AND BENEFITTED**

This Agreement shall bind and benefit the parties hereto, their successors and permitted assigns. The words "City" and "Hospital" in this Agreement shall be construed to include the corporations named herein as City and Hospital, respectively, and their respective successors and permitted assigns.

This Section shall not be construed to abridge, modify or remove the prohibitions or restrictions on assignment, permission to occupy or similar acts contained elsewhere in this Agreement.

## **13. NONDISCRIMINATION**

Hospital agrees to comply with all applicable federal, state, county and local laws regarding nondiscrimination, and specifically agrees not to discriminate against any employee or applicant for employment or otherwise in connection with its activities because of race, color, religion, creed, gender, national origin, sexual preference, or disability.

## **14. RELATIONSHIP OF THE PARTIES**

Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, or any relationship between the parties hereto other than that of City and Hospital.

## **15. ONLY AGREEMENT**

This instrument contains the entire and only agreement between the parties concerning this subject matter, and neither party has made any representations or warranties other than those contained herein. It shall not be modified in any way except by a writing signed by both parties.

## **16. CAPTIONS**

The captions used as headings for the various articles and sections of this Agreement are used only as a matter of convenience for reference, and are not to be considered a part of this Agreement nor to be used in determining the intent of the parties to this Agreement.

## **17. GOVERNING LAW**

The validity and construction of this Agreement shall be governed by the law of the State of Ohio, where the Center is located.





CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2019 – 127

By: All Members of Council

**A RESOLUTION DECLARING THE MONTH OF AUGUST, 2019  
AS COUNCIL RECESS MONTH, AND DECLARING AN  
EMERGENCY.**

WHEREAS, Article III, Section 10(a) of the City Charter authorizes City Council by vote to provide for recess; and

WHEREAS, the Council of the City of Strongsville, Ohio deems it to be in the best interest of the City to designate the month of August as the month of recess for the year 2019; and

WHEREAS, this Council accordingly will suspend regular Council meetings during the month of August, 2019.

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 designates and declares a recess from regular Council meetings during the month of August, 2019.

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

**Section 3.** That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary in order to timely provide for Council's yearly recess. Therefore, provided this Resolution receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

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

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

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

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

CITY OF STRONGSVILLE, OHIO  
ORDINANCE NO. 2019 – 127  
Page 2

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
DeMio	_____	_____
Kosek	_____	_____
Patten	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

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

**RES**  
ORD. No. 2019-127 Amended: \_\_\_\_\_  
1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_