

# City of Strongsville

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

January 2, 2020

## MEETING NOTICE

### City Council

James A. Kaminski  
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 meetings for **Monday, January 6, 2020**, 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. 2019-184 and 2020-001.

**Public Safety & Health Committee** will meet to discuss Ordinance Nos. 2020-002, 2020-003 and 2020-004.

**Public Service & Conservation Committee** will meet to discuss Ordinance Nos. 2020-005, 2020-006 and Resolution Nos. 2020-007 and 2020-008.

### **Economic Development**

*A motion will be made to approve the Economic Development Committee meeting minutes of December 9, 2019.*

**8:00 P.M.**      **Organizational and 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

**ORGANIZATIONAL AND REGULAR  
STRONGSVILLE CITY COUNCIL MEETING  
MONDAY, JANUARY 6, 2020 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. ORGANIZATION:
  - A. Election of Council President
  - B. Election of Council President Pro Tem
  - C. Appointment of Council Representative to Planning Commission
  - D. Appointment of Council Representative to Southwest General Health Center Board of Trustees
  - E. Appointment of Council Representative to Strongsville School Board
  - F. Appointment of Standing Council Committees
6. COMMENTS ON MINUTES:
  - *Council Meeting – December 16, 2019*
7. APPOINTMENTS, CONFIRMATIONS, AWARDS AND RECOGNITION:
  - Mayor's appointment and Council confirmation of Robert Powell to fill the current vacancy and unexpired term of James Kaminski (term expiring April 3, 2021), as a member of the City's Planning Commission, to be effective January 6, 2020.
  - Mayor's re-appointment and Council confirmation of Edward Pfahl to a new four (4) year term on the City's Planning Commission, effective January 22, 2020.
8. REPORTS OF COUNCIL COMMITTEE:
  - SCHOOL BOARD – *No meeting until January 22, 2020*
  - SOUTHWEST GENERAL HEALTH SYSTEM – Mr. Short:
  - BUILDING AND UTILITIES –
  - 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. 2019-184 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 PROPERTIES LOCATED AT DRAKE ROAD AND PROSPECT ROAD, IN THE CITY OF STRONGSVILLE, FROM LB (LOCAL BUSINESS) CLASSIFICATION TO R1-75 (ONE FAMILY 75) CLASSIFICATION, AND BEING ALL OF PPNs 394-21-010; 394-21-012; 394-21-014; and 394-21-015. *First reading and referred to Planning Commission 12/02/19. Unfavorable recommendation by the Planning Commission 12/19/19.*
- Ordinance No. 2020-001 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH A FIRM OF PROFESSIONAL ENGINEERS TO PROVIDE ENGINEERING DESIGN AND CONSULTING SERVICES IN CONNECTION WITH THE FOLTZ PARKWAY EXTENSION PHASE II PROJECT, AND DECLARING AN EMERGENCY.
- Ordinance No. 2020-002 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A FOURTH AMENDMENT TO THE AGREEMENT FOR PUBLIC SAFETY DISPATCH SERVICES BETWEEN THE CITY OF STRONGSVILLE AND THE CITY OF BEREA, IN CONNECTION WITH AN ADJUSTMENT OF FEES RETROACTIVE TO JANUARY 1, 2020, AND DECLARING AN EMERGENCY.
- Ordinance No. 2020-003 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A FIRST AMENDMENT TO THE AGREEMENT FOR PUBLIC SAFETY DISPATCH SERVICES BETWEEN THE CITY OF STRONGSVILLE AND THE CITY OF BROOK PARK, IN CONNECTION WITH AN ADJUSTMENT OF FEES RETROACTIVE TO JANUARY 1, 2020, AND DECLARING AN EMERGENCY.

- Ordinance No. 2020-004 by Mayor Perciak and All Members of Council. AN ORDINANCE APPROVING AND AUTHORIZING AN AGREEMENT WITH CUYAHOGA COUNTY AND THE CUYAHOGA COUNTY JUVENILE COURT IN CONNECTION WITH A COMMUNITY DIVERSION PROGRAM TO ADDRESS JUVENILE MISDEMEANOR AND STATUS OFFENDERS IN THE CITY OF STRONGSVILLE FOR THE YEAR 2020, AND DECLARING AN EMERGENCY.
- Ordinance No. 2020-005 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE SALE BY INTERNET AUCTION, OF CERTAIN OBSOLETE PROPERTY NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE BY THE CITY'S SERVICE DEPARTMENT, AND DECLARING AN EMERGENCY.
- Ordinance No. 2020-006 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE DISPOSAL OF DEPARTMENT OF PUBLIC SERVICE EQUIPMENT NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE, AND DECLARING AN EMERGENCY.
- Resolution No. 2020-007 by Mayor Perciak and All Members of Council. A RESOLUTION GRANTING PERMISSION TO REPURCHASE A CERTAIN CERTIFICATE FOR BURIAL RIGHTS IN THE STRONGSVILLE MUNICIPAL CEMETERY. [Borsuk]
- Resolution No. 2020-008 by Mayor Perciak and All Members of Council. A RESOLUTION CORRECTING THE RECORD FOR CERTAIN CERTIFICATES FOR BURIAL RIGHTS IN THE STRONGSVILLE MUNICIPAL CEMETERY. [Tedrahn]

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2019 – 184

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 PROPERTIES LOCATED AT DRAKE ROAD AND PROSPECT ROAD, IN THE CITY OF STRONGSVILLE, FROM LB (LOCAL BUSINESS) CLASSIFICATION TO R1-75 (ONE FAMILY 75) CLASSIFICATION, AND BEING ALL OF PPNs 394-21-010; 394-21-012; 394-21-014; and 394-21-015.

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 properties located at Drake Road and Prospect Road, in the City of Strongsville, from LB (Local Business) classification to R1-75 (One Family 75) classification, and being all of PPNs 394-21-010; 394-21-012; 394-21-014; and 394-21-015, which properties are more fully described in Exhibit A, and depicted in Exhibit B, all attached hereto and incorporated herein by reference.

**Section 2.** That the Clerk of Council is hereby authorized to cause the necessary changes on the Zoning Map to be made in order to reflect the changes in zoning 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: December 2, 2019

Referred to Planning Commission

Second reading: \_\_\_\_\_

December 3, 2019

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

Approved: Unfavorable recommendation by Planning Commission  
12-19-19

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

CITY OF STRONGSVILLE, OHIO  
ORDINANCE NO. 2019 – 184  
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. 2019-184 Amended: \_\_\_\_\_  
1st Rdg. 12-2-19 Ref: PC/PZE  
2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

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



Engineering and Surveying  
257 S. Court St. • Suite 6  
Medina, Ohio 44256  
Phone: 330-723-1828 • 800-723-1870  
Fax: 330-723-6637  
E-mail: info@rh-inc.com

Legal Description for ZONING CHANGE - 1.7886 Acre Parcel  
Project No. 31,885  
November 8, 2019

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio, known as being part of Original Strongsville Township Lot No. 79, also being all of Parcels "A", "B" and "C" conveyed to Impact USA Inc. by deed recorded on September 16, 2008 in AFN 200809160273, and all of land conveyed to Impact USA Inc. by deed recorded on October 21, 2008 in AFN 200810210233 both of the Cuyahoga County Recorder's Records further bounded and described as follows;

Commencing at a monument box with an iron pin found at the intersection of the centerline of Drake Road having a 60-foot wide Right-of-Way, with the centerline of Prospect Road having an 60-foot wide Right-of-Way, said point also being the **TRUE PLACE OF BEGINNING** of the parcel herein described;

Thence along the centerline of said Drake Road, bearing North 88°58'53" East, a distance of 276.91 feet to a point thereon, said point also being the Northwest corner of land conveyed to Susan M. Girardi by deed recorded on December 13, 2016 in AFN 20162130475 of the Cuyahoga County Recorder's Records;

Thence parallel with the centerline of said Prospect Road along the Western line of said land conveyed to Susan M. Girardi, bearing South 00°45'59" West, a distance of 281.50 feet to the Southwest corner thereof, said point also being in the North line of land conveyed to Ivan Malenic and Vera Malenic by deed recorded on July 31, 2002 in AFN 200207311099 of the Cuyahoga County Recorder's Records;

Thence parallel with the centerline of said Drake Road along the Northern line of said land conveyed to Ivan Malenic and Vera Malenic, bearing South 88°58'53" West, a distance 276.91 feet to the Northwest corner thereof, said point also being in the centerline of said Prospect Road;

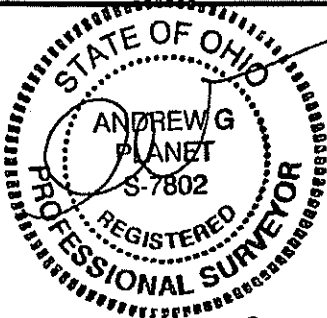
Thence along the centerline of said Prospect Road, bearing North 00°45'59" East, a distance of 281.50 feet to the **TRUE PLACE OF BEGINNING**, containing 1.7886 acres of land, more or less but subject to all legal highways and all covenants of record.

Bearings are based on the centerline of Drake Road, bearing North 88°58'53" East between monuments found, per the Waterford Crossing Subdivision No. 1 as recorded in Plat Book 263, Page 98 of Cuyahoga County Recorder's Records.

This legal description was prepared based on information of record under the supervision of Andrew G. Planet, P.S. No. S-7802 by Rolling & Hocevar, Inc. in November 2019.

EXHIBIT A

# ZONING CHANGE EXHIBIT



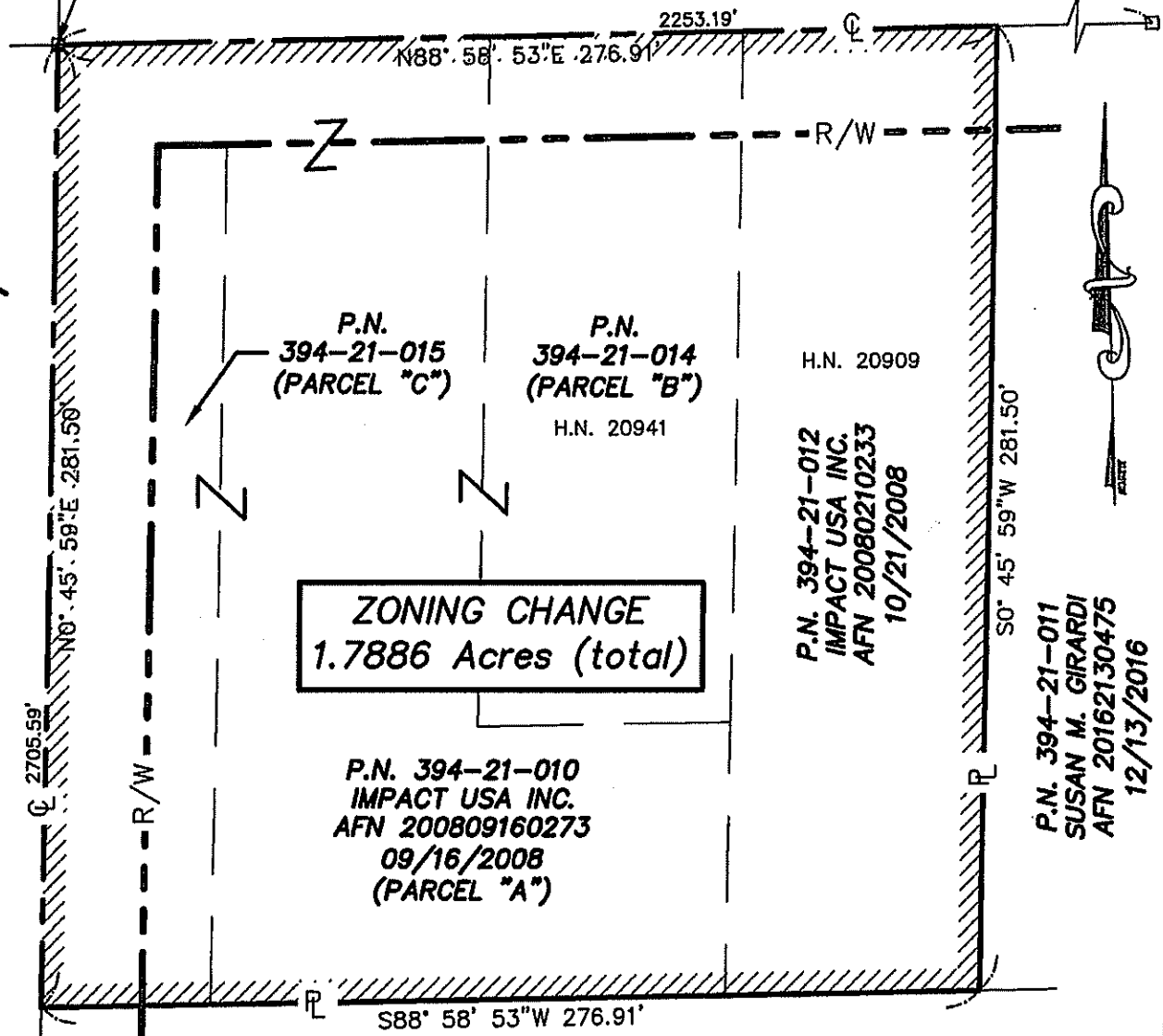
FOR THE LANDS OF  
IMPACT USA INC.  
SITUATED IN THE CITY OF STRONGSVILLE, COUNTY OF  
CUYAHOGA AND STATE OF OHIO, KNOWN AS BEING PART  
OF ORIGINAL STRONGSVILLE TOWNSHIP LOT No. 79  
NOVEMBER, 2019

11-8-2019

T.P.O.B.

## DRAKE ROAD 60' R/W

PROPSECT ROAD 60' R/W



**ZONING CHANGE**  
1.7886 Acres (total)

P.N. 394-21-015  
(PARCEL "C")

P.N. 394-21-014  
(PARCEL "B")  
H.N. 20941

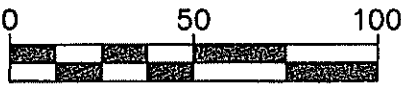
H.N. 20909

P.N. 394-21-012  
IMPACT USA INC.  
AFN 20080210233  
10/21/2008

P.N. 394-21-010  
IMPACT USA INC.  
AFN 200809160273  
09/16/2008  
(PARCEL "A")

P.N. 394-21-011  
SUSAN M. GIRARDI  
AFN 20162130475  
12/13/2016

P.N. 394-21-008  
IVAN MALENIC & VERA MALENIC  
AFN 200207311099  
07/31/2002



SCALE: 1" = 50'

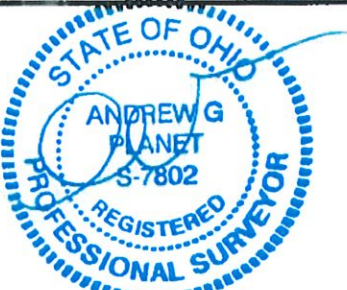
BEARINGS ARE BASED ON THE CENTERLINE OF  
DRAKE ROAD, BEARING NORTH 88°58'53" EAST  
BETWEEN MONUMENTS FOUND, PER THE WATERFORD  
CROSSING SUBDIVISION NO. 1 AS RECORDED IN  
PLAT BOOK 263, PAGE 98 OF CUYAHOGA COUNTY  
RECORDER'S RECORDS.

*Rolling & Hocover, Inc.*

257 SOUTH COURT ST. SUITE 6  
MEDINA, OHIO 44256  
(330)723-1828  
FAX (330)723-6637  
DATE 11/08/19  
PROJ. No. 31.885



# Future Lots A through D



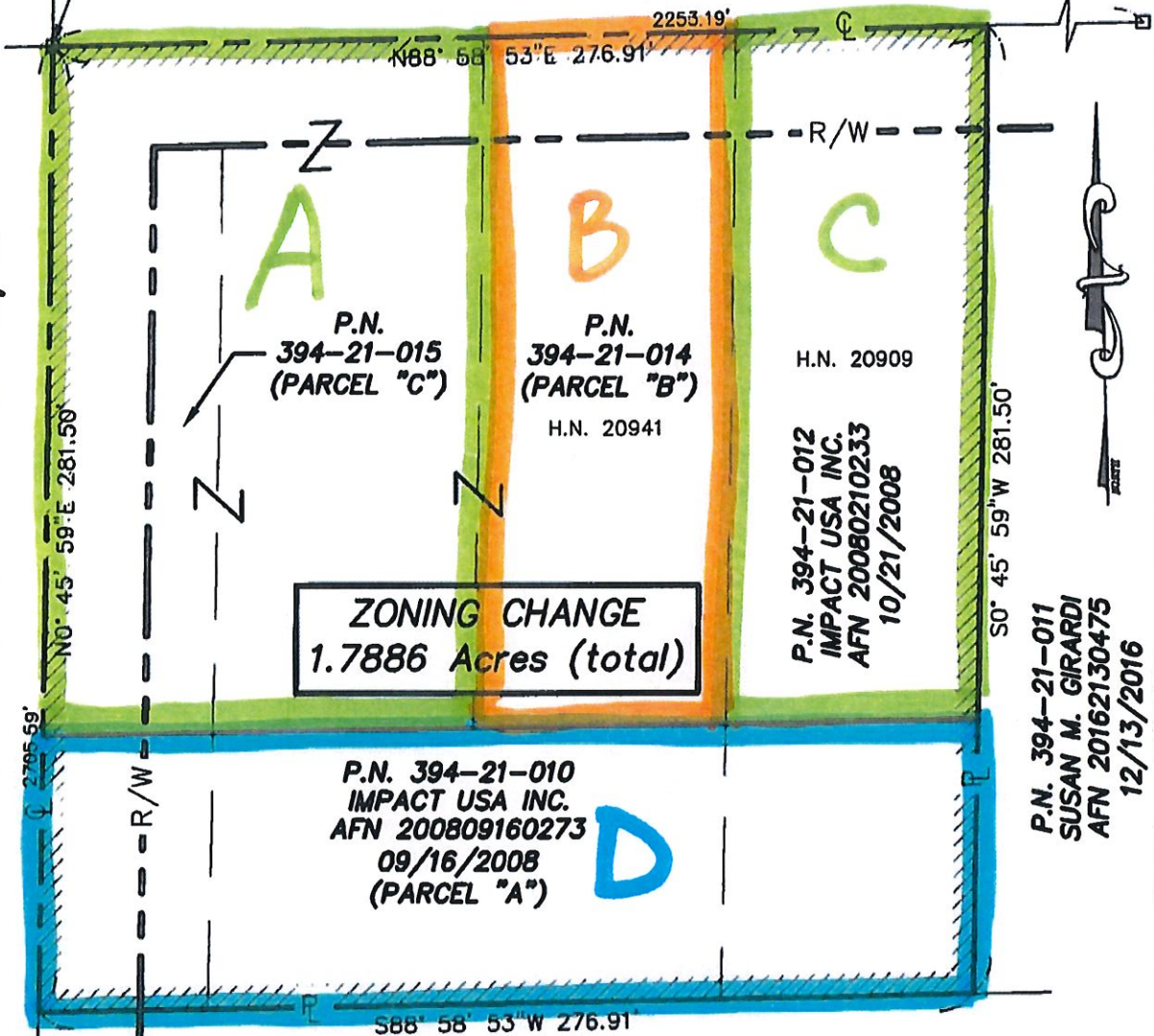
11-8-2019

## ZONING CHANGE EXHIBIT

FOR THE LANDS OF  
 IMPACT USA INC.  
 SITUATED IN THE CITY OF STRONGSVILLE, COUNTY OF  
 CUYAHOGA AND STATE OF OHIO, KNOWN AS BEING PART  
 OF ORIGINAL STRONGSVILLE TOWNSHIP LOT No. 79  
 NOVEMBER, 2019

**DRAKE ROAD 60' R/W**

**PROSPER ROAD 60' R/W**



**ZONING CHANGE**  
 1.7886 Acres (total)

P.N. 394-21-015  
 (PARCEL "C")

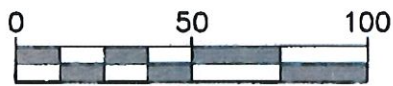
P.N. 394-21-014  
 (PARCEL "B")  
 H.N. 20941

H.N. 20909  
 P.N. 394-21-012  
 IMPACT USA INC.  
 AFN 20080210233  
 10/21/2008

P.N. 394-21-010  
 IMPACT USA INC.  
 AFN 200809160273  
 09/16/2008  
 (PARCEL "A")

P.N. 394-21-011  
 SUSSAN M. GIRARDI  
 AFN 20162130475  
 12/13/2016

P.N. 394-21-008  
 IVAN MALENIC & VERA MALENIC  
 AFN 200207311099  
 07/31/2002



SCALE: 1" = 50'

BEARINGS ARE BASED ON THE CENTERLINE OF  
 DRAKE ROAD, BEARING NORTH 88°58'53" EAST  
 BETWEEN MONUMENTS FOUND, PER THE WATERFORD  
 CROSSING SUBDIVISION NO. 1 AS RECORDED IN  
 PLAT BOOK 283, PAGE 98 OF CUYAHOGA COUNTY  
 RECORDER'S RECORDS.

*Rolling & Hecwan, Inc.*

257 SOUTH COURT ST. SUITE 6  
 MEDINA, OHIO 44256  
 (330)723-1828  
 FAX (330)723-6637  
 DATE 11/08/19  
 PROJ. No. 31.885

**PETITION FOR ZONING CHANGE**

Ordinance Number: 2019-184

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 LB use to a class R1-75 use.

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

The two existing homes are non-conforming to the current LB code.

Plan to complete lot split and consolidation to allow for two additional buildable residential lots.

Such change will not be materially detrimental to the public welfare nor to the property of other persons located in the vicinity because: \_\_\_\_\_

Property is already being used as residential.

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

- 1. N/A
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

THE PROPOSED USE OF THE PROPERTY IS: Single Family Residential.

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

Name: Impact USA Inc. - Kenneth W. Helms, President

Address: 19540 Progress Drive, Strongsville, OH, 44149

Telephone Number: 440-537-1099

Kenneth W. Helms - Pres  
Signature of Owner(s)



Sworn to and subscribed in my presence this 17 day of Nov, 2019.  
DUSTIN M. HAYDEN  
Notary Public, State of Ohio  
My Commission Expires  
October 29, 2022

[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.

**PROPERTY DESCRIPTION FORM**

Ordinance Number: 2019-184

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: 20909 Drake Road, 20941 Drake Road, Vacant lands corner of Prospect/Drake Roads.

Permanent Parcel No.: 394-21-010; 394-21-012; 394-21-014; 394-21-015

The property is bounded by the following streets: (indicate direction; i.e., north, south, etc.) Drake Road to the North; Prospect Road to the West.

Number and type of buildings which now occupy property (if any): Single family home located on PPN 394-21-012; single family home located on PPN 394-21-014; remainder is vacant.

Acreage: Approximately 1.7886 acres total.

Said property (has) (had) the following deed restrictions affecting the use thereof (attach copy): No deed restrictions identified.

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

Said property is presently under lease or otherwise encumbered as follows: \_\_\_\_\_  
PPN 394-21-012 (20909 Drake Road) is on a month to month lease to tenant.

Owner(s)	Percent of Ownership:
1. <u>Impact USA Inc.</u>	<u>100</u> %
2. _____	_____ %
3. _____	_____ %

Kenneth W. Helms - Pres  
Signature of Owner(s)  
Kenneth W. Helms, President

State of Ohio            )  
County of Cuyahoga    )

Sworn to and subscribed to in my presence this 12 day of Nov, 2019.



DUSTIN M. HAYDEN  
Notary Public, State of Ohio  
My Commission Expires  
October 29, 2022

[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.

**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:** November 12, 2019

**SUBJECT:** Rezoning Application  
Impact USA, Inc.  
PPNs: 394-21-010; 394-21-012; 394-21-014; 394-21-015  
Address: 20909 Drake Road; 20941 Drake Road; Vacant lands corner of  
Prospect/Drake Roads  
From Local Business (LB) to Residential (R1-75)

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

Thank you.

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:** November 13, 2019

**Re:** Rezoning Application  
Impact USA, Inc..  
PPN's 394-21-010 (vacant), 394-21-012 (20909 Drake Road),  
394-21-014 (20941 Drake Road) & 394-21-015 (vacant)  
From LB to R1-75

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Neal,

The legal description included in the Clerk of Council's November 12, 2012 memo regarding the above referenced application accurately depicts the parcels to be rezoned.

Please feel free to contact me with any questions.

Thank you.

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

**MEMORANDUM**

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**TO:** Planning Commission  
**FROM:** Tiffany Mekeel, Assistant Clerk of Council  
**DATE:** December 3, 2019  
**SUBJECT:** Referral from Council: Ordinance No. 2019-184

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Please be advised that at its regular meeting of December 2, 2019, City Council referred the following Ordinance to the Planning Commission for its report and recommendation thereon:

- Ordinance No. 2019-184 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 PROPERTIES LOCATED AT DRAKE ROAD AND PROSPECT ROAD, IN THE CITY OF STRONGSVILLE, FROM LB (LOCAL BUSINESS) CLASSIFICATION TO R1-75 (ONE FAMILY 75) CLASSIFICATION, AND BEING ALL OF PPNs 394-21-010; 394-21-012; 394-21-014; and 394-21-015.

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

TAM  
Attachment

## MEMORANDUM

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

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

**SUBJECT:** Referrals to Council

**DATE:** December 20, 2019

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Please be advised that at its meeting of December 19, 2019, the Strongsville Planning Commission gave Unfavorable Recommendation to the following;

**ORDINANCE 2019-184**

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 properties located at Drake Road and Prospect Road, in the City of Strongsville from LB (Local Business) Classification to R1-75 (One Family 75) Classification, and being all of PPN's 394-21-010; 394-21-012; 394-21-014 and 394-21-015.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2020 – 001

By: Mayor Perciak and All Members of Council

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH A FIRM OF PROFESSIONAL ENGINEERS TO PROVIDE ENGINEERING DESIGN AND CONSULTING SERVICES IN CONNECTION WITH THE FOLTZ PARKWAY EXTENSION PHASE II PROJECT, AND DECLARING AN EMERGENCY.**

WHEREAS, pursuant to Resolution No. 2019-112, Council authorized the Mayor to request proposals for engineering design and consulting services in connection with the Foltz Parkway Extension Phase II Project (the "Project"); and

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

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

**Section 1.** That the Mayor be and is hereby authorized and directed to execute and enter into a contract with **MS CONSULTANTS, INC.**, a firm of professional engineers and the best qualified and highest ranked firm, in a total amount not to exceed \$447,069.00, to provide engineering design and consulting services, in connection with the Foltz Parkway Extension Phase II Project in the City of Strongsville, in accordance with its proposal, addendum, and related forms and documents comprising a contract identified as the Technical and Price Proposal, copies of which are attached hereto as Exhibit A, and/or on file with the City Engineer, and which, in all respects, are hereby approved.

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

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

**Section 4.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare, and for the further reason that it is immediately necessary to provide professional engineering design and consulting services on the Project to ensure proper construction and compliance with approved plans in order to proceed with the Project, to promote highway safety, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.



CITY OF STRONGSVILLE, OHIO  
ORDINANCE NO. 2020 - 001  
Page 2

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

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

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

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

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

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

ORD. No. 2020-001. Amended: \_\_\_\_\_

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

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

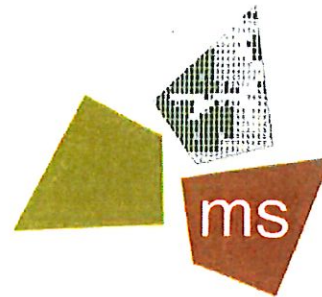
3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

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

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

**ms consultants, inc.**  
engineers, architects, planners

333 East Federal Street  
Youngstown, Ohio 44503-1821  
p 330.744.5321  
f 330.744.5256  
www.msconsultants.com



November 14, 2019

Mr. Ken Mikula, P.E.  
City of Strongsville  
16099 Foltz Parkway  
Strongsville, Ohio 44149

**RE: Foltz Parkway Extension, Phase II  
Design Services Technical & Price Proposal**

Dear Mr. Mikula:

We are pleased to present two (2) copies of the Technical and Price Proposal to complete design services and prepare construction plans for the referenced project. The proposed work is based on our understanding gained throughout the proposal / interview process and from our October 8, 2019 Scope of Services meeting.

The proposed work will address the hydrologic/hydraulic culvert studies, environmental, survey, roadway, drainage, traffic, lighting, retaining / headwall, right of way planning and bidding assistance needed to extend Foltz Parkway approximately 2000-feet terminating in a cul-de-sac and extending the 12" water main approximately 7400-feet to Boston Road. The proposal also includes a significant amount of time to meet and coordinate with the US Army Corps of Engineers and Ohio EPA to secure the waterway permit, while maximizing the City's prior environmental mitigation efforts. Additionally, we have included time to provide rough grading plans for the identified parcels and a storm water pollution prevention plan for the development planning.

The proposal contains our subconsultant proposal for aerial mapping (Aerocon). "If Authorized" work tasks are included at the end of the proposal in the event additional services are needed for Pre-Bid Questions and On-Going Services During Construction. The proposal is developed following ODOT's Consultant Fee Estimation Guidance, December, 2018. It contains a narrative section listing specific work planned for each task. It also contains hours and cost sections that have been completed based on the stated complexity level.

We look forward to beginning work on this important project; and thank you for this opportunity to broaden our relationship with the City of Strongsville.

Respectfully,

A handwritten signature in blue ink that reads "W. Brian Hughes".

W. Brian Hughes, P.E.  
Sr. Project Manager, NE Ohio

CITY OF STRONGSVILLE

WBH:wbh  
Enclosures

cc: Gary Williams, P.E. - ms consultants

File: PS-00374-19

K:\01\06\proposal\PS-00374-19 Strongsville Foltz Parkway\Fee Proposal\0 Cover Ltr.doc

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

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

EX.A

# SUMMARY OF STEPS

## C-R-S Foltz Parkway Extension, Phase 2

Consultant: ms consultants, inc.

Agreement No. 0

Modification No. 0

PID No. N/A

Proposal Date 11/14/2019

Revised

Rev. 1: 11/27/2019, Rev. 2: 12/16/2019

Average Hourly Rate	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subcon Costs	Net Fee	Total Cost
<b>AUTHORIZED TASKS:</b>								
1 - Planning Phase								
N/A	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2 - Preliminary Engineering Phase								
\$43.87	1232	\$54,052	\$95,077	\$243	\$2,247	\$14,950	\$15,261	\$181,831
3 - Environmental Engineering Phase								
\$43.74	1517	\$66,360	\$116,727	\$299	\$4,238	\$0	\$18,737	\$206,360
4 - Final Engineering Phase								
\$46.85	324	\$15,178	\$26,698	\$68	\$158	\$0	\$4,285	\$46,387
5 - Construction Engineering Phase								
N/A	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL AUTHORIZED TASKS</b>								
<b>\$44.12</b>	<b>3073</b>	<b>\$135,590</b>	<b>\$238,502</b>	<b>\$610</b>	<b>\$6,643</b>	<b>\$14,950</b>	<b>\$38,283</b>	<b>\$434,579</b>
<b>IF-AUTHORIZED TASKS:</b>								
4 - Final Engineering Phase (Pre Bid Activities)								
\$38.25	52	\$1,989	\$3,499	\$9	\$0	\$0	\$562	\$6,059
5 - Construction Engineering Phase (Ongoing Services during Construction)								
\$54.89	38	\$2,086	\$3,669	\$9	\$78	\$0	\$589	\$6,431
<b>TOTAL IF-AUTHORIZED TASKS</b>								
<b>\$45.28</b>	<b>90</b>	<b>\$4,075</b>	<b>\$7,168</b>	<b>\$18</b>	<b>\$78</b>	<b>\$0</b>	<b>\$1,151</b>	<b>\$12,490</b>
<b>GRAND TOTAL:</b>								
<b>\$44.16</b>	<b>3163</b>	<b>\$139,665</b>	<b>\$245,671</b>	<b>\$628</b>	<b>\$6,721</b>	<b>\$14,950</b>	<b>\$39,434</b>	<b>\$447,069</b>





# DIRECT COSTS

Version:  
Feb 2017

C-R-S		Foltz Parkway Extension, Phase																					
Consultant:	ms consultants, inc.	Agreement No.	0	Modification No.	0	PID No.	N/A	Proposal Date	11/14/2019	Revised	Rev. 1: 11/27/2019, Rev. 2: 12/16/2019	Task Description	Unit Cost:	mileage	postage	GPS	copies	Color Copies	Asbestos Lab Testing	Full Size Plans	Supplies	OEPA Review Fee	Total
	2.7.B.D.1 - Culvert Drainage Calculations												\$0.52	\$5.00	\$75.00	\$0.05	\$1.00	\$300.00	\$5.00	\$1.00	\$2,500.00	\$0.00	
	2.7.B.D.2 - Ditch Calculations																					\$0.00	
	2.7.B.D.3 - Storm Sewer Calculations																					\$0.00	
	2.7.B.E - BMP Design																					\$0.00	
	2.7.C - Utilities																					\$0.00	
	2.7.C.A - Utility Coordination and Documentation																					\$0.00	
	2.7.C.D - Add Utilities to Plan/Profile Sheets																					\$0.00	
	2.7.D - Geotechnical Services																					\$0.00	
	2.7.E.A - Retaining Wall Design																					\$0.00	
	2.7.E.B - Retaining Wall Plan and Profile sheet																					\$0.00	
	2.7.E.C - Retaining Wall Details																					\$0.00	
	2.7.F - Structures - Design Report																					\$0.00	
	2.7.G - Miscellaneous																					\$0.00	
	2.7.H - Prepare C2 Cost Estimates and Update Milestones																					\$0.00	
	2.7.H.A - Roadway/Interchange Costs																					\$0.00	
	2.7.H.C - Utility Costs																					\$0.00	
	2.7.I - Lighting Plans																					\$0.00	
	2.7.J - Maintenance of Traffic																					\$0.00	
	<b>TOTAL - 2.7 - Stage 1 Design</b>												0	0	0	0	0	0	0	0	0	0	\$0.00
	<b>2.8 - Project Management for Preliminary Engineering Phase</b>																						
	2.8.A - Meetings												400										\$208.00
	2.8.B - General Oversight													1		50							\$7.50
	2.8.C - Project Set Up																						\$0.00
	2.8.D - Non Routine (Soft) Items												600		400	40	100						\$472.00
	<b>TOTAL 2.8 - Project Management for Preliminary Engineering Phase</b>												1000	1	0	450	40	100	0	0	100	0	\$687.50
	<b>2.9 - Limited Review</b>																						
	2.9.A - QA/QC for Limited Review																						\$0.00
	<b>TOTAL 2.9 - Limited Review</b>												0	0	0	0	0	0	0	0	0	0	\$0.00
	<b>Total - 2 Preliminary Engineering Phase</b>												2215	8	4	2300	90	550	0	0	550	0	\$2,246.80

C-R-S		Foltz Parkway Extension, Phase					DIRECT COSTS					Version:
ms consultants, inc.												Feb 2017
Consultant:	ms consultants, inc.											
Agreement No.	0											
Modification No.	0											
PID No.	N/A											
Proposal Date	11/14/2019											
Revised	Rev. 1: 11/27/2019, Rev. 2: 12/16/2019											
Task Description	Unit Cost:	mileage	postage	GPS	copies	Color Copies	Asbestos Lab Testing	Full Size Plans	Supplies	EPA Review Fee	Total	
<b>3 - Environmental Engineering Phase</b>												
3.1 - Environmental Field Studies and Refined Impacts												
3.1.A - Phase I Cultural Archaeological												
3.1.I - Biological Assessment for Federally Listed Species												
3.1.M - Waterway Permit												
3.1.N - Stream and Wetland Opportunities Inventory Report												
TOTAL 3.1 - Environmental Field Studies and Refined Impacts		300	15	0	500	50	0	0	300	1	\$3,106.00	
3.2 - Stage 1 Value Engineering												
TOTAL 3.2 - Stage 1 Value Engineering		0	0	0	0	0	0	0	0	0	\$0.00	
3.3 - Stage2												
3.3.A - Roadway												
3.3.A.A - Title Sheet												
3.3.A.B - Schematic												
3.3.A.C - General Notes												
3.3.A.D - Typical Sections												
3.3.A.E - Plan and Profile - Mainline												
3.3.A.H - Cross Sections												
3.3.A.I - Intersection Details												
3.3.B - Drainage												
3.3.B.A - Storm Sewer Profiles												
3.3.B.B - Culvert Detail Sheets including neawarai and wingwall details												
3.3.B.D - Underdrain details												
3.3.B.E - BMP Details												
3.3.C - Traffic Control												
3.3.C.A - Pavement Marking Plan												
3.3.C.B - Signing Plan												
3.3.D - Signals & ITS												
3.3.E - Maintenance of Traffic												
3.3.E.A - MOT General Notes												
3.3.E.F - MOT Plan Sheets												
3.3.E.G - Temporary Signal Details (Modification of Existing or Proposed Signal)												









C-R-S		Foltz Parkway Extension, Phase							DIRECT COSTS				Version:						
Consultant:		ms consultants, inc.											Feb 2017						
Agreement No.		0																	
Modification No.		0																	
PID No.		N/A																	
Proposal Date		11/14/2019																	
Revised		Rev. 1: 11/27/2019, Rev. 2: 12/16/2019																	
Task Description		Unit Cost:							mileage	postage	GPS	copies	Color Copies	Asbestos Lab Testing	Full Size Plans	Supplies	EPA Review Fee	Total	
<b>5 - Construction Phase</b>																			
5.1 - On-going Services during Construction																			
TOTAL 5.1 - On-going Services during Construction																			
								0	0	0	0	0	0	0	0	0	0	0	\$0.00
<b>TOTAL - 5 Construction Phase</b>																			
								0	0	0	0	0	0	0	0	0	0	0	\$0.00
<b>TOTAL AUTHORIZED PARTS</b>																			
								3765	39	4	4900	190	0	0	1	1250	1	0	\$6,643
<b>IF-AUTHORIZED TASKS:</b>																			
4.6 - Pre-Bid Activities																			
4.6.A - Pre-Bid Questions																			
																			\$0.00
5.1 - On-going Services during Construction																			
5.1.A - On-going Services During Construction																			
								150											\$78.00
<b>TOTAL IF-AUTHORIZED PARTS</b>																			
								150	0	0	0	0	0	0	0	0	0	0	78
<b>GRAND TOTAL</b>																			
								3915	39	4	4900	190	0	0	1	1250	1	0	\$6,721

## Folz Parkway Extension, Phase 2

### 1 - Planning Phase

Task Needed	Consultant	ODOT	LPA	If Authorized	Narrative
<b>1.1 - Project Start-up</b> 1.1.A - Planning and Programming 1.1.B - STIP/TIP 1.1.C - Kickoff Meeting with Strongsville and ms consultants staff					See Task 2.8.A
<b>1.2 - Project Initiation Package</b> 1.2.A - Define Study Area and Logical Termini 1.2.B - Conduct Field Review (walk through) 1.2.C - Identify Discipline Specific Issues for Project Initiation Package 1.2.C.A - Identify Design Issues 1.2.C.B - Identify Geotechnical Issues 1.2.C.C - Identify Environmental Issues 1.2.C.D - Identify Utility Issues 1.2.C.E - ITS (Traffic Surveillance) Project Determination 1.2.C.F - Transportation and Land Use Plans 1.2.C.G - Identify Safety Priorities 1.2.D - Project Initiation Package Preparation and Submittal 1.2.E - Aerial/Base Mapping Coordination with ODOT 1.2.F - Concept, Scope and Budget Estimates					
<b>1.3 - Existing Data, Research and Analysis</b> 1.3.A - Not Used 1.3.B - Crash Analysis 1.3.C - Traffic Counts 1.3.C.A - Turning Movement Counts at Intersections - No Build 1.3.C.B - Machine Counts on Roadways and Ramps - No Build 1.3.D - Planning Level Traffic - No Build Condition 1.3.E - Certified Traffic - No Build Condition 1.3.F - Capacity Analysis - No Build Condition 1.3.G - Safety Analysis - No Build Condition 1.3.H - Develop Purpose & Need					
<b>1.4 - Stakeholder Involvement and Public Involvement Plan</b> 1.4.A - Public Involvement Plan					
<b>1.5 - Project Management for Planning Phase</b> 1.5.A - Meetings 1.5.B - General Oversight 1.5.C - Project Set Up 1.5.D - Non Routine (Soft) Items 1.6 - Limited Review 1.6.A - QA/QC for Limited Review					
<b>2 - Preliminary Engineering Phase</b> <b>2.1 - Develop Preliminary Alternatives</b> 2.1.A - Prepare and Complete Feasibility Study Report 2.1.A.A - Planning Level Traffic for Feasible (Build) Alternatives 2.1.A.B - Certified Traffic - Feasible (Build) Alternative(s) 2.1.A.C - Capacity Analysis Feasible (Build) Alternative(s) 2.1.A.D - Safety Analysis for Feasible (Build) Alternative(s) 2.1.A.E - Field Survey and Aerial Mapping - Planning Level 2.1.A.F - Typical Section  2.1.A.G - Preliminary Parcel Layout & Rough Grading					Following completion of the existing survey basemap and wetlands survey, ms will lay out building footprints and parking lots to avoid wetlands to the extent possible for each of the four (4) parcels that the city wishes to develop. Strongsville will provide the desired building square footage and parking space requirements for each parcel. ms will also provide rough- grading pad elevations to determine rough impacts that each parcel may have on the wetlands. The intent of this work is to present the overall environmental impacts of the development to the Army Corps of Engineers for permitting purposes. The developers of the individual parcels will be responsible for any required mitigation due to their site construction. It is not anticipated any additional mitigation will be required due to the roadway and utility construction as a result of the previously provided mitigation by the city. It is anticipated 14 hours of engineering work will be required for each of the 4 parcels, or 56 hours total for this task.
2.1.A.H - Cross-Sections 2.1.A.I - Mapping 2.1.A.J - Stakeholder Public Involvement					
<b>2.2 - Perform Environmental Field Studies</b>					

Foltz Parkway Extension, Phase 2		Narrative			
Task Needed	Consultant	ODOT	LPA	If Authorized	
2.2.A - Property Owner Notification					
2.2.B - Cultural Resources Scoping Request Form					
2.2.C - Ecological Survey Report	x				ms will conduct a field survey of the wetlands and streams on the site to determine current boundaries and conditions. This survey will be based upon the information presented in the June 2015 Preliminary Jurisdictional Determination (PID) from the US Army COE. Any changes to wetland boundaries will be mapped via GPS. Wetland data forms, ORAM forms, and QHEI/HHEI stream forms will be updated. All information will be presented in a Waters of the United States (WOTUS) report that can be used for a new PJD or Section 404/401 application.
2.2.D - Environmental Site Assessment Screening					
2.2.E - Social and Economic Resources					
2.2.F - 4(f) determinations					
2.2.G - Noise Analysis					
2.2.H - Noise Analysis - Public Involvement					
2.2.I - Phase I Cultural Resource History/Architecture Survey					
2.3 - AER Design					
2.3.A - Field Survey and Aerial Mapping					Project will have combined (Aerocon/CT Consultants) Aerial and (ms) field survey. The survey team will establish Primary Project Control and locate the aerial control photo points by performing a GPS Survey. We will utilize the ODOT/VRS network to apply a means of tying the project control to the Ohio State Plane, North Zone, coordinate grid as per NAD 83 (2011). The vertical datum will be established on NAVD 88. The Primary Project Control will be Type 'B' monuments and will be used for all surveying and mapping purposes. We anticipate setting a pair at the beginning and end of Foitz Rd. and Boston Road and at a 1000 foot interval, approximately ten (10) Primary Project Control points. They will be set outside of the construction limits so they can be utilized during Design, Construction and for Post-construction documents. This includes locating aerial photo points and preparing Coordinate Statistical sheets for both aerial photos points & Primary Project Control.
2.3.A.A - Project Control, Benchmarks, and Reference Points	x				
2.3.A.B - Monumentation recovery	x				A boundary and right of way survey of the project area will be performed. ms survey team will perform a field survey to locate existing boundary monumentation. We will consult deeds and other documents along with the necessary courthouse research to perform the boundary survey. All of the boundary survey work will be conducted in accordance with Ohio Administrative Code 4733-37, commonly known as "Minimum Standards for Boundary Surveys in the State of Ohio". We will analyze the boundary monumentation and rectify the centerline of roadway right-of-ways and property lines for the lands within the project limits. There are approximately 23 owners along Boston Road.
2.3.A.C - Base Mapping (incl. field verify.)	x				As part of the Field Survey, ms consultants, inc. will team with the Aerial Mapper to provide mapping for the project area. Planimetrics and Contouring mapping will be generated from Aerial Photogrammetry. ms survey team will support the aerial mapping with conventional field surveying. We will locate/verify observable utilities within the project limits. This will include drive pipes, storm & sanitary structures, utility poles, utility markers, valves, etc. We will also obtain invert data from located structures. This task includes contacting Ohio Utility Protection Service to obtain plan locations of public/private utilities both aboveground and underground. We will combine this survey data with the aerial base map to produce a combined survey/aerial base map.
2.3.A.D - Drainage Survey	x				Drainage facilities near the termini tie-in points and sidestreets will be surveyed along Boston Road, including 3 streams. Each will have eight cross sections along with the profile of the structure and low chord elevation.
2.3.A.E - Bridge Survey					
2.3.A.F - Establish property lines, tax id, & ownerships on base map	x				This ms task is the office portion of the above monument recovery and boundary survey. Included in the courthouse research.
2.3.A.G - Property Owner Notification					Completed under Task 2.2.A
2.3.B - Roadway					

Foltz Parkway Extension, Phase 2		Narrative			
Task Needed	Consultant	OOT	LPA	If Authorized	
2.3.BA - Design Criteria					No work required under this task. This narrative is utilized to document the design criteria used: Urban local Functional Classification per ODOT TMS. The design to follow the Roadway Classification "Industrial" as defined in Chapter 1232 of the City Code of Ordinances. Posted speed = 35 mph; Design Speed = 40 mph. Max. grade = 5%; Min. grade = 0.5%; Maximum Degree of curve without superelevation = 7-42.
2.3.BB - Conceptual Typical Sections					
2.3.BC - Horizontal Alignment and Vertical Profile - Mainline					
2.3.BD - Plan and Profile - Crossroads					
2.3.BE - Plan and Profile - Ramps					
2.3.BF - Conceptual cross sections					
2.3.BG - Interchange Geometrics					
2.3.BH - Analyze Drive locations					
2.3.BI - Identify Construction Limits					
2.3.BJ - Preliminary Pavement Design					The pavement composition defined in City Ordinance Chapter 1232 for Industrial roadway classification will be utilized. This includes 9 inches of ODOT Item 451 - Reinforced Portland cement concrete and 6 inches of ODOT Item 304 - Aggregate Base. Note: The ordinance indicates the aggregate base used should be ODOT Item 310. However, this item is no longer specified by ODOT and item 304 will be substituted in the design.
2.3.C - Drainage					
2.3.C.A - Drainage Design Criteria Forms (LD-35)					
2.3.C.B - LD-33 Form (Contact County Engineer)					
2.3.C.C - Hydraulically size all major storm sewer trunk lines					Completed under Task 2.7.B.D <b>Floodplain Hydraulics:</b> Hydrologic and hydraulic (H&H) analysis will be conducted for West Branch of the Rocky River under the proposed Foltz Parkway Extension to determine 10-year design storm and 100-year storm for establishing base flood elevations for existing and proposed culvert walls and superstructure. FEIMA has identified the West Branch of the Rocky River as Zone A Special Flood Hazard Area on FEMA flood insurance rate map 39035C0286E, published 12/3/2010. The H&H analysis will establish whether the structure satisfies the 10 Year design year frequency headwater and discharge requirements, as well as the impact to surrounding structures from the base flood storm elevation, for one proposed alternative as outlined in the Hydraulics Report. A 4 sided box culvert will be developed as the proposed design. <b>Culvert Hydraulics:</b> The south culvert crossing will be designed following the culvert design requirements in the ODOT L&D Vol. 2 documents. Rational or Streamstats Rural Regression equations will be used to determine the peak discharge required for the crossing along with the design and check storms depending on the size of the drainage area.
2.3.C.D - Perform preliminary hydraulic analysis for culverts		x			
2.3.C.E - Conceptual BMP		x			Preliminary calculations indicate that the project will exceed the de-minimus requirements for the application of the Ohio Environmental Protection Agency (OEPA) General Permit OHC0000005.  Water quality and quantity requirements will be determined for the project following the OEPA requirements for Transportation Projects as outlined on Page 23. This section allows for public entities to construct new roadways and following the design criteria of the current ODOT Location and Design Manual Volume 2. The L&D Vol.2 restricts the types of BMP's that can be used for water quantity treatment and includes sizing guidelines for water quantity treatment. This project will add more than one acre of new impervious area within new right-of-way, resulting in the need for BMP's that treat for both water quality and quantity. One BMP alternative will be evaluated: linear bioretention in the corridor, in the form of either grassed linear bioretention or bio-tree trenches.  Conceptual sizing will be developed using a maximum volume to be treated to determine a rough footprint needed to reduce the peak discharges for the treatment required. Once preliminary footprints are developed, BMP locations will be determined to develop the three conceptual alternatives. Based on these conceptual locations and types, refined footprints and volumes will be
2.3.C.F - Estimate impact to wetlands, streams, & other regulated waters of the US and potential wetland mitigation					
2.3.D - Traffic Control					
2.3.D.A - Documentation of Proprietary Bid Justification - Signals					

Foltz Parkway Extension, Phase 2		Task Needed	Consultant	ODOT	LPA	If Authorized	Narrative
2.3.D.C - Documentation of alternate bid considerations for signal equipment							
2.3.D.D - Documentation of alternate bid considerations for lighting equipment							
2.3.E - Signals & ITS							
2.3.E.A - Signal Warrant Analysis							
2.3.E.C - Railroad Coordination - Signals							
2.3.E.D - ITS (Traffic Surveillance Impact Analysis)							
2.3.F - Maintenance of Traffic							
2.3.F.A - MOTEC Request							
2.3.F.A.1 - MOTEC Request - Report Preparation							
2.3.F.A.2 - MOTEC Request - Report Graphics							
2.3.F.A.3 - MOTEC Request - Traffic Counts							
2.3.F.A.4 - MOTEC Request - Modeling - Queue Analysis							
2.3.F.A.5 - MOTEC Request - Modeling - HCS							
2.3.F.A.6 - MOTEC Request - Modeling - Select Link Analysis							
2.3.F.A.7 - MOTEC Request - Geometric Analysis for Temporary Traffic							
2.3.F.A.8 - MOTEC Request - Cost Estimate							
2.3.F.B - MOTAA							
2.3.F.B.1 - MOTAA - Report							
2.3.F.B.2 - MOTAA - Conceptual MOT Plan							
2.3.F.B.3 - MOTAA - Construction Cost							
2.3.F.B.4 - MOTAA - Construction Schedule/Duration							
2.3.F.B.5 - MOTAA - Detour Route Investigation							
2.3.F.B.6 - MOTAA - Modeling - Queue Analysis							
2.3.F.B.7 - MOTAA - Modeling - HCS							
2.3.F.B.8 - MOTAA - Modeling - Select Link Analysis							
2.3.F.C - Conceptual MOT Plan (Without MOTAA)							
2.3.G - Utilities							
2.3.G.A - Utility Coordination and Documentation		x	x				ms consultants will make an OUPS call prior to starting the field survey and will contact utility companies for existing plans. Along Foltz Parkway the only existing utility involvement will be at the tie-in location with the existing parkway. Additional existing utility involvement will be required along Boston Road due to the water main construction. Known utility owners within Strongsville include AT&T, Spectrum, First Energy, Columbia Gas, Cleveland Water, and Northeast Ohio Regional Sewer District. Buckeye Pipeline also owns high pressure petroleum lines along Boston Road.
2.3.G.B - Subsurface Utility Engineering, Level B							
2.3.H - Miscellaneous							
2.3.H.A - Identify and coordinate impacts on FEMA flood zones		x	x				A Floodplain Development Permit will be submitted according to the local floodplain administrator.
2.3.H.B - Determine permissible location for waste and borrow							
2.3.H.C - Determine potential locations for retaining walls							
2.3.H.D - Determine Lighting needs - investigate warrants							
2.3.H.E - Identify potential total take parcels							
2.3.H.F - Railroad Coordination							
2.3.H.G - Evaluate aesthetic options							
2.3.H.H - Value Engineering							
2.3.H.I - Determine need for Design Exception							
2.4 - Prepare Cost Estimates							
2.4.A - Roadway/Interchange Costs							
2.4.B - Right of Way Costs							
2.4.C - Utility							
2.5 - AER Submittal and Other Studies							
2.5.A - Prepare Alternative Evaluation Report							
2.5.B - Not Used							
2.5.C - Prepare Access Point Request (IMS/IS or OS)							
2.5.D - Structures							
2.5.D.A - Bridge Structure Type Study (SUM-CR 206-1.50 Wright Road Bridge)							
2.5.D.B - Perform Bridge hydrology Analysis							
2.5.D.C - Perform bridge hydraulic study and scour analysis							
2.5.E - Retaining wall justification							
2.6 - Public Involvement/Coordination							
2.6.A - Public Involvement / Coordination							
2.7 - Stage 1 Design							
2.7.A - Roadway							
2.7.A.A - Title Sheet		x	x				Medium complexity due to sheet count. One (1) title sheet to be provided at 8 hrs/sheet = 8 hours total
2.7.A.B - Schematic Plan							No Schematic will be provided.

## Foltz Parkway Extension, Phase 2

### Narrative

	Task Needed	Consultant	ODOT	LPA	If Authorized	Narrative
2.7.A.C - General Notes	X	X				Low complexity. The City will provide their standard general notes to ms consultants. ms will include all applicable city standard notes in the plan. In addition, applicable ODOT standard general notes will be added, including but not limited to the utilities and survey parameters notes. In addition, the City shall provide to ms consultants the City specifications and construction standards as referenced in the General Notes of the previously prepared construction plan. set. It is anticipated 2 General Notes sheets will be required at 4 hours per sheet = 8 hours.
2.7.A.D - Typical Sections	X	X				Low complexity. The typical section will follow the section requirement for an industrial roadway classification as shown in Chapter 1232 of the City's Ordinances. This includes two 14-ft. through lanes (12 ft lane with a 2 ft offset to the curb) and an 11 ft. two-way-left-turn lane. The curb utilized will be an ODOT Type 2A that is integral with the concrete pavement. Underdrains will be included. See Task 2.3.B.J for a description of the pavement design. The roadway will not be super-elevated so a super-elevated typical section will not be required. All areas outside the curb and inside the right of way (80 ft. width) and utility easements (12 ft wide outside of both right of way lines) will be graded to drain into the pavement. An all purpose trail will be included on the west side of the road with a width of 10 ft. composed of asphalt pavement, located 1 ft. inside the western right of way line, and will match the new Foltz Parkway roadway length. Where required, an interceptor ditch will be designed outside of the utility easement to capture surface runoff from offsite that cannot reach the roadway drainage system due to elevation differences. When the adjacent parcels are sold, it will be up to the site developer to accommodate this offsite drainage in their site plan. It is anticipated 2 typical sections (roadway and cul-de-sac) will be required at 4 hours per section = 8 hours.
2.7.A.E - Cross Sections	X	X				Use Low Complexity due to no existing pavement or utilities. Cross sections will only be included for the roadway work to build Foltz Parkway and will be presented at intervals of 50 ft. The new roadway will be approximately 2000 ft. long, requiring 41 cross sections. The plan scale for the cross sections will be 1"=10 ft. at full size plan sheet. No drive profiles will be provided. Cross sections along Boston Road for the water line construction. This effort will require 1.75 hrs. per cross section and 72 hours overall.
2.7.A.F - Plan and Profile - Mainline	X	X				Low complexity. Plan and profile sheets to be prepared at 1"=20 horizontal and 1"=5 vertical scales on a full-size plan sheet. Length of the roadway work in this project is approx. 2000 ft., requiring 4 plan sheets. The plan and profile for the waterline work along Boston Road is accounted for in another task. The horizontal geometry presented in the previously prepared plans will be carried into the new design and reviewed with regard to minimizing impacts to the dedicated preserve areas. The horizontal alignment will differ with the previous design in that the centerline offset will be eliminated where the new alignment meets the existing road. The vertical alignment will be reviewed and modified to result in an earthwork-balanced project. Four (4) plan sheets at 18 hrs/sheet, resulting in a total effort for this task of 72 hours.
2.7.A.G - Plan and Profile - Crossroads						Although Foltz Parkway includes a curved horizontal alignment, the design speed and the curve radius are such that pavement super-elevation is not required. Therefore this task is not included in the scope of work.
2.7.A.H - Plan and Profile - Ramps						No intersections requiring roadway work will exist within the roadway project limits. However, the grading of the cul-de-sac will require a plan sheet detailing pavement elevations and geometry. Low complexity at 10 hrs per detail = 10 hours.
2.7.A.I - Super-elevation Table	X	X				No new driveways along Foltz Parkway will be included in the plans. These drives will be the responsibility of the developer of each site. Drive and roadway repairs/impacts resulting from the waterline work along Boston Road will be accounted for in details generated under this task. It is assumed the waterline will be constructed along the north side of Boston Road, which will impact 16 drives and one residential street. Low complexity as there won't be a vertical grade change, only replacing the existing impacted pavement between the edge of road and the existing right of way line. Separate drive detail sheets will not be generated with drive work shown in the waterline plans on the plan view. Geometry for the replacement drives will be similar and shown by a detail. 16 drives and one side street at 1.5 hours per drive/street = 26 hours.
2.7.A.J - Intersection Details	X	X				
2.7.A.K - Update Interchange Geometrics & Details						
2.7.A.L - Driveway Details	X	X				
2.7.A.M - Design Exception Request						



Foltz Parkway Extension, Phase 2		Narrative			
Task Needed	Consultant	ODOT	LPA	If Authorized	Narrative
2.7.A.N - Traffic Control	X				Low complexity. New signing only on Foltz Parkway, and removal/replacement of any signs impacted on Boston Road. Separate plan sheets will not be prepared and the signing will be shown on the roadway/waterline plans.
2.7.A.O - Limited Access Fencing Plan					
2.7.A.P - ITS Traffic Surveillance					
2.7.B - Drainage					
2.7.B.A - Storm Sewer Profiles	X				Medium to low complexity - The project fits the definition of Medium complexity, but the lack of any existing utilities to have to design around will slightly reduce the effort required for this task. 20 STA. at 1.75 hrs/STA. = 35 hours. In addition, drive culverts impacted along Boston Road will be shown in the water line profile. This specific work is estimated to take 10 hours to complete. The total effort for this task is 45 hours.
2.7.B.B - Culvert Detail Sheet	X				Each culvert will require a plan and profile sheet. The headwall design for the North Culvert is covered under Task 2.7.E. The headwalls for the South culvert will follow ODOT Std. Dwg. 2 sheets at 16 hrs/sheet = 32 hrs.
2.7.B.C - Channel Relocation Details & Section Sheets	X				
2.7.B.D - Drainage Calculations	X				
2.7.B.D.1 - Culvert Drainage Calculations	X				2.7.B.D.1 Culvert Design - Calculations for the preferred alternative will be revised based on the progressed design for the culvert that will convey the Rocky Run flows. Culvert Hydraulics: The south culvert crossing will be designed following the culvert design requirements in the ODOT L&D Vol. 2 documents. Calculations for the preferred alternative will be revised based on the progressed design for the culvert that will convey the flows for the southern culvert.
2.7.B.D.2 - Ditch Calculations	X				2.7.B.D.2 Ditch Design. Medium Complexity - standard side ditches with constant slope and constant width. 2000 ft. (20 STA.) of new ditches at 1.25 hrs/STA = 25 hrs. No ditch capacity calculations are included for the ditches disturbed by the water line construction along Boston Road. The contractor will be directed to relocate these ditches at their existing profile.
2.7.B.D.3 - Storm Sewer Calculations	X				2.7.B.D.3 Storm Sewer Design - Medium Complexity - Single trunk line will be defined drainage boundaries. As discussed with the City, the storm sewer trunk line will be located on the east side of the road adjacent to the sanitary sewer in order to provide the required 10 ft. min. offset from the new water line, which will be located on the west side of the road. This will also eliminate placing the storm manholes in the asphalt trail to be located on the west side. The new storm sewer will connect to the existing system to the north and the flow in the existing system will need to be analyzed to verify the size of the new sewer that will outlet the existing system. The City of Strongsville will provide the record construction plans for the adjacent existing Foltz Parkway. 2000 ft. (20 STA.) of new sewer at 1.25 hrs/STA = 25 hrs, plus 5 hrs. to determine the flow in the existing system; 30 hours total for this subtask. No storm sewer analysis will be completed for the drive culverts impacted by the water line construction on Boston Road. Culverts will be replaced where needed with pipe of the same size.
2.7.B.E - BMP Design	X				Once BMP types and locations have been finalized, an opinion or probable costs will be developed for the Conceptual BMP design. A BMP Report will be developed to summarize the findings of the study as well as exhibits for the locations for the BMP facilities within the corridor and will be included with the Drainage Report at each submittal stage. The report will include summaries and software reports for the calculations, a narrative for the design evaluated to meet the post construction stormwater quantity and quality control requirements, and an opinion of probable cost table summarizing the design. BMP designs and calculations will be revised after selection of the preferred alternative and will be incorporated with each stage of the project deliverable on the roadway plan and profile sheets, cross sections and construction notes and detail sheets. Maintenance notes and design details will be included within the plan sheets. A report compiling the design of the BMP's and required information will be included as an appendix of the Drainage Report.
2.7.C - Utilities	X				Medium complexity. Stage 1 plans will be submitted to the utility companies for their review and comment. 12 hours.
2.7.C.A - Utility Coordination and Documentation					Water and sanitary work are required and already included in the project. This task is not required.
2.7.C.B - Description of proposed water and/or sewer work					
2.7.C.C - Subsurface Utility Engineering (SUL) Level A					

Foltz Parkway Extension, Phase 2		Narrative			
Task Needed	Consultant	ODOT	LPA	If Authorized	Narrative
2.7.C.D - Add Utilities to Plan/Profile Sheets	X				Existing utilities are not present along the new Foltz Parkway alignment. Existing utilities along Boston Road will be plotted based on record plans obtained from the utility owners and from any surveyed above ground features. Medium Complexity. Nine (9) Boston Road plan sheets at 3 hrs./sheet = 27 hours.
2.7.D - Geotechnical Services					
2.7.D.A - Geotechnical Services and Report		X			Geotechnical Services, if needed, will be completed by City of Strongsville.
2.7.E - Retaining Wall Plans	X				Northern box culvert to have decorative stained/stamped wingwalls to match Phase 1 culvert.
2.7.E.A - Retaining Wall Design	X				Moderate Complexity for cantilevered retaining wall (wingwall) design for northern culvert. Includes 24 hours for retaining wall design; 6 hours for estimating quantities; 4 hours for preliminary cost estimates; 8 hours for checking and reviewing plans; 42 total hours for this task for Stage 1 plus Stage 2 work.
2.7.E.B - Retaining Wall Plan and Profile sheet	X				Includes 28 hours for West Wingwall Plan & Elevation Sheet; 28 hours for East Wingwall Plan & Elevation Sheet; 12 hours for General Notes Sheet. 68 total hours for this task (3 Sheets) for Stage 1 plus Stage 2 work.
2.7.E.C - Retaining Wall Details	X				Includes 20 hours for Wall Details/Sections Sheet; 12 hours for Aesthetic Details Sheet. 32 total hours for this task (2 sheets) for Stage 1 plus Stage 2 work.
2.7.F - Structures - Design Report					
2.7.F.A - Bridge Design Report					
2.7.F.B - Final Structure Site Plan					
2.7.F.C - Supplemental Site Plan for Railroad Crossing					
2.7.G - Miscellaneous					
2.7.G.A - Perform Arroyo/Highway clearance analysis					
2.7.G.B - Service Road Justification					
2.7.G.C - Finalize Pavement Build up and subsurface drainage requirements					
2.7.G.D - Prepare Pedestrian Overpass Justification					
2.7.G.E - RR Coordination					
2.7.G.F - ITS - Systems Engineering Analysis					
2.7.H - Prepare C2 Cost Estimates and Update Milestones					
2.7.H.A - Roadway/Interchange Costs	X				Low Complexity. Includes setting up the overall estimate in the estimating software and generating quantities for the roadway items. 24 hours.
2.7.H.B - Right of Way Costs	X				Foltz Parkway property owned by City.
2.7.H.C - Utility Costs	X				Water and Sanitary Sewer costs to be included.
2.7.I - Lighting Plans					See Task 3.3.F
2.7.J - Maintenance or Traffic					
2.7.J.A - Detour Plan					
2.7.J.B - Pedestrian/Bike Lane Detour					
2.7.J.C - Conceptual MOT Revision					
2.7.J.D - MOT Coordination Discussions					
2.7.K - Signal Plans					
2.8 - Project Management for Preliminary Engineering Phase					
2.8.A - Meetings	X				1 Kickoff Meeting planned for Stage 1 plan coordination at Strongsville Engineering Office attended by 3 ms representatives. Time includes travel and preparation of meeting minutes.
2.8.B - General Oversight	X				Use Low Complexity. Assume 4 months at 10 hrs. / mo. = 40 hrs. from NTP for field work and studies thru Stage 1 approval.
2.8.C - Project Set Up	X				Low Complexity - use 10 hours for resource planning and accounting set up.
2.8.D - Non Routine (Soft) Items	X				Assumed that 1 pre-application meeting with US Army COE and 1 meeting with Ohio EPA will be required. These meetings will be attended by 3 ms representatives.
2.9 - Limited Review					
2.9.A - QAVOC for Limited Review	X				Time is included to perform a quality review/revisions by independent staffer(s).
3 - Environmental Engineering Phase					
3.1 - Environmental Field Studies and Refined Impacts					

Foltz Parkway Extension, Phase 2		Task Needed	Consultant	ODOT	LPA	If Authorized	Narrative
3.1.A - Phase I Cultural Archaeological		X	X				ms will prepare a Section 106 Project Review package for submission to the Ohio Historic Preservation Office (OHPO). The OHPO response will be included in the Section 404/401 permit application in order to reduce agency review time. Because a Section 404 permit was previously approved, it is assumed that no additional archaeological investigation will be required. However, should OHPO require additional investigation, extra effort including work by an approved archaeologist may be required. The fee for these additional services will be developed based upon specific OHPO comments when available.
3.1.B - Phase II Cultural Resource History/Architecture Survey							
3.1.C - Section 4 (f) Determination							
3.1.D - Phase I Environmental Site Assessment							
3.1.E - Farmland Studies							
3.1.F - Secondary and Cumulative Review							
3.1.G - Address NEPA Specific Environmental Justice Issues							
3.1.H - Relocation Assistance Program Conceptual Survey							
3.1.I - Biological Assessment for Federally Listed Species		X	X				ms will prepare a project review package for submission to the US Fish & Wildlife Service and ODNR Wildlife summarizing the potential habitat for endangered species in project area. The agency responses will be included in the Section 404/401 permit application in order to reduce agency review time. Because a Section 404 permit was previously approved, it is assumed that no additional endangered species investigation will be required. However, should either agency require additional investigations, extra effort including work by a certified endangered species experts may be required. The fee for these additional services will be developed based upon specific agencies comments when available.
3.1.J Not Used							
3.1.K - Determine Right of Way Encroachments							
3.1.L - Determine Potential Right of Way from Railway							
3.1.M - Waterway Permit		X	X				The Section 404 permit issued by the US Army Corps in 2010 has expired. No Section 401 Water Quality Certification (WQC) from Ohio EPA was issued. ms will prepare a new Section 404 application requesting an updated individual permit for the currently proposed project and using the impacts to the currently existing resources. Because an individual Section 404 permit is required, Ohio EPA will require an individual Section 401 WQC. ms will prepare the Section 401 WQC. Ohio EPA's review fee (\$2500) is included in this proposal. It is anticipated that the alternatives discussed in these applications can be limited to the originally proposed thru roadway and multiple commercial sites and the new cul-de-sac roadway with fewer development sites.
3.1.N - Stream and Wetland Opportunities Inventory Report		X	X				ms will review the previous wetland and stream impact mitigation plan and the current status of the specific mitigation elements including the preservation agreement and created wetland monitoring reports. The specific details of the previously agreed upon mitigation plan will be summarized and an explanation of that plan's appropriateness for the currently proposed impacts will be developed. This information will be informally present to the US Army COE and Ohio EPA. If acceptable it will be included in the Section 404/401 application package. It is assumed the previously accepted mitigation plan will be appropriate. If additional on-site mitigation is required, extra effort from ms' in-house team may be required. The fee for these additional services will be developed based upon specific requirements when available.
3.1.O - Phase II Environmental Site Assessment							
3.1.P - Air Quality Analyses							
3.1.Q - Mussel Survey							
3.1.R - FIS Analysis, Revisions, and Coordination							
3.2 - Stage 1 Value Engineering							
3.2.A - Value Engineering Study and Report							
3.3 - Stage 2							
3.3.A - Roadway		X	X				Medium Complexity. One (1) sheet at 6 hrs/sheet = 6 hrs. A schematic plan is not included in the construction plans.
3.3.A.A - Title Sheet							
3.3.A.B - Schematic							
3.3.A.C - General Notes		X	X				Low complexity. Anticipate 3 sheets at 5 hrs./sheet = 15 hours.
3.3.A.D - Typical Sections		X	X				Low complexity. This work includes refinement of the 2 typical sections after the Stage 1 submission. At 2 hrs./section, the effort = 4 hours.
3.3.A.E - Plan and Profile - Mainline		X	X				Low complexity. This task to further develop the plan sheets to Stage 2 level of detail and to address comments generated by the Stage 2 review. 4 sheets at 8 hrs./sheet = 32 hours.
3.3.A.F - Plan and Profile - Crossroads							

## Foltz Parkway Extension, Phase 2

## Narrative

	Task Needed	Consultant	ODOT	LPA	If Authorized	Narrative
3.3.A.G - Plan and profile - Ramps	X	X				Low Complexity. 41 cross sections at 1 hrs/section = 41 hrs.
3.3.A.H - Cross Sections	X	X				Low Complexity. This task will further develop the cul-de-sac detail, including pavement joints. One (1) sheet at 14 hrs sheet = 14 hrs.
3.3.A.I - Intersection Details						
3.3.A.J - Interchange Geometrics & Details						
3.3.A.K - Limited Access Fencing Plan						
3.3.B - Drainage						
3.3.B.A - Storm Sewer Profiles	X	X				Low-medium complexity. 2000 ft. at 0.4 hours per 100 ft = 8 hours.
3.3.B.B - Culvert Detail Sheets including headwall and wingwall details	X	X				Northern Culvert headwall time covered under Task 2.7.E. Southern culvert to follow ODOT Std. Dwg. Time included to finalize both culvert plan/elevation sheets.
3.3.B.C - Channel Relocation Details	X	X				Underdrains will be added to the Typical Sections and Plan views.
3.3.B.D - Underdrain details						BMP designs and calculations will be revised after selection of the preferred alternative and will be incorporated with each stage of the project deliverable on the roadway plan and profile sheets, cross sections and construction notes and detail sheets. Maintenance notes and design details will be included within the plan sheets. A report compiling the design of the BMP's and required information will be included as an appendix of the Drainage Report.
3.3.B.E - BMP Details	X	X				
3.3.B.F - Temporary Drainage (MOT)						
3.3.B.F.1 - Temporary Drainage (MOT) - Adding Temporary Drainage to Plans						
3.3.B.F.2 - Temporary Drainage (MOT) - MOT Drainage Calculations						
3.3.B.F.3 - Temporary Drainage (MOT) - Culvert Phasing Details						
3.3.B.F.4 - Temporary Drainage (MOT) - Temporary Shoring						
3.3.C - Traffic Control						
3.3.C.A - Pavement Marking Plan	X	X				Pavement markings for TWLTL will be provided, matching the adjacent existing Foltz Parkway section. Boston Road's north edge line will also be restored if disturbed by the water main installation.
3.3.C.B - Signing Plan	X	X				Very low complexity. Assumes 2 signing plan sheets.
3.3.C.D - Signals & ITS						
3.3.D.A - Signal Plan Sheets						
3.3.D.B - Interconnect Details						
3.3.D.C - Systems Engineering Analysis						
3.3.D.D - ITS (Traffic Surveillance) Plan Sheets						
3.3.E - Maintenance of Traffic						
3.3.E.A - MOT General Notes	X	X				Assumes 2 sheets of MOT notes required.
3.3.E.B - Detour Plan- Custom Guide Signs						
3.3.E.C - Pedestrian/Bike Lane Detour - Plan Sheet						
3.3.E.D - Temporary Signing Details						
3.3.E.E - MOT Typical Sections						
3.3.E.F - MOT Plan Sheets	X	X				Assume 1 MOT plan sheet required for the east end tie-in of waterline at Boston/Prospect intersection. It assumed that standard drawings for flagging operations will be used for the remainder of the waterline work along Boston Road. Assume coordination/review with Medina County Engineer.
3.3.E.G - Temporary Signal Details (Modification of Existing or Proposed Signal)						
3.3.E.G.1 - Temporary Signal Details (Modification of Existing or Proposed Signal) - Adjustments of Heads, Timing & Detection						
3.3.E.G.2 - Temporary Signal Details (Modification of Existing or Proposed Signal) - Temporary Pole Placement						
3.3.E.H - New Temporary Signal						
3.3.E.H.1 - New Temporary Signal - Head Placement, Timing & Detection						
3.3.E.H.2 - New Temporary Signal - Temporary Pole Placement & Power Source						
3.3.E.I - Signalized Closures						
3.3.E.J - MOT Coordination Discussions						
3.3.E.K - MOT Constructability Coordination						
3.3.E.L - Temporary Pavement Sections and Earthwork						
3.3.E.M - Crossover Plan and Profile						
3.3.E.M.1 - Crossover Plan and Profile - Horizontal & Vertical Design, Super-elevation Design & Table						
3.3.E.M.2 - Crossover Plan and Profile - Plan & Profile Sheets						
3.3.E.M.3 - Crossover Plan and Profile - Cross Section Sheets						
3.3.E.N - MOT Temporary Access Details						
3.3.E.N.1 - MOT Temporary Access Details - Temporary Drive Access						
3.3.E.N.2 - MOT Temporary Access Details - Temporary Ramp Access						
3.3.E.N.3 - MOT Temporary Access Details - Contractor Work Zone Access Details						
3.3.E.O - Miscellaneous MOT Details						
3.3.E.O.1 - Miscellaneous MOT Details - Plan Insert Sheets						
3.3.E.O.2 - Miscellaneous MOT Details - Custom Detailing						
3.3.E.P - PIAC/Incentive Funds Request						
3.3.F - Lighting Plan						

## Foltz Parkway Extension, Phase 2

## Narrative

	Task Needed	Consultant	ODOT	LPA	If Authorized	Narrative
3.3.F.A - Lighting Analysis	X	X				Lighting analyses to be performed to identify appropriate LED luminaires for the new section. No changes to existing HPS fixtures are included.
3.3.F.B - Power/Circuit Layout & Details	X	X				Assume 1 sheet for circuit schematic. Assume that no new power service is needed - can extend existing circuitry.
3.3.F.C - Lighting Plan and Details	X	X				Assume 4 sheets at 20-scale.
3.3.F.D - Voltage Drop Calculations	X	X				Voltage drop calculations will be performed, incorporating the existing lighting system.
3.3.F.E - Power Service	X	X				Assume existing circuitry can be used - no new power source.
3.3.G - Landscape Plan						
3.3.G.A - Landscape Plan and Details						
3.3.G.B - General Notes						
3.3.H - Noise Wall Details						
3.3.I - Bridge Plans						
3.3.I.A - Bridge Plans						
3.3.I.B - Structure Rating						
3.3.J - Utilities						
3.3.J.A - Utility Coordination and Documentation	X	X				This task includes coordination with all utilities, including the additional work to coordinate the waterline work with Cleveland Public Water and the sanitary sewer work with Northeast Ohio Regional Sewer District.
						Hours under this task include plan preparation for the Stage 1 and Stage 2 submission. Where the Foltz Parkway roadway work is shown, the waterline will be included on those 4 plan and profile sheets at 20 hrs/ sht. An additional 11 sheets at 30 hrs / sht. will be required to complete the water line plan preparation to show the waterline from the Foltz Parkway cul-de-sac to Boston Road, and from Boston Road to Prospect Road. Total approximate waterline lengths will be 3360 ft. along the Foltz Parkway alignment and 4100 ft. along Boston Road. The total expected effort to prepare the waterline plan and profile sheets is 410 hours.
3.3.J.B - Water Works Plan	X	X				Hours under this task include plan preparation for the Stage 1 and Stage 2 standard notes and details. Anticipate 5 sheets at 10 hrs / sht = 50 hrs.
						Hours under this task include plan preparation for the Stage 1 and Stage 2 submission. The sanitary sewer will only be installed for the length of the new Foltz Parkway, approximately 2000 ft. The new sewer will flow north and tie into the existing sanitary sewer at the south end of the existing parkway. The depth, slopes and flow direction will match the previously prepared plans. No flow calculations will be performed. The sanitary sewer will be shown on the roadway Plan & Profile sheets.
3.3.J.C - Water Works Details & Notes	X	X				Standard details to be used.
						Hours under this task include plan preparation for the Stage 1 and Stage 2 submission.
3.3.J.D - Sanitary Sewer Plans	X	X				Geotechnical Services, if needed, will be completed by City of Strongsville.
-Sanitary Sewer Details & Notes	X	X				
-Water & Sanitary Quantities	X	X				
3.3.K - Geotechnical Services						
3.3.K.A - Finalize Geotechnical Investigation and Report				X		
3.4 - Right of Way Plans						
3.4.A - Conceptual Right of Way Plan Review						
3.4.B - Preliminary Right of Way Plans						
3.4.B.A - Legend Sheet	X	X				We will prepare a Dedication Plat of the Foltz Rd. Extension.
3.4.B.B - Dedication Plat						
3.4.B.C - Property Map						
3.4.B.D - Summary of Additional Right of Way						
3.4.B.E - Detailed ROW Plan Sheets						
3.4.B.F - Special Plats (Railroad)						
3.4.B.G - Legal Descriptions and Closure Calculations	X	X				Strongsville will obtain any temporary easements that may be needed along Boston Road.
3.4.B.H - Right-of-Way Acquisition Estimate						
3.4.B.I - Field Review						
3.4.C - Final Right of Way Plans						
3.4.C.A - Final Right of Way Plans						
3.4.C.B - Field Review & Verify Property Owners						
3.4.C.C - Record Centerline Plat and all appropriate documents	X	X				We will record the dedication plat.
3.4.C.D - Set RAW Pins after acquisition	X	X				Anticipate setting right of way monuments after construction.
3.5 - Prepare Environmental Document						
3.5.A - Prepare Environmental Document						
3.6 - Environmental Commitments and Plan Notes						

Foltz Parkway Extension, Phase 2		Task Needed	Consultant	ODOT	LPA	If Authorized	Narrative
3.6.A - Environmental Commitment Plan Notes							
<b>3.7 - Final Mitigation Plans Coordination</b>							
3.7.A - Mitigation for Cultural Resources							
3.7.B - Mitigation for Streams							
3.7.C - Mitigation for Wetlands							
3.7.D - Mitigation Plan for Other Features							
<b>3.8 - Prepare Cost Estimates and Revise Milestone</b>							
3.8.A - Roadway/Interchange Costs		X	X				Low Complexity 20 hours.
3.8.B - Structures Costs							
3.8.C - Utility Costs		X	X				This is only for public water and sanitary included in the project.
<b>3.9 - Project Management for Environmental Engineering Phase</b>							
3.9.A - Meetings		X	X				1 Progress Meeting planned for Stage 2 plan coordination at Strongsville Engineering Office attended by 2 ms representatives. Time includes travel and preparation of meeting minutes.
3.9.B - General Oversight		X	X				Use Low Complexity. Assume 4 months at 12 hrs. / mo. = 48 hrs. from Stage 1 approval to Stage 2 approval.
<b>3.9.C - Project Set Up</b>							
3.9.D - Non Routine (Soft) Items		X	X				Effort includes coordination meetings between the wetland and stream permitting specialists and roadway, culvert, and commercial site design teams. It also includes assistance with the materials required for the US Army Corps and Ohio EPA public notices required for individual Section 404/401 permits along with permitting specialists attendance at 3 additional on-site meetings likely to be requested by the regulatory agencies during the application review process.
<b>3.10 - Limited Review</b>							
3.10.A - QA/QC for Limited Review		X	X				Time is included to perform a quality review/revisions by independent staffer(s). Included are the independent reviews for the water and sanitary sewer plans.
<b>4 - Final Engineering and RWV Phase</b>							
<b>4.1 - Right of Way Acquisition</b>							
4.1.A - Right of Way Acquisition							
<b>4.2 - Stage 3 Detailed Design Plans</b>							
4.2.A - Quantities and Notes							Acquisition tasks and costs are not included in this proposal.
4.2.A.A - Pavement Subsummary		X	X				Low Complexity. One (1) sheet assumed = 12 hours. Includes pavement work for waterline construction along Boston Road.
4.2.A.B - Drainage Subsummary		X	X				Low Complexity. Two (2) sheets assumed at 8 hrs/sheet = 16 hrs. Includes storm sewer, underdrains, and erosion control.
4.2.A.C - Roadway Subsummary		X	X				Low Complexity. Includes sanitary sewer and water work subsummaries. One roadway and one and a half utility subsummaries for a total of 2.5 sheets at 18 hours/sheet = 45 hours.
4.2.A.D - Not used							
4.2.A.E - Maintenance of Traffic Subsummary							Assumes no MOT subsummary required. MOT not expected to require items not part of "lump"
4.2.A.F - Pavement Marking Subsummary		X	X				Pavement Marking items will be shown on Signing Subsummary sheet.
4.2.A.G - Signing Subsummary		X	X				Very low complexity. Assumes 1 subsummary sheet.
4.2.A.H - Signal Subsummary							
4.2.A.I - Noise Wall Subsummary							
4.2.A.J - Retaining Wall Subsummary		X	X				Low Complexity. Assumes 16 hours for 1 sheet.
4.2.A.K - Lighting Subsummary		X	X				Assume 1 lighting subsummary sheets
4.2.A.L - Landscape Subsummary							
4.2.A.M - General Summary Sheet		X	X				Medium complexity, 2 sheets at 20 hours/sheet = 40 hours.
4.2.A.N - Bridge Estimated Quantities Sheet							
4.2.A.O - Reinforcing Steel Schedule		X	X				Low Complexity. Assumes 24 hours for 1 sheet.
4.2.A.P - General Notes		X	X				Low complexity, 3 sheets at 3 hours per sheet = 9 hours.
4.2.A.Q - Driveway Subsummary or Driveway Details (if included on same sheet)		X	X				Low complexity. One (1) subsummary sheet at 0.5 hrs/sheet plus 8 hours for subsummary sheet creation = 9 hours.

Foltz Parkway Extension, Phase 2		Narrative				
Task Needed	Consultant	ODOT	LPA	If Authorized		
4.2.A.R - Lighting Notes	X	X			Assume 1 lighting note sheet	
4.2.A.S - Bridge General Notes						
4.2.A.T - Fencing Plan Subsummary						
4.2.B - Traffic Signal Plans & ITS Plans						
4.2.B.A - Wiring diagram & pole orientation						
4.2.B.B - Timing Chart						
4.2.B.C - Elevation Views of Mast Arm Poles						
4.2.B.D - Traffic Signal Signs						
4.2.B.E - ITS (Traffic Surveillance)						
4.2.C - Signing Plans	X	X			Very low complexity.	
4.2.C.A - Signing Plans						
4.2.C.B - Elevation View of Major Signs						
4.2.C.C - SignCAD						
4.2.D - Miscellaneous						
4.2.D.A - Obtain Railroad Agreement						
4.2.D.B - Prepare FAA Form 7460-1 for Airway/Highway Clearance						
4.2.D.C - Stormwater Pollution Prevention Plan	X	X			2 Plans sheets and 3 notes sheets anticipated	
4.2.D.D - Update Systems Engineering Analysis						
4.2.D.E - Baseline Construction Schedule						
4.2.D.F - Include copies of Standard Details in the Construction Plan	X	X			The applicable non-city standard construction drawings referenced on the title sheet will be placed on plan sheet borders and included in the construction plan. It is estimated this task will take 8 hours	
4.2.D.G - Title Sheet						
4.2.E - Lighting Plans						
4.2.E.A - Lighting Details					No lighting detail sheets are assumed to be necessary. Assume that standard pole drawing can be obtained from the City.	
4.2.E.B - Lighting Details - Underpass Lighting						
4.3 - Prepare Cost Estimates and Revise Milestone						
4.3.A - Roadway/Interchange Costs	X	X			Low complexity = 16 hours.	
4.3.B - Right of Way	X	X				
4.3.C - Structures Costs	X	X			This is for water and sanitary only included in the project.	
4.3.D - Utility Costs						
4.4 - Final Plan Package						
4.4.A - Submission of Final Tracings and Documentation	X	X			Assumption is a total of 104 sheets at .25 hrs/sheet = 26 hrs.	
4.5 - Project Management for Final Engineering and Right of Way Phase						
4.5.A - Meetings	X	X			1 Progress Meeting planned for Stage 3 plan coordination at Strongsville Office attended by 2 ms representatives. Time includes preparation of meeting minutes.	
4.5.B - General Oversight	X	X			Low Complexity. Assume 3 months from Stage 2 approval thru Final Tracing status. 3 months at 5 hrs./month = 15 hrs.	
4.5.C - Project Set Up						
4.5.D - Non Routine (Soft) Items						
4.6 - Pre-Bid Activities						
4.6.A - Pre-Bid Questions	X	X		X	Provide assistance to City in developing the bidding documents, legal ad and selling the plans. Respond to pre-bid questions and issue any needed addenda. Estimate of anticipated time/costs.	
5 - Construction Phase						
5.1 - On-going Services during Construction	X	X		X	Estimate of anticipated time/cost.	
5.1.A - On-going Services During Construction						

Mr. Ken Mikula, P.E.  
 City of Strongsville  
 16099 Foltz Parkway  
 Strongsville, Ohio 44149

August 9, 2019

**Re: Foltz Parkway Extension, Phase II**

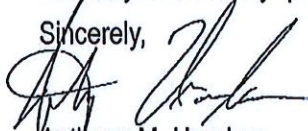
Dear Mr. Mikula:

ms consultants understands the critical issues for the Foltz Parkway Extension include securing the project funding, updating the waterway permit and reducing design costs by reusing the prior design and investigations to the extent practical. Our team offers diverse experience in successfully delivering transportation projects on time and within budget. We have completed similar roadway, waterline and industrial park improvement projects for cities, counties and ODOT districts throughout Ohio. Our staff has expertise in roadway, utility planning and storm sewer, and culvert design, as evidenced by our example projects such as the Strip Avenue Extension project in Jackson Township, Stark County that was just opened to traffic last month.

Brian Hughes, PE, will serve as your Project Manager and main point of contact. He specializes in the management and design of projects in urban areas, including recent projects in downtown Cleveland and Youngstown. He will be responsible for assuring quality, assigning staff, monitoring the project budget and schedule, and coordinating completion of project deliverables for ms and our subconsultants.

Should you have any questions, please contact Brian or me at 330-258-9920.

Sincerely,



Anthony M. Urankar  
 Regional Manager – Akron/Cleveland



Michael D. Kratofil, P.E.  
 Chief Operating Officer

**SECTION 1 ODOT Prequalifications**

The ms consultants team is prequalified by ODOT in all of the services shown below, including those required for the Foltz Parkway Extension (shaded in gray). All categories are held by ms unless otherwise noted.

Bicycle Facilities & Enhancement Design	Traffic Signal System Design
Non-Complex Roadway Design	Limited Highway Lighting Design
Complex Roadway Design	Complex Highway Lighting Design
Interchange Justification / Modification Study	Environmental Document Prep. – EA/EIS
Safety Study	Environmental Document Prep. – CE
Limited Right of Way Plan Development	Environmental Document Prep. – Section 4(f)
Complex Right of Way Plan Development	Ecological Surveys
Level 1 Bridge Design	Stream and Wetland Mitigation
Level 2 Bridge Design	Air Quality Analyses
Level 1 Bridge Inspection	Noise Analyses and Abatement Design
Geotechnical Engineering (Pro Geotech)	Regulated Materials Review
Geotechnical Testing Lab. (Pro Geotech)	Construction Management Firm
Basic Traffic Signal Design	Cost Accounting System – Unlimited (ms / Pro Geotech)



**SECTION 2 Subconsultants**

Although not likely to be needed, ms consultants has added **Pro GeoTech, Inc.** to provide any Geotechnical services for continuity since the former company, Prime Engineering and Architecture, Inc. performed the prior geotechnical investigations. The estimated percentage of work they could provide is 8% of the contract.

Pro Geotech, Inc. (PGI) is a full-service geotechnical engineering company based in Cleveland, OH. PGI has offered geotechnical engineering, laboratory testing, construction observation and materials testing, drilling, coating inspection, and maintenance of traffic services to clients in both the public and private sectors since 1996. PGI has provided geotechnical engineering related services for more than 500 transportation, industrial, commercial, and public infrastructure projects, with the majority of those located in Ohio.

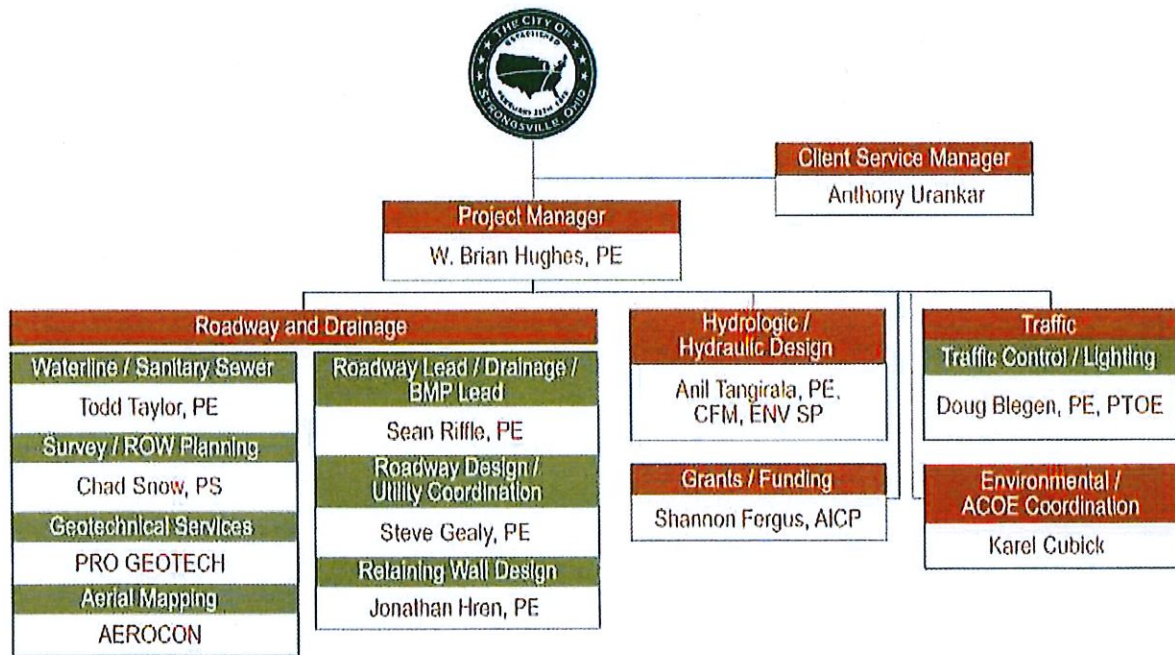
PGI is currently certified as: Ohio Department of Transportation (ODOT), DBE; Ohio Department of Administrative Services, EDGE, MBE; and City of Cleveland, Ohio, MBE, CSB.

Pro Geotech is prequalified with ODOT for the following: Geotechnical Engineering Services, Geotechnical Testing Laboratory, Geotechnical Field Exploration, Geotechnical Drilling Exploration, Construction Management Firm and Cost Accounting.

**Aerocon Photogrammetric Services, Inc.**, based in Willoughby, OH, will provide aerial mapping. The estimated percentage of work they provide will be 8% of the contract.

**SECTION 3 Project Manager and Key Staff**

**Project Team Organization**



For the Foltz Parkway Extension project, ms consultants will provide most of the necessary services in-house, except where noted. Brian Hughes will manage and coordinate all technical service groups. Short resumes for each member of the team are included on pages 3-5.

**W. BRIAN HUGHES, PE – PROJECT MANAGER**

34 years of experience; Professional Engineer: OH

Mr. Hughes will serve as project manager for the Foltz Parkway Extension project. With almost 35 years of experience, he has managed more than 45 transportation projects in northeast Ohio – many of those being road improvement and/or new construction projects very similar to Foltz Parkway, such as the Strip Avenue Extension in Stark County, Roger Lindgren Way in Youngstown, and the Darrow Road (SR 91) widening project in Hudson. He is ms consultants' senior project manager in northeast Ohio and his experience includes roadway design, streetscape design, bikeways, interstate highway design, and bridge design and inspection.

He has worked on many roadway LPA projects and is very familiar with ODOT procedures, adhering to their processes through his work on roadway projects for local cities and townships. Relevant project experience:

- **Strip Avenue Extension**, Jackson Township, OH
- **Darrow Road (SR 91)**, Hudson, OH
- **Roger Lindgren Way**, Youngstown, OH
- **Hazel Street Extension**, Youngstown, OH

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**SEAN RIFFLE, PE – Will be the ROADWAY / DRAINAGE / BMP LEAD ENGINEER**

17 years of experience; Professional Engineer: OH, IN, NC

Mr. Riffle has a broad background in transportation infrastructure design, with comprehensive technical experience in roadway and storm water related design including highway interchanges, urban roadway improvements, pedestrian and bicycle facilities, maintenance of traffic, storm sewer conveyance, hydraulic analysis, culverts, post construction storm water management, and erosion and sediment pollution control. Relevant project experience:

- **Hamilton Road Improvements**, Gahanna, OH / Franklin County, OH
- **US 62 Improvements**, Stark County, OH
- **State Street Corridor Improvements**, Westerville, OH

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**STEVE GEALY, PE – Will provide ROADWAY DESIGN / UTILITY COORDINATION**

30 years of experience; Professional Engineer: OH, PA

As a project engineer, has directed preliminary studies, design development, and construction document preparation for a wide range of transportation projects. These include interstate roadway reconstruction, urban roadway reconstruction, urban roadway resurfacing, new limited access highways, interchange re-configuration, municipal roadways, sidewalks and bikeway/bike lane projects. As part of the design of these facilities, has been responsible for coordination of proposed roadway and bridge facilities with utility companies. This has included utility meetings both at the site and in office, establishment of SUE Level A test hole locations, layout of potential utility relocation alignments, and providing progress construction plans. Relevant project experience:

- **Strip Avenue Extension**, Jackson Township, OH
- **Darrow Road (SR 91)**, Hudson, OH
- **Roger Lindgren Way**, Youngstown, OH

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**JONATHAN HREN, PE – Will provide RETAINING WALL DESIGN**

22 years of experience; Professional Engineer: OH, AZ, CA, FL, KY, MA, WV

A project manager, senior engineer, bridge team leader, and provides quality assurance on projects throughout Ohio. He has served as lead engineer on vehicular, pedestrian and railroad bridge projects, ranging from reinforced concrete box culverts, to pedestrian bridges and tunnels, to multi-span highway structures. His structural engineering expertise includes tangent and curved steel girder bridges, prestressed box and I-beam structures, cast-in-place post-tensioned box beam bridges and straddle bents, and numerous types

of cantilever and tied back retaining walls. Relevant project experience:

- **Huntington Road Waterline Replacement**, Shaker Heights, OH
- **GCRTA Light Rail Line Guard Walls and Retaining Walls**, Shaker Heights, OH
- **FRA-70-14.48 CIP Cantilever Retaining Walls**, Columbus, Ohio
- **LOR-58-7.36 CIP Cantilever and Temporary Tied-back Sheet Piling Retaining Walls for CSX Railroad Grade Separation Structure**, Wellington, Ohio (*prior to ms*)
- **Fulton Road Bridge Soldier Pile and Lagging Walls for Shared Use Path, CIP Cantilever Wall along Big Creek, and MSE Wall for Bridge Abutment**, Cleveland, Ohio (*prior to ms*)

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**DOUG BLEGEN, PE, PTOE** – Will provide **TRAFFIC CONTROL** and **LIGHTING DESIGN**

42 Years of Experience; Professional Engineer: OH, FL, IN, KY, NC

Responsible for the design and preparation of signing, pavement marking, street lighting, traffic signal plans and MOT during construction. He has provided these plans for similar projects throughout Ohio and is a recognized expert in roadway lighting, traffic signal and MOT design. He was an instructor for the MOT and Traffic Signal Modules of ODOT's Traffic Academy. Relevant project experience:

- **Strip Avenue Extension**, Jackson Township, OH
- **Darrow Road (SR 91)**, Hudson, OH
- **Roger Lindgren Way**, Youngstown, OH
- **Salt Springs Road Industrial Park**, Youngstown, OH
- **Hamilton Road Improvements**, City of Gahanna / Franklin County, OH

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**CHAD SNOW, PS** – Will provide **SURVEY** and **ROW PLANNING**

24 Years of Experience; Professional Land Surveyor: OH, IN

ODOT-prequalified for ROW Plan Development and skilled in a variety of field survey types – topographic, boundary, and ALTA/ASCM property surveys. Also experienced with GPS surveying technology. Relevant project experience:

- **Strip Avenue Extension**, Jackson Township, OH
- **Darrow Road (SR 91)**, Hudson, OH
- **Roger Lindgren Way**, Youngstown, OH
- **Hamilton Road Improvements**, City of Gahanna / Franklin County, OH
- **Huntington Road Waterline Replacement**, Shaker Heights, OH

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**TODD TAYLOR, PE** – Will provide **WATER MAIN / SANITARY SEWER DESIGN**

16 years of experience; Professional Engineer: OH

Experienced with a focus on wastewater treatment and collection along with drinking water treatment and distribution. He has extensive experience in the hydraulic modeling of treatment facilities, water distribution networks, as well as sanitary sewer, storm sewer, and combined sewer systems. His experience includes all project phases, from planning, preliminary studies, design services, and bidding to construction services. Relevant project experience:

- **Darrow Road (SR 91)**, Hudson, OH
- **Huntington Road Waterline Replacement**, Shaker Heights, OH

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**ANIL TANGIRALA, PE, CFM, ENV SP** – Will provide **HYDRAULICS / HYDROLOGY** and **BMP DESIGN**

17 Years of Experience; Professional Engineer – OH; Certified Floodplain Manager

A water resources engineer and CFM with experience in hydrologic, hydraulic, and water quality analyses along with fluvial geomorphology, stream channel erosion/scour analysis and BMP design. Very familiar with bridge modeling and hydraulic design criteria in ODOT's L&D manual. Watershed Committee Chair of the Ohio Water Environment Association, and on the Water Environment Federation Stormwater Committee.

Relevant project experience:

- **Hamilton Road Improvements**, City of Gahanna / Franklin County, OH
- **Western Reserve Road (CR 32), Phase I**, Mahoning County, OH
- **Cosgray Road Extension**, Hilliard, OH

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**KAREL CUBICK – Will provide ENVIRONMENTAL / ACOE COORDINATION**

31 years of experience; Transportation Research Board; National Association of Environmental Professionals Supervises a variety of transportation planning, municipal services, and environmental compliance projects. Specializes in the preparation of NEPA documents and supervises all related environmental studies. Experience includes Draft and Final EIS documents for projects in Ohio, Indiana, Pennsylvania, and West Virginia. He has also prepared EA/FONSI, CE, and Reevaluation documents along with related Section 4(f)/6(f) documents for dozens of ODOT and Ohio LPA projects. Relevant project experience:

- **Strip Avenue Extension**, Jackson Township, OH
- **Darrow Road (SR 91)**, Hudson, OH
- **Roger Lindgren Way**, Youngstown, OH
- **Hamilton Road Improvements**, City of Gahanna / Franklin County, OH

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**SHANNON FERGUS, AICP – Will provide GRANTS & FUNDING ASSISTANCE**

9 years of experience; American Institute of Certified Planners

Ms. Fergus helps municipalities identify and procure funding and grant sources. She has experience in public financing, grants, and urban planning, with additional expertise in public-private partnerships and advanced development tools such as Tax Increment Financing (TIF), New Community Authorities, and Special Improvement Districts (SIDs). She is well versed in a broad variety of public financing programs and can assist clients during every step of the process. Relevant project experience:

- **US Route 6 Corridor Study**, Lorain County, OH
- **Summerford Sanitary Sewer Extension**, Madison County, OH

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**WALID NAJJAR, PE (Pro Geotech) – Will provide GEOTECHNICAL SERVICES (if needed)**

27 Years of Experience; Professional Engineer: OH, MD

Experience on projects involving geotechnical analysis, environmental investigations, structural design, and construction supervision. Experience includes work on 100+ single and multi-span bridge replacement projects and 60+ roadway subsurface investigation projects, many of which involved evaluation of subsurface soil/rock conditions for both deep and shallow foundation system design, slope stability analysis, and pavement design. Relevant project experience:

- **MEG-124-22.72, New Roadway**, Meigs County, OH
- **WAR-71-3.22, Roadway Widening**, Warren County, Ohio

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**SHAN SIVAKUMARAN, PE (Pro Geotech) – Will provide GEOTECHNICAL SERVICES (if needed)**

24 Years of Experience; Professional Engineer: OH

Has worked on numerous geotechnical engineering projects involving interstate highway widening, highway interchanges, grade separations, local roadways and intersections, bridge replacement and rehabilitation, bikeways, culverts and retaining walls. Experience includes development and implementation of subsurface exploration and laboratory testing programs, evaluation of subsurface soil/rock conditions and calculating soil parameters, foundation analysis, bearing capacity analysis, slope stability analysis, settlement analysis, lateral earth pressure calculations, groundwater management, pavement design, earthwork and construction and monitoring, and writing detail technical reports. Relevant project experience:

- **Cedar Avenue Reconstruction**, Cleveland, OH
- **Broadway Avenue Rehabilitation**, Cleveland, OH

**Relevant Project Experience**

The projects highlighted in this section all involved scope of service elements relevant to those required to successfully complete the Foltz Parkway Extension.

Project Name	Field Surveys / Existing Conditions Mapping	Utility Coordination	Subsurface Investigations	Roadway and Drainage	Utility Adjustments	Traffic Control	Retaining Walls	Sanitary Sewers	Water Main	Right of Way	Contract Documents	Cost Estimates	Bidding and Award Support Services
Strip Avenue Extension	●	●	●	●	●	●		●	●	●	●	●	●
Roger Lindgren Way	●	●	●	●	●	●			●	●		●	●
Salt Springs Road Industrial Park	●	●	●	●	●	●		●	●	●	●	●	●
SR 91 / Darrow Road Widening	●	●	●	●	●	●	●		●	●		●	◆
Hamilton Road Improvements	●	●	●	●	●	●	●		●	●	●	●	
Huntington Road Waterline	●	●			●				●		●	●	●

◆Note: Bidding and award has not yet taken place.

**Strip Avenue Extension –**  
Jackson Township, OH

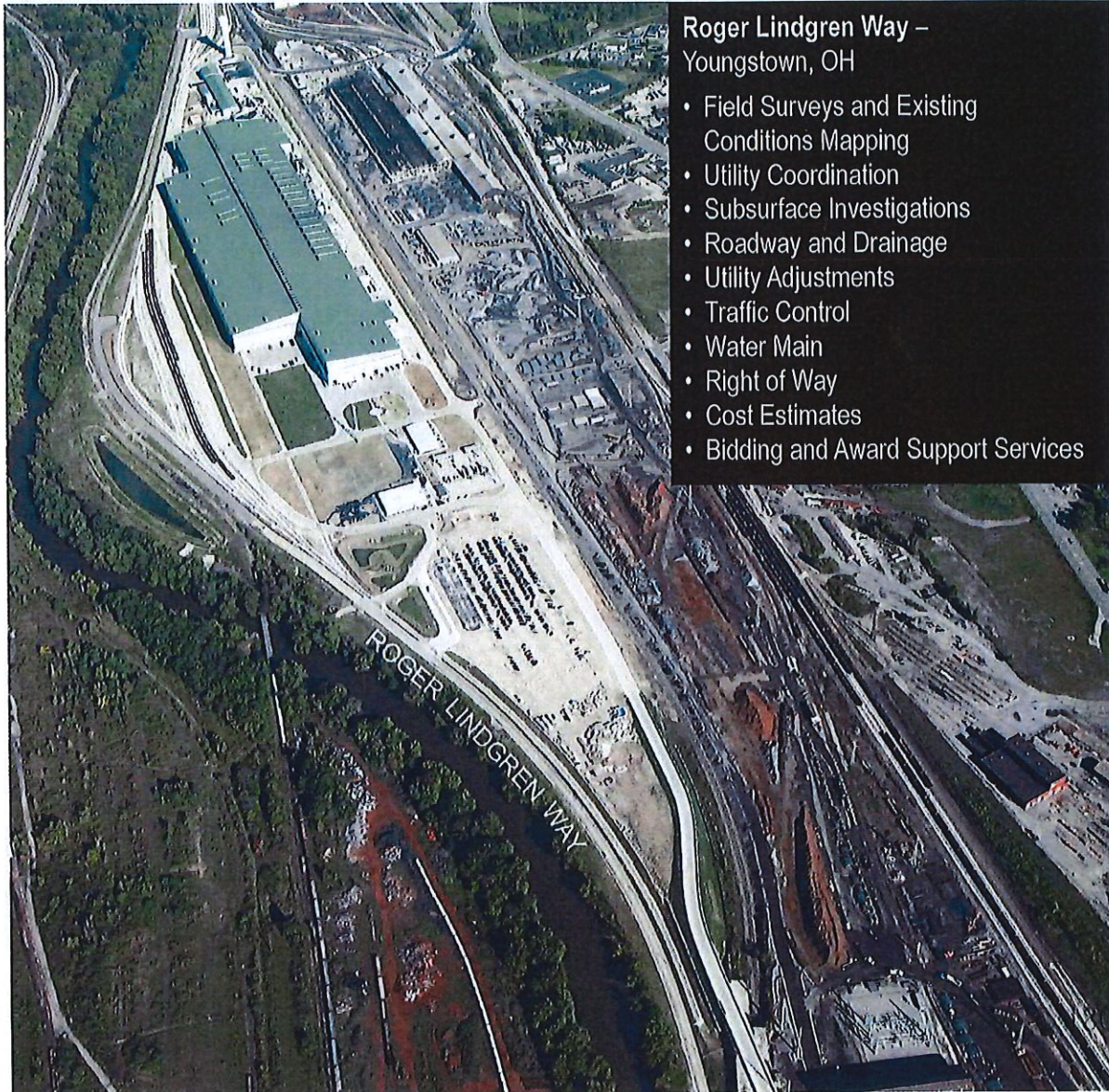
- Field Surveys and Existing Conditions Mapping
- Utility Coordination
- Subsurface Investigations
- Roadway and Drainage
- Utility Adjustments
- Traffic Control
- Sanitary Sewers
- Water Main
- Right of Way
- Contract Documents
- Cost Estimates
- Bidding and Award Support Services



**Foltz Parkway Extension** team members involved:

- **Brian Hughes** – Project Manager for the final design plan preparation to extend Strip Avenue from its current terminus to Applegrove Street to promote retail development on a vacant tract of land. The roadway planning required extensive coordination with the developer and DEO to maximize the site's commercial usage by relocating a gas line and avoiding sensitive environmental resources.
- **Doug Blegen** – Supervised the final Traffic Signal and Traffic Control plans including final design, notes, quantities, and construction cost estimates.

- **Karel Cubick** – Served as Technical Manager for Waterway Permit Applications. Assisted with field studies and reports. QA/QC of technical documents.
- **Steve Gealy** – Provided quality control review for the final construction plan submission.
- **Chad Snow** – Provided surveying and base mapping.



**Foltz Parkway Extension** team members involved:

- **Brian Hughes** – Led the design team in the preparation of detailed construction plans for a new 10,000-foot-long roadway needed to support the Vallourec steel mill expansion project in the Mahoning Valley.
- **Doug Blegen** – Provided Traffic Control and Maintenance of Traffic Services.
- **Karel Cubick** – Conducted a transportation air quality and noise analysis for the combined highway and railroad activity related to the redevelopment of the former steel mill site.
- **Steve Gealy** – Responsible for the development of grading plans for future site of the V&M plant expansion.
- **Chad Snow** – Updated the survey basemap.

**Salt Springs Road Industrial Park –**  
Youngstown, OH

- Field Surveys and Existing Conditions Mapping
- Utility Coordination
- Subsurface Investigations
- Roadway and Drainage
- Utility Adjustments
- Traffic Control
- Sanitary Sewers
- Water Main
- Right of Way
- Contract Documents
- Cost Estimates
- Bidding and Award Support Services



**Foltz Parkway Extension** team members involved:

- **Doug Blegen** – Supervised the final Traffic Signal and Traffic Control plans including final design, notes, quantities, and construction cost estimates.



Between the Vallourec and Salt Springs Road industrial park developments, ms consultants has been directly involved in providing vehicular access to some of the largest manufacturing areas in the Mahoning Valley. The economic impact of these developments to the region has been in the millions of dollars.

Likewise, we understand that community leaders in Stark County are hoping the Strip Avenue Extension will spur business interest in developing a newly accessible tract of land that has been designated as part of a joint economic development district between Jackson Township and the City of Canton.

**Foltz Parkway Extension team members involved:**

- **Brian Hughes** – As Project Manager, presently leading the final design development for the preferred alternative to add turn lanes at three key intersections, bike lanes in each

**SR 91 (Darrow Road) Widening – Hudson, OH**

- Field Surveys and Existing Conditions Mapping
- Utility Coordination
- Subsurface Investigations
- Roadway and Drainage
- Utility Adjustments
- Traffic Control
- Retaining Walls
- Water Main
- Right of Way
- Cost Estimates

- direction, and a new sidewalk with decorative lighting along the east side of the road while minimizing utility impacts. He is guiding the design team, managing the geotechnical investigation subconsultant and proactively communicating with the City of Hudson throughout the planning and decision-making process.
- **Doug Blegen** – Lead engineer for the design of the Traffic Control and Lighting plans. Traffic Control plans included three Rectangular Rapid Flashing Beacon (RRFB) locations.
- **Karel Cubick** – As lead environmental specialist, led the environmental studies for the project, including oversight of the cultural resources investigation, waterway permitting, 4(f) compliance and preparation of the environmental document.
- **Steve Gealy** – As Technical Service Manager, provided design engineering for all roadway related technical aspects of the project, including oversight and daily assignments of the technical staff.
- **Todd Taylor** – Provided QA/QC and managed coordination of work in the design of 2,955 feet of new 16-inch water line along a state route. An additional 660 feet of 8-inch water was also designed.
- **Chad Snow** – Right-of-way project reviewer. Developed the proposed right of way lines and prepared new legal descriptions for the project that met the local county conveyance standards along with supplying closure calculations for all parcels.

**Hamilton Road Improvements – Gahanna, OH**

- Field Surveys and Existing Conditions Mapping
- Utility Coordination
- Subsurface Investigations
- Roadway and Drainage
- Utility Adjustments
- Traffic Control
- Retaining Walls
- Water Main
- Right of Way
- Contract Documents
- Cost Estimates



**Foltz Parkway Extension team members involved:**

- **Doug Blegen** – Lead engineer for the design of the Lighting and Traffic Control plans for this major arterial, including two roundabouts and multiple Rectangular Rapid Flashing Beacons (RRFBs). Provided the concept Maintenance of Traffic plan.
- **Karel Cubick** – Environmental specialist. Supervised ambient noise monitoring, predicted future traffic noise levels, and determined potential noise impacts associated with proposed roadway widening. Supervised preparation of Ecological Survey Report, Hazardous Waste Screening, and Phase I Cultural Resource-



- es investigation by subconsultant. Prepared CE document and assisted with response to public comments.
- **Sean Riffle** – Lead drainage and roadway design engineer. Responsible for storm sewer design including inlet spacing calculations, storm sewer routing and sizing, ditch analysis and PCSW BMPs, in addition to roadway design and plan development, intersection details, cross sections, and vertical alignments.
- **Chad Snow** – Lead surveyor. Coordinated the field surveys, base mapping and right-of-way plans.
- **Anil Tangirala** – Worked on the BMP and green infrastructure conceptual alternatives and design to meet the post-construction BMP alternatives. Computed water quality volumes and developed strategies to route drainage to proposed Bioretention basins. Also involved in the detailed design of Bioretention.

**Huntington Road Waterline Replacement – Shaker Heights, OH**

- Field Surveys and Existing Conditions Mapping
- Utility Coordination
- Utility Adjustments
- Water Main
- Contract Documents
- Cost Estimates
- Bidding and Award Support Services



**Foltz Parkway Extension team members involved:**

- **Jonathan Hren** – Project Manager for the replacement of an existing 6" in diameter waterline with a new 3,750' long, 8" waterline in the same location as the existing.
- **Todd Taylor** – Provided QA/QC and managed the coordination of work in the design 3,766 feet of new 8-inch waterline to replace aging waterlines.
- **Chad Snow** – Led all survey and right of way efforts associated with the extension of the waterline. Directed and supervised all field activities and prepared the necessary survey and right of way base maps for the project design.

**SECTION 4 Capacity of Staff**

The Foltz Parkway Extension project team is available to start immediately on the City's intended authorization date of September 2019. The proposed team is approaching the end of several projects and has ample availability during the 6-month design schedule. ms consultants will complete the following projects by October 2019, resulting in availability of the key staff indicated:

- MAH – Fifth Avenue Safety Upgrade and Rehabilitation (Stage 3 Plans 8/30/19)
- TRU – E. Market Street / North Road Intersection Widening (Final Tracings 9/20/19)
- TRU – Reserve Avenue Bridges Rehabilitation (Final Tracings 9/27/19)

This resulting staff availability will be allocated to provide the resources needed to complete the project on time. During active periods of work on the stage submittals, Mr. Hughes will make sure that the key staff are 100% committed to the Foltz Parkway Extension Phase II project.

## SECTION 5 Project Approach

**PROJECT UNDERSTANDING** – The City of Strongsville is seeking Letters of Interest (LOI) for the design of Foltz Parkway Extension, Phase II. With the continued demand for space within Strongsville's industrial parks, the Foltz Industrial Park (aka Strongsville Business and Technology Park), is poised for a southward expansion to create more space for business opportunities. Phase I of Foltz Parkway South was constructed in 1995 and extended the roadway to about 1,650 feet south of Stelfast Parkway. Phase II will extend the roadway another 2,000 feet and is planned to terminate in a cul-de-sac.

Foltz Parkway is a 35mph, 3-lane concrete section having a width of 40'-0" out/out of curb lines. The roadway is centered within an 80-foot wide right of way (ROW) and has 12-foot wide utility easements set beyond the ROW limits. The existing utility features will be perpetuated with the Phase II roadway extension. They include: a 12" water main, a 15" sanitary sewer, underground electric with cobra style overhead lighting, and gas service. Due to pressure needs, the water main will extend south past the cul-de-sac and continue to Boston Road. From there it will continue east 4000-feet and tie into the water main at Prospect Road. Like the other sections of the parkway, this project will have a closed drainage system with a single storm trunk line positioned on one side of the roadway.

Project manager, Brian Hughes, is quite familiar with Foltz Parkway having first visited the site in November 2005 when this project was previously advertised for design services and ms consultants submitted a LOI. From that posting, construction plans were ultimately prepared for this same section. At that time the roadway was originally designed to connect to Boston Road much further south.

Mr. Hughes revisited the Foltz Parkway project site on July 16th and met with Lori Daley afterward. From the tree clearing and grading witnessed during the field walk and from review of available information, including the original construction plans, the April 2010 Army Corps of Engineers (ACOE) Waterway Permit, the June 2015 Preliminary Jurisdictional Determination, the Prime Engineering & Architecture Inc.'s (today's Pro Geotech, Inc.) Subsurface Exploration Reports, and the dedication plat, the key items to make the project a success include:

- **Securing the project financing,**
- **Updating the Waterway Permit through proactive agency coordination,**
- **Maintaining the previous design intent to the extent practical,**
- **Reusing the Subsurface Exploration findings already completed and available.**

Over the years, ms consultants has designed many industrial parks with supporting infrastructure and agency coordination. In fact, on July 11, 2019 Mr. Hughes and our environmental and roadway teams participated in the ribbon-cutting for the Strip Avenue Extension project in Jackson Township, which opens up a 56-acre tract of land for commercial development. It includes many similar features as the Foltz Parkway project, such as 2000-feet of new 3-lane roadway, a 12" Aqua Ohio water main, an 8" Dominion Energy Ohio gas storage line relocation, a new culvert, and significant embankment construction. ms consultants also provided the required environmental coordination with the ACOE for stream and wetland permitting, as well as the dedication plat for the donated land.

**Project Approach:** At the onset of the project, a primary objective will be to take steps to secure funding to construct this project. Under the leadership of Shannon Fergus, ms consultants' funding and grants specialist, we will identify viable funding sources and mechanisms to assist the City in making the project a reality. Our team has collaborated



with numerous funding agencies, such as U.S. Department of Commerce, U.S. EPA, ACOE, and many others. From these relationships, we are familiar with each agency's goals and selection criteria. Once the appropriate funding agency is identified, we will work with the City and its experienced Economic Development Department to develop the most effective funding applications. ms consultants also has extensive experience working with new and redevelopment projects, and identifying alternative infrastructure funding strategies from the area's increased real estate valuation and revenue generation. These include: Tax Increment Financing, Incentive Districts, Special Assessments, New Community Authorities and Special Improvement Districts.

**Cost Saving Strategies:** ms consultants will reuse as much of the original design intent as possible, such as the alignment, grades, and utility placements presented in the original plans. If electronic design files become available, the design process will be an even more streamlined endeavor. We have obtained and reviewed the March 2004 (Phase I) and October 2006 (Phase II) Subsurface Exploration Reports. The Phase II geotechnical investigation included eight (8) roadway borings, six (6) culvert borings and seven (7) water line borings along Boston Road. The report findings and recommendations are still relevant and will be salvaged – provided the alignment and grades remain fairly consistent.

We recommend an aerial survey be completed this fall as leaf drop dictates. That survey will identify any changes in the topography since 2005, such as the tree clearing and rough grading, and provide a digital terrain model suitable to begin plan, profile and cross section production. From our review of the original construction plans it was noticed the BMPs for storm water management will need changed since the exfiltration trenches are no longer an acceptable treatment system. Our team has extensive experience designing water quality BMP's that will need to be implemented with this project. We also noticed that the lateral clearance between the 12" water main to the storm trunk sewer does not meet today's 10' clearance separation. These issues will each be corrected with the revised design.

**Waterway Permitting:** ms consultants has an in-house waterway permitting team that is ideally suited to assist the City with an update of the previously issued Section 404 permit and mitigation plan, if these services are necessary. Our team, based in our Akron office, is currently working with the Army Corps Buffalo District on Section 404 permits for Hudson's Darrow Road project and a private development project in Richfield. Our experienced wetland scientists have a strong working relationship with Buffalo staff and also Ohio EPA Northeast Region staff. If needed, we can represent Strongsville's interests when dealing with these regulatory agencies and attempt to reduce or eliminate the need for any further investigation, documentation, or mitigation design/monitoring. If such services are demanded by the ACOE or Ohio EPA, the same team can work with our design team to complete any assignments quickly, efficiently, and without duplication of effort.

**Hydrologic & Hydraulic Study:** The Phase II roadway extension will require crossing a tributary to the West Branch of Rocky River, as well as crossing nature preserve areas and constructed wetlands. FEMA has identified this section as a Zone A Flood Hazard Area. FEMA has not conducted a detailed study of the area, and there is no established floodway, therefore the allowable water surface surcharge must be limited to the requirements of the Local Floodplain Coordinator or one (1) foot, whichever is less.

The proposed alternatives to be modeled include an 8' x 4' box culvert and a 30" circular culvert. Hydrologic and Hydraulic (H&H) analysis will be conducted to ensure that the proposed culverts satisfy the design year frequency headwater and discharge requirements as well as meet FEMA floodplain requirements.

**Quality & Commitment:** ms consultants has developed a progressive project delivery system that reflects our commitment to excellence and assures our clients consistently precise deliverables. Brian Hughes as project manager is responsible to the client for overall project quality, including the following – compliance with the project scope of work; schedule and ensuring each discipline has information needed to meet time lines; project quality, ensuring proper corrective actions are taken, as required; disposition of non-conforming work and services; and communication and coordination quality. Should we be selected for your project, we pledge our commitment to providing cost-effective, responsive design services.

**RE: FOLTZ PARKWAY EXTENSION PHASE II PROJECT**

**ADDENDUM TO TECHNICAL AND PRICE PROPOSAL BETWEEN  
THE CITY OF STRONGSVILLE AND  
MS CONSULTANTS, INC. ("CONSULTANT")  
FOR CERTAIN ENGINEERING DESIGN & CONSULTING SERVICES**

1. **SUPPLEMENTARY FORMS.** The parties agree that the following forms as identified and attached hereto, shall become part of the within Agreement:

Affidavit  
Affirmative Action Certificate  
Non-Collusion Affidavit  
Statement as to Interested Parties  
Delinquent Personal Property Tax Affidavit  
Declaration and Representation (ORC §9.24)  
Certification and Representation (ORC §3517.13, as amended)

2. **WARRANTIES.** Consultant warrants that its services will be performed in a professional manner and in accordance with prevailing and applicable industry standards, care, diligence and skill exercised by similar professionals within the Northeast Ohio area.

3. **INSURANCE.** Consultant shall maintain throughout the duration of this Agreement insurance in the following amounts:

- (a) Worker's Compensation and Employer's Liability
  - Worker's Compensation                      Statutory
  - Employer's Liability                      \$500,000/\$500,000/\$500,000
  
- (b) Comprehensive Automobile Liability  
\$1,000,000 combined single limit Bodily Injury and Property Damage
  
- (c) Comprehensive General Liability (naming the City as additional insured)
  - \$1,000,000                      per occurrence
  - \$2,000,000                      annual aggregate
  - \$2,000,000                      product/completed operations per occurrence
  - \$1,000,000                      personal injury/advertising liability
  
- (d) Umbrella/Excess Liability
  - \$2,000,000                      per occurrence
  - \$2,000,000                      annual aggregate
  - \$2,000,000                      products aggregate
  
- (e) Professional Liability Insurance (including errors and omissions) in an amount of \$1,000,000 per claim and annual aggregate, provided that such coverage shall be maintained for a period of not less than two (2) years after completion of the construction of the Project.

The foregoing policies shall be with responsible carriers qualified to do business within the State of Ohio, and shall contain a provision that coverage will not be cancelled or failed to be renewed until at least (30) days' prior written notice has been given to the City. Certificates of Insurance showing such coverage to be in force shall be filed with the City through its Director of Finance prior to commencement of the Services and shall be in proper form.

Consultant hereby agrees to maintain the insurances described above during the term hereof. If Consultant fails to furnish and maintain the insurances required, the City may purchase such insurance on behalf of Consultant, and Consultant shall pay the cost thereof to the City upon demand and shall furnish to the City any information needed to obtain such insurance.

**4. CONSULTANT'S INDEMNIFICATION.** Consultant hereby agrees to indemnify and hold harmless the City and any of its officers or employees from all loss, damage, cost or expense, including but not limited to attorneys fees and expert witness fees, arising out of or in any way caused by:

- (a) Consultant's negligent performance of services under this Agreement;
- (b) Claims, suits or actions of every kind and description when such suits or actions are caused by negligence, willful and/or wanton misconduct, and/or errors or omissions of Consultant, its officers, employees, consultants, subconsultants, and/or subcontractors; or
- (c) Injury or damages received or sustained by any party because of the negligence, willful and/or wanton misconduct, and/or errors or omissions of Consultant, its officers, employees, consultants, subconsultants, and/or subcontractors.

Consultant shall include a same or similar indemnity provision in each of its contracts with any approved consultant, subconsultant, and subcontractor, which requires that such person or entity indemnify and hold harmless the City, its officers and employees from all loss, damage, cost, or expense to the extent caused by the negligence, error, omission, or willful or wanton misconduct of such person or entity.

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

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

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

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

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

**If to Consultant:**  
W. Brian Hughes, P.E.  
Sr. Project Manager, NE Ohio  
ms consultants, inc.  
333 East Federal Street  
Youngstown, OH 44503-1821

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

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

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

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

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

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

**14. BINDING EFFECT AND SUCCESSORS AND ASSIGNS.** This Agreement and all of the covenants hereof shall be binding upon and inure to the benefit of both the City and Consultant, and their respective partners, successors, permitted assigns and legal representatives.

Neither the City nor Consultant shall have the right to assign or transfer its interests or obligations hereunder without the advance written consent of the other party.

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

**“CITY”**  
**CITY OF STRONGSVILLE**

**“CONSULTANT”**  
**MS CONSULTANTS, INC.**

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

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

Thomas P. Perciak, Mayor  
Typed Name/Title

W. Brian Hughes, P.E., Sr. Project Manager  
Typed Name/Title

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

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

**CERTIFICATION OF FUNDS**

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director of Finance

**CERTIFICATE OF LAW DIRECTOR**

I hereby certify that I have reviewed and approved the form of the foregoing Contract this day of \_\_\_\_\_, 2020.

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

AFFIDAVIT

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

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

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

\_\_\_\_\_
Affiant

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

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



**AFFIRMATIVE ACTION CERTIFICATE**

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

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

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

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

**NON-COLLUSION AFFIDAVIT**

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

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

he/she is \_\_\_\_\_ of the party making the foregoing  
(Title)

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

\_\_\_\_\_  
Affiant

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

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

**STATEMENT AS TO INTERESTED PARTIES**

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

**NAME**

**TITLE**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

FURTHER AFFIANT SAYETH NAUGHT.

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

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE THIS \_\_\_\_\_ day  
of \_\_\_\_\_, 201\_\_\_\_.

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

**DELINQUENT PERSONAL PROPERTY STATEMENT**

\_\_\_\_\_, having been awarded a Contract by the City of  
*(name of contractor/proposer)*

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

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

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

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

Penalties   \$ \_\_\_\_\_

Interest   \$ \_\_\_\_\_

\_\_\_\_\_  
*(Company Name)*  
By:  
\_\_\_\_\_  
Its:  
\_\_\_\_\_

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

SWORN TO BEFORE ME, a Notary Public in and for said county and state, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

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

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

**CONTRACTOR/BIDDER**

\_\_\_\_\_

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

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

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

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

SWORN TO AND SUBSCRIBED before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

Notary Public





**CITY OF STRONGSVILLE, OHIO**

**REQUEST FOR QUALIFICATIONS AND PROPOSALS**

for

Engineering Design and Consulting Services for  
Foltz Parkway Extension Phase II

July 12, 2019

**Submission Due**

**August 9, 2019**

## CITY OF STRONGSVILLE

### **LEGAL NOTICE REQUEST FOR QUALIFICATIONS AND PROPOSALS ENGINEERING DESIGN AND CONSULTING SERVICES FOLTZ PARKWAY EXTENSION PHASE II**

The City of Strongsville will receive sealed qualifications and letters of interest for engineering design and consulting services, from qualified firms, in connection with the City's proposed improvement of **Foltz Parkway Extension Phase II**. The proposed Project will consist of the extension of Foltz Parkway, from its current terminus south of Drake Road, through property owned by the City of Strongsville, a distance of approximately 2000 feet and cul-de-sac. A location map is attached for reference.

The proposed improvements shall include: reinforced concrete roadway- 9" thick, storm sewers, roadway culverts, sanitary sewers, water mains, all required earthwork, and additional appurtenances as required.

The City of Strongsville shall provide a conceptual horizontal alignment of the roadway and a record plat of the site to the engineering consultant.

The City of Strongsville Intends to administer the project.

It is anticipated that the selected consultant will be authorized to proceed by on or about September 2019. Minimum qualifications for the project will include:

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

Two copies of letters of interest and qualifications for engineering design and consulting services should be deposited with the City's Engineer, Kenneth P. Mikula, at 16099 Foltz Parkway, Strongsville, Ohio 44149, no later than 4:30 p.m., on Friday, August 9, 2019. NO FINANCIAL TERMS WILL BE PRESENTED WITH THE PROPOSALS, IN ACCORDANCE WITH LAW. All pertinent information, City requirements, and applicable forms may be

obtained from the Office of the City Engineer at the above address between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. The City of Strongsville reserves the right to reject any or all proposals, waive any informalities or minor defects in the proposals received, and accept any proposal which it deems most favorable to the City. The City of Strongsville is an Equal Opportunity Owner/Employer.

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

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

Advertisements in Plain Dealer

July 12, 2019

July 19, 2019

July 26, 2019

**July 12, 2019**

**Foltz Parkway Extension Phase II  
City of Strongsville, Ohio  
Response Due Date: August 9, 2019**

The City of Strongsville is requesting sealed and marked Letters of Interest (LOI) from qualified firms to provide professional engineering services for surveying, design, and construction plans, contract documents and estimates, for the Extension of Foltz Parkway Phase II, in the City of Strongsville.

**Estimated Construction Cost:** \$3,500,000

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

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

The plans are to be completed and on file with the City of Strongsville within six (6) months from the date of authorization.

It is anticipated that the selected Consultant will be authorized to proceed by September 2019.

### **Selection Procedures**

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

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

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

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

## Scope of Services

The anticipated Scope of Services tasks are listed below:

- Field surveys and existing conditions mapping
- Utility coordination
- Subsurface investigations
- Roadway and drainage
- Utility adjustments
- Traffic control
- Retaining walls
- Sanitary sewers
- Water main
- Right of way
- Contract documents
- Cost estimates
- Bidding and award support services

## Requirements for Letters of Interest

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

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

### B. Letter of Interest Content

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

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

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

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

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

## OTHER PROPOSAL REQUIREMENTS

### A. Proposal Document Completion.

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

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

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

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

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

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

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

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

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

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

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

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

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



CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2020 – 002

By: Mayor Perciak and All Members of Council

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A FOURTH AMENDMENT TO THE AGREEMENT FOR PUBLIC SAFETY DISPATCH SERVICES BETWEEN THE CITY OF STRONGSVILLE AND THE CITY OF BEREA, IN CONNECTION WITH AN ADJUSTMENT OF FEES RETROACTIVE TO JANUARY 1, 2020, AND DECLARING AN EMERGENCY.**

WHEREAS, through adoption of Ordinance No. 2014-178 on October 20, 2014, the Strongsville City Council authorized an Agreement with the City of Berea for public safety services; and

WHEREAS, through adoption of Ordinance No. 2014-77 on October 20, 2014, the Berea City Council likewise authorized an Agreement with Strongsville for such public safety services; and

WHEREAS, on November 3, 2014, Strongsville and Berea entered into an *Agreement for Public Safety Dispatch Services*, in which Strongsville agreed to dispatch Berea Police Department and Fire Department calls, on a twenty-four (24) hour basis, to authorized personnel of the Berea Police Department and the Berea Fire Department and other public safety resources (such as animal control) generally with regard to emergency and non-emergency incidents, and with communication support and services/systems directly related to the dispatch function, and subject to other specific terms and conditions contained therein; and

WHEREAS, at that time, Berea agreed to certain terms and conditions in connection with payment to Strongsville for Strongsville's provision of such Dispatch Services; and

WHEREAS, thereafter on February 17, 2016, the parties entered into an *Amendment to Agreement* providing for an adjustment to the provision for payment based upon the first year of operations and consistent with the Agreement, and as authorized by Strongsville City Council in Ordinance No. 2016-022; and

WHEREAS, additionally, thereafter on November 21, 2016, the parties entered into a *Second Amendment to Agreement* providing for an adjustment to the provision for payment based upon two (2) years of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2016-220; and

WHEREAS, additionally, thereafter on February 13, 2018, the parties entered into a *Third Amendment to Agreement* providing for an adjustment to the provision for payment based upon four years of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2018-009; and

WHEREAS, based upon five (5) years of operations and in accordance with provisions of said Agreement, it is now necessary to amend the provision relating to payment for Dispatch Services.

WHEREAS, Berea has agreed to such a Fourth Amendment providing for an increase in fees retroactive to January 1, 2020.

**CITY OF STRONGSVILLE, OHIO**  
**ORDINANCE NO. 2020 – 002**  
**Page 2**

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

**Section 1.** That the Mayor be and is hereby authorized and directed to enter into a *Fourth Amendment to Agreement* for Public Safety Dispatch Services between the City of Strongsville, Ohio and the City of Berea, Ohio, providing for an adjustment in the payment of fees to the City of Strongsville for dispatch services for 2020, retroactive to January 1, 2020, at an adjusted rate of \$31,058.00 per month, for a total of \$372,696.00 for the year 2020, in accordance with the terms and conditions set forth in the Fourth Amendment to Agreement attached hereto as Exhibit "A" and incorporated herein by reference, which in all respects is hereby approved.

**Section 2.** That any funds received pursuant to this Ordinance shall be deposited into the General Fund, and any expenditures required by the City to effectuate the Agreement have been appropriated for 2020 and shall be paid 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 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 the Amendment to Agreement to provide for proper and fair compensation to the City for dispatch services, to act in accordance with the terms and conditions of the Agreement, 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	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

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

ORD. No. 2020-002 Amended: \_\_\_\_\_  
 1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

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

**FOURTH AMENDMENT TO AGREEMENT  
FOR PUBLIC SAFETY DISPATCH SERVICES  
BETWEEN  
THE CITY OF STRONGSVILLE, OHIO AND  
THE CITY OF BERA, OHIO**

**THIS FOURTH AMENDMENT TO AGREEMENT** made at Strongsville, Ohio, this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the **CITY OF STRONGSVILLE**, Ohio, hereinafter designated as "Strongsville", and the **CITY OF BERA**, Ohio, hereinafter designated as "Berea".

**WITNESSETH:**

WHEREAS, through adoption of Ordinance No. 2014-178 on October 20, 2014, the Strongsville City Council authorized an Agreement with the City of Berea for public safety services; and

WHEREAS, through adoption of Ordinance No. 2014-77 on October 20, 2014, the Berea City Council likewise authorized an Agreement with Strongsville for such public safety services; and

WHEREAS, on November 3, 2014, Strongsville and Berea entered into an *Agreement for Public Safety Dispatch Services*, in which Strongsville agreed to dispatch Berea Police Department and Fire Department calls, on a twenty-four (24) hour basis, to authorized personnel of the Berea Police Department and the Berea Fire Department and other public safety resources (such as animal control) generally with regard to emergency and non-emergency incidents, and with communication support and services/systems directly related to the dispatch function, and subject to other specific terms and conditions contained therein; and

WHEREAS, at that time, Berea agreed to certain terms and conditions in connection with payment to Strongsville for Strongsville's provision of such Dispatch Services; and

WHEREAS, thereafter, on February 17, 2016, the parties entered into an *Amendment to Agreement* providing for an adjustment to the provision for payment based upon the first year and a half of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2016-022; and

WHEREAS, additionally, thereafter on November 21, 2016, the parties entered into a *Second Amendment to Agreement* providing for an adjustment to the provision for payment based upon two (2) years of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2016-220; and

WHEREAS, additionally, thereafter on February 13, 2018, the parties entered into a *Third Amendment to Agreement* providing for an adjustment to the provision for payment based upon four years of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2018-009; and

WHEREAS, for the year 2019, there was no adjustment to the amount paid by Berea, from the rate of pay set forth in the Third Amendment To Agreement between the parties; and

WHEREAS, based upon five (5) years of operations and in accordance with provisions of said Agreement, it is now necessary to amend the provision relating to payment for Dispatch Services.

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

1. Article I(F) of the Agreement be and is hereby amended to read in part as follows:

\* \* \*

“F. Payment for Dispatch Services: Berea, in consideration of the provision of the Dispatch Services outlined herein, agrees to pay Strongsville the amount of Twenty-Five Thousand Dollars (\$25,000.00) per month by the first (1<sup>st</sup>) of each month for Dispatch Services provided in that month, for a total annual fee of Three Hundred Thousand Dollars (\$300,000.00) through December 31, 2015. For the period of operation from January 1, 2016 through February 29, 2016, Berea will pay Strongsville at the same rate of Twenty-Five Thousand Dollars (\$25,000.00) per month; and thereafter from March 1, 2016 through December 31, 2016, Berea will pay Strongsville at an increased rate of Twenty-Six Thousand Dollars (\$26,000.00) per month by the first (1<sup>st</sup>) of each month for Dispatch Services provided in that month, for a total of Three Hundred Ten Thousand Dollars (\$310,000.00) for such second year of operation. For the period of operation from January 1, 2017 through December 31, 2017, Berea will pay Strongsville at an increased rate of pay of Twenty-Seven Thousand Six Hundred Forty-One Dollars (\$27,641.00) per month by the first of each month for Dispatch Services provided in that month, for a total of Three Hundred Thirty-One Thousand Seven Hundred Dollars (\$331,700.00) for such third year of operation. For the period of operation from January 1, 2018 through December 31, 2018, Berea will pay Strongsville at an increased rate of pay of Twenty-Nine Thousand Three Hundred Dollars (\$29,300.00) per month by the first of each month for Dispatch Services provided in that month, for a total of Three Hundred Fifty-One Thousand Six Hundred Dollars (\$351,600.00) for such fourth year of operation. **For the period of operation from January 1, 2020 to December 31, 2020, Berea will pay Strongsville at an increased rate of pay of Thirty-One Thousand Fifty-Eight and 00/100 Dollars (\$31,058.00) per month by the first of each month for Dispatch Services provided in that month, for a total of Three Hundred Seventy-**

**Two Thousand Six Hundred Ninety-Six and 00/100 Dollars  
(\$372,696.00) for such year of operation.”**

\* \* \*

2. This Fourth Amendment to Agreement amends, modifies and supplements the Agreement effective January 1, 2020 only as specifically set forth herein. All rights and obligations of Strongsville and Berea under the Agreement and all other provisions not specifically amended herein remain unmodified and in full force and effect.

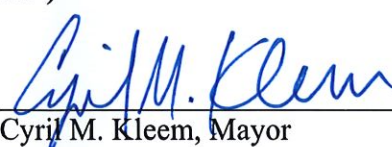
3. This Fourth Amendment to Agreement shall be binding upon Strongsville and Berea and their respective successors and assigns.

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

Signed in the presence of:

**CITY OF BEREA  
("Berea")**

  
\_\_\_\_\_

By:   
Cyril M. Kleem, Mayor

**CITY OF STRONGSVILLE  
("Strongsville")**

\_\_\_\_\_

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

**CERTIFICATE OF FINANCE DIRECTOR**

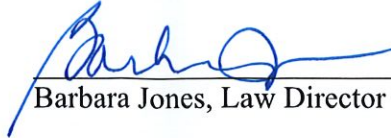
I hereby certify that the amount of money required to meet the expenditures called for by this Amendment to Agreement is in the treasury, to the credit of the fund for which it is to be drawn, or in the process of collection, and not appropriated for any other purpose.

12/19/2019  
Date

  
Finance Director, City of Berea

**CERTIFICATE OF LAW DIRECTOR FOR THE  
CITY OF BEREA**

I have hereby reviewed and approved the form of the foregoing Amendment to Agreement this 19 day of December, 2019.

  
\_\_\_\_\_  
Barbara Jones, Law Director

**CERTIFICATE OF LAW DIRECTOR FOR THE  
CITY OF STRONGSVILLE**

I have hereby reviewed and approved the form of the foregoing Amendment to Agreement this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2020 – 003

By: Mayor Perciak and All Members of Council

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A FIRST AMENDMENT TO THE AGREEMENT FOR PUBLIC SAFETY DISPATCH SERVICES BETWEEN THE CITY OF STRONGSVILLE AND THE CITY OF BROOK PARK, IN CONNECTION WITH AN ADJUSTMENT OF FEES RETROACTIVE TO JANUARY 1, 2020, AND DECLARING AN EMERGENCY.**

WHEREAS, through adoption of Ordinance No. 2018-074 on May 21, 2018, the Strongsville City Council authorized an Agreement with the City of Brook Park for public safety services; and

WHEREAS, through adoption of Ordinance No. 11024-2018 on May 15, 2018, the Brook Park City Council likewise authorized an Agreement with Strongsville for such public safety services; and

WHEREAS, on May 23, 2018, Strongsville and Brook Park entered into an *Agreement for Public Safety Dispatch Services*, in which Strongsville agreed to dispatch Brook Park Police Department and Fire Department calls, on a twenty-four (24) hour basis, to authorized personnel of the Brook Park Police Department and the Brook Park Fire Department and other public safety resources (such as animal control) generally with regard to emergency and non-emergency incidents, and with communication support and services/systems directly related to the dispatch function, and subject to other specific terms and conditions contained therein; and

WHEREAS, at that time, Brook Park agreed to certain terms and conditions in connection with payment to Strongsville for Strongsville's provision of such Dispatch Services; and

WHEREAS, based upon the first year and a half of operations and in accordance with provisions of said Agreement, it is now necessary to amend and adjust the provision relating to payment for Dispatch Services; and

WHEREAS, Brook Park has agreed to such an Amendment providing for an increase in fees retroactive to January 1, 2020.

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

**Section 1.** That the Mayor be and is hereby authorized and directed to enter into a *First Amendment to Agreement for Public Safety Dispatch Services* between the City of Strongsville, Ohio and the City of Brook Park, Ohio, providing for an adjustment in the payment of fees to the City of Strongsville for dispatch services for 2020, retroactive to January 1, 2020, at an adjusted rate of \$45,933.33 per month, for a total of \$551,199.96 for the year 2020, in accordance with the terms and conditions set forth in the First Amendment to Agreement attached hereto as Exhibit "A" and incorporated herein by reference, which in all respects is hereby approved.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2020 – 003

Section 2. That any funds received pursuant to this Ordinance shall be deposited into the General Fund, and any expenditures required by the City to effectuate the Agreement have been appropriated for 2020 and shall be paid 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 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 the Amendment to Agreement to provide for proper and fair compensation to the City for dispatch services, to act in accordance with the terms and conditions of the Agreement, 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	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

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

ORD. No. 2020-003 Amended: \_\_\_\_\_  
 1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
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 \_\_\_\_\_  
 Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_



**FIRST AMENDMENT TO AGREEMENT  
FOR PUBLIC SAFETY DISPATCH SERVICES  
BETWEEN  
THE CITY OF STRONGSVILLE, OHIO AND  
THE CITY OF BROOK PARK, OHIO**

**THIS AMENDMENT TO AGREEMENT** made at Strongsville, Ohio, this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the **CITY OF STRONGSVILLE**, Ohio, hereinafter designated as "Strongsville", and the **CITY OF BROOK PARK**, Ohio, hereinafter designated as "Brook Park".

**WITNESSETH:**

WHEREAS, through adoption of Ordinance No. 2018-074 on May 21, 2018, the Strongsville City Council authorized an Agreement with the City of Brook Park for public safety services; and

WHEREAS, through adoption of Ordinance No. 11024-2018 on May 15, 2018, the Brook Park City Council likewise authorized an Agreement with Strongsville for such public safety services; and

WHEREAS, on May 23, 2018, Strongsville and Brook Park entered into an *Agreement for Public Safety Dispatch Services*, in which Strongsville agreed to dispatch Brook Park Police Department and Fire Department calls, on a twenty-four (24) hour basis, to authorized personnel of the Brook Park Police Department and the Brook Park Fire Department and other public safety resources (such as animal control) generally with regard to emergency and non-emergency incidents, and with communication support and services/systems directly related to the dispatch function, and subject to other specific terms and conditions contained therein; and

WHEREAS, at that time, Brook Park agreed to certain terms and conditions in connection with payment to Strongsville for Strongsville's provision of such Dispatch Services; and

WHEREAS, based upon the first year and a half of operations and in accordance with provisions of said Agreement, it is now necessary to amend the provision relating to payment for Dispatch Services;

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

1. Article I(E) of the Agreement be and is hereby amended to read in part as follows:

\* \* \*

"E. Payment for Dispatch Services: Brook Park, in consideration of the provision of the Dispatch Services outlined herein, agrees to pay Strongsville the amount of Forty-Three

Thousand Three Hundred Thirty-Three Dollars and 33/100 (\$43,333.33) per month by the first (1<sup>st</sup>) of each month for Dispatch Services provided in that month. For the period of operation from January 1, 2020 through December 31, 2020, Brook Park will pay Strongsville at an increased rate of pay of Forty-Five Thousand Nine Hundred Thirty-Three and 33/100 Dollars (\$45,933.33) per month by the first of each month for Dispatch Services provided in that month, for a total of Five Hundred Fifty-One Thousand One Hundred Ninety-Nine and 96/100 Dollars (\$551,199.96) for such year of operation.

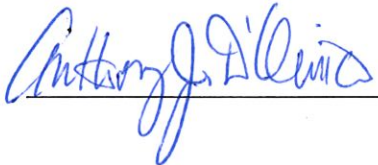
\* \* \*

2. This First Amendment to Agreement amends, modifies and supplements the Agreement effective January 1, 2020 only as specifically set forth herein. All rights and obligations of Strongsville and Brook Park under the Agreement and all other provisions not specifically amended herein remain unmodified and in full force and effect.

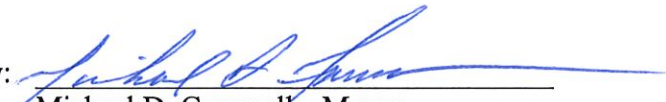
3. This First Amendment to Agreement shall be binding upon Strongsville and Brook Park and their respective successors and assigns.

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

Signed in the presence of:

  
\_\_\_\_\_

**CITY OF BROOK PARK**  
("Brook Park")

By:   
\_\_\_\_\_ Michael D. Gammella, Mayor

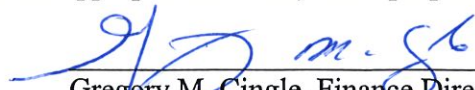
**CITY OF STRONGSVILLE**  
("Strongsville")

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

**CERTIFICATE OF FINANCE DIRECTOR**

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

12-26-19  
Date

  
\_\_\_\_\_ Gregory M. Cingle, Finance Director,  
City of Brook Park

**CERTIFICATE OF LAW DIRECTOR FOR THE  
CITY OF BROOK PARK**

I have hereby reviewed and approved the form of the foregoing Amendment to Agreement this 20<sup>th</sup> day of December, 2019.



\_\_\_\_\_

Carol Dillon Horvath, Law Director

**CERTIFICATE OF LAW DIRECTOR FOR THE  
CITY OF STRONGSVILLE**

I have hereby reviewed and approved the form of the foregoing Amendment to Agreement this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_

Neal M. Jamison, Law Director

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2020 – 004

By: Mayor Perciak and All Members of Council

**AN ORDINANCE APPROVING AND AUTHORIZING AN AGREEMENT WITH CUYAHOGA COUNTY AND THE CUYAHOGA COUNTY JUVENILE COURT IN CONNECTION WITH A COMMUNITY DIVERSION PROGRAM TO ADDRESS JUVENILE MISDEMEANOR AND STATUS OFFENDERS IN THE CITY OF STRONGSVILLE FOR THE YEAR 2020, AND DECLARING AN EMERGENCY.**

WHEREAS, Ohio Revised Code Chapter 2151 and the Rules of Juvenile Procedure provide general authority for the Cuyahoga County Juvenile Court to establish legal mechanisms to divert complaints before they are filed for formal court action, while protecting the constitutional due process rights of accused juveniles; and

WHEREAS, Ohio Revised Code Section 2152.73 also specifically permits the Cuyahoga County Juvenile Court to participate with other public agencies in programs which have as their objective the prevention and control of juvenile delinquency; and

WHEREAS, the Cuyahoga County Juvenile Court has developed a Community Diversion Program to address juvenile misdemeanor and status offenders, in order to divert youths who are juvenile offenders involving misdemeanor and status offenses from formal court action and to utilize community resources to ameliorate such situations; and

WHEREAS, the Cuyahoga County Juvenile Court developed and implemented such Community Diversion Program for misdemeanor and status offense complaints against juveniles in the City of Strongsville for offenses that are committed elsewhere by Strongsville residents; and

WHEREAS, since approximately 2002, this Council, through prior Ordinances, has previously authorized agreements with the Cuyahoga County Juvenile Court for such purpose and to implement such a program; and

WHEREAS, this Council, therefore, desires to once again enter into an agreement with Cuyahoga County and the Cuyahoga County Juvenile Court, for the term of March 1, 2020 through December 31, 2020, to assist the City in addressing juvenile misdemeanor and status offenses, and to request financial assistance thereunder.

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 to enter into an Agreement with **CUYAHOGA COUNTY** and the **CUYAHOGA COUNTY JUVENILE COURT** to assist the City in addressing juvenile misdemeanor and status offenses and to request financial assistance in connection with a Community Diversion Program established by the Cuyahoga County Juvenile Court, for the term of March 1, 2020 through December 31, 2020, a copy of which is attached hereto as Exhibit "1" and incorporated herein by reference, which is in all respects hereby approved.

**CITY OF STRONGSVILLE, OHIO**  
**ORDINANCE NO. 2020 – 004**  
**Page 2**

**Section 2.** That funds received from the Cuyahoga County Juvenile Court in connection with the Community Diversion Program shall be placed into the Community Diversion Program Fund; and any local funds necessary to carry out the Community Diversion Program shall be paid from such fund, known as Special Revenue Fund No. 222.

**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, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to continue to participate with the Cuyahoga County Juvenile Court in the Community Diversion Program to assist the City in dealing with juvenile misdemeanor and status offenses, 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.

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

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

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

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

ORD. No. 2020-004 Amended: \_\_\_\_\_  
 1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

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

**CUYAHOGA COUNTY  
COURT OF COMMON PLEAS, JUVENILE COURT DIVISION  
COMMUNITY DIVERSION PROGRAM  
CITY OF STRONGSVILLE  
AGREEMENT**

THIS AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2019 by and between the County of Cuyahoga, Ohio (hereinafter called the "COUNTY"), the Cuyahoga County Court of Common Pleas, Juvenile Court Division (hereinafter called the "COURT") and the **City of Strongsville**, a government entity, with principal offices located at 16099 Foltz Parkway, Strongsville, Ohio 44149 (hereinafter called the "VENDOR").

WITNESSETH THAT:

WHEREAS, the COURT desires to engage the VENDOR'S services to develop and implement the Community Diversion Program (hereinafter called the "CDP"), or utilize another COURT-approved CDP to hear status, misdemeanor, or felony offense complaints that occur in the **City of Strongsville** or are committed elsewhere by **Strongsville** residents and the VENDOR can provide these services from March 1, 2020 to December 31, 2020.

NOW THEREFORE, the parties hereto do mutually agree as follows:

- I. TARGET POPULATION - The youth referred to the project shall be males and females, ages ten (10) to seventeen (17). These youth shall be residents of Cuyahoga County referred by the COURT'S Intervention Center Staff (hereinafter called the "YOUTH").
- II. DESCRIPTION OF SERVICES - The CDP shall implement effective diversion services with a focus on rehabilitation and accountability versus deterrence-based sanctions. Effective diversion services are responsive to preserving protective and prosocial factors for YOUTH. Diversion Techniques that have been proven through research to be ineffective or harmful to adolescent development such as scared straight, boot camps, prison site visits or other intimidation or punitive techniques are not permitted types of programming.
  - A. The VENDOR shall utilize funds to support CDP activities only. Such allowable expenditures include the following:
    1. Specialized diversion groups/services may include:
      - i. Online diversion program expense(s) provided under the supervision of the CDP;
      - ii. Skills building groups;
      - iii. Restorative Justice Programs; and
      - iv. Truancy Prevention/Intervention Programs.
    2. Reimbursement to staff time while engaging in CDP youth activities, such as:
      - i. Community Service;
      - ii. Hearings/family meeting;
      - iii. Family group conferencing;
      - iv. Mentoring youth;
      - v. Face to face follow up; and

vi. Phone call check in with youth, family, or community provider.

- B. The following items are excluded from allowable reimbursement activities:
1. Gift cards, cash or cash equivalents for volunteers, CDP staff, or contracted staff;
  2. Travel expenses or conference attendance; and
  3. Furniture or Office Equipment (eg: computers, printers, laptop, cell phones).

III. BUDGET - Funding for this AGREEMENT is contingent upon the availability of funds and shall not exceed newly allocated amount of **\$15,141.32** with the additional carryover from previous contract years for the term of the AGREEMENT. Funding allocation is based upon internal Court reports of percentage of overall youth served by each Community Diversion Program. Funds are allocated based upon the percent of youth served in previous two (2) consecutive calendar years. All funds disbursed to the VENDOR from the COURT shall be monitored by the COURT via monthly invoices submitted to the COURT's Fiscal Department. Upon depletion of the carryover funds, the AGENCY shall receive monthly stipends not to exceed **\$1,261.78** per month for services rendered. Failure to provide adequate or substantial verification of receipt and expenditure of funds shall result in the COURT discontinuing funding. Should the COURT discontinue funding, the VENDOR must reimburse all remaining funds for which substantial documentation of receipt or expenditure cannot be produced. If allocated funding is not spent at the end of this AGREEMENT, the VENDOR will return the funding to the COURT.

- A. VENDORS who maintain a balance of monies from prior contracts with the COURT (as calculated by the COURT pursuant to the COURT's audit practices) shall utilize all carryover monies prior to requesting payment of new funds. New funds will not be issued by the COURT until all carryover monies are exhausted and accounted for via the monthly invoice process for approved CDP expenditures of the current contract.
- B. Both carryover monies and any additional funds paid through this CONTRACT may only be spent on the above-described activities.
- C. VENDORS that charge fees to participants may not reject a youth's participation in the program merely based upon inability to pay. Any fee charged may not exceed the VENDOR's actual cost of the program.
- D. The amount of new funds paid to the VENDOR will not exceed the allocated funds for the current contractual period.
- E. VENDORS shall invoice the COURT for all programmatic activities, whether for new funding or spending of carryover monies.
- F. The VENDOR shall return any residual and unspent new funds that exceed 10% of the allocated amount at the end of the contractual period. The funds shall be returned no later than thirty (30) days after the expiration of the current contract.
- G. The VENDOR is subject to verification of funding by the COURT and shall maintain accurate records of the following:
  - i. Name and case number of youth served;
  - ii. Contact type;
    - a. Face to face
    - b. Phone call

c. Letter/mail notification

- iii. Specific Diversion Service provided; and
- iv. Total number of hours spent with diversion service.

- H. The VENDOR shall submit monthly invoices to the COURT's Fiscal Department. The VENDOR shall utilize the attached invoice sheet which details all activities for youth. Failure to do so by the tenth of each month may result in non-reimbursement by the COURT and potential termination of the contract.
- I. Incurring Costs: The COURT shall not be responsible for any cost incurred by the VENDOR prior to the commencement and subsequent to the termination of this AGREEMENT. However, if the effective date of this contract is after 1/1/2020, VENDOR may, with prior court authorization, submit an invoice for the month(s) prior to contract execution.
- J. The VENDOR shall provide any data or reports requested by the COURT in a timely manner in preparations and at the time of the yearly audit.
- K. All invoices shall include the VENDOR'S name, program name, address, phone, invoice number, federal tax ID number, VENDOR number and month on it. All invoices must be signed and dated for verification by the VENDOR.
- L. Additional or corrected invoicing for services beyond the previous month must be requested separately in writing describing the reasons for the additional billing along with specific supporting documentation to substantiate the requested claim. Under no circumstance will the COURT accept or process any initial invoices received after sixty (60) days following the end of the month that the service was provided in. For example, if the service was provided within January, then the 60 day period expires on March 31.
- M. Invoice Review: The COURT shall review invoices for completeness before making payment. The invoices submitted are subject to adjustment for computational or processing errors, incorrect rates, non-covered services and to audit by the COURT.
- N. Payment: The COURT shall review invoices for completeness and accuracy before processing for payment. The invoices submitted are subject to adjustment for computational or processing errors, incorrect rates, non-covered services and to audit by the COURT. Incomplete invoices shall be returned for correction. Original "wet" signatures are required on all invoices submitted. Please submit invoices to the following address:

Juvenile Court, 4th Floor Fiscal  
9300 Quincy Avenue, Cleveland, Ohio 44106



IV. OPERATIONAL DETAILS

- A. Service Site: All services shall be provided at a mutually agreed upon site.
- B. Contact Person:

<b>Vendor Programmatic Contact</b>		<b>Court Programmatic Contact</b>	
Marie McManus		Bridget Gibbons	
16099 Foltz Parkway		9300 Quincy Avenue	
Strongsville, Ohio 44149		Cleveland, Ohio 44106	
<a href="mailto:marie.mcmanus@strongsville.org">marie.mcmanus@strongsville.org</a>		<a href="mailto:bgibbons@cuyahogacounty.us">bgibbons@cuyahogacounty.us</a>	
<b>Vendor Fiscal Contact</b>		<b>Court Fiscal Contact</b>	
Name		Sarah Baker	
Address		9300 Quincy Avenue	
CSZ		Cleveland, Ohio 44106	
E-mail		<a href="mailto:sbaker@cuyahogacounty.us">sbaker@cuyahogacounty.us</a>	

V. OBJECTIVES

**Performance Objectives**

1. 70% of YOUTH served during the CONTRACT period will successfully complete the program without referral to COURT for official COURT Processing.
2. 80% of YOUTH referred will be engaged in services.
3. 90% of YOUTH engaged in services will complete services within targeted timeframe of 90 days.

**Performance Indicators**

1. Number of YOUTH successfully terminated from program divided by the number of YOUTH referred to the program during the contract period.
2. Number of youth engaged divided by number of YOUTH referred.
3. Number of YOUTH completing services within 90 days divided by Number of YOUTH engaged in services

- VI. RETENTION OF ACCOUNTING AND REPORTING PROCEDURES - The VENDOR shall maintain and preserve all fiscal and programmatic records, books, documents and papers that pertain to the performance of this AGREEMENT. VENDOR shall maintain a ledger that specifies funds received from the COURT for this CONTRACT. Any other funds, such as fee payments, fines, or any other fees for services must be accounted for separately from the funds for the operational services for the Community Diversion Program. Such records shall be subject to inspection, review and audit by COURT personnel. The VENDOR shall maintain the aforementioned records for at least five (5) years following the termination of this AGREEMENT or longer period, as may be required by the applicable records retention schedule.

- VII. PROFESSIONALLY WRITTEN RECORDS - All correspondence and reports to the COURT shall be computer-generated and shall appear professional, with the VENDOR'S name, address, and contact information included.
- VIII. ON SITE VISITS - The COURT shall be allowed to access, review and discuss activities and records and shall be allowed to interview individual youth, family, and/or VENDOR'S staff that are served or paid in whole or in part under this AGREEMENT.
- IX. BUILDING CODES-SAFETY ORDINANCES - If applicable, all buildings, offices and facilities utilized by the program where the YOUTH shall be present shall conform to and abide by all Federal, State, County and City building codes and safety ordinances. Documentation of such shall be presented to the COURT upon request.
- X. INSURANCE - The VENDOR shall procure, maintain and pay premiums for the insurance coverage and limits of liability indicated below with respect to products, services, work and/or operations performed in connection with this AGREEMENT.
1. Municipality's Insurance Requirements: Municipality shall carry and continuously maintain throughout the Term of this Agreement, at its sole cost and expense and in the amounts specified, the following types of insurance:
- (a) **Worker's Compensation Insurance** if and to the extent required by the State of Ohio to protect Municipality's employees. Such insurance requirement may be met by either purchasing coverage from the Ohio State Insurance Fund or by maintaining Qualified Self-Insurer status as granted by the Ohio Bureau of Workers Compensation (BWC). Such insurance shall be written on the National Council on Compensation Insurance (NCCI) form or its equivalent.
  - (b) **Commercial General Liability** insurance with limits of liability not less than:
    - \$1,000,000 each occurrence bodily injury & property damage;
    - \$1,000,000 personal & advertising injury;
    - \$2,000,000 general aggregate; and
    - \$2,000,000 products/completed operations aggregate.

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

2. Insurance Coverage Terms and Conditions
- a. The insurance policies of the Municipality required for this Agreement, shall:
    - i. Name the "County of Cuyahoga, Ohio and its employees" as an Additional Insured. This does not apply to Workers Compensation.
    - ii. Contain a waiver of subrogation provision wherein the insurer(s) waives all rights of recovery against the County.
      - 1. Be primary and not in excess or contingent on any other basis;

2. The Certificates of Insurance evidencing these coverages shall contain the following additional insured and waiver of subrogation language where applicable:
  - a. "Cuyahoga County and its employees are additional insureds for purposes of commercial general liability"; and/or
  - b. "Waiver of subrogation in favor of the County."
- b. The insurance required for this Agreement shall be provided by insurance carrier(s) licensed to transact business and write insurance in the state(s) where operations are performed and shall carry a minimum A.M. Best's rating of A-VII or above.
- c. The terms of this Agreement shall be controlling and shall not be limited by any insurance policy provision.
- d. These insurance provisions shall not affect or limit the liability of the Municipality stated elsewhere in this Agreement or as provided by law.
- e. The Municipality shall require any and all of its subcontractors to procure, maintain, and pay premiums for the insurance coverages and limits of liability outlined above with respect to services, work and/or operations performed in connection with this Agreement.
- f. Where coverages are made on a claims made basis the claims-made retroactive date on the policy shall be prior to the commencement of activity related to this Agreement.
- g. Municipality shall submit certificates of insurance evidencing the existence and amounts of insurance as required hereunder. Acceptance of a non-conforming certificate of insurance by the County shall not constitute a waiver of any rights of the parties under this Agreement.
- h. To the extent that Municipality is self-insured for claims related to personal injury, death and/or property damage which may occur during the course of rendering services under this Agreement, Municipality shall provide proof of its self-insured status.

XI. ANTI-DISCRIMINATION – The County will follow its policies of non-discrimination. VENDOR hereby agrees that in all matters pertaining to the employment of labor, skilled or unskilled, in the performance of this AGREEMENT, the VENDOR shall at all times conduct its business in a manner that assures there shall be no discrimination exercised against any person because of race, color, national origin, religion, age, handicap, veteran status or any factor as specified in the Civil Rights Act of 1964 and subsequent amendments. It is further agreed that the VENDOR shall fully comply with all appropriate Federal and State laws regarding such regulations including the Americans

with Disabilities Act.

- XII. ASSIGNABILITY - None of the work or services covered by this AGREEMENT shall be subcontracted without the prior written approval of the COURT.
- XIII. RELIGIOUS AFFILIATIONS - Religious programs/programming if offered shall be voluntary and non-denominational. Non-participation by YOUTH shall not result in any penalty.
- XIV. CONFIDENTIALITY - The parties will comply with all laws regarding confidentiality including, but not limited to, R.C. 2151.421, R.C. 5153.17 and, as applicable, R.C. 5101.131. In addition, products of mediation, mediators' notes, mediation records and mediation communications are confidential and subject to the restrictions set forth in O.R.C. 2317.02, O.R.C. 2317.023, and O.R.C. 3109.052. Authorized COURT representatives shall be allowed reasonable access to VENDOR'S records for review of activities that pertain to the performance of this AGREEMENT, and to interview individual participants served and/or VENDOR staff paid under this AGREEMENT only after permission is obtained from the affected mediation participants and suitable written assurances of confidentiality are given to the VENDOR. This does not authorize a jurist, public defender, prosecutor, COURT employee, or State of Ohio employee to obtain information about a specific mediation in contravention of the specified statutes. The VENDOR shall comply with the provisions of the Privacy Act of 1974 and instruct its employees to use the same degree of care as it uses with its own data to keep confidential information concerning client data, the business of the COURT, its financial affairs, its relations with its citizens and its employees as well as any other information which may be specifically classified as confidential by the COURT. Client related information is highly confidential. All Federal and State regulations and statutes related to confidentiality shall be applicable to the VENDOR and it shall have an appropriate contract with its employees to that effect.
- XV. LICENSURE - The VENDOR shall have the appropriate license(s) or certification(s) necessary to provide the services of this AGREEMENT. The VENDOR shall also immediately notify the COURT of any change in licensure status affected by the certifying authority.
- XVI. AMENDMENT - This AGREEMENT constitutes the entire agreement of the parties in the subject matter hereof and may not be changed, modified, discharged or extended except by written agreement executed by the COURT and the VENDOR. The VENDOR agrees that no representation or warranties shall be binding upon the COURT unless expressed in writing herein or in a duly executed amendment hereof.
- XVII. TERMINATION - This AGREEMENT may be terminated by the COURT or the VENDOR upon thirty (30) days prior written notice to the VENDOR. Termination pursuant to this paragraph shall not affect the COURT'S obligation to pay the VENDOR pursuant to the Budget Section of this AGREEMENT for services performed and expenses incurred prior to termination.

- XVIII. BREACH OF AGREEMENT REMEDIES - Upon breach or default of any of the provisions, obligations or duties embodied in this AGREEMENT, the parties may exercise any administrative, contractual, equitable, or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and the parties retain the right to exercise all remedies hereinabove mentioned. If the VENDOR fails to perform an obligation or obligations under this AGREEMENT and thereafter such failure(s) is (are) waived by the COURT, such waiver is limited to the particular failure(s) so waived and shall not be deemed to waive other failures hereunder. Waiver by the COURT is not effective unless it is in writing and signed by the COURT.
- XIX. SERVICE CONTINUITY - In the event that the funding for the CDP is not renewed, the VENDOR shall develop a plan for cases still receiving mediation services at the end of the AGREEMENT period and submit to the COURT.
- XX. ETHICS REQUIREMENTS - The VENDOR shall comply with all County ethics as well as all requirements within the provisions set forth in State of Ohio, Office of the Governor, Executive Order 2007-01S which establishes new ethics requirements.
- XXI. FINDINGS FOR RECOVERY - The VENDOR represents and warrants that it is not subject to an "unresolved" finding for recovery under Ohio Revised Code Section 9.24.
- XXII. CRIMINAL RECORDS CHECK - The VENDOR shall comply with the provisions as specified in the Ohio Revised Code 109.572 regarding criminal records checks for prospective employees and volunteers. The COURT shall receive upon request verification of police checks, reference checks and confirmation of educational requirements for all employees and volunteers of the VENDOR assigned to this program.
- XXIII. PUBLIC RECORDS - All parties hereto acknowledge that the COUNTY is a political subdivision in the State of Ohio and as such is subject the Ohio Revised Code and other law related to the keeping and access to Public Records, including any and all applicable Sunshine Laws, open meeting requirements, and retention schedules effecting any and all manner of communication with the COUNTY and any and all documents in any format or media.
- XXIV. GOVERNING LAW AND JURISDICTION - This AGREEMENT shall be governed by and construed under the laws of the State of Ohio without regard to conflicts of law provisions. The parties agree that the state and federal courts sitting in Ohio will have exclusive jurisdiction over any claim arising out of this AGREEMENT, and each party consents to the exclusive jurisdiction of such courts. The VENDORS hereby agree not to challenge any provision in this AGREEMENT, including this Governing Law and Jurisdiction provision, and not to attempt to remove any legal action outside of Cuyahoga County for any reason.
- XXV. This AGREEMENT has been properly authorized pursuant to the required provisions of any and all charter provisions, ordinances, resolutions and regulations of COUNTY and

the VENDOR. The individuals signing on behalf of the parties to this AGREEMENT are authorized to execute this AGREEMENT on behalf of the COURT and the COUNTY and the VENDORS.

XXVI. ELECTRONIC SIGNATURES - By entering into this AGREEMENT, the VENDOR agrees on behalf of the contracting business entity, its officers, employees, subcontractors, subgrantees, agents or assigns, to conduct this transaction by electronic means by agreeing that all documents requiring county signatures may be executed by electronic means and that the electronic signatures affixed by the COUNTY to said documents shall have the same legal effect as if the signature was manually affixed to a paper version of the document. The VENDOR also agrees on behalf of the aforementioned entities and persons to be bound by the provisions of chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of Cuyahoga County.

IN WITNESS WHEREOF, the COUNTY, the COURT and the VENDOR have executed this AGREEMENT as of the date first above written.

City of Strongsville

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

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

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

Date \_\_\_\_\_

Cuyahoga County Juvenile Court

By: \_\_\_\_\_  
Terease Z. Neff, Court Administrator

Cuyahoga County, Ohio

By: \_\_\_\_\_  
Armond Budish, County Executive

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2020 – 005

By: Mayor Perciak and All Members of Council

**AN ORDINANCE AUTHORIZING THE SALE BY INTERNET AUCTION, OF CERTAIN OBSOLETE PROPERTY NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE BY THE CITY'S SERVICE DEPARTMENT, AND DECLARING AN EMERGENCY.**

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

**Section 1.** That this Council finds that the Service Department of the City of Strongsville is in possession of certain equipment and materials, which are obsolete, surplus, have little monetary value, and are no longer needed for any municipal purpose, as more particularly described in Exhibit "A", a copy of which is attached hereto and incorporated herein by reference, and further finds, therefore, that it will be in the best interest of the City that such property be sold by public internet auction through GovDeals.

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

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

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

**Section 5.** That the net proceeds of the operation of this Ordinance shall be deposited into the Street Construction, Maintenance & Repair Fund; and any funds required for the purposes of this Ordinance have been appropriated and shall be paid from the Street, Construction, Maintenance & Repair Fund.

**Section 6.** That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.



CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2020 – 005

Section 7. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that the immediate sale of such obsolete and unneeded municipal property is necessary in order to provide necessary storage space for the Service Department, to enable the Department to replace obsolete equipment, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

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

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

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

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

ORD. No. 2020-005 Amended: \_\_\_\_\_  
1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

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

<u>Serial /VIN#</u>	<u>Description</u>
QV-8000	Echo Vent Saw (2)
TS-350	Stihl Chop Saw
N/A	Meyer Snow Plows (4)
N/A	Western Snow Plows (3)
1001831	Honda Snow Blower
1I178B10592	Cub Cadet Snow Blower
1J066B30510	Troy Bilt Snow Blower
N/A	Oil Caddy
N/A	Transmission Jack
N/A	English Wheel
N/A	Planishing Hammer
N/A	Lot of small engines
N/A	truck service ramps (2)

**EXHIBIT A**

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2020 – 006

By: Mayor Perciak and All Members of Council

**AN ORDINANCE AUTHORIZING THE DISPOSAL OF DEPARTMENT OF PUBLIC SERVICE EQUIPMENT NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE, AND DECLARING AN EMERGENCY.**

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

**Section 1.** That this Council finds that the City of Strongsville has certain equipment, which is surplus, has no monetary value and is no longer needed for any municipal purpose; and further finds that it would be in the best interest of the City to dispose of such equipment. Said equipment is more fully set forth in Exhibit "A," attached hereto and incorporated herein by reference.

**Section 2.** That, pursuant to Article IV, Section 3(e) of the City Charter, the Director of Finance be and is hereby authorized to dispose of such obsolete equipment identified in Exhibit "A" through Reed's Salvage Corp., and to perform all acts required in furtherance thereof.

**Section 3.** That the net proceeds of the operation of this Ordinance shall be deposited into the Street Construction, Maintenance & Repair Fund; and any funds required for the purposes of this Ordinance have been appropriated and shall be paid from the Street, Construction, Maintenance & Repair 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 the immediate disposal of such obsolete and surplus equipment is necessary in order to provide needed storage space for the Department of Public Service, 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: \_\_\_\_\_

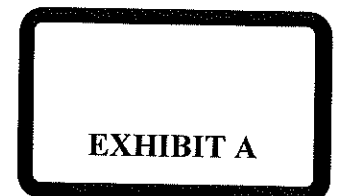
CITY OF STRONGSVILLE, OHIO  
ORDINANCE NO. 2020 - 006  
Page 2

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

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

ORD. No. 2020-006. Amended: \_\_\_\_\_  
1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

<u>Serial /VIN#</u>	<u>Description</u>	<u>CITY ID#</u>
HPV652132	Semi Trailer	01D
1H2V02817EE007446	Semi Trailer	C-2
N/A	Truck Rear Differential	N/A



CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2020 – 007

By: Mayor Perciak and All Members of Council

A RESOLUTION GRANTING PERMISSION TO REPURCHASE A CERTAIN CERTIFICATE FOR BURIAL RIGHTS IN THE STRONGSVILLE MUNICIPAL CEMETERY. [Borsuk]

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

Section 1. That pursuant to Codified Ordinance Section 1060.09, this Council hereby authorizes the repurchase of a certificate for burial rights in the Strongsville Municipal Cemetery for Graves E and G, in Lot 81 of Section F, from Mariya Borsuk (and the Estate of Yuriy Borsuk, deceased), by the City of Strongsville at the same price that was originally paid therefor.

Section 2. That the funds for the repurchase of said certificate have been appropriated and shall be paid 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 Resolution were adopted in an open meeting of this Council; and that all deliberations of the Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 4. That this Resolution shall take effect and be in force 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	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

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

RES.  
ORD. No. 2020-007. Amended: \_\_\_\_\_  
1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

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

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2020 – 008

By: Mayor Perciak and All Members of Council

A RESOLUTION CORRECTING THE RECORD FOR CERTAIN CERTIFICATES FOR BURIAL RIGHTS IN THE STRONGSVILLE MUNICIPAL CEMETERY. [Tedrahn]

WHEREAS, in Resolution No. 2005-13, City Council authorized the repurchase of a certificate for burial rights in the Strongsville Cemetery for Grave G, in Lot 127 of Section E, from Albert G. Tedrahn by the City of Strongsville; and

WHEREAS, a recent review of the Strongsville Cemetery records has revealed that the City of Strongsville should have repurchased Grave E, in Lot 127 of Section E, from Albert G. Tedrahn, instead of Grave G.

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

Section 1. That pursuant to Sections 1060.04 and 1060.09 of the Strongsville Codified Ordinances, and in order to correct and adjust certain Strongsville Cemetery records regarding the repurchase of certain certificates of burial rights, this Council hereby authorizes the Sexton to correct said records to show that in 2005, the City of Strongsville repurchased Grave E, in Lot 127 of Section E, from Albert G. Tedrahn.

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 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 3. That this Resolution shall take effect and be in force from and after the earliest period allowed by law.

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

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

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

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

RES. ORD. No. 2020-008 Amended: \_\_\_\_\_

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

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

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

\_\_\_\_\_

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

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