

City of Strongsville

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

June 11, 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, June 15, 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 7:30 p.m. All committees listed will meet immediately following the previous committee:

7:30 P.M.

Planning, Zoning & Engineering Committee will meet to discuss Ordinance Nos. 2020-080, 2020-093 and Resolution No. 2020-081.

Finance Committee will meet to discuss Ordinance Nos. 2020-085 and 2020-086.

Public Service & Conservation Committee will meet to discuss Ordinance No. 2020-087 and Resolution No. 2020-088.

Recreation & Community Services Committee will meet to discuss Ordinance Nos. 2020-089 and 2020-090.

Public Safety & Health Committee will meet to discuss Ordinance No. 2020-091.

Committee of the Whole will meet to discuss Ordinance Nos. 2020-076 and 2020-092.

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, JUNE 15, 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 – June 1, 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:

- Ordinance No. 2020-076 by Mayor Perciak and All Members of Council. AN ORDINANCE APPROVING AND AUTHORIZING THE ACCEPTANCE OF CORONAVIRUS RELIEF FUNDING UNDER THE CORONAVIRUS AID, RELIEF AND ECONOMIC SECURITY (CARES) ACT AND OHIO SENATE BILL NO. 310, AFFIRMING THE EXPENDITURE OF SAID FUNDS BY THE CITY CONSISTENT WITH THE CARES ACT, AND DECLARING AN EMERGENCY. *First reading 05-18-20. Second reading 06-01-20.*
- Ordinance No. 2020-080 by Mayor Perciak and All Members of Council. AN ORDINANCE ACCEPTING FOR RECORDING PURPOSES ONLY THE SUBDIVISION PLAT FOR COMMERCE PARKWAY, IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY. *First reading 06-01-20.*
- Resolution No. 2020-081 by Mayor Perciak and All Members of Council. A RESOLUTION DECLARING THE INTENT OF THE COUNCIL OF THE CITY OF STRONGSVILLE TO ACCEPT FOR DEDICATION CERTAIN STREETS WITHIN THE COMMERCE PARKWAY SUBDIVISION, IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY. *First reading 06-01-20.*
- Ordinance No. 2020-085 by Mayor Perciak. AN ORDINANCE MAKING APPROPRIATIONS FOR THE ANNUAL EXPENSES AND OTHER EXPENDITURES OF THE CITY OF STRONGSVILLE, OHIO, FOR THE YEAR 2020 AND REPEALING ORDINANCE NUMBER 2020-057.
- Ordinance No. 2020-086 by Mayor Perciak and all Members of Council. AN ORDINANCE AMENDING THE GENERAL SALARY ORDINANCE NO. 2019-187 TO ESTABLISH, ALLOCATE AND FIX THE COMPENSATION OF THE POSITION OF PART-TIME FIREFIGHTER-PARAMEDIC (SECTION 5-121) IN THE DEPARTMENT OF PUBLIC SAFETY; REPEALING ALL OTHER ORDINANCES IN CONFLICT HEREWITH; AND DECLARING AN EMERGENCY.
- Ordinance No. 2020-087 by Mayor Perciak and all Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH A FIRM OF CONSULTANTS TO PROVIDE ENGINEERING DESIGN AND CONSULTING SERVICES FOR THE CITY OF STRONGSVILLE'S WASTEWATER TREATMENT PLANTS AND WESTWOOD LIFT STATION, AND DECLARING AN EMERGENCY.
- Resolution No. 2020-088 by Mayor Perciak and All Members of Council. A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS FOR THE FURNISHING OF SOLID WASTE, RECYCLABLE MATERIALS AND YARD WASTE COLLECTION SERVICES; FOR OPERATION AND MAINTENANCE OF THE CITY'S TRANSFER STATION; AND FOR THE RECEIPT, TRANSPORT AND DISPOSAL OF SOLID WASTE IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Ordinance No. 2020-089 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A NON-EXCLUSIVE RENTAL/OCCUPANCY AGREEMENT WITH THE GREATER CLEVELAND SENIORS SOFTBALL ON A LIMITED BASIS FOR 2020, FOR THE USE OF VARIOUS BASEBALL FIELDS IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

- Ordinance No. 2020-090 by Mayor Perciak and All Members of Council. AN ORDINANCE RATIFYING AND AUTHORIZING THE MAYOR TO APPLY FOR AND ACCEPT FUNDING FROM THE OHIO PARKS & RECREATION ASSOCIATION FOUNDATION IN ORDER TO PROVIDE MATERIALS FOR CERTAIN RECREATION DEPARTMENT PROGRAMS; AND DECLARING AN EMERGENCY.
- Ordinance No. 2020-091 by Mayor Perciak and All Members of Council. AN ORDINANCE RATIFYING AND APPROVING THE FILING OF AN APPLICATION FOR FINANCIAL ASSISTANCE WITH THE OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES, 9-1-1 PROGRAM OFFICE, AND THE OHIO DEPARTMENT OF COMMERCE, FOR REIMBURSEMENT OF FUNDS TO BE EXPENDED BY THE CITY OF STRONGSVILLE FOR THE SOUTHWEST EMERGENCY DISPATCH CENTER; AUTHORIZING ACCEPTANCE OF FUNDS, AND DECLARING AN EMERGENCY.
- Ordinance No. 2020-092 by Mayor Perciak and All Members of Council. AN ORDINANCE RATIFYING AND APPROVING THE FILING OF AN APPLICATION FOR FINANCIAL ASSISTANCE WITH THE OFFICE OF CRIMINAL JUSTICE SERVICES, DIVISION OF THE OHIO DEPARTMENT OF PUBLIC SAFETY, FOR REIMBURSEMENT OF FUNDS EXPENDED BY THE CITY OF STRONGSVILLE IN CONNECTION WITH THE STRONGSVILLE CORONAVIRUS MITIGATION PROGRAM; AUTHORIZING ACCEPTANCE OF FUNDS, AND DECLARING AN EMERGENCY.
- Ordinance No. 2020-093 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A RELEASE AND VACATION OF AN EASEMENT AND ACCEPT A NEW GRANT OF EASEMENT FOR THE CONSTRUCTION, RECONSTRUCTION, MAINTENANCE, OPERATION AND REPAIR OF A STORM SEWER DRAINAGE SYSTEM IN CONNECTION WITH PROPERTY LOCATED AT 14356 CASTELREAGH LANE (SUBLOT 46, PERMANENT PARCEL NO. 398-17-041), IN THE AVERY WALDEN RESERVE SUBDIVISION, PHASE 2, AND DECLARING AN EMERGENCY.

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2020 – 076

By: Mayor Perciak and All Members of Council

AN ORDINANCE APPROVING AND AUTHORIZING THE ACCEPTANCE OF CORONAVIRUS RELIEF FUNDING UNDER THE CORONAVIRUS AID, RELIEF AND ECONOMIC SECURITY (CARES) ACT AND OHIO SENATE BILL NO. 310, AFFIRMING THE EXPENDITURE OF SAID FUNDS BY THE CITY CONSISTENT WITH THE CARES ACT, AND DECLARING AN EMERGENCY.

WHEREAS, the Coronavirus disease, known as COVID-19, has been spreading, as residents of the County and State have been infected with the disease and the risk of serious illness is still imminent; and

WHEREAS, the City of Strongsville represents that it has experienced a significant financial downturn as a result of significantly reduced tax revenue, which is fairly attributable to the COVID-19 pandemic and estimates that it will continue to experience financial shortfalls over the foreseeable future as a result of the COVID-19 pandemic; and

WHEREAS, due to the severity of the COVID-19 virus in the United States, the Coronavirus Aid, Relief and Economic Security Act (CARES Act) was passed by the United States Congress on March 27, 2020; and

WHEREAS, the CARES Act established the Coronavirus Relief Fund; and

WHEREAS, the Coronavirus Relief Fund provides for payments to local governments navigating the financial impact of the COVID-19 outbreak; and

WHEREAS, the CARES Act provides that payments from such Fund may only be used to cover costs that are necessary expenditures incurred only due to the public health emergency with respect to COVID-19, and were incurred during the period beginning March 1, 2020 and ending on December 30, 2020; and

WHEREAS, State of Ohio Senate Bill No. 310 provides for the distribution of such Federal Coronavirus Relief Funding to local subdivisions; and

WHEREAS, when the City is advised that its funding under Ohio Senate Bill No. 310 is approved, the City is desirous of accepting such funds.

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

Section 1. That this Council hereby approves the acceptance of any award of funding under the CARES Act and Ohio Senate Bill No. 310, and hereby authorizes the Mayor, Director of Finance, and other appropriate officers of the City to provide, execute and deliver certifications, assurances and such other information as may be required in connection therewith.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2020 – 076

Page 2

Section 2. That this Council affirms that the funds so received from the CARES Act and Ohio Senate Bill No. 310, may be expended only to cover costs of the City of Strongsville consistent with the requirements of Section 5001 of the CARES Act, as described in 42 U.S.C. 601(d) and any applicable regulations that:

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act); and
3. were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

Section 3. That in compliance with Ohio Senate Bill 310, the Director of Finance shall take all necessary action to:

1. On or before October 15, 2020, pay any unencumbered balance of money in the City of Strongsville's Local Coronavirus Relief Fund to the County Treasurer;
2. On or before December 28, 2020, pay the balance of any money in the City of Strongsville's Local Coronavirus Relief Fund to the State Treasury in the manner prescribed by the Director of the Ohio Office of Budget and Management; and
3. Provide any information related to any payments received under Senate Bill 310 to the Director of the Ohio Office of Budget and Management as requested.

Section 4. That the funds shall be placed into and expended out of the Local Coronavirus Relief 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 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 in order to be eligible to receive funds, to accept such funds, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2020 – 076

Page 2

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

Attest: _____

Clerk of Council

ORD. No. 2020-076 Amended: _____

1st Rdg. 05-18-20 Ref: LOW

2nd Rdg. 06/01/20 Ref: _____

3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____

Adopted: _____ Defeated: _____

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2020 – 080

By: Mayor Perciak and All Members of Council

AN ORDINANCE ACCEPTING FOR RECORDING PURPOSES ONLY THE SUBDIVISION PLAT FOR COMMERCE PARKWAY, IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

WHEREAS, the plat of Commerce Parkway for the subdivision of Permanent Parcel Nos. 394-03-012 and 394-05-004 ("Property"), is being submitted to this Council for review pursuant to Title Four of Part Twelve entitled "Subdivision Regulations" of the Codified Ordinances of the City of Strongsville; and

WHEREAS, Industrial Land Partners Holdings, LLC and Brighton-Best International, Inc., are the owners of said Property, and Premier Development Partners, LLC, the developer of the Property, have submitted the subdivision plat (attached hereto as Exhibit "1") to the Planning Commission of the City of Strongsville, and the Planning Commission approved the plat on April 30, 2020, subject to certain conditions which have been satisfied; and

WHEREAS, Developer has agreed to pay for the installation and completion of roadway improvements, including, but not limited to, the widening of the south side pavement width of Commerce Parkway from 30' to 36' beginning at Station 20 + 00 to Station 26 + 32, the extension of Commerce Parkway, and installation of sidewalks, curbs, gutters and fire hydrants, required by law and to comply with and abide by all the terms and conditions established by Planning Commission, set forth in the Subdivision Improvements Security Agreement, and contained in the applicable law, the knowledge and/or receipt of which is hereby acknowledged; and

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

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

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

Section 1. That pursuant to Section 1228.03 of the City of Strongsville, this Council hereby approves the form of security by the Developer, and the terms and conditions of the Agreement between the City and the Developer, attached hereto as Exhibit "2"; and it is hereby determined that all of the improvements as shown on the improvement plans on file with the City Engineer and/or required by Section 1228.01 shall be installed in the manner required by the Ordinances of the City on or before October 15, 2020.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2020 – 080

Page 2

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

Section 3. That subject to the aforesaid Agreement, the Council of the City of Strongsville does hereby approve the Subdivision Plat submitted by Industrial Land Partners Holdings, LLC and Brighton-Best International, Inc, the owners, and Premier Development Partners, LLC, the developer of Commerce Parkway, in the City of Strongsville for recording purposes only.

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

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

Section 6. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to assure proper development of all lots and land within the City of Strongsville, and to conform to legal requirements. Therefore, provided this Ordinance receives the affirmative vote of three-fourths 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. 2020-080 Amended: _____
 1st Rdg. 06/01/20 Ref: PZE
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

BASIS OF BEARINGS

The bearings of Cornerstone Parkway as North 200°00'00" East
 Parallel to as recorded in Volume 518, Page 74-75 of
 County Recorder's Office, County of Contra Costa, California.

BUILDING LINES

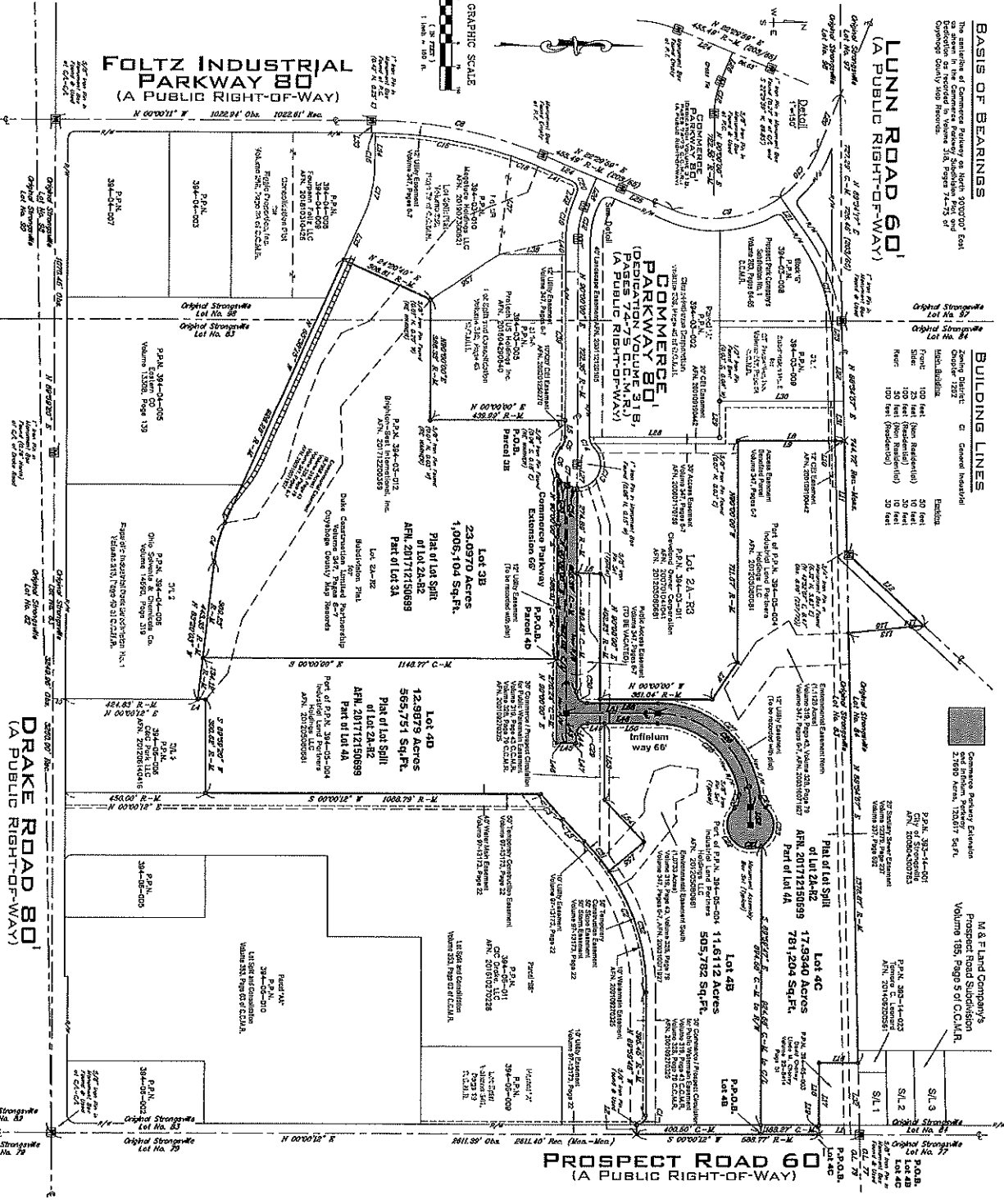
Zone/ District	General Residential	Medium Density Residential	High Density Residential
Front	30 feet	50 feet	50 feet
Side	10 feet (Residential)	20 feet	20 feet
Rear	10 feet (Residential)	20 feet	20 feet

COMPOSITE PARCEL DIVISION

21000 Acres, 15,617 P.A.N.

M&J Land Company's

Prospect Road Subdivision
 Volume 195, Page 5 of C.C.M.R.

LUNN ROAD 60'
(A PUBLIC RIGHT-OF-WAY)**PROSPECT ROAD 60'**
(A PUBLIC RIGHT-OF-WAY)**FOLTZ INDUSTRIAL PARKWAY 80'**
(A PUBLIC RIGHT-OF-WAY)**DRAKE ROAD 80'**
(A PUBLIC RIGHT-OF-WAY)

Curve	Station	Point of Curvature	Angle	Radius	Chord	Delta	Length
C1	1+00.00	1+13.70	90.00	100.00	137.00	90.00	137.00
C2	1+13.70	1+27.40	90.00	100.00	137.00	90.00	137.00
C3	1+27.40	1+41.10	90.00	100.00	137.00	90.00	137.00
C4	1+41.10	1+54.80	90.00	100.00	137.00	90.00	137.00
C5	1+54.80	1+68.50	90.00	100.00	137.00	90.00	137.00
C6	1+68.50	1+82.20	90.00	100.00	137.00	90.00	137.00
C7	1+82.20	1+95.90	90.00	100.00	137.00	90.00	137.00
C8	1+95.90	1+109.60	90.00	100.00	137.00	90.00	137.00
C9	1+109.60	1+123.30	90.00	100.00	137.00	90.00	137.00
C10	1+123.30	1+137.00	90.00	100.00	137.00	90.00	137.00

Symbol	Description
•	Monument (Iron Pin)
○	Bearing Monument (Iron Pin)
◉	Level Monument (Iron Pin)
◊	Survey Point (Iron Pin)
◐	Point of Curvature
◑	Point of Tangency
◒	Point of Intersection
◓	Point of Beginning
◔	Point of Termination
◕	Point of Sighting
◖	Point of Observation
◗	Point of Reference
◘	Point of Survey
◙	Point of Control
◚	Point of Elevation
◛	Point of Height

LINE TABLE

Station	Bearing	Distance	Remarks
0+00.00	N 0°00'00" W	1000.00	Point of Beginning
1+00.00	S 0°00'00" W	1000.00	
2+00.00	N 0°00'00" E	1000.00	
3+00.00	E 0°00'00" E	1000.00	
4+00.00	S 0°00'00" E	1000.00	
5+00.00	N 0°00'00" E	1000.00	Point of Termination

REFERENCE SURVEYS

- 1) The County Surveying Department File and Database as shown on Map 4, Volume 195, Page 5 of C.C.M.R.
- 2) Surveying File, for the County Surveying Department as shown on Map 4, Volume 195, Page 5 of C.C.M.R.
- 3) Surveying File, for the County Surveying Department as shown on Map 4, Volume 195, Page 5 of C.C.M.R.
- 4) Surveying File, for the County Surveying Department as shown on Map 4, Volume 195, Page 5 of C.C.M.R.
- 5) Surveying File, for the County Surveying Department as shown on Map 4, Volume 195, Page 5 of C.C.M.R.

Preliminary
 for Review

EDWARD E. RIVERSTONE II
 License No. 5474

SUBDIVISION IMPROVEMENTS SECURITY AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2020, by and between **PREMIER DEVELOPMENT PARTNERS, LLC**, an Ohio limited liability company organized and existing under the laws of the State of Ohio, hereinafter called the "Developer," and the **CITY OF STRONGSVILLE**, a municipal corporation of the State of Ohio, hereinafter called "City."

WHEREAS, **INDUSTRIAL LAND PARTNERS HOLDINGS, LLC**, a Delaware Limited Liability Company and **BRIGHTON-BEST INTERNATIONAL, INC.**, a California corporation, are the owners of certain property located in the City of Strongsville; and

WHEREAS, the Developer is desirous of developing lands identified as Permanent Parcel Nos. 394-03-012 and 394-05-004 (the "Property"), known as **COMMERCE PARKWAY**, as the same were approved by the City's Planning Commission on April 30, 2020; and

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

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

WHEREAS, Developer has agreed to pay for the installation and completion of roadway improvements, including, but not limited to, the widening of the south side pavement width of Commerce Parkway from 30' to 36' beginning at Station 20 + 00 to Station 26 + 32, the extension of Commerce Parkway, and installation of sidewalks, curbs, gutters and fire hydrants, required by law and to comply with and abide by all the terms and conditions established by Planning Commission, set forth in this agreement, and contained in the applicable law, the knowledge and/or receipt of which is hereby acknowledged; and

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

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

I. IMPROVEMENTS, SECURITY, ACCEPTANCE AND DEDICATION.

A. Developer shall construct or cause the construction of the public improvements required in or on the Property in accordance with the Improvement Plans as approved by the City Engineer on April 30, 2020, the terms of this Agreement, and the Subdivision Regulations of the City (the "Improvements") and shall pay the total cost thereof. Developer shall complete the Improvements on or before October 15, 2020; unless said time is extended by the City.

Such time extensions may be granted so long as the City Engineer determines that delays in construction are not the result of the actions or inactions of the Developer and that Developer is making reasonable efforts to complete the Improvements. Such extensions shall not be unreasonably withheld.

B. Developer shall convey or dedicate to the City all the public streets, alleys, roads, avenues and public ways in the Subdivision known as **COMMERCE PARKWAY**, as approved by the City's Planning Commission on April 30, 2020.

C. Developer shall convey or dedicate to City or other appropriate public entity or public utility all public sewers, water lines and other public utilities and improvements constructed or caused to be constructed and shall grant easements to said entities as may be required.

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

E. Developer shall secure the performance of this Agreement and all the Improvements work in accordance with the standards established in the Subdivision Regulations and the completion of the Improvements within the time period(s) established herein by providing a Performance Bond and a Payment Bond, each in the amount of **\$1,360,242.00**, in the forms attached hereto respectively as Exhibits "A-1" and "A-2" issued by a surety authorized to do business in the State of Ohio within five (5) business days from the date of execution of this Agreement.

F. The occurrence of one or more of the following events shall constitute a material breach of this Agreement:

1. If the Developer assigns this Agreement, or any interest therein to any person, firm or corporation, or gives to any person, firm or corporation, any order or orders thereon without the consent of the City.

2. If the Improvements shall violate building, subdivision, or zoning laws of the City.

3. If the Improvements are not fully constructed by the completion date(s) established in Paragraph A above, or by any extension date approved by Council pursuant thereto.

4. If the Developer does not construct the Improvements in accordance with plans and specifications that have been approved by the proper City authorities having charge thereof.

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

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

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

8. If the Developer fails to perform a material term or condition of this Agreement.

Prior to presentation of a claim under the performance bond, the City shall provide written notice by personal or mail delivery to Developer of the grounds therefor, and shall establish and notify Developer of a time period within which Developer shall be afforded an opportunity to correct or cure the circumstances giving rise thereto. If the circumstances requiring correction or cure involve construction work, such time period for correction or cure shall be no less than forty-five (45) days, unless the City Engineer determines that immediate work is required to protect the public health, safety and welfare, in which case such time period shall be as established by the City Engineer.

G. Upon the proper completion of all of the Improvements, the Developer shall provide to the City an affidavit evidencing all contractors, subcontractors, materialmen and supplier have been duly paid and that there are no liens or encumbrances on any of the Improvements, and the Developer shall supply any and all lien waivers from contractors, subcontractors, materialmen and suppliers as reasonably requested by the City.

H. Upon proper completion of all of the improvements set forth herein, the Developer shall present to the City a maintenance bond securing the maintenance and repair of the improvements for a period of two years in a form approved by the Law Director.

I. Upon proper completion of all of the improvements set forth herein, the Developer shall present to the City an updated policy of title insurance in form approved by the Law Director covering all lands to be dedicated to public use, and showing title to the same to be in the City free and clear of any easements, mortgages, taxes, liens, assessments or other encumbrances of any kind whatsoever except the easements required by the Subdivision Regulations of the City and taxes not yet due and payable.

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

II. GENERAL REQUIREMENTS.

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

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

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

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

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

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

G. Developer agrees that prior to the issuance of any building permits within the subdivision, all sanitary sewer systems, storm drainage systems, water mains and required appurtenances shall be completed and approved by the City Engineer.

H. The City shall not be responsible for maintenance or care of the Improvements until the same are accepted by the City.

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

J. This Agreement shall run with the land, as shall also the covenants herein contained, and shall be to the benefit of the City and its successors and assigns.

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

"CITY"
CITY OF STRONGSVILLE

By: _____
Thomas P. Perciak
Title: Mayor

"DEVELOPER"
PREMIER DEVELOPMENT PARTNERS, LLC
(an Ohio Limited Liability Company)

By: _____

Its: _____

STATE OF OHIO)
) ss.
COUNTY OF CUYAHOGA)

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Strongsville, Ohio, this ____ day of _____, 2020.

Notary Public

STATE OF OHIO)
) ss.
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named **PREMIER DEVELOPMENT PARTNERS, LLC, an Ohio Limited Liability Company**, by _____, its _____, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said limited liability company, and his free act and deed personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at _____, Ohio, this ____ day of _____, 2020.

Notary Public

CERTIFICATE OF LAW DIRECTOR

I hereby certify that I have reviewed and approved the form of the foregoing instrument this ____ day of _____, 2020.

Law Director

THE CINCINNATI INSURANCE COMPANY

Performance Bond

CONTRACTOR (Name, legal status and address):

Premier Development Partners, LLC
5301 Grant Avenue, Suite 100
Cleveland, OH 44125

SURETY (Name, legal status and principal place of business):

THE CINCINNATI INSURANCE COMPANY
6200 S. GILMORE ROAD
FAIRFIELD, OHIO 45014-5141

OWNER (Name, legal status and address):

CITY OF STRONGSVILLE
16099 FOLTZ PARKWAY
STRONGSVILLE, OH 44149

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

CONSTRUCTION CONTRACT

Date: June 01, 2020

Amount: \$1,360,242.00

Description (Name and location):

Construction of a new road leading to a new building off Commerce Parkway, Strongsville, OH 44149

BOND

Date (Not earlier than Construction Contract Date): June 01, 2020

Amount: \$1,360,242.00

Modifications to this Bond:

None

See Section 16

CONTRACTOR AS PRINCIPAL

Company: Premier Development Partners, LLC (Corporate Seal)

Signature: 

Name and Title:

SURETY

Company: THE CINCINNATI INSURANCE COMPANY (Corporate Seal)

Signature: 

Name and Title: Ann M. Kessler Attorney-in-Fact

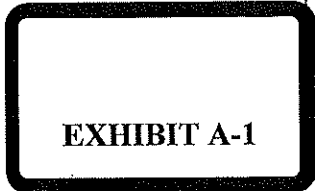
(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY - Name, address and telephone)

AGENT or BROKER:

Luce, Smith & Scott, Inc.
6860 W Snowville Rd Ste 110
Brecksville, OH

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):



1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which the signature appears.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14 Definitions

14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract. The agreement between the Owner and the Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: _____ (Corporate Seal)
Premier Development Partners, LLC

SURETY
Company: _____ (Corporate Seal)

Signature: _____

Signature: _____

Name and Title:

Name and Title:

Address:

Address:

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A312, 2010 Edition.

S-2100-AIA-A312 (11/10) PERFORMANCE BOND

Page 4

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Belinda Fratilla, Gregory Skaljic, Ann Kessler, William Killea, Daniel Skaljic,

of Brecksville, OH

and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Ten Million Dollars and 00/100 (\$10,000,000.00)

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10th day of May, 2012.



THE CINCINNATI INSURANCE COMPANY

Stacy A. Justice

Vice President

STATE OF OHIO) ss:
COUNTY OF BUTLER)

On this 10th day of May, 2012, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio, this day of

Scott R. Bolan

Assistant Secretary



THE CINCINNATI INSURANCE COMPANY

Payment Bond

CONTRACTOR (Name, legal status and address):

Premier Development Partners, LLC
5301 Grant Avenue, Suite 100
Cleveland, OH 44125

SURETY (Name, legal status and principal place of business):

THE CINCINNATI INSURANCE COMPANY
6200 S. GILMORE ROAD
FAIRFIELD, OHIO 45014-5141

OWNER (Name, legal status and address):

CITY OF STRONGSVILLE
16099 FOLTZ PARKWAY
STRONGSVILLE, OH 44149

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

CONSTRUCTION CONTRACT

Date: June 01, 2020

Amount: \$1,360,242.00

Description (Name and location):

Construction of a new road leading to a new building off Commerce Parkway, Strongsville, OH 44149

BOND

Date (Not earlier than Construction Contract Date): June 01, 2020

Amount: \$1,360,242.00

Modifications to this Bond:

None

See Section 18

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)
Premier Development Partners, LLC

Signature: _____
Name and Title: _____

SURETY

Company: _____ (Corporate Seal)
THE CINCINNATI INSURANCE COMPANY

Signature: Ann M Kessler
Name and Title: Ann M. Kessler Attorney-In-Fact

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY - Name, address and telephone)

AGENT or BROKER:

Luce, Smith & Scott, Inc.
6860 W Snowville Rd Ste 110
Brecksville, OH

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

EXHIBIT A-2

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

5.1 Claimants, who do not have a direct contract with the Contractor,

.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

.2 have sent a Claim to the Surety (at the address described in Section 13).

5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

7.2 Pay or arrange for payment of any undisputed amounts.

7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16 Definitions

16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

16.3 Construction Contract. The agreement between the Owner and the Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)
Premier Development Partners, LLC

Signature: _____

Name and Title:

Address:

SURETY

Company: _____ (Corporate Seal)

Signature: _____

Name and Title:

Address:

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Belinda Fratilla, Gregory Skaljac, Ann Kessler, William Killea, Daniel Skaljac,

of Brecksville, OH

and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Ten Million Dollars and 00/100 (\$10,000,000.00)

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10th day of May, 2012.



THE CINCINNATI INSURANCE COMPANY

Signature of Stephen A. Justice

Vice President

STATE OF OHIO) ss:
COUNTY OF BUTLER)

On this 10th day of May, 2012, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Signature of Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio, this day of



Signature of Scott R. Bolter

Assistant Secretary

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2020 – 081

By: Mayor Perciak and All Members of Council

A RESOLUTION DECLARING THE INTENT OF THE COUNCIL OF THE CITY OF STRONGSVILLE TO ACCEPT FOR DEDICATION CERTAIN STREETS WITHIN THE COMMERCE PARKWAY SUBDIVISION, IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Ordinance No. 2020-080 duly passed by this Council on June 1, 2020, the Council of the City of Strongsville accepted the plat submitted by Industrial Land Partners Holdings, LLC and Brighton-Best International, Inc., the owners of the property, and Premier Development Partners, LLC, the developer of the Commerce Parkway Subdivision, for recording purposes only; and

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

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

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

Section 1. That the Council of the City of Strongsville does intend to accept for dedication, the streets shown on the subdivision plat of Commerce Parkway, after all improvements, including utilities, have been installed and approved by the Engineer of the City of Strongsville, and after performance of the terms and conditions of the Agreement between the Developer and the City approved in Ordinance No. 2020-080.

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

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

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

CITY OF STRONGSVILLE, OHIO
RESOLUTION NO. 2020 – _____
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

RES
ORD. No. 2020-081 Amended: _____
1st Rdg. 06/01/20 Ref: PZE
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2020 - 085
BY: MAYOR THOMAS P. PERCIAK

AN ORDINANCE MAKING APPROPRIATIONS FOR THE ANNUAL EXPENSES AND OTHER EXPENDITURES OF THE CITY OF STRONGSVILLE, OHIO, FOR THE YEAR 2020 AND REPEALING ORDINANCE NUMBER 2020-057.

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

Section 1: THAT THERE BE APPROPRIATED FROM THE FOLLOWING FUNDS AND AS FURTHER DETAILED IN THE SCHEDULE ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN:

General Fund - 101					
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
101	Total General Fund	\$ 18,831,400.00	\$ 8,268,700.00	\$ 10,182,000.00	\$ 37,282,100.00

Special Revenue Funds - 200					
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
203	Police Pension	\$ 1,427,400.00	\$ -	\$ -	\$ 1,427,400.00
204	Street Construction & Maintenance	5,195,500.00	11,717,300.00	-	16,912,800.00
205	State Highway Maintenance	-	149,600.00	-	149,600.00
206	Motor Vehicle License Tax	-	970,000.00	-	970,000.00
207	Emergency Vehicle Fund	-	586,600.00	-	586,600.00
208	Fire Levy	7,782,200.00	845,000.00	-	8,627,200.00
209	Fire Pension	1,537,400.00	-	-	1,537,400.00
211	Clerk of Court	-	40,000.00	-	40,000.00
212	Drainage Levy	-	2,288,000.00	-	2,288,000.00
213	Local Coronavirus Relief	-	-	-	-
214	Multi-Purpose Complex	3,306,500.00	1,755,800.00	-	5,062,300.00
215	Southwest General Hospital	-	358,933.00	-	358,933.00
216	Law Enforcement Federal Seizures	-	7,000.00	-	7,000.00
217	Law Enforcement State Seizures	-	12,000.00	-	12,000.00
218	Law Enforcement Drug Fine	-	400.00	-	400.00
219	Law Enforcement DWI/DUI	-	10,000.00	-	10,000.00
220	Tree Fund	-	127,000.00	-	127,000.00
222	Community Diversion	11,200.00	8,500.00	-	19,700.00
223	Bond Escrow	-	700,000.00	-	700,000.00
224	Earned Benefits	1,521,800.00	-	-	1,521,800.00
200	Total Special Revenue Funds	\$ 20,782,000.00	\$ 19,576,133.00	\$ -	\$ 40,358,133.00

Debt Service Funds - 300					
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
331	General Bond Retirement	\$ -	\$ 3,582,600.00	\$ -	\$ 3,582,600.00
333	Pearl Road TIF # 1	-	1,094,500.00	-	1,094,500.00
334	Royalton Road TIF	-	209,000.00	-	209,000.00
335	Pearl Road TIF # 2	-	-	-	-
336	Pearl Road TIF # 3	-	51,500.00	-	51,500.00
337	Westwood Commons TIF	-	36,000.00	-	36,000.00
338	Giant Eagle TIF	-	51,500.00	-	51,500.00
339	GETGO TIF	-	61,800.00	-	61,800.00
340	Clover Senior TIF	-	41,200.00	-	41,200.00
341	Pearl Road TIF # 4	-	103,000.00	-	103,000.00
342	Cane's/Chase TIF	-	-	-	-
300	Total Debt Service Funds	\$ -	\$ 5,231,100.00	\$ -	\$ 5,231,100.00

Capital Improvement Capital Project Funds - 400

Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
441	Recreation Capital Improvement	\$ -	\$ 50,000.00	\$ -	\$ 50,000.00
442	General Capital Improvement	-	10,289,900.00	-	10,289,900.00
447	TIF Capital Improvements	-	13,951,350.00	-	13,951,350.00
400	Total Capital Project Funds	\$ -	\$ 24,291,250.00	\$ -	\$ 24,291,250.00

Enterprise Funds - 500

Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
551	Sanitary Sewer	\$ 1,816,200.00	\$ 7,610,035.00	\$ -	\$ 9,426,235.00

Internal Service Fund - 600

Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
661	Health Insurance Reserve	\$ -	\$ 6,677,900.00	\$ -	\$ 6,677,900.00
664	Worker's Compensation Reserve	-	1,191,000.00	-	1,191,000.00
600	Total Internal Service Funds	\$ -	\$ 7,868,900.00	\$ -	\$ 7,868,900.00

Grand Total All Funds	\$ 41,429,600.00	\$ 72,846,118.00	\$ 10,182,000.00	\$ 124,457,718.00
------------------------------	-------------------------	-------------------------	-------------------------	--------------------------

Itemized list of Transfers and Advances by Fund

Description	Amount
General Fund to Street Construction Fund	\$ 3,500,000.00
General Fund to Fire Levy Fund	2,700,000.00
General Fund to Multi-Complex Fund	1,950,000.00
General Fund to Police Pension Fund	900,000.00
General Fund to Fire Pension Fund	1,032,000.00
General Fund to Tree Fund	100,000.00
Total Transfers	\$ 10,182,000.00

Section 2: That all expenditures within the fiscal year ending December 31, 2020 shall be made in accordance with the code accounts set forth above, and shall be made within the appropriations herein provided.

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

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

Approved: _____

President of Council

Mayor

Date Passed

Date Approved

Attest: _____

Clerk of Council

ORD. No. 2020-085. Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

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

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

Dept #	Department	Personal Services	Other	Transfers & Advances	Total
011410	Council	\$ 363,300.00	\$ 36,000.00	\$ -	\$ 399,300.00
011411	Mayors Office	262,000.00	14,900.00	-	276,900.00
015412	Police Department	9,991,200.00	1,813,700.00	-	11,804,900.00
011413	Human Resources	250,100.00	46,900.00	-	297,000.00
011414	Finance Department	553,900.00	19,600.00	-	573,500.00
011415	Legal Department	519,700.00	125,900.00	-	645,600.00
011416	Communication & Technology	697,100.00	678,000.00	-	1,375,100.00
011417	Building Department	1,036,200.00	189,800.00	-	1,226,000.00
011418	Mayors Court	179,500.00	325,500.00	-	505,000.00
011420	Rubbish Department	-	2,651,300.00	-	2,651,300.00
011421	Cemetery Department	129,700.00	266,000.00	-	395,700.00
011422	Architectural Board of Review	-	4,000.00	-	4,000.00
011423	Planning Commission	118,500.00	63,500.00	-	182,000.00
011424	Civil Service	-	31,400.00	-	31,400.00
011425	Board of Appeals	-	16,000.00	-	16,000.00
011428	Parks Department	114,700.00	196,000.00	-	310,700.00
011429	Public Safety	174,000.00	-	-	174,000.00
011430	General Miscellaneous	-	1,432,100.00	-	1,432,100.00
011435	Economic Development	169,600.00	93,600.00	-	263,200.00
015415	OPID Grant	38,300.00	11,700.00	-	50,000.00
015414	Corrections Officers	915,000.00	115,500.00	-	1,030,500.00
015413	Regional Dispatch Center	3,318,600.00	137,300.00	-	3,455,900.00
011468	Non Government Transfers	-	-	10,182,000.00	10,182,000.00
	Total General Fund	\$ 18,831,400.00	\$ 8,268,700.00	\$ 10,182,000.00	\$ 37,282,100.00
031000	Police Pension	1,427,400.00	-	-	1,427,400.00
046419	Street Repairs	4,333,200.00	9,970,900.00	-	14,304,100.00
046426	Traffic Signal Maintenance	111,400.00	185,000.00	-	296,400.00
046427	Snow Removal	-	750,400.00	-	750,400.00
046433	Municipal Garage	750,900.00	811,000.00	-	1,561,900.00
056000	State Highway Maintenance	-	149,600.00	-	149,600.00
066000	Motor Vehicle License Tax	-	970,000.00	-	970,000.00
075000	Emergency Vehicle Fund	-	586,600.00	-	586,600.00
085000	Fire Levy	7,782,200.00	598,800.00	-	8,381,000.00
085001	Fire Station Ward 1	-	67,200.00	-	67,200.00
085002	Fire Station Ward 2	-	47,500.00	-	47,500.00
085003	Fire Station Ward 3	-	32,500.00	-	32,500.00
085004	Fire Station Ward 4	-	99,000.00	-	99,000.00
095000	Fire Pension	1,537,400.00	-	-	1,537,400.00
111000	Clerk of Court	-	40,000.00	-	40,000.00
121000	Drainage Levy	-	2,288,000.00	-	2,288,000.00
131000	Local Coronavirus Relief	-	-	-	-
143304	Sports Programs	288,600.00	190,000.00	-	478,600.00
143305	Recreation Administration	477,400.00	717,500.00	-	1,194,900.00
143306	Fitness	452,300.00	133,200.00	-	585,500.00
143310	Aquatics	696,200.00	111,300.00	-	807,500.00
143311	Recreation Programs	257,400.00	39,200.00	-	296,600.00
143430	Special Events	-	14,900.00	-	14,900.00
143431	Old Town Hall	8,900.00	18,800.00	-	27,700.00
143439	Senior Services	629,100.00	285,400.00	-	914,500.00
143451	Recreation Maintenance	496,600.00	209,000.00	-	705,600.00
143500	Program Refunds	-	36,500.00	-	36,500.00
152000	Southwest General Hospital	-	358,933.00	-	358,933.00
165000	Law Enforcement Federal Seizures	-	7,000.00	-	7,000.00
175000	Law Enforcement State Seizures	-	12,000.00	-	12,000.00
185000	Law Enforcement Drug Fine	-	400.00	-	400.00
195000	Law Enforcement DWI/DUI	-	10,000.00	-	10,000.00
204000	Tree Maintenance	-	127,000.00	-	127,000.00
225000	Community Diversion	11,200.00	8,500.00	-	19,700.00
223100	Bond Escrow	-	700,000.00	-	700,000.00
224000	Earned Benefits	1,521,800.00	-	-	1,521,800.00
	Total Special Revenue Funds	\$ 20,782,000.00	\$ 19,576,133.00	\$ -	\$ 40,358,133.00

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

Dept #	Department	Personal Service	Other	Transfers & Advances	Total
311000	General Bond Retirement	-	3,582,600.00	-	3,582,600.00
333000	Pearl Road TIF # 1	-	1,094,500.00	-	1,094,500.00
334000	Royalton Road TIF	-	209,000.00	-	209,000.00
335000	Pearl Road TIF # 2	-	-	-	-
336000	Pearl Road TIF # 3	-	51,500.00	-	51,500.00
337000	Westwood Commons TIF	-	36,000.00	-	36,000.00
338000	Giant Eagle TIF	-	51,500.00	-	51,500.00
339000	GETGO TIF	-	61,800.00	-	61,800.00
340000	Clover Senior TIF	-	41,200.00	-	41,200.00
341000	Pearl Road TIF # 4	-	103,000.00	-	103,000.00
342000	Cane's/Chase TIF	-	-	-	-
	Total Debt Service	\$ -	\$ 5,231,100.00	\$ -	\$ 5,231,100.00
413000	Recreation Capital Improvement	-	50,000.00	-	50,000.00
421000	General Capital Improvement	-	10,289,900.00	-	10,289,900.00
447104	42/82 TIF	-	13,951,350.00	-	13,951,350.00
	Total Capital Projects	\$ -	\$ 24,291,250.00	\$ -	\$ 24,291,250.00
512501	Engineering and Administration	670,600.00	921,900.00	-	1,592,500.00
512502	Plant Expenditures	-	2,706,500.00	-	2,706,500.00
512503	Line Expenditures	1,145,600.00	494,000.00	-	1,639,600.00
512504	Sewer Capital Improvements	-	3,112,500.00	-	3,112,500.00
512505	Sewer Debt Payments	-	375,135.00	-	375,135.00
	Total Sanitary Sewer	\$ 1,816,200.00	\$ 7,610,035.00	\$ -	\$ 9,426,235.00
661000	Health Insurance Reserve	-	6,677,900.00	-	6,677,900.00
664000	Workers Compensation Reserve	-	1,191,000.00	-	1,191,000.00
	Total Internal Service	\$ -	\$ 7,868,900.00	\$ -	\$ 7,868,900.00
	GRAND TOTAL	\$ 41,429,600.00	\$ 72,846,118.00	\$ 10,182,000.00	\$ 124,457,718.00

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2020 – 086

By: Mayor Perciak and All Members of Council

AN ORDINANCE AMENDING THE GENERAL SALARY ORDINANCE NO. 2019-187 TO ESTABLISH, ALLOCATE AND FIX THE COMPENSATION OF THE POSITION OF PART-TIME FIREFIGHTER-PARAMEDIC (SECTION 5-121) IN THE DEPARTMENT OF PUBLIC SAFETY; REPEALING ALL OTHER ORDINANCES IN CONFLICT HEREWITH; AND DECLARING AN EMERGENCY.

WHEREAS, this Council has determined to establish the position of Part-time Firefighter-Paramedic, in the Department of Public Safety.

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

Section 1. That Section 5-121 is enacted under “Public Safety,” which shall read as follows:

* * *

<u>Ord.</u> <u>Sec.No.</u>		<u>Pay Range</u> <u>Allocations</u>
PUBLIC SAFETY		
<i>Administrative</i>		
5-095	Public Safety Director	15
<i>Fire</i>		
5-100	Firefighter*	
5-105	Firefighter-Paramedic*	
5-110	Fire Lieutenant*	
5-115	Fire Lieutenant-Paramedic*	
5-117	Fire Captain*	
5-119	Assistant Fire Chief	15
5-120	Fire Chief	18
5-121	Part-time Firefighter-Paramedic	8 (part-time only)

*NOTE: The pay range allocations for members of collective bargaining units in the pay range allocations 5-100 through 5-117 are established by collective bargaining agreement.

* * *

Section 2. That pursuant to Section 3-011 of Article 3 of the General Salary Ordinance, the within amendments shall be effective upon adoption of this Ordinance in accordance with law.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2020 – 086

Section 3. That the funds for the purposes of this Ordinance have been appropriated and shall be paid from the Fire Levy Fund and General Fund.

Section 4. That all other Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

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

Section 6. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is necessary to maintain the orderly and efficient operation of the Department of Public Safety of the City, provide fair compensation for all employees, 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. 2020-086 Amended: _____

1st Rdg. _____ Ref: _____

2nd Rdg. _____ Ref: _____

3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____

Adopted: _____ Defeated: _____

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2020 – 087

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH A FIRM OF CONSULTANTS TO PROVIDE ENGINEERING DESIGN AND CONSULTING SERVICES FOR THE CITY OF STRONGSVILLE'S WASTEWATER TREATMENT PLANTS AND WESTWOOD LIFT STATION, AND DECLARING AN EMERGENCY.

WHEREAS, by and through Resolution No. 2019-171, Council authorized the Mayor to request proposals for engineering design and consulting services relating to the rehabilitation of the Wastewater Treatment Plants and Westwood Lift Station; and

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

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

Section 1. That the Mayor be and is hereby authorized and directed to execute and enter into an agreement with **MS CONSULTANTS, INC.**, a firm of professional consultants, and the best qualified and highest ranked firm, in a total amount not to exceed \$1,214,716.00, to provide engineering design and consulting services, and construction administration services in connection with rehabilitation of the Wastewater Treatment Plants and Westwood Lift Station, in the City of Strongsville, in accordance with its proposed Scope of Work, Fee Proposal and related forms and documents, copies of which are attached hereto as Exhibit A and/or on file with the Director of Public Service, and which, in all respects, are hereby approved.

Section 2. That the funds necessary for the purposes of this Ordinance have been appropriated and shall be paid from the Sanitary Sewer Fund.

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

Section 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare, and for the further reason that it is immediately necessary to engage a firm providing professional engineering design and consulting services on this project to ensure proper specifications and construction administration services, 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 – 087
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. 2020-087 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

EXHIBIT "A"
TO THE ENGINEERING AGREEMENT

**CITY OF STRONGSVILLE – WASTEWATER TREATMENT PLANTS AND WESTWOOD
LIFT STATION REHABILITATION**

SCOPE OF WORK – FINAL 06/02/2020

BACKGROUND / PROJECT UNDERSTANDING

The City of Strongsville solicited engineering design and consulting services for the rehabilitation of two (2) wastewater treatment plants (WWTP), and the Westwood Lift Station. The services are to include preliminary design, detail design, bidding, construction administration and construction inspection. The two WWTPs, known as WWTPs B and C, were expanded in 1984-85 and have nearly identical treatment processes. WWTP B has an average design flow (ADF) of 2.1 MGD and is gravity fed. WWTP C has an ADF of 1.8 MGD and has an influent lift station. The Westwood Lift Station has a peak flow capacity of 9.4 MGD and was built around 1970. All three of these facilities are contract operated by Veolia (Operator).

Both of the plants are similar with each having four (4) rectangular primary clarifiers with pre-aeration basins, Rotating Biological Contactors (RBCs) for secondary treatment, four (4) rectangular secondary clarifiers, and four (4) Parkson DynaSand Filters. The current scope of proposed WWTP improvements include the rehabilitation of the RBCs, filters, blowers, solids handling, chemical feeds, as well as influent lift station improvements at WWTP C and other ancillary work with considerations for existing and future regulations.

The anticipated work at the Westwood Lift Station includes replacement of the Automatic Transfer Switch (ATS), Motor Control Center (MCC), and Variable Frequency Drive (VFD) upgrades, as well as access upgrades to the wet well. Though the request for qualifications initially included pump replacement, the Owner is currently in the process of rebuilding pumps as well as replacing the comminutor, check valves and isolation valves due to necessity.

SCOPE OF SERVICES

Following "Notice to Proceed" from the City of Strongsville (Owner), the ms consultants' team (Engineer) will perform the following tasks as they are currently understood in order to accomplish the overall intent of the City of Strongsville WWTPs B and C and the Westwood Lift Station improvements. Refer to the project schedule included in this agreement for task durations and deliverables.

Task A: Preliminary Design

1. Collect available existing data including, but not limited to, drawings, equipment specifications, O&M manuals, Standard Operating Procedures, 2-years of available influent, effluent and solids data, previous studies and reports, and any other available data deemed necessary. This will include scanning up to 200 scaled mylar drawings that will be supplied by the Owner to produce AutoCAD background drawings for improvements.
2. Perform condition assessments of Plant B and C, and the Westwood Lift Station. It is anticipated that each plant visit will require one full (8-hour) day and a half (4-hour) day for the Westwood Lift Station. This assessment will include both wet-stream and solid-stream processes. This will include structural inspection of the existing digesters. The assessments will include Process, Structural, Mechanical (HVAC), Electrical (includes generators at all facilities), and Instrumentation and Controls. Areas will be reviewed for compliance with current building and life safety codes, including NFPA-820. Conclusions and recommendations for improvements (required and recommended) resulting from the assessments will be included in a separate Technical Memorandum for each facility, which will be submitted within thirty (30) days following the assessments. These TMs will include anticipated estimates of probable construction costs (in general conformance with AACE Class V). Technical Memoranda will be submitted to the Owner for review and approval of scope moving forward, and once finalized, will ultimately be compiled into the Preliminary Design Report (PDR) following Owner approval. Technical Memoranda resulting from the assessments will be submitted as follows:
 - a. TM1 - Plant 'B' Assessment
 - b. TM2 - Plant 'C' Assessment
 - c. TM3 - Westwood LS Assessment
3. A preliminary regulated materials survey will be performed during initial walk-through assessments in order to determine the presence or absence of hazardous materials (e.g. asbestos, lead, and/or mercury). This survey will only be conducted in visible areas impacted by the project. The need for additional required testing cannot be determined at this time as the potential presence, nature, and quantity of containments is currently unknown. The definition of final scope of work, recommendations for sampling and analysis for detection of contaminants will be provided in the PDR. This information will be incorporated into final bid documents or a separate abatement package, if practical depending upon quantity of regulated material present. If a separate abatement package is required, a solicitation document/drawing will be prepared and provided to the Owner for solicitation of pricing.
4. During the walk through, our team will review the status of the generators and provide the evaluation results in the Technical Memoranda. It is anticipated that the generator

improvements will include building modifications to protect the generator(s), as well as improvements to the generator controls. Generators themselves will not be replaced.

5. Develop sampling protocol for the Owner/Operator to perform additional sampling for input parameters and calibration for support of the process model. These parameters include:
 - a. tCOD – Total Chemical Oxygen Demand
 - b. sCOD – Soluble Chemical Oxygen Demand
 - c. TSS – Total Suspended Solids
 - d. VSS – Volatile Suspended Solids
 - e. TP – Total Phosphorus
 - f. TKN – Total Kjeldhal Nitrogen
 - g. tNH₃-N – Total Ammonia
 - h. sNH₃-N – Soluble Ammonia
 - i. Alkalinity
 - j. VFA – Volatile Fatty Acids
6. Perform biological wastewater treatment process modelling using BioWin by EnviroSim. A separate model will be prepared for each plant. The process model will be used to determine the Basis of Design parameters with the goal of optimizing the process and controlling costs. The BioWin models will include the following process configurations to be evaluated:
 - a. Rotary Biological Contactors
 - b. Utilization of the Equalization Basins as Biological Nutrient Removal (BNR) tanks.
 - c. Up to a maximum of two (2) additional processes which may include fixed film, suspended film, and other ancillary processes (e.g. nitrification filters, CoMag, etc.)

A separate Technical Memorandum (TM4) will be prepared to present modelling results, conclusions and recommendations for Owner's consideration.

7. Evaluate the Plant C influent wet well and piping configurations and make recommendations for modifications to reduce future maintenance (CFD model development not part of the base Scope of Work).
8. Evaluate the feasibility of Ultraviolet (UV) disinfection at Plants B and C to replace the current chlorination/dechlorination system. The findings and recommendations will be incorporated into the PDR.
9. Provide coordination and evaluation of jar-testing up to two alternate chemicals for phosphorus removal (performed by vendors) to potentially replace the current ferrous

chloride chemical feed. The findings and recommendations will be incorporated into the PDR.

10. Identify necessary improvements for access to the Plant C influent wet well including, but not limited to, doors, rails, staircase, crane and access hatch.
11. Identify necessary improvements to carbon chemical feed system for implementation of denitrification filters.
12. Identify recommended improvements to secondary collectors, baffles, weirs, gates and associated appurtenances that were affected by corrosion due to past ferrous chloride addition.
13. Identify necessary improvements to exterior and interior lighting converting to LEDs and eliminating exterior light posts.
14. Perform lifecycle cost analysis on potentially viable process alternatives evaluated during the modelling exercise which will include capital costs, operation costs, present worth costs and equivalent annual costs.
15. Perform three (3) workshops with the Owner and Operator during the preliminary design phase which will include the initial kick-off meeting, one workshop following the completion of the condition assessments and prior to finalizing the technical memoranda, and one workshop following the completion of the technical memoranda and compilation of data and modelling of the plants. An additional meeting will be conducted with the Owner and Operator following submission of the final Preliminary Design Report.
16. Develop and submit an electronic version in Portable Document Format (PDF) and four (4) hard copies of a Draft Preliminary Design Report for review by the Owner, summarizing the biological modeling results of BNR processes and life cycle cost analysis performed as stated herein. The report shall provide treatment process recommendations as well as recommendations for other items listed in the RFQ and shall serve as the Basis of Design going forward into the Detailed Design phase, which will also include the following:
 - a. Recommended improvements for each facility
 - b. Preliminary process flow diagram (PFD)
 - c. Preliminary hydraulic profile
 - d. Preliminary planning level construction cost estimates and construction phasing
 - e. Discipline design criteria
 - f. Project implementation schedule (including coordination with Early Action Item construction)
17. Meet with the Owner's staff to review comments on the Draft Preliminary Design Report.
18. Develop and submit four (4) copies of a Final Preliminary Design Report based on comments from the Owner/Operator.

Task B: Detailed Design Phase

1. General Requirements

1. In accordance with the recommendation and design criteria in the Preliminary Design Report, the Engineer shall prepare plans, specifications, and opinion of probable construction costs (OPCC) for construction of the Strongsville WWTPs B and C and the Westwood Lift Station Rehabilitation project outlined in the Request for Qualifications and the initial scoping meeting as detailed herein. OPCC estimates will be in general conformance with AACE Class IV equivalent at 30%, Class III equivalent at 60% and a Class II equivalent at 90%.
2. Early Action Blower and Screenings Washer Procurement and Installation: Due to the condition of the existing blowers, the City of Strongsville desires to have procured and installed new blowers at Plants B and C and new screenings washers at Plant C during the Preliminary Design Phase. It is assumed for the schedule and fee structure that this will mostly be an in-kind replacement, and existing electrical service to new equipment will be adequate. This expedited task will include the design, plans, bid forms and technical specifications necessary to procure and install the blowers and screenings washers. This item will require a separate contract for construction.
3. Detailed Design deliverables for the City of Strongsville Wastewater Treatment Plants and Westwood Lift Station Rehabilitation shall include 30%, 60%, 90% and 100% submittals. The Engineer shall submit four (4) hard-copies and an electronic version for all four deliverables.
4. Participation in three (3) one-day Detailed Design Review Meetings/Workshops with the Owner following the 30%, 60% and 90% submittals.
5. Attend and participate in up to two (2) constructability review meetings as requested.
6. The Engineer's project team shall prepare construction plans utilizing AutoCAD 2018 and technical specifications utilizing CSI 2014 Master Format for each design submittal and will conform to applicable City of Strongsville standards, details, templates and formats.
7. Prepare the Permit-to-Install (PTI) applications (three separate applications) and participate in up to two (2) meetings with the Ohio EPA.

2. Design Deliverables

1. Design and prepare General and Civil construction documents for each design submittal including but not necessarily limited to or requiring:
 - a. Title Sheet
 - b. Index of Drawings
 - c. Schematic Plans (Process Flow)
 - d. General Notes and Details
 - e. Access Drives and Utility Details
 - f. Site Plan

- g. Yard Piping Plans
 - h. Hydraulic Profiles
 - i. Miscellaneous Details
 - j. Technical Specifications
2. Design and prepare Structural construction documents for appropriate design submittals, including but not necessarily limited to or requiring:
- a. Structural Notes, Details, and Standards
 - b. Tank Plans, Sections, and Details
 - c. Filter Plans, Wall Sections, and Details
 - d. Ferrous Storage Plans, Sections, and Details
 - e. Solids Building Plan, Section, Details
 - f. Digester Cover Plan, Sections, and Details
 - g. Plant C Wet well Modifications Plans, Sections, and Details
 - h. Blowers Modifications Details
 - i. Technical Specifications
3. Design and prepare Architectural constructions documents for appropriate design submittals, including but not necessarily limited to or requiring:
- a. Architectural General Notes, Details and Standards
 - b. Code review
 - c. RBC Building Plans, Sections, and Details
 - d. Ferrous Storage Plans, Sections, and Details
 - e. Solids Handling Building Plans, Sections, and Details
 - f. Door, Window, and Hardware Schedules
 - g. Interior and Exterior Elevations
 - h. Technical Specifications
4. Design and prepare Process-Mechanical construction documents for each design submittal including but necessarily limited to or requiring:
- a. Process/Mechanical General Notes , Details, and Standards
 - b. Process Flow Diagrams
 - c. Process Plans, Sections, and Details for RBC Building

- d. Filter Building Plans, Sections, and Details
 - e. Ferrous Storage Plans, Sections and Details
 - f. Screenings Washer Replacement Details
 - g. Sludge Conveyance Plans, Sections and Details
 - h. Solids Building and Digester Plans, Sections, and Details
 - i. Blowers Plans, Section, and Details (see Task E: Allowances)
 - j. Plant C Wet well Modifications Plans, Sections, and Details
 - k. Flow Meters and Valve Plans, Sections, and Details
 - l. Westwood Lift Station Plans, Sections, and Details
 - m. Equipment and Valve Schedules
 - n. HVAC Plans, Sections, and Details
 - o. Technical Specifications
5. Design and prepare Electrical and Instrumentation & Control constructions documents for appropriate design submittals, including but not necessarily limited to or requiring:
- a. Symbol Legend
 - b. Electrical/I&C General Notes, Details, and Standards
 - c. Electrical Site Plan
 - d. Code review
 - e. One-line Diagram and Panel & Conduit Schedules
 - f. Electrical Equipment Plans and Schedules
 - g. Electrical Plans and Schedules for Westwood Lift Station
 - h. Process and Instrumentation Diagrams
 - i. PLC Control Panel Elevations and Layout
 - j. Additional coordination with existing communications and instrumentation
 - k. Control Descriptions for each new process and related equipment
 - l. Technical Specifications
6. Coordinate and acquire all pertinent regulatory approvals, including but not limited to the following:
- a. Cuyahoga County Building Department
 - b. Ohio Environmental Protection Agency (OEPA)

- i. Notice of Intent (NOI)
 - ii. Permit-to-Install (PTI) – one for each facility
7. Prepare permit applications, all permit fees required shall be paid by the Owner.
8. Prepare bidding documents and legal advertisement.
9. The final process model output file will be submitted to the Owner at the completion of the detailed design.

Task C: Bidding Services

1. Facilitate electronic sale/distribution of Contract Documents through the Engineer's project management software.
2. Conduct one pre-bid meeting, including agenda and meeting minutes, and conduct, in conjunction with the Operator, a project site tour at all three locations.
3. Provide interpretation of Contract Documents during bidding. The Engineer shall maintain an RFI log, prepare and distribute a maximum of two addenda, if required, and distribute electronically to plan holders.
4. Produce and distribute Conformed to Contract (CTC) documents, incorporating changes made during the bidding period.
5. Prepare solicitation package for Early Action items. It is assumed that the Early Action Item package will be a solicitation to multiple contractors rather than a full public bid. Preparation will run concurrent with Preliminary Design.

Task D: Construction Services

Construction Administration

1. The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by the Engineer for final payment to the Contractor.
2. Construction Administrator (CA) – The Engineer shall furnish a Construction Administrator for the duration of the Project, estimated to be no longer than 420 days (substantial) / 450 days (final) in total consecutive days from Notice to Proceed. The responsibilities of the Construction Administrator are as follows:
 - a. Based on information obtained during site visits and observations, the CA, will determine, in general, if the Work is proceeding in accordance with the Contract Documents.
 - b. Payroll reports will be forwarded from the Contractor to the Owner for wage rate verifications and acceptance.

- c. Review and approve (or have appropriate design personnel review and approve) shop drawings and project submittals – up to 100 assumed.
- d. Coordinate and direct the initial pre-construction meeting and up to fifteen (15) progress meetings, including distribution of agenda prior to meetings and minutes following the meetings.
- e. Assist the Owner in the selection of an independent testing laboratory (if required).
- f. The Engineer will review and make recommendations to the Owner on monthly progress payments for the Contractor.
- g. Verify that all material certifications, tests, certifications of inspection, and approvals required by the Contract Documents are obtained.
- h. Respond to written Requests for Information (RFIs) – up to 50 assumed, and issue Field Orders and Requests for Proposals (RFP's) as necessary. The Engineer will recommend, prepare and distribute Change Orders for appropriate approvals, as directed by the Owner.
- i. Render written decisions on all claims of Owner and Contractor relating to the acceptability of Contractor's Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of Contractor's Work.
- j. Provide scheduling support and coordination in connection with the installation, start-up, testing and adjusting of Project equipment and systems, which will be provided by the manufacturers, suppliers and vendors of the particular equipment.
- k. Assist the Owner in scheduling training of Owner's staff (provided by equipment vendors) to operate and maintain the Project equipment. Provide process training in addition to revised or replaced equipment training.
- l. Assist in coordination of operational demonstrations.
- m. Provide review and approval of the pertinent Operation & Maintenance Manual(s) provided by vendors and facilitate necessary training services for requisite operational and maintenance equipment.
- n. Upon written notice from the Contractor that the Contractor considers the Work ready for its intended purpose, The Engineer shall conduct a substantial completion inspection and issue a punch list of items remaining to be completed and monitor completion of the punch list items. The Engineer will recommend the Owner issue a certificate of substantial and final completion as appropriate.
- o. The Engineer shall work with the Contractor to obtain and review final paperwork and review and approve final pay applications. Completion Affidavits and closeout paperwork shall be completed by the Owner's staff.

3. It is understood that the Owner will provide staff to assist, estimated at approximately 8 hours per week, with administration tasks including, but not limited to:
 - a. Review and approval of Contractor's certified payroll.
 - b. Review and approval of Contractor's progress payments, and coordination with Resident Project Representative during review.
 - c. General oversight of the Contractor during periods of time when the Resident Project Representative and Construction Administrator are not on site.

Resident Project Representative

The Engineer shall provide up to 6 months full-time (40 hours per week) and 8 months part-time (20 hours per week) on-site Resident Project Representation (RPR) for this Rehabilitation Project for an assumed maximum of one thousand eight hundred (1,800) manhours. This is based upon a 14 month (notice to proceed to substantial completion) estimated construction schedule per the current scope of work, which will be split between Plants B and C, and the Westwood Lift Station. It is assumed that one field inspector will cover the contract, and the City staff will supplement as-needed during part-time inspection. RPR responsibilities are as follows:

1. The on-site representative will take direction from and report directly to the Construction Administrator, as well as advise the Owner's representative.
2. Keep the Owner's representatives informed of project status and progress.
3. The Engineer will review and approve or take other appropriate action with respect to Shop Drawings and Samples and other data which the Contractor is required to submit, for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as depicted in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.
4. Review measurements with the Contractor to determine the amount of Work completed on a daily basis.
5. Report to Construction Administrator, to the extent observed, any unsatisfactory, faulty or defective Work.
6. Mark known changed construction details on plans to be later incorporated into record drawings, along with the Contractor's redline markups. Provided, however, that Contractor shall be responsible for the completeness and accuracy of the final Record Drawings.
7. Prepare and maintain daily construction observation reports. The daily construction observation reports will be provided to the Owner as construction progresses.
8. Maintain an electronic file of construction photographs taken throughout the construction process.
9. Prepare draft punch list of items to be completed before pre-final inspections.

10. Attend trainings and final walkthrough with the Owner's and Contractor's representatives.

Post Construction

1. The Engineer will submit to the Owner all daily inspection reports, construction photographs and Project approved shop drawings.
2. Based upon redline drawings and measurements provided by the Contractor and additional information and data provided by the RPR, Engineer shall prepare as-built record drawings. Within one month of final project completion, The Engineer shall provide the Owner with one set of electronic drawings (.pdf and .dwg format) reflecting significant changes made during the construction phase. All field measurements, marked-up prints, drawings, and other data showing all modifications shall be provided by the Contractor(s).
3. Compilation of and submission to the Client all approved shop drawings and O&M Manuals in digital (.pdf) format.
4. In company with the Owner or Owner's representative, provide an inspection of the Project approximately one month prior to the expiration of the one-year Warranty to ascertain whether any portion of the Work is subject to warranty correction.

Task E: If-Authorized Services

Services listed below are optional, but recommended based on the scope of services being performed. These services can be negotiated and provided as requested/required by the Owner, but are not considered part of the base scope/fee structure.

1. **General Design Allowance:** For Owner initiated changes, future scope of work additions not identified, and as-authorized services yet to be determined during Preliminary Design Report and Detailed Design Phases. This will include provisions for selection of an alternative technology to replace the existing RBCs.
2. **Materials Testing Allowance:** For any initiated testing of materials including but not limited to concrete for the tanks, wet wells, filters, digesters, and ferrous storage area.
3. Conduct a **Power System Study (PSS)** that include the following elements:
 - a. Project Initiation including Data Collection
 - i. Review electrical drawings and obtain utility information
 - ii. Field collect the make and model of each overcurrent protective device and distribution equipment.
 - b. Perform system modeling utilizing SKM Power*Tools electrical engineering software
 - i. Develop one-line diagrams in model software
 - ii. Prepare model for operational modes
 - c. Model Verification
 - i. Validate model input data through field verification
 - d. Short Circuit Study
 - i. Compare the calculated and maximum fault current with the interrupt rating of overcurrent protective devices

- ii. Verify the adequacy of electrical distribution equipment fault current ratings
 - iii. Use the calculated fault current to assist in the selection and determination of settings for relays and circuit breakers
 - e. Protective Device Coordination Study
 - i. Perform overcurrent device time-current coordination study
 - ii. Identify problems with the protective device coordination analysis
 - iii. Provide summary of corrective actions to the electrical systems and settings for all devices which have adjustable characteristics
 - f. Arc Flash Hazard Analysis
 - i. Perform analysis in accordance with the 2002 edition of IEEE Standard 1584 to determine the hazard risk category associated with each piece of equipment as defined in the 2015 Edition of NFPA 70E
 - ii. Based on analysis, recommend the level of personnel protective equipment (PPE) for each panel/component as defined in the 2012 Edition of NFPA 70E.
 - iii. Prepare and apply appropriate Arc Flash Warning labels for the electrical system.
 - iv. Develop report for compliance documentation.
- 4. Perform **Computational Fluid Dynamics (CFD) model** on the Plant C influent wet well modifications to optimize intake velocities and mitigate deposition.
- 5. Perform a **copper study** on the wet streams and solid stream of the WWTPs. The study will encompass determining the source of the copper seen in the wastewater flow and alternatives for mitigation. The deliverable will be a Copper Assessment Letter Report.

OWNER RESPONSIBILITIES

1. Assist the Engineer by placing at their disposal all requested available information pertinent to the project including previous reports and any other data relative to planning, modeling, design, or construction of the project.
2. Provide full information with respect to the scope of the work to be performed by the Engineer, including design objectives and constraints, space, capacity, and performance requirements, flexibility and expandability, and any budgetary limitations; together with all design and construction standards which the Owner will require to be included in the drawings and specifications.
3. Provide access to and make all provisions for the Engineer and team representatives to enter upon public and private lands as required to perform its work.
4. Drain/clean tanks and provide access and ventilation as necessary to allow for safe assessment and/or measurements.
5. Obtain all governmental approvals, permits, licenses, and variances required for the performance of the work, not including business licenses and the permits required of the Engineer.

6. Place and pay associated fees for legal advertisement (advertisement to be prepared by the Engineer).
7. Coordinate and pay for influent testing necessary to characterize the waste stream for model evaluation, as noted above.
8. Provide payment for all permitting fees.
9. Preparing and executing the Construction Contract.
10. Pay all costs associated with independent testing of the Work during construction in accordance with the Contract Documents.
11. Provide staff to monitor construction as-needed when part time RPR services are being performed.
12. Prepare requisite contract closeout paperwork.

ASSUMPTIONS AND EXCLUSIONS

Assumptions made in developing the scope, schedule and fee include, but are not limited to, the following:

1. No geotechnical exploration will be performed as part of this contract.
2. Chemical jar testing will be performed by the chemical/process vendors at no cost to the Owner or Engineer.
3. The Early Action Item documents will be prepared and permitted separately, and will be turned over to the Owner to solicit pricing (not a complete set of bidding documents). Package shall include:
 - a. Plan Drawings
 - b. Technical Specifications
 - c. Summary of Work
 - d. Solicitation Form
 - e. Engineer's Estimate of Probable Construction Cost
4. Bidding services, construction administration and RPR services are not assumed for the Early Action Item package. The Engineer will provide shop drawing review and periodic spot-checking of the work being performed to verify it is in general conformance with the Contract Documents.
5. Improvements for Plant 'B', Plant 'C' and the Westwood Lift Station will be combined in a single bidding document, and a single Prime Contract will be awarded for all of the work (excluding the Early Action Item package).
6. The Operator will provide knowledgeable staff to accompany the Engineer during all site visits.

7. For the Scope and Fee development, it is assumed that the Detailed Design recommendation will be replacement of the RBCs. It is assumed that the roofs will not need to be removed and replaced for installation of equipment.
8. For the purpose of fee development, final design is anticipated to include only the items listed below, which were derived from the City of Strongsville Request for Qualifications, as well as the initial scoping meeting held on February 14, 2020. These items also serve as the basis for the anticipated construction duration and related fees. It is understood that, as preliminary design progresses, additional items may be incorporated into the scope of Detailed Design out of necessity (i.e. code requirements) or request of the Owner. Additional design/permitting/CA/RPR requirements resulting from these changes will be handled through a modification request if required, as discussed during the February 14th meeting.

The items currently included in the detailed design scope are:

- a. Air Blower Replacements with all necessary piping and connections at Plants B and C (Two units per plant).
 - b. Solids Handling Building upgrades including digester cover replacement and pump and plug valve replacements. The Engineer will also review Digester Gas Recovery options.
 - c. Sludge Belt Conveyor replacements including complete mechanical conveyor with drive and tension stations.
 - d. Rotary Biological Contactor upgrades or replacements.
 - e. Screening Washer Replacements (Two at Plant C)
 - f. Filter Building sand filter rehabilitation plants B and C (Four filters per plant and two compressors per plant).
 - g. Plant C Influent Pump Station wet well concrete modifications and pump replacements including piping.
 - h. Ferrous storage tank replacements at plants B and C including piping, spill containment and the chemical feed system.
 - i. Flow meter replacements at plants B and C (Approximately 20 units total).
 - j. Westwood lift station motor control center upgrade including the ATS and VFDs (Owner is currently replacing motors, valves and comminutor).
 - k. Westwood lift station wet well access and piping improvements.
9. Electrical and I&C:
 - a. Electrical fees do not include extras for non-code compliant issues.
 - b. Electrical fees assume that both Plant B and C electrical distribution equipment is in good working order and can be reused for the proposed process improvements

- c. Electrical fees assumes no lighting improvements within Plant B and C facilities.
- d. Electrical fee assumes that all process equipment hardwire control will be specified by the Process Designer and packaged by the supplier. No custom control design by Electrical Designer.
- e. I&C fees includes modifications to Plant B and C control panels associated with process improvements.
- f. I&C fees assume no SCADA upgrades

EXHIBIT "B"
TO THE ENGINEERING AGREEMENT
CITY OF STRONGSVILLE
WASTEWATER TREATMENT PLANTS AND WESTWOOD LIFT STATION REHABILITATION
ENGINEERING FEE PROPOSAL - FINAL 6-2-20

WBS2	Project Deliverable	Hours	Labor Fee	Other Direct Cost	Sub-Consultant Hours	Sub-Consultant Labor Fee	Sub-Consultant Direct Cost	Total Fee
C	Preliminary Design	1,013	\$ 147,765	\$ 21,300	\$ 458	\$ 73,023	\$ 3,000	\$ 245,088
D	Final Design	1,970	\$ 243,548	\$ 750	\$ 2,002	\$ 285,443	\$ 2,500	\$ 532,241
E	Bidding	118	\$ 16,030	\$ 230			\$ -	\$ 16,260
F	Construction Admin	1,206	\$ 163,655	\$ 2,500	\$ 364	\$ 61,671	\$ 2,000	\$ 229,826
G	Resident Project Rep	1,800	\$ 158,976	\$ 3,730			\$ -	\$ 162,706
H	Post Construction	176	\$ 20,557	\$ -	\$ 69	\$ 8,037	\$ -	\$ 28,594
Totals		6,283	\$ 750,532	\$ 28,510	\$ 2,893	\$ 428,174	\$ 7,500	\$ 1,214,716

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2020 – 088

By: Mayor Perciak and All Members of Council

A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS FOR THE FURNISHING OF SOLID WASTE, RECYCLABLE MATERIALS AND YARD WASTE COLLECTION SERVICES; FOR OPERATION AND MAINTENANCE OF THE CITY'S TRANSFER STATION; AND FOR THE RECEIPT, TRANSPORT AND DISPOSAL OF SOLID WASTE IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

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

Section 1. That the Mayor be and is hereby authorized to advertise for bids for the furnishing of solid waste, recyclable materials and yard waste collection services; for operation and maintenance of the City's transfer station; and for the receipt, transport and disposal of solid waste in the City of Strongsville, in accordance with specifications on file in the office of the Director of Public Service, which are in all respects hereby approved.

Section 2. That the funds for the purpose of this Resolution will be paid from the General Fund and Sanitary Sewer Fund.

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

Section 4. That this Resolution 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 authorize the bidding process in order to continue the operation, maintenance and management of the City's Transfer Station, and collection and disposal of solid waste, yard waste and recyclable materials. Therefore, provided this Resolution receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

President of Council

Approved: _____
Mayor

Date Passed: _____ Date Approved: _____

CITY OF STRONGSVILLE, OHIO
RESOLUTION NO. 2020 – 088
Page 2

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

Attest: _____
Clerk of Council

RES
ORD. No. 2020-088 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2020 – 089

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A NON-EXCLUSIVE RENTAL/OCCUPANCY AGREEMENT WITH THE GREATER CLEVELAND SENIORS SOFTBALL ON A LIMITED BASIS FOR 2020, FOR THE USE OF VARIOUS BASEBALL FIELDS IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Strongsville provides various City parks that offer baseball fields and facilities for the enjoyment and benefit of residents and guests; and

WHEREAS, the Greater Cleveland Seniors Softball (GCSS), is an organization that offers a softball program for senior men in the area; and further which views its mission to provide softball players ages 55 and up the enjoyment of competitive softball; and

WHEREAS, GCSS again desires to occupy and use the City baseball fields to stage and conduct a softball league from June 16, 2020 through October 15, 2020, on a limited and non-exclusive basis; and

WHEREAS, the City welcomes this effort to continue to provide the seniors in the area a safe and rewarding softball experience; and

WHEREAS, the parties, therefore, now desire to enter into a limited non-exclusive Rental/Occupancy Agreement for 2020 to be authorized in accordance with Strongsville Codified Ordinance 264.02.

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

Section 1. That this Council finds and determines that the baseball field facilities owned by the City of Strongsville at various locations throughout the City, are not needed entirely for municipal public use; and authorizes and directs the Mayor to enter into a non-exclusive Rental/Occupancy Agreement with the Greater Cleveland Seniors Softball for 2020, and upon the other terms and conditions set forth in the Rental/Occupancy Agreement, attached hereto and designated Exhibit 1, which is approved in all respects.

Section 2. That to the extent any funds will be required for the implementation of this Ordinance, such will be paid from the Multi-Purpose Complex Fund.

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

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2020 – 089
PAGE 2

Section 4. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and in order to provide for the use of City lands by an organization, for recreational purposes for the benefit of the community, and to conserve City 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.

 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. 2020-089 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

RENTAL/OCCUPANCY AGREEMENT

THIS RENTAL/OCCUPANCY AGREEMENT is made effective the ____ day of _____, 2020, by and between **THE CITY OF STRONGSVILLE, OHIO**, a municipal corporation organized and existing pursuant to law and located at 16099 Foltz Parkway, Strongsville, Ohio 44149 (hereinafter "City") and **GREATER CLEVELAND SENIORS SOFTBALL**, and located at 18230 River Valley Blvd., North Royalton, Ohio 44133 (hereinafter called "GCSS" or "Tenant").

WITNESSETH:

WHEREAS, the Greater Cleveland Seniors Softball, is an organization that offers a softball program for senior men in the area; and further which views its mission to provide for the enjoyment of senior softball players ages 55 and up through competitive softball; and

WHEREAS, GCSS again desires to occupy and use the City baseball fields to stage and conduct a softball league from June 16, 2020 through October 15, 2020, on a limited and non-exclusive basis; and

WHEREAS, the City welcomes this effort to continue to provide the seniors in the area a safe and rewarding softball experience.

NOW, THEREFORE, the parties, in consideration of the above, and the following agreements, covenants and representations, agree that:

1. DESCRIPTION AND RENTAL OF PREMISES

The City hereby rents to Tenant for limited occupancy, and Tenant hereby rents from City, certain premises set forth and listed in Exhibit A, which is made a part hereof, situated in the City of Strongsville, County of Cuyahoga, and State of Ohio and commonly known as the "City of Strongsville Fields" (hereinafter the "Premises").

2. TERM

2.1 Term

The term of this Rental/Occupancy shall commence June 16, 2020 and end at midnight October 15, 2020.

2.2 Termination

Tenant hereby acknowledges that the City may, at any time, and without cause, terminate this Agreement upon fourteen (14) days written notice. The City will make every good faith effort to apprise Tenant of its intentions at the earliest possible date, but reserves the right to terminate this Agreement within its sole discretion.

3. RENT

3.1 Basic Rent

Tenant agrees to pay to the City as rental for the term of this Rental/Occupancy, an amount to be determined by the Director of Recreation, payable to the City of Strongsville, based on the following costs and fees:

- (a) Field Fee – Thirty Dollars (\$30.00) per field, per day, for each field used by Tenant during the term of Tenant's occupancy.
- (b) Field Drying Agent – Fifteen Dollars (\$15.00) for each bag of drying agent used during the term of Tenant's occupancy.

3.2 The City shall send a bill to Tenant after the term of this Agreement has expired setting forth the total amount owed for said rental, based on the fees provided herein.

3.3 Method of Payment

The Rent payment shall be made payable to the City of Strongsville within fourteen (14) days of the date of billing, and shall be sent to the City of Strongsville, 18100 Royalton Road, Strongsville, Ohio 44136, Attention: Recreation Department, unless the City shall direct otherwise by notice to Tenant.

4. POSSESSION

Tenant may enter into possession and occupancy of the Premises on the commencement date of the Term.

5. CONDITION OF PREMISES, REPAIRS, ALTERATIONS AND MAINTENANCE

5.1 Condition of Premises at Commencement of Term

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

5.2 Repairs and Maintenance

(a) The City shall have sole responsibility, but within its sole discretion, to repair and maintain the Premises, including but not limited to lining and reasonable maintenance of the baseball game field, plus all driveways, sidewalks, parking areas or other paved areas servicing the Premises. City shall also, at its sole expense, keep all walks, driveways, sidewalks, parking areas or other paved areas servicing the Premises free of excessive snow, ice, water, rubbish and dirt and other natural or artificial accumulations.

(b) City shall perform such repairs and maintenance thereon as may be reasonably necessary within its sole discretion to maintain such areas in a clean, safe, serviceable and sound condition, and to comply with the laws, ordinances and regulations of all authorities which have jurisdiction over the Premises.

5.3 Condition of Premises at Termination of Agreement

Upon the expiration or other termination of this Agreement, Tenant shall remove its goods and effects and those of all persons claiming under it from the Premises, and shall deliver and yield the Premises to the City in as good repair and condition as the Premises were at the commencement of the term of this Agreement, reasonable wear and tear excepted.

6. UTILITIES

The City shall pay all charges for the use of sewers, water, light, fuel or other utilities relating to the Premises, if any, except that Tenant shall be responsible to pay for the illumination of any baseball field, as set forth in Section 3.1(d) of this Agreement.

7. INSURANCE AND INDEMNIFICATION

7.1 Public Liability Insurance

Tenant shall obtain, at its expense, effective as of the commencement of its right to occupy the Premises, and will maintain so long as Tenant continues to occupy or rent any part of the Premises, complete comprehensive, general liability insurance, under which the City will be named as an additional insured, the policy or policies to be in such form and issued by such company or companies as are satisfactory to the City, in the sum of One Million Dollars

(\$1,000,000.00) in the event of injury to one person or damage to property and Two Million Dollars (\$2,000,000.00) in the event of injuries to more than one person or damage to property arising out of each occurrence for which a claim for damages may result. Said policy or policies, or a copy or copies thereof, or a certificate or certificates thereof, will be deposited with the City together with evidence of payment of the premiums thereon, within thirty (30) days after their issuance.

7.2 Indemnification

Tenant will defend, indemnify, and hold harmless the City, its agents, employees and individual board and Council members from any and all claims, liabilities, demands, costs, expenses, damage or loss to persons (including loss of life) or property which may arise from the use of the Premises or from the conduct or management of or from anything done in or about the Premises by or on behalf of Tenant or any employee, agent, invitee, or licensee of Tenant, together with all costs, expenses and attorneys' fees incurred by the City in connection with any such claim, demand, or legal proceeding arising therefrom and brought against the City. The foregoing will also include, but not be limited to, any such damage or loss caused by Tenant itself or its officers, agents, representatives, guests or invitees.

8. USE

8.1 General

(a) Tenant's times and schedule of specific use shall be on a non-exclusive basis and specifically designated by the City through its Director of Recreation & Senior Services; provided, however, that scheduling of games shall be afforded to the Tenant in order to attempt to accommodate the Tenant's needs over any other potential users or occupiers. The foregoing is subject, however, to City Recreation Department programs which will always take precedence with regard to scheduling; and also to the fact that the City's Recreation Department reserves the right to alter, modify, supplement, amend and revise schedules, rules and regulations within its sole discretion.

(b) Tenant shall occupy and use the Premises for recreational purposes only and for no other purpose, and in a careful, safe and proper manner, and shall not commit or suffer any waste therein. Tenant shall not occupy or use the Premises for any unlawful purpose, in violation of any lawful covenant or condition of record restricting the use of the Premises, or in any way that would increase or cause foreseeable harm or injury to others. In its occupation and use of the Premises, Tenant shall comply with all laws, ordinances, rules, regulations, requirements and orders of all governmental authorities having jurisdiction over the Premises.

(c) If any such authority notifies the City of a violation of any such law, ordinance or regulations, the City shall notify Tenant thereof, and Tenant shall have ten (10) days following such notice to correct such violations. Failure by Tenant so to act within such ten (10) day period shall constitute a default for the purpose of this Agreement.

(d) All excise taxes, license fees and charges for permits which may arise from the use or operation of the Premises or the conduct of any business thereon shall be payable by Tenant, and Tenant shall save the City harmless from all liability therefor.

8.2 Alterations and Improvements

(a) Tenant shall not be permitted under any circumstances to make alterations or improvements to the Premises.

(b) The City may make such alterations and additions affecting the Premises as it might desire, provided that the same shall not materially impair Tenant's use of the Premises consistent with this Agreement.

9. DEFAULT

9.1 Events Constituting Default

For the purpose of this Agreement, "default" shall mean any of the following events: (a) abandonment of the Premises by Tenant, or (b) failure by Tenant to pay any installment of rent or other money or obligations within ten (10) days after the City shall have given Tenant written notice that such rent or other obligation is past due, or (c) failure by Tenant to perform or observe any other covenant or agreement under this Agreement, which failure shall continue uncured for a period of thirty (30) days after delivery to Tenant of written notice thereof, or (d) Tenant's permitting the Premises to be vacant or unoccupied for more than thirty (30) consecutive days.

9.2 Effect of Default

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

9.3 Waiver or Default

No waiver of any condition or covenant of this Agreement by the City or Tenant shall be construed as constituting a waiver of any subsequent breach of any such condition or covenant, or as justification or authorization for the breach or any other covenant or condition of this Agreement; nor shall the acceptance of rent by the City at a time when Tenant is in default under any covenant or condition of this Agreement be construed as a waiver of such default or any of the City's rights, including, but not limited to, the right to terminate this Agreement on account of such default or as an estoppel against the City, or be construed as an amendment to this Agreement or as a waiver by the City of any other right created herein or by law in favor of the City and against Tenant on account of such default.

10. MECHANICS' LIENS

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

expenses thereof, including, but not limited to, attorneys' fees (to the extent permitted by law), bond premiums and court costs.

11. QUIET ENJOYMENT

Upon Tenant's paying the rent, and performing and observing the agreements and conditions on its part to be performed and observed, Tenant shall and may peaceably and quietly have, hold, and enjoy the Premises during the term of this Rental/Occupancy Agreement on a non-exclusive basis and subject to the City's scheduling of its use, but otherwise without interference by the City or anyone claiming by, through or under the City. However, the City shall not be liable for any damage or interference with use occasioned by or from (a) any gas, water or other pipes bursting or leaking, or (b) water, snow or ice on the Premises.

12. RIGHT OF ENTRY

The City, its agents and employees shall have the right, at all reasonable times during the term of this Rental/Occupancy, to enter the Premises to view and inspect the same and to perform any work therein which may be required or permitted of the City hereunder; provided, however, that the City, its agents and employees shall in exercising such right not unreasonably interfere with Tenant's use of the Premises. The City also shall have the right to use or arrange for use of the Premises by others when it is not in use by Tenant.

13. ASSIGNMENT, SUBLEASE AND CHANGE OF ORGANIZATION

13.1 Assignment and Sublease

Tenant shall not assign this Rental/Occupancy or any of its benefits or burdens under this Agreement, or sublet all or any part of the Premises, or permit all or any part of the Premises to be used or occupied by others unless Tenant first obtains the City's prior written consent, which the City may, in its discretion, withhold for any reason or none at all.

13.2 Change of Organization of Tenant

Tenant shall not terminate its existence, change its form of organization or permit the change of identity of its principal officers or the transfer of all, or substantially all of its assets without first having obtained the City's written consent. The City shall not unreasonably withhold such consent, and shall be deemed to consent to any change in officer status or otherwise resulting from the death or long-term disability of any officer or trustee of Tenant.

14. NOTICES

All notices to the City
shall be sent to:

The City of Strongsville
18100 Royalton Road
Strongsville, Ohio 44136
Attention: Bryan V. Bogre, Director
of Recreation & Senior Services
(With a copy to the Law Director)

All notices to the Tenant
shall be sent to:

Greater Cleveland Seniors Softball
c/o Wayne Repko
18230 River Valley Blvd.
North Royalton, Ohio 44133

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

15. PARTIES BOUND AND BENEFITED

This Agreement shall bind and benefit the parties hereto, their successors and permitted assigns. The words "City" and "Tenant" in this Agreement shall be construed to include the corporations and/or entities named herein as City and Tenant, respectively, and their respective successors and permitted assigns. This Section shall not be construed to abridge, modify or remove the prohibitions or restrictions on assignment, subleasing, permission to occupy or similar acts contained elsewhere in this Agreement.

16. RELATIONSHIP OF THE PARTIES

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

17. ONLY AGREEMENT

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

18. CAPTIONS

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

19. GOVERNING LAW

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

20. COUNTERPARTS

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

IN WITNESS WHEREOF, the City and Tenant have caused this Rental/Occupancy Agreement to be executed by their duly authorized officers on the dates written below.

Witnesses:

CITY OF STRONGSVILLE

By: _____

Thomas P. Perciak

Its: Mayor

Date: _____

Approved for form:

By: _____

Law Director

Nancy M. Sikorski

**GREATER CLEVELAND SENIORS
SOFTBALL**

By: Wayne Repko
Wayne Repko
Its: BOARD MEMBER
Date: JUNE 9, 2020

STATE OF OHIO)
) ss
COUNTY OF CUYAHOGA)

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Strongsville, Ohio, this ____ day of _____, 2020.

Notary Public

STATE OF OHIO)
) ss
COUNTY OF Cuyahoga)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named **GREATER CLEVELAND SENIORS SOFTBALL**, by Wayne Repko, its Board Member, who acknowledged that he did sign the foregoing instrument and that the same is his free and voluntary act and deed, and the free and voluntary act and deed of said organization.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Strongsville, Ohio, this 9th day of June, 2020.

Nancy M. Sikorski

Notary Public



EXHIBIT A

City of Strongsville Fields

VOLUNTEER PARK – 21410 Lunn Road

1. Farnsworth Field
2. Cappy Field

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2020 – 090

By: Mayor Perciak and All Members of Council

AN ORDINANCE RATIFYING AND AUTHORIZING THE MAYOR TO APPLY FOR AND ACCEPT FUNDING FROM THE OHIO PARKS & RECREATION ASSOCIATION FOUNDATION IN ORDER TO PROVIDE MATERIALS FOR CERTAIN RECREATION DEPARTMENT PROGRAMS; AND DECLARING AN EMERGENCY.

WHEREAS, the Ohio Parks and Recreation Association is a non-profit, public interest organization representing professionals and citizen board members striving to provide quality park and recreational facilities and opportunities for all Ohioans while protecting and preserving Ohio's natural resources; and

WHEREAS, the Ohio Parks and Recreation Association Foundation is making available certain funds to municipalities in order to further recreational activities for communities; and

WHEREAS, the continued prevalence of the Coronavirus disease, known as COVID-19, has restricted many activities previously offered to members and guests of the Walter F. Ehrnfelt Recreation & Senior Center; and

WHEREAS, during this time of pandemic, the Department of Recreation & Senior Services has sought new and innovative programs to offer members, such as virtual sports challenges; and

WHEREAS, in order to meet the deadline for submission of applications to receive funding from the Ohio Parks and Recreation Association Foundation, the City of Strongsville Department of Recreation has applied for financial assistance in connection with various virtual sports challenges in order to assist parents and children during this difficult time; and

WHEREAS, the City has been advised that its application for such grant funding has been approved in the amount of \$500.00; and

WHEREAS, the Council and City Administration are desirous of accepting such funds from the Ohio Parks and Recreation Association Foundation in order to assist the City with such virtual sports challenges.

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 ratifies, confirms and approves the submission of an application for financial assistance to the Ohio Parks & Recreation Association Foundation.

Section 2. That the Mayor be and is hereby authorized and directed to accept funds in the amount of \$500.00 from the Ohio Parks & Recreation Association Foundation in order that the City of Strongsville Department of Recreation can continue to provide virtual sports challenges, and to further provide, execute and deliver such other information as may be required in connection therewith.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2020 – 090

Section 3. That the Mayor, the Director of Finance, Director of Recreation & Senior Services and/or their designees be and are hereby authorized to do all things necessary to perform the terms and conditions required by the grant, in accordance with their respective responsibilities thereunder.

Section 4. That the funds required to meet the City's obligation, if any, under this Grant will be appropriated and paid from the Multi-Purpose Complex Fund, and into which any grant funds received by the City will be placed.

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

Section 6. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to ratify and authorize the submission of such application for funding, and accept the funds awarded thereunder in order to provide various virtual programs through the City's Department of Recreation, 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. 2020-090 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2020 – 091

By: Mayor Perciak and All Members of Council

AN ORDINANCE RATIFYING AND APPROVING THE FILING OF AN APPLICATION FOR FINANCIAL ASSISTANCE WITH THE OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES, 9-1-1 PROGRAM OFFICE, AND THE OHIO DEPARTMENT OF COMMERCE, FOR REIMBURSEMENT OF FUNDS TO BE EXPENDED BY THE CITY OF STRONGSVILLE FOR THE SOUTHWEST EMERGENCY DISPATCH CENTER; AUTHORIZING ACCEPTANCE OF FUNDS, AND DECLARING AN EMERGENCY.

WHEREAS, the State of Ohio has been allotted Federal grant funds from the 9-1-1 Federal Grant Program funded by the U.S. Department of Transportation, National Highway Traffic Safety Administration, and the U.S. Department of Commerce, National Telecommunications and Information Administration; and

WHEREAS, this funding will be used to award sub-grants to local agencies for the purpose of reimbursing up to sixty percent (60%) of the costs of eligible projects related to the implementation of NG9-1-1 services; and

WHEREAS, the Ohio Department of Administrative Services, 9-1-1 Program Office, has partnered with the Ohio Department of Commerce, Division of State Fire Marshal to administer this grant; and

WHEREAS, the City of Strongsville Southwest Emergency Dispatch Center ("Dispatch Center") utilizes the Motorola Emergency CallWorks NG9-1-1 system, using twelve (12) 9-1-1 workstations; and

WHEREAS, therefore, in order to efficiently answer all emergency 9-1-1 calls, it is critical that the Dispatch Center purchase and install another four (4) workstations; and

WHEREAS, the grant award will fund sixty percent (60%) of the estimated total cost to purchase and install the four workstations, which is estimated to be \$12,041.82, on a reimbursement basis, with a forty percent (40%) local match required, estimated to be \$4,816.73; and

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

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

Section 1. That this Council hereby ratifies and approves the filing of an application with the Ohio Department of Administrative Services, 9-1-1 Program Office and the Ohio Department of Commerce, through the Cuyahoga County 9-1-1 Coordinator, for reimbursement of costs to be expended by the City of Strongsville in connection with the purchase of four (4) Motorola Emergency CallWorks NG9-1-1 workstations for the Southwest Emergency Dispatch Center.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2020 – 091

Page 2

Section 2. That this Council hereby authorizes the acceptance of award of funding under such Grant program, and hereby authorizes the Mayor, Director of Finance, and other appropriate officers of the City to provide, execute and deliver certifications, assurances and such other information as may be required in connection therewith.

Section 3. That any advance of funds under this Ordinance and/or the City's share will be made from the General Fund, subject to reimbursement under the Grant.

Section 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 ratify and approve the filing of the application in order to meet the filing deadline and be eligible for receipt of funding, 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. 2020-091 Amended: _____

1st Rdg. _____ Ref: _____

2nd Rdg. _____ Ref: _____

3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____

Adopted: _____ Defeated: _____

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2020 – 092

By: Mayor Perciak and All Members of Council

AN ORDINANCE RATIFYING AND APPROVING THE FILING OF AN APPLICATION FOR FINANCIAL ASSISTANCE WITH THE OFFICE OF CRIMINAL JUSTICE SERVICES, DIVISION OF THE OHIO DEPARTMENT OF PUBLIC SAFETY, FOR REIMBURSEMENT OF FUNDS EXPENDED BY THE CITY OF STRONGSVILLE IN CONNECTION WITH THE STRONGSVILLE CORONAVIRUS MITIGATION PROGRAM; AUTHORIZING ACCEPTANCE OF FUNDS, AND DECLARING AN EMERGENCY.

WHEREAS, the Ohio Office of Criminal Justice Services (“OCJS”) is a division of the Ohio Department of Public Safety, and is the lead justice planning assistance office for the State, administering millions of dollars in State and Federal criminal justice funding every year; and

WHEREAS, Governor Mike DeWine has designated OCJS as the State administering agency for the Coronavirus Emergency Supplemental Funding Program; and

WHEREAS, during the coronavirus emergency, the City of Strongsville has experienced significant challenges due to our unique location, demographics and function as a regional leader within a network of northeast Ohio criminal justice providers; and

WHEREAS, in order to provide for the prevention, preparation and response to the coronavirus emergency, the City of Strongsville has instituted the Strongsville Coronavirus Mitigation Program and prioritized a number of projects throughout the City administration, offices, and the City of Strongsville Southwest Emergency Dispatch Center; and

WHEREAS, the grant award will fund one hundred percent (100%) of the estimated costs of \$77,833,64, on a reimbursement basis, with no local match required; and

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

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

Section 1. That this Council hereby ratifies and approves the filing of an application with the Ohio Office of Criminal Justice Services, Division of the Ohio Department of Public Safety, for reimbursement of costs expended by the City of Strongsville in connection with the Strongsville Coronavirus Mitigation Program.

Section 2. That this Council hereby authorizes the acceptance of award of funding under such Grant program, and hereby authorizes the Mayor, Director of Finance, and other appropriate officers of the City to provide, execute and deliver certifications, assurances and such other information as may be required in connection therewith.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2020 – 092
Page 2

Section 3. That any advance of funds under this Ordinance has been appropriated and will be made from the General Fund, subject to reimbursement under the Grant.

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

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 ratify and approve the filing of the application in order to meet the filing deadline and be eligible for receipt of funding, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

_____ Approved: _____
 President of Council Mayor

Date Passed: _____ Date Approved: _____

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

Attest: _____
 Clerk of Council

ORD. No. 2020-092 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2020 – 093

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A RELEASE AND VACATION OF AN EASEMENT AND ACCEPT A NEW GRANT OF EASEMENT FOR THE CONSTRUCTION, RECONSTRUCTION, MAINTENANCE, OPERATION AND REPAIR OF A STORM SEWER DRAINAGE SYSTEM IN CONNECTION WITH PROPERTY LOCATED AT 14356 CASTLEREAGH LANE (SUBLOT 46, PERMANENT PARCEL NO. 398-17-041), IN THE AVERY WALDEN RESERVE SUBDIVISION, PHASE 2, AND DECLARING AN EMERGENCY.

WHEREAS, Eric A. Amanfoh, Trustee, or his successors in trust, under the Eric A. Amanfoh Living Trust, dated February 12, 2015, and Lauren Brooke Amanfoh, Trustee, or her successors in trust, under the Lauren Brooke Amanfoh Living Trust, dated November 17, 2014, are the owners in fee simple of certain real estate located at 14356 Castlereagh Lane (Sublot 46, Permanent Parcel No. 398-17-041) in Avery Walden Reserve Subdivision, Phase 2 in the City of Strongsville, Ohio herein by reference (the "Property"); and

WHEREAS, by and through Ordinance No. 2006-71, Council authorized the recording of the plat and acceptance of a Grant of Easement for the construction, reconstruction, maintenance, operation and repair of a storm sewer drainage system and appurtenances on the Property, which Grant of Easement is on file as part of the plat with the Cuyahoga County Recorder, and further identified on Exhibits A and B of Exhibit 1, attached hereto and incorporated herein by reference, and which easement is proposed to be released, extinguished and vacated (hereinafter the "existing easement"); and

WHEREAS, Eric A. Amanfoh, Trustee and Lauren Brooke Amanfoh, Trustee, the owners of said Property, have agreed to grant a new easement to the City of Strongsville for the purpose of constructing, reconstructing, maintaining, operating and repairing a storm sewer drainage system and appurtenances on said Property (hereinafter the "new easement"), as more fully described in Exhibits A and B of Exhibit 2, attached hereto and incorporated herein by reference; and

WHEREAS, the existing easement is no longer needed by the City of Strongsville and is proposed to be released, vacated and extinguished; and

WHEREAS, Eric A. Amanfoh, Trustee and Lauren Brooke Amanfoh, Trustee are proposing to construct a new storm sewer drainage system and appurtenances on Sublot 46, Permanent Parcel No. 398-17-041 to be dedicated to public use as an easement; and

WHEREAS, the said property owners wish to grant and the City wishes to accept the new easement.

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2020 – 093

Page 2

Section 1. That this Council finds and determines that the existing easement described in Exhibits A and B attached to Exhibit 1 and currently granted to the City of Strongsville, is no longer needed for municipal purposes.

Section 2. That accordingly, the Mayor be and is hereby authorized and directed to enter into a Release and Vacation of Easement Agreement in the form attached hereto as Exhibit 1, in connection with the existing easement.

Section 3. That the Council hereby authorizes the Mayor to accept a new Grant of Easement for Storm Sewer Drainage System Purposes from Eric A. Amanfoh, Trustee and Laureen Brooke Amanfoh, Trustee, in the form attached as Exhibit 2 for the purposes of constructing, reconstructing, maintaining, operating and repairing a storm sewer drainage system on property identified in Exhibits A and B attached to said Exhibit 2.

Section 4. That the Clerk of Council and/or City Engineer be and are hereby authorized and directed to cause such Release and Vacation of Easement Agreement and Grant of Easement for Storm Sewer Drainage System Purposes to be filed with the Cuyahoga County Fiscal Office after their respective execution, along with any applicable Mortgagee's Release and Consent document.

Section 5. That the funds for the purposes of recording said documents have been appropriated and shall be paid from the General 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.

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 and for the further reason that the disposition of the aforesaid lands is necessary to promptly dispose of an easement no longer needed for municipal public purposes; to accept the new grant of easement which is needed by the City for storm sewer and drainage system purposes in connection with the Avery Walden Reserve Subdivision, Phase 2; 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: _____

Third Reading: _____

Approved: _____

Public Hearing: _____

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2020 – 093

Page 3

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. 2020-093 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

RELEASE AND VACATION OF EASEMENT AGREEMENT

This Release executed on the ____ day of _____, 2020, by **CITY OF STRONGSVILLE**, 16099 Foltz Parkway, Strongsville, Ohio 44149 (hereinafter referred to as "City") in favor of **ERIC A. AMANFOH, TRUSTEE, or his successors in trust, under the ERIC A. AMANFOH LIVING TRUST, dated February 12, 2015, and LAUREN BROOKE AMANFOH, TRUSTEE, or her successors in trust, under the LAUREN BROOKE AMANFOH LIVING TRUST, dated November 17, 2014**, husband and wife, located at 14356 Castlereagh Lane, Strongsville, Ohio 44149 (hereinafter collectively referred to as "Amanfohs").

RECITALS

WHEREAS, Amanfohs, are the owners in fee simple of real estate located at 14356 Castlereagh Lane (Sublot 46, Permanent Parcel No. 398-17-041) in Avery Walden Reserve Subdivision, Phase 2 in the City of Strongsville, Ohio (the "Property"); and

WHEREAS, by and through Ordinance No. 2006-71, Council authorized the recording of the plat and acceptance of a Grant of Easement for the construction, reconstruction, maintenance, operation and repair of a storm sewer drainage system and appurtenances on the Property, which Grant of Easement is on file with the Cuyahoga County Fiscal Office and further identified on Exhibits A and B, and which easement is proposed to be released, extinguished and vacated (hereinafter the "existing easement"); and

WHEREAS, Amanfohs, the owners of said Property, have agreed to grant a new easement to the City of Strongsville for the purpose of constructing, reconstructing, maintaining, operating and repairing a storm sewer system and appurtenances on said Property (hereinafter the "new easement");

NOW, THEREFORE, the parties agree as follows:

1. That Amanfohs have requested that the City release, extinguish and vacate the existing easement;
2. That the Council of the City has found and determined that the existing easement is no longer needed for municipal purposes, the release, extinguishment and vacation of such existing easement will not be detrimental to the general interest, and there is good cause to vacate and extinguish the existing easement;
3. That Amanfohs shall grant to the City and the City shall accept a new easement by and through a separate document;
4. That the City shall cause this Release of Easement and the grant of the new easement to be filed with the Cuyahoga County Fiscal Office after all appropriate City approvals have been obtained; and

5. That upon recordation with the Cuyahoga County Fiscal Office of this Release of Easement, Amanfohs shall be solely responsible and/or liable in regard to the maintenance and use of the storm drainage system located in the existing easement.

IN WITNESS WHEREOF, the parties have executed this Release of Easement on the day and year first above written.

Signed in the presence of:

ERIC A. AMANFOH, Trustee, under the Eric A. Amanfoh Living Trust, dated February 12, 2015

By: _____
Eric A. Amanfoh

LAUREN BROOKE AMANFOH, Trustee, under the Lauren Brooke Amanfoh Living Trust, dated November 17, 2014

By: _____
Lauren Brooke Amanfoh

CITY OF STRONGSVILLE

By: _____
Thomas P. Perciak, Mayor

STATE OF OHIO)
) ss.
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named **ERIC A. AMANFOH and LAUREN BROOKE AMANFOH**, who acknowledge that they did sign the foregoing instrument and that the same is their free and voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____, Ohio, this ____ day of _____, 2020.

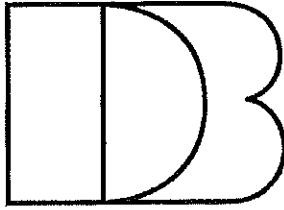
Notary Public

STATE OF OHIO)
) ss.
COUNTY OF CUYAHOGA)

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____, Ohio, this ____ day of _____, 2020.

Notary Public



**Donald Bohning
& Associates**

7979 Hub Parkway
Valley View, Ohio 44125

T 216.642.1130

F 216.642.1132

Avery Walden Reserve Subdivision Phase 2- Sublot 46
Public Drainage Easement – Relinquishment
DGB 1995-46

May, 2020

Legal Description

Situated in the City of Strongsville, County of Cuyahoga, and State of Ohio, and known as being part of Sublot 46 in the Avery Walden Reserve Subdivision Phase 2 of part of Original Strongsville Township Lot 14, as shown by the plat recorded in Volume 348, Pages 7-9 of Cuyahoga County Map Records, and bounded and described as follows:

Beginning in the southeasterly corner of said Sublot 46;

Thence North 2 degrees 27 minutes 22 seconds West along the easterly line of said Sublot 46, 112.19 feet to a point, and the principal place of beginning of the easement herein described;

Thence South 87 degrees 32 minutes 38 seconds West, 90.00 feet to a point;

Thence North 2 degrees 27 minutes 22 seconds West, 5.37 feet to a point;

Thence South 87 degrees 32 minutes 38 seconds West, 10.00 feet to a point at its intersection with the westerly line of said Sublot 46;

Thence North 2 degrees 27 minutes 22 seconds West along the westerly line of said Sublot 46, 14.63 feet to a point;

Thence North 87 degrees 32 minutes 38 seconds East, 100.00 feet to a point at its intersection with the easterly line of said Sublot 46;

Thence South 2 degrees 27 minutes 22 seconds East along the easterly line of said Sublot 46, 20.00 feet to the principal place of beginning, as described by Donald G. Bohning & Associates, Inc. in May, 2020.

The courses used in this description are referenced to an assumed meridian and are used to indicate angles only.

m:\adcadd\p\1995-46\documents\legal descriptions\sublot 46 - drainage easement-relinquishment-may 2020.doc

FOREST PARK SUBDIVISION NO. 2
VOLUME 210, PAGE 51 & 52, C.C.M.R.

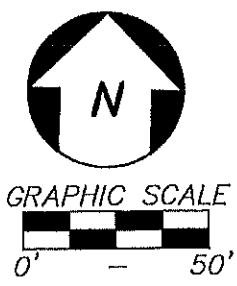
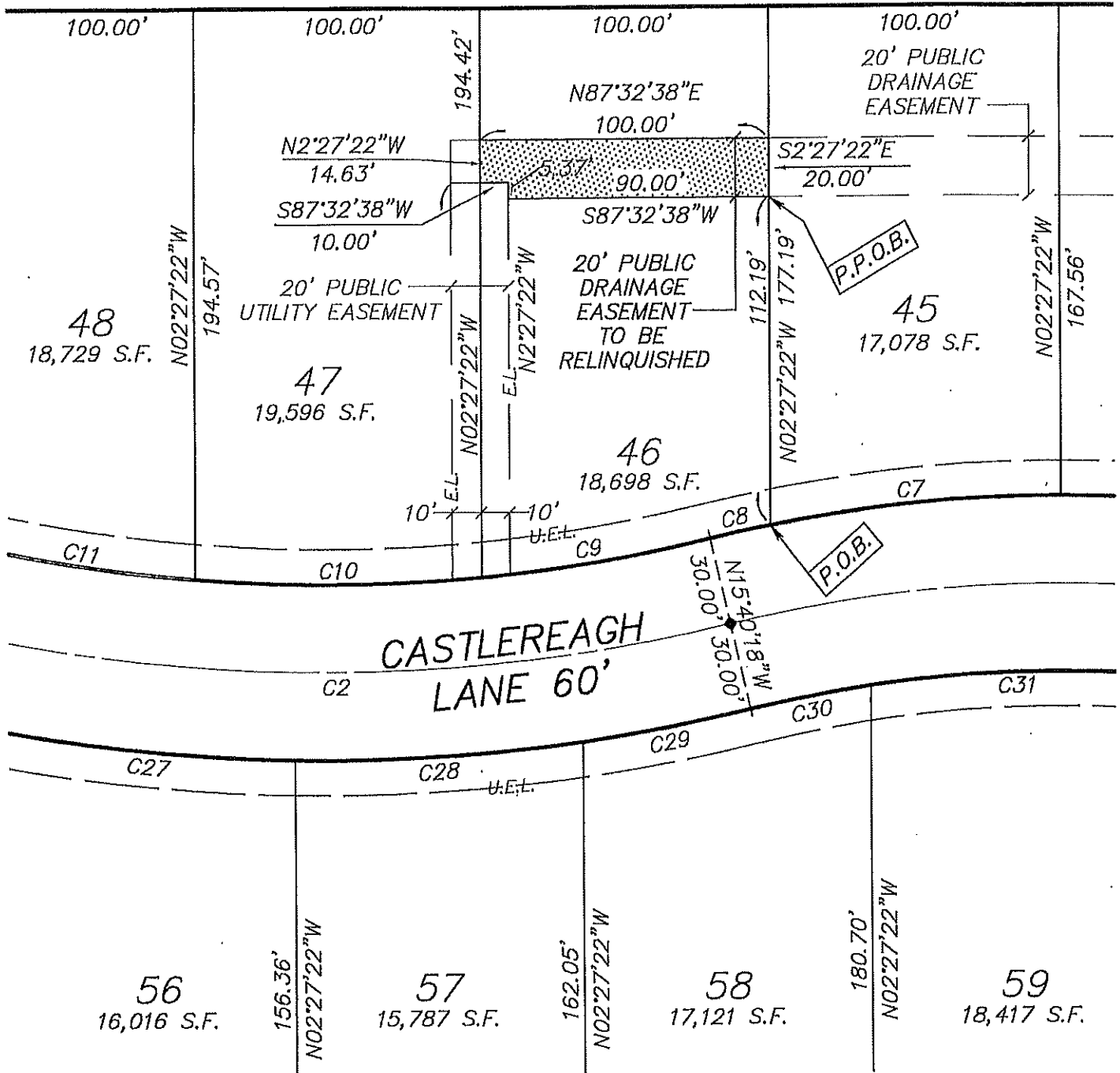


EXHIBIT
TO ACCOMPANY LEGAL DESCRIPTION
FOR RELINQUISHMENT OF PUBLIC DRAINAGE
EASEMENT – SUBLOT 46

AVERY WALDEN RESERVE
SUBDIVISION PHASE 2
STRONGSVILLE, CUYAHOGA COUNTY, OHIO

**GRANT OF EASEMENT
FOR
STORM SEWER DRAINAGE SYSTEM PURPOSES**

This Easement Grant is made between **ERIC A. AMANFOH, TRUSTEE**, or his successors in trust, under the **ERIC A. AMANFOH LIVING TRUST**, dated February 12, 2015, and **LAUREN BROOKE AMANFOH, TRUSTEE**, or her successors in trust, under the **LAUREN BROOKE AMANFOH LIVING TRUST**, dated November 17, 2014, husband and wife, located at 14356 Castlereagh Lane, Strongsville, Ohio 44149 (hereinafter referred to as the "Grantors") and the **CITY OF STRONGSVILLE**, located at 16099 Foltz Parkway, Strongsville, Ohio 44149, an Ohio municipal corporation (hereinafter referred to as the "Grantee").

WHEREAS, the Grantors are the owners in fee simple of certain real estate located at 14356 Castlereagh Lane (Sublot 46, Permanent Parcel No. 398-17-041) in Avery Walden Reserve Subdivision, Phase 2 in the City of Strongsville, Ohio (the "Property"); and

WHEREAS, the Grantors wish to grant and the Grantee wishes to accept an easement as more fully described and reflected in Exhibits A and B attached hereto and incorporated herein by reference (the "Premises") for the purposes of constructing, reconstructing, maintaining, operating and repairing a storm sewer drainage system and appurtenances in, under, over, and across the Premises (the "Storm Sewer Drainage System");

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other valuable consideration the receipt of which is hereby acknowledged, the following grants, agreements, and covenants are made:

The Grantors hereby give, grant, bargain and convey to the Grantee, its successors and assigns a perpetual easement and right to enter upon the Premises described in Exhibits A and B attached hereto and incorporated herein as if fully rewritten and to remove and/or replace trees where necessary for the purposes of constructing, reconstructing, maintaining, altering, operating and repairing a Storm Sewer Drainage System. Any and all of the aforesaid purposes and work in furtherance thereof may be undertaken and accomplished by the Grantee in any manner or means that, in the opinion of the proper local authorities of the City of Strongsville, their successors or assigns, may be reasonably necessary or advisable in the judgment of such local authorities, their successors or assigns, in order to maintain or operate the Storm Sewer Drainage System in accordance with the ordinances, rules, regulations, policies and practices for the management and protection of the municipal storm sewer system of the City of Strongsville, now in force or that may hereafter be adopted or implemented.

The Grantors and Grantee, in consideration of the acceptance of the easement by the City of Strongsville above-mentioned, do further hereby agree that Grantors shall initially construct and install said Storm Sewer Drainage System in accordance with any applicable plans and specifications to be approved by the City Engineer and in accordance with the provisions, rules, regulations and requirements of the City of Strongsville; and further agree that Grantor shall pay the entire cost of said construction and installation of said Storm Sewer Drainage System. Said Storm Sewer Drainage System shall become the property of the City of Strongsville, its successors or assigns upon completion and approval by the City of Strongsville, its successors or assigns.

The Grantors hereby restrict the Premises within the limits of the above-described Easement against the construction thereon of any temporary or permanent structures.

The Grantors agree to keep the Premises free of materials, equipment, vehicles, trees, shrubbery, and any other obstructions which would interfere with Grantee's access to or maintenance of the Storm Sewer Drainage System. The Grantors further agree to make no alterations to the Premises which would increase or reduce the depth of the Storm Sewer Drainage System.

If the Grantors desire to alter the Premises in any way other than is expressly permitted herein, it must obtain the prior written approval of the Grantee. Upon receipt of such approval, the Grantors shall, at their own expense, relocate or reconstruct all or any portions of the Storm Sewer Drainage System which are affected by such alteration and, where necessary, grant a new easement of not less than the width of this Easement under the same terms and conditions as herein provided. The relocated or reconstructed Storm Sewer Drainage System shall, upon completion and approval by the Grantee, become the property of the City of Strongsville.

If the Grantors violate any of the provisions of this Easement, the Grantee, its employees, agents and contractors, at the expense of the Grantors, may enter upon the Premises and make such alterations as are necessary to bring the Premises into compliance with the provisions of this Easement.

The Grantors hereby reserve the right to use the Premises for such use as is not expressly prohibited by or inconsistent with the terms of this Easement.

The Grantors covenant with the Grantee that they are well-seized of the Premises as a good and indefeasible estate in fee simple and have the right to grant and convey the Premises in the manner and form above written. The Grantors further covenant that they will warrant and defend the Premises with the appurtenances thereunto belonging to the City of Strongsville against all lawful claims and demands whatsoever for the purposes described herein.

This Easement shall inure to the benefit of any person, firm or corporation who the City of Strongsville, its successors and assigns, shall authorize to undertake the performance of work within the purpose of this Easement.

The parties hereto agree that this Grant of Easement embodies the complete understanding of the parties concerning this subject matter, and that no changes in this Agreement shall be made unless such changes are in writing, approved and subscribed by the parties hereto.

This Agreement shall run with the Property and shall be binding upon and inure to the benefit of the parties, their respective heirs, legal representatives, successors and assigns.

TO HAVE AND TO HOLD the above granted Easement for the purposes above mentioned, unto the City of Strongsville, forever.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 2020.

Signed in the presence of:

"GRANTORS"
ERIC A. AMANFOH, Trustee, under the Eric A.. Amanfoh Living Trust, dated February 12, 2015

By: _____
Eric A. Amanfoh

LAUREN BROOKE AMANFOH, Trustee, under the Lauren Brooke Amanfoh Living Trust, dated November 17, 2014

By: _____
Lauren Brooke Amanfoh

"GRANTEE"
CITY OF STRONGSVILLE

By: _____
Thomas P. Perciak, Mayor

STATE OF OHIO)
) ss.
COUNTY OF CUYAHOGA)

Before me, a Notary Public in and for said County and State, personally appeared the above-named **ERIC A. AMANFOH and LAUREN BROOKE AMANFOH**, who acknowledge that they did sign the foregoing instrument and that the same is their free and voluntary act and deed.

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal at _____, Ohio, this ___ day of _____, 2020.

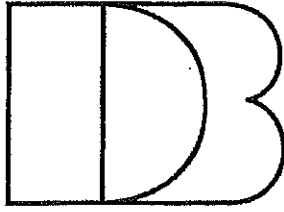
Notary Public

STATE OF OHIO)
) ss.
COUNTY OF CUYAHOGA)

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

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal at _____, Ohio, this ____ day of _____, 2020.

Notary Public



**Donald Bohning
& Associates**
7979 Hub Parkway
Valley View, Ohio 44125
T 216.642.1130
F 216.642.1132

Avery Walden Reserve Subdivision Phase 2- Sublot 46
Public Drainage Easement
DGB 1995-46

May, 2020

Legal Description

Situated in the City of Strongsville, County of Cuyahoga, and State of Ohio, and known as being part of Sublot 46 in the Avery Walden Reserve Subdivision Phase 2 of part of Original Strongsville Township Lot 14, as shown by the plat recorded in Volume 348, Pages 7-9 of Cuyahoga County Map Records, and bounded and described as follows:

Beginning in the southeasterly corner of said Sublot 46;

Thence North 2 degrees 27 minutes 22 seconds West along the easterly line of said Sublot 46, 112.19 feet to a point, and the principal place of beginning of the easement herein described;

Thence South 87 degrees 32 minutes 38 seconds West, 15.00 feet to a point;

Thence North 2 degrees 27 minutes 22 seconds West, 30.00 feet to a point;

Thence South 87 degrees 32 minutes 38 seconds West, 70.00 feet to a point;

Thence South 2 degrees 27 minutes 22 seconds East, 40.00 feet to a point;

Thence South 87 degrees 32 minutes 38 seconds West, 5.00 feet to a point;

Thence North 2 degrees 27 minutes 22 seconds West, 15.37 feet to a point;

Thence South 87 degrees 32 minutes 38 seconds West, 10.00 feet to a point at its intersection with the westerly line of said Sublot 46;

Thence North 2 degrees 27 minutes 22 seconds West along the westerly line of said Sublot 46, 39.63 feet to a point;

Thence North 87 degrees 32 minutes 38 seconds East, 100.00 feet to a point at its intersection with the easterly line of said Sublot 46;

Thence South 2 degrees 27 minutes 22 seconds East along the easterly line of said Sublot 46, 45.00 feet to the principal place of beginning, as described by Donald G. Bohning & Associates, Inc. in May, 2020.

The courses used in this description are referenced to an assumed meridian and are used to indicate angles only.

m:\adcaid\p\1995-46\documents\legal descriptions\sublot 46 - drainage easement--may 2020.doc

FOREST PARK SUBDIVISION NO. 2
 VOLUME 210, PAGE 51 & 52, C.C.M.R.
 PROPOSED 15' PUBLIC
 DRAINAGE EASEMENT

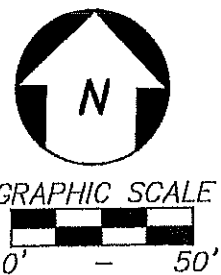
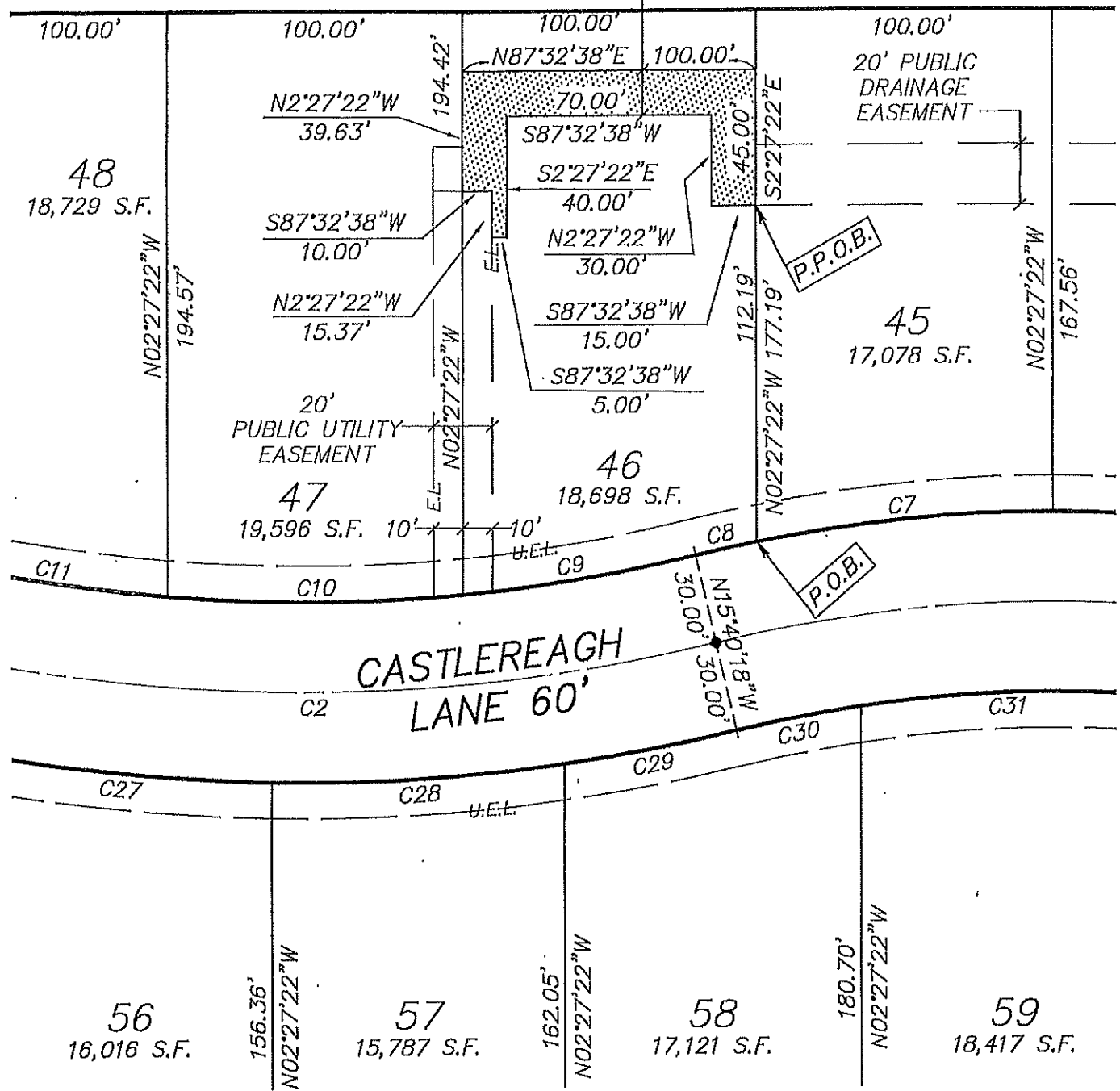


EXHIBIT
TO ACCOMPANY LEGAL DESCRIPTION
FOR PUBLIC DRAINAGE
EASEMENT - SUBLOT 46

AVERY WALDEN RESERVE
 SUBDIVISION PHASE 2
 STRONGSVILLE, CUYAHOGA COUNTY, OHIO