



# City of Strongsville

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

## 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

July 1, 2020

### MEETING NOTICE

City Council has scheduled the following meetings for ***Monday, July 6, 2020***, to be held in the Caucus Room and the Council Chamber at the ***Mike Kalinich Sr. City Council Chamber, 18688 Royalton Road***:

***Caucus will begin at 7:30 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. 2020-065, 2020-066, 2020-093, 2020-094, 2020-095 and 2020-096.

**Finance Committee** will meet to discuss Ordinance No. 2020-097.

**Public Service & Conservation Committee** will meet to discuss Ordinance Nos. 2020-098, 2020-099 and Resolution No. 2020-100.

**Public Safety & Health Committee** will meet to discuss Resolution No. 2020-034.

**Committee of the Whole** will meet to discuss Resolution No. 2020-101.

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

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

**BY ORDER OF THE COUNCIL:**

Aimee Pientka, MMC  
Clerk of Council





## STRONGSVILLE CITY COUNCIL REGULAR MEETING



MONDAY, JULY 6, 2020 AT 8:00 P.M.

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

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### AGENDA

1. CALL TO ORDER:
2. PLEDGE OF ALLEGIANCE:
3. CERTIFICATION OF POSTING:
4. ROLL CALL:
5. COMMENTS ON MINUTES:
  - *Council Meeting – June 15, 2020.*
6. APPOINTMENTS, CONFIRMATIONS, AWARDS AND RECOGNITION:
  - *Recognition of Strongsville resident, Brady Snakovsky, for his generous donation of one bullet and stab protective vest for use by Tito, a City of Strongsville Police Department K-9 Officer*
7. PUBLIC HEARING:
  - Ordinance No. 2020-065 by Mayor Perciak and All Members of Council. AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE LOCATED AT 21600 ROYALTON ROAD, IN THE CITY OF STRONGSVILLE FROM GI (GENERAL INDUSTRIAL) CLASSIFICATION TO SR-1 (SENIOR RESIDENCE) CLASSIFICATION (PPN 392-14-003), AND DECLARING AN EMERGENCY. *First reading and referred to Planning Commission 04/20/20. Favorable recommendation by the Planning Commission 04/30/20. Second reading 05/18/20. Public Hearing 07/06/20.*
  - Ordinance No. 2020-066 by Mayor Perciak and All Members of Council. AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE LOCATED AT ROYALTON ROAD AND WEBSTER ROAD, IN THE CITY OF STRONGSVILLE FROM PF (PUBLIC FACILITIES) CLASSIFICATION TO R1-75 (ONE FAMILY 75) CLASSIFICATION (PART OF PPN 398-28-007); AND FROM PF (PUBLIC FACILITIES) CLASSIFICATION TO LB (LOCAL BUSINESS) CLASSIFICATION (PART OF PPN 398-28-009), AND DECLARING AN EMERGENCY. *First reading and referred to Planning Commission 04/20/20. Favorable recommendation by the Planning Commission 04/30/20. Second reading 05/18/20. Public Hearing 07/06/20.*
8. 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:

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

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

10. AUDIENCE PARTICIPATION:

11. ORDINANCES AND RESOLUTIONS:

- Resolution No. 2020-034 by Mayor Perciak and All Members of Council. A RESOLUTION ACCEPTING THE DONATION OF ONE (1) BULLET AND STAB PROTECTIVE VEST FOR USE BY TITO, A CITY OF STRONGSVILLE POLICE DEPARTMENT K-9 OFFICER. *First reading 03/02/20.*
- Ordinance No. 2020-065 by Mayor Perciak and All Members of Council. AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE LOCATED AT 21600 ROYALTON ROAD, IN THE CITY OF STRONGSVILLE FROM GI (GENERAL INDUSTRIAL) CLASSIFICATION TO SR-1 (SENIOR RESIDENCE) CLASSIFICATION (PPN 392-14-003), AND DECLARING AN EMERGENCY. *First reading and referred to Planning Commission 04/20/20. Favorable recommendation by the Planning Commission 04/30/20. Second reading 05/18/20. Public Hearing 07/06/20.*
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- 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. *First reading and referred to the Planning Commission 06/15/20. Favorable recommendation by the Planning Commission 06/25/20.*
- Ordinance No. 2020-094 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE WILLOW LANE SANITARY SEWER PROJECT IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Ordinance No. 2020-095 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A COMMUNITY COST-SHARE AGREEMENT BETWEEN THE NORTHEAST OHIO REGIONAL SEWER DISTRICT AND THE CITY OF STRONGSVILLE, IN ORDER FOR THE DISTRICT TO PROVIDE REIMBURSEMENT OF FUNDS TO THE CITY IN CONNECTION WITH THE ROYALTON ROAD CULVERT-CUY-82-2.57 PROJECT, AND DECLARING AN EMERGENCY.
- Ordinance No. 2020-096 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ISSUE AND APPROVE CHANGE ORDER NO. 3 FOR AN INCREASE IN THE CONTRACT PRICE IN ACCORDANCE WITH THE PROVISIONS OF THE CONTRACT BETWEEN THE CITY OF STRONGSVILLE AND PERRAM ELECTRIC, INC., IN CONNECTION WITH THE STRONGSVILLE TRAFFIC SIGNAL UPGRADE PROJECT, AND DECLARING AN EMERGENCY.
- Ordinance No. 2020-097 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 2020-085.
- Ordinance No. 2020-098 by Mayor Perciak and All Members of Council. AN ORDINANCE REQUESTING PARTICIPATION IN AN OHIO DEPARTMENT OF TRANSPORTATION CONTRACT FOR THE PURCHASE OF ONE (1) WESTERN STAR 4700SB FRONT AXLE CAB AND CHASSIS UNIT, WITH APPURTENANCES, FOR USE BY THE SERVICE DEPARTMENT OF THE CITY; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO DO ALL THINGS NECESSARY TO ENTER INTO AN AGREEMENT IN CONNECTION THEREWITH; AND DECLARING AN EMERGENCY.

- Ordinance No. 2020-099 by Mayor Perciak and All Members of Council. AN ORDINANCE REQUESTING PARTICIPATION IN OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES CONTRACTS FOR THE PURCHASE OF ONE (1) 2110 COMBINATION SEWER CLEANER (VACTOR), WITH RELATED APPURTENANCES, FOR USE BY THE SERVICE DEPARTMENT OF THE CITY; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO DO ALL THINGS NECESSARY TO ENTER INTO AN AGREEMENT IN CONNECTION THEREWITH; AND DECLARING AN EMERGENCY.
- Resolution No. 2020-100 by Mayor Perciak and All Members of Council. A RESOLUTION GRANTING PERMISSION TO REPURCHASE CERTAIN CERTIFICATES FOR BURIAL RIGHTS IN THE STRONGSVILLE MUNICIPAL CEMETERY.
- Resolution No. 2020-101 by Mayor Perciak and All Members of Council. A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE A REQUEST FOR PROPOSALS FOR A MUNICIPAL INSURANCE PROGRAM COMMENCING DECEMBER 1, 2020.

12. COMMUNICATIONS, PETITIONS AND CLAIMS:

13. MISCELLANEOUS BUSINESS:

- *Council approval of delegate list for Annual Meeting of Southwest General Health District.*

14. ADJOURNMENT:

**CITY OF STRONGSVILLE, OHIO**

**RESOLUTION NO. 2020 – 034**

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

**A RESOLUTION ACCEPTING THE DONATION OF ONE (1) BULLET AND STAB PROTECTIVE VEST FOR USE BY TITO, A CITY OF STRONGSVILLE POLICE DEPARTMENT K-9 OFFICER.**

WHEREAS, the City of Strongsville Police Department's K-9 unit program began in 1995. Some of the K-9's duties include narcotic detection, tracking wanted or lost people, article searches, building searches and criminal apprehension. In addition, the K-9 officers/handlers occasionally do lectures and demonstrations for many groups such as civic organizations and school functions; and

WHEREAS, Tito, the Strongsville Police Department's newest K-9 officer, is in need of a bullet and stab protective vest; and

WHEREAS, Brady Snakovsky, a 4<sup>th</sup> grade student, who is a Strongsville resident, believes all K-9 officers should have protection like their handlers, and therefore, he founded a non-profit organization, Brady's K9 Fund, which donates ballistic and stab proof vests for K-9s; and

WHEREAS, such non-profit organization, Brady's K9 Fund, is donating a vest to the Strongsville Police Department in order to provide Tito with the most updated protective equipment to help ensure safety when performing his K-9 duties; and

WHEREAS, such protective vest has a donation value of \$1,500.00, and the City is desirous of accepting such donation from Brady's K9 Fund.

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

**Section 1.** That this Council hereby graciously accepts from and expresses its appreciation and thanks to Brady Snakovsky and Brady's K9 Fund, a non-profit organization, for the donation of one (1) bullet and stab protective vest for use by the Strongsville Police Department's newest K-9 officer, Tito.

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

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

CITY OF STRONGSVILLE, OHIO  
RESOLUTION NO. 2020 - 034  
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. 2020-034 Amended: \_\_\_\_\_  
1st Rdg. 03-02-20 Ref: \_\_\_\_\_  
2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2020 – 065

By: Mayor Perciak and All Members of Council

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

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

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

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

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

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

First reading:

April 20, 2020

Referred to Planning Commission

Second reading:

May 10, 2020

April 21, 2020



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

*Favorable recommendation  
by the Planning Commission*  
Approved: April 30, 2020.

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

Public Hearing: July 6, 2020

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

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

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

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

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

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

ORD. No. 2020-065 Amended: \_\_\_\_\_  
1st Rdg. 04-20-20 Ref: PC/P2E  
2nd Rdg. 05-18-20 Ref: P2E  
3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

Pub Hrg. 07-06-20 Ref: \_\_\_\_\_  
Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_



**LEGAL DESCRIPTION**

**Premises to be rezoned**

**PPN 392-14-003**

**21600 Royalton Road**

**Strongsville, Ohio 44149**

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

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

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

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

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

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

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



EXHIBIT TO ACCOMPANY LEGAL  
DESCRIPTION OF PREMISES  
TO BE REZONED

PPN 392-14-003

21600 ROYALTON ROAD  
STRONGSVILLE, OH 44149

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

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



*Christopher J. Dempsey*  
CHRISTOPHER J. DEMPSEY  
PROFESSIONAL SURVEYOR NO. 6914  
DATE OF SURVEY: APRIL 7, 2020



DEMPSEY / SURVEYING / COMPANY  
P 216/226-1130 12815 DETROIT AVENUE  
F 216/226-1131 CLEVELAND, OH 44107-2835

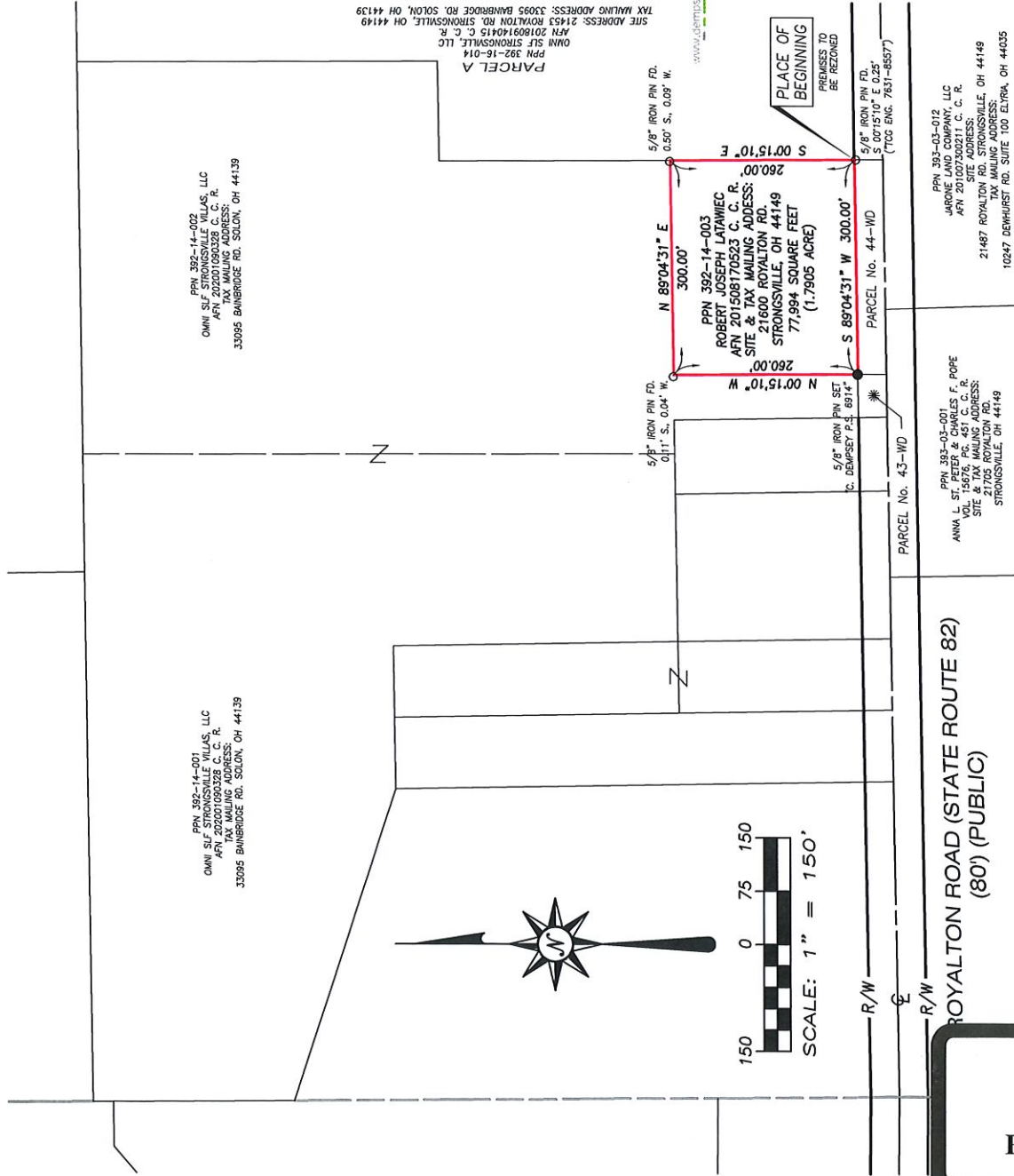
NOTE

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

PARCEL No. 43-WD PARCEL No. 44-WD  
CITY OF STRONGSVILLE CITY OF STRONGSVILLE  
AFN 200310071632 C. C. R. AFN 200407191145 C. C. R.  
TAX MAILING ADDRESS: TAX MAILING ADDRESS:  
16099 FOLTZ PARKWAY 16099 FOLTZ PARKWAY  
STRONGSVILLE, OHIO 44149 STRONGSVILLE, OHIO 44149

FILE No. 9436  
© 2020 DEMPSEY SURVEYING CO.

LOT CONSOLIDATION PLAT  
VOL. 385, PG. 20 C. M. R.  
TAX MAILING ADDRESS: 33095 BANBRIDGE RD. SOLON, OH 44139  
SITE ADDRESS: 21453 ROYALTON RD. STRONGSVILLE, OH 44149  
AFN 2018914015 C. C. R.  
OWN: SJF STRONGSVILLE, LLC  
PPN 392-16-014



PPN 392-14-002  
OWN: SJF STRONGSVILLE VILAS, LLC  
AFN 2020109228 C. C. R.  
TAX MAILING ADDRESS:  
33095 BANBRIDGE RD. SOLON, OH 44139

PPN 392-14-001  
OWN: SJF STRONGSVILLE VILAS, LLC  
AFN 2020109228 C. C. R.  
TAX MAILING ADDRESS:  
33095 BANBRIDGE RD. SOLON, OH 44139

PPN 392-14-003  
ROBERT JOSEPH LATAMIEC  
AFN 201508170523 C. C. R.  
SITE & TAX MAILING ADDRESS:  
21600 ROYALTON RD.  
STRONGSVILLE, OH 44149  
77,994 SQUARE FEET  
(1.7905 ACRE)

PPN 393-03-012  
JARONE LAND COMPANY, LLC  
AFN 201007300211 C. C. R.  
SITE ADDRESS: STRONGSVILLE, OH 44149  
TAX MAILING ADDRESS:  
21487 ROYALTON RD. SUITE 100 ELYRA, OH 44035

PPN 393-03-001  
ANNA L. STEPHENS F. POPE  
VOL. 1657, PG. 451 C. C. R.  
SITE & TAX MAILING ADDRESS:  
21705 ROYALTON RD.  
STRONGSVILLE, OH 44149



ROYALTON ROAD (STATE ROUTE 82)  
(80') (PUBLIC)

EXHIBIT B

**PETITION FOR ZONING CHANGE**

Ordinance Number: 2020-065

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

I/We, the undersigned owner(s) of the property set above our names on the Property Description Form attached to this document, hereby petition your Honorable Body that said property be changed from a class G1 use to a class SR1 use.

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

INDUSTRIAL G-1 TO SENIOR RESIDENCE SR-1

WILL CONFORM TO THE SENIOR RESIDENCE TO THE EAST AND NORTH

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

FRONTAGE ON ROYALTON RD. FOR THE VITALIA SENIOR COMMUNITY.

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

- 1. VITALIA STRONGSVILLE SITE PLAN
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

THE PROPOSED USE OF THE PROPERTY IS: ATTACHED ONE STORY

CLUSTER HOMES AND MULTIPURPOSE COMMUNITY BUILDING

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

Name: GARY BIALES

Address: 33095 BAINBRIDGE RD., SOLON, OHIO 44139

Telephone Number: 216-299-4551

Signature of Owner(s) (AGENT)

State of Ohio )  
County of Cuyahoga )

Sworn to and subscribed in my presence this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

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

**PROPERTY DESCRIPTION FORM**

Ordinance Number: 2020-065

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

Address of Property: 21600 Royalton Dr

Permanent Parcel No.: 39214003

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

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

Acreage: 2.07 Acres

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

Said deed restrictions (will) (have) expire(d) on: \_\_\_\_\_

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

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

Robert Lataweic  
Signature of Owner(s)

State of Ohio )  
County of Cuyahoga )

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

**NOT REQUIRED PER LAW**

**DEPARTMENT**

Notary Public

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

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



**EXHIBIT A**  
**Property Description**

Issuing Office File No.: 20-OH-5988

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

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

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

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

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

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

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

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

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

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

**Page 9 of 9**

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CUYAHOGA COUNTY,  
MyPlace

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City Strongsville

Search By  Owner

Parcel

Address

39214003 | LATAWIEC, ROBERT



[View Map](#)

### PROPERTY DATA

General Information

Transfers

Values

Land

Building Information

Building Sketch

Other Improvements

Permits

Property Summary Report

392-14-003

LATAWIEC, ROBERT JOSPEH

21600 ROYALTON DR

STRONGSVILLE, OH. 44149

### Land Record

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

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

### Site Factors

1. OUTSIDE INFL
2. TRAFFIC 95%

### TAXES

Tax Bill

[View/Pay Tax Bill](#)

### LEGAL RECORDINGS

[Get a Document List](#)

[View Map](#)



Search

City

Entire County

Search By

Owner

Parcel

Address

Search



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

Go To Full Map

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



**PURCHASE AGREEMENT**

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

**1. PURCHASE AND SALE.**

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

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

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

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

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

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

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

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

Payable as follows:

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

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

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

RSZ

4. **TITLE.**

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

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

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

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

ATL

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

7. **INSPECTION.**

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

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

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

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

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

A3L

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

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

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

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

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

14. **DAMAGE.**

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

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

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

ASL

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

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

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

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

[The remainder of this page is left intentionally blank]

**Addendum**

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18. **NOTICES AND DISCLOSURES**

**#1 Ohio Fair Housing Law:** It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code and the Federal fair Housing Law, 42 U.S.C.A. 3601, to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex familial status, ancestry, handicap, or national origin; or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.


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

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

[Signature Page Follows]

RSL

"BUYER"



Printed Name: Mario Sinicariello

Printed Name: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_

Address: 33095 Bainbridge Rd  
Solon OH 44139

Date: 2/10/2020

"SELLER"



Printed Name: Robert S. LATAWIEC

Printed Name: \_\_\_\_\_

Telephone: (216) 299-1652

Address: 21600 Royalton Rd  
Strongsville OH 44149

Date: 2-5-2020



Royalton



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

**MEMORANDUM**

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**TO:** Ken Mikula, City Engineer

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

**DATE:** April 2, 2020

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

---

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

Thank you.

TAM  
Attachments

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

# City of Strongsville

## *Memorandum*

**To:** Neal Jamison, Law Director

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

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

**Date:** April 8, 2020

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

---

Neal,

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

Please feel free to contact me with any questions.

Thank you.

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

**MEMORANDUM**

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**TO:** Planning Commission  
**FROM:** Tiffany Mekeel, Assistant Clerk of Council  
**DATE:** April 21, 2020  
**SUBJECT:** Referral from Council: Ordinance Nos. 2020-065 and 2020-066

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Please be advised that at its regular meeting of April 20, 2020, City Council referred the following Ordinances to the Planning Commission for its report and recommendation thereon:

- **Ordinance No. 2020-065** by Mayor Perciak and All Members of Council. AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE LOCATED AT 21600 ROYALTON ROAD, IN THE CITY OF STRONGSVILLE FROM GI (GENERAL INDUSTRIAL) CLASSIFICATION TO SR-1 (SENIOR RESIDENCE) CLASSIFICATION (PPN 392-14-003), AND DECLARING AN EMERGENCY.
  
- **Ordinance No. 2020-066** by Mayor Perciak and All Members of Council. AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE LOCATED AT ROYALTON ROAD AND WEBSTER ROAD, IN THE CITY OF STRONGSVILLE FROM PF (PUBLIC FACILITIES) CLASSIFICATION TO R1-75 (ONE FAMILY 75) CLASSIFICATION (PART OF PPN 398-28-007); AND FROM PF (PUBLIC FACILITIES) CLASSIFICATION TO LB (LOCAL BUSINESS) CLASSIFICATION (PART OF PPN 398-28-009), AND DECLARING AN EMERGENCY.

A copy of the Ordinances are attached for Planning Commission review.

TAM  
Attachment

## MEMORANDUM

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

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

**SUBJECT:** Referrals to Council

**DATE:** May 1, 2020

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Please be advised that at its meeting of April 30, 2020, the Strongsville Planning Commission gave Favorable Recommendation to the following;

**ORDINANCE NO. 2020-065**

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

**ORDINANCE NO. 2020-066**

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

**INFINIUM PARKWAY/ Jerry Gruszewski, Agent**

Subdivision of PPN's 394-05-004 and 394-03-012 located on Infinium Parkway and Commerce Parkway and Prospect Road, zoned General Industrial. *\*BZA Variance granted 4-8-20.*

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2020 – 066

By: Mayor Perciak and All Members of Council

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

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

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

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

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

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

CITY OF STRONGSVILLE, OHIO  
ORDINANCE NO. 2020 - 066  
Page 2

First reading: April 20, 2020  
Second reading: May 18, 2020  
Third reading: \_\_\_\_\_  
Public Hearing: July 16, 2020

Referred to Planning Commission  
April 21, 2020  
Favorable recommendation by PC  
Approved: April 30, 2020

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

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

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

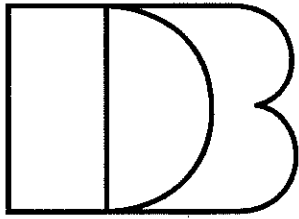
Date Approved: \_\_\_\_\_

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

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

ORD. No. 2020-066 Amended: \_\_\_\_\_  
1st Rdg. 04-20-20 Ref: PC/P2E  
2nd Rdg. 05-18-20 Ref: P2E  
3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

Pub Hrg. 07-06-20 Ref: \_\_\_\_\_  
Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_



**Donald Bohning  
& Associates**

7979 Hub Parkway  
Valley View, Ohio 44125

T 216.642.1130  
F 216.642.1132



**EXHIBIT A**

PF to R1-75  
Zoning  
DGB 4887-3

January, 2020

LEGAL DESCRIPTION

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

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

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

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

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

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

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

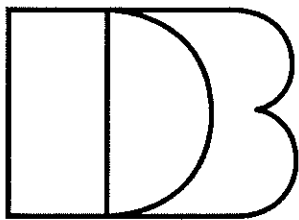
Thence South 0 degrees 06 minutes 20 seconds West along the westerly line of Webster Road, 90.00 feet to the principal place of beginning, and containing 18,000 square feet or 0.4132 acres of land as described by Donald G. Bohning & Associates, Inc. in January, 2020.

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

Michael A. Ackerman  
Registered Surveyor No. 8196

m:\adcadd\p\4887-3\documents\legals\pf to r1-75 zoning\_3-17-2020.docx





**Donald Bohning  
& Associates**

7979 Hub Parkway  
Valley View, Ohio 44125

T 216.642.1130  
F 216.642.1132



**EXHIBIT B**

PF to LB  
Zoning  
DGB 4887-3

January, 2020

LEGAL DESCRIPTION

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

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

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

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

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

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

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

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

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

Michael A. Ackerman

Registered Surveyor No. 8196

*m:\adcadd\p\4887-3\documents\legals\pf to lb zoning\_3-17-2020.docx*





REVISIONS	DATE	BY



ZONING LEGEND	
	CURRENT ZONING TO REMAIN
	CURRENT ZONING RE-ZONED TO R1-75
	CURRENT ZONING RE-ZONED TO LB

**MAP TO ACCOMPANY LEGAL DESCRIPTIONS FOR ZONING REQUEST**

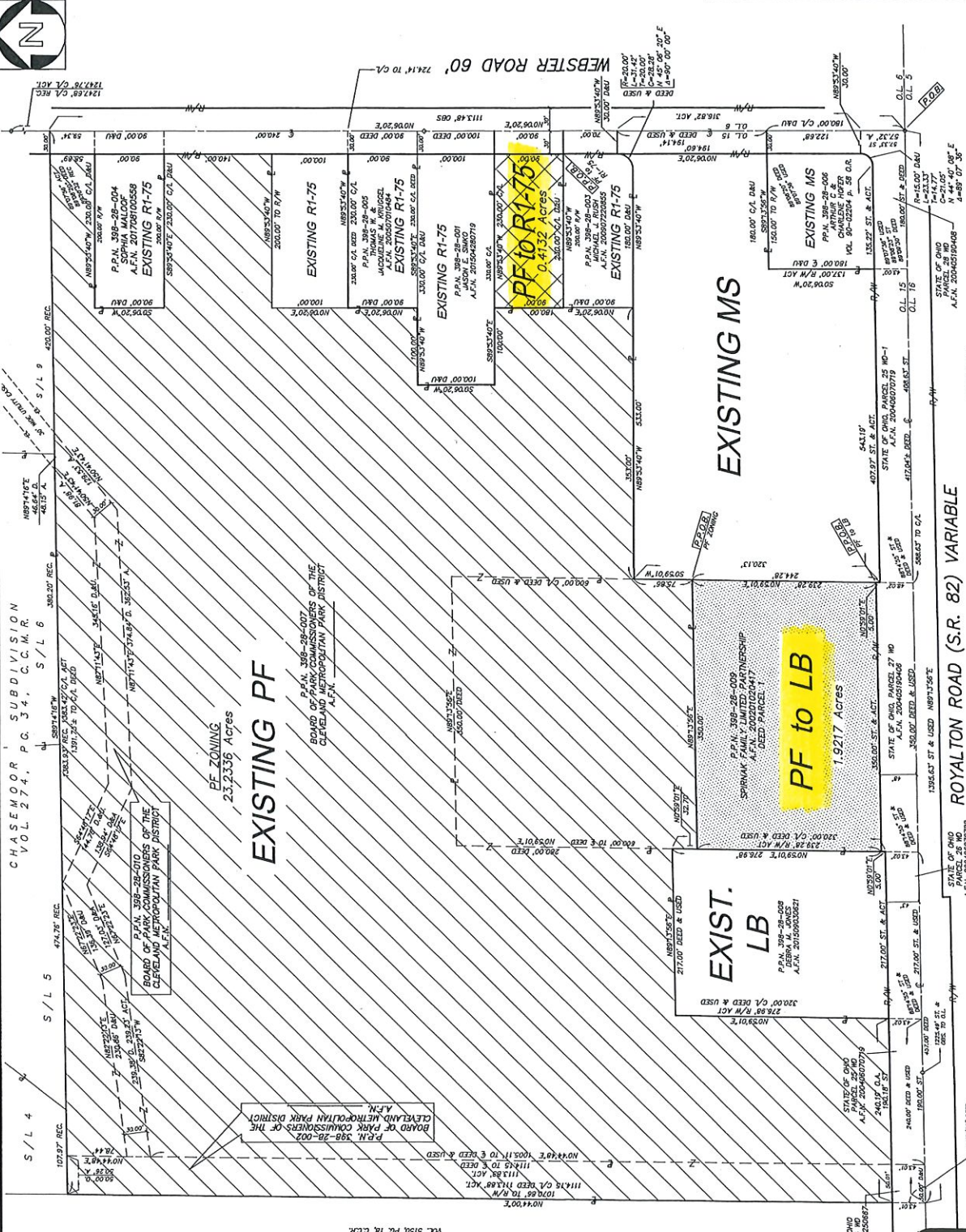
BEING PART OF ORIGINAL STRONGSVILLE ZONING MAP NO. 10001, AS AMENDED, NOW IN THE CITY OF STRONGSVILLE, CUYAHOGA COUNTY, OHIO

DISTANCES ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF, AND BEARINGS ARE REFERENCED TO AN ASSUMED MERIDIAN, AND ALL DISTANCES AND BEARINGS ARE TO BE TAKEN AS SHOWN ON THIS MAP, WHICH IS CORRECT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION AND BELIEF.

*Michael J. O'Brien*  
 MICHAEL J. O'BRIEN  
 LICENSED SURVEYOR NO. 0186  
 8/17/2019

**DONALD G. BISHING & ASSOCIATES, INC.**  
 CIVIL ENGINEERING & SURVEYING  
 10000 WOODBURN RD., SUITE 100  
 CLEVELAND, OHIO 44130  
 PHONE: (216) 452-1333 FAX: (216) 452-1132

DATE: 8/17/2019  
 SHEET: 1 OF 1  
 PROJECT: 4687-3-1S  
 DRAWING: 4687-3-1



**EXISTING MS**

**EXISTING PF**  
 23.2336 Acres

**EXIST. LB**  
 1.9217 Acres

**PF to R1-75**  
 0.4132 Acres

**PF to LB**

**ROYALTON ROAD (S.R. 82) VARIABLE**

**CHASEMOOR SUBDIVISION**  
 VOL 274, PG. 34, C.M.R.  
 S/L 5, S/L 6, S/L 9

**EXISTING LB**  
 P.P.N. 398-28-009  
 SPIRNAK FAMILY LIMITED PARTNERSHIP  
 A.F.N. 20150903021

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

**EXISTING R1-75**  
 P.P.N. 398-28-004  
 SOPHIA MALOD  
 A.F.N. 201708100558

**EXISTING R1-75**  
 P.P.N. 398-28-005  
 JACQUELINE M. KRUGEL  
 A.F.N. 201504280719

**EXISTING R1-75**  
 P.P.N. 398-28-001  
 A.F.N. 201504280719

**EXISTING R1-75**  
 P.P.N. 398-28-002  
 BOARD OF PARK COMMISSIONERS OF THE CLEVELAND METROPOLITAN PARK DISTRICT  
 A.F.N.

**EXISTING R1-75**  
 P.P.N. 398-28-003  
 A.F.N. 20150903021

**EXISTING R1-75**  
 P.P.N. 398-28-008  
 A.F.N. 20150903021

**EXISTING R1-75**  
 P.P.N. 398-28-006  
 A.F.N. 20150903021

**EXISTING R1-75**  
 P.P.N. 398-28-007  
 A.F.N. 20150903021

**EXISTING R1-75**  
 P.P.N. 398-28-008  
 A.F.N. 20150903021

**EXISTING R1-75**  
 P.P.N. 398-28-009  
 A.F.N. 20150903021

**EXISTING R1-75**  
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 A.F.N. 20150903021

**EXISTING R1-75**  
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 A.F.N. 20150903021

**EXISTING R1-75**  
 P.P.N. 398-28-012  
 A.F.N. 20150903021

**EXISTING R1-75**  
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 A.F.N. 20150903021

**EXISTING R1-75**  
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 A.F.N. 20150903021

**EXISTING R1-75**  
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 A.F.N. 20150903021

**EXISTING R1-75**  
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 A.F.N. 20150903021

**EXISTING R1-75**  
 P.P.N. 398-28-017  
 A.F.N. 20150903021

**EXISTING R1-75**  
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 A.F.N. 20150903021

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 A.F.N. 20150903021

**EXISTING R1-75**  
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 A.F.N. 20150903021

**EXISTING R1-75**  
 P.P.N. 398-28-021  
 A.F.N. 20150903021

**EXISTING R1-75**  
 P.P.N. 398-28-022  
 A.F.N. 20150903021

**EXISTING R1-75**  
 P.P.N. 398-28-023  
 A.F.N. 20150903021

**EXISTING R1-75**  
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 A.F.N. 20150903021

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**EXISTING R1-75**  
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**EXISTING R1-75**  
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 A.F.N. 20150903021

**EXISTING R1-75**  
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 A.F.N. 20150903021

**EXISTING R1-75**  
 P.P.N. 398-28-029  
 A.F.N. 20150903021

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 A.F.N. 20150903021

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**EXISTING R1-75**  
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 A.F.N. 20150903021

**EXISTING R1-75**  
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 A.F.N. 20150903021

**EXISTING R1-75**  
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**EXISTING R1-75**  
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 A.F.N. 20150903021

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**EXISTING R1-75**  
 P.P.N. 398-28-099  
 A.F.N. 20150903021

**EXISTING R1-75**  
 P.P.N. 398-28-100  
 A.F.N. 20150903021

**EXHIBIT C**

**PETITION FOR ZONING CHANGE**

Ordinance Number: 2020-066

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

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

Such change is necessary for the preservation and enjoyment of a substantial property right because: Riser Foods, in anticipation of acquisition of this property and eventual preservation by Cleveland Metroparks, rezoned the property from Local Business to Public Facility. Riser Foods backed out of the acquisition and Cleveland Metroparks is under contract with the Owner to preserve 22 acres of adjacent property but this property will be retained for Local Business use.

Such change will not be materially detrimental to the public welfare nor to the property of other persons located in the vicinity because: The property was previously zoned Local Business within the last two years. Moreover, this zoning reclassification is necessary for Cleveland Metroparks to acquire an adjacent 22 acres for permanent preservation as passive parkland.

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

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

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

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

Name: Brittney Shreffler

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

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

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

State of Ohio )  
County of Cuyahoga )

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

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

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

**PROPERTY DESCRIPTION FORM**

Ordinance Number: 2020-066

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

Address of Property: 14010 Royalton Road, Strongsville

Permanent Parcel No.: 398-28-009

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

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

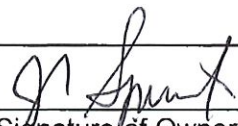
Acreage: Parcel C approximately 1.9 acres

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

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

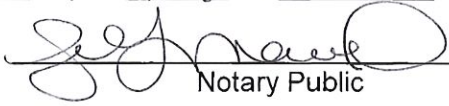
Said property is presently under lease or otherwise encumbered as follows: NA

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

  
 \_\_\_\_\_  
 Signature of Owner(s)  
 Spirnak Family Limited Partnership

State of Ohio            )  
 County of Cuyahoga    )

Sworn to and subscribed to in my presence this 22 day of March, 20 20.

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

My commission expires 3/22/2021

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

**PETITION FOR ZONING CHANGE**

Ordinance Number: 2020-066

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

I/We, the undersigned owner(s) of the property set above our names on the Property Description Form attached to this document, hereby petition your Honorable Body that said property be changed from a class Public Facility use to a class R1-75 use.

Such change is necessary for the preservation and enjoyment of a substantial property right because: Riser Foods, in anticipation of acquisition of this property and eventual preservation by Cleveland Metroparks, rezoned the property from R1-75 to Public Facility. Riser Foods backed out of the acquisition and Cleveland Metroparks is under contract with the Owner to preserve 22 acres of adjacent property but this property will be retained for R1-75 use.

Such change will not be materially detrimental to the public welfare nor to the property of other persons located in the vicinity because: The property was previously zoned R1-75 within the last two years. Moreover, this zoning reclassification is necessary for Cleveland Metroparks to acquire an adjacent 22 acres for permanent preservation as passive parkland.

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

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

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

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

Name: Brittney Shreffler

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

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

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

State of Ohio )  
County of Cuyahoga )

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

[Signature]  
Notary Public

My commission expires: 3/22/2021

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

**PROPERTY DESCRIPTION FORM**

Ordinance Number: 2020-066

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

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

Permanent Parcel No.: 398-28-007

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

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

Acreage: Parcel D approximately 0.4 acres

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

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

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

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

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

State of Ohio            )  
County of Cuyahoga    )

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

[Signature]  
Notary Public

My commission expires 3/22/2021



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

**PETITION FOR ZONING CHANGE**

Ordinance Number: 2020-066

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

I/We, the undersigned owner(s) of the property set above our names on the Property Description Form attached to this document, hereby petition your Honorable Body that said property be changed from a class Public Facility use to a class R1-75 use.

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

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

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

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

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

permanent preservation as passive parkland.

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

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

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

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

Name: Anna Marie Vaughn (fka Davis)

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

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

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

State of Ohio )  
County of Cuyahoga )

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

*Please See Attachment*

Notary Public  
My commission expires: 06/24/2020

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



# Jurat Certificate California only

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

State of California

County of Sacramento

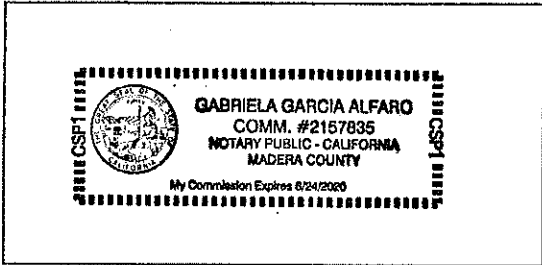
Subscribed and sworn to (or affirmed) before me on this 17<sup>th</sup>

day of March, 2020, by Anna Marie Vaughn

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

Place Seal Here

Signature



## Description of Attached Document

Type or Title of Document

Petition for Zoning Change

Document Date

3/17/2020

Number of Pages

1

Signer(s) Other Than Named Above

None

**PROPERTY DESCRIPTION FORM**

Ordinance Number: 2020-066

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

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

Permanent Parcel No.: 398-28-007

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

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

Acreage: Parcel D approximately 0.4 acres

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

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

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

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

*Anna Marie Vaughn*  
Signature of Owner(s)

Anna Marie Vaughn (fka Davis)

State of Ohio )  
County of Cuyahoga )

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

*Please see Attachment.*

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

My commission expires 6/24/2020

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





# Jurat Certificate California only

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

State of California  
County of Sacramento

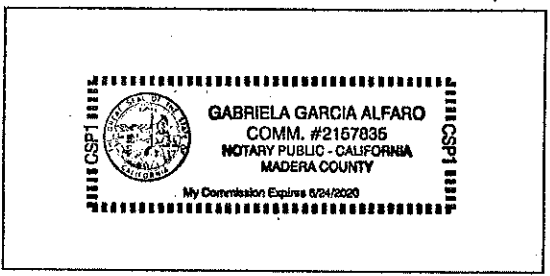
Subscribed and sworn to (or affirmed) before me on this 17<sup>th</sup>

day of March, 2020, by Anna Marie Vaughn.

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

Place Seal Here

Signature [Handwritten Signature]



## Description of Attached Document

Type or Title of Document  
Property Description Form

Document Date 3/17/2020 Number of Pages 1

Signer(s) Other Than Named Above  
none

**PETITION FOR ZONING CHANGE**

Ordinance Number: 2020-066

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

I/We, the undersigned owner(s) of the property set above our names on the Property Description Form attached to this document, hereby petition your Honorable Body that said property be changed from a class Public Facility use to a class R1-75 use.

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

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

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

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

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

permanent preservation as passive parkland.

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

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


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

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

Name: Richard Lee Davis Jr.

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

Telephone Number: 916-941-3946 or email: rich\_davis@att.net

  
Signature of Owner(s) Richard Lee Davis Jr.

State of Ohio            )  
County of Cuyahoga    )

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

SEE ATTACHED FOR NOTARY PUBLIC  
Notary Public

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

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

# JURAT WITH AFFIANT STATEMENT

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

1 \_\_\_\_\_

2 \_\_\_\_\_

3 \_\_\_\_\_

4 \_\_\_\_\_

5 \_\_\_\_\_

6 \_\_\_\_\_

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

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

State of California

County of El Dorado

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

16 day of March, 2020, by

Date                      Month                      Year

(1) Richard Lee Davis Jr,  
Name of Signer

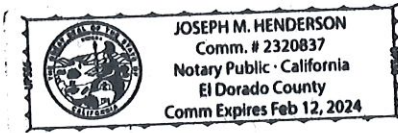
proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (,)

\_\_\_\_\_ (and) \_\_\_\_\_

(2) \_\_\_\_\_,  
Name of Signer

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

Signature Joseph M Henderson  
Signature of Notary Public



Place Notary Seal Above

## OPTIONAL

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

### Further Description of Any Attached Document

Title or Type of Document: Petition for Zoning Change

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

**PETITION FOR ZONING CHANGE**

Ordinance Number: 2020-066

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

I/We, the undersigned owner(s) of the property set above our names on the Property Description Form attached to this document, hereby petition your Honorable Body that said property be changed from a class Public Facility use to a class R1-75 use.

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

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

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

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

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

Name: Richard Lee Davis Jr.

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

Telephone Number: 916-941-3946 or email: rich\_davis@att.net

  
Signature of Owner(s) Richard Lee Davis Jr.

State of Ohio            )  
County of Cuyahoga    )

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

SEE ATTACHED FOR NOTARY PUBLIC

**Notary Public**

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

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**JURAT WITH AFFIANT STATEMENT**

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Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

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State of California

County of El Dorado

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

16 day of March, 2020, by

(1) Richard Lee Davis Jr  
Date Month Year Name of Signer

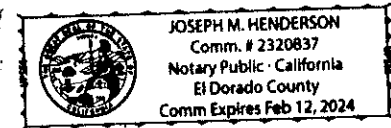
proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (,)

(and)

(2) \_\_\_\_\_  
Name of Signer

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

Signature [Signature]  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

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**Further Description of Any Attached Document**

Title or Type of Document: Petition for Zoning Change

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

**PROPERTY DESCRIPTION FORM**

Ordinance Number: 2020-066

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Acreage: Parcel D approximately 0.4 acres

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

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

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

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



Signature of Owner(s)  
Richard Lee Davis Jr.

State of Ohio            )  
County of Cuyahoga    )

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

SEE ATTACHED FOR NOTARY PUBLIC

Notary Public

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

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6 \_\_\_\_\_

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

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State of California

County of El Dorado

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

16 day of March, 2020, by  
Date Month Year

(1) Richard Lee Davis Jr,  
Name of Signer

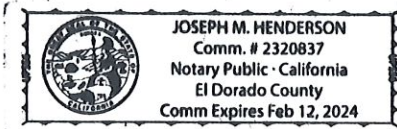
proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (,)

(and \_\_\_\_\_)

(2) \_\_\_\_\_,  
Name of Signer

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

Signature [Signature]  
Signature of Notary Public



Place Notary Seal Above

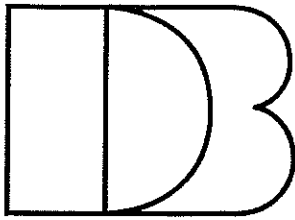
## OPTIONAL

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### Further Description of Any Attached Document

Title or Type of Document: Property Description Form

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



**Donald Bohning  
& Associates**

7979 Hub Parkway  
Valley View, Ohio 44125

T 216.642.1130  
F 216.642.1132

PF to LB  
Zoning  
DGB 4887-3

January, 2020

LEGAL DESCRIPTION

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

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

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

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

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

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

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

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

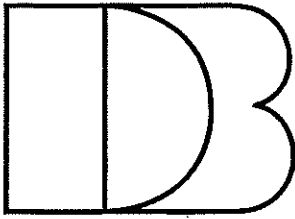
The courses used in this description are referenced to the centerline of Royalton Road as shown on the ODOT Royalton Road Improvement Plans, Project CUY 82-3.66, and are used to indicate angles only.

Michael A. Ackerman  
Registered Surveyor No. 8196

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**Donald Bohning  
& Associates**

7979 Hub Parkway  
Valley View, Ohio 44125

T 216.642.1130  
F 216.642.1132

PF to R1-75  
Zoning  
DGB 4887-3

January, 2020

LEGAL DESCRIPTION

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

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

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

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

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

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

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

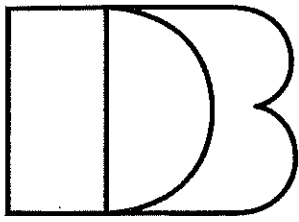
Thence South 0 degrees 06 minutes 20 seconds West along the westerly line of Webster Road, 90.00 feet to the principal place of beginning, and containing 18,000 square feet or 0.4132 acres of land as described by Donald G. Bohning & Associates, Inc. in January, 2020.

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

Michael A. Ackerman  
Registered Surveyor No. 8196

m:\adcadd\p\4887-3\documents\legals\pf to r1-75 zoning\_3-17-2020.docx





**Donald Bohning  
& Associates**

7979 Hub Parkway  
Valley View, Ohio 44125

T 216.642.1130

F 216.642.1132

PF  
Zoning  
DGB 4887-3

January, 2020

LEGAL DESCRIPTION

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

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

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

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

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

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

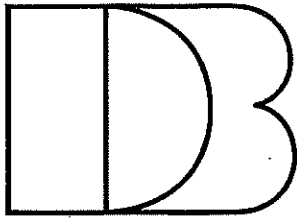
Thence North 0 degrees 59 minutes 01 second East along the easterly line of said land conveyed to Debra M. Jones, 32.70 feet to its intersection with the northerly line of said land so conveyed;

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

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

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

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



**Donald Bohning  
& Associates**

7979 Hub Parkway  
Valley View, Ohio 44125

T 216.642.1130

F 216.642.1132

PF  
Zoning  
DGB 4887-3

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

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

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

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

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

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

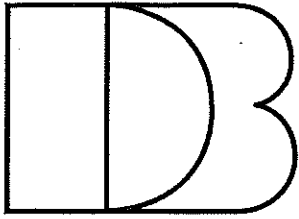
Thence North 89 degrees 53 minutes 40 seconds West, 200.00 feet to the northwesterly corner, thereof;

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

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

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

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



**Donald Bohning  
& Associates**

7979 Hub Parkway  
Valley View, Ohio 44125

T 216.642.1130  
F 216.642.1132

PF  
Zoning  
DGB 4887-3

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

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

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

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

Michael A. Ackerman

Registered Surveyor No. 8196

*m:\adcadd\p\4887-3\documents\legals\pf zoning\_3-17-2020.docx*



DATE	REVISIONS	BY



**ZONING LEGEND**

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

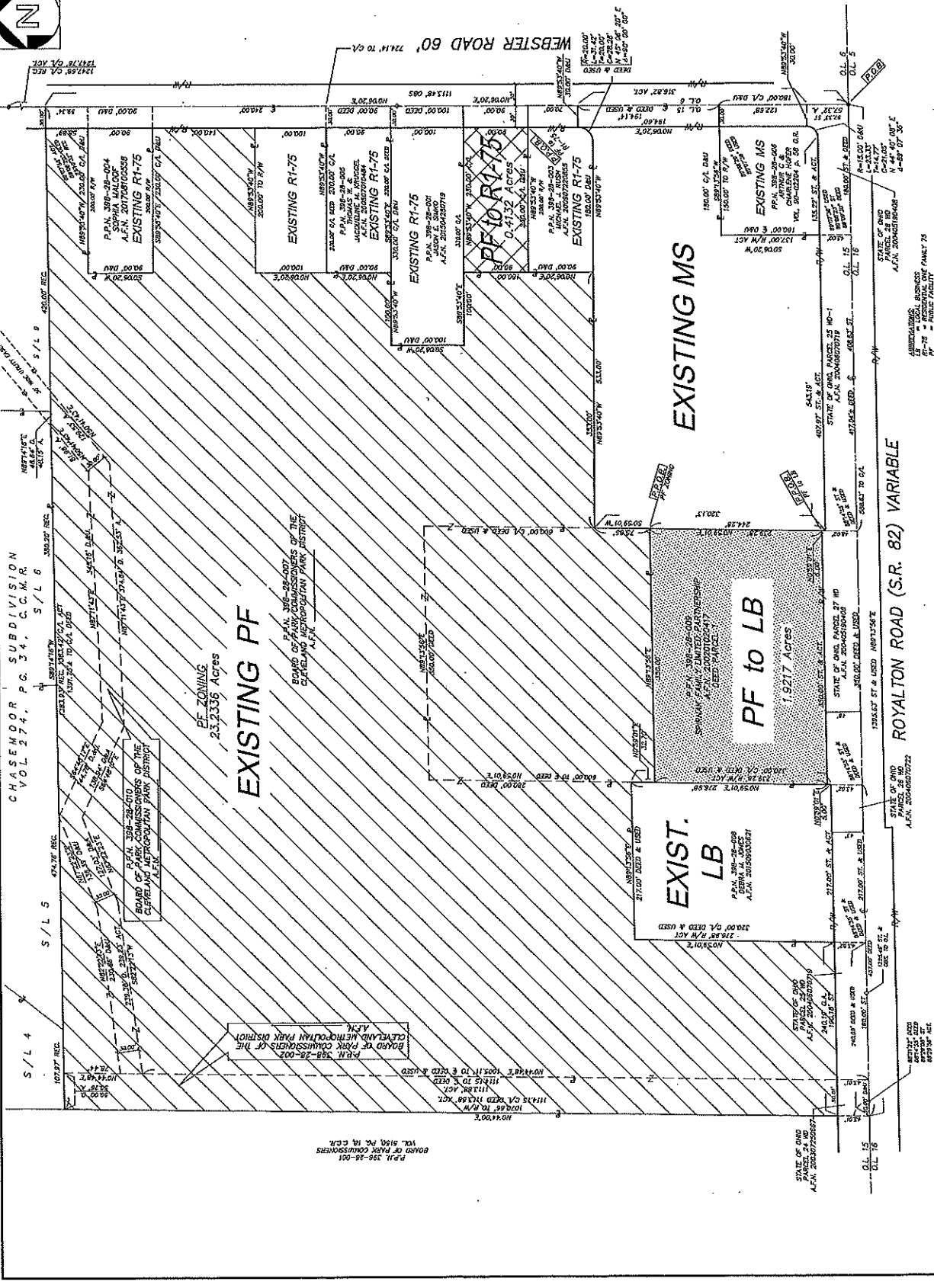
**MAP TO ACCOMPANY  
LEGAL DESCRIPTIONS  
FOR ZONING REQUEST**

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

DISTANCES ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF; BEARINGS ARE REFERRED TO AN ASSUMED MERIDIAN AND ARE NOT TO BE CONSIDERED UNLESS SPECIFICALLY REFERRED TO A PROFESSIONAL KNOWLEDGE INFORMATION AND BEAR.

**Donald S. Shaving & Associates, Inc.**  
DONALD S. SHAVING & ASSOCIATES, INC.  
1000 S. HIGHWAY 150, SUITE 200, CLEVELAND, OHIO 44115  
PHONE: (216) 441-1234 FAX: (216) 441-1234  
REGISTERED SURVEYOR NO. 8788  
*Michael J. Shaving*  
3/1/2019

<p><b>SURVEY REFERENCES:</b></p> <p>REC-1 WESTER ROAD ALTERNATION DEDICATION PLAT VOL. 100, P. 666-668, CRAWLEY</p> <p>ST-1 OHIO DEPARTMENT OF TRANSPORTATION ROYALTON ROAD IMPROVEMENT PLAN PROJECT: 2013/11/14</p>	<p>DATE: FEB. 2019</p> <p>FILE NO.: 488703-LS</p> <p>SHEET NO.: 1</p>



**ABBREVIATIONS:**

- EX = EXISTING
- RI 75 = RECREATION INTRINSIC
- PF = PUBLIC FACILITY
- LB = LOCAL BUSINESS
- MS = MEDIUM DENSITY RESIDENTIAL
- ACT = ACTUAL
- REC = RECORD
- PLAT = PLAT OF BOUNDARY
- FILE NO. = PROJECT FILE NO.
- ST-1 = SURVEY

CHASEMADOR SUBDIVISION  
VOL 274, PG 34, C.C.M.R.  
S/L 5

S/L 4

S/L 6

STATE OF OHIO  
A.F.N. 2004-08070272



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

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

on March 1, 2000, <sup>the Grantor</sup> ~~the Grantor~~,  
who claims title by or through instrument~~s~~, recorded ~~in~~ ~~the~~ ~~County~~ ~~Recorder's~~ ~~Office~~,  
as Document Numbers 200003010655 and 200003010656,  
County Recorder's Office, for the consideration of

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

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

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

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

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

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

PARCEL NO. 398-28-007; 009  
CONVEYANCE IS IN COMPLIANCE WITH SEC. 319.202 O.R.C.  
PAID

JAN 02 2002

Conveyance Fee 00 Receipt No. 000726  
TYPE 7 ARMS LENGTH YES ( ) NO (  )  
FRANK RUSSO, Cuyahoga County Auditor By                      Deputy

*[Handwritten signatures and stamps]*

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

~~XXXX XXXXXXXXXXXXXXX~~  
~~XXXX XXXXXXXXXXXXXXX~~  
~~XXXX XXXXXXXXXXXXXXX~~

In Witness Whereof, I have hereunto set my hand, the  
 31<sup>st</sup> day of December, in the year of our Lord ~~two thousand~~  
~~two thousand~~ 20 ~~01~~.  
 Signed and acknowledged in presence of  
 Paul J. Shapiro  
 Paul J. Shapiro  
 John J. Spirnak, Trustee of the  
 John J. Spirnak Living Trust  
 dated February 28, 2000, as amended  
 Barbara Oltmanns  
 BARBARA OLTMANNS

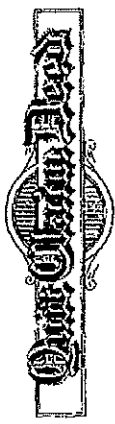
State of Ohio, ss. Before me, a Notary Public  
 Cuyahoga County, in and for said County and State, personally appeared  
 the above named JOHN J. SPIRNAK, TRUSTEE of the John J. Spirnak Living Trust  
 dated February 28, 2000, as amended,  
 who acknowledged that he did sign the foregoing instrument and that the  
 same is his free act and deed, individually and as said trustee.

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

PAUL J. SHAPIRO, Attorney  
 50 PUBLIC SQUARE, CLEVELAND, OHIO  
 44113-2204

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

CUYAHOGA COUNTY RECORDER  
 200201020417 PAGE 2 of 6



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

Transferred 19  
 COUNTY AUDITOR  
 State of Ohio  
 County of 55  
 Received for Record on the  
 day of 19  
 at o'clock M.  
 and Recorded 19 in  
 Book Page  
 COUNTY RECORDER

Recorders Fee \$  
 This instrument prepared by:

EXHIBIT "X"

CUYAHOGA COUNTY RECORDER

200201020417 PAGE 3 of 5

SCHEDULE OF PROPERTY

PARCEL 1:

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

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

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

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

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

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

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

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

Permanent Parcel No. 398-28-9



PARCEL 2:

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

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

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

Thence South 88° 12' 20" West, about 417.04 feet, measured along the centerline of Royalton Road and Southerly line of Original Lot No. 15 to a point;

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

Thence South 88° 12' 20" West and parallel to the centerline of said Royalton Road, 350.00 feet to a point;

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

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

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

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

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

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

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

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

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

Thence North 89° 04' 00" East, along the Southerly line of land so conveyed, 230.00 feet to the centerline of Webster Road;

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

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

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

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

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

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

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

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

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

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

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

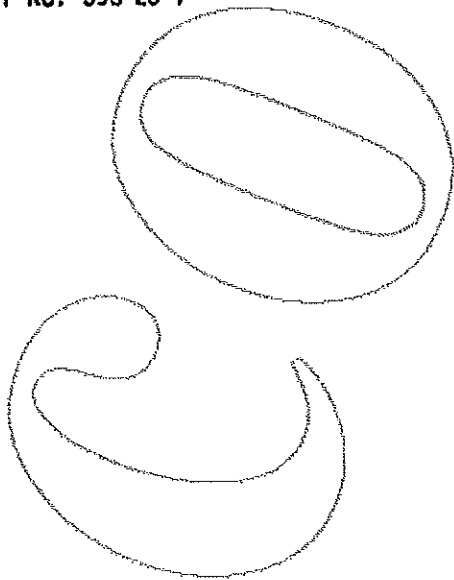
Thence North 89° 04' 00" East, 30.00 feet to the most Southeasterly corner of land conveyed to The Grand Construction Company as last aforesaid;

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

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

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

Permanent Parcel No. 398-28-7



ROBERT KLAIBER P.E., P.S.  
Legal Description complies with  
Cuyahoga County Conveyance  
Standards and is approved for  
transfer:

JAN 02 2002

  
Agent

Date

839834

KL156058 061  
The Ohio Legal Blank Co. Cleveland  
Publishers and Dealers Since 1863

WARRANTY DEED-N. 102A

# Know all Men by these Presents

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

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

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

7704 Palmyra Drive, Fair Oaks, California 95628

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

SEE ATTACHED SHEETS (2)

# VOID

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

KL156957 862

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

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

and that we will Warrant and Defend said premises, with the appurtenances therunto belonging, to the said Grantee s, their heirs and assigns, against all lawful claims and demands whatsoever

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

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

Signed and acknowledged in presence of

Handwritten signatures of Michael S. Spirnak and Betty J. Spirnak, and two witnesses: M. J. Schlock and M. J. Schlock.

State of Ohio

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

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

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

Handwritten signature of Alfred J. Tobarro, Notary Public, with official seal.



MICHAEL S. SPIRNAK and BETTY J. SPIRNAK (Husband and Wife)

RICHARD LEE DAVIS, JR. and ANEA MARIE DAVIS (Husband and Wife)

Transferred to County Auditor, State of Ohio

Received for Record in the County of ... State of Ohio at ... M. 19 ... in ... Page ...

This instrument prepared by

Vol 156957 863

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

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

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

Thence North  $02^{\circ} 39'$  West and parallel to the Easterly line of  
land conveyed to the Board of Park Commissioners by deed dated October 3, 1940  
and recorded in Volume 5150, Page 18 of Cuyahoga County Records, 600.00 feet  
to point;

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

WL156957 064

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

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

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

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

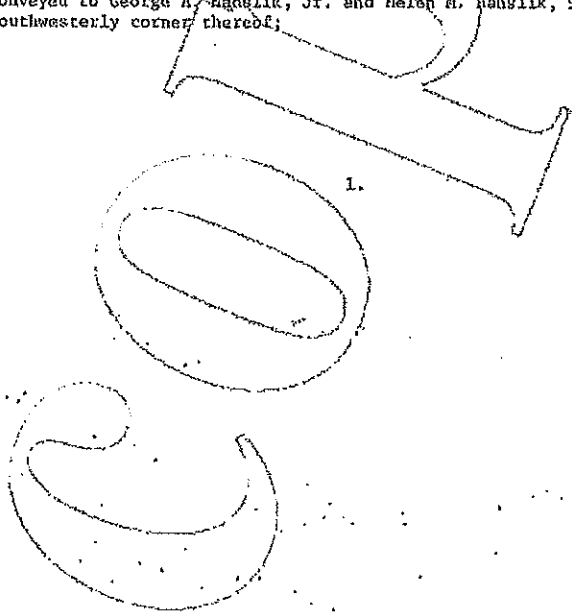
Thence North 0° 02' 35" West, about 1114.15 feet, measured along the Easterly line of land so conveyed to the said Board of Park Commissioners to a point;

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

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

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

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



10-1-68

WL156957 865

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

WLL5695R 066

COPY

600 E-30529  
83988491

GUYANESA  
COUNTY  
VOLUME 15695  
DEC 30 12 53 PM '82  
REGISTERED TO DATE  
GEN BY REG-111  
GUYANESA CIVIL ENGINEER

398-26-3

PARCEL NO. 398-26-3  
CONVEYANCE IS IN COMPLIANCE WITH SEC. 349.202 O.R.C.  
P. 3110

DEC 30 1982  
35.00  
TYPE MAG LENGTH  
1470817  
15  
ADH

CITY TITLE COMPANY  
5777



**ACTION ITEMS (cont.)**

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

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

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

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

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

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

**ACTION ITEMS (cont.)**

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

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

**No. 18-05-066:**

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

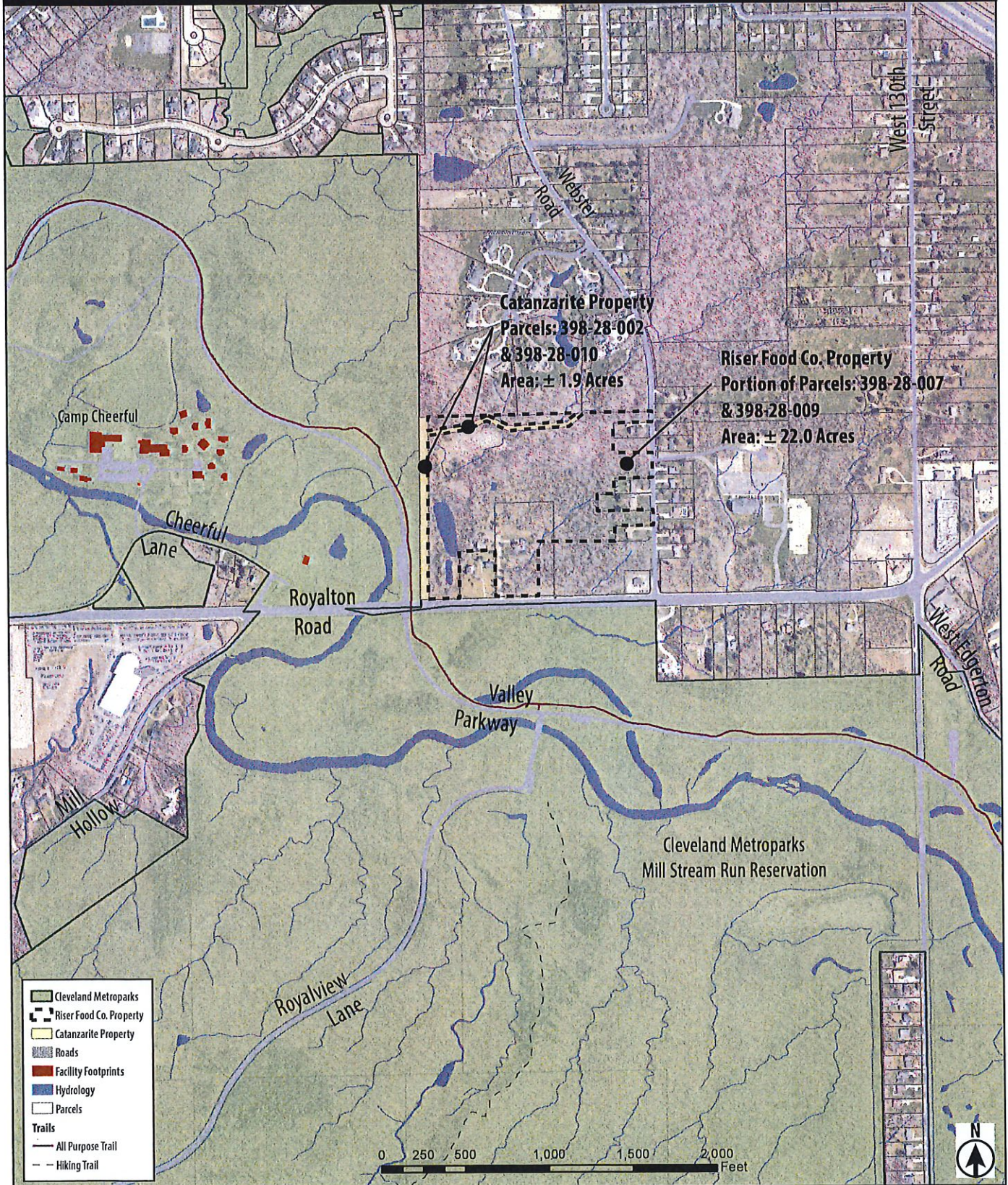
Vote on the motion was as follows:

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

Nays: None.

Mill Stream Run Reservation

# Riser Foods Company & Catanzarite Properties- Strongsville



**ACTION ITEMS (cont.)**

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

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

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

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

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

**ACTION ITEMS** (cont.)

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

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

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

**No. 19-10-130:**

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

**ACTION ITEMS (cont.)**

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

Vote on the motion was as follows:

Ayes: Messrs. Moore and Rinker.

Nays: None.

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

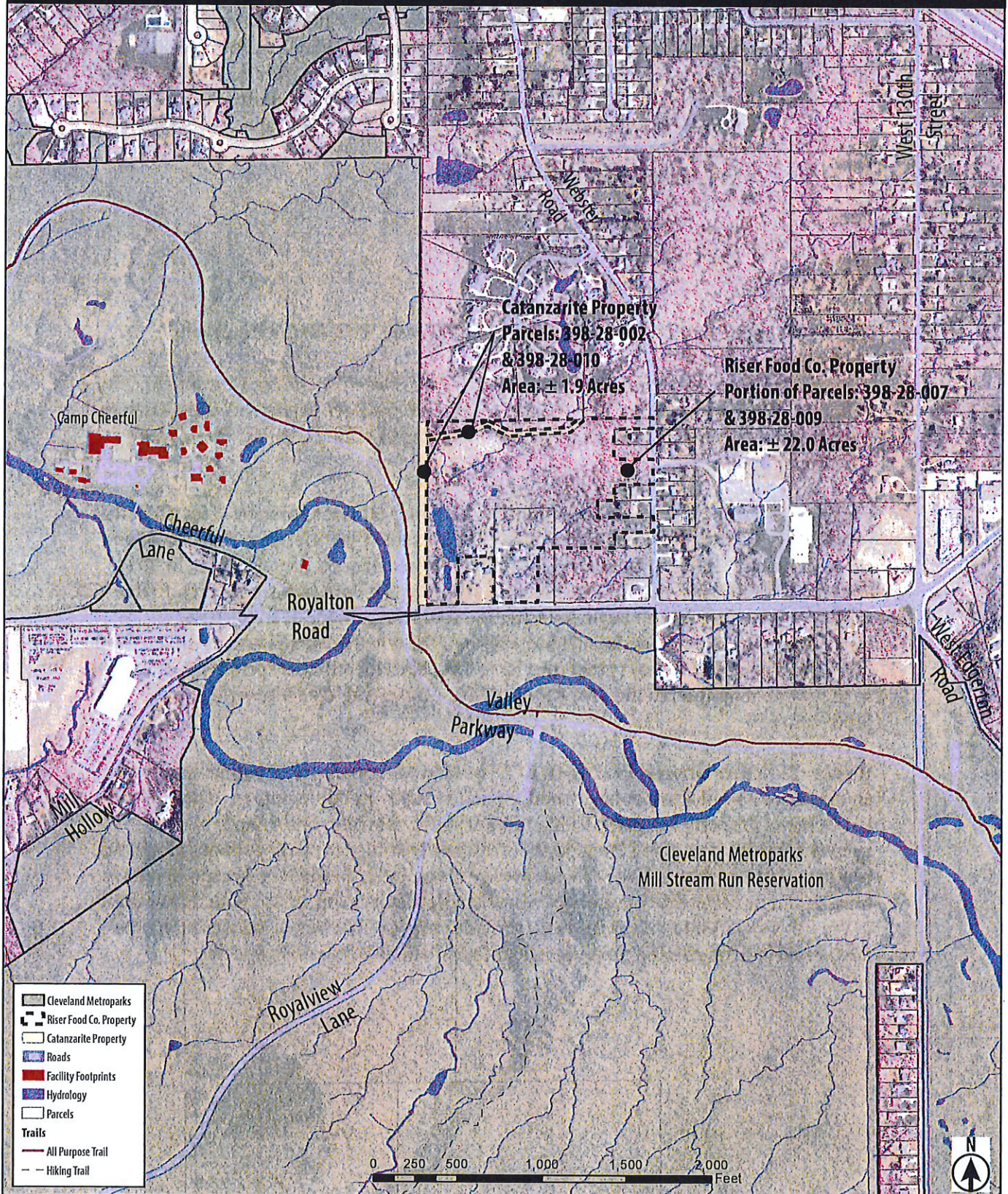
*(Originating Sources: Brian M. Zimmerman, Chief Executive Officer/Rosalina M. Fini, Chief Legal & Ethics Officer/Kyle G. Baker, Director of Real Estate & Senior Assistant Legal Counsel/Stephanie Kutsko, Real Estate Manager/Isaac D. Smith, Conservation Program Manager)*

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

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

Mill Stream Run Reservation

Riser Foods Company & Catanzarite Properties- Strongsville



## AGREEMENT OF PURCHASE AND SALE

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

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

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

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

4. Due Diligence, Surveys, and Title Commitment.

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



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

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

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

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

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

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

5. Conditions to Closing.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) The funds described in Section 2; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

As to Seller:

Spirnak Family Limited Partnership  
2178 Silveridge Trail  
Westlake, Ohio 44145

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

Anna Davis  
5871 Grace Ellen Court  
Citrus Heights, California 95610

As to Cleveland Metroparks:

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

with a copy to:

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

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

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

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

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

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

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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

Spirnak Family Limited Partnership

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

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

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

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

BOARD OF PARK COMMISSIONERS OF THE CLEVELAND METROPOLITAN PARK DISTRICT

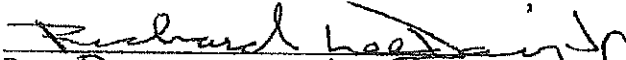
\_\_\_\_\_  
Brian M. Zimmerman  
Chief Executive Officer

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

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



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

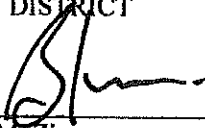
  
By: Richard Lee Davis Jr

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

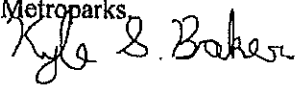
By: \_\_\_\_\_

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

BOARD OF PARK COMMISSIONERS OF  
THE CLEVELAND METROPOLITAN  
PARK DISTRICT

  
\_\_\_\_\_  
Brian M. Zimmerman  
Chief Executive Officer

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



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

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

Anna Marie Vaughn  
By: ANNA MARIE VAUGHN

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

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

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

BOARD OF PARK COMMISSIONERS OF  
THE CLEVELAND METROPOLITAN  
PARK DISTRICT

\_\_\_\_\_  
Brian M. Zimmerman  
Chief Executive Officer

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

Kyle G. Baker

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

ACKNOWLEDGED AND APPROVED BY:

SURETY TITLE INSURANCE COMPANY, as the Title Company

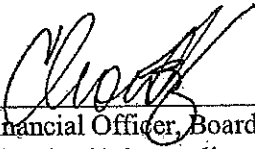
By: 

Name: Christine Owens

Title: Escrow officer

FISCAL OFFICER'S CERTIFICATE

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



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

Dated Oct. 17, 2019

EXHIBIT A

Map of Property

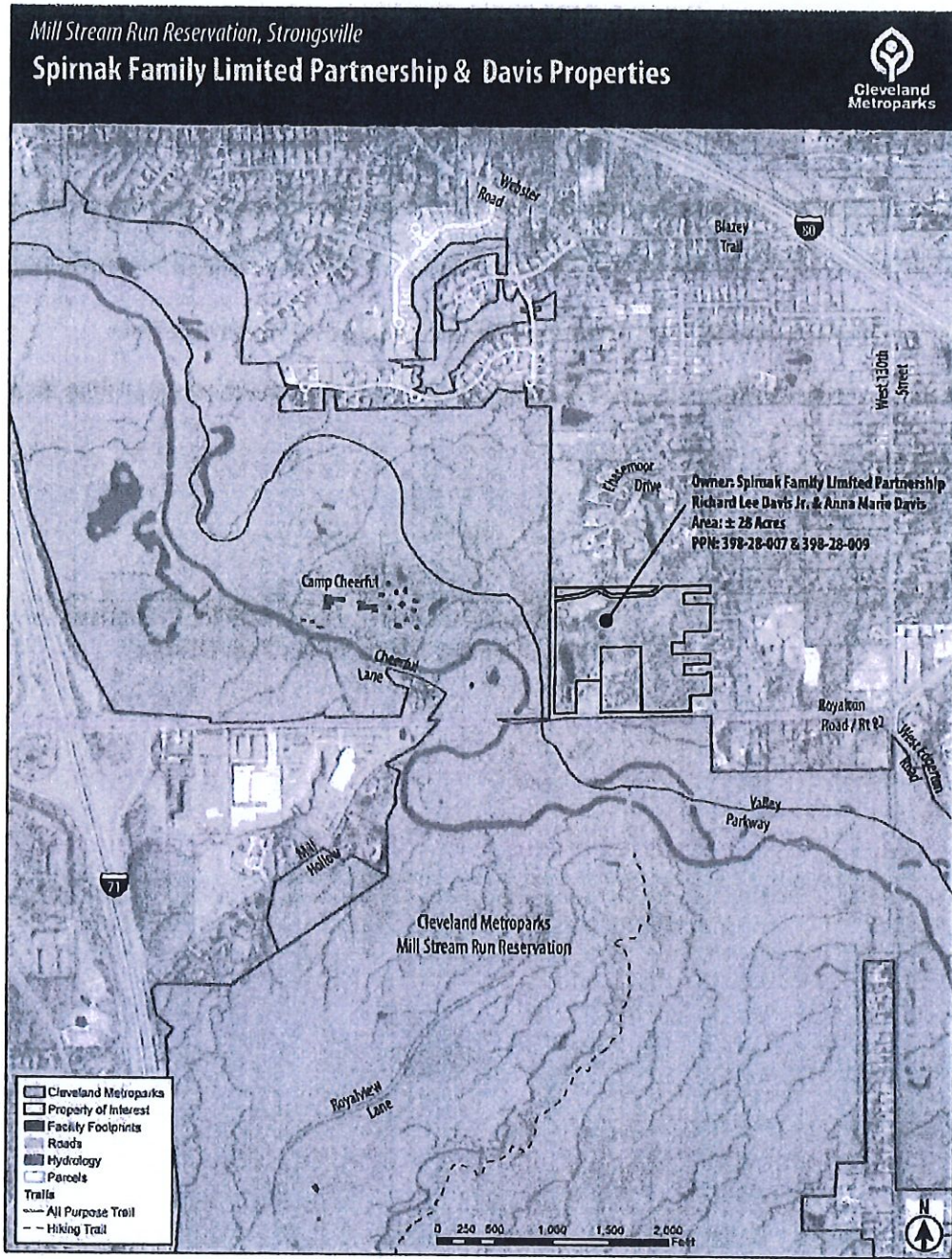


EXHIBIT B

General Warranty Deed

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

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

IN WITNESS WHEREOF, the undersigned has executed this instrument this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

GRANTORS

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

STATE OF OHIO )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

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

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

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

(Seal)

This instrument prepared by:

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

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

**MEMORANDUM**

---

**TO:** Ken Mikula, City Engineer

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

**DATE:** April 6, 2020

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

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

Thank you.

AKP  
Attachments

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



# City of Strongsville

## *Memorandum*

**To:** Neal Jamison, Law Director

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

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

**Date:** April 8, 2020

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

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Neal,

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

Please feel free to contact me with any questions.

Thank you.

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

**MEMORANDUM**

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**TO:** Planning Commission

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

**DATE:** April 21, 2020

**SUBJECT:** Referral from Council: Ordinance Nos. 2020-065 and 2020-066

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Please be advised that at its regular meeting of April 20, 2020, City Council referred the following Ordinances to the Planning Commission for its report and recommendation thereon:

- Ordinance No. 2020-065 by Mayor Perciak and All Members of Council. AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE LOCATED AT 21600 ROYALTON ROAD, IN THE CITY OF STRONGSVILLE FROM GI (GENERAL INDUSTRIAL) CLASSIFICATION TO SR-1 (SENIOR RESIDENCE) CLASSIFICATION (PPN 392-14-003), AND DECLARING AN EMERGENCY.
  
- Ordinance No. 2020-066 by Mayor Perciak and All Members of Council. AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE LOCATED AT ROYALTON ROAD AND WEBSTER ROAD, IN THE CITY OF STRONGSVILLE FROM PF (PUBLIC FACILITIES) CLASSIFICATION TO R1-75 (ONE FAMILY 75) CLASSIFICATION (PART OF PPN 398-28-007); AND FROM PF (PUBLIC FACILITIES) CLASSIFICATION TO LB (LOCAL BUSINESS) CLASSIFICATION (PART OF PPN 398-28-009), AND DECLARING AN EMERGENCY.

A copy of the Ordinances are attached for Planning Commission review.

TAM  
Attachment

## MEMORANDUM

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

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

**SUBJECT:** Referrals to Council

**DATE:** May 1, 2020

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Please be advised that at its meeting of April 30, 2020, the Strongsville Planning Commission gave Favorable Recommendation to the following;

### **ORDINANCE NO. 2020-065**

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

### **ORDINANCE NO. 2020-066**

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

### **INFINIUM PARKWAY/ Jerry Gruszewski, Agent**

Subdivision of PPN's 394-05-004 and 394-03-012 located on Infinium Parkway and Commerce Parkway and Prospect Road, zoned General Industrial. *\*BZA Variance granted 4-8-20.*

**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:

**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: June 15, 2020

Second Reading: \_\_\_\_\_

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

Referred to Planning Commission

June 16, 2020  
Favorable recommendation  
Approved: 6-25-2020

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. 06-15-20 Ref: PC/PZE  
 2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
Favorable recommendation by  
PC 06-25-20  
 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**

Linda K Fisher

By: [Signature]  
Eric A. Amanfoh

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

Linda K Fisher

By: [Signature]  
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 North Royalton Ohio, this 10 day of June, 2020.

[Signature]  
Notary Public



JULIEANNA M. COON  
Notary Public, State of Ohio  
My Commission Expires  
February 27, 2023

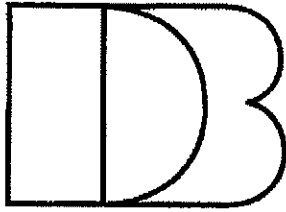


STATE OF OHIO                    )  
  ) ss.  
COUNTY OF CUYAHOGA        )

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;

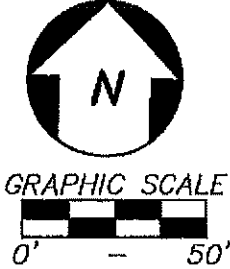
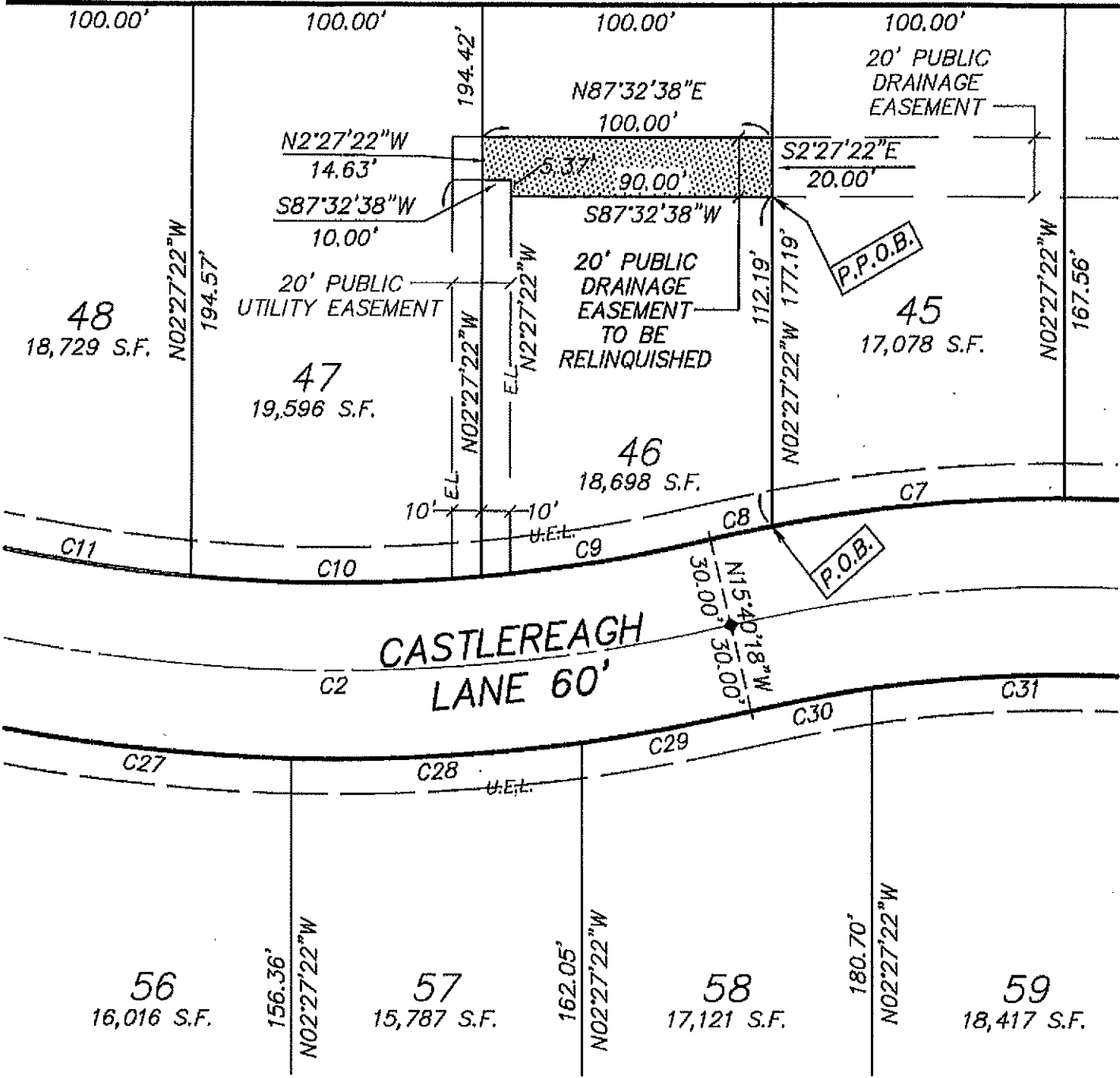
Thence South 2 degrees 27 minutes 22 seconds East along the easterly line of said Sublot 46, 20.00 feet to the principal place of beginning, as described by Donald G. Bohning & Associates, Inc. in May, 2020.

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 ensement-relinquishment-may 2020.doc*

**EXHIBIT B**

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 10<sup>th</sup> day of June, 2020.

Signed in the presence of:

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

Linda K Fisher

By: E. Amanfoh  
Eric A. Amanfoh

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

Linda K Fisher

By: Lauren Brooke Amanfoh  
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 North Royalton Ohio, this 10 day of June, 2020.

Julieanna M. Coon  
Notary Public



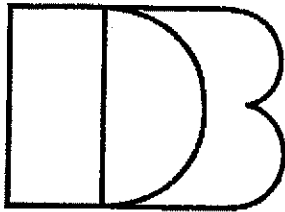
JULIEANNA M. COON  
Notary Public, State of Ohio  
My Commission Expires  
February 27, 2023

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 44126

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.

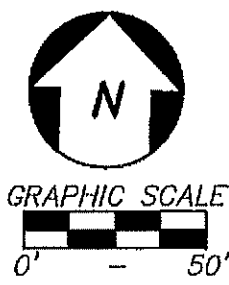
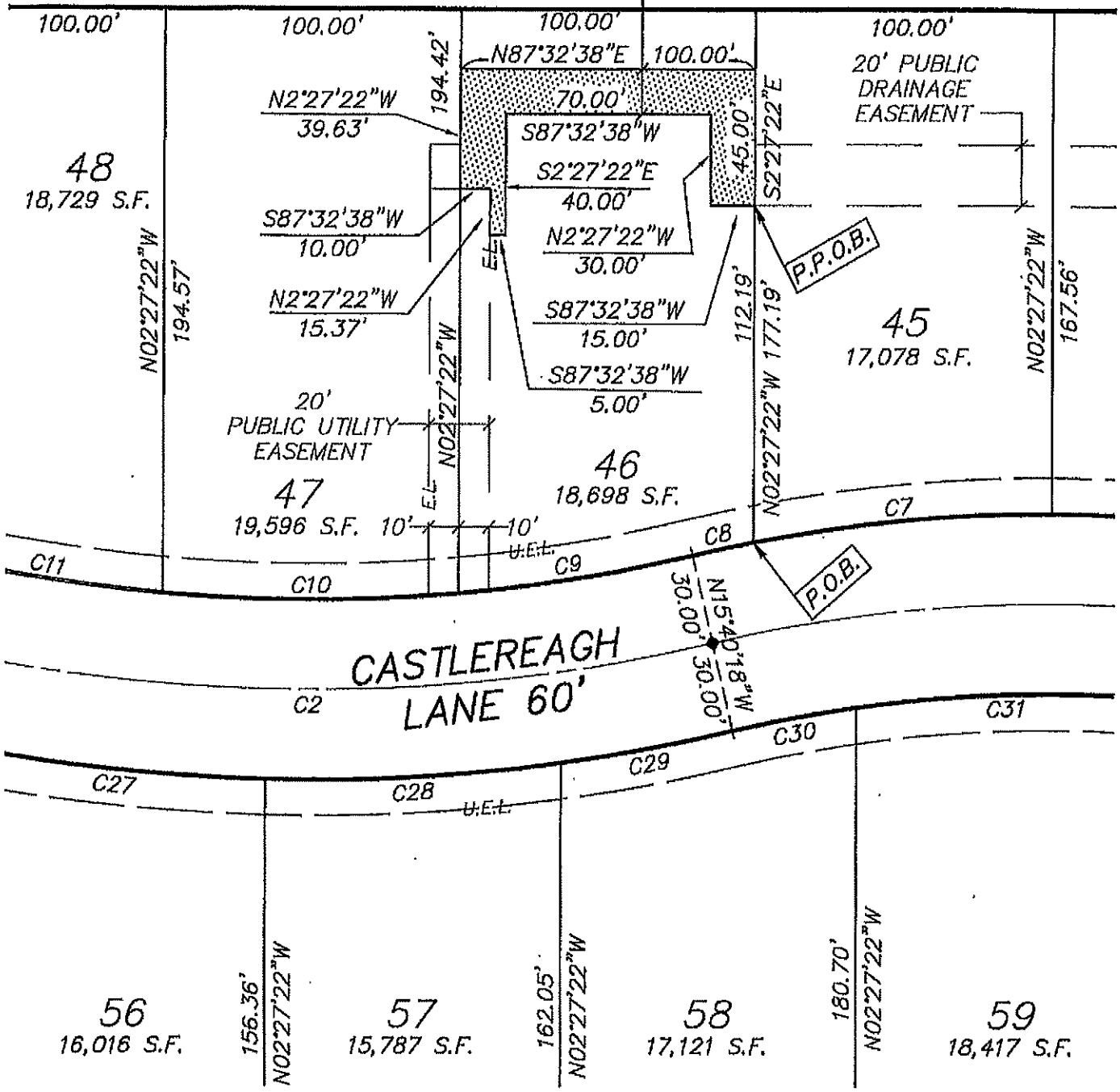
The courses used in this description are referenced to an assumed meridian and are used to indicate angles only.

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



**EXHIBIT B**

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

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

**MEMORANDUM**

---

**TO:** Planning Commission  
**FROM:** Aimee Pientka, Clerk of Council  
**DATE:** June 16, 2020  
**SUBJECT:** Referral from Council: Ordinance No. 2020-093

---

At its regular meeting of June 15, 2020, City Council referred the following Ordinance to the Planning Commission for its report and recommendation thereon:

- 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.

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

AKP  
Attachments

## MEMORANDUM

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

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

**SUBJECT:** Referrals to Council

**DATE:** June 29, 2020

---

Please be advised that at its meeting of June 25, 2020, the Strongsville Planning Commission gave Favorable Recommendation to the following;

**ORDINANCE NO. 2020-093**

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.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2020 – 094

By: Mayor Perciak and All Members of Council

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE WILLOW LANE SANITARY SEWER PROJECT IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.**

WHEREAS, the City has advertised and received bids for the Willow Lane Sanitary Sewer Project; and

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

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

**Section 1.** That this Council finds and determines that the bid submitted by **UNDERGROUND UTILITIES, INC.** for the Willow Lane Sanitary Sewer Project meets the specifications on file in the office of the City Engineer, is in compliance with the applicable requirements for bids and contracts established by the laws of the City and the State, and is the lowest and best bid for the proposed contract. Any informalities or minor defects in the bidding process are hereby waived. All other bids for this contract are hereby rejected.

**Section 2.** That the Mayor be and hereby is authorized and directed to enter into a contract with the aforesaid lowest and best bidder for the Willow Lane Sanitary Sewer Project, in accordance with the plans and specifications on file in the office of the City Engineer, in the amount of \$863,017.00, and in a form to be approved by the Law Director.

**Section 3.** That the funds necessary for the purposes of this Project have been appropriated and shall be paid from the Sanitary Sewer Fund, from the collection of special assessments to be levied by the City, and such other State and local funds which may be made available for the Project.

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

**Section 5.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to commence such project in order to eliminate hazards and provide for a system of centralized sewage collection, disposal and treatment, to improve properties within the City, and conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2020 - 094

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. 2020-094 Amended: \_\_\_\_\_

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

Adopted:

Defeated:

**CITY OF STRONGSVILLE, OHIO**

**ORDINANCE NO. 2020 – 095**

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

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A COMMUNITY COST-SHARE AGREEMENT BETWEEN THE NORTHEAST OHIO REGIONAL SEWER DISTRICT AND THE CITY OF STRONGSVILLE, IN ORDER FOR THE DISTRICT TO PROVIDE REIMBURSEMENT OF FUNDS TO THE CITY IN CONNECTION WITH THE ROYALTON ROAD CULVERT-CUY-82-2.57 PROJECT, AND DECLARING AN EMERGENCY.**

WHEREAS, the Northeast Ohio Regional Sewer District ("District"), pursuant to the authority of Chapter 6119 of the Ohio Revised Code and Title V of the District's Stormwater Management Code, is authorized to provide planning, financing, design, improvement, construction, inspection, monitoring, maintenance, operation and regulation for the handling of stormwater runoff to member communities; and

WHEREAS, by and through Ordinance No. 2016-057, this Council authorized the Mayor to enter into a Regional Stormwater Management Program Service Agreement with the District in order to provide delivery of District Regional Stormwater Management Program services within the City of Strongsville; and

WHEREAS, in conjunction with the aforementioned Stormwater Management Agreement, on May 16, 2013, by and through Resolution No. 114-13, the District was authorized to enter into Regional Stormwater Management Program Community Cost-Share Program Agreements with certain member communities; and

WHEREAS, the District, as a component of implementing such Regional Stormwater Management Program, manages a financial account termed the "Community Cost-Share Account" that is for the aggregation and dissemination of funds derived from revenues collected from member communities' Stormwater Fees; and

WHEREAS, the purpose of the Community Cost-Share Account is to provide funding to assist the City with District-approved projects through the Community Cost-Share Program; and

WHEREAS, the Community Cost-Share Program funds are used for construction, operation, and maintenance of Local Stormwater Systems, including administrative costs directly associated with such projects, as well as costs related to repair or upgrade; and

WHEREAS, by and through Ordinance No. 2019-104, this Council authorized the Mayor to enter into a contract for professional engineering services for the purposes of emergency design and supervision of the repair and replacement of the culvert and appurtenances under the Greens of Strongsville on Royalton Road, in connection with the project now known as the Royalton Road Culvert-CUY-82-2.57 Project ("Project"), and further, by and through Ordinance No. 2020-064, Council authorized the Mayor to enter into a modification to the scope and cost of such professional engineering services contract; and

WHEREAS, the District supports the Royalton Road Culvert-CUY-82-2.57 Project as a Community Cost-Share project.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2020 – 095

Page 2

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

Section 1. That the Mayor be and is hereby authorized and directed to enter into and execute a Community Cost-Share Agreement with the Northeast Ohio Regional Sewer District in order for the District to allocate and provide reimbursement of funds up to \$770,000.00 to the City of Strongsville, in connection with the Roylton Road Culvert-CUY-82-2.57 Project, a copy of which Agreement is substantially in the form attached hereto and marked as Exhibit "1".

Section 2. That the funds necessary for this Ordinance have been appropriated and shall be paid from the Drainage Levy Fund.

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

Section 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to enter into the Agreement in order to receive the City's share of funds available through the District's Community Cost-Share Policy. 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. 2020-095 Amended: \_\_\_\_\_  
 1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

**COMMUNITY COST-SHARE AGREEMENT  
BY AND BETWEEN  
THE NORTHEAST OHIO REGIONAL SEWER DISTRICT  
AND  
CITY OF STRONGSVILLE**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the Northeast Ohio Regional Sewer District (District) acting pursuant to Resolution No. 114-13, adopted by the Board of Trustees of the District on May 16, 2013 (Exhibit "A"), and City of Strongsville (City) acting pursuant to Ordinance/Resolution No. \_\_\_\_\_, adopted on \_\_\_\_\_, 20\_\_ (Exhibit "B").

**Recitals**

WHEREAS, the District, as a component of implementing a regional stormwater management program, manages a financial account termed the "*Community Cost-Share Account*" that is for the aggregation and dissemination of funds derived from revenues collected from the Stormwater Fee; and

WHEREAS, the purpose of the Community Cost-Share Account is to provide funding to assist the City with District-approved projects through the Community Cost-Share Program; and

WHEREAS, the Community Cost-Share Program funds are used for construction, operation, and maintenance of the Local Stormwater System or Regional Stormwater System, including administrative costs directly associated with such projects as well as costs related to repair or upgrade; and

WHEREAS, the District supports the Community Cost-Share Royalton Road Culvert-CUY-82-2.57 (the "Project") as a Community Cost-Share project proposed by the City; and

NOW THEREFORE, in consideration of the foregoing, the payment and the mutual promises contained in this Agreement, the parties agree as follows:

**Article 1.0**    **City Obligations**

- 1.1    The City agrees to perform as follows:
  - 1.1.1    Complete work as detailed in the District approved Community Cost-Share application. (Exhibit "C")
  - 1.1.2    Complete and submit Progress Reports when submitting Request for Payment as needed, or within 30 days of close of the Project, per Section 5.0 of the *Community Cost-Share Program Policy*.
  - 1.1.3    Notify the City's Watershed Team Leader at least 7 business days prior to the start of the Project.



- 1.1.4 Meet with District staff when requested to review the Project status.
- 1.1.5 Obtain all necessary legal agreements with affected property owners to perform the Project and to bind any successor in title to maintain compliance as specified in this Agreement between the District and City for the Project.
- 1.1.6 Comply with all applicable local, state and federal requirements. This may include, but is not limited to, U.S. Army Corp of Engineers Section 404, Ohio EPA Section 401 water quality certification, and Ohio Department of Natural Resources Dam Safety Laws.
- 1.1.7 If the City fails to maintain the Project in accordance with this Agreement, the City shall be liable for the full amount of any Community Cost-Share Program funds paid for the Project. Such amount shall be offset against the City Community Cost-Share Account.
- 1.1.8 Submit requests for approval to modify the budget, deadline, deliverables, or other components of the Project to the City's Watershed Team Leader at least 30 business days prior to the desired date of execution of the modification.
- 1.1.9 Acknowledge the District on any public advertisement or outreach efforts including all publications and signage related to the Project which shall include the following disclaimer:

*This project was funded in part or totally through the Northeast Ohio Regional Sewer District (NEORS D) Community Cost-Share Program in coordination with City, under the provisions of the NEORS D Regional Stormwater Management Program. The contents and views, including any opinions, findings, or conclusions or recommendations, contained in this publication are those of the authors and have not been subject to NEORS D review and may not necessarily reflect the views of NEORS D, and no official endorsement should be inferred.*
- 1.1.10 Provide the District the opportunity to have design approval for any signage or public education and outreach efforts related to the Project.
- 1.1.11 Permit the District to photograph the Project and to incorporate the Project into the District's overall public education and outreach efforts for stormwater management.
- 1.2 Failure to meet any of the requirements listed in Article 1.1 may result in termination of this Agreement and reimbursement of disbursed funds to the District.

**Article 2.0**    **District's Obligations**

- 2.1 The District agrees to perform as follows:
  - 2.1.1 Allocate \$770,000.00 to the City for the Project from the City’s Community Cost-Share Account.
  - 2.1.2 Provide reimbursement of funds up to \$770,000.00 to the City within 60 days of receipt of a complete Request for Payment from the City, detailing costs related to the Project.
  - 2.1.3 Timely review and approval or disapproval of requests to modify the budget, deadline, deliverables, or other components of the Project.
  - 2.1.4 Acknowledge the City in presentations or publications related to the Project.

**Article 3.0**    **Dispute Resolution**

- 3.1 The Parties shall continue the performance of their obligations under this Agreement notwithstanding the existence of a dispute.
- 3.2 The Parties shall first try to resolve the dispute at the level of the designated representatives as follows:

<b>District Representative</b>	<b>City Representative</b>
Watershed Team Leader	Assistant City Engineer

If the Parties are unable to resolve the dispute at that level within ten (10) working days, the Parties shall escalate the dispute to the following level to resolve the dispute:

<b>District Representative</b>	<b>City Representative</b>
Director of Watershed Programs	Mayor

- 3.3 If the Parties remain unable to resolve the dispute within an additional ten (10) working days, the Parties shall proceed to mediation upon request by either party. The mediator shall review all documents and written statements, in order to accurately and effectively resolve the dispute. The mediator shall call a meeting between the Parties within ten (10) working days after mediator appointment, which meeting shall be attended by at least the respective representatives listed in paragraph 3.02 above. The Parties shall attempt in good faith to resolve the dispute. The Parties agree to follow the Uniform Mediation Act, Chapter 2710 of the Ohio Revised Code. The Parties shall share the cost of the mediator equally.

3.4 Such mediation shall be non-binding between the Parties and, to the extent permitted by law, shall be kept confidential. If the dispute is resolved and settled through the mediation process, the decision will be implemented by a written agreement signed by both Parties. If the dispute is unable to be resolved through mediation, the Parties agree to submit the dispute to the appropriate jurisdiction as per Article 4, Remedies, below.

**Article 4 Remedies**

4.1 The Parties agree that, after exhausting the dispute resolution process outlined above, all claims, counter-claims, disputes and other matters in question between the Parties arising out of or relating to this Agreement, or the breach thereof, will be decided at law. This Agreement shall be governed by and interpreted according to the laws of the State of Ohio.

**Article 5 Counterpart Signatures**

5.1 This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but which counterparts when taken together shall constitute one Agreement.

**Article 6 Governing Law**

6.1 The terms and provisions of this Agreement shall be construed under and governed by the laws of Ohio (to which all Parties hereto consent to venue and jurisdiction).

**Article 7 Disclaimer of Joint Venture**

7.1 This Agreement is not intended to create a joint venture, partnership or agency relationship between the Parties, and such joint venture, partnership, or agency relationship is specifically hereby disclaimed.

**Article 8 Authority to Execute**

8.1 Each person executing this Agreement represents and warrants that it is duly authorized to execute this Agreement by the party on whose behalf it is so executing.

**Article 9 Exhibits**

The following exhibits are attached hereto and incorporated herein:

- Exhibit "A" – District Resolution
- Exhibit "B" – City Ordinance/Resolution
- Exhibit "C" – District-Approved Community Cost Share Application

The parties have executed this Agreement on the day and year first above written.

**NORTHEAST OHIO REGIONAL SEWER DISTRICT**

BY: \_\_\_\_\_  
Kyle Dreyfuss-Wells  
Chief Executive Officer

AND

BY: \_\_\_\_\_  
Darnell Brown, President  
Board of Trustees

**CITY OF STRONGSVILLE**

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

The Legal Form and Correctness of this Instrument is hereby Approved:

**CITY OF STRONGSVILLE**

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

This Instrument Prepared By:  
Cyrus L. Patton  
Associate General Counsel  
Northeast Ohio Regional Sewer District

Each party agrees that this Agreement may be executed and distributed for signatures via email, and that the emailed signatures affixed by both parties to this Agreement shall have the same legal effect as if such signatures were in their originally written format.

**[FOR NEORS D USE]**

**CONTRACT NO.**

NORTHEAST OHIO REGIONAL SEWER  
DISTRICT

WITH

CITY OF STRONGSVILLE

FOR

COMMUNITY COST-SHARE PROJECT:  
ROYALTON ROAD CULVERT-CUY-82-2.57

---

Total Approximate Cost:           \$770,000.00

---

The legal form and correctness of the within  
instrument are hereby approved.

---

CHIEF LEGAL OFFICER

---

Date

**CERTIFICATION**

It is hereby certified that the amount required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the Treasury or in process of collection to the credit of the fund free from any obligation or certification now outstanding.

---

CHIEF FINANCIAL OFFICER

---

Date

**Budget Center 8100**

# EXHIBIT A

NORTHEAST OHIO REGIONAL SEWER DISTRICT  
RESOLUTION NO. 114-13

-----  
Authorizing the Executive Director to enter into Regional Stormwater  
Management Program Community Cost-Share Program Agreements  
with Member Communities.  
-----

WHEREAS, the Code of Regulations of the Northeast Ohio Regional Sewer District, Title V – Stormwater Management Code Chapter 9 outlines the Community Cost-Share Program developed to provide funds to District Member Communities for construction, operation and maintenance activities of community-specific stormwater management projects; and

WHEREAS, under the Community Cost-Share Program, 25% of the annual collected stormwater revenue from each Member Community will be held by the District in a Community Cost-Share account, whereby Communities, with review and approval by the District, through specific applications outlining the community-specific stormwater work to be performed can access reimbursement of their funds; and

WHEREAS, the District is seeking authority to enter into Regional Stormwater Management Program Community Cost-Share Program Agreements with Member Communities for the purpose of detailing and memorializing responsibilities of the District and Member Communities under specific applications to the Community Cost-Share Program;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE NORTHEAST OHIO REGIONAL SEWER DISTRICT:

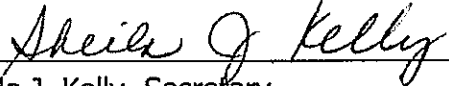
Section 1. That this Board finds that for the reasons stated in the preamble hereof it is in the best interests of the District to enter into Regional Stormwater Management Program Cost-Share Program Agreements with Member Communities to memorialize responsibilities of the District and Member Communities under specific applications to the Community Cost-Share Program.

Section 2. That this Board hereby authorizes the Executive Director to enter into Regional Stormwater Management Program Cost-Share Agreements with Member Communities to memorialize responsibilities of the District and Member Communities under specific applications to the Community Cost-Share Program under such terms and conditions that are satisfactory to the Director of Law and in the best interests of the District.

Section 3. That this Board authorizes the Executive Director to execute all documents and do all things necessary to effect the terms and conditions of the Stormwater Management Program Direct Billing Agreements with Member Communities.

Section 4. That this Board declares that all formal actions of the Board concerning and relating to the adoption of this resolution and that all deliberations of the Board and any of its committees that resulted in said formal action were conducted in meetings open to the public and in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

On motion of Mayor Starr seconded by Mr. O'Malley, the foregoing resolution was unanimously adopted on May 16, 2013.

  
\_\_\_\_\_  
Sheila J. Kelly, Secretary  
Board of Trustees  
Northeast Ohio Regional Sewer District



# EXHIBIT B

(Insert Member Community  
Ordinance/Resolution)

# EXHIBIT C



**Community Cost-Share Program  
APPLICATION**

**Member Community Information**

Community: City of Strongsville

Primary Project Contact: Lori Daley  
(Name & Title) Assistant City Engineer

Mailing Address: 10699 Foltz Parkway  
Strongsville, OH 44149

Phone Number: 440-580-3123

Email: lori.daley@strongsville.org

**Project Information**

Project Title: Royalton Road Culvert-CUY-82-2.57

Address or Location of Project: Royalton Road  
between Delaware Drive and Ordner Drive

Project Start Date: September 2020

Project End Date: April 2021

Community Cost-Share Fund Request: \$770,000

Submission Date: May 28, 2020



**Project Narrative**

**1) Project Summary (1,000 word maximum)**

Describe the Project and include the following information, as applicable:

- Describe the Project and deliverables; provide a map if applicable
- Submit a deliverable worksheet listing tasks and deliverables with start dates and end dates for the significant benchmarks.
- List permitting requirements necessary to initiate and complete project and how the requirements will be met.

This project consists of replacing an existing 10'x5' concrete box culvert located under Royalton Road between Delaware Drive and Ordner Drive. The proposed culvert will be relocated and the existing culvert will be abandoned. See attached preliminary plan.

The proposed schedule is as follows:

June 2020 - Complete Plans  
July 2020-August 2020 - Bidding  
September 2020 - Begin construction  
April 2021 - End Construction



**2) Ability to Provide Long Term Maintenance (500 word maximum)**

Describe the plans for long-term maintenance, addressing the following question:

- Who is responsible to provide on-going maintenance for the project and how will maintenance be ensured?
- Provide documentation of scheduled maintenance and operation for completed stormwater project(s).

The culvert will be maintained by the City of Strongsville. An easement will also be granted to NEORS.



*Community Cost-Share Program  
Application*

**3) Visibility and Public Outreach: (500 word maximum)**

Public outreach is required if appropriate for your project.

- What audiences will be exposed to this Project (neighbors, students, community groups, general public)?

Public outreach is not required for this project, however in accordance with law all appropriate legislation will be voted on at a public meeting.



*Community Cost-Share Program  
Application*

**4) Budget Summary (500 words maximum)**

The Budget Summary and Project Budget (*see page 3*) represent the Community Cost-Share Project components exclusively. Include details on the provider of all services such as design, engineering, construction management and materials including specific material cost, equipment, and hourly rate.

If an engineer's estimate is included with the application, indicate which line items are included in the Community Cost-Share Project application.

Construction: \$2,599,816 (See Engineer's Estimate attached. Eligible line items are highlighted)

Total: \$2,599,816





*Community Cost-Share Program  
Application*

**Vendor Registration**

Prior to submission, ensure that the Member Community is a registered vendor with the District. Vendor Registration can be done by accessing [http://www.neorsd.org/isupplier\\_homepage.php](http://www.neorsd.org/isupplier_homepage.php) and completing the New Vendor Registration. If unsure of the Member Community vendor status, by initiating the New Vendor Registration a message of active registration will appear if currently registered as a vendor.

**Project Budget**

Project Expenses	Community Cost-Share Expense	Line Item Description
Professional Services		
Personnel <i>(Member Community staff only)</i>		
Subcontract		
Equipment		
Materials	\$770,000	Construction
Other		
<b>TOTAL</b>	<b>\$ 770,000</b>	

## Estimate

Estimated Cost:\$2,079,853

Contingency: 25.00%

**Estimated Total: \$2,599,816**

10'X5' BOX CULVERT RELOCATION  
PROPOSED CORRIDOR NO. 3

**Base Date: 01/08/20**

Spec Year: 19

Unit System: E

Work Type: DRAINAGE: BOX CULVERTS AND PIPE WORK

Highway Type:

Urban/Rural Type: URBAN CLASS

Season: SUMMER

County: CUYAHOGA

Latitude of Midpoint: 0

Longitude of Midpoint: 0

District: 12

Federal/State Project Number:

*Prepared by Euthenics, Inc. on 01/08/20*

Estimate:

<u>Line #</u>	<u>Item Number</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Extension</u>
	<u>Description</u> <u>Supplemental Description</u>				
Group 0001: Initial Group					
0005	201E11000 CLEARING AND GRUBBING	1	LS	\$5,000	\$5,000
0006	202E23000 PAVEMENT REMOVED	2,478	SY	\$13	\$32,214
0007	202E30000 WALK REMOVED	133	SF	\$2	\$266
0008	202E32000 CURB REMOVED	826	FT	\$3	\$2,478
0009	202E38200 GUARDRAIL REMOVED FOR REUSE	162	FT	\$4	\$648
0010	202E58100 CATCH BASIN REMOVED	1	EACH	\$430	\$430
0011	202E98200 REMOVAL MISC.: RETAINING WALL	100	FT	\$100	\$10,000
0012	302E46000 ASPHALT CONCRETE BASE, PG64-22	381	CY	\$186	\$70,866
0013	304E20000 AGGREGATE BASE	413	CY	\$70	\$28,910
0014	441E10000 ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (446), PG64-22	190	CY	\$260	\$49,400
0015	452E14050 10" NON-REINFORCED CONCRETE PAVEMENT, CLASS QC MS	195	SY	\$50	\$9,750
0016	511E46210 CLASS QC1 CONCRETE, RETAINING/WINGWALL INCLUDING FOOTING	190	LF	\$2,000	\$380,000
0017	605E14020 6" BASE PIPE UNDERDRAINS WITH GEOTEXTILE FABRIC	826	FT	\$12	\$9,912
0018	609E14000 CURB, TYPE 2-A	33	FT	\$34	\$1,122
0019	609E26000 CURB, TYPE 6	793	FT	\$21	\$16,653
0020	611E04400 12" CONDUIT, TYPE B	35	FT	\$95	\$3,325
0021	611E16400 36" CONDUIT, TYPE B	75	FT	\$165	\$12,375

Estimate:

<u>Line #</u>	<u>Item Number</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Extension</u>
	<u>Description</u> <u>Supplemental Description</u>				
0022	611E95000 10' X 5' CONDUIT, TYPE A, 706.05	428	FT	\$3,000	\$1,284,000
0023	611E99574 MANHOLE, NO. 3	1	EACH	\$6,000	\$6,000
0024	613E41200 LOW STRENGTH MORTAR BACKFILL	696	CY	\$74	\$51,504
0025	614E11000 MAINTAINING TRAFFIC	1	LS	\$55,000	\$55,000
0027	623E10000 CONSTRUCTION LAYOUT STAKES AND SURVEYING	1	LS	\$10,000	\$10,000
0028	624E10000 MOBILIZATION	1	LS	\$40,000	\$40,000

Total for Group 0001:\$2,079,853



CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2020 – 096

By: Mayor Perciak and All Members of Council

**AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ISSUE AND APPROVE CHANGE ORDER NO. 3 FOR AN INCREASE IN THE CONTRACT PRICE IN ACCORDANCE WITH THE PROVISIONS OF THE CONTRACT BETWEEN THE CITY OF STRONGSVILLE AND PERRAM ELECTRIC, INC., IN CONNECTION WITH THE STRONGSVILLE TRAFFIC SIGNAL UPGRADE PROJECT, AND DECLARING AN EMERGENCY.**

WHEREAS, pursuant to Ordinance No. 2019-117, Council authorized the Mayor to enter into a contract with Perram Electric, Inc., in connection with the Traffic Signal Upgrade Project, in the City of Strongsville, (the "Project"), in an amount not to exceed \$5,651,350.00; and

WHEREAS, thereafter, pursuant to Ordinance No. 2019-188, Council authorized the Mayor to issue and approve Change Order No. 1 for an adjustment in the contract price resulting in a net decrease of \$168,577.59 after including certain changes in the work performed on the Project by Perram Electric, Inc., and an adjusted new Project cost of \$5,482,772.41; and

WHEREAS, in addition, by and through Ordinance No. 2020-040, Council authorized the Mayor to issue and approve Change Order No. 2 for an increase in the contract price due to unforeseen conditions and extra work performed as requested by the City, in the amount of \$84,928.55, for a new total Project cost of \$5,567,700.96; and

WHEREAS, at this time, the City's authorized consultant on the Project, CT Consultants, Inc., has now recommended, and the City Engineer has determined, that extra work requested by the City is necessary, as well as reconciling conflicts due to unforeseen conditions, and therefore, it would be in the best interests of the City to include such additional changes in the work to be performed on the Project by Perram Electric, Inc., all as more fully set forth collectively in Exhibit A, attached hereto and incorporated herein as if fully rewritten, all resulting in an increase for Change Order No. 3 of \$97,780.90, and a new total Project cost of \$5,665,481.86.

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 issue and approve Change Order No. 3 to the contract in the amount of \$97,780.90, as recommended by the City's Consultant and City Engineer, and reflected collectively in Exhibit A; and after the issuance and approval of said Change Order No. 3 and compliance with the terms and conditions of the contract, to direct the Director of Finance to make payment to Perram Electric, Inc. in the additional amount of \$97,780.90, thereby increasing the total Project cost to \$5,665,481.86.

**Section 2.** That the funds necessary for this Ordinance have been appropriated and shall be paid from the General Capital Improvement Fund, the TIF Capital Improvement Fund, and such other Federal, State and local funds made available for the Project.

**CITY OF STRONGSVILLE, OHIO**  
**ORDINANCE NO. 2020 – 096**  
**Page 2**

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

**Section 4.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to provide for changes in the work in order to properly and timely complete the Project, to facilitate payment to the contractor for changes in the work, to avoid potential legal problems, and conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

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

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

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

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

ORD. No. 2020-096 Amended: \_\_\_\_\_  
 1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

**CHANGE ORDER**

Change Order No.: 3  
Date: June 18, 2020  
Agreement Date: August 1, 2019

Name of PROJECT: Strongsville Traffic Control - PID 97602

OWNER: Strongsville, Ohio  
CONTRACTOR: Perram Electric, Inc

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification: Referenced attached documentation  
\_\_\_\_\_  
\_\_\_\_\_

**Change to CONTRACT PRICE:**

Original CONTRACT PRICE: \$ 5,651,350.00

Current CONTRACT PRICE adjusted by  
Previous CHANGE ORDER \$ 5,567,700.96

The CONTRACT PRICE due to this CHANGE ORDER  
will be **increased** by: \$ 97,780.90

The FINAL CONTRACT PRICE including this  
CHANGE ORDER will be \$ 5,665,481.86

**Change to CONTRACT TIME:**

The CONTRACT TIME will be **increased** by \_\_\_\_\_  
(Calendar Days)

Original Completion Date March 18, 2021  
The date for completion of all WORK will be March 18, 2021  
(Date)

Requested by: [Signature] 6-24-20  
Dave Powell, Vice President (Date)  
Perram Electric, Inc

Recommended by: \_\_\_\_\_ (Date)  
Brian Meluch, P.E.  
CT Consultants, Inc

Recommended by: [Signature] 6.24.2020  
Chris Brubaker (Date)  
CT Consultants, Inc

Accepted by: \_\_\_\_\_ (Date)  
Ken Mikula, P.E., Strongsville City Engineer  
City of Strongsville, OH

Federal Agency Approval  
(where applicable) \_\_\_\_\_ (Date)





# Summary of Review Totals

## Proposed Change Order Number 3

<u>Item No.</u>		<u>Value of Extra Work</u>
3-1 15	Fiber Optic delete. City opted to utilize a different method of interconnecting intersections.	(\$250,307.09)
3-2 43	Pearl & Sprague - The plans required the cabinet foundation to be enlarged, which caused Perram to have to trim back the guardrail to make room for it.	\$347.75
3-3 45 & 46	#45- Contractor discovered a broken coupler at cont-1 (Sprague & Mohawk) and repaired with a Fernco fitting. #46- Perram excavating a 3" conduit at Sprague & Mohawk due to a blockage in the line. Line is under curbside, filled with water and debris	\$1,689.71
3-4 48	PathMaster had to visit site to get Centracs installed on City VM ware and retrieve the existing database timings from ARIES. This work was not specified in the original contract.	\$1,296.00
3-5 49	Found buried concrete foundations at Prospect & Albion, 2 locations, caused conflict with installing new pull box and extending cabinet foundation. Old foundations were not shown in the plans.	\$814.88
3-6 50 & 57	#50- During Cont-1 foundation modification at Prospect & Fair, the contractor discovered open joint on 4" metal conduit which required repair. #57- Found buried concrete foundations at Royalton & Howe, causing conflict with the installation of the 2" conduit.	\$729.64
3-7 59 & 60	Attempted rodding & cleaning at Drake/Prospect and Pearl/Knowlton led to excavation of existing conduit to try to find breaks and perform repair. Existing conduit is full of debris to the point no more conductors can be added to the run.	\$2,434.38

3-8 64	Elevation of existing pull box in walk at Royalton & 71SB was too high. Perram excavated and lowered it to meet the concrete forms in place.	\$347.33
3-9 69	Extra cost for the upgrade of grass seed mix. City has a standard blend used in right-of-ways. This mix will better match the existing treelawns and provide better aesthetics.	\$523.25
3-10 72	Conduit is blocked at Pearl & Falling Water. Contractor spent the day trying to get fiberglass rod into the conduit and create an opening to pull signal cable. Could not get the blockage removed.	\$2,232.98
3-11 67	Broken sanitary force main coming fom BP station at Howe & 82. The directional drill went through it when installing the 4" conduit.	\$9,644.03
3-12	The following items have surpassed the contract plan quantity. They are included below as change order quantities to become eligible for payment above plan quantity.	
Reference #1	WALK REMOVED, AS PER PLAN is 14,252.8 SF over the bid amount.	\$78,390.40
Reference #2	CURB REMOVED, AS PER PLAN is 1,147.6 FT over the bid amount	\$9,926.74
Reference #3	4" CONCRETE WALK is 5,724.75 SF over the bid amount	\$77,856.60
Reference #4	CURB RAMP is 9,031.75 SF over the bid amount	\$122,831.80
Reference #5	DETECTABLE WARNING, AS PER PLAN is 572 SF over the bid amount	\$25,740.00
Reference #6	CURB, TYPE 6 is 632.5 FT over the bid amount	\$13,282.50

**Final Amount Change Order #3**

**\$97,780.90**

CITY OF STRONGSVILLE, OHIO  
ORDINANCE NO. 2020 - 097  
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 2020-085.

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:

<u>General Fund - 101</u>					
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
<b>101 Total General Fund</b>		<b>\$ 18,831,400.00</b>	<b>\$ 8,268,700.00</b>	<b>\$ 10,182,000.00</b>	<b>\$ 37,282,100.00</b>
<u>Special Revenue Funds - 200</u>					
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	852,000.00	-	8,634,200.00
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	300,000.00	289,160.00	-	589,160.00
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
<b>200 Total Special Revenue Funds</b>		<b>\$ 21,082,000.00</b>	<b>\$ 19,872,293.00</b>	<b>\$ -</b>	<b>\$ 40,954,293.00</b>
<u>Debt Service Funds - 300</u>					
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	-	-	-	-
<b>300 Total Debt Service Funds</b>		<b>\$ -</b>	<b>\$ 5,231,100.00</b>	<b>\$ -</b>	<b>\$ 5,231,100.00</b>



**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
	<b>Total General Fund</b>	<b>\$ 18,831,400.00</b>	<b>\$ 8,268,700.00</b>	<b>\$ 10,182,000.00</b>	<b>\$ 37,282,100.00</b>
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	-	106,000.00	-	106,000.00
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	300,000.00	289,160.00	-	589,160.00
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
	<b>Total Special Revenue Funds</b>	<b>\$ 21,082,000.00</b>	<b>\$ 19,872,293.00</b>	<b>\$ -</b>	<b>\$ 40,954,293.00</b>

**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	-	-	-	-
	<b>Total Debt Service</b>	<b>\$ -</b>	<b>\$ 5,231,100.00</b>	<b>\$ -</b>	<b>\$ 5,231,100.00</b>
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
	<b>Total Capital Projects</b>	<b>\$ -</b>	<b>\$ 24,291,250.00</b>	<b>\$ -</b>	<b>\$ 24,291,250.00</b>
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	919,000.00	-	2,064,600.00
512504	Sewer Capital Improvements	-	3,112,500.00	-	3,112,500.00
512505	Sewer Debt Payments	-	375,135.00	-	375,135.00
	<b>Total Sanitary Sewer</b>	<b>\$ 1,816,200.00</b>	<b>\$ 8,035,035.00</b>	<b>\$ -</b>	<b>\$ 9,851,235.00</b>
661000	Health Insurance Reserve	-	6,677,900.00	-	6,677,900.00
664000	Workers Compensation Reserve	-	1,191,000.00	-	1,191,000.00
	<b>Total Internal Service</b>	<b>\$ -</b>	<b>\$ 7,868,900.00</b>	<b>\$ -</b>	<b>\$ 7,868,900.00</b>
	<b>GRAND TOTAL</b>	<b>\$ 41,729,600.00</b>	<b>\$ 73,567,278.00</b>	<b>\$ 10,182,000.00</b>	<b>\$ 125,478,878.00</b>

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2020 – 098

By: Mayor Perciak and All Members of Council

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

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

WHEREAS, this Council wishes to take advantage of that opportunity in connection with the purchase of one (1) new Western Star 4700SB Front Axle cab and chassis unit, with appurtenances, through the State of Ohio Department of Transportation Contract No. 023-20, for use by the Service Department of the City.

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

**Section 1.** That Council approves and authorizes the Mayor's request for authority in the name of the City of Strongsville to participate in the Ohio Department of Transportation contract with **CLEVELAND FREIGHTLINER, INC. dba VALLEY FREIGHTLINER, INC.** for the purchase of one (1) new Western Star 4700SB Front Axle cab and chassis unit, with appurtenances, for use by the Service Department of the City, which contract the Department will have entered into pursuant to Revised Code Section 5513.01(B), in an amount not to exceed \$99,394.00, and as reflected on Exhibit A attached hereto.

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

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

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2020 – 098

Page 2

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

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

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

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

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

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

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

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

ORD. No. 2020-098 Amended: \_\_\_\_\_

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

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

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

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

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



Prepared for:  
 Mike Gallagher  
 ODOT 02320 STRONGSVILLE  
 CITY OF  
 16099 FOLTZ INDUSTRIAL  
 PKWY

STRONGSVILLE, OH 44149  
 Phone: 440-580-3176

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

## Q U O T A T I O N

### 4700 SET-BACK FRONT AXLE CHASSIS

SET BACK AXLE - TRUCK	20,000# TAPERLEAF FRONT SUSPENSION
CUM L9 370 HP @ 2000 RPM, 2100 GOV RPM, 1250 LB/FT @ 1400 RPM	110 INCH BBC STEEL CONVENTIONAL CAB
ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	6000MM (236 INCH) WHEELBASE
RS-30-185 30,000# U-SERIES SINGLE REAR AXLE	11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI
30,000# FLAT LEAF SPRING REAR SUSPENSION WITH RADIUS ROD	975MM (38 INCH) REAR FRAME OVERHANG
DETROIT DA-F-20.0-5 20,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE	1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT

			PER UNIT		TOTAL
VEHICLE PRICE	TOTAL # OF UNITS (1)	\$	96,612	\$	96,612
EXTENDED WARRANTY		\$	2,782	\$	2,782
DEALER INSTALLED OPTIONS		\$	0	\$	0
<b>CUSTOMER PRICE BEFORE TAX</b>		<b>\$</b>	<b>99,394</b>	<b>\$</b>	<b>99,394</b>

### TAXES AND FEES

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

### TRADE-IN

TRADE-IN ALLOWANCE	\$	(0)	\$	(0)
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BALANCE DUE	(LOCAL CURRENCY)	\$	99,394	\$	99,394
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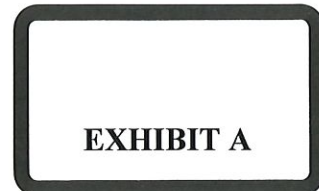
**Chassis pricing based under Ohio Department of Transportation contract 023-20 cooperative pricing with selected or standard truck warranty. Please consult with your body builder to assure all dimensions and necessary chassis components are included the specification. All specifications and pricing is subject to final engineering review.**

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

APPROVAL:

Please indicate your acceptance of this quotation by signing below:

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



CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2020 – 099

By: Mayor Perciak and All Members of Council

**AN ORDINANCE REQUESTING PARTICIPATION IN OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES CONTRACTS FOR THE PURCHASE OF ONE (1) 2110 COMBINATION SEWER CLEANER (VACTOR), WITH RELATED APPURTENANCES, FOR USE BY THE SERVICE DEPARTMENT OF THE CITY; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO DO ALL THINGS NECESSARY TO ENTER INTO AN AGREEMENT IN CONNECTION THEREWITH; AND DECLARING AN EMERGENCY.**

WHEREAS, through passage of Ordinance No. 2020-098, Council authorized the Mayor to enter into a contract for the purchase of one (1) new Western Star 4700SB Front Axle cab and chassis unit, with appurtenances, for use by the City's Service Department; and

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

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

WHEREAS, this Council wishes to take advantage of that opportunity in connection with the purchase of one (1) 2110 Combination Sewer Cleaner (Vactor), with related appurtenances (Schedule No. 800724, Index No. STS670), for use by the Service Department of the City;

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

**Section 1.** That the Mayor be and is hereby authorized and directed to request authority in the name of the City of Strongsville to participate in the Ohio Department of Administrative Services contract with **JACK DOHENY COMPANIES, INC., authorized dealer for VACTOR MANUFACTURING, INC.**, for the purchase of one (1) 2110 Combination Sewer Cleaner (Vactor), with related appurtenances, which the Department has entered into pursuant to Revised Code Section 5513.01(B), in an amount not to exceed \$323,538.00, and as reflected on Exhibit A, attached hereto.

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

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

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

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

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

\_\_\_\_\_  
 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. 2020-099 Amended: \_\_\_\_\_  
 1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_



Date: 5/12/2020  
Branch: 11

**VACTOR**<sup>®</sup>  
Subsidiary of Federal Signal Corporation

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

City of Strongsville  
16099 Foltz Pkwy  
Strongsville, OH 44136  
(440) 238-5720

PROPOSAL ID: 14536

[DOHENYCOMPANY.COM](http://DOHENYCOMPANY.COM)

QTY	Option Number	Description	Ohio STS Price	Selected Options
1	2110P	2110 Combination Sewer Cleaner requiring a 46,000 GVW single axle cab and chassis with a 370 HP min. diesel engine and a 3000 series Allison automatic transmission	\$ 223,382.00	\$ 223,382.00
1	020PSTD	Double Acting Hoist Cylinder	STD	STD
1	026PSTD	Ex-Ten Steel Cylindrical Debris Tank	STD	STD
1	045PSTD	Suction Tube Storage - 4 Pipe	STD	STD
1	1001PSTD	Flat Rear Door w/Hydraulic Locks	STD	STD
1	1005PSTD	Dual Stainless Steel Float Shut Off System	STD	STD
1	1024PSTD	Debris Body Vacuum Relief System	STD	STD
1	1031PSTD	Debris Deflector Plate	STD	STD
1	1032PSTD	48" Dump Height	STD	STD
1	2023PSTD	Liquid Float Level Indicator	STD	STD
1	1003P	Debris Body Washout	\$ 1,430.00	\$ 1,430.00
1	1003PB	Rear Door Valve Flushout	\$ 406.00	\$ 406.00
1	1005PA	S.S Float Ball Cage for Float Shut Off System	\$ 541.00	\$ 541.00
1	1008P	6" Rear Door Knife Valve w/Camloc, 3:00 position	\$ 1,175.00	\$ 1,175.00
1	1014P	Centrifugal Separators (Cyclones)	\$ 4,998.00	\$ 4,998.00
1	5029P	Cyclone Flush Out	\$ 472.00	\$ 472.00
1	1015P	Folding Pipe Rack, Curbside	\$ 992.00	\$ 992.00
1	1015PA	Folding Pipe Rack, Streetside	\$ 992.00	\$ 992.00
1	1022P	Rear Door Splash Shield	\$ 1,455.00	\$ 1,455.00
1	1023P	Lube Manifold	\$ 2,161.00	\$ 2,161.00
1	1023PA	Plastic Lube Chart	\$ 60.00	\$ 60.00
1	1041P	Body-Up Alarm	\$ 864.00	\$ 864.00
1	Vacuum System	Single Engine Single Stage Fan	STD	STD
1	016PSTD	Color Coded Sealed Electrical System	STD	STD
1	018PSTD	Remote Pendant Control With 35' Cord	STD	STD
1	1016PSTD	SS Microstrainer Prior to Blower	STD	STD
1	4010PSTD	Boom Hose Storage, Post	STD	STD
1	6017PSTD	Hydraulic Shutoff Valves	STD	STD
1	7006PSTD	Tachometer & Hourmeter for Centrifugal Compressor	STD	STD
1	7007PSTD	Tachometer & Hourmeter/Blower	STD	STD
1	S390ASTD	8" Vacuum Pipe Package	STD	STD
1	4015P	180 deg. 10ft Telescoping Boom	\$ 14,606.00	\$ 14,606.00
1	4006PSTD	Front Joystick Boom Control	STD	STD
1	4011PB	Bellypack Wireless Controls	\$ 2,944.00	\$ 2,944.00
1	4022PD	Telescopic Boom Elbow, Nickel Plated - EXTENDED LIFE	\$ 382.00	\$ 382.00
1	5023P	Fan Flushout System	\$ 485.00	\$ 485.00
1	2014PSTD	1000 Gallons STD (10 yrd)	STD	STD
1	5002PA	80 GPM/2500 PSI	STD	STD
1	025PSTD	Handgun Assembly w/35' x 1/2" Hose & Quick Disconnects	STD	STD
1	030PSTD	Flexible Hose Guide	STD	STD
1	032PSTD	(3) Nozzles with Carbide Inserts w/Rack	STD	STD
1	2022PSTD	Additional Water Tank Sight Gauge	STD	STD
1	5011PSTD	3" Y-Strainer @ Water Pump w/3" Drain Valve	STD	STD
1	5014PSTD	1" Water Relief Valve	STD	STD
1	5015PSTD	Midship Handgun Coupling	STD	STD
1	5022PSTD	Side Mounted Water Pump	STD	STD
1	6007PSTD	Hose Reel Manual Hyd Extend/Retract	STD	STD
1	6009PSTD	Hose Reel Chain Cover	STD	STD
1	6020PBSTD	Hydraulic Extending 15", Rotating Hose Reel	STD	STD

1	2001PSTD	Low Water Light w/Alarm and Water Pump Flow Indicator	STD	STD
1	6005PDSTD	Digital Footage Counter	STD	STD
1	2011PSTD	3" Y-Strainer at Passenger Side Fill, with 25' Fill Hose	STD	STD
1	2004P	Continuous Water Tank Fill	\$ 1,693.00	\$ 1,693.00
1	2006P	Air Purge	\$ 1,236.00	\$ 1,236.00
1	3019PSTD	Digital Water Pressure Gauge	STD	STD
1	3020P	Digital Water Level Indicator	\$ 647.00	\$ 647.00
1	5008PB	Cold Weather Recirculator, PTO Driven, 25 GPM	\$ 1,639.00	\$ 1,639.00
1	5010PSTD	Jet Rodder Water System Accumulator	STD	STD
1	5021P	Hydro Excavation Kit/Retract Reel w/50' Hose and Nozzle	\$ 3,273.00	\$ 3,273.00
1	6003PC	800' x 1" Piranha Sewer Hose 2500 PSI	\$ 1,690.00	\$ 1,690.00
1	6004PB	Hose Wind Guide, Auto, Indexing	\$ 4,958.00	\$ 4,958.00
1	6019P	Rodder Pump Drain Valves	\$ 475.00	\$ 475.00
1	8001PB	Rear, Signal Master LED Arrow Stick, 8 Lights	\$ 1,963.00	\$ 1,963.00
1	8020PE	DOT 3 Lighting Package, 6 Federal Signal Strobe Lights	\$ 2,055.00	\$ 2,055.00
1	8028P	Worklights (2), LED, All booms	\$ 745.00	\$ 745.00
1	8029PA	Worklight, LED, Operators Station	\$ 626.00	\$ 626.00
1	8029PC	Worklight, LED, Curb Side	\$ 470.00	\$ 470.00
1	9021PA	Camera System, Front and Rear	\$ 600.00	\$ 600.00
1	010PSTD	48w x 22h x 24d Curbside Toolbox	STD	STD
1	9023P	Safety Cone Storage Rack - Drop in Style	\$ 156.00	\$ 156.00
1	9070PA	Toolbox, Front Bumper Mounted, 16 x 12 x 18	\$ 1,882.00	\$ 1,882.00
1	9071PE	Toolbox, Behind Cab	\$ 3,002.00	\$ 3,002.00
1	011PSTD	Aluminum Fenders	STD	STD
1	012PSTD	Mud Flaps	STD	STD
1	7001PSTD	Tachometer/Chassis Engine w/Hourmeter	STD	STD
1	7003PSTD	Water Pump Hour Meter	STD	STD
1	7004PSTD	PTO Hour Meter	STD	STD
1	8000PSTD	Circuit Breakers	STD	STD
1	8025PSTD	LED Lights, Clearance, Back-up, Stop, Tail & Turn	STD	STD
1	9002PSTD	Tow Hooks, Front	STD	STD
1	9002PSTD	Tow Hooks, Rear	STD	STD
1	9003PSTD	Electronic Back-Up Alarm	STD	STD
1	S560STD	Emergency Flare Kit	STD	STD
1	S590STD	Fire Extinguisher 5 Lbs.	STD	STD
1	Earthquaker	EARTHQUAKER PLUS -High Performance Excavation Gun	\$ 1,067.00	\$ 1,067.00
1	20836-30	Hydrant Wrenches	\$ 16.00	\$ 16.00

Subtotal: \$ 285,538.00

**Non-STS Options:**

Sale Price

1	Stainless Steel Debris Body Package	304 Stainless Steel Debris Body Package to include Debris Body, Rear Door, Bulkhead, Cyclones, Transition Duct work and Inner Boom Tube	\$ 38,000.00	\$ 38,000.00
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**Total: \$ 323,538.00**

- Acceptance of this Proposal is subject to availability of the Equipment listed above.
- Sales Price does not include any applicable sales taxes. Buyer is responsible for and agrees to pay all applicable sales
- The Sale of New Equipment Terms and Conditions are incorporated into and made a part of this Proposal upon acceptance and execution of this Proposal by both parties.
- Execution of this Proposal by Seller and Buyer constitutes a binding agreement between the parties.

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2020 – 100

By: Mayor Perciak and All Members of Council

A RESOLUTION GRANTING PERMISSION TO REPURCHASE CERTAIN CERTIFICATES FOR BURIAL RIGHTS IN THE STRONGSVILLE MUNICIPAL CEMETERY.

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

Section 1. That pursuant to Codified Ordinance Section 1060.09, this Council hereby authorizes the repurchase by the City of Strongsville of a certificate for burial rights in the Strongsville Municipal Cemetery for Graves B, D and F, in Lot 15 of Section F from Margaret Krupa, at the same price that was originally paid therefor.

Section 2. That the funds for the repurchase of said certificate have been appropriated and shall be paid from the General Fund.

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

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

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

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

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

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

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

RES  
ORD. No. 2020-100 Amended: \_\_\_\_\_  
1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

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

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2020 – 101

By: Mayor Perciak and All Members of Council

A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE  
A REQUEST FOR PROPOSALS FOR A MUNICIPAL  
INSURANCE PROGRAM COMMENCING DECEMBER 1, 2020.

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 a request for proposals for a Municipal Insurance Program commencing December 1, 2020 to include various insurance coverages including liability, property and casualty, public officials, cyber crime, and others, as recommended by the City's independent insurance consultant, and in accordance with the request for proposals and other documents on file in the office of the Director of Finance, which are, in all respects, hereby approved.

**Section 2.** That the funds for the purposes of this Resolution have been appropriated and shall be paid from the General Fund; Street Construction, Maintenance & Repair Fund; Fire Levy Fund; Multi-Purpose Complex 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 this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

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

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

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

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

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

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

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

**RES**  
ORD. No. 2020-101 Amended: \_\_\_\_\_  
1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

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