

City of Strongsville

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

April 16, 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, April 20, 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 7:45 p.m. All committees listed will meet immediately following the previous committee:

7:45 P.M. Planning, Zoning & Engineering will meet to discuss Ordinance Nos. 2020-064, 2020-065 and 2020-066.

Public Service & Conservation Committee will meet to discuss Ordinance Nos. 2020-067, 2020-068 and 2020-069.

Public Service & Health Committee will meet to discuss Ordinance No. 2020-070.

Finance Committee will meet to discuss Resolution No. 2020-062.

8:00 P.M. Regular Council Meeting

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

BY ORDER OF THE COUNCIL:

Aimee Pientka, MMC
Clerk of Council

STRONGSVILLE CITY COUNCIL REGULAR MEETING

MONDAY, APRIL 20 2020 AT 8:00 P.M.

Mike Kalinich Sr. City Council Chamber
18688 Royalton Road, Strongsville, Ohio

AGENDA

1. CALL TO ORDER:
2. PLEDGE OF ALLEGIANCE:
3. CERTIFICATION OF POSTING:
4. ROLL CALL:
5. COMMENTS ON MINUTES:
 - *Council Meeting – April 6, 2020*
6. APPOINTMENTS, CONFIRMATIONS, AWARDS AND RECOGNITION:
7. REPORTS OF COUNCIL COMMITTEE:
 - SCHOOL BOARD – Mr. Carbone:
 - SOUTHWEST GENERAL HEALTH SYSTEM – Mr. Short:
 - BUILDING AND UTILITIES – Mr. DeMio:
 - COMMUNICATIONS AND TECHNOLOGY – Ms. Roff:
 - ECONOMIC DEVELOPMENT – Mr. Carbone:
 - FINANCE – Mr. DeMio:
 - PLANNING, ZONING AND ENGINEERING – Mr. Schonhut:
 - PUBLIC SAFETY AND HEALTH – Mr. Short:
 - PUBLIC SERVICE AND CONSERVATION – Mr. Kaminski:
 - RECREATION AND COMMUNITY SERVICES – Ms. Kosek:
 - COMMITTEE-OF-THE-WHOLE – Mr. Schonhut:
8. REPORTS AND COMMUNICATIONS FROM THE MAYOR, DIRECTORS OF DEPARTMENTS AND OTHER OFFICERS:
 - MAYOR PERCIAK:
 - FINANCE DEPARTMENT:
 - LAW DEPARTMENT:
9. AUDIENCE PARTICIPATION:

10. ORDINANCES AND RESOLUTIONS:

- Resolution No. 2020-062 by Mayor Perciak and All Members of Council. A RESOLUTION ADOPTING ALTERNATIVE TAX BUDGET INFORMATION FOR THE CITY OF STRONGSVILLE, OHIO FOR FISCAL YEAR 2021, AND DECLARING AN EMERGENCY. First reading 04/06/20.
- Ordinance No. 2020-064 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A MODIFICATION TO THE PROFESSIONAL ENGINEERING SERVICES CONTRACT BETWEEN THE CITY OF STRONGSVILLE AND EUTHENICS, INC., IN CONNECTION WITH THE REPAIR AND REPLACEMENT OF THE CULVERT AND APPURTENANCES UNDER THE GREENS OF STRONGSVILLE, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.
- Ordinance No. 2020-065 by Mayor Perciak and All Members of Council. AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE LOCATED AT 21600 ROYALTON ROAD, IN THE CITY OF STRONGSVILLE FROM GI (GENERAL INDUSTRIAL) CLASSIFICATION TO SR-1 (SENIOR RESIDENCE) CLASSIFICATION (PPN 392-14-003), AND DECLARING AN EMERGENCY.
- Ordinance No. 2020-066 by Mayor Perciak and All Members of Council. AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE LOCATED AT ROYALTON ROAD AND WEBSTER ROAD, IN THE CITY OF STRONGSVILLE FROM PF (PUBLIC FACILITIES) CLASSIFICATION TO R1-75 (ONE FAMILY 75) CLASSIFICATION (PART OF PPN 398-28-007); AND FROM PF (PUBLIC FACILITIES) CLASSIFICATION TO LB (LOCAL BUSINESS) CLASSIFICATION (PART OF PPN 398-28-009), AND DECLARING AN EMERGENCY.
- Ordinance No. 2020-067 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR IMPROVEMENTS TO VARIOUS STREETS IN THE CITY OF STRONGSVILLE IN CONNECTION WITH THE 2020 PAVEMENT RECONSTRUCTION PROGRAM, AND DECLARING AN EMERGENCY.
- Ordinance No. 2020-068 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE PURCHASE OF GENERAL PAVEMENT SERVICES FOR 2020 FOR USE BY THE SERVICE DEPARTMENT OF THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Ordinance No. 2020-069 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. 2020-070 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A STATE OF OHIO ADMINISTRATIVE SERVICES CONTRACT FOR THE PURCHASE OF ONE (1) NEW 2020 FREIGHTLINER M2 BRAUN SUPER CHIEF AMBULANCE REMOUNT UNIT WITH RELATED VEHICLE MODIFICATIONS AND APPURTENANCES FOR USE BY THE FIRE DEPARTMENT, AND DECLARING AN EMERGENCY.

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

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2020 – 062

By: Mayor Perciak and All Members of Council

A RESOLUTION ADOPTING ALTERNATIVE TAX BUDGET INFORMATION FOR THE CITY OF STRONGSVILLE, OHIO FOR FISCAL YEAR 2021, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Section 5705.281 of the Ohio Revised Code, the Cuyahoga County Budget Commission has waived the requirement that the City of Strongsville adopt a tax budget as provided under Sections 5705.28 and 5705.30 of the Revised Code, and has required the City of Strongsville to provide alternative tax budget information in order for the Commission to perform its duties under law; and

WHEREAS, the Mayor and Director of Finance, therefore, have prepared alternative tax budget information for the City of Strongsville, Ohio, for the fiscal year beginning January 1, 2021; including a Division of Taxes Levied setting forth levies inside and outside the 10 Mill limitation, inclusive of debt levies; a Statement of Fund Activity; Unvoted General Obligation Debt; Voted Debt Outside of the 10 Mill Limit; and Schedule of Interfund Transfers, all for submission to the Cuyahoga County Budget Commission and Cuyahoga County Fiscal Officer.

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

Section 1. That the alternative tax budget information for the City of Strongsville, Ohio, for the fiscal year commencing January 1, 2021, heretofore prepared by the Mayor of this City and submitted to this Council, a copy of which is attached hereto as Exhibit "A" and made a part hereof as if fully rewritten herein, be and the same is hereby ratified, approved, confirmed and adopted as the official alternative tax budget information of the City of Strongsville for the fiscal year beginning January 1, 2021 and ending December 31, 2021 for submission to the Cuyahoga County Budget Commission and Cuyahoga County Fiscal Officer.

Section 2. That the Clerk of Council be and is hereby authorized and directed to promptly certify and transmit a copy of said alternative tax budget information and a copy of this Resolution to the Cuyahoga County Budget Commission and Cuyahoga County Fiscal Officer.

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

Section 4. That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary in order to comply with all state, county and local requirements concerning tax budgets. Therefore, provided this Resolution receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

CITY OF STRONGSVILLE, OHIO
RESOLUTION NO. 2020 - 062
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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. 2020-062 Amended: _____
1st Rdg. 04-06-20 Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

ALTERNATIVE TAX BUDGET INFORMATION

Political Subdivision/Taxing Unit CITY OF STRONGSVILLE

For the Fiscal Year Commencing January 1, 2021

Fiscal Officer Signature [Signature]

Date April 6, 2020

COUNTY OF CUYAHOGA

Background

Substitute House Bill No. 129 (HB129) effective June 3, 2002, was enacted by the 124th General Assembly in part to allow a county budget commission to waive the requirement that a taxing authority adopt a tax budget for a political subdivision or other taxing unit, pursuant to Ohio Revised Code (ORC) Section 5705.281.

Ohio Revised Code Section 5705.281

Under the amended version of this section pursuant to HB 129, a county budget commission, by an affirmative vote of a majority of the commission, including an affirmative vote by the county auditor, may waive the tax budget for any subdivision or other taxing unit. However, the commission may require the taxing authority to provide any information needed by the commission to perform its duties, including the division of the tax rates as provided under ORC Section 5705.04.

County Budget Commission Duties

The county budget commission must still certify tax rates to each subdivision or other taxing unit, by March 1 for school districts and by September 1 for all other taxing authorities under ORC Section 5705.35, even when a tax budget is waived. Also, the commission is still required to issue an official certificate of estimated resources under ORC Section 5705.35 and amended official certificates of estimated resources under ORC Section 5705.36.

Therefore, when a budget commission is setting tax rates based on a taxing unit's need, for purposes of ORC Sections 5705.32, 5705.34, and 5705.341, its determination must be based on that other information the commission asked the taxing authority to provide under ORC Section 5705.281, when the tax budget was waived. Also, an official certificate must be based on that other information the commission asked the taxing authority to provide.

County Budget Commission Action

On October 11, 2002 during the Cuyahoga County Budget Commission meeting, the commission with an affirmative vote of all members waived the requirement for taxing authorities of subdivisions or other taxing units (Including Schools) to adopt a tax budget as provided under ORC Section 5705.281,

Alternative Tax Budget Information Filing Deadline

For all political subdivisions excluding school districts, the fiscal officer must file one copy of this document with the County Fiscal Officer on or before July 20th. For school districts the fiscal officer must file one copy of this document with the County Fiscal Officer on or before January 20th.

GUIDELINES FOR COMPLETING THE ALTERNATIVE TAX BUDGET INFORMATION

SCHEDULE 1

The general purpose of schedule 1 is to meet the requirement of Ohio Revised Code (ORC) Section 5705.04 which requires the taxing authority of each subdivision to divide the taxes levied into separate levies. For help use the schedule B issued by the budget commission for the current year and add any new levies.

In column 1 list only those individual funds which are requesting general property tax revenue. In column 2 purpose refers to the following terms, inside, current expenses, and special levy for example. In column 4 levy type refers to renewal, additional, and replacement for example. In column 9 identify the amount of general property tax you wish to request.

NOTE:

The general purpose of column 9 is to demonstrate the need to produce property tax revenues to cover the estimated expenditures for the budget year. ORC Section 5705.341 states in part;

"Nothing in this section or any section of the ORC shall permit or require the levying of any rate of taxation, whether within the 10 mill limitation or whether the levy has been approved by the electors, the political subdivision or the charter of a municipal corporation in excess of such 10 mill limitation, unless such rate of taxation for the ensuing fiscal year is clearly required by a budget properly and lawfully, adopted under this chapter or by other information required per ORC 5705.281."

Property tax revenue includes real estate taxes, personal property taxes, homestead and rollback.

SCHEDULE 2

The general purpose of schedule 2 is to produce an Official Certificate of Estimated Resources for all funds. In column 3, total estimated receipts should include all revenues plus transfers in. All taxing authorities, except school districts, must submit a list of all tax transfers.

SCHEDULE 3

The general purpose of schedule 3 is to provide inside/charter millage for debt service. The basic security for payment of general obligation debt is the requirement of the levy of ad valorem property taxes within the 10 mill limitation imposed by Ohio law. Ohio law requires a levy and collection of ad valorem property tax to pay debt service on general obligation debt as it becomes due, unless that debt service is paid from other sources.

SCHEDULE 4

The general purpose of schedule 4 is to provide for the proper amount of millage to cover debt service requirements on voted bond issues. Major capital improvement projects are sometimes financed through the use of voted bonds. The taxing authority seeks voter approval of general obligation bonds and of the levy of property taxes outside the indirect debt limitation in whatever amount is necessary to pay debt service on those bonds.

SCHEDULE 5

The general purpose of schedule 5 is to properly account for tax anticipation notes. See schedule 5 for more details.

City of Strongsville, Cuyahoga County, Ohio
 STATEMENT OF FUND ACTIVITY
 For the Year Ending December 31, 2021

(List All Funds Individually)

Schedule 2

I	II	III	III	IV	V	VI
Fund By Type	Beginning Estimated Unencumbered Fund Balance	Property Taxes and Local Government Fund Revenue	Other Source Receipts	Total Resources Available For Expenditures	Total Estimated Expenditures and Encumbrances	Ending Estimated Unencumbered Balance
General Fund	\$ 10,012,617.48	\$ 1,062,645.00	\$ 38,009,493.00	\$ 49,084,755.48	\$ 38,957,500.00	\$ 10,127,255.48
Special Revenue Fund Group						
Police Pension	\$ 149,728.92	\$ 506,258.00	\$ 900,000.00	\$ 1,555,986.92	\$ 1,480,800.00	\$ 75,186.92
Street Maintenance & Construction	\$ 4,600,059.32	\$ -	\$ 14,950,000.00	\$ 19,550,059.32	\$ 16,005,700.00	\$ 3,544,359.32
State Highway Maintenance	\$ 705,668.86	\$ -	\$ 256,000.00	\$ 961,668.86	\$ 149,600.00	\$ 812,068.86
Motor Vehicle License	\$ 998,525.06	\$ -	\$ 386,500.00	\$ 1,385,025.06	\$ 1,000,000.00	\$ 385,025.06
Emergency Vehicle	\$ 2,811,430.32	\$ -	\$ 1,310,000.00	\$ 4,121,430.32	\$ 2,208,000.00	\$ 1,913,430.32
Fire Levy	\$ 627,566.43	\$ 5,145,894.00	\$ 3,506,400.00	\$ 9,279,860.43	\$ 8,984,700.00	\$ 295,160.43
Fire Pension	\$ 262,520.52	\$ 506,258.00	\$ 1,032,000.00	\$ 1,800,778.52	\$ 1,601,500.00	\$ 199,278.52
Clerk of Court	\$ 118,474.32	\$ -	\$ 25,000.00	\$ 143,474.32	\$ 40,000.00	\$ 103,474.32
Drainage Levy	\$ 272,689.28	\$ 579,119.00	\$ 6,100.00	\$ 857,908.28	\$ 758,000.00	\$ 99,908.28
Multi-Purpose Complex	\$ 942,878.49	\$ -	\$ 5,235,500.00	\$ 6,178,378.49	\$ 5,355,700.00	\$ 822,678.49
SW General Hospital	\$ -	\$ 358,933.00	\$ -	\$ 358,933.00	\$ -	\$ -
Law Enforcement Federal Seizure	\$ 22,802.21	\$ -	\$ 1,000.00	\$ 23,802.21	\$ 7,000.00	\$ 16,802.21
Law Enforcement State Seizure	\$ 77,998.20	\$ -	\$ 3,000.00	\$ 80,998.20	\$ 12,000.00	\$ 68,998.20
Law Enforcement Mandatory Drug Fine	\$ 17,418.57	\$ -	\$ 4,400.00	\$ 21,818.57	\$ 400.00	\$ 21,418.57
Law Enforcement DUI/DWI	\$ 14,567.73	\$ -	\$ 2,000.00	\$ 16,567.73	\$ 10,000.00	\$ 6,567.73
Tree Maintenance	\$ 96,077.97	\$ -	\$ 80,000.00	\$ 176,077.97	\$ 97,000.00	\$ 79,077.97
Community Diversion	\$ 6.67	\$ -	\$ 12,900.00	\$ 12,906.67	\$ 12,900.00	\$ 6.67
Bond Escrow	\$ 591,603.73	\$ -	\$ 700,000.00	\$ 1,291,603.73	\$ 700,000.00	\$ 591,603.73
Earned Benefits	\$ 4,674,424.25	\$ -	\$ -	\$ 4,674,424.25	\$ 455,800.00	\$ 4,218,624.25
Total Special Revenue Funds	\$ 16,984,440.85	\$ 7,096,462.00	\$ 28,410,800.00	\$ 52,491,702.85	\$ 39,238,033.00	\$ 13,253,669.85
Debt Service Fund Group						
General Bond Retirement	\$ 2,996,523.69	\$ 3,877,980.00	\$ 30,000.00	\$ 6,904,503.69	\$ 3,508,900.00	\$ 3,395,603.69
Pearl Road TIF # 1	\$ 716,769.09	\$ -	\$ 1,091,000.00	\$ 1,807,769.09	\$ 1,091,200.00	\$ 716,569.09
Route 82 TIF	\$ 130,327.12	\$ -	\$ 180,100.00	\$ 310,427.12	\$ 209,000.00	\$ 101,427.12
Pearl Road TIF # 2	\$ 119,183.99	\$ -	\$ 71,000.00	\$ 190,183.99	\$ 51,500.00	\$ 138,683.99
Pearl Road TIF # 3	\$ 22,066.39	\$ -	\$ 33,000.00	\$ 55,066.39	\$ 53,000.00	\$ 2,066.39
Westwood Commons TIF	\$ -	\$ -	\$ 36,000.00	\$ 36,000.00	\$ 36,000.00	\$ -
Giant Eagle TIF	\$ 85,796.29	\$ -	\$ 85,500.00	\$ 171,296.29	\$ 103,000.00	\$ 68,296.29
GETGO TIF	\$ 44,184.29	\$ -	\$ 22,000.00	\$ 66,184.29	\$ 41,200.00	\$ 24,984.29
Clover Senior TIF	\$ 78,596.05	\$ -	\$ 111,000.00	\$ 189,596.05	\$ 144,200.00	\$ 45,396.05
Pearl Road TIF # 4	\$ 152,200.00	\$ -	\$ 130,200.00	\$ 282,400.00	\$ 103,000.00	\$ 179,400.00
Cane's/Chase	\$ 16,000.00	\$ -	\$ 16,000.00	\$ 32,000.00	\$ -	\$ 32,000.00
Total Debt Service Funds	\$ 4,361,646.91	\$ 3,877,980.00	\$ 1,805,800.00	\$ 10,045,426.91	\$ 5,341,000.00	\$ 4,704,426.91

City of Strongsville, Cuyahoga County, Ohio
 STATEMENT OF FUND ACTIVITY
 For the Year Ending December 31, 2021

Schedule 2

(List All Funds Individually)

I	II	III	IV	V	VI	
Fund By Type	Beginning Estimated Unencumbered Fund Balance	Property Taxes and Local Government Fund Revenue	Other Source Receipts	Total Resources Available For Expenditures	Total Estimated Expenditures and Encumbrances	Ending Estimated Unencum- bered Balance
Capital Project Fund Group						
Recreation Capital Improvement	\$ 208,840.37	-	\$ 50,500.00	\$ 259,340.37	\$ 75,000.00	\$ 184,340.37
General Capital Improvement	\$ 3,872,940.46	-	\$ 1,771,200.00	\$ 5,644,140.46	\$ 2,025,000.00	\$ 3,619,140.46
TIF Capital Improvement Funds	\$ 2,840,972.57	-	\$ 129,600.00	\$ 2,970,572.57	-	\$ 2,970,572.57
Total Capital Project Funds	\$ 6,922,753.40	-	\$ 1,951,300.00	\$ 8,874,053.40	\$ 2,100,000.00	\$ 6,774,053.40
Enterprise Fund Group						
Sanitary Sewer	\$ 13,717,432.85	-	\$ 8,978,700.00	\$ 22,696,132.85	\$ 14,262,335.00	\$ 8,433,797.85
Internal Service Fund Group						
Health Insurance Reserve	\$ 2,021,686.67	-	\$ 6,439,000.00	\$ 8,460,686.67	\$ 5,939,000.00	\$ 2,521,686.67
Worker's Compensation Reserve	\$ 1,423,163.76	-	\$ 616,500.00	\$ 2,039,663.76	\$ 694,000.00	\$ 1,345,663.76
Total Internal Service Fund Group	\$ 3,444,850.43	-	\$ 7,055,500.00	\$ 10,500,350.43	\$ 6,633,000.00	\$ 3,867,350.43
TOTAL ALL FUNDS	\$ 55,443,741.92	\$ 12,037,087.00	\$ 86,211,593.00	\$ 153,692,421.92	\$ 106,531,868.00	\$ 47,160,553.92

**City of Strongsville, Cuyahoga County, Ohio
Tax Budget**

For the Year Ending December 31, 2021

UNVOTED GENERAL OBLIGATION DEBT

(Include General Obligation Debt To Be Paid From Inside/Charter Millage Only)
(Do Not Include Special Obligation Bonds & Revenue Bonds)

Schedule 3

I	II	III	IV	V	VI
Purpose of Bonds or Notes	Date of Issue	Final Maturity Date	Principal Amount Outstanding At The Beginning Of The Year	Amount Required To Meet Budget Year Principal & Interest Payments	Amount Receivable From Other Sources To Meet Debt Payments
General Purpose Various Improvement Bonds 2011 Issue	6-Sep-11	1-Dec-21	\$1,275,000	\$1,326,000	\$0
General Purpose Various Improvement Bonds 2014 Issue	1-Apr-14	1-Dec-26	\$5,770,000	\$1,095,975	\$0
General Purpose Various Improvement Bonds 2015 Issue	22-Oct-15	1-Dec-26	\$6,740,000	\$223,269	\$0
General Purpose Various Improvement Bonds 2016 Issue	21-Jul-16	1-Dec-34	\$10,450,000	\$693,825	\$0
General Purpose Various Improvement Bonds 2016 Issue (TIF)	21-Jul-16	1-Dec-29	\$4,985,000	\$576,188	\$576,188
Totals			\$29,220,000	\$3,915,257	\$576,188

City of Strongsville, Cuyahoga County, Ohio

Tax Budget

For the Year Ending December 31, 2021

SCHEDULE OF INTERFUND TRANSFERS

Supplemental Schedule

From	Amount	To
Transfers		
General Fund	\$3,700,000	Street Construction, Maintenance & Repair Special Revenue Fund
General Fund	\$3,500,000	Fire Levy Special Revenue Fund
General Fund	\$2,000,000	Multi-Purpose Special Revenue Fund
General Fund	\$900,000	Police Pension Special Revenue Fund
General Fund	\$1,032,000	Fire Pension Special Revenue Fund

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2020 – 064

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A MODIFICATION TO THE PROFESSIONAL ENGINEERING SERVICES CONTRACT BETWEEN THE CITY OF STRONGSVILLE AND EUTHENICS, INC., IN CONNECTION WITH THE REPAIR AND REPLACEMENT OF THE CULVERT AND APPURTENANCES UNDER THE GREENS OF STRONGSVILLE, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Ordinance No. 2019-104, Council authorized the Mayor to enter into a contract with Euthenics, Inc. for Professional Engineering Services for the repair and replacement of the culvert and appurtenances under The Greens of Strongsville (the "Project"); and

WHEREAS, in the original scope and fee proposal submitted by the City's consultant for this Project, there was to be no impact to the existing retaining wall and, therefore, the design of the retaining wall was not part of such original scope of services; and

WHEREAS, the City's Engineer has now recommended that it would be in the City's best interests to include modifications to the scope and cost of the Professional Engineering Services by Euthenics, Inc, which will require the replacement of the existing retaining wall, as well as geotechnical exploration, all as more fully set forth in Exhibit A attached hereto and incorporated herein as if fully rewritten, and to provide additional payment for such modifications to the contract

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

Section 1. That for the aforesaid reasons, this Council finds and determines, as set out in Article V, §5 of the Charter, that there is an immediate and present emergency in the operation of the Engineering Department of the City of Strongsville, in that it is immediately necessary to enter into a contract modification, without public bidding, with **EUTHENICS, INC.**, in order to modify the scope and fee proposal submitted by Euthenics, Inc. for Professional Engineering Services, in order to design and supervise the repair of the existing culvert and construction of the replacement culvert under The Greens of Strongsville, and to replace the existing retaining wall, all in order to protect the health, safety, welfare and property of the City and its residents.

Section 2. That the Mayor be and is hereby authorized and directed to enter into a modification to the Professional Engineering Services contract in the amount of \$28,112.00, as recommended by the City Engineer and requested by the City, reflected in Exhibit A, and to direct the Director of Finance to make payment to **EUTHENICS, INC.**, thereby increasing the total contract cost to \$193,770.00.

Section 3. That the funds necessary for this Ordinance have been appropriated and shall be paid from the Drainage Levy Fund.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2020 – 064
Page 2

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

Section 5. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to provide for modifications to the project and cost proposal for professional engineering services, to facilitate payment to the consultant for additional work requested by the City, to avoid potential legal problems, and conserve public funds. Therefore, provided this Ordinance receives the unanimous vote of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor.

_____ 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. 2020-064 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

An Agreement for the Provision of Limited Professional Services

Design Professional: Euthenics, Inc.		Client: City of Strongsville	
Project No. N/A		Date: March 4, 2020	
Project Name: Greens of Strongsville Culvert			
Location: Greens of Strongsville located on the north side of SR 82			
Scope of Services: Design, Construction Plans and Geotechnical Exploration for a Proposed Drilled Shaft Retaining Wall at the Culvert Outlet. See attached Exhibit 1.			
Fee Arrangement: Lump Sum - \$28,112.00			
Principals	\$ 138/HR	Design Engineer	\$ 97/HR
Structural Engineer	\$ 112/HR	Technicians	\$ 87/HR
Retainer Amounts:			
Special Conditions:			
Offered by:  Signature		Accepted by: (Client): CITY OF STRONGSVILLE By:	
Alan R. Piatak / President Printed name / title		Thomas P. Perciak, Mayor Printed name / title Signature indicates the authority to bind the company to the terms herein	
<u>The terms and conditions on the reverse of this form are part of this Agreement.</u>			

**SCOPE OF WORK, ESTIMATED MANHOUR BREAKDOWN,
AND FEE ESTIMATE - PROPOSED RETAINING WALL AT CULVERT OUTLET**

Part A - Design, Construction Plans, and Geotechnical Exploration for Drilled Shaft Retaining Wall at Culvert Outlet

1. Structural Design and Analysis	=	24	MH
2. Retaining Wall Plan and Profile (1 Sheet)	=	48	MH
3. Structural Notes and Details of Lagging & Drilled Shafts (2 Sheets @ 32 MH/Sheet)	=	64	MH
4. Coordination with Geotech Sub/Supervision	=	8	MH
Total: Part A - Design, Construction Plans, and Geotechnical Exploration for Drilled Shaft Retaining Wall at Culvert Outlet	=	144	MH

FEE PROPOSAL - Part A

Project Manager	24 MH	@ \$	138.00	= \$	3,312
Structural Engineer/Structural Inspector	60 MH	@ \$	112.00	= \$	6,720
Design Engineer	36 MH	@ \$	97.00	= \$	3,492
Technician	24 MH	@ \$	87.00	= \$	2,088
		Subtotal Labor		= \$	15,612
Subconsultant - Geotechnical Exploration (See Attachment A for proposal from Terracon)				=	\$12,500

TOTAL FEE - Part A \$ 28,112

TERMS & CONDITIONS

Fee

The total fee, except stated lump sum, shall be understood to be an estimate, based upon Scope of Service, and shall not be exceeded by more than ten percent, without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered. Reimbursable expenses will include a mark-up of 0%. Any change in scope will be discussed prior to additional services being rendered.

Billings/Payments

Invoices for services and reimbursable expenses shall be submitted, at the Design Professional's option, either upon completion of the services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. A service charge of 1.5% (or the maximum legal rate) per month will be applied to the unpaid balance after 30 days from the invoice date. Design Professional shall have the right to suspend/terminate services if payment is not received within 60 days after the invoice date and the Design Professional shall have no liability for any resultant delays or damages incurred by Client as a result of such suspension/termination. Retainers shall be credited on the final invoice. The Client agrees to pay all costs of collection, including reasonable attorney's fees.

Standard of Care

In providing services under this agreement, the Design Professional will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Design Professional will perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of Design Professional's part of the Project. Regardless of any other term or condition of this Agreement, Design Professional makes no express or implied warranty of any sort. All warranties, including warranty of merchantability or warranty of fitness for a particular purpose, are expressly disclaimed.

Consequential Damages

Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, neither the Client nor the Design Professional shall be liable to the other for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business or income or any other consequential damages that either party may have incurred from any cause of action whatsoever.

Hidden Conditions

A condition is hidden if concealed by existing finishes or structure or is not capable of investigation by reasonable visual observation. If the Design Professional has reason to believe that a condition may exist, the Client shall authorize and pay for all costs associated with the investigation of such a condition. If (1) the Client fails to authorize such investigation after such notification, or (2) the Design Professional has no reason to believe that such a condition exists, the Design Professional shall not be responsible for the existing conditions or any resulting damages or losses resulting therefrom.

Hazardous Materials/Mold

The Design Professional shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form including mold. The Design Professional shall have no responsibility for an existing or constructed building that may, as a result of post-construction, use, maintenance, operation or occupation, contain or be caused to contain mold substances which can present health hazards and result in bodily injury, property damage and/or necessary remedial measures and costs.

Indemnifications

The Client agrees, to the fullest extent permitted by law, to indemnify and hold Design Professional and its subconsultants harmless from and against any and all damage, losses or cost (including reasonable attorneys' fees and defense costs) caused in whole or in part by its acts, errors or omissions and those of anyone for whom they are legally liable. The Design Professional further agrees, subject to Risk Allocation below, to indemnify the Client for damages to the extent arising from its own negligent errors acts or omissions.

Risk Allocation

In recognition of the relative risks and benefits of the Project to both the Client and the Design Professional, the Client agrees, to the fullest extent permitted by law, to limit the Design Professional's total liability to the Client or anyone making claims through the client, for any and all damages or claim expenses (including attorney's fees) arising out of this Agreement, from any and all causes, to the total amount of \$50,000 or the amount of the Design Professional's fee, whichever is greater.

Termination of Services

This agreement may be terminated upon 10 days written notice by either party should the other fail to perform their obligations hereunder. In the event of termination, the Client shall pay the Design Professional for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

Betterment

If a required item or component of the Project is omitted from the Design Professional's documents, the Design Professional shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been included or required in the Design Professional's original documents. In no event will the Design professional be responsible for any costs or expense that provides betterment or upgrades or enhances the value of the Project.

Ownership of Documents

All documents produced by the Design Professional under this agreement, including electronic files, shall remain the property of the Design Professional and may not be used by this Client for any other purpose without the written consent of the Design Professional. Any such use or reuse shall be at the sole risk of Client who shall defend, indemnify and hold the Design Professional and its subconsultants harmless from any and all claims and/or damages arising therefrom. Electronic files are not contract documents and cannot be relied upon as identical to contract documents because of changes or errors induced by translation, transmission, or alterations while under the control of others. Use of information contained in the electronic files is at the user's sole risk and without liability to Design Professional and its subconsultants.

Defects in Service

The Client shall promptly report to the Design Professional any defects or suspected defects in the Design Professional's services. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like agreement. Failure by the Client and the Client's contractors or subcontractors to notify the Design Professional shall relieve the Design Professional of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Construction Activities

The Design Professional shall not be responsible for the acts or omissions of any person performing any construction Work or for instructions given by the Client or its representatives to any one performing any construction Work, nor for construction means and methods or job-site safety.

Dispute Resolution

Any claim or dispute between the Client and the Design Professional shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator. If the Parties cannot agree upon a mediator the claim or dispute shall be submitted to the American Arbitration Association (AAA) for mediation in accordance with the Construction Arbitration and Mediation Rules of the AAA then in effect.

Relationship of the Parties

All services provided by Design Professional are for the sole use and benefit of the Client. Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Design Professional.

Entire of Agreement

This Agreement constitutes the entire agreement between the parties and these Terms & Conditions may only be amended by written agreement by both parties. Should any portion of this Agreement is found to be illegal or enforceable, such portion shall be deleted and the balance shall remain in effect.

Applicable Law The law applicable to this Agreement is the state of the Project location.

October 2017

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2020 – 065

By: Mayor Perciak and All Members of Council

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE LOCATED AT 21600 ROYALTON ROAD, IN THE CITY OF STRONGSVILLE FROM GI (GENERAL INDUSTRIAL) CLASSIFICATION TO SR-1 (SENIOR RESIDENCE) CLASSIFICATION (PPN 392-14-003), AND DECLARING AN EMERGENCY.

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

Section 1. That the Zoning Map of the City of Strongsville, adopted by Section 1250.03 of Title Six, Part Twelve of the Codified Ordinances of Strongsville, be amended to change the zoning classification of certain property located at 21600 Royalton from GI (General Industrial) classification to SR-1 (Senior Residence) classification (PPN 392-14-003), which property is more fully described in Exhibit "A" and as depicted in Exhibit "B," attached hereto and incorporated herein as if fully rewritten.

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

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

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

First reading: _____

Referred to Planning Commission

Second reading: _____

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2020 – 065
Page 2

Third reading: _____

Approved: _____

Public Hearing: _____

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. 2020-065 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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



LEGAL DESCRIPTION

Premises to be rezoned

PPN 392-14-003

21600 Royalton Road

Strongsville, Ohio 44149

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio and known as being part of Original Strongsville Township Lot No. 86, further known as being all of those lands conveyed to Robert Joseph Latawiec by deed recorded in AFN 201508170523 of Cuyahoga County Records, said premises being more particularly bounded and described as follows:

BEGINNING on the current northerly line of Royalton Road (State Route 82), 80 feet wide, at the northeasterly corner of Parcel No. 44-WD conveyed to the City of Strongsville by deed recorded in AFN 200407191146 of Cuyahoga County Records, said point also being the southwesterly corner of Parcel A of a Lot Consolidation Plat recorded in Volume 385 of Maps, Page 20 of Cuyahoga County Records (a 5/8 inch iron pin with "TGC Eng. 7631-8557" ID cap was found distant South 00 degrees 15 minutes 10 seconds East, 0.25 foot from said point);

Course No. 1: Thence South 89 degrees 04 minutes 31 seconds West along the northerly line of said Parcel No. 44-WD, a distance of 300.00 feet to a 5/8 inch iron pin with "C. Dempsey P. S. 6914" ID cap set at the northwesterly corner thereof, said point also being a southeasterly corner of lands conveyed to Omni SLF Strongsville Villas, LLC by deed recorded in AFN 202001090328 of Cuyahoga County Records;

Course No. 2: Thence North 00 degrees 15 minutes 10 seconds West along an easterly line of said Omni SLF Strongsville Villas, LLC lands, a distance of 260.00 feet to an internal corner thereof (a 5/8 inch iron pin was found distant 0.11 foot South and 0.04 foot West of said point);

Course No. 3: Thence North 89 degrees 04 minutes 31 seconds East along a southerly line of said Omni SLF Strongsville Villas, LLC lands, a distance of 300.00 feet to a southeasterly corner thereof, said point being located on a westerly line of Parcel A in the aforementioned Lot Consolidation Plat (a 5/8 inch iron pin was found distant 0.50 foot South and 0.09 foot West of said point);

Course No. 4: Thence South 00 degrees 15 minutes 10 seconds East along the westerly line of said Parcel A, a distance of 260.00 feet to the Place of Beginning and containing 1.7905 Acre (77,994 Square Feet) of land, according to a survey by Christopher J. Dempsey, Professional Land Surveyor No. 6914 of Dempsey Surveying Company on April 7, 2020, being the same more or less but subject to all legal highways and easements of record.

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



**EXHIBIT TO ACCOMPANY LEGAL
DESCRIPTION OF PREMISES
TO BE REZONED**

PPN 392-14-003

**21600 ROYALTON ROAD
STRONGSVILLE, OH 44149**

SITUATED IN THE CITY OF STRONGSVILLE, COUNTY OF
CUYAHOGA, AND STATE OF OHIO, AND KNOWN AS BEING
PART OF ORIGINAL STRONGSVILLE TOWNSHIP LOT No. 86

I HEREBY STATE THAT THIS MAP IS BASED ON AN ACTUAL
FIELD SURVEY PREPARED BY ME. THE SURVEY IS CORRECT
TO THE BEST OF MY KNOWLEDGE INFORMATION AND BELIEF.
PERMANENT MONUMENTS WERE FOUND OR SET AT ALL
LOCATIONS SHOWN HEREON. ALL DIMENSIONS GIVEN ARE
EXPRESSED IN FEET AND DECIMAL PARTS THEREOF.
BEARINGS ARE REFERENCED TO GRID NORTH OF THE OHIO
STATE PLANE COORDINATE SYSTEM NORTH ZONE, NAD 83
DATUM.



Christopher J. Dempsey
CHRISTOPHER J. DEMPSEY
PROFESSIONAL SURVEYOR, NO. 6814
DATE OF SURVEY: APRIL 7, 2020



NOTE

THIS EXHIBIT HAS BEEN PREPARED WITHOUT BENEFIT OF A
CURRENT TITLE COMMITMENT FOR THE PREMISES BEING REZONED,
AND THEREFORE MAY NOT NECESSARILY REFLECT ALL EASEMENTS,
RESTRICTIONS OR OTHER CONDITIONS AFFECTING THE PREMISES.

PARCEL No. 43-WD
CITY OF STRONGSVILLE
AFN 200310071632 C. C. R.
TAX MALLING ADDRESS:
16099 FOLTZ PARKWAY
STRONGSVILLE, OHIO 44149

PARCEL No. 44-WD
CITY OF STRONGSVILLE
AFN 200407191146 C. C. R.
TAX MALLING ADDRESS:
16099 FOLTZ PARKWAY
STRONGSVILLE, OHIO 44149

FILE No. 9436
© 2020 DEMPSEY SURVEYING CO.

LOT CONSOLIDATION PLAN
VOL. 385, PG. 20 C. C. M. R.
SITE ADDRESS: 21453 ROYALTON RD. STRONGSVILLE, OH 44139
TAX MALLING ADDRESS: 33095 BANBRIDGE RD. SOLON, OH 44139
OWN: SIF STRONGSVILLE, LLC
PPN 392-16-014
OMN SIF STRONGSVILLE, LLC

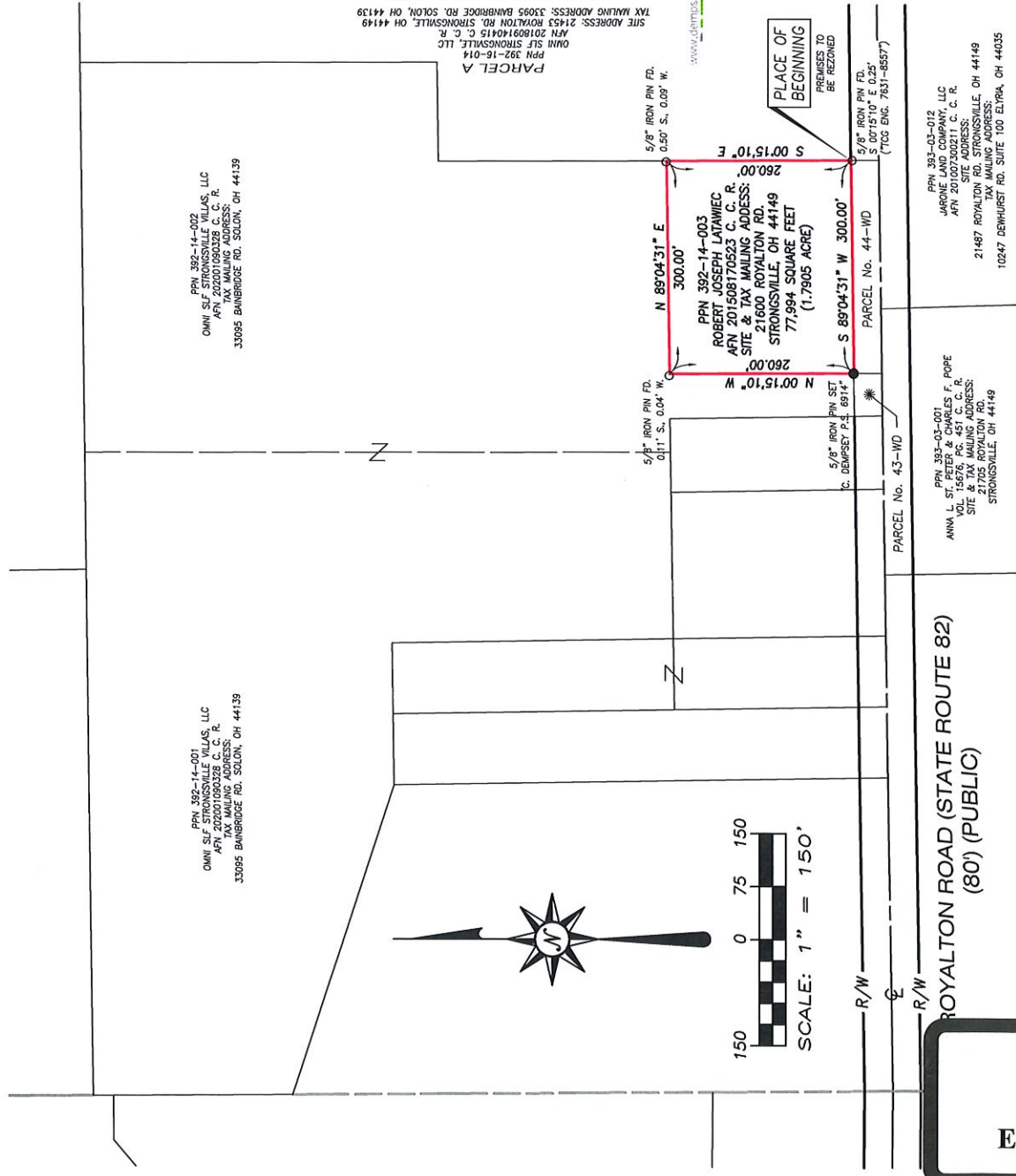


EXHIBIT B

PETITION FOR ZONING CHANGE

Ordinance Number: 2020-065

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 G1 use to a class SR1 use.

Such change is necessary for the preservation and enjoyment of a substantial property right because: ZONING CHANGE FROM GENERAL

INDUSTRIAL G-1 TO SENIOR RESIDENCE SR-1

WILL CONFORM TO THE SENIOR RESIDENCE TO THE EAST AND NORTH

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

FRONTAGE ON ROYALTON RD. FOR THE VITALIA SENIOR COMMUNITY.

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

1. VITALIA STRONGSVILLE SITE PLAN
2. _____
3. _____

THE PROPOSED USE OF THE PROPERTY IS: ATTACHED ONE STORY

CLUSTER HOMES AND MULTIPURPOSE COMMUNITY BUILDING

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

Name: GARY BIALES

Address: 33095 BAINBRIDGE RD., SOLON, OHIO 44139

Telephone Number: 216-299-4551

Signature of Owner(s) (AGENT)

State of Ohio)
County of Cuyahoga)

Sworn to and subscribed in my presence this _____ day of _____, 20____.

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: 2020-065

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: 21600 ROYALTON DR.

Permanent Parcel No.: 392 14 003

The property is bounded by the following streets: (indicate direction; i.e., north, south, etc.) ROYALTON RD., ROUTE 82 TO SOUTH

Number and type of buildings which now occupy property (if any): ONE SINGLE FAMILY HOUSE

Acreage: _____

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

Said deed restrictions (will) (have) expire(d) on: _____

Said property is presently under lease or otherwise encumbered as follows: _____

Owner(s)	Percent of Ownership:
1. <u>ROBERT LATAWEIC</u>	<u>100</u> %
2. _____	_____ %
3. _____	_____ %

SEE LAND PURCHASE CONTRACT

Signature of Owner(s)

State of Ohio)
County of Cuyahoga)

Sworn to and subscribed to in my presence this _____ day of _____, 20____.

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.



EXHIBIT A
Property Description

Issuing Office File No.: 20-OH-5988

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

And known as being part of Original Strongsville Township Lot No. 86, bounded and described as follows:

Beginning in the southerly line of said Original Lot No. 86, which is also the center line of Royalton Road (60 feet wide) at the southwesterly corner of a parcel of land conveyed to Willis E. Siedel and Frances M. Siedel by deed dated March 30, 1946, and recorded in Volume 6055, Page 464 of Cuyahoga County Records;

Thence South 88° 42' 00" West along the center line of said Royalton Road, 300 feet;

Thence North 0° 37' 00" West parallel with the westerly line of said parcel so conveyed to Willis E. Siedel and Frances M. Siedel, 300 feet;

Thence North 88° 42' 00" East parallel with the center line of said Royalton Road. 300 feet to the westerly line of said parcel so conveyed to Willis E. Siedel and Frances M. Siedel;

Thence South 0° 37' 00" East along said westerly line, 300 feet to the place of beginning, be the same more or less, but subject to all legal highways.

EXCEPTING THEREFROM that portion of land contained in the deed to the City of Strongsville recorded July 19, 2004 in Cuyahoga County Records as AFN 200407191146.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

ALTA Commitment for Title Insurance-08-01-2016 for OH 06-01-2017

Page 9 of 9

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CUYAHOGA COUNTY,
MyPlace

Search

City Strongsville

Search By

Owner

Parcel

Address

39214003 | LATAWIEC, ROBERT



[View Map](#)

PROPERTY DATA

General Information

Transfers

Values

Land

Building Information

Building Sketch

Other Improvements

Permits

Property Summary Report

TAXES

Tax Bill

[View/Pay Tax Bill](#)

LEGAL RECORDINGS

[Get a Document List](#)

392-14-003

LATAWIEC, ROBERT JOSPEH
21600 ROYALTON DR
STRONGSVILLE, OH. 44149

Land Record

Record Number	1
Legal Front	300
Effective Front	300
Lot Size (SqFt.)	78000
Topography	LEVEL

Land Type	1
Legal Depth	260
Avg Depth	270
Acreeage	1.791
Lot Shape	RECTANGULAR

Site Factors

1. OUTSIDE INFL
2. TRAFFIC 95%

[View Map](#)



Search

City Entire County

Search By

Owner

Parcel

Address

Search



Zoom in and click on a parcel for more information or click the banner to reset the map

Go To Full Map

Disclaimer: Cuyahoga County provides this geographic data and related analytical results as a free public service on an "as is" basis. Cuyahoga County makes no guarantee(s) or warranty(ies) as to the accuracy, completeness, or timeliness of the information contained herein, and said information is not intended to, nor does it, constitute an official public record of Cuyahoga County. While much of the data contained herein is compiled from public records, the official records of the public office or agency from which they were compiled remains the official record of any such public office or agency. **By accessing, viewing or using any part of the site, you expressly acknowledge you have read, agree to and consent to be bound by all of the terms and conditions listed on this site. Routine maintenance is performed on Fridays and disruptions may occur. We apologize for any inconvenience.**

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (the "Agreement") is entered into at Cleveland, Ohio as of the date of the last party to sign this Agreement, by and between OMNI SLF STRONGSVILLE VILLAS, L.L.C (hereinafter "Buyer"), and ROBERT LATAWIEC (hereinafter referred to collectively as "Seller").

1. PURCHASE AND SALE.

A. Buyer hereby offers and agrees to buy and Seller hereby agrees to sell and convey to the Buyer, the single family home situated in the City of Strongsville, County of Cuyahoga, and State of Ohio, and commonly known as 21600 Royalton Road and having Permanent Parcel Number 392-14-003 (hereinafter the "Premises").

B. The "Premises" shall consist of all of the following:

(1) all real property together with all buildings, easements, hereditaments, fixtures and appurtenances thereunto belonging, but subject to all legal highways; and

(2) The "Personal Property" which shall include any of the following items which now serve the Premises: all electrical, heating, plumbing, fixtures, landscaping and shrubbery, window shades and curtains, screen and storm windows, doors, all curtains and drapery rods, all carpeting, all built-in kitchen appliances, refrigerator, stove, all lighting fixtures, washer, dryer, fire and/or burglar alarm systems, electric garage door opener(s) and all garage door remotes, and:

Seller may remove any and all Personal Property on or before the date of Closing at Seller's discretion. Seller shall remove all items and debris in the yard surrounding the house on or before the date of Closing.

C. The purchase and sale shall be on the terms, conditions and provisions herein after set forth.

2. **PURCHASE PRICE.** Buyer agrees to pay for the Premises: XXXX and No/100 Dollars (\$XXXXXX.00) (the "Purchase Price").

Payable as follows:

A. Earnest Money ("Earnest Money") by check payable to the Title Company (as hereinafter defined) receipt of which is hereby acknowledged \$XXXX .

B. Balance to be deposited in escrow with the Title Company at closing in immediately available funds..... \$XXXXXXXX..

3. **HOMEOWNER'S ASSOCIATION.** Seller warrants that the Premises is not subject to a homeowner's association.

RSK

4. **TITLE.**

A. **Deed.** Transfer shall be made in fee simple by general warranty deed with dower rights, if any, released conveying the Premises to Buyer free and clear of all encumbrances except real estate taxes and assessments, general and special, which are a lien on the Premises, but not yet due and payable at the date of transfer of title, and easements, restrictions and conditions of record and zoning ordinances provided that said zoning ordinances do not prohibit the Premises from being used for the same purposes and in the same manner as now used. Unless assumed by Buyer, Seller's mortgage or mortgages shall be paid and canceled and any expenses or penalties in connection therewith shall be paid by Seller. Seller shall remove any title exceptions which may be cured by the payment of a liquidated sum and authorizes the Title Company to cause any such exceptions to be removed utilizing the proceeds to be paid to Seller hereunder to the extent that Seller fails to remove such exceptions prior to the Closing Date.

B. **Title Insurance.** This transaction is contingent upon Seller furnishing a title commitment to Buyer setting forth the state of the title from Everest Land Title Agency Ltd. 2820 Key Tower, 127 Public Square, Cleveland, Ohio 44114, (216) 750-6118 ("Title Company") within ten (10) days of the acceptance of this offer. Notwithstanding anything contained to the contrary, if BUYER does not accept the conditions set forth in the title commitment, then at Buyer's option, upon written notice to Seller within ten (10) days of receipt of the title commitment, this transaction shall be null and void and of no further effect and Buyer shall receive the return of the Earnest Money. Seller shall furnish an ALTA Owner's Policy of Title Insurance in the amount of the Purchase Price as evidence or assurance that there has been conveyed to Buyer the title required to be conveyed hereunder. If there have been improvements or construction within the period provided by law for the filing of mechanic's liens, then Seller shall furnish evidence satisfactory to Buyer and the Title Company selected pursuant hereto of the payments in full of all labor and materials.

5. **CURE OF TITLE DEFECTS; REMEDIES.** If Seller is unable to convey title as required hereunder because of a defect therein or if the Title Company refuses to issue its evidence of title as required hereunder because of such a defect, then Seller shall have thirty (30) days from the date of notice thereof to either cure such defect at Seller's sole cost and expense, or notify Buyer that it will not cure such defect. Should Seller be unable or unwilling to cure or correct any such defect or defects or objectionable matters of record within said thirty (30) day period, then Buyer may accept title subject to such objectionable items and waive the provisions of this paragraph and proceed to consummate this transaction as hereinafter set forth without abatement of the Purchase Price; or, at the election of Buyer, Buyer may rescind this transaction and all monies and documents, if any, shall be returned to the respective party having deposited the same and the parties shall stand in the same place and stead as if no agreement had been entered into, and shall have no further obligations hereunder. If Buyer fails to perform any of Buyer's obligations under this Agreement, and such failure shall continue for a period of ten (10) days after written notice from Seller, then Seller shall be entitled to the Earnest Money deposited pursuant to Paragraph 2(A) of this Agreement as stipulated liquidated damages, and both parties shall be relieved of all further liability hereunder.

6. **POSSESSION.** Possession of the Premises is to be delivered to Buyer on the Closing Date (as hereinafter defined). Seller warrants there will be no lease of the Premises as of the Closing Date. Notwithstanding anything else herein contained, Seller shall not be required to deliver possession, until such time as the Buyer and the Title Company are ready, willing and able to disperse the Purchase Price to the Seller. Seller shall remove from the Premises all personal property not being transferred to Buyer hereunder on or before the date upon which possession of the Premises is delivered to Buyer. Pending closing, Buyer shall have

ASL

the right to inspect the Premises at all reasonable times after reasonable notice to Seller, and in any event, within forty-eight (48) hours of Closing (the "Final Inspection") to insure that the Premises are in the same condition as when inspected, reasonable wear and tear excepted and in broom clean condition on the date of transfer of possession.

7. **INSPECTION.**

A. This transaction is contingent upon and is subject to Buyer obtaining and approving an inspection of the Premises (including but not limited to general, environmental, and/or any other inspection determined by Buyer in their sole discretion) within one hundred eighty (180) days of the mutual execution hereof (the "Inspection Period"). In the event Buyer, for any reason, is dissatisfied with the results of said inspection, Buyer may terminate this Agreement by written notice to Seller on or before the expiration of the Inspection Period and Buyer shall be entitled to receive the return of the Earnest Money and the parties shall be released from all liability hereunder.

B. In addition to the Inspection Period described in Section 7.A. above, Seller shall have an additional one hundred eighty (180) days after the expiration of the Inspection Period (the "Extension Period") to obtain zoning and/or all necessary governmental approvals and permits to develop and operate a senior living community. In order to exercise this right, Buyer shall send Seller written notice of its election for the additional time set forth above on or before the expiration of the Inspection Period. If Buyer is unable to obtain all necessary approvals within the Extension Period, Buyer may terminate this Agreement and Buyer shall be entitled to receive the return of the Earnest Money and the parties shall be released from all liability hereunder.

C. Notwithstanding the foregoing, Buyer shall endeavor to give Seller reasonable advance notice (estimated to be 90 days after the date of this Agreement) of the likelihood that Buyer will be able to obtain the necessary approvals to develop the Property for its intended purpose so that Seller can make other living arrangements.

8. **ESCROW PROCEDURE.** When accepted, this offer shall constitute an Agreement for the purchase and sale of the Premises and shall be enforceable by an action for specific performance. This Agreement shall serve as escrow instructions subject to the escrow agent's usual conditions of acceptance where not contrary to any of the terms hereof. Title Company shall be the escrow agent (the "Escrow Agent") for consummation of this transaction. Thirty (30) days after expiration of the Inspection Period, or Extension Period, if applicable, shall be the date of closing of this transaction (the "Closing Date") unless otherwise agreed to in writing by the parties. On the Closing Date, the Escrow Agent shall cause the title to the Premises (including a County UCC search) to be searched, and provided the Title Company will issue the above-required evidence of title and the Escrow Agent has received all funds and documents to be deposited hereunder, the Escrow Agent shall cause the deed to be filed for record on such date and the funds disbursed in accordance with this Agreement.

9. **PRORATIONS.** The Escrow Agent shall prorate real estate taxes and assessments to the date of title transfer using the last available County Treasurer's Tax Duplicate. In the event of a difference between the estimated real estate taxes and assessments and the actual final amount of such taxes and assessments (including changes in the amount resulting from a proposed or actual change in valuation prior to the date of title transfer), the parties shall re-prorate real estates taxes and assessments outside of escrow. Meters for all public utilities (including water) being used on the Premises shall be ordered read on the day of giving possession by Seller and all charges to said date shall be paid by Seller. The Escrow Agent shall retain in escrow Two

RSL

Hundred Dollars (\$200.00) pending proof of payment of all such utility charges. The provisions of this section shall survive closing. Seller warrants that Seller has not received notice of any proposed increase or additional tax or assessment from any governmental authority.

10. **CHARGES.** The Escrow Agent shall charge Buyer with (i) recording fees, (ii) the cost of the title commitment and an ALTA Owner's policy of title insurance in the amount of the Purchase Price plus any endorsements or additional insurance requested by Buyer or their lender, (iii) the escrow fee, (iv) any transfer tax or conveyance fees required by law to be paid at the time of filing the deed, and (v) the escrow fee.

11. **BROKER.** The parties acknowledge to each other that they were not brought together through the efforts of a real estate broker or salesman except for Wade Dougherty of Omni, LLC representing Buyer who shall be compensated by Buyer pursuant to a separate written agreement, and that no one shall be entitled to a commission as a result of the successful consummation of this agreement except as otherwise provided in this section.

12. **REPRESENTATIONS AND WARRANTIES.** Buyer is relying solely upon Buyer's inspection and investigation of the Premises for all purposes whatsoever. Buyer acknowledges that the Premises is being purchased and will be conveyed "AS IS" with all faults and defects, if any, whether patent or latent. There have been no representations, warranties, guarantees, statements or information, express or implied, pertaining to the Premises, its condition, or any other matters whatsoever, made or furnished to Buyer by Seller or any employee or agent of Seller, except as specifically set forth in this Agreement or in the Residential Property Disclosure Form (pursuant to Ohio Revised Code §5302.30). Seller represents and warrants that Seller is not a "non-resident alien", "foreign person" or "foreign entity" and Seller agrees to provide Buyer and escrow agent, at Closing, with an appropriate affidavit on the form required by the Internal Revenue Service.

13. **AUTHORITY.** Seller represents and warrants that Seller is the owner of the Premises in fee simple and has the right and power to enter into this Agreement and to carry out the terms hereof. All persons signing as Seller agree to execute Seller's deed required hereunder. Each person signing this Agreement in a representative capacity warrants his or her authority to do so. The terms Buyer and Seller shall include all parties designated and their respective heirs, executors, administrators, nominees, successors and assigns, and wherever the singular is used it shall include the plural and wherever the masculine gender is used it shall include the neuter and feminine, as the context requires. Buyer shall have the right to assign this agreement to their nominee prior to closing.

14. **DAMAGE.**

A. If the Premises or improvements therein are damaged or destroyed before the date of title transfer (or all or a portion of the Premises is taken by condemnation), then Seller shall promptly notify Buyer of such damage and of the amount of insurance proceeds exclusive of proceeds specifically for damage to personal property of Seller not being conveyed to Buyer) payable. Buyer shall have the option, to be exercised by notice to Seller not later than five (5) days after notice from Seller, to:

(1) Receive the proceeds of any insurance payable for damage to the Premises (including a credit for any deductible) therein and complete the purchase; or,

(2) Terminate this Agreement and recover all funds paid by Buyer hereunder. The failure of Buyer timely to exercise its option shall be deemed an election to terminate this Agreement.

RJL

B. Seller shall bear the risk of loss until title transfer.

15. **LEAD WARNING STATEMENT.** Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase. Buyer [] HAS (Buyer's initials) received a copy of the EPA pamphlet entitled "Protect Your Family From Lead In Your Home" and a copy of the "Disclosure on Lead-Based Paint and/or Lead-Based Paint Hazards."

16. **ENTIRE AGREEMENT; NOTICE.** This Agreement contains the entire agreement between the parties hereto and they shall not be bound by any terms, warranties or representations, oral or written, not herein contained. The warranties and representations herein shall be deemed made as of the date of acceptance hereof by Seller and again as of the date of title transfer. The warranties and representations herein survive the closing of this transaction and the filing for record of Seller's deed. Notices to Seller may be mailed to the Premises and to Buyer at the address listed below. Upon execution of this Agreement by both the Buyer and the Seller, this Agreement shall bind the respective parties hereto, their heirs, executors, administrators, successors and/or assigns.

17. **FINANCING CONTINGENCY.** [Intentionally deleted.]

[The remainder of this page is left intentionally blank]

Addendum

ATL

18. **NOTICES AND DISCLOSURES**

#1 Ohio Fair Housing Law: It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 41 12.02 of the Revised Code and the Federal fair Housing Law, 42 U.S.C.A. 3601, to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex familial status, ancestry, handicap, or national origin; or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

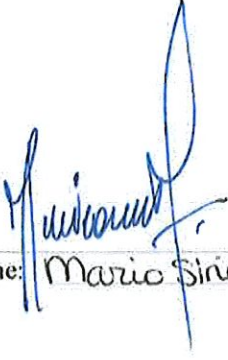
#2 Residential Property Disclosure Form: With respect to the sale of real Property that has from one to four dwelling units, most sellers will be required to provide Buyer with a completed Property Disclosure Form complying with the requirements of Ohio law. If such disclosure is required but is not provided by the time Buyer enters into this agreement, Buyer may be entitled to rescind this agreement by delivering a document of rescission to Seller or Seller's agent, provided such document of rescission is delivered prior to all three of the following dates: (1) the date of closing; (2) 30 days after the Seller accepted the Buyer's offer; and (3) Within 3 business days following the receipt by Buyer or Buyer's agent of the Property Disclosure Form or amendment of that form. Seller shall promptly provide Buyer with an amended Property Disclosure Form if Seller becomes aware of any inaccuracy therein and Buyer shall have five (5) days to elect to terminate this agreement, receive the return of the Earnest Money and the parties shall be released of all liability hereunder. Buyer [X] HAS (Buyer's initials) or [] HAS NOT (Buyer's initials) received a copy of the Residential Property Disclosure Form.

#3 Ohio Sex Offender Registration and Notification Law: Ohio's Sex Offender Registration and Notification Law requires the local sheriff to provide written notice to certain members of the community if a sex offender resides in the area. The notice provided by the sheriff is a public record and is open to inspection under Ohio's Public Records Law. Therefore, you can obtain information from the sheriff's office regarding the notices they have provided pursuant to Ohio's sex offender notification law.

[Signature Page Follows]

RCL

"BUYER"



Printed Name: Mario Sinicariello

Printed Name: _____

Telephone: () _____

Address: 33095 Bainbridge Rd
Solon OH 44139

Date: 2/10/2020

"SELLER"



Printed Name: ROBERT J. LASTAWIEC

Printed Name: _____

Telephone: (216) 299-1652

Address: 21600 Royalton Rd
Strongsville OH 44149

Date: 2-5-2020



Royalton

82

CITY OF STRONGSVILLE
OFFICE OF THE COUNCIL

MEMORANDUM

TO: Ken Mikula, City Engineer

FROM: Tiffany Mekeel, Assistant Clerk of Council

DATE: April 2, 2020

SUBJECT: Rezoning Application
Robert Lataweic, Owner
PPN: 392-14-003
Address: 21600 Royalton Road
From General Industrial (GI) to Senior Residential (SR-1)

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, Clerk of Council
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: April 8, 2020

Re: Rezoning Application
Robert Lataweic, Owner
PPN 392-14-003
21600 Royalton Road
From GI to SR-1

Neal,

Revisions were required to the legal description and exhibit included in the Clerk of Council's April 2, 2020 memo regarding the above referenced application. Attached are the correct legal description and exhibit that accurately describe the parcel to be rezoned.

Please feel free to contact me with any questions.

Thank you.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2020 – 066

By: Mayor Perciak and All Members of Council

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE LOCATED AT ROYALTON ROAD AND WEBSTER ROAD, IN THE CITY OF STRONGSVILLE FROM PF (PUBLIC FACILITIES) CLASSIFICATION TO R1-75 (ONE FAMILY 75) CLASSIFICATION (PART OF PPN 398-28-007); AND FROM PF (PUBLIC FACILITIES) CLASSIFICATION TO LB (LOCAL BUSINESS) CLASSIFICATION (PART OF PPN 398-28-009), AND DECLARING AN EMERGENCY.

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

Section 1. That the Zoning Map of the City of Strongsville, adopted by Section 1250.03 of Title Six, Part Twelve of the Codified Ordinances of Strongsville, be amended to change the zoning classification of certain properties located at Royalton Road and Webster Road, from PF (Public Facilities) classification to R1-75 (One Family 75) classification (part of PPN 398-28-007), and from PF (Public Facilities) classification to LB (Local Business) classification (part of PPN 398-28-009), which properties are more fully described in Exhibits "A" and "B," and as depicted in Exhibit "C," all attached hereto and incorporated herein as if fully rewritten.

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

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

Section 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to rezone such property in order to provide for the orderly development of lots and lands within the City, 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 - 066
Page 2

First reading: _____

Referred to Planning Commission

Second reading: _____

Third reading: _____

Approved: _____

Public Hearing: _____

President of Council

Approved: _____

Mayor

Date Passed: _____

Date Approved: _____

Yea

Nay

Attest: _____

Carbone	_____	_____
DeMio	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

Clerk of Council

ORD. No. 2020-066 Amended: _____

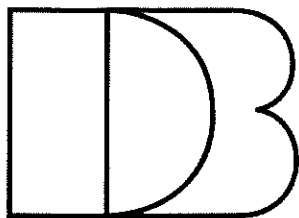
1st Rdg. _____ Ref: _____

2nd Rdg. _____ Ref: _____

3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____

Adopted: _____ Defeated: _____



**Donald Bohning
& Associates**

7979 Hub Parkway
Valley View, Ohio 44125

T 216.642.1130
F 216.642.1132



PF to R1-75
Zoning
DGB 4887-3

January, 2020

LEGAL DESCRIPTION

Situated in the City of Strongsville, County of Cuyahoga, and State of Ohio, and known as being part of Original Strongsville Township Lot 15, and bounded and described as follows:

Beginning at a point in the centerline of Webster Road, 60 feet wide, at its intersection with the centerline of Royalton Road (S.R. 82), variable width;

Thence North 0 degrees 06 minutes 20 seconds East along the centerline of Webster Road, 444.14 feet to a point at its intersection with the northerly line of a parcel of land conveyed to Michael J. Rush by deed recorded as A.F.N. 200907220855 of Cuyahoga County Records;

Thence North 89 degrees 53 minutes 40 seconds West along the northerly line of said land conveyed to Michael J. Rush, 30.00 feet to a point in the westerly line of Webster Road, and the principal place of beginning of the parcel herein described;

Thence North 89 degrees 53 minutes 40 seconds West along the northerly line of said land conveyed to Michael J. Rush, 200.00 feet to the northwesterly corner of said land so conveyed;

Thence North 0 degrees 06 minutes 20 seconds East along the northerly prolongation of the westerly line of said land conveyed to Michael J. Rush, 90.00 feet to its intersection with the southerly line of a parcel of land conveyed to Jason E. Simko by deed recorded as A.F.N. 201504280719 of Cuyahoga County Records;

Thence South 89 degrees 53 minutes 40 seconds East along the southerly line of said land conveyed to Jason E. Simko, 200.00 feet to its intersection with the westerly line of Webster Road;

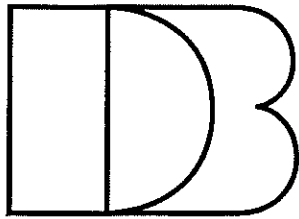
Thence South 0 degrees 06 minutes 20 seconds West along the westerly line of Webster Road, 90.00 feet to the principal place of beginning, and containing 18,000 square feet or 0.4132 acres of land as described by Donald G. Bohning & Associates, Inc. in January, 2020.

The courses used in this description are referenced are referenced to the centerline of Royalton Road as shown on the ODOT Royalton Road Improvement Plans, Project CUY 82-3.66, and are used to indicate angles only.

Michael A. Ackerman
Registered Surveyor No. 8196

m:\adcadd\p\4887-3\documents\legals\pf to r1-75 zoning_3-17-2020.docx





**Donald Bohning
& Associates**

7979 Hub Parkway
Valley View, Ohio 44125

T 216.642.1130

F 216.642.1132



EXHIBIT B

PF to LB
Zoning
DGB 4887-3

January, 2020

LEGAL DESCRIPTION

Situated in the City of Strongsville, County of Cuyahoga, and State of Ohio, and known as being part of Original Strongsville Township Lot 15, and bounded and described as follows:

Beginning at a point in the centerline of Royalton Road (S.R. 82), variable width, at its intersection with the centerline of Webster Road, 60 feet wide;

Thence South 89 degrees 13 minutes 56 seconds West along the centerline of Royalton Road, 588.63 feet to its intersection with the easterly line of Parcel 1 of land conveyed to the Spirnak Family Limited Partnership by deed recorded as AFN 200201020417 of Cuyahoga County Records;

Thence North 0 degrees 59 minutes 01 second East along the easterly line of said Parcel 1 of land conveyed to the Spirnak Family Limited Partnership, 48.02 feet to a point at its intersection with the northerly line of Royalton Road, and the principal place of beginning of the parcel herein described;

Thence South 89 degrees 13 minutes 56 seconds West along the northerly line of Royalton Road, 350.00 feet to its intersection with the easterly line of a parcel of land conveyed to Debra M. Jones by deed recorded as AFN 201509030621 of Cuyahoga County Records;

Thence North 0 degrees 59 minutes 01 second East along the easterly line of said land conveyed to Debra M. Jones, 239.28 feet to a point;

Thence North 89 degrees 13 minutes 56 seconds East, 350.00 feet to its intersection with the easterly line of said Parcel 1 of land conveyed to the Spirnak Family Limited Partnership;

Thence South 0 degrees 59 minutes 01 second West along the easterly line of said Parcel 1 of land conveyed to the Spirnak Family Limited Partnership, 239.28 feet to the principal place of beginning and containing 83,707 square feet or 1.9217 acres of land, as described by Donald G. Bohning & Associates, Inc. in January, 2020.

The courses used in this description are referenced to the centerline of Royalton Road as shown on the ODOT Royalton Road Improvement Plans, Project CUY 82-3.66, and are used to indicate angles only.

Michael A. Ackerman
Registered Surveyor No. 8196

m:\adcadd\p\4887-3\documents\legals\pf to lb zoning_3-17-2020.docx



DATE: _____ REVISIONS: _____
BY: _____



ZONING LEGEND

	CURRENT PF ZONING TO REMAIN:
	CURRENT PF ZONING RE-ZONED TO RT-75:
	CURRENT PF ZONING RE-ZONED TO LB:

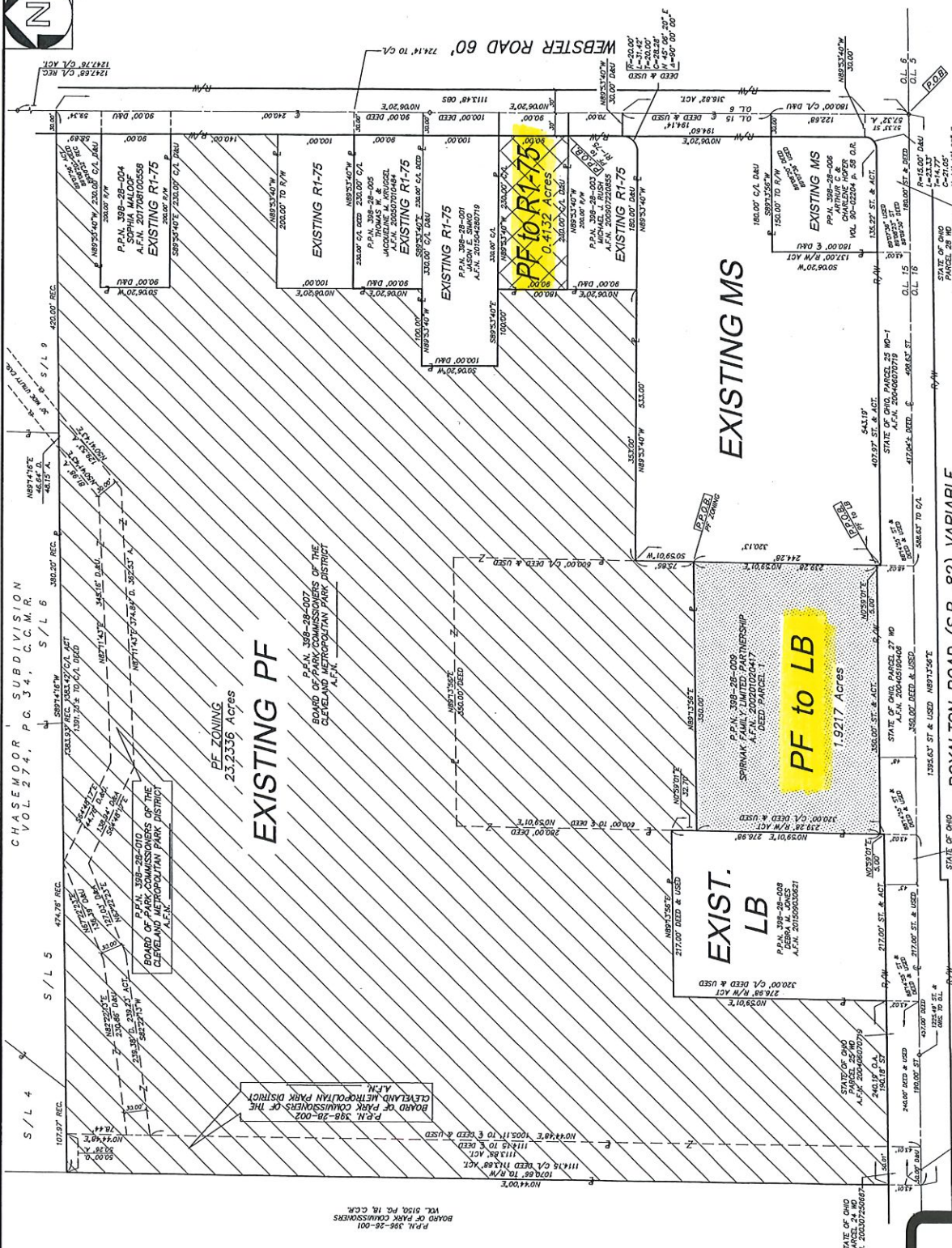
MAP TO ACCOMPANY LEGAL DESCRIPTIONS FOR ZONING REQUEST
 BEING PART OF ORIGINAL STRONGSVILLE NOW IN THE CITY OF STRONGSVILLE CUYAHOGA COUNTY, OHIO

DEFINANCES ARE GIVEN IN DEED AND RECORD PARTS. THEREAFTER BEING REFERRED TO AN ASSUMED MEANING AND BEING SUBJECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

Michael G. Bohning
 REGISTERED SURVEYOR NO. 8186

DONALD G. BOHNING & ASSOCIATES, INC.
 3700 W. PARKWAY, SUITE 100
 STRONGSVILLE, OHIO 44130
 PHONE: (714) 441-1130 FAX: (714) 441-1132

DATE: M.D. M.A. FEB. 2019
 SCALE: 1" = 60'
 PROJECT: 488703-LS
 SHEET: 1



GENERAL NOTES:

- ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF.
- DEFINANCES ARE GIVEN IN DEED AND RECORD PARTS.
- THEREAFTER BEING REFERRED TO AN ASSUMED MEANING AND BEING SUBJECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

ADDITIONAL NOTES:

- R1-75 - RESIDENTIAL SINGLE-FAMILY
- MS - MEDIUM DENSITY RESIDENTIAL
- LB - LOW DENSITY RESIDENTIAL
- PF - PLANNED FUTURE DEVELOPMENT
- RT-75 - RESIDENTIAL TRIPLE-DECK
- REC - RECORD
- ACT - ACTUAL
- PL - PLANNED
- ST - STATE
- DEED - DEED
- PLAT - PLAT
- PLANS - PLANS
- RECORD - RECORD
- PLANNED - PLANNED
- ACTUAL - ACTUAL
- STATE - STATE
- DEED - DEED
- PLAT - PLAT
- PLANS - PLANS

SURVEY REFERENCES:
 REC - WEBSTER ROAD ALTRAZION DEDICATION PLAT VOL. 130, P. 650-659, C.C.M.R.
 ST - OHIO DEPARTMENT OF TRANSPORTATION ROYALTON ROAD IMPROVEMENT PLANS PROJECT 821-25-128

CHASEMOOR P.G. SUBDIVISION VOL. 2774, P. 34, C.C.M.R. S/L 6

EXISTING PF 23.2336 Acres
 BOARD OF PARK COMMISSIONERS OF THE CLEVELAND METROPOLITAN PARK DISTRICT
 P.F.N. 398-28-007

EXIST. LB 1.9217 Acres
 SPRINK A.F.N. 2020702417
 DEED PARCEL 1

EXISTING MS 0.4137 Acres
 P.P.N. 398-28-008
 A.F.N. 20170100058

STATE OF OHIO PARCEL 28 WD A.F.N. 20140607022

STATE OF OHIO PARCEL 27 WD A.F.N. 20140607019

STATE OF OHIO PARCEL 24 WD A.F.N. 20140607087

STATE OF OHIO PARCEL 25 WD A.F.N. 20140607022

STATE OF OHIO PARCEL 26 WD A.F.N. 20140607022

STATE OF OHIO PARCEL 29 WD A.F.N. 20140607022

STATE OF OHIO PARCEL 30 WD A.F.N. 20140607022

STATE OF OHIO PARCEL 31 WD A.F.N. 20140607022

STATE OF OHIO PARCEL 32 WD A.F.N. 20140607022

STATE OF OHIO PARCEL 33 WD A.F.N. 20140607022

STATE OF OHIO PARCEL 34 WD A.F.N. 20140607022

STATE OF OHIO PARCEL 35 WD A.F.N. 20140607022

STATE OF OHIO PARCEL 36 WD A.F.N. 20140607022

STATE OF OHIO PARCEL 37 WD A.F.N. 20140607022

STATE OF OHIO PARCEL 38 WD A.F.N. 20140607022

STATE OF OHIO PARCEL 39 WD A.F.N. 20140607022

STATE OF OHIO PARCEL 40 WD A.F.N. 20140607022

PETITION FOR ZONING CHANGE

Ordinance Number: 2020-066

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 Public Facility use to a class Local Business use.

Such change is necessary for the preservation and enjoyment of a substantial property right because: Riser Foods, in anticipation of acquisition of this property and eventual preservation by Cleveland Metroparks,

rezoned the property from Local Business to Public Facility. Riser Foods backed out of the acquisition and Cleveland Metroparks

is under contract with the Owner to preserve 22 acres of adjacent property but this property will be retained for Local Business use.

Such change will not be materially detrimental to the public welfare nor to the property of other persons located in the vicinity because: The property was previously zoned Local Business within the last two

years. Moreover, this zoning reclassification is necessary for Cleveland Metroparks to acquire an adjacent 22 acres for

permanent preservation as passive parkland.

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

1. Riser Foods Board Action from Cleveland Metroparks dated May 17, 2018
2. Spirnak Family Limited Partnership Board Action from Cleveland Metroparks dated October 17, 2019
3. Purchase agreement between Cleveland Metroparks and Spirnak Family Limited Partnership et al.

THE PROPOSED USE OF THE PROPERTY IS: Local Business use compliant with City of Strongsville
zoning code.

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

Name: Brittney Shreffler

Address: Four Seagate, Eight Floor, Toledo, Ohio 43604

Telephone Number: 419-249-7148 and email: shreffler@marshall-melhorn.com

[Signature]
Signature of Owner(s) Spirnak Family Limited Partnership

State of Ohio)
County of Cuyahoga)

Sworn to and subscribed in my presence this 22 day of March, 2020.

[Signature]
Notary Public
My commission expires: 3/20/2021

* 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: 2020-066

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: 14010 Royalton Road, Strongsville

Permanent Parcel No.: 398-28-009

The property is bounded by the following streets: (indicate direction; i.e., north, south, etc.) North of Royalton Road and west of Webster Road

Number and type of buildings which now occupy property (if any): One building, which is a house and it will be demolished shortly after acquisition by Cleveland Metroparks

Acreage: Parcel C approximately 1.9 acres

Said property (has) (had) the following deed restrictions affecting the use thereof (attach copy): No Deed Restrictions or other encumbrances that would significantly alter the use of either property

Said deed restrictions (will) (have) expire(d) on: NA

Said property is presently under lease or otherwise encumbered as follows: NA

Owner(s)	Percent of Ownership:
1. <u>Spirnak Family Limited Partnership</u>	<u>All of PPN 398-28-009</u> %
2. _____	_____ %
3. _____	_____ %

[Signature]
Signature of Owner(s)
Spirnak Family Limited Partnership

State of Ohio)
County of Cuyahoga)

Sworn to and subscribed to in my presence this 23 day of March, 2020.

[Signature]
Notary Public

My commission expires 3/22/2021

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

PETITION FOR ZONING CHANGE

Ordinance Number: 2020-066

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 Public Facility use to a class R1-75 use.

Such change is necessary for the preservation and enjoyment of a substantial property right because: Riser Foods, in anticipation of acquisition of this property and eventual preservation by Cleveland Metroparks,

rezoned the property from R1-75 to Public Facility. Riser Foods backed out of the acquisition and Cleveland Metroparks

is under contract with the Owner to preserve 22 acres of adjacent property but this property will be retained for R1-75 use.

Such change will not be materially detrimental to the public welfare nor to the property of other persons located in the vicinity because: The property was previously zoned R1-75 within the last two

years. Moreover, this zoning reclassification is necessary for Cleveland Metroparks to acquire an adjacent 22 acres for

permanent preservation as passive parkland.

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

1. Riser Foods Board Action from Cleveland Metroparks dated May 17, 2018
2. Spirnak Family Limited Partnership Board Action from Cleveland Metroparks dated October 17, 2019
3. Purchase agreement between Cleveland Metroparks and Spirnak Family Limited Partnership et al.

THE PROPOSED USE OF THE PROPERTY IS: R1-75 use compliant with City of Strongsville
zoning code.

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

Name: Brittney Shreffler

Address: Four Seagate, Eight Floor, Toledo, Ohio 43604

Telephone Number: 419-249-7148 and email: shreffler@marshall-melhorn.com

[Signature]
Signature of Owner(s) Spirnak Family Limited Partnership

State of Ohio)
County of Cuyahoga)

Sworn to and subscribed in my presence this 27 day of March, 2020.

[Signature]
Notary Public

My commission expires: 3/22/2021

* 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: 2020-066

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: Vacant Land, west of Webster Road, north of Roylton Road, Strongsville

Permanent Parcel No.: 398-28-007

The property is bounded by the following streets: (indicate direction; i.e., north, south, etc.) North of Roylton Road and west of Webster Road

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

Acreage: Parcel D approximately 0.4 acres

Said property (has) (had) the following deed restrictions affecting the use thereof (attach copy): No Deed Restrictions or other encumbrances that would significantly alter the use of either property

Said deed restrictions (will) (have) expire(d) on: NA

Said property is presently under lease or otherwise encumbered as follows: NA

Owner(s)	Percent of Ownership:
1. <u>Spirnak Family Limited Partnership</u>	<u>Portion of PPN 398-28-007</u> %
2. <u>Richard Lee Davis Jr.</u>	<u>Portion of PPN 398-28-007</u> %
3. <u>Anna Marie Vaughn (fka Davis)</u>	<u>Portion of PPN 398-28-007</u> %

[Signature]
Signature of Owner(s)
Spirnak Family Limited Partnership

State of Ohio)
County of Cuyahoga)

Sworn to and subscribed to in my presence this 23 day of March, 2020.

[Signature]
Notary Public

My commission expires 3/22/2021



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

PETITION FOR ZONING CHANGE

Ordinance Number: 2020-066

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 Public Facility use to a class R1-75 use.

Such change is necessary for the preservation and enjoyment of a substantial property right because: Riser Foods, in anticipation of acquisition of this property and eventual preservation by Cleveland Metroparks,

rezoned the property from R1-75 to Public Facility. Riser Foods backed out of the acquisition and Cleveland Metroparks

is under contract with the Owner to preserve 22 acres of adjacent property but this property will be retained for R1-75 use.

Such change will not be materially detrimental to the public welfare nor to the property of other persons located in the vicinity because: The property was previously zoned R1-75 within the last two

years. Moreover, this zoning reclassification is necessary for Cleveland Metroparks to acquire an adjacent 22 acres for

permanent preservation as passive parkland.

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

1. Riser Foods Board Action from Cleveland Metroparks dated May 17, 2018
2. Spirnak Family Limited Partnership Board Action from Cleveland Metroparks dated October 17, 2019
3. Purchase agreement between Cleveland Metroparks and Spirnak Family Limited Partnership et al.

THE PROPOSED USE OF THE PROPERTY IS: R1-75 use compliant with City of Strongsville

zoning code.

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

Name: Anna Marie Vaughn (fka Davis)

Address: 808 Author Drive, West Sacramento, California, 95605

Telephone Number: 916-213-3467 or email: Anna.Davis@avisbudget.com

Anna Marie Vaughn
Signature of Owner(s) Anna Marie Vaughn (fka Davis)

State of Ohio)
County of Cuyahoga)

Sworn to and subscribed in my presence this _____ day of _____, 2020.

Please See Attachment

Notary Public
My commission expires: 6/24/2020

* 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.



Jurat Certificate California only

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sacramento

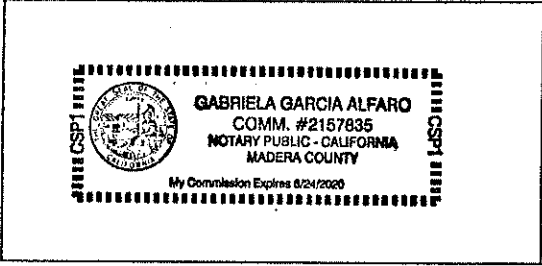
Subscribed and sworn to (or affirmed) before me on this 17th

day of March, 2020, by Anna Marie Vaughn

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Place Seal Here

Signature *[Handwritten Signature]*



Description of Attached Document

Type or Title of Document
Petition for Zoning Change

Document Date 3/17/2020 Number of Pages 1

Signer(s) Other Than Named Above
none

PROPERTY DESCRIPTION FORM

Ordinance Number: 2020-066

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: Vacant Land, west of Webster Road, north of Royalton Road, Strongsville

Permanent Parcel No.: 398-28-007

The property is bounded by the following streets: (indicate direction; i.e., north, south, etc.) North of Royalton Road and west of Webster Road

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

Acreage: Parcel D approximately 0.4 acres

Said property (has) (had) the following deed restrictions affecting the use thereof (attach copy): No Deed Restrictions or other encumbrances that would significantly alter the use of either property

Said deed restrictions (will) (have) expire(d) on: NA

Said property is presently under lease or otherwise encumbered as follows: NA

Owner(s)	Percent of Ownership:
1. <u>Spirnak Family Limited Partnership</u>	<u>Portion of PPN 398-28-007</u> %
2. <u>Richard Lee Davis Jr.</u>	<u>Portion of PPN 398-28-007</u> %
3. <u>Anna Marie Vaughn (fka Davis)</u>	<u>Portion of PPN 398-28-007</u> %

Anna Marie Vaughn
Signature of Owner(s)
Anna Marie Vaughn (fka Davis)

State of Ohio)
County of Cuyahoga)

Sworn to and subscribed to in my presence this _____ day of _____, 2020.

please see Attachment.

Notary Public

My commission expires 6/24/2020

* 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.



Jurat Certificate California only

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

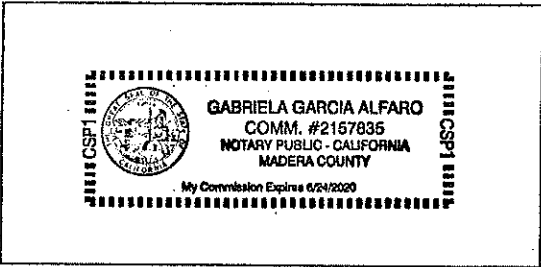
State of California
County of Sacramento

Subscribed and sworn to (or affirmed) before me on this 17th
day of March, 2020, by Anna Marie Vaughn

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Place Seal Here

Signature [Handwritten Signature]



Description of Attached Document

Type or Title of Document
Property Description Form

Document Date 3/17/2020 Number of Pages 1

Signer(s) Other Than Named Above
none

PETITION FOR ZONING CHANGE

Ordinance Number: 2020-066

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 Public Facility use to a class R1-75 use.

Such change is necessary for the preservation and enjoyment of a substantial property right because: Riser Foods, in anticipation of acquisition of this property and eventual preservation by Cleveland Metroparks,

rezoned the property from R1-75 to Public Facility. Riser Foods backed out of the acquisition and Cleveland Metroparks

is under contract with the Owner to preserve 22 acres of adjacent property but this property will be retained for R1-75 use.

Such change will not be materially detrimental to the public welfare nor to the property of other persons located in the vicinity because: The property was previously zoned R1-75 within the last two

years. Moreover, this zoning reclassification is necessary for Cleveland Metroparks to acquire an adjacent 22 acres for

permanent preservation as passive parkland.

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

1. Riser Foods Board Action from Cleveland Metroparks dated May 17, 2018
2. Spirnak Family Limited Partnership Board Action from Cleveland Metroparks dated October 17, 2019
3. Purchase agreement between Cleveland Metroparks and Spirnak Family Limited Partnership et al.

THE PROPOSED USE OF THE PROPERTY IS: R1-75 use compliant with City of Strongsville
zoning code.

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

Name: Richard Lee Davis Jr.

Address: 6091 Edgehill Drive, El Dorado Hills, California 95762

Telephone Number: 916-941-3946 or email: rich_davis@att.net


Signature of Owner(s) Richard Lee Davis Jr.

State of Ohio)
County of Cuyahoga)

Sworn to and subscribed in my presence this _____ day of _____, 2020.

SEE ATTACHED FOR NOTARY PUBLIC

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.

JURAT WITH AFFIANT STATEMENT

- See Attached Document (Notary to cross out lines 1–6 below)
 See Statement Below (Lines 1–5 to be completed only by document signer[s], *not* Notary)

1 _____
2 _____
3 _____
4 _____
5 _____
6 _____

Signature of Document Signer No. 1 _____ Signature of Document Signer No. 2 (if any) _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of El Dorado

Subscribed and sworn to (or affirmed) before me on this

16 day of March, 2020, by
Date Month Year

(1) Richard Lee Davis Jr,
Name of Signer

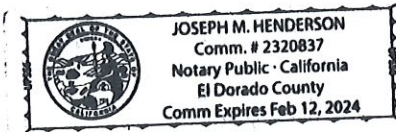
proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (.)

(and _____)

(2) _____,
Name of Signer

proved to me on the basis of satisfactory evidence to be the person who appeared before me.)

Signature Joseph M Henderson
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document: Petition for Zoning Change

Document Date: March 16, 2020 Number of Pages: 1

PETITION FOR ZONING CHANGE

Ordinance Number: 2020-066

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 Public Facility use to a class R1-75 use.

Such change is necessary for the preservation and enjoyment of a substantial property right because: Riser Foods, in anticipation of acquisition of this property and eventual preservation by Cleveland Metroparks,

rezoned the property from R1-75 to Public Facility. Riser Foods backed out of the acquisition and Cleveland Metroparks

is under contract with the Owner to preserve 22 acres of adjacent property but this property will be retained for R1-75 use.

Such change will not be materially detrimental to the public welfare nor to the property of other persons located in the vicinity because: The property was previously zoned R1-75 within the last two

years. Moreover, this zoning reclassification is necessary for Cleveland Metroparks to acquire an adjacent 22 acres for

permanent preservation as passive parkland.

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

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THE PROPOSED USE OF THE PROPERTY IS: R1-75 use compliant with City of Strongsville

zoning code.

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

Name: Richard Lee Davis Jr.

Address: 6091 Edgehill Drive, El Dorado Hills, California 95762

Telephone Number: 916-941-3946 or email: rich_davis@att.net



Signature of Owner(s) Richard Lee Davis Jr.

State of Ohio)
County of Cuyahoga)

Sworn to and subscribed in my presence this ____ day of _____, 2020.

SEE ATTACHED FOR NOTARY PUBLIC

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.

JURAT WITH AFFIANT STATEMENT

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 See Statement Below (Lines 1-5 to be completed only by document signer[s], *not* Notary)

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of El Dorado

Subscribed and sworn to (or affirmed) before me on this

16 day of March, 2020, by
Date Month Year

(1) Richard Lee Davis Jr,
Name of Signer

proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (.)

(and

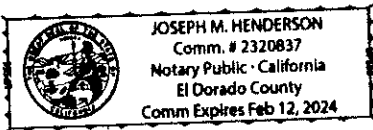
(2) _____,
Name of Signer

proved to me on the basis of satisfactory evidence to be the person who appeared before me.)

Signature

Signature of Notary Public

Place Notary Seal Above



OPTIONAL

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Further Description of Any Attached Document

Title or Type of Document: Petition for Zoning Change

Document Date: March 16, 2020 Number of Pages: 1

PROPERTY DESCRIPTION FORM

Ordinance Number: 2020-066

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Address of Property: Vacant Land, west of Webster Road, north of Royalton Road, Strongsville

Permanent Parcel No.: 398-28-007

The property is bounded by the following streets: (indicate direction; i.e., north, south, etc.) North of Royalton Road and west of Webster Road

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

Acreage: Parcel D approximately 0.4 acres

Said property (has) (had) the following deed restrictions affecting the use thereof (attach copy): No Deed Restrictions or other encumbrances that would significantly alter the use of either property

Said deed restrictions (will) (have) expire(d) on: NA

Said property is presently under lease or otherwise encumbered as follows: NA

Owner(s)	Percent of Ownership:
1. <u>Spirnak Family Limited Partnership</u>	<u>Portion of PPN 398-28-007</u> %
2. <u>Richard Lee Davis Jr.</u>	<u>Portion of PPN 398-28-007</u> %
3. <u>Anna Marie Vaughn (fka Davis)</u>	<u>Portion of PPN 398-28-007</u> %



Signature of Owner(s)
Richard Lee Davis Jr.

State of Ohio)
County of Cuyahoga)

Sworn to and subscribed to in my presence this _____ day of _____, 20 20

SEE ATTACHED FOR NOTARY PUBLIC

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.

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Signature of Document Signer No. 2 (if any)

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State of California

County of El Dorado

Subscribed and sworn to (or affirmed) before me on this

16 day of March, 2020, by

(1) Richard Lee Davis Jr

Name of Signer

proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (,)

(and _____)

(2) _____

Name of Signer

proved to me on the basis of satisfactory evidence to be the person who appeared before me.)

Signature _____

Signature of Notary Public



Place Notary Seal Above

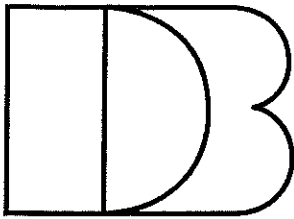
OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document: Property Description Form

Document Date: March 16, 2020 Number of Pages: 1



**Donald Bohning
& Associates**

7979 Hub Parkway
Valley View, Ohio 44125

T 216.642.1130

F 216.642.1132

PF to LB
Zoning
DGB 4887-3

January, 2020

LEGAL DESCRIPTION

Situated in the City of Strongsville, County of Cuyahoga, and State of Ohio, and known as being part of Original Strongsville Township Lot 15, and bounded and described as follows:

Beginning at a point in the centerline of Royalton Road (S.R. 82), variable width, at its intersection with the centerline of Webster Road, 60 feet wide;

Thence South 89 degrees 13 minutes 56 seconds West along the centerline of Royalton Road, 588.63 feet to its intersection with the easterly line of Parcel 1 of land conveyed to the Spirnak Family Limited Partnership by deed recorded as AFN 200201020417 of Cuyahoga County Records;

Thence North 0 degrees 59 minutes 01 second East along the easterly line of said Parcel 1 of land conveyed to the Spirnak Family Limited Partnership, 48.02 feet to a point at its intersection with the northerly line of Royalton Road, and the principal place of beginning of the parcel herein described;

Thence South 89 degrees 13 minutes 56 seconds West along the northerly line of Royalton Road, 350.00 feet to its intersection with the easterly line of a parcel of land conveyed to Debra M. Jones by deed recorded as AFN 201509030621 of Cuyahoga County Records;

Thence North 0 degrees 59 minutes 01 second East along the easterly line of said land conveyed to Debra M. Jones, 239.28 feet to a point;

Thence North 89 degrees 13 minutes 56 seconds East, 350.00 feet to its intersection with the easterly line of said Parcel 1 of land conveyed to the Spirnak Family Limited Partnership;

Thence South 0 degrees 59 minutes 01 second West along the easterly line of said Parcel 1 of land conveyed to the Spirnak Family Limited Partnership, 239.28 feet to the principal place of beginning and containing 83,707 square feet or 1.9217 acres of land, as described by Donald G. Bohning & Associates, Inc. in January, 2020.

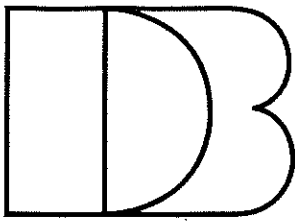
The courses used in this description are referenced to the centerline of Royalton Road as shown on the ODOT Royalton Road Improvement Plans, Project CUY 82-3.66, and are used to indicate angles only.

Michael A. Ackerman

Registered Surveyor No. 8196

m:\adcadd\p\4887-3\documents\legals\pf to lb zoning_3-17-2020.docx





**Donald Bohning
& Associates**

7979 Hub Parkway
Valley View, Ohio 44125

T 216.642.1130
F 216.642.1132

PF to R1-75
Zoning
DGB 4887-3

January, 2020

LEGAL DESCRIPTION

Situated in the City of Strongsville, County of Cuyahoga, and State of Ohio, and known as being part of Original Strongsville Township Lot 15, and bounded and described as follows:

Beginning at a point in the centerline of Webster Road, 60 feet wide, at its intersection with the centerline of Royalton Road (S.R. 82), variable width;

Thence North 0 degrees 06 minutes 20 seconds East along the centerline of Webster Road, 444.14 feet to a point at its intersection with the northerly line of a parcel of land conveyed to Michael J. Rush by deed recorded as A.F.N. 200907220855 of Cuyahoga County Records;

Thence North 89 degrees 53 minutes 40 seconds West along the northerly line of said land conveyed to Michael J. Rush, 30.00 feet to a point in the westerly line of Webster Road, and the principal place of beginning of the parcel herein described;

Thence North 89 degrees 53 minutes 40 seconds West along the northerly line of said land conveyed to Michael J. Rush, 200.00 feet to the northwesterly corner of said land so conveyed;

Thence North 0 degrees 06 minutes 20 seconds East along the northerly prolongation of the westerly line of said land conveyed to Michael J. Rush, 90.00 feet to its intersection with the southerly line of a parcel of land conveyed to Jason E. Simko by deed recorded as A.F.N. 201504280719 of Cuyahoga County Records;

Thence South 89 degrees 53 minutes 40 seconds East along the southerly line of said land conveyed to Jason E. Simko, 200.00 feet to its intersection with the westerly line of Webster Road;

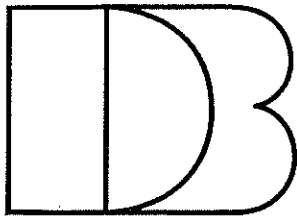
Thence South 0 degrees 06 minutes 20 seconds West along the westerly line of Webster Road, 90.00 feet to the principal place of beginning, and containing 18,000 square feet or 0.4132 acres of land as described by Donald G. Bohning & Associates, Inc. in January, 2020.

The courses used in this description are referenced are referenced to the centerline of Royalton Road as shown on the ODOT Royalton Road Improvement Plans, Project CUY 82-3.66, and are used to indicate angles only.

Michael A. Ackerman
Registered Surveyor No. 8196

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**Donald Bohning
& Associates**

7979 Hub Parkway
Valley View, Ohio 44125

T 216.642.1130

F 216.642.1132

PF
Zoning
DGB 4887-3

January, 2020

LEGAL DESCRIPTION

Situated in the City of Strongsville, County of Cuyahoga, and State of Ohio, and known as being part of Original Strongsville Township Lot 15, and bounded and described as follows:

Beginning at a point in the centerline of Royalton Road (S.R. 82), variable width, at its intersection with the centerline of Webster Road, 60 feet wide;

Thence South 89 degrees 13 minutes 56 seconds West along the centerline of Royalton Road, 588.63 feet to its intersection with the easterly line of Parcel 1 of land conveyed to the Spirnak Family Limited Partnership by deed recorded as AFN 200201020417 of Cuyahoga County Records;

Thence North 0 degrees 59 minutes 01 second East along the easterly line of said Parcel 1 of land conveyed to the Spirnak Family Limited Partnership, 48.02 feet to its intersection with the northerly line of Royalton Road;

Thence North 0 degrees 59 minutes 01 second East along the easterly line of said Parcel 1 of land conveyed to the Spirnak Family Limited Partnership, 239.28 feet to a point, and the principal place of beginning of the parcel herein described;

Thence South 89 degrees 13 minutes 56 seconds West, 350.00 feet to its intersection with the easterly line of a parcel of land conveyed to Debra M. Jones by deed recorded as A.F.N. 201509030621 of Cuyahoga County Records;

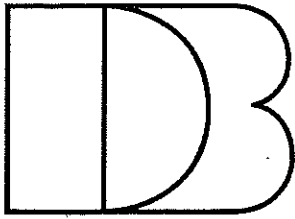
Thence North 0 degrees 59 minutes 01 second East along the easterly line of said land conveyed to Debra M. Jones, 32.70 feet to its intersection with the northerly line of said land so conveyed;

Thence South 89 degrees 13 minutes 56 seconds West along the northerly line of said land conveyed to Debra M. Jones, 217.00 feet to its intersection with the westerly line of said land so conveyed;

Thence South 0 degrees 59 minutes 01 second West along the westerly line of said land conveyed to Debra M. Jones, 276.98 feet to its intersection with the northerly line of Royalton Road;

Thence South 89 degrees 13 minutes 56 seconds West along the northerly line of Royalton Road, 240.19 feet to its intersection with the easterly line of a parcel of land conveyed to Board of Park Commissioners by deed recorded in Volume 5150, Page 18 of Cuyahoga County Records;

Thence North 0 degrees 44 minutes 00 seconds East along the easterly line of said land conveyed to Board of Park Commissioners, 1070.86 feet to its intersection with the southerly line of the Chasemoor Subdivision as shown by the plat recorded in Volume 274, Page 34 of Cuyahoga County Map Records;



**Donald Bohning
& Associates**

7979 Hub Parkway
Valley View, Ohio 44125

T 216.642.1130

F 216.642.1132

PF :
Zoning
DGB 4887-3

Thence North 89 degrees 14 minutes 16 seconds East along the southerly line of said Chasemoor Subdivision, 1353.42 feet to its intersection with the westerly line of Webster Road;

Thence South 0 degrees 06 minutes 20 seconds West along the westerly line of Webster Road, 58.89 feet to its intersection with the northerly line of a parcel of land conveyed to Sophia Maloof by deed recorded as AFN 201708100558 of Cuyahoga County Records;

Thence North 89 degrees 53 minutes 40 seconds West along the northerly line of said land conveyed to Sophia Maloof, 200.00 feet to its intersection with the westerly line of said land so conveyed;

Thence South 0 degrees 06 minutes 20 seconds West along the westerly line of said land conveyed to Sophia Maloof, 90.00 feet to its intersection with the southerly line of said land so conveyed;

Thence South 89 degrees 53 minutes 40 seconds East along the southerly line of said land conveyed to Sophia Maloof, 200.00 feet to its intersection with the westerly line of Webster Road;

Thence South 0 degrees 06 minutes 20 seconds West along the westerly line of Webster Road, 140.00 feet to a point;

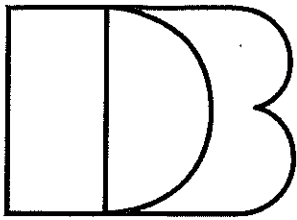
Thence North 89 degrees 53 minutes 40 seconds West, 200.00 feet to the northwesterly corner, thereof;

Thence South 0 degrees 06 minutes 20 seconds West and along the westerly line of a parcel of land conveyed to Thomas W. & Jacqueline M. Kruggel by deed recorded as A.F.N. 200507010484 of Cuyahoga County Records; to Thomas W. and Jacqueline M. Kruggel, 190.00 feet to its intersection with the northerly line of a parcel of land conveyed to Jason E. Simko by deed recorded as AFN 201504280719 of Cuyahoga County Records;

Thence North 89 degrees 53 minutes 40 seconds West along the northerly line of said land conveyed to Jason E. Simko, 100.00 feet to its intersection with the westerly line of said land so conveyed;

Thence South 0 degrees 06 minutes 20 seconds West along the westerly line of said land conveyed to Jason E. Simko, 100.00 feet to its intersection with the southerly line of said land so conveyed;

Thence South 89 degrees 53 minutes 40 seconds East, 100.00 feet to its intersection with the northerly prolongation of the westerly line of a parcel of land conveyed to Michael J. Rush by deed recorded as AFN 200907220855 of Cuyahoga County Records;



**Donald Bohning
& Associates**

7979 Hub Parkway
Valley View, Ohio 44125

T 216.642.1130

F 216.642.1132

PF
Zoning
DGB 4887-3

Thence South 0 degrees 06 minutes 20 seconds West along the northerly prolongation of the westerly line of said land conveyed to Michael J. Rush and said line, 180.00 feet to the southwestly corner, thereof;

Thence North 89 degrees 53 minutes 40 seconds West along the westerly prolongation of the southerly line of said land conveyed to Michael J. Rush, 353.00 feet to its intersection with the easterly line of said Parcel 1 of land conveyed to the Spirnak Family Limited Partnership;

Thence South 0 degrees 59 minutes 01 second West along the easterly line of said Parcel 1 of said land conveyed to the Spirnak Family Limited Partnership, 75.86 feet to the principal place of beginning and containing 23.2336 acres of land as described by Donald G. Bohning & Associates, Inc. in January, 2020.

The courses used in this description are referenced to the centerline of Royalton Road as shown on the ODOT Royalton Road Improvement Plans, Project CUY 82-3.66, and are used to indicate angles only.

Michael A. Ackerman

Registered Surveyor No. 8196

m:\adcadd\p\4887-3\documents\legals\pf zoning_3-17-2020.docx



DATE	REVISIONS	BY



ZONING LEGEND	
[Pattern]	CURRENT PF ZONING TO REMAIN
[Pattern]	CURRENT PF ZONING RE-DESIGNED TO R1-75
[Pattern]	CURRENT PF ZONING RE-DESIGNED TO LB

MAP TO ACCOMPANY LEGAL DESCRIPTIONS FOR ZONING REQUEST

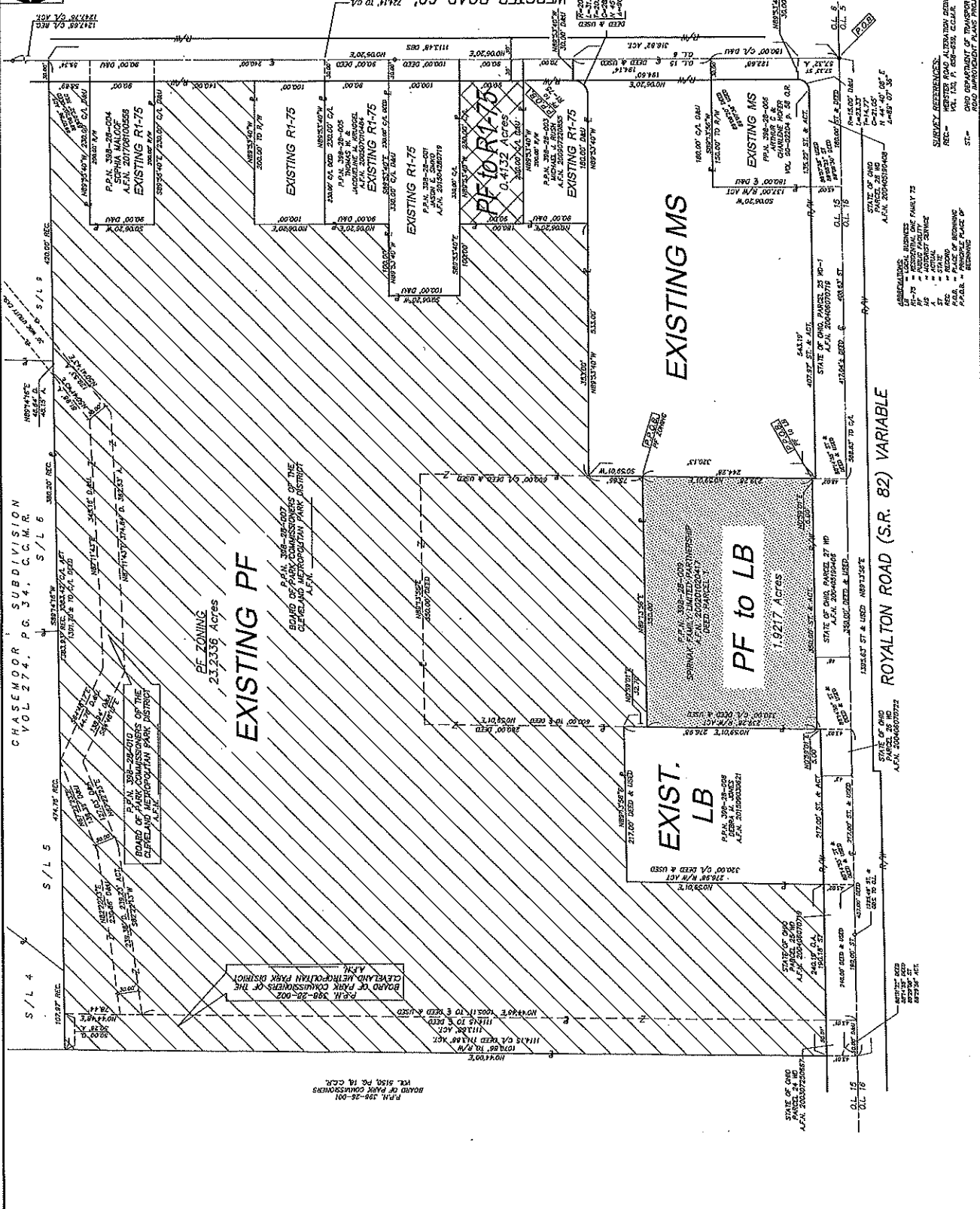
BEING PART OF ORIGINAL STRONGSVILLE TOWNSHIP LOT 15 NOW IN THE CITY OF STRONGSVILLE CUYAHOGA COUNTY, OHIO

DISTANCES ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF. APPROXIMATIONS ARE PERMITTED TO AN ASSUMED MEAN AND WHEN NECESSARY THE BEST OF THE PROFESSIONAL KNOWLEDGE, INFORMATION AND BELIEF.

Michael J. ...
REGISTERED SURVEYOR NO. 8282

RONALD G. BOWING & ASSOCIATES, INC.
CIVIL ENGINEERING & SURVEYING
7700 W. PARKWAY - VALLEY ROCK DR. 44135
PHONE: 330.482.1100 FAX: 330.482.1110

DATE: FEB. 2019
SCALE: 1"=60'
PROJECT: 4887703-1S
SHEET: 4887-3



CHASEWOOD SUBDIVISION
VOL. 274, PG. 34, C.C. & C.R.
S/L 6

EXISTING PF
PF ZONING
23.3336 Acres

P.P.A. 308-26-007
BOARD OF PARK COMMISSIONERS OF THE
CLEVELAND METROPOLITAN PARK DISTRICT
A.F.N. 20180420019

EXIST. LB
P.P.A. 308-26-006
STATE OF OHIO
A.F.N. 20180300281

EXISTING MS

PF to R1-75
0.4132 Acres

P.P.A. 308-26-004
SOPHIA MALOOF
A.F.N. 20170610058
EXISTING R1-75

EXIST. LB
P.P.A. 308-26-005
STATE OF OHIO
A.F.N. 20180300281

PF to LB
1.9217 Acres

P.P.A. 308-26-003
SHIRLEY ANN GARDNER
A.F.N. 20180300278

EXISTING R1-75

EXISTING R1-75
P.P.A. 308-26-001
STATE OF OHIO
A.F.N. 20180300280

EXISTING R1-75
P.P.A. 308-26-002
BOARD OF PARK COMMISSIONERS OF THE
CLEVELAND METROPOLITAN PARK DISTRICT
A.F.N. 20180300280

ROYALTON ROAD (S.R. 82) VARIABLE

STATE OF OHIO
PARCEL 88 NO
A.F.N. 20040907292

STATE OF OHIO
PARCEL 89 NO
A.F.N. 20040907293

STATE OF OHIO
PARCEL 90 NO
A.F.N. 20040907294

STATE OF OHIO
PARCEL 91 NO
A.F.N. 20040907295

STATE OF OHIO
PARCEL 92 NO
A.F.N. 20040907296

STATE OF OHIO
PARCEL 93 NO
A.F.N. 20040907297

STATE OF OHIO
PARCEL 94 NO
A.F.N. 20040907298

STATE OF OHIO
PARCEL 95 NO
A.F.N. 20040907299

STATE OF OHIO
PARCEL 96 NO
A.F.N. 20040907300

STATE OF OHIO
PARCEL 97 NO
A.F.N. 20040907301

STATE OF OHIO
PARCEL 98 NO
A.F.N. 20040907302

STATE OF OHIO
PARCEL 99 NO
A.F.N. 20040907303

STATE OF OHIO
PARCEL 100 NO
A.F.N. 20040907304

ADJACENT PROPERTIES

11148 ACT. 11149 ACT. 11150 ACT. 11151 ACT. 11152 ACT. 11153 ACT. 11154 ACT. 11155 ACT. 11156 ACT. 11157 ACT. 11158 ACT. 11159 ACT. 11160 ACT.

11161 ACT. 11162 ACT. 11163 ACT. 11164 ACT. 11165 ACT. 11166 ACT. 11167 ACT. 11168 ACT. 11169 ACT. 11170 ACT. 11171 ACT. 11172 ACT. 11173 ACT. 11174 ACT. 11175 ACT.

11176 ACT. 11177 ACT. 11178 ACT. 11179 ACT. 11180 ACT. 11181 ACT. 11182 ACT. 11183 ACT. 11184 ACT. 11185 ACT. 11186 ACT. 11187 ACT. 11188 ACT. 11189 ACT. 11190 ACT.

11191 ACT. 11192 ACT. 11193 ACT. 11194 ACT. 11195 ACT. 11196 ACT. 11197 ACT. 11198 ACT. 11199 ACT. 11200 ACT.

SURVEY REFERENCES

11148 ACT. 11149 ACT. 11150 ACT. 11151 ACT. 11152 ACT. 11153 ACT. 11154 ACT. 11155 ACT. 11156 ACT. 11157 ACT. 11158 ACT. 11159 ACT. 11160 ACT.

11161 ACT. 11162 ACT. 11163 ACT. 11164 ACT. 11165 ACT. 11166 ACT. 11167 ACT. 11168 ACT. 11169 ACT. 11170 ACT. 11171 ACT. 11172 ACT. 11173 ACT. 11174 ACT. 11175 ACT.

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11191 ACT. 11192 ACT. 11193 ACT. 11194 ACT. 11195 ACT. 11196 ACT. 11197 ACT. 11198 ACT. 11199 ACT. 11200 ACT.



That I, JOHN J. SPIRNAK, TRUSTEE OF THE JOHN J. SPIRNAK LIVING TRUST
dated February 28, 2000, as amended,

CUYAHOGA COUNTY RECORDER
PATRICK J. O'MALLEY
DEQC 01/02/2002 02:20:06 PM
200201020417

on March 1, 2000, the Grantor,
who claims title by or through instruments, recorded in ~~Volume~~ ~~Page~~,
as Document Numbers 200003010655 and 200003010656,
County Recorder's Office, for the consideration of

One and 00/100 Dollars (\$ 1.00)
received to my full satisfaction of SPIRNAK FAMILY LIMITED PARTNERSHIP

the Grantee,

whose TAX MAILING ADDRESS will be 14010 Royalton Road, Strongsville,
Ohio 44136,

have Given, Granted, Remised, Released and Forever Quit-Claimed and do by these
presents absolutely give, grant, remise, release and forever quit-claim unto the said
grantee ~~his and assigns~~ forever, all such right and
title as I, the said grantor, have or ought to have in and to the
following described pieces or parcels of land, situated in the City of
Strongsville, County of Cuyahoga and State of Ohio:

See Exhibit "X" attached hereto and incorporated herein by
this reference thereto.

Parcel Numbers 398-28-007 and 398-28-009

Commonly known and designated as 14010 Royalton Road, Strongsville, Ohio 44136

PARCEL NO. 398-28-007, 009

CONVEYANCE IS IN COMPLIANCE WITH SEC. 319.202 O.R.C.

PAID

JAN 02 2002

Conveyance Fee Receipt No. 000726
TYPE ARMS LENGTH YES () NO ()
FRANK RUSSO, Cuyahoga County Auditor By Deputy

[Handwritten signatures and stamps]

To Have and to Hold the premises aforesaid, with the appurtenances there-
 unto belonging to the said grantee, his successor(s) nor any other persons
 so that neither the said grantor, nor in trust, shall or will hereafter claim or
 claiming title through or under grantor, demand any right or title to the premises, or any part thereof; but they and every
 one of them shall by these presents be excluded and forever barred.

~~XXXX XXX~~
~~XXXX XXX~~
 and expectancy of the above described premises.

In Witness Whereof, I have hereunto set my hand, the
 31st day of December, in the year of our Lord one thousand

2001.
 Signed and acknowledged in presence of

Paul Y. Shapiro
 Paul Y. Shapiro

John J. Spirnak
 John J. Spirnak, Trustee of the
 John J. Spirnak Living Trust
 dated February 28, 2000, as amended

Bonifant Olmanns
 Bonifant Olmanns

State of Ohio, ss. Before me, a Notary Public
 Cuyahoga County, in and for said County and State, personally appeared
 the above named JOHN J. SPIRNAK, TRUSTEE of the John J. Spirnak Living Trust
 dated February 28, 2000, as amended,

who acknowledged that he did sign the foregoing instrument and that the
 same is his free act and deed, individually and as said trustee.

In Testimony Whereof, I have hereunto set my hand and
 official seal, at Cleveland, Ohio
 this 31st day of December, A. D. 2001
Paul Y. Shapiro
 Notary Public

PAUL Y. SHAPIRO, Attorney
 CUYAHOGA COUNTY, OHIO

This instrument prepared by:
 Persky, Shapiro & Arnoff Co., L.P.A.
 Terminal Tower, Suite 1410
 50 Public Square
 Cleveland, Ohio 44113-2204
 (216) 241-3737

CUYAHOGA COUNTY RECORDER
 200201020417 PAGE 2 of 6



JOHN J. SPIRNAK, TRUSTEE OF THE
 JOHN J. SPIRNAK LIVING TRUST
 DATED FEBRUARY 28, 2000,
 AS AMENDED TO
 SPIRNAK FAMILY LIMITED PARTNERSHIP

Transferred _____ 19 _____

COUNTY AUDITOR _____

State of Ohio

County of _____ ss _____

Recorded for Record on the _____

day of _____ 19 _____

at _____ o'clock _____ M.

and Recorded _____ 19 _____ in _____

Book _____ Page _____

Recorders fee \$ _____ COUNTY RECORDER _____

This instrument prepared by:

EXHIBIT "X"

CUYAHOGA COUNTY RECORDER

200201020417 PAGE 3 of 6

SCHEDULE OF PROPERTY

PARCEL 1:

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

and known as being part of Original Strongsville Township Lot No. 15, bounded and described as follows:

beginning in the center line of Royalton Road, 60 feet wide, at its intersection with the Easterly line of a parcel of land conveyed to the Board of Park Commissioners by deed dated October 3, 1940 and recorded in Volume 5150, Page 18 of Cuyahoga County Records, said point of intersection being also the Southwesterly corner of a parcel of land conveyed to Royal Webster Inc. by deed dated October 19, 1965 and recorded in Volume 11660, Page 433 of Cuyahoga County Records;

Thence North 88° 12' 20" East, 457.00 feet along the said center line of Royalton Road and Southerly line of said Original Lot No. 15 to a point therein and the principal place of beginning for the premises described herein;

Thence North 0° 02' 35" West and parallel with the Easterly line of land conveyed to the Board of Park Commissioners as aforesaid, 600.00 feet to a point;

Thence North 88° 12' 20" East and parallel with the said center line of Royalton Road, 350.00 feet to a point;

Thence South 0° 02' 35" East and parallel with the aforesaid Easterly line of land conveyed to the Board of Park Commissioners, 600.00 feet to the said center line of Royalton Road;

Thence South 88° 12' 20" West, 350.00 feet along the said center line of Royalton Road to the principal place of beginning and containing 4.819 acres of land, be the same more or less but subject to all legal highways.

Permanent Parcel No. 398-28-9

PARCEL 2:

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

And known as being part of Original Strongsville Township Lot No. 15, and bounded and described as follows:

Beginning at a point distant South $88^{\circ} 12' 20''$ West, measured along the centerline of Royalton Road, 180.00 feet from an iron monument at the intersection of the centerline of Royalton Road with the centerline of Webster Road, said point being at the Southwesterly corner of land conveyed to The Standard Oil Company by deed dated October 21, 1963 and recorded in Volume 10982 Page 371 of Cuyahoga County Records;

Thence South $88^{\circ} 12' 20''$ West, about 417.04 feet, measured along the centerline of Royalton Road and Southerly line of Original Lot No. 15 to a point;

Thence North $0^{\circ} 02' 35''$ West and parallel to the Easterly line of land conveyed to the Board of Park Commissioners by deed dated October 3, 1940 and recorded in Volume 5150, Page 18 of Cuyahoga County Records, 600.00 feet to a point;

Thence South $88^{\circ} 12' 20''$ West and parallel to the centerline of said Royalton Road, 350.00 feet to a point;

Thence South $0^{\circ} 02' 35''$ East and parallel to the said Easterly line of land conveyed to the Board of Park Commissioners as aforesaid, 280.00 feet to a point;

Thence South $88^{\circ} 12' 20''$ West and parallel to the centerline of said Royalton Road, 217.00 feet to a point;

Thence South $0^{\circ} 02' 35''$ East and parallel to the said Easterly line of land conveyed to the Board of Park Commissioners as aforesaid, 320.00 feet to the centerline of said Royalton Road;

Thence South $88^{\circ} 12' 20''$ West, 240.00 feet measured along the centerline of Royalton Road, and the Southerly line of said Original Lot No. 15 to the Southeastery corner of a parcel of land conveyed to the Board of Park Commissioners by deed dated October 3, 1940 and recorded in Volume 5150, Page 18 of Cuyahoga County Records;

Thence North $0^{\circ} 02' 35''$ West, about 1114.15 feet, measured along the Easterly line of land so conveyed to the said Board of Park Commissioners to a point;

Thence Easterly and parallel to Royalton Road about 1391.73 feet to a point on the centerline of Webster Road;

Thence South $0^{\circ} 56' 00''$ East, along the centerline of Webster Road, 59.81 feet to the Northeastery corner of land conveyed to George A. Hanslik, Jr. and Helen M. Hanslik by deed dated July 13, 1961 and recorded in Volume 10181, Page 268 of Cuyahoga County Records;

Thence South $89^{\circ} 04' 00''$ West, along the Northerly line of land so conveyed, 230.00 feet to a point;

Thence South $0^{\circ} 56' 00''$ East, along the Westerly line of land so conveyed to George A. Hanslik, Jr. and Helen M. Hanslik, 90.00 feet to the Southwesterly corner thereof;

Thence North $89^{\circ} 04' 00''$ East, along the Southerly line of land so conveyed, 230.00 feet to the centerline of Webster Road;

Thence South 0° 56' 00" East, along the centerline of Webster Road, 240.00 feet to the Northeastly corner of land conveyed to Grand Construction Company by deed dated September 30, 1961 and recorded in Volume 10305, Page 671 of Cuyahoga County Records;

Thence South 89° 04' 00" West, along the Northerly line of land so conveyed to Grand Construction Company, 230.00 feet to the Northwestly corner thereof;

Thence South 0° 56' 00" East, along the Westerly line of land so conveyed, 90.00 feet to the Southwestly corner thereof;

Thence South 89° 04' 00" West, 100.00 feet to a point;

Thence South 0° 56' 00" East, 100.00 feet to a point;

Thence North 89° 04' 00" East, 330.00 feet to the centerline of Webster Road;

Thence South 0° 56' 00" East, along the centerline of Webster Road, 90.00 feet to the Northeastly corner of land conveyed to The Grand Construction Company by deed dated August 17, 1957 and recorded in Volume 8897, Page 636 of Cuyahoga County Records;

Thence South 89° 04' 00" West, along the Northerly line of land so conveyed, 230.00 feet to the Northwestly corner thereof;

Thence South 0° 56' 00" East, along the Westerly line of land so conveyed to The Grand Construction Company as last aforesaid, 90.00 feet to a point;

Thence North 89° 04' 00" East, along the most Southerly line of land so conveyed, 180.00 feet to a point of curvature therein;

Thence Northeastly continuing along the line of land so conveyed, being along the arc of a curve deflecting to the left, 31.42 feet to the Westerly line of Webster Road, said curve having a radius of 20.00 feet and a chord which bears North 44° 04' 00" East, 28.28 feet;

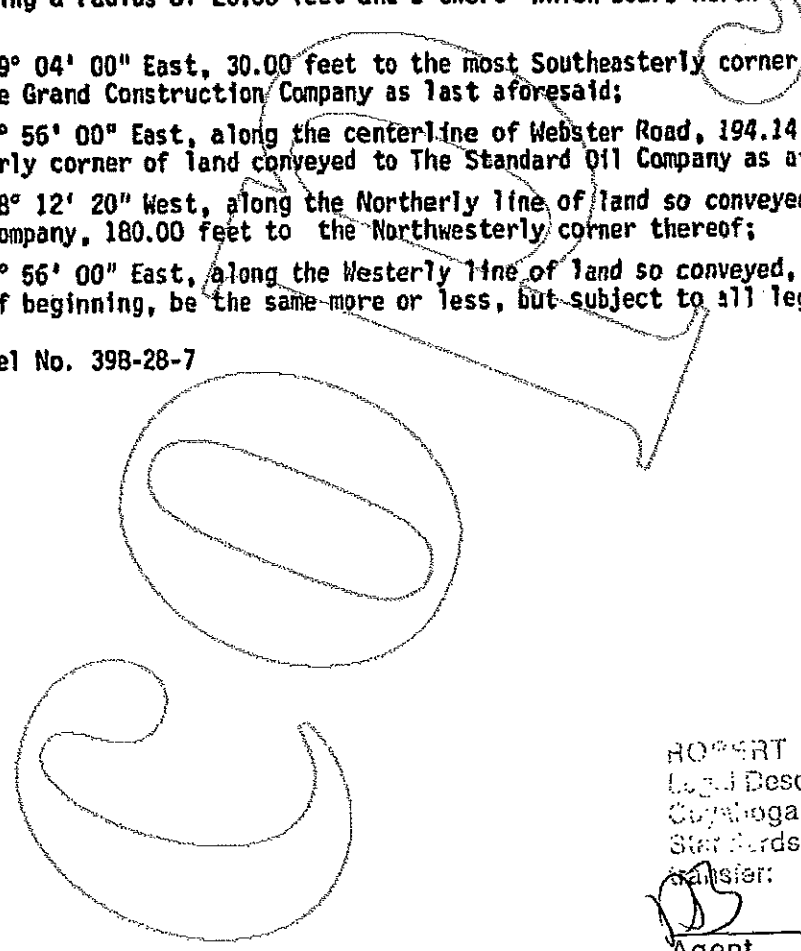
Thence North 89° 04' 00" East, 30.00 feet to the most Southeastly corner of land conveyed to The Grand Construction Company as last aforesaid;

Thence South 0° 56' 00" East, along the centerline of Webster Road, 194.14 feet to the Northeastly corner of land conveyed to The Standard Oil Company as aforesaid;

Thence South 88° 12' 20" West, along the Northerly line of land so conveyed to The Standard Oil Company, 180.00 feet to the Northwestly corner thereof;

Thence South 0° 56' 00" East, along the Westerly line of land so conveyed, 180.00 feet to the place of beginning, be the same more or less, but subject to all legal Highways.

Permanent Parcel No. 398-28-7



ROBERT KLAIBER P.E., P.S.
Legal Description complies with
Cuyahoga County Conveyance
Statute and is approved for
transfer: **JAN 02 2002**


Agent

Date

3-1-3

832834

WARRANTY DEED—No. 102A

WL58858 861

The Ohio Legal Blank Co. Cleveland
Publishers and Dealers Since 1883

Know all Men by these Presents

That We, MICHAEL S. SPIRNAK and BETTY J. SPIRNAK (Husband and Wife), the Grantors
who claim title by or through instrument, recorded in Volume, Page,
County Recorder's Office, for the consideration of

TEN and NO/100 ***** Dollars (\$ 10.00)
and other good and valuable consideration
received to their full satisfaction of

RICHARD LEE DAVIS, JR. and ANNA MARIE DAVIS (Husband and Wife) the Grantees,
whose TAX MAILING ADDRESS will be do

7704 Palmyra Drive, Fair Oaks, California 95628

Give, Grant, Transfer, Sell and Convey unto the said Grantees, their
heirs and assigns, the following described premises, situated in the City of
Strongsville, County of Cuyahoga and State of Ohio:

SEE ATTACHED SHEETS (2)

VOID

be the same more or less, but subject to all legal highways.

VI 155957 862

To Have and to Hold the above granted and bargained premises, with the appurtenances thereof, unto the said Grantees, their heirs and assigns forever.

And We, MICHAEL S. SPIRNAK and BETTY J. SPIRNAK (Husband and Wife) the said Grantor s, do for ourselves and our heirs, executors and administrators, covenant with the said Grantee s, their heirs and assigns, that at and until the making of these presents, We are well seized of the above described premises, as a good and indefeasible estate in FEE SIMPLE, and have good right to bargain and sell the same in manner and form as above written, and that the same are free from all incumbrances whatsoever and free and clear of all liens, clouds and encumbrances whatsoever, except for restrictions, reservations, limitations, easements, zoning ordinances of record, if any, and taxes and assessments for the tax year 1982 and thereafter.

and that we will Warrant and defend said premises, with the appurtenances thereto belonging, to the said Grantees, their heirs and assigns, against all lawful claims and demands whatsoever

And for valuable consideration I, BETTY J. SPIRNAK (Wife of Michael) and I, MICHAEL S. SPIRNAK (Husband of Betty) do hereby remise, release and forever quit-claim unto the said Grantee s, their heirs and assigns, all our right and expectancy of DOWRY in the above described premises.

In Witness Whereof We have hereunto set our hands, the 20th day of December, in the year of our Lord one thousand nine hundred and Eighty-two

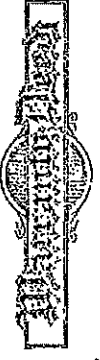
Signed and acknowledged in presence of
C.D. School
C.P. School
Marta G. Zeller
Marta G. Zeller
Michael S. Spirnak
Betty J. Spirnak
Betty J. Spirnak

State of Ohio
Cuyahoga County, ss. Before me, a Notary Public in and for said County and State, personally appeared the above named MICHAEL S. SPIRNAK and BETTY J. SPIRNAK (Husband and Wife) who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal, at Cleveland, Ohio this 20th day of December, A.D. 19 82

This instrument prepared by:
ALFRED J. TODARO, ESQ.
623 St. Clair Avenue, N.W.
Cleveland, Ohio 44113
(216) 771-1030

Notary Public - State of Ohio
My Comm. Exp. 12-31-83
Section 1-7-33 R.C.



MICHAEL S. SPIRNAK and BETTY J. SPIRNAK (Husband and Wife).
TOD
RICHARD LEE DAVIS, JR. and ANNA MARIE DAVIS (Husband and Wife)

County of _____
State of Ohio
COUNTY AUDITOR

Received for Record on the _____ day of _____ 19 _____ at _____ o'clock _____ M. and Recorded _____ 19 _____ in _____ Book _____
Notary Public
County Recorder
This instrument prepared by _____

VEL156957 863

A One-half undivided interest in the following:
And known as being part of Original Strongsville Township Lot No. 15, and
bounded and described as follows:

Beginning at a point distant South $88^{\circ} 12' 20''$ West, measured along
the centerline of Royalton Road, 180.00 feet from an iron monument at the
intersection of the centerline of Royalton Road with the centerline of
Webster Road, said point being at the Southwest corner of land conveyed
to The Standard Oil Company by deed dated October 21, 1963 and recorded in
Volume 10982 Page 371 of Cuyahoga County Records;

Thence South $88^{\circ} 12' 20''$ West, about 417.04 feet, measured along
the centerline of Royalton Road and Southerly line of Original Lot No. 15
to a point;

Thence North $02^{\circ} 02' 35''$ West and parallel to the Easterly line of
land conveyed to the Board of Park Commissioners by deed dated October 3, 1940
and recorded in Volume 5450, Page 18 of Cuyahoga County Records, 600.00 feet
to point;

Thence South $88^{\circ} 12' 20''$ West and parallel to the centerline of
said Royalton Road, 350.00 feet to a point;

W11569571 064

Thence South 0° 02' 35" East and parallel to the said Easterly line of land conveyed to the Board of Park Commissioners as aforesaid, 280.00 feet to a point;

Thence South 88° 12' 20" West and parallel to the centerline of said Royalton Road, 217.00 feet to a point;

Thence South 0° 02' 35" East and parallel to the said Easterly line of land conveyed to the Board of Park Commissioners as aforesaid, 320.00 feet to the center line of said Royalton Road;

Thence South 88° 12' 20" West, 240.00 feet measured along the centerline of Royalton Road, and the Southerly line of said Original Lot No. 15 to the Southeasterly corner of a parcel of land conveyed to the Board of Park Commissioners by deed dated October 3, 1940 and recorded in Volume 5150, Page 18 of Cuyahoga County Records;

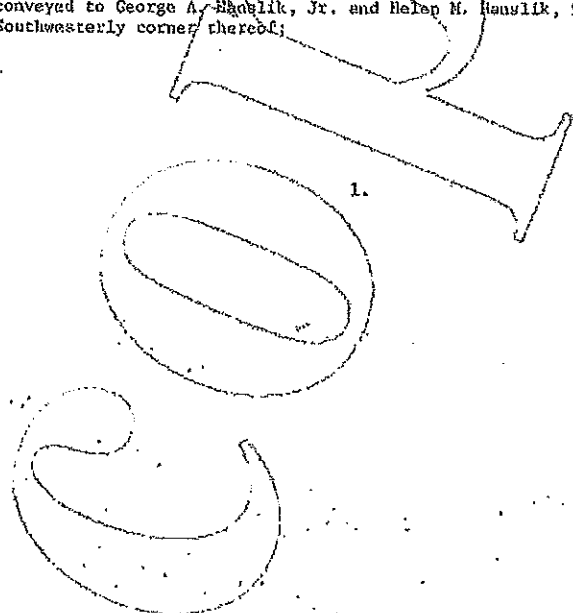
Thence North 0° 02' 35" West, about 1114.15 feet, measured along the Easterly line of land so conveyed to the said Board of Park Commissioners to a point;

Thence Easterly and parallel to Royalton Road about 1391.73 feet to a point on the centerline of Webster Road;

Thence South 0° 56' 00" East, along the centerline of Webster Road, 59.81 feet to the Northeastery corner of land conveyed to George A. Hanslik, Jr. and Helen M. Hanslik by deed dated July 13, 1961 and recorded in Volume 10181, Page 268 of Cuyahoga County Records;

Thence South 89° 04' 00" West, along the Northerly line of land so conveyed, 230.00 feet to a point;

Thence South 0° 56' 00" East, along the Westerly line of land so conveyed to George A. Hanslik, Jr. and Helen M. Hanslik, 90.00 feet to the Southwestery corner thereof;



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Thence North 89° 04' 00" East, along the Southerly line of land so conveyed, 230.00 feet to the centerline of Webster Road;
Thence South 0° 56' 00" East, along the centerline of Webster Road, 240.00 feet to the Northeastly corner of land conveyed to Grand Construction Company by deed dated September 30, 1961 and recorded in Volume 10305, Page 671 of Cuyahoga County Records;
Thence South 89° 04' 00" West, along the Northerly line of land so conveyed to Grand Construction Company, 230.00 feet to the Northwestly corner thereof;
Thence South 0° 56' 00" East, along the Westerly line of land so conveyed, 90.00 feet to the Southwestly corner thereof;
Thence South 89° 04' 00" West, 100.00 feet to a point;
Thence South 0° 56' 00" East, 100.00 feet to a point;
Thence North 89° 04' 00" East, 330.00 feet to the centerline of Webster Road;
Thence South 0° 56' 00" East, along the centerline of Webster Road, 90.00 feet to the Northeastly corner of land conveyed to The Grand Construction Company by deed dated August 17, 1957 and recorded in Volume 8897, Page 636 of Cuyahoga County Records;
Thence South 89° 04' 00" West, along the Northerly line of land so conveyed, 230.00 feet to the Northwestly corner thereof;
Thence South 0° 56' 00" East, along the Westerly line of land so conveyed to The Grand Construction Company as last aforesaid, 90.00 feet to a point;
Thence North 89° 04' 00" East, along the most Southerly line of land so conveyed, 180.00 feet to a point of curvature therein;
Thence Northeastly continuing along the line of land so conveyed, being along the arc of a curve deflecting to the left, 31.42 feet to the Westerly line of Webster Road, said curve having a radius of 20.00 feet and a chord which bears North 44° 04' 00" East, 28.28 feet;
Thence North 89° 04' 00" East, 30.00 feet to the most Southeastly corner of land conveyed to The Grand Construction Company as last aforesaid;
Thence South 0° 56' 00" East, along the centerline of Webster Road, 194.14 feet to the Northeastly corner of land conveyed to The Standard Oil Company as aforesaid;
Thence South 88° 12' 20" West, along the Northerly line of land so conveyed to The Standard Oil Company, 180.00 feet to the Northwestly corner thereof;
Thence South 0° 56' 00" East, along the Westerly line of land so conveyed, 180.00 feet to the place of beginning, be the same more or less, but subject to all legal Highways.

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COPY

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869884 97

CUYAHOGA COUNTY
VOL. 15695
DEC 30 12 53 PM '82
RECEIVED - TAX
CITY OF CUYAHOGA

PARCEL NO. 398-26-2
COMPLIANCE IS IN COMPLIANCE WITH SEC. 37A.021 C.R.C.
PAID

DEC 30 1982
AMOUNT PAID 1470817
TYPE ADH

CITY TITLE COMPANY
57797

ACTION ITEMS (cont.)**(c) *Authorization of Mill Stream Run Forest Preservation Project (±23.9 acres) – Mill Stream Run Reservation***

(Originating Sources: Brian M. Zimmerman, Chief Executive Officer/Joseph V. Roszak, Chief Operating Officer/Rosalina M. Fini, Chief Legal & Ethics Officer/Kyle G. Baker, Director of Real Estate & Senior Assistant Legal Counsel/Stephanie Kutsko, Land Protection Manager/Kristen Trolio, Grants Manager)

Cleveland Metroparks has the opportunity to acquire ±23.9 acres of greenspace north of Royalton Road and west of Webster Road in the City of Strongsville. The Riser Foods Company (“Riser”) parcel is ±22.0 acres and the Lori F. Catanzarite (“Catanzarite”) linear parcels that run along the western border and northern portion of the Riser property are ±1.9 acres and will be donated to Cleveland Metroparks. Collectively these three parcels total ±23.9 acres (the “Property”) and together create a large tract of contiguous forestland. A map of the Property is on page **86208**. The Property is adjacent to Mill Stream Run Reservation and the acquisition of the Property is an opportunity to protect the existing forest cover to ensure the continuity of the forest canopy for plant and animal species. In addition to the forested areas, the Property contains a direct tributary to the East Branch Rocky River and some associated floodplain wetlands. The upper portion of the tributary stream valley supports a relatively mature floodplain forest with a small number of large cottonwoods and sycamore with scattered box-elder and American elm.

This property has long been identified by Cleveland Metroparks as a priority for protection. *Cleveland Metroparks 2000: Conserving our Natural Heritage* master plan identified the Property as a significant natural resource in need of protection. The plan identified the Property as a high priority for preservation, with a high level of threat to habitat loss. *Cleveland Metroparks 2020: The Emerald Necklace Centennial Plan* identifies wetland and headwater stream catchments, such as the Property, as protection priorities for Mill Stream Run Reservation.

Staff has identified grant funds for the acquisition and restoration of the Property. The Ohio Forested Habitat Fund is administered through The Conservation Fund and the required resolution for the acceptance of these funds is on page **86209**. Staff is recommending the following assemblage to acquire the Property:

Funding Sources	Amount
The Conservation Fund - Ohio Forested Habitat Fund Grant	\$461,175
Matching Funds:	
Bargain Sale (Riser)	\$220,000
Land Donation (Catanzarite)	\$70,000
Cleveland Metroparks (due diligence, acquisition and restoration)	\$171,175
Total:	\$922,350

ACTION ITEMS (cont.)

Riser is under contract to acquire a larger assemblage of parcels adjacent to the Property and intends to develop the corner of Royalton Road and Webster Road and sell the remaining ± 22.0 acres to Cleveland Metroparks for \$600,000. In order to develop this corner property, Riser needs to obtain rezoning approval from the City of Strongsville. Cleveland Metroparks acquisition of the Property is contingent upon Riser successfully obtaining zoning changes and lot split approvals from the City of Strongsville. As a condition of the Catanzarite donation, the acquisition of the Catanzarite parcels is contingent upon the Cleveland Metroparks acquiring the Riser parcel.

Judge Anthony J. Russo approved the acceptance of the donated fee Catanzarite parcels of land pursuant to Chapter 1545 of the Ohio Revised Code prior to the Board's consideration.

No. 18-05-066:

It was moved by Vice President Berry, seconded by Vice President Rinker and carried, to authorize the contribution of up to \$171,175 along with other customary closing costs and accept the acquisition of fee simple title of ± 22 acres, from Riser Foods Company, for a purchase price of \$600,000, and the acceptance of a donation of fee simple title of ± 1.9 acres, from Lori F. Catanzarite, as hereinabove described, subject to the approval of the environmental assessment report and evidence of title, including exceptions to title, by the Chief Legal and Ethics Officer; further that the Board authorize the grant agreement with the Conservation Fund for funding assistance through the Ohio Forested Habitat Fund as described above; further, to authorize and agree to obligate the funds required to satisfactorily complete the proposed project and become eligible for reimbursement under the terms and conditions of the program; and finally, that the Board authorize the Chief Executive Officer to enter into agreements and execute any other documents as may be required to accept the grant upon award and to acquire the Property; form of document(s) to be approved by Chief Legal and Ethics Officer.

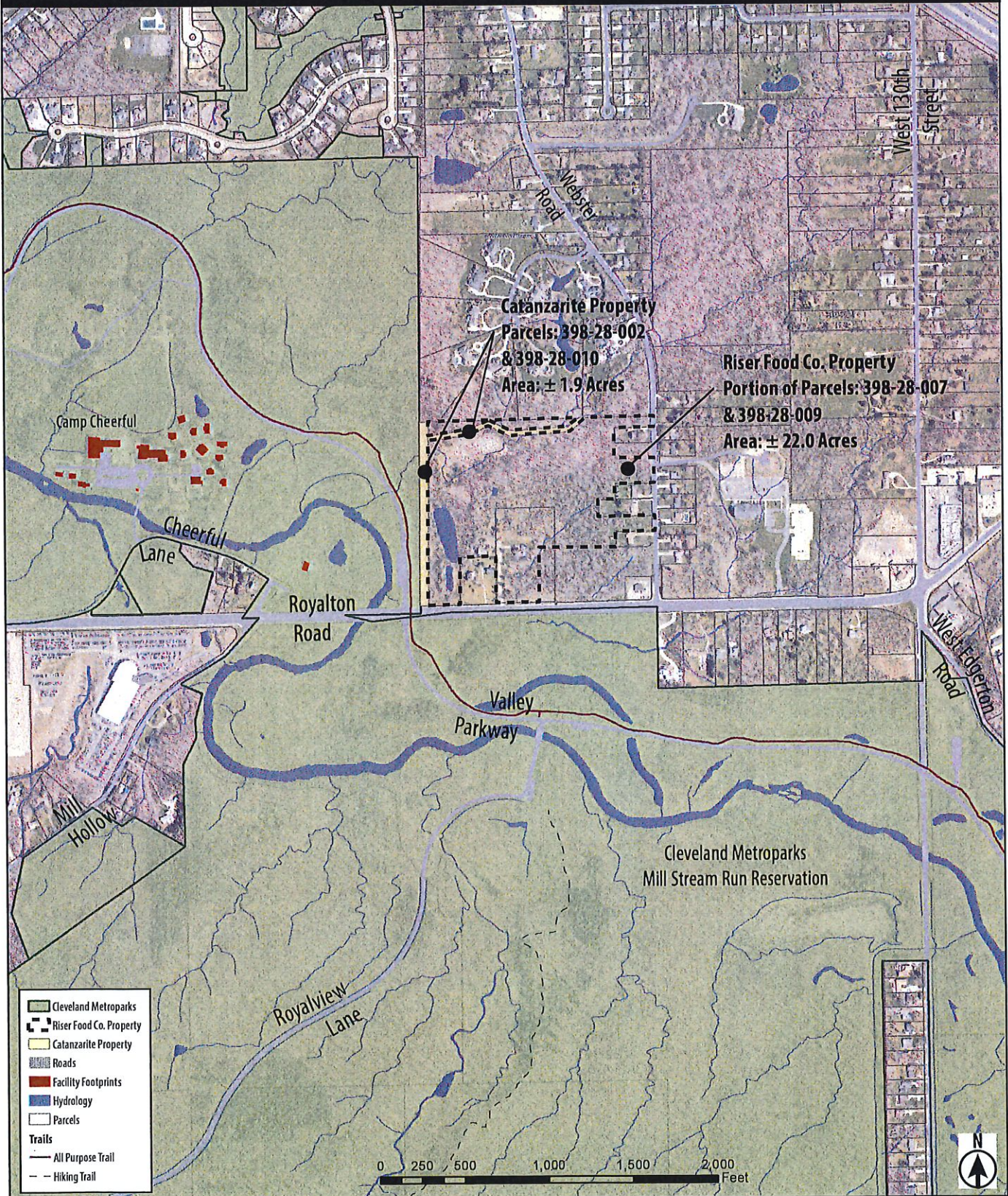
Vote on the motion was as follows:

Ayes: Ms. Berry, Messrs. Moore and Rinker.

Nays: None.

Mill Stream Run Reservation

Riser Foods Company & Catanzarite Properties- Strongsville



Catanzarite Property
 Parcels: 398-28-002
 & 398-28-010
 Area: ± 1.9 Acres

Riser Food Co. Property
 Portion of Parcels: 398-28-007
 & 398-28-009
 Area: ± 22.0 Acres

- Cleveland Metroparks
- Riser Food Co. Property
- Catanzarite Property
- Roads
- Facility Footprints
- Hydrology
- Parcels
- Trails**
- All Purpose Trail
- Hiking Trail

0 250 500 1,000 1,500 2,000 Feet



ACTION ITEMS (cont.)

- (f) ***Re-Authorization of Mill Stream Run Forest Preservation Project (±23.9 acres) – Mill Stream Run Reservation***
(Originating Sources: Brian M. Zimmerman, Chief Executive Officer/Joseph V. Roszak, Chief Operating Officer/Rosalina M. Fini, Chief Legal & Ethics Officer/Kyle G. Baker, Director of Real Estate & Senior Assistant Legal Counsel/Stephanie Kutsko, Real Estate Manager/Kristen Trolio, Grants Manager/Isaac Smith, Conservation Program Manager)

On May 17, 2018 pursuant to Board Resolution No. 18-05-066 (“Board Approval”), the Board authorized the Mill Stream Run Forest Preservation Project which included the purchase of ±23.9 acres of greenspace north of Royalton Road and west of Webster Road in the City of Strongsville and adjacent to Mill Stream Run Reservation. The project area included the Riser Foods Company (“Riser”) parcel consisting of ±22.0 acres and the Lori F. Catanzarite (“Catanzarite”) linear parcels that run along the western border and northern portion of the Riser property consisting of ±1.9 acres. Collectively these three parcels total ±23.9 acres, and together create a large tract of contiguous forestland (the “Property”).

On July 8, 2019 Cleveland Metroparks received notice that Riser had elected to terminate the purchase agreement. Riser was under contract to acquire a larger assemblage of parcels adjacent to the Property and intended to develop the corner of Royalton Road and Webster Road. Riser’s management team determined this was no longer a project they wished to pursue, and thus terminated all the purchase agreements associated with the development project. Riser was under contract to acquire the Riser parcel from the Spirnak Family Limited Partnership, Richard Lee Davis Jr., and Anna Marie Vaughn, formerly known as Anna Marie Davis (collectively “Spirnak/Davis”).

Cleveland Metroparks promptly contacted Spirnak/Davis to determine if they would be interested in selling a portion of their property to Cleveland Metroparks. Spirnak/Davis has agreed to sell ±22.0 acres to Cleveland Metroparks for \$600,000, the same purchase price Cleveland Metroparks had with Riser. Cleveland Metroparks also contacted Catanzarite who has agreed to amend the donation agreement for the ±1.9 acres to align with the new terms and conditions of the Spirnak/Davis purchase agreement. Cleveland Metroparks will work with Spirnak/Davis to determine the desired lot split configuration; a map of the properties is on page 90153.

Staff had secured grant funds for the acquisition and restoration of the Property from The Ohio Forested Habitat Fund (“OFH Fund”) which is administered through The Conservation Fund. The Board Approval included a resolution for the acceptance of these funds. Cleveland Metroparks received an extension from the OFH Fund to extend the project into 2020 to accommodate the above stated changes to the project. Following the Board Approval, the OFH Fund notified Cleveland Metroparks that the Catanzarite property could not be used as match for the project, so the funding assemblage has changed, and the revised funding is provided below. The required resolution for the acceptance of these funds is on page 90154.

ACTION ITEMS (cont.)

Funding Sources	Amount
The Conservation Fund - Ohio Forested Habitat Fund Grant	\$426,175
Matching Funds:	
Bargain Sale (Spirnak/Davis)	\$220,000
Cleveland Metroparks (due diligence, acquisition and restoration)	\$206,175
Total:	\$852,350

Spirnak/Davis needs to obtain rezoning and lot split approvals from the City of Strongsville prior to Cleveland Metroparks acquiring the Property. Cleveland Metroparks acquisition of the Property is contingent upon Spirnak/Davis successfully obtaining zoning changes and lot split approvals from the City of Strongsville. As a condition of the Catanzarite donation, the acquisition of the Catanzarite parcels is contingent upon Cleveland Metroparks acquiring the Spirnak/Davis parcel. Judge Anthony J. Russo approved the acceptance of the donated fee Catanzarite parcels pursuant to Chapter 1545 of the Ohio Revised Code prior to the May 17, 2018 Board approval.

The acquisition of the Property is an opportunity to protect the existing forest cover to ensure the continuity of the forest canopy for plant and animal species and carbon sequestration. In addition to the forested areas, the Property contains a direct tributary to the East Branch Rocky River and some associated floodplain wetlands. The upper portion of the tributary stream valley supports a relatively mature floodplain forest with a small number of large cottonwoods and sycamore with scattered box-elder and American elm. The Property has long been identified by Cleveland Metroparks as a priority for protection. *Cleveland Metroparks 2000: Conserving our Natural Heritage* master plan identified the Property as a significant natural resource in need of protection. The plan identified the Property as a high priority for preservation, with a high level of threat to habitat loss.

No. 19-10-130:

It was moved by Vice President Moore, seconded by Vice President Rinker and carried, to authorize the contribution of up to \$206,175 along with other customary closing costs and accept the acquisition of fee simple title of ±22 acres, from the Spirnak Family Limited Partnership, Richard Lee Davis Jr., and Anna Marie Vaughn (formerly known as Anna Marie Davis), for a purchase price of \$600,000, and the acceptance of a donation of fee simple title of ±1.9 acres, from Lori F. Catanzarite, as hereinabove described, subject to the approval of the environmental assessment report and evidence of title, including exceptions to title, by the Chief Legal and Ethics Officer; further that the Board authorize the grant agreement with The Conservation Fund for funding assistance through the Ohio Forested Habitat Fund as described above; further, to authorize and agree to

ACTION ITEMS (cont.)

obligate the funds required to satisfactorily complete the proposed project and become eligible for reimbursement under the terms and conditions of the program; and finally, that the Board authorize the Chief Executive Officer to enter into agreements and execute any other documents as may be required to accept the grant upon award and to acquire the Property; form of document(s) to be approved by Chief Legal and Ethics Officer.

Vote on the motion was as follows:

Ayes: Messrs. Moore and Rinker.

Nays: None.

(g) ***Authorization of Land Acquisition: Gertsma Property, Brecksville Reservation (±13 acres)***

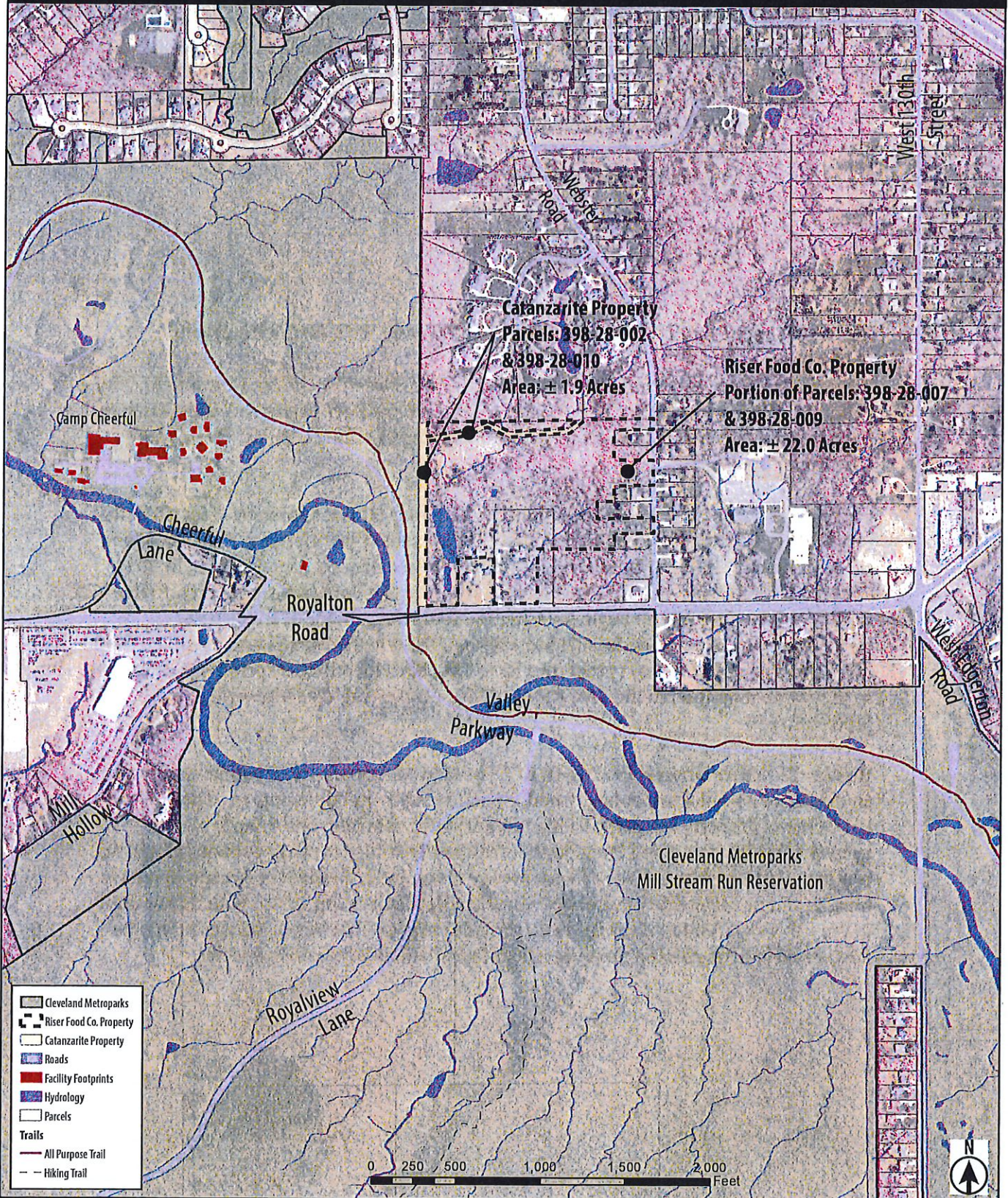
(Originating Sources: Brian M. Zimmerman, Chief Executive Officer/Rosalina M. Fini, Chief Legal & Ethics Officer/Kyle G. Baker, Director of Real Estate & Senior Assistant Legal Counsel/Stephanie Kutsko, Real Estate Manager/Isaac D. Smith, Conservation Program Manager)

Cleveland Metroparks has the opportunity to acquire a ±13-acre property located at the rear of 9617 Brecksville Road in the City of Brecksville (the "Gertsma Property"), and adjacent on three sides to Brecksville Reservation (see map on page **90155**). In 2018, Cleveland Metroparks acquired an 8.2-acre property, the Porozynski Property, to the west of the Gertsma Property to begin to buffer the southwest corner of Brecksville Reservation and provide additional protection of the downstream aquatic habitats. Both the Gertsma and Porozynski properties have long been identified as priority acquisitions, as they were identified in the *Metroparks 2000: Conserving Our Natural Heritage* land protection plan.

Brecksville Reservation is the largest of Cleveland Metroparks reservations and protects an extensive oak-hickory upland woods which is cut by multiple gorges. The streams on the Gertsma Property are part of a high-quality subwatershed, one of only two subwatersheds in the entire Park District that has Redside dace (*Clinostomus elongatus*) present. Redside dace are only found in very clean, intact headwater streams and have been declining statewide for decades. Brecksville Reservation, along with its proximity to the Cuyahoga Valley National Park, provides support of a larger, connected natural area, capable of sustaining more significant populations of sensitive species.

Mill Stream Run Reservation

Riser Foods Company & Catanzarite Properties- Strongsville



AGREEMENT OF PURCHASE AND SALE

This Agreement of Purchase and Sale (this "Agreement") is made as of the 17th day of October, 2019, by and between the SPIRNAK FAMILY LIMITED PARTNERSHIP, RICHARD LEE DAVIS JR., AND ANNA MARIE VAUGHN (FORMERLY KNOWN AS ANNA MARIE DAVIS) (collectively, "Seller"), and BOARD OF PARK COMMISSIONERS OF THE CLEVELAND METROPOLITAN PARK DISTRICT, a political subdivision of the State of Ohio, of 4101 Fulton Parkway, Cleveland, Ohio 44144 ("Cleveland Metroparks"), who, for the valuable consideration set forth below, agree as follows:

1. Agreement to Sell and Purchase. Seller desires to transfer by deed to Cleveland Metroparks an approximately 22 acre parcel of land located near the Mill Stream Run Reservation of the Cleveland Metropolitan Park District in the City of Strongsville, County of Cuyahoga, and State of Ohio and depicted in Exhibit A, attached hereto and made a part hereof, being a portion of Permanent Parcels 398-28-007 and 398-28-009, with the exact amount, location, and configuration of such parcels to be determined by survey, as provided herein, together with all improvements thereon and all appurtenances thereunto belonging (the "Parcel"), which Parcel comprises a portion of the land owned by Seller (including the Parcel, the "Property"), and all of Seller's interest in the land, including but not limited to its interest in all leases for the use or occupancy of the Parcel, including but not limited to oil, gas and mineral rights, and Cleveland Metroparks desires to accept such transfer on the terms and subject to the conditions contained herein. Seller will retain approximately 6 acres of the Property (the "Remainder Parcels"), which Seller intends to develop and market for sale.

2. Purchase Price. The purchase price for the Parcel shall be Six Hundred Thousand Dollars (\$600,000) (the "Purchase Price"), payable by Cleveland Metroparks, as follows: Cleveland Metroparks shall deposit the Purchase Price, subject to the charges and credits contemplated by this Agreement, by wire transfer or check, into escrow with Surety Title Agency, Inc., 300 Leader Building, 526 Superior Avenue, Cleveland, Ohio 44114 (the "Title Company"), as escrow agent (the "Escrow Agent"), no later than the Closing Date (as hereinafter defined). Cleveland Metroparks offer of the Purchase Price for the Parcel is contingent upon Seller signing this Agreement by October 1, 2019 at 12 pm (EST).

3. Escrow. An executed copy of this Agreement shall be deposited with Escrow Agent concurrently upon execution by all parties and shall serve as escrow instructions for the closing of this transaction. Escrow Agent may attach its Standard Conditions of Acceptance of Escrow hereto; provided, however, that this Agreement shall govern in the event of any inconsistency between this Agreement and such Standard Conditions of Acceptance of Escrow.

4. Due Diligence, Surveys, and Title Commitment.

(a) Seller grants to Cleveland Metroparks, and its agents, licensees, employees, assigns, contractors, and subcontractors a license, to enter upon the Property and the full right of

access to the Property in order, at Cleveland Metroparks sole cost and expense, to inspect the Parcel, to perform engineering and environmental investigations, surveys, and tests, to take samples, including samples of soil and groundwater beneath the surface of the Parcel, and to conduct such additional engineering, environmental, and other investigations as Cleveland Metroparks shall deem necessary or desirable as due diligence to evaluate the Parcel for Cleveland Metroparks intended ownership, occupancy, and use thereof.

(b) Cleveland Metroparks, at Cleveland Metroparks sole cost and expense, may cause a survey of the Parcel and the remainder of the Property (collectively, the "Survey"), to be made by a certified land surveyor duly licensed and registered under the laws of the State of Ohio. Survey shall satisfy all applicable legal requirements for the purpose of effecting a lot split of the Parcel from the remainder of the Property, which lot split Cleveland Metroparks shall cause to occur at the earliest possible opportunity. The size, location, and configuration of the Parcel shall be mutually agreed upon between Cleveland Metroparks and Seller.

(c) Cleveland Metroparks, at Cleveland Metroparks sole cost and expense, shall cause the Title Company to issue and deliver to Cleveland Metroparks a title insurance commitment to issue the Title Policy (as hereinafter defined), together with legible copies of all documents referred to in Schedule B-Part 2 thereof (collectively, as endorsed from time to time, the "Title Commitment"). As soon as the Survey have been prepared, approved by Cleveland Metroparks and Seller, and delivered to the Title Company, as herein below provided, Cleveland Metroparks shall cause the Title Company to issue and deliver to Cleveland Metroparks an endorsement to the Title Commitment, affording coverage for the Parcel on the basis of the legal description reflected on the Survey, and showing survey matters that constitute exceptions to title (the "Survey Matters"). After Cleveland Metroparks receipt of the Title Commitment, endorsed to reflect Survey Matters, and the Survey, Cleveland Metroparks shall notify Seller and Escrow Agent of any exceptions to title that are disclosed in the Title Commitment and that are objectionable to Cleveland Metroparks (together herein called "Unpermitted Exceptions"), provided that Cleveland Metroparks agrees to accept the following exceptions to title (the "Permitted Exceptions") but not other standard exceptions set forth in an ALTA Owner's Policy (June 17, 2006) title insurance policy:

- (i) Zoning ordinances and regulations, if any;
- (ii) Real estate taxes which are a lien, but which are not due and payable as of the Closing Date; and
- (iii) Exceptions to title that have been accepted or approved by Seller as herein provided.

In the event that Cleveland Metroparks so notifies Seller of any Unpermitted Exceptions, Seller shall have a period of thirty (30) days thereafter to cure or remove the Unpermitted Exceptions; provided, however, that Seller shall be obligated to remove, subordinate, or obtain a partial release of any mortgages and other monetary liens against the Parcel. Upon the expiration of

such thirty (30) day period, Escrow Agent shall notify Cleveland Metroparks and Seller as to whether or not the Title Company then is in a position to issue the Title Policy, without showing the Unpermitted Exceptions as exceptions to title. If Escrow Agent shall notify the parties that the Title Company will not issue the Title Policy, without showing the Unpermitted Exceptions as exceptions to title, then Cleveland Metroparks, by notice delivered to Seller and Escrow Agent within fifteen (15) days after Cleveland Metroparks receipt of notice from Escrow Agent of the Title Company's refusal to issue the Title Policy, without showing the Unpermitted Exceptions as exceptions to title, shall have the right, in its sole discretion, (A) to waive the Unpermitted Exceptions by notifying Escrow Agent and Seller within fifteen (15) days after Cleveland Metroparks receipt of notice from Escrow Agent of the Title Company's refusal to issue the Title Policy, without showing the Unpermitted Exceptions as exceptions to title, in which event the obligations of the parties hereunder shall not be affected by reason thereof, the Unpermitted Exceptions shall be deemed to constitute Permitted Exceptions, and this transaction shall be consummated in accordance with the terms and conditions of this Agreement or (B) to terminate this Agreement, as contemplated by Paragraph 5(b).

5. Conditions to Closing.

(a) In addition to the conditions provided elsewhere in this Agreement, the obligation of Cleveland Metroparks to consummate the transaction contemplated by this Agreement shall be subject to the satisfaction or waiver in writing of each of the following conditions on or before the Closing Date:

- (i) Seller shall have provided to Cleveland Metroparks by November 1, 2019 the desired lot split configuration which includes a minimum of 22 acres to be transferred to Cleveland Metroparks and approximately 6 acres to be located on either Webster Road and/or Royalton Road for Seller to retain and market for future development. If Seller does not provide a lot split configuration by the above date, Cleveland Metroparks may, in its sole authority, dictate the lines of the lot split configuration;
- (ii) [intentionally deleted]
- (iii) Cleveland Metroparks and Seller shall have received and approved the Survey, and, related thereto, the parties shall have received a lot split for the Parcel from the remainder of the Property. The lot split shall be completed and recorded at Closing;
- (iv) Cleveland Metroparks shall have secured funding from a third party satisfactory to Cleveland Metroparks, in its sole discretion, to apply to this transaction;
- (v) Due diligence by Cleveland Metroparks, and/or its agents, licensees, employees, agencies, contractors, and subcontractors pursuant to Section

4(a), shall have been performed to the satisfaction of Cleveland Metroparks, in its sole discretion, and the Parcel shall remain in the condition described in report(s) provided in conjunction with performance of such due diligence;

- (vi) That all renters have vacated the Parcel and all personal property has been removed from the Property, per No. 10 of this Agreement;
- (vii) Cleveland Metroparks shall have obtained resolution of the Board of Park Commissioners (the "Approving Resolution"), accepting conveyance of the Parcel; and
- (viii) The Title Company shall be in a position to issue to Cleveland Metroparks, dated as of the date and time of Closing (as hereinafter defined), an ALTA Owner's Policy (June 17, 2006) owner's policy of title insurance, as endorsed, in the amount of the Purchase Price, insuring that Cleveland Metroparks has good and marketable fee simple title to the Parcel, subject only to Permitted Exceptions (the "Title Policy").

(b) In the event that any condition described in Section 5(a) or elsewhere in this Agreement with respect to the performance of the parties is not satisfied or waived in writing by Cleveland Metroparks on or before the date on which it is required to be satisfied, Cleveland Metroparks shall have the right to postpone the Closing Date or to terminate this Agreement by notice to Seller and Escrow Agent.

(c) In addition to the conditions provided elsewhere in this Agreement, the obligation of Seller to consummate the transaction contemplated by this Agreement shall be subject to the satisfaction or waiver in writing of each of the following conditions on or before the Closing Date:

(i) Cleveland Metroparks and Seller shall have obtained any and all necessary approval(s) from the City of Strongsville for the rezoning of the Remainder Parcels from Public Facility to Residential (R1-75), Motor Services, and/or Local Business; and

(ii) Cleveland Metroparks and Seller shall have received a lot split for the Parcel from the remainder of the Property. The lot split shall be completed and recorded at Closing.

(d) In the event that any condition described in Section 5(c) or elsewhere in this Agreement with respect to the performance of the parties is not satisfied or waived in writing by Seller on or before the date on which it is required to be satisfied, Seller shall have the right to postpone the Closing Date or to terminate this Agreement by notice to Cleveland Metroparks and Escrow Agent.

6. Closing Date. The transfer of title to the Parcel hereunder by the filing of the Deed for record (the "Closing") shall be a date that is no later than (90) days after the recording of the lot split in the records of Cuyahoga County, Ohio, contingent upon satisfaction or waiver of all conditions to Cleveland Metroparks obligations hereunder (subject to postponement, as permitted hereunder, the "Closing Date"). Cleveland Metroparks shall determine the Closing Date and shall notify Seller of the Closing Date at least forty-five (45) days prior to the Closing Date. Notwithstanding the foregoing, in the event closing has not occurred on or before June 30, 2020, Cleveland Metroparks and/or Seller shall have the right to terminate this Agreement or delay the Closing Date by written notice to the other party.

7. Deposits into Escrow. On or before the Closing Date, Seller shall deposit or cause to be deposited with Escrow Agent:

(a) Seller's fully executed general warranty deed in the form attached hereto as Exhibit B and made a part hereof (the "Deed"), conveying to Cleveland Metroparks good and indefeasible fee simple title to the Parcel free and clear of all exceptions to title except Permitted Exceptions and releasing to Cleveland Metroparks all dower rights in the Parcel, if any.

(b) Such funds and other instruments in recordable form or otherwise as may be reasonably required by Escrow Agent as a condition of the closing of the escrow.

On or before the Closing Date, Cleveland Metroparks shall deposit or cause to be deposited with Escrow Agent:

(a) The funds described in Section 2; and

(b) Such other funds and instruments in recordable form or otherwise as may be reasonably required by Escrow Agent as a condition of the closing of the escrow.

8. Actions by Escrow Agent. On the Closing Date, if all the funds and documents set forth in Section 7 have been delivered to Escrow Agent and if all other conditions to Cleveland Metroparks obligation to consummate the transaction contemplated by this Agreement shall have been satisfied or waived in writing by Cleveland Metroparks, then Escrow Agent shall:

(a) Cause the Deed to be filed for record in the Cuyahoga County, Ohio, Records;

(b) As of the close of business on the Closing Date, prorate real estate taxes and installments of assessments, calculating the proportionate acreage, on a fiscal year basis. If Closing occurs before the tax rate is fixed for the year in which Closing occurs, real estate taxes shall be based upon the tax rate for the preceding year applied to the latest assessed valuation, provided, that, if the real estate taxes payable during the year in which Closing occurs (or prior years) are thereafter determined to be more or less than the real estate taxes payable during the preceding year (after any appeal of the assessed valuation thereof is concluded), Seller and

Cleveland Metroparks shall (i) promptly (but no later than thirty (30) days thereafter, except in the case of an ongoing tax protest) adjust the proration of such real estate taxes and (ii) pay to the other any amount required as a result of such adjustment. This reparation covenant shall not merge with the Deed but shall survive the Closing until ninety (90) days after the final unappealable determination of such real estate taxes;

(c) Seller shall pay all installments of any special or other assessment for public improvements or otherwise due and payable prior to the Closing Date;

(d) Cause the issuance and delivery to Cleveland Metroparks of the Title Policy;

(e) Charge to the account of Seller one-half (1/2) the escrow fee, one-half (1/2) the cost of the title examination, the cost of recording any instruments required in order to clear title of all exceptions to title other than Permitted Exceptions, the cost to file the lot split, if any, and all other sums properly chargeable against Seller hereunder or customarily charged to Seller in accordance with common escrow practices in the county in which the Parcel is located, except as otherwise expressly provided herein to the contrary; and

(f) Charge to the account of Cleveland Metroparks one-half (1/2) the escrow fee, one-half (1/2) the cost of the title examination, the title insurance premium for the Title Policy, the cost of the Survey, if any, the fee for recordation of the Deed, and all other sums properly chargeable against Cleveland Metroparks hereunder or customarily charged to Cleveland Metroparks in accordance with common escrow practices in the county in which the Parcel is located, except as otherwise expressly provided herein to the contrary; and

(g) Pay to or upon the order of Seller the balance of the Purchase Price after deducting all amounts herein required to be paid by or charged to Seller;

provided, however, that, except as otherwise specifically provided herein to the contrary, in the event that this Agreement is terminated prior to the Closing Date (other than upon default by either party, in which event the defaulting party shall pay the escrow fee, the cost of the title examination and the Title Commitment, and other sums properly chargeable by Escrow Agent), Escrow Agent shall return to the parties the respective funds and documents deposited in escrow by them, the parties shall be released from all obligations and liabilities otherwise thereafter accruing hereunder, and Cleveland Metroparks shall pay to Escrow Agent its escrow fee, the cost, if any, of the title examination and the Title Commitment, and all other sums properly chargeable by Escrow Agent.

9. Indemnity. Seller shall indemnify Cleveland Metroparks against and hold Cleveland Metroparks harmless with respect to all third party claims and liabilities which may have accrued with respect to the Parcel prior to Closing.

10. Possession. Seller shall deliver full and complete possession of the Parcel to Cleveland Metroparks as of Closing. Seller shall have notified and effected the vacation from

the premises of any renters from the Parcel in a timely manner, pursuant to Ohio law, and removed any personal property prior to Closing. All fixtures relating to the residence shall remain, and the keys delivered to Cleveland Metroparks, so the residence may be properly secured. In the event the Parcel is not free and clear of all personal property prior to Closing, Cleveland Metroparks reserves the right to either extend closing to allow Seller time to remove all personal property from the Parcel or withhold and retain \$7,500 from the Purchase Price at Closing as compensation for having to remove all of the personal property.

11. Notices. Unless otherwise expressly required or permitted by the terms of this Agreement, any notice, request, demand, or other communication in connection with this Agreement required or permitted to be given hereunder by the parties shall be in writing and shall be delivered personally or served by certified or registered mail to the parties at the addresses set forth below unless different addresses are given by one party by notice to the other in accordance herewith:

As to Seller:

Spirnak Family Limited Partnership
2178 Silveridge Trail
Westlake, Ohio 44145

Richard Lee Davis Jr.
6091 Edgehill Drive
El Dorado Hills, California 95762

Anna Davis
5871 Grace Ellen Court
Citrus Heights, California 95610

As to Cleveland Metroparks:

Cleveland Metroparks
4101 Fulton Parkway
Cleveland, Ohio 44144
Attention: Chief Executive Officer

with a copy to:

Cleveland Metroparks
4101 Fulton Parkway
Cleveland, Ohio 44144
Attention: Chief Legal & Ethics Officer

12. Real Estate Brokers. Cleveland Metroparks represents and warrants to Seller that no broker, finder, real estate agent, or other person has acted for Cleveland Metroparks so as to entitle such broker, finder, agent or other person to any commission in connection with the sale of the Parcel to Cleveland Metroparks. Any such commission which shall become due from Seller's broker, finder, agent or other person shall be the responsibility of the Seller as well as any attorneys' fees and litigation or other expenses relating to any such commission.

13. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes any prior agreements respecting the Parcel between Cleveland Metroparks and Seller. This Agreement may not be amended except in a writing executed by Cleveland Metroparks and Seller.

14. Approval and Consent. In each case in which this Agreement provides for approval or consent, such approval or consent shall not be unreasonably withheld or delayed.

15. Survival. It is understood and agreed that all representations, warranties, covenants, and agreements and all indemnifications contained herein shall survive Closing for the maximum period permitted by law and shall not be merged in the Deed or any other Closing document.

IN WITNESS WHEREOF, Cleveland Metroparks and Seller have executed this Agreement as of the date first set forth above.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

SELLER: SPIRNAK FAMILY LIMITED PARTNERSHIP, RICHARD LEE DAVIS JR., AND ANNA MARIE VAUGHN (FORMERLY KNOWN AS ANNA MARIE DAVIS)

Spirnak Family Limited Partnership

By: *[Signature]*
John Patrick Spirnak, M.D., General Partner

By: _____

By: _____

By: _____

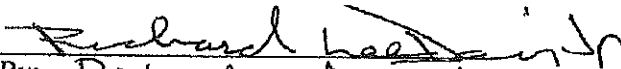
BOARD OF PARK COMMISSIONERS OF THE CLEVELAND METROPOLITAN PARK DISTRICT

Brian M. Zimmerman
Chief Executive Officer

Approved as to legal form by Rosalina M. Fini,
Chief Legal & Ethics Officer, Cleveland
Metroparks.

Kyle G. Baker
Kyle G. Baker, JD, Senior Assistant Legal Counsel

SELLER: SPIRNAK FAMILY LIMITED
PARTNERSHIP, RICHARD LEE DAVIS JR.,
AND ANNA MARIE VAUGHN (FORMERLY
KNOWN AS ANNA MARIE DAVIS)

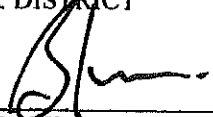

By: Richard Lee Davis Jr

By: _____

By: _____

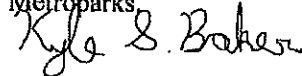
By: _____

BOARD OF PARK COMMISSIONERS OF
THE CLEVELAND METROPOLITAN
PARK DISTRICT



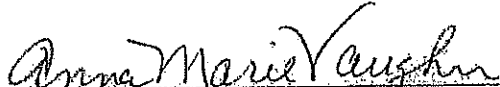
Brian M. Zimmerman
Chief Executive Officer

Approved as to legal form by Rosalina M. Fini,
Chief Legal & Ethics Officer, Cleveland
Metroparks.



Kyle G. Baker, JD, Senior Assistant Legal Counsel

SELLER: SPIRNAK FAMILY LIMITED PARTNERSHIP, RICHARD LEE DAVIS JR., AND ANNA MARIE VAUGHN (FORMERLY KNOWN AS ANNA MARIE DAVIS)


By: ANNA MARIE VAUGHN

By: _____

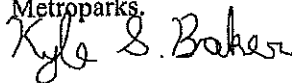
By: _____

By: _____

BOARD OF PARK COMMISSIONERS OF
THE CLEVELAND METROPOLITAN
PARK DISTRICT

Brian M. Zimmerman
Chief Executive Officer

Approved as to legal form by Rosalina M. Fini,
Chief Legal & Ethics Officer, Cleveland
Metroparks.



Kyle G. Baker, JD, Senior Assistant Legal Counsel

ACKNOWLEDGED AND APPROVED BY:

SURETY TITLE INSURANCE COMPANY, as the Title Company

By: 

Name: Christine Owens

Title: Escrow officer

FISCAL OFFICER'S CERTIFICATE

The undersigned, Chief Financial Officer of the Board of Park Commissioners of the Cleveland Metropolitan Park District (the "Board"), hereby certifies that the moneys required to meet the obligations of the Board during the year 2019 under the aforesaid Agreement have been lawfully appropriated by the Board for such purposes and are in the treasury of the Board or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44 Ohio Revised Code.



Chief Financial Officer, Board of Park Commissioners
of the Cleveland Metropolitan Park District

Dated Oct. 17, 2019

EXHIBIT A

Map of Property

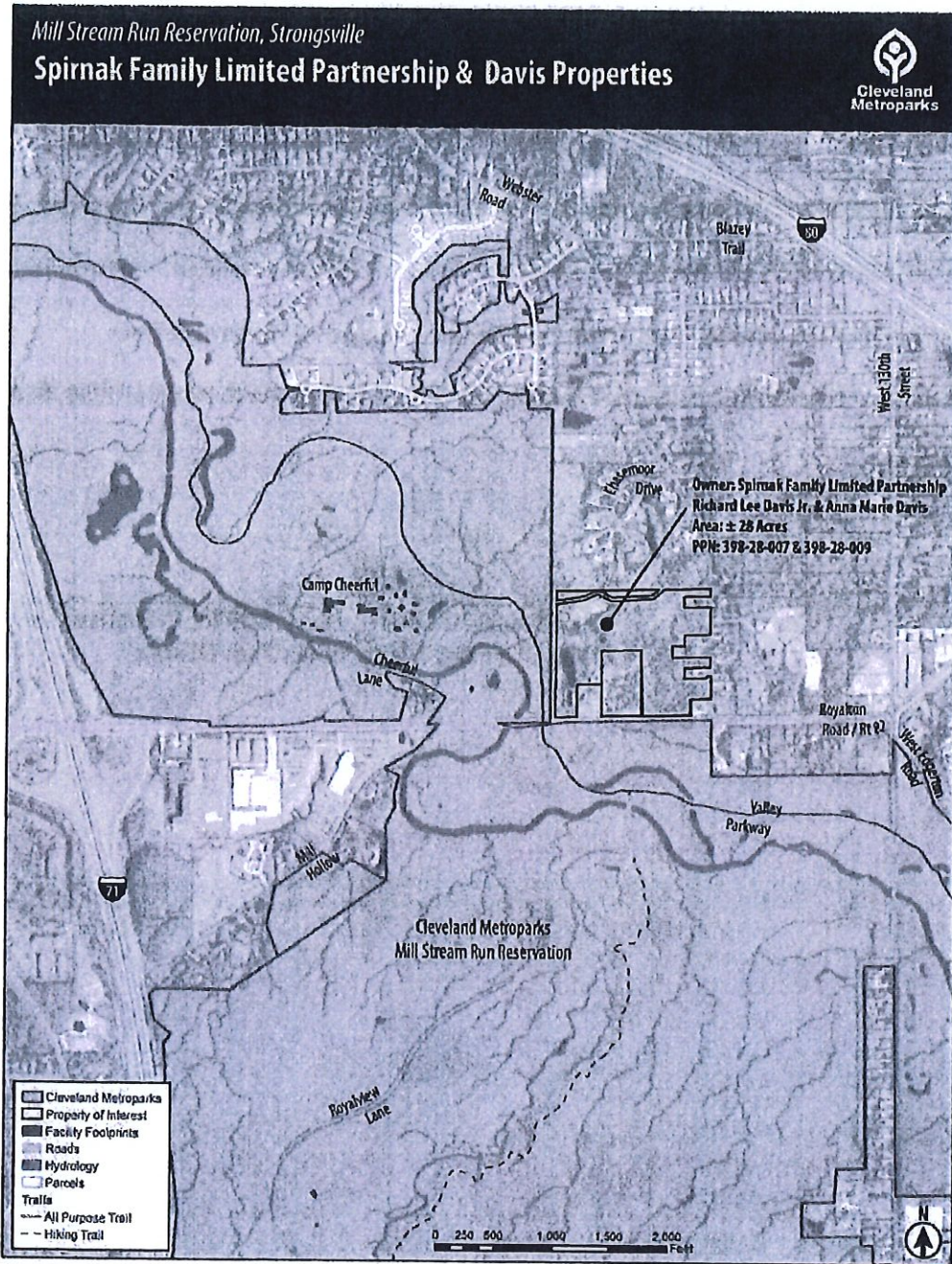


EXHIBIT B

General Warranty Deed

KNOW ALL PERSONS BY THESE PRESENTS, that _____, (the "Grantor"), for TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does by these presents absolutely grant, bargain, sell and convey, with GENERAL WARRANTY COVENANTS, unto _____, a(n) _____, having a tax mailing address of _____ (the "Grantee"), the real property located in the City of _____, County of _____, State of _____, and more fully described on Exhibit A attached hereto and made a part hereof by reference, together with all buildings, fixtures and improvements thereon and all easements, rights and hereditaments appurtenant thereto (collectively, the "Property"), subject only to (i) real estate taxes and assessments, both general and special, not yet due and payable, (ii) zoning laws, rules and regulations affecting the Property, if any, and (iii) easements, restrictions, encumbrances and other conditions of record.

TO HAVE AND TO HOLD the Property unto the Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, the undersigned has executed this instrument this _____ day of _____, 201__.

GRANTORS

STATE OF OHIO)
) SS.
COUNTY OF _____)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named _____, who acknowledged that he/she did sign the foregoing instrument and that the same is his/her free act and deed individually.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____, this _____ day of _____, 201__.

Notary Public

(Seal)

This instrument prepared by:

CITY OF STRONGSVILLE
OFFICE OF THE COUNCIL

MEMORANDUM

TO: Ken Mikula, City Engineer

FROM: Aimee Pientka, Clerk of Council

DATE: April 6, 2020

SUBJECT: Rezoning Application
Owners: Spirnak Family Limited Partnership, Richard Lee Davis Jr., Anna Marie Vaughn
PPNs: 398-28-007 and 398-28-009
Address: 14010 Royalton Road and vacant land
From Public Facility (PF) to Local Business (LB) – 14010 Royalton Road
Public Facility (PF) to Residential (R1-75) – vacant land

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

Thank you.

AKP
Attachments

Cc: Thomas P. Perciak, Mayor
Neal Jamison, Law Director
Daniel J. Kolick, Assistant Law Director
George Smerigan, City Planner
Brent Painter, Economic Development Director
All Members of Council
Carol 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: April 8, 2020

Re: Rezoning Application
Part of PPN 398-28-007 from PF to R1-75
Part of PPN 398-28-009 from PF to LB

Neal,

The legal descriptions included in the Clerk of Council's April 6, 2020 memo regarding the above referenced application accurately depict the portions of parcels to be rezoned.

Please feel free to contact me with any questions.

Thank you.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2020 – 067

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR IMPROVEMENTS TO VARIOUS STREETS IN THE CITY OF STRONGSVILLE IN CONNECTION WITH THE 2020 PAVEMENT RECONSTRUCTION PROGRAM, AND DECLARING AN EMERGENCY.

WHEREAS, the City has advertised and received bids for improvements to various streets in the City of Strongsville in connection with the 2020 Pavement Reconstruction Program; and

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

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

Section 1. That this Council hereby finds and determines that the bid submitted by **TRIMOR CORPORATION**, for improvements to various streets in the City of Strongsville, in connection with the 2020 Pavement Reconstruction Program, meets the specifications on file in the office of the City Engineer; is in compliance with the applicable requirements for bids and contracts established by the laws of the City and the State; and is the lowest and best bid for the proposed contract. All other bids for this contract are hereby rejected.

Section 2. That accordingly the Mayor be and is hereby authorized and directed to enter into a contract with the aforesaid lowest and best bidder in an amount not to exceed \$5,873,109.50 for improvements to various streets in the City of Strongsville, in connection with the 2020 Pavement Reconstruction Program, and in a form approved by the Law Director.

Section 3. That the funds for the purposes of this Ordinance have been appropriated and shall be paid from the General Capital Improvement Fund and 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 immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to authorize execution of said contract in order to improve various public roadways in the City, ensure safe travel for the residents and the public, 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 – 067

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. 2020-067 Amended: _____

1st Rdg. _____ Ref: _____

2nd Rdg. _____ Ref: _____

3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____

Adopted: _____ Defeated: _____

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2020 – 068

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE PURCHASE OF GENERAL PAVEMENT SERVICES FOR 2020 FOR USE BY THE SERVICE DEPARTMENT OF THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

WHEREAS, the City has advertised and received bids for the purchase of general pavement services for use by the Service Department of the City of Strongsville for a period ending December 31, 2020; and

WHEREAS, one bid was received, which is fair and reasonable and in the best interest of the City, and therefore, Council is desirous of proceeding to award and enter into a contract for such services.

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

Section 1. That this Council hereby finds and determines that the bid submitted by **CROSSROADS ASPHALT RECYCLING, INC.**, for the purchase of general pavement services through December 31, 2020 for use by the Service Department of the City of Strongsville meets the specifications on file in the office of the Director of Public Service; is in compliance with the applicable requirements for bids and contracts established by the laws of the City and the State; and is the lowest and best bid for the proposed contract.

Section 2. That accordingly the Mayor be and is hereby authorized and directed to enter into a contract with the aforesaid lowest and best bidder for the purchase of general pavement services for use by the Service Department of the City, in accordance with the specifications on file in the office of the Director of Public Service and for the unit prices and sums submitted in such bid, but in any event in a total amount not to exceed \$2,092,611.00 through December 31, 2020, and in a form to be approved by the Law Director.

Section 3. That the funds for the purposes of this Ordinance have been appropriated and shall be paid from the Street Construction, Maintenance and 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 immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to authorize execution of said contract in order to improve and render safe various public roadways in the City, provide for the continuity of services and operation of the Department of Public Service, and to conserve public

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2020 - 068

Page 2

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. 2020-068. Amended: _____

1st Rdg. _____ Ref: _____

2nd Rdg. _____ Ref: _____

3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____

Adopted: _____ Defeated: _____

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2020 – 069

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 – 069

Page 2

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. 2020-069 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

Gov Deals parts/equipment

Side Mirror Glass for 1997 Dodge Dakota

Caliper Brackets 8C2Z-2B511-A

Passenger side arm rest 1997 Chevy 2500

1997 Chevy Cooler Lines 624-168, 624-146, 625-147

Passenger side glass 1997 Chevy 1500

Box of assorted Meyer Plow Parts

Clark Fork lift

Model GCS25S

Serial # G138MB-138-6072

EXHIBIT A

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2020 – 070

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A STATE OF OHIO ADMINISTRATIVE SERVICES CONTRACT FOR THE PURCHASE OF ONE (1) NEW 2020 FREIGHTLINER M2 BRAUN SUPER CHIEF AMBULANCE REMOUNT UNIT WITH RELATED VEHICLE MODIFICATIONS AND APPURTENANCES FOR USE BY THE FIRE DEPARTMENT, AND DECLARING AN EMERGENCY.

WHEREAS, on February 9, 2020, while en route to an emergency call, an ambulance unit with the Strongsville Fire & Emergency Services was involved in a motor vehicle accident and such ambulance was severely damaged; and

WHEREAS, the City's Fire Chief has recommended that an ambulance remount unit be purchased through the State of Ohio Department of Administrative Services in order to maintain the current normal ambulance fleet for the public health, safety and welfare of the City of Strongsville residents; and

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

WHEREAS, therefore, this Council wishes to take advantage of that opportunity to purchase one (1) new 2020 Freightliner M2 Braun Super Chief Ambulance Remount Unit with related vehicle modifications and appurtenances (Schedule No. 800818, Index No. STS233), in order to replace the damaged unit, for use by the Fire Department of the City.

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

Section 1. That the Mayor accordingly be and is hereby authorized and directed to request authority in the name of the City of Strongsville to participate in an Ohio Department of Administrative Services contract with **BRAUN INDUSTRIES, INC.** (through authorized dealer **PENN CARE, INC.**) for the purchase of one (1) new 2020 Freightliner M2 Braun Super Chief Ambulance Remount Unit with related vehicle modifications and appurtenances, in a total amount not to exceed \$234,231.00, as reflected on Exhibit A attached hereto.

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

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

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2020 – 070
Page 2

Section 4. That the funds for the purposes of said purchase and Agreement have been appropriated and shall be paid from the Emergency Vehicle Fund.

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

Section 6. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to enter into said contract to provide for the continuity of services and operation of the City of Strongsville Fire Department, to protect the lives of persons in the City of Strongsville, 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. 2020-070 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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



March 9th, 2020

Dear Chief,

Penn Care; a regional supplier of EMS supplies, ambulances, and electronic patient care trip sheets, with low prices, prompt delivery and knowledgeable product specialists we hope to become your one stop shop for all your EMS needs. Many needs.....One Solution.....Penn Care.

2020 Freightliner M2 Braun Super Chief Ambulance Remount* \$234,231.00

***See attached build spec for chassis spec and build specifications**

Priced in accordance with Ohio STS #233, Contract #800818

If you have any questions or would like additional information on the vehicle please feel free to contact me at 800-392-7233 x28 or patrick@penncare.net

Sincerely

Patrick McFall

Patrick McFall
New and Used Ambulance Sales
Penn Care Inc.

EXHIBIT A

STS #233, CONTRACT #800818

	2020 FREIGHTLINER M2 TYPE I BRAUN SUPER CHIEF REMOUNT	\$157,139
	Includes all chassis specs, custom chassis add ons to match prev spec	
06-R1-0110	FLOOR CONSOLE, NEW WITH CUT OUT PLATES, MATCH PREV UNIT	\$1,495
20-R8-0105	LIQUID SPRING SUSPENSION	\$13,248
20-R9-9002	MODULE, WHEEL WELL LOCATION MODIFICATION	\$475
30-R1-0300	ELECTRICAL, TRANSFERS AND REPROGRAMMING MCC	\$99
30-R1-0361	SHORELINE W/ INDICATOR LIGHT	\$99
30-R1-0401	VISTA SCREEN, CAB NEW	\$1,852
30-R1-0451	VISTA SCREEN, MODULE NEW	\$1,989
30-R1-0701	REPLACE ALL GROTE CURB AND STREETSIDE FLUSH MOUNT LED	\$1,447
30-R1-0705	REPLACE ALL OVERHEAD LED DOMES WITH NEW WHELEN	\$1,348
30-R1-0755	INVERTER, VANNER 1050W	\$1,799
30-R1-0801	CAMERA, NEW REAR VIEW HANDSCOM	\$544
30-R3-0012	AIR HORNS, GROVER DUAL STUTTERTONES	\$1,548
30-R3-0201	LIGHTS, RUNNING BOARD 2" LED WHELEN	\$530
30-R3-0461	SPOTLIGHT, LED HANDHELD PAR46	\$247
30-R3-1000	LIGHTS FRONT GRILLE ROTA BEAM	\$699
30-R4-3000	LIGHTBAR, FRONT NEW WHELEN FREEDOM 72" LED BAR	\$6,533
30-R4-3052	LIGHTS, REAR LIGHTING PACKAGE TO MATCH PREVIOUS UNIT	\$5,300
30-R4-3202	LIGHTS, REAR TAIL UPGRADE TO MATCH LAST UNIT	\$1,335
30-R5-0051	LIGHTS, FRONT INTERSECTION MATCH PREV UNIT	\$750
30-R5-0151	LIGHTS, SIDE SCENE MODULE LED DIODE NEW	\$2,162
30-R5-2025	REAR INTERSECTION, NEW	\$445
30-R5-9902	ELECTRICAL, TAD 8A ARROW STICK	\$1,326
30-R5-9903	ELECTRICAL, NEW BLOCK PLUG, FRONT LED TURN, LED DOT	\$995
30-R6-0150	NEW OUTSIDE COMPARTMENT LED ROPE LIGHTING	\$1,016
40-R1-0020	MUD FLAPS, FULL LENGTH NEW	\$249
40-R1-0150	REAR STEP, NEW BUMPER	\$249
40-R3-0101	HANDLES, NEW EBERHARD ALL OUTSIDE DOORS	\$5,222
40-R3-0200	WINDOWS, REAR AND SIDE REPLACEMENT WITH NEW GASKETS	\$399
40-R9-9002	NEW LOCKS, HANLES, OUTLETS, RAILS, O2 OUTLETS, TURTILE TILE	\$5,782
40-R9-9004	NEW COMPARTMENT COATINGS, LIGHT GRAY	\$2,303
50-R1-0010	NEW COATING, INTERIOR MODULE RESPRAY NEW MULTISPEC	\$4,750
50-R6-0015	NEW STRYKER FLOOR PLATE	\$1,495
50-R7-0133	NEW ATTN SEAT, HARNESS, CHILD SEAT	\$1,165
60-R4-0170	CAB PAINT, ONE COLOR TO MATCH PREV UNITS	\$1,387
60-R4-0110	PAINT MODULE, NEW TO MATCH PREV UNITS	\$943
60-R9-9002	BRAUN GRAPHICS, MATCH PREVIOUS UNIT	\$5,069
SP-00-0001	REPLACE FIXED STEP TO MATCH PREV UNIT	\$699
SP-00-0003	REPLACE SHORELINE AND AIR MAINENANCE PUMP	\$99

AMBULANCE TOTAL

\$234,231