

City of Strongsville

16099 Foltz Parkway
Strongsville, Ohio 44149-5598
Phone: 440-580-3110
www.strongsville.org

City Council

James A. Kaminski
Ward 1

Annmarie P. Roff
Ward 2

Thomas M. Clark
Ward 3

Gordon C. Short
Ward 4

Joseph C. DeMio
At-Large

James E. Carbone
At-Large

Kelly A. Kosek
At-Large

Aimee Pientka, MMC
Clerk of Council

June 1, 2023

MEETING NOTICE

City Council has scheduled the following meetings for **Monday, June 5, 2023**, 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. 2023-058, 2023-071, 2023-076, 2023-077, 2023-078, 2023-079, 2023-080 and Resolution No. 2023-081.

Public Safety & Health Committee will meet to discuss Ordinance No. 2023-082.

Recreation & Community Services will meet to discuss Ordinance No. 2023-083.

Communications & Technology Committee will meet to discuss Ordinance No. 2023-084.

8:00 P.M.

Regular Council Meeting

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

BY ORDER OF THE COUNCIL:

Aimee Pientka, MMC
Clerk of Council

STRONGSVILLE CITY COUNCIL REGULAR MEETING

MONDAY, JUNE 5, 2023 AT 8:00 P.M.

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

AGENDA

1. CALL TO ORDER:
2. PLEDGE OF ALLEGIANCE:
3. CERTIFICATION OF POSTING:
4. ROLL CALL:
5. COMMENTS ON MINUTES:
 - *Regular Council Meeting – May 15, 2023*
6. PUBLIC HEARING:
 - Ordinance No. 2023-058 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 8810 PEARL ROAD (PPNs 395-06-009; 395-06-010; 395-06-011; 395-06-012) IN THE CITY OF STRONGSVILLE FROM GB (GENERAL BUSINESS) CLASSIFICATION TO R-RS (RESTAURANT-RECREATIONAL SERVICES) CLASSIFICATION, AND DECLARING AN EMERGENCY. *First reading and referred to the Planning Commission 04-03-23. Favorable recommendation by the Planning Commission 04-13-23. Second reading 04-17-23. Public hearing 06-05-23.*
7. APPOINTMENTS, CONFIRMATIONS, AWARDS AND RECOGNITION:
8. REPORTS OF COUNCIL COMMITTEE:
 - SCHOOL BOARD – Clark
 - BUILDING & UTILITIES – Clark
 - SOUTHWEST GENERAL HEALTH SYSTEM – Short
 - ECONOMIC DEVELOPMENT – Short
 - PUBLIC SERVICE AND CONSERVATION – DeMio
 - FINANCE – Kosek
 - PLANNING, ZONING AND ENGINEERING – Kaminski
 - PUBLIC SAFETY AND HEALTH – Kaminski
 - RECREATION AND COMMUNITY SERVICES – Roff
 - COMMUNICATIONS AND TECHNOLOGY – Carbone
 - COMMITTEE-OF-THE-WHOLE – Carbone

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

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

10. AUDIENCE PARTICIPATION:

11. ORDINANCES AND RESOLUTIONS:

- Ordinance No. 2023-058 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 8810 PEARL ROAD (PPNs 395-06-009; 395-06-010; 395-06-011; 395-06-012) IN THE CITY OF STRONGSVILLE FROM GB (GENERAL BUSINESS) CLASSIFICATION TO R-RS (RESTAURANT-RECREATIONAL SERVICES) CLASSIFICATION, AND DECLARING AN EMERGENCY. *First reading and referred to the Planning Commission 04-03-23. Favorable recommendation by the Planning Commission 04-13-23. Second reading 04-17-23. Public hearing 06-05-23.*
- Ordinance No. 2023-071 by Mayor Perciak and All Members of Council. AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN VACANT PROPERTY LOCATED ON MARKS ROAD, IN THE CITY OF STRONGSVILLE, FROM GI-A (GENERAL INDUSTRIAL-A) CLASSIFICATION TO RT-C (TOWNHOUSE-CLUSTER) CLASSIFICATION (PORTION OF PPN 394-07-001), AND DECLARING AN EMERGENCY. *First reading and referred to the Planning Commission 05-15-23. Favorable recommendation by the Planning Commission 05-25-23.*
- Ordinance No. 2023-076 by Mayor Perciak and All Members of Council. AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN PROPERTIES LOCATED IN THE CITY OF STRONGSVILLE, ON ROYALTON ROAD, BEING ALL OF PPNs 393-18-003, 393-18-004 AND 393-18-005, FROM R1-75 (ONE FAMILY 75) CLASSIFICATION TO PF (PUBLIC FACILITIES) CLASSIFICATION, AND DECLARING AN EMERGENCY.
- Ordinance No. 2023-077 by Mayor Perciak and All Members of Council. AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO ENTER INTO A REAL ESTATE EXCHANGE AGREEMENT BETWEEN THE CITY OF STRONGSVILLE, OHIO AND THE STRONGSVILLE CHAMBER OF COMMERCE, LLC, AND DECLARING AN EMERGENCY.
- Ordinance No. 2023-078 by Mayor Perciak and All Members of Council. AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO ENTER INTO A CROSS ACCESS EASEMENT FOR INGRESS, EGRESS, PARKING AND CERTAIN UTILITIES BETWEEN THE CITY OF STRONGSVILLE, OHIO AND THE STRONGSVILLE CHAMBER OF COMMERCE, LLC, AND DECLARING AN EMERGENCY.

- Ordinance No. 2023-079 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE STRONGSVILLE WHITNEY ROAD COVERED BRIDGE PROJECT (CUY-WHITNEY ROAD BRIDGE PID NO. 111574) IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Ordinance No. 2023-080 by Mayor Perciak and All Members of Council. AN ORDINANCE ENACTING A NEW CHAPTER 1275 OF TITLE SIX OF PART TWELVE OF THE PLANNING AND ZONING CODE OF THE CITY'S CODIFIED ORDINANCES CONCERNING ELECTRIC VEHICLE CHARGING STATIONS, AND DECLARING AN EMERGENCY.
- Resolution No. 2023-081 by Mayor Perciak and All Members of Council. A RESOLUTION CONFIRMING PLANNING COMMISSION APPROVAL OF THE SITE PLAN FOR A NEW COMMUNITY PLAYGROUND, INTERACTIVE FOUNTAIN, PAVILION AND RECREATION AMENITIES ON BASEBALL FIELDS LOCATED NEXT TO THE WALTER F. EHRSFELT RECREATION & SENIOR CENTER, AND KNOWN AS THE STRONGSVILLE TOWN CENTER PROJECT, AND DECLARING AN EMERGENCY.
- Ordinance No. 2023-082 by Mayor Perciak and All Members of Council. AN ORDINANCE APPROVING PURCHASES OF SUPPLEMENTAL SPECIALTY ITEMS, EQUIPMENT, AND INSTALLATION OF ACCESSORIES NECESSARY TO PROPERLY OUTFIT NEW VEHICLES SEPARATELY PURCHASED FOR USE BY THE POLICE DEPARTMENT; AUTHORIZING THE MAYOR TO ENTER INTO CONTRACTS WITH VARIOUS VENDORS, WITHOUT PUBLIC BIDDING; AND DECLARING AN EMERGENCY.
- Ordinance No. 2023-083 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ISSUE AND APPROVE A CHANGE ORDER (FINAL) FOR AN INCREASE IN THE CONTRACT PRICE AND IN ACCORDANCE WITH THE PROVISIONS OF THE CONTRACT BETWEEN THE CITY OF STRONGSVILLE AND RFC CONTRACTING, INC., IN CONNECTION WITH THE NATATORIUM RENOVATIONS AT THE WALTER F. EHRSFELT RECREATION & SENIOR CENTER, AND DECLARING AN EMERGENCY.
- Ordinance No. 2023-084 by Mayor Perciak and All Members of Council. AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH KRONOS INCORPORATED FOR A SUBSCRIPTION FOR THE RENEWAL OF THE KRONOS WORKFORCE DIMENSIONS TIMEKEEPING INFORMATION TECHNOLOGY SOFTWARE AND SERVICES FOR USE BY THE FINANCE AND HUMAN RESOURCES DEPARTMENTS OF THE CITY OF STRONGSVILLE, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.

12. COMMUNICATIONS, PETITIONS AND CLAIMS:

Application for Permit: **NEW – D2-D3:** To: KHP Strongsville LLC. **DBA: KPOT**
2 Southpark Center, Strongsville, Ohio 44136 (Responses must be postmarked no later than 06/12/2023).

Application for Permit: **TRFO – D1-D2- D3-D6:** To: **Rico's Tacos & Tequila #2 LLC,**
15315 Pearl Road & Patio, Strongsville, Ohio 44136 (Responses must be postmarked no later than 06/12/2023).

13. MISCELLANEOUS BUSINESS:

14. ADJOURNMENT:

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2023 – 058

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 8810 PEARL ROAD (PPNs 395-06-009; 395-06-010; 395-06-011; 395-06-012) IN THE CITY OF STRONGSVILLE FROM GB (GENERAL BUSINESS) CLASSIFICATION TO R-RS (RESTAURANT-RECREATIONAL SERVICES) CLASSIFICATION, 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 8810 Pearl Road (PPNs 395-06-009; 395-06-010; 395-06-011; 395-06-012), in the City of Strongsville, from GB (General Business) classification to R-RS (Restaurant-Recreational Services) classification, which property is more fully described in Exhibit "A" and depicted in Exhibit "B," all attached hereto and incorporated herein by reference.

Section 2. That the Clerk of Council is hereby authorized to cause the necessary changes on the Zoning Map to be made in order to reflect the 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, to enhance economic development 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 3, 2023

Referred to Planning Commission

Second reading: April 17, 2023

April 4, 2023

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2023 - 058

Page 2

Third reading: _____

Public Hearing: June 5, 2023

President of Council

Date Passed: _____

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

Favorable recommendation
Approved: by Planning Commission
April 13, 2023

Approved: _____
Mayor

Date Approved: _____

Attest: _____
Clerk of Council

Ord. No. 2023-058 Amended: _____
1st Rdg. 04-03-23 Ref: P2E/PL
2nd Rdg. 04-17-23 Ref: P2E
3rd Rdg. _____ Ref: _____
Favorable recommendation
by PL 04-13-23

Public Hrg 06-05-23 Ref: _____
Adopted: _____ Defeated: _____

Record Description

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

And known as being Sublots Nos. 74, 75, 76, 77, in H.F. Redick's Metropolitan Estates No. 1 Subdivision, of part of Original Strongsville Township Lots Nos. 50 and 51, as shown by the recorded plat in Volume 111 of Maps, page 18, of the Cuyahoga County Records, and together forming a parcel of land having a frontage of 175 feet on the Northwestern side of Pearl Road, 39.27 feet on the curved turnout between said Northwestern line and the Northeasterly line of Broxton Drive, and extending back 150 feet deep on the line, 125.03 feet on the Southwesterly line, being also in the Northeasterly line of Broxton Drive, and is 201.70 feet wide in the rear, as appears by said plat.

PPN: 395-08-009 (including 395-08-010, 011, and 012)

The lands surveyed, shown and described hereon are the same lands as described in the Title Commitment provided by Chicago Title Insurance Company, Commitment No. 2253620327, dated September 8, 2022.

8810 Pearl Road
NV5 Project No. 202205802, 001
Village Motel
8810 Pearl Road, Strongsville, OH 44138

based upon Title Commitment No. 2253620327
of Chicago Title Insurance Company
bearing an effective date of 9/08/2022 at 8:59 a.m.

Surveyor's Certification

To: Chicago Title Insurance Company; DB Operating Company, a Delaware corporation and Bock & Clark Corporation, an NV5 Company.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1 (except those States exempt), 2, 3, 4, 6a, 6b, 7a, 7b1, 7c, 8, 9, 10, 13, 14, 16, 17, and 19 of Table A thereof. The field work was completed on October 20, 2022.



David J. Kuethe
Registration No. 7911
In the State of Ohio
Date of Survey: October 20, 2022
Date of Last Revision: January 18, 2023
Network Project No. 202205802-001 CMP



EXHIBIT A

Surveyor was not provided rating information by client pursuant to item 5(i) of Table A

Surveyor was not provided rating information by client pursuant to item 5(i) of Table A

13 Reservations, restrictions, comments, limitations, assessments and/or other conditions as set forth

- ¹³ Reservations, restrictions, comments, indications, statements and/or other conditions as set forth in part 14, of Franchise Solicitation Documents (i.e., filed for record April 7, 1928 in Volume 111 of the Cuyahoga County Records) and in part 14, of the Cuyahoga County Records (i.e., filed for record April 7, 1928 in Volume 111 of the Cuyahoga County Records) and in part 14, of the Cuyahoga County Records (i.e., filed for record April 7, 1928 in Volume 111 of the Cuyahoga County Records) are as shown herein. The time shown herein is not clearly stated in the provided Plat.



The monument's referenced hereon (found or set) are in good condition and undisturbed (unless

- [illegible]

F_2	Year/No. Formed	Formed after bankruptcy
1	1990/1	0
2	1990/1	0
3	1990/1	0
4	1990/1	0
5	1990/1	0
6	1990/1	0
7	1990/1	0
8	1990/1	0
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10	1990/1	0
11	1990/1	0
12	1990/1	0
13	1990/1	0
14	1990/1	0
15	1990/1	0
16	1990/1	0
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94	1990/1	0
95	1990/1	0
96	1990/1	0
97	1990/1	0
98	1990/1	0
99	1990/1	0
100	1990/1	0

- [illegible]

Zones(s) X of the Flood Insurance Rate Map. Community No. 17 is an effective date of December 3, 2019 and is not in a Special Use Area (http://www.fema.gov) by Institute created on October 1, 2019. The community is currently participating in the program. No flood insurance was

Date	Description	Date	Description
1/1/2022	N/A Comments	30/06/2022	XXXXXX
1/1/2023	Client Comments		

☐ A Company is over the property line by a maximum distance of 8 feet.

☐ B Building is on the possible foundation line.

This survey was prepared for the purposes of this real estate transaction only and no further parties other than those certified above shall rely on it for any other purpose or transaction.

[illegible]

6810 Pearl Road
NYS Project No. 20220602, 101
Village Motor
6810 Pearl Road, Strongsville, OH 44136
based upon Title Commitment No. 225320327
of Chicago Star Insurance Company
having an effective date of 6/6/2022 at 6:59 a.m.

To: Chicago Title Insurance Company, DRI Operating Company, a Delaware corporation and North & Clark Corporation, an NVS Company



Displan
David A. Displan
Registration No. 7911
In the State of Ohio
Date of Survey: October 20, 2022
Date of Last Extension: January 18, 2023
Network Project No. 202209662-001 CM

Sheet 1 of 1

Rock & Clark Corporation
an NV5 Company

NVS
an NVS Company

Transaction Services
1-800-SURVEYS (787-8397)
3550 W. Market Street, Suite 200, Akron, Ohio 44333
www.BockandClark.com
maywehelpyou@bockandclark.com
www.NV5.com

SURVEY • ZONING • ENVIRONMENTAL • ASSESSMENT
Readings and Notes \$29.95/Volume/Year

EXHIBIT B

PETITION FOR ZONING CHANGE

Ordinance Number: 2023-058

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 GB use to a class R-RS use.

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

The request for the zoning change is due to the fact that while the General Business district does permit a restaurant, it does not permit it as a single business on the property. A zoning change to Restaurant-Recreational Services will permit a single business on the property.

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

A restaurant would be permitted on the property if it had a shared party wall with another similar business. The zoning change does not materially change the permitted use on the property.
The additional of a Dunkin' in keeping with other nearby businesses along Pearl Road.

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

1. Schematic Site Plan for Proposed Dunkin'
2. Schematic Exterior Elevations for Proposed Dunkin'
3. ALTA Survey

THE PROPOSED USE OF THE PROPERTY IS: Dunkin' drive thru and dine in restaurant.

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

Name: Elizabeth Eaken, Architect (as limited agent to purchaser)

Address: 175 East Erie Street, Suite 303 Kent, Ohio 44240

Telephone Number: 330-221-4261

Eva C. Shepard
Signature of Owner(s)

State of Ohio)
County of Cuyahoga)

Sworn to and subscribed in my presence this 27th day of March, 2023



KOURTNEY THOMAS
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES
03-12-24

[Signature]
Notary Public
My commission expires: 8-12-24

* 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: 2023-058

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: 8810 Pearl Road

Permanent Parcel No.: PPN 395-06-009, 395-06-010, 395-06-011, 395-06-012

The property is bounded by the following streets: (indicate direction; i.e., north, south, etc.) Northwest corner of Pearl Road and Broxton Drive

Number and type of buildings which now occupy property (if any): 1 building, motel

Acreage: .69 acre

Said property (has) (had) the following deed restrictions affecting the use thereof (attach copy): _____

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>James J. Shepard</u>	<u>50</u> %
2. <u>Eva C. Shepard</u>	<u>50</u> %
3. _____	_____ %

James J. Shepard Eva C. Shepard
Signature of Owner(s)

State of Ohio)
County of Cuyahoga)

Sworn to and subscribed to in my presence this 27th day of March, 2023.



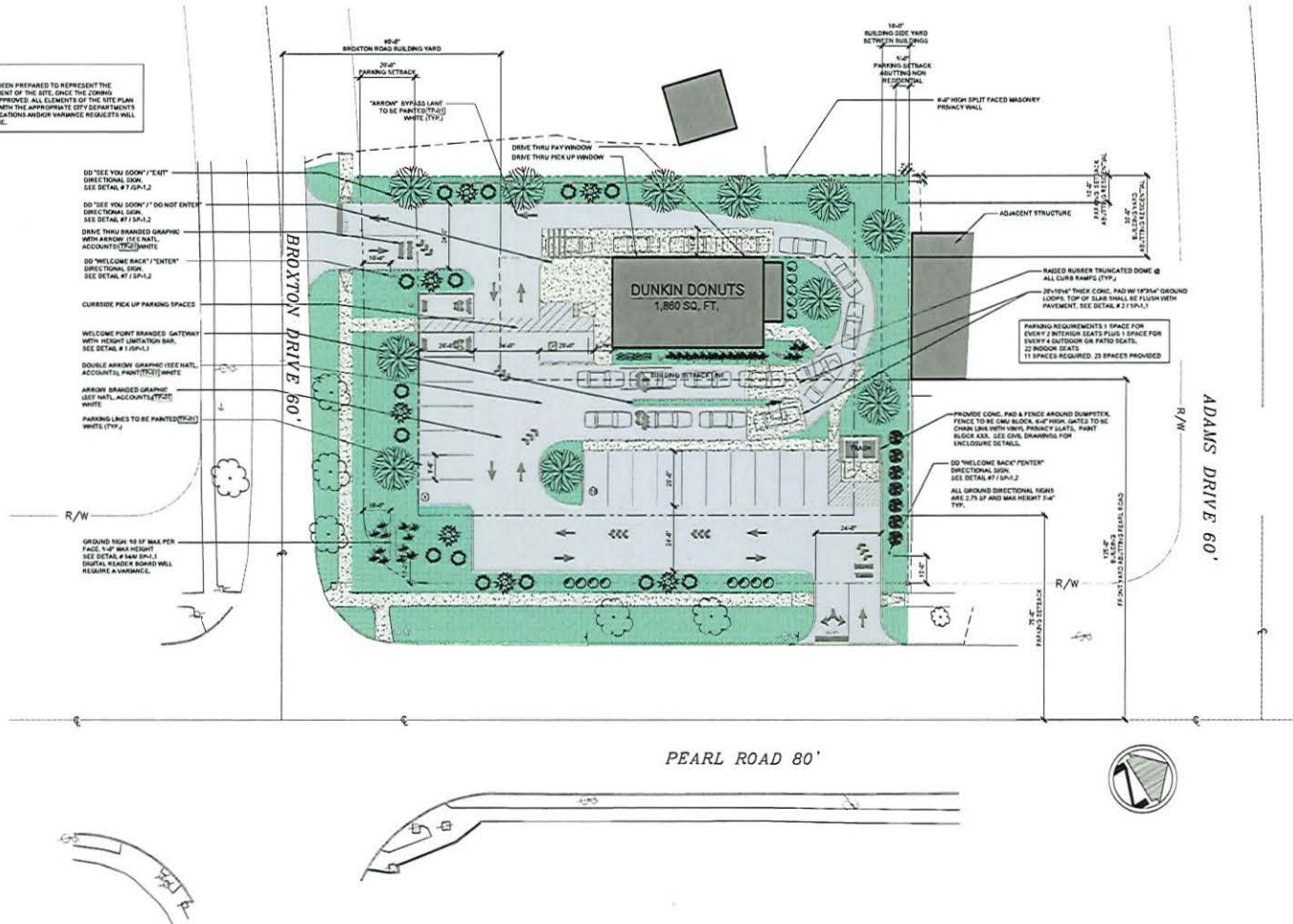
KOURTNEY THOMAS
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES
08-12-24

[Signature]
Notary Public

My commission expires 8-12-24

* 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.

NOTE:
THIS SITE PLAN HAS BEEN PREPARED TO REPRESENT THE
INTENDED DEVELOPMENT OF THE SITE. ONCE THE ZONING
CHANGE HAS BEEN APPROVED, ALL ELEMENTS OF THE SITE PLAN
WILL BE DISCUSSED WITH THE APPROPRIATE CITY DEPARTMENTS
FOR REVIEW. MODIFICATIONS AND/OR VARIANCE REQUESTS WILL
BE MADE AT THAT TIME.



dunkin'

Metis design services

NO.	REVISION	DATE
1	SCHEMATIC DEVELOPMENT	03/2021
2	SCHEMATIC DEVELOPMENT	03/2021
3	SCHEMATIC DEVELOPMENT	03/2021
4	SCHEMATIC DEVELOPMENT	03/2021
5	SCHEMATIC DEVELOPMENT	03/2021
6	SCHEMATIC DEVELOPMENT	03/2021
7	SCHEMATIC DEVELOPMENT	03/2021
8	SCHEMATIC DEVELOPMENT	03/2021
9	SCHEMATIC DEVELOPMENT	03/2021
10	SCHEMATIC DEVELOPMENT	03/2021

8801 Pearl Road Strongsville, Ohio 44154	PROJECT NUMBER: 03-2021
SCHEMATIC SITE PLAN	PC NUMBER: 364443

SP-1.0

1 SCHEMATIC SITE PLAN
1" = 20'

NOTE: DRAWINGS ARE NOT TO SCALE IF SHEET IS PLOTTED ON 11" x 17" 09012022

4 REAR ELEVATION

3 DRIVE THRU ELEVATION

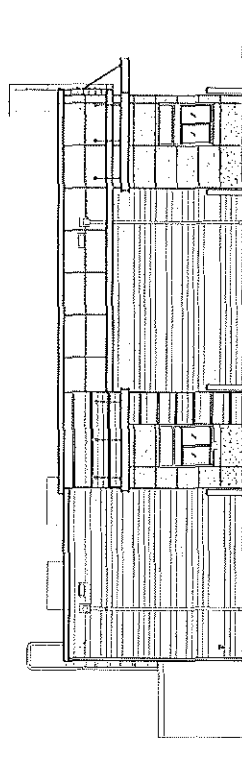
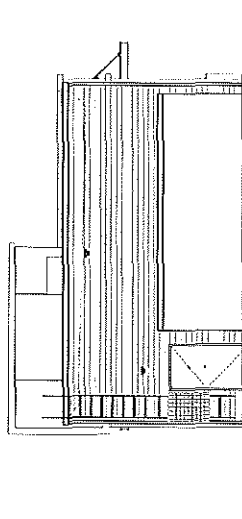
8801 Pearl Road
Strongsville, Ohio 44154

PC NUMBER: 364443

PROJECT NUMBER: D23-01

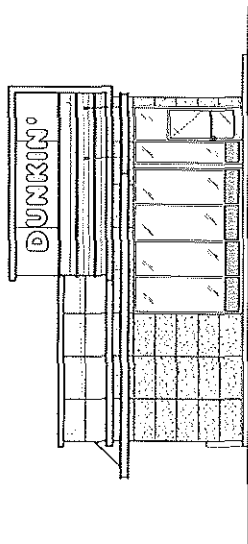
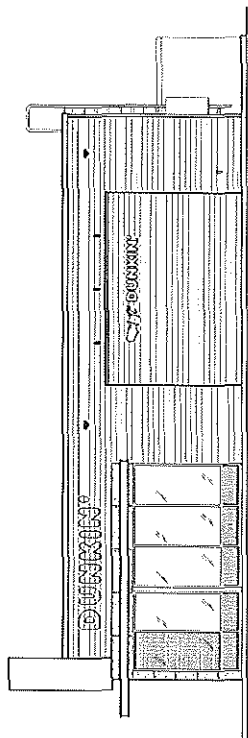
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dukin'



2	PEARL ROAD ELEVATION
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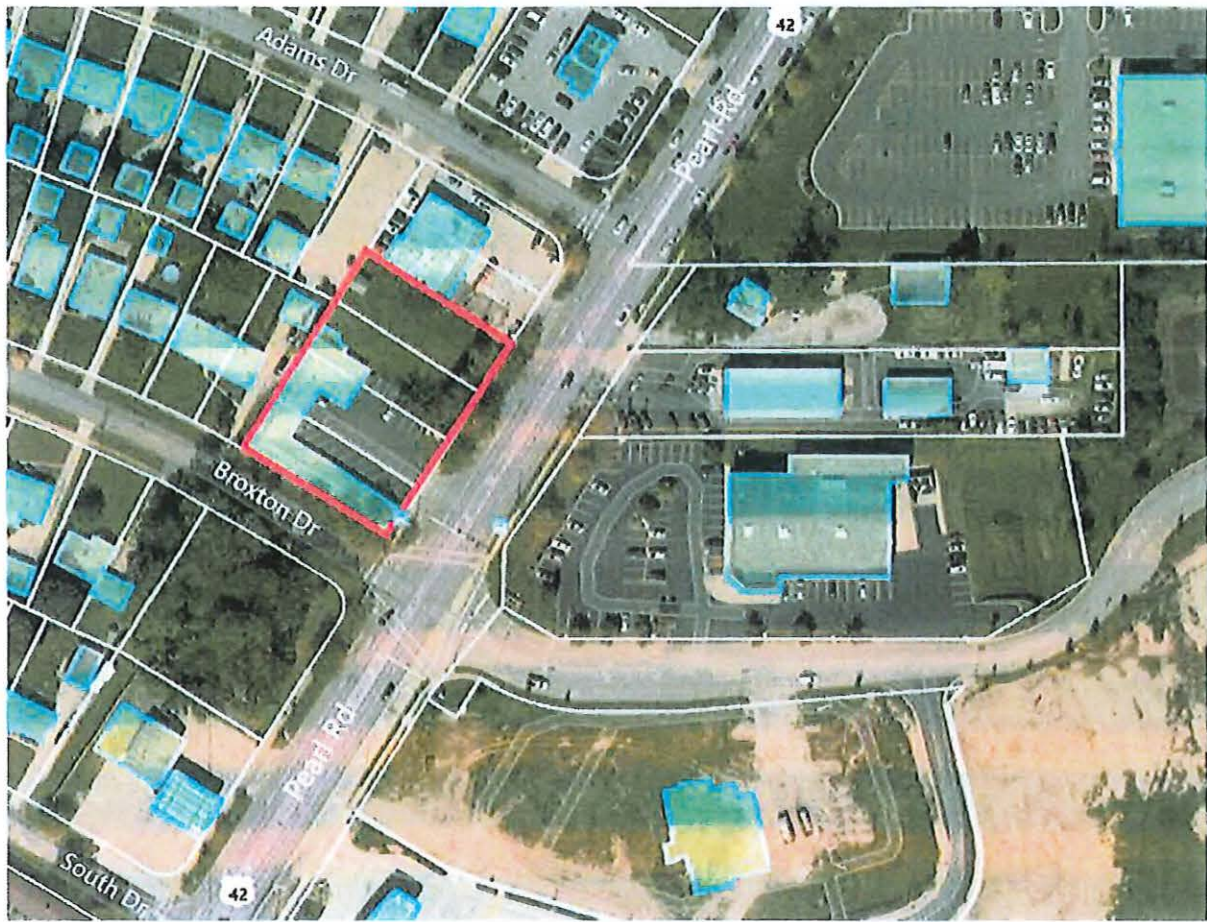
1	BROXTON ROAD ELEVATION
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2

1	BRC
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Exhibit A – Site Plan of the Premises



CITY OF STRONGSVILLE
OFFICE OF THE COUNCIL

MEMORANDUM

TO: Lori Daley, Assistant City Engineer

FROM: Marialena Beach, Council Secretary

DATE: March 20, 2023

SUBJECT: Rezoning Application
Owners: James J. Shepard & Eva C. Shepard
Agent: Elizabeth Eaken, Architect
PPNs: 395-06-009, 395-01-010 & 395-06-011
Address: 8810 Pearl Rd.
From: General Business (GB) to Restaurant – Recreational Services (R-RS)

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.

MB
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: March 22, 2023

Re: Rezoning Application
James J. Shepard & Eva C. Shepard
PPN's 395-06-009, 395-06-010, 395-06-011 & 395-06-012
From GB to R-RS

Neal,

The legal description included in the Clerk of Council's March 20, 2023 memo accurately describes the parcels to be rezoned.

However, the application listed the incorrect parcel numbers. See corrected parcel numbers referenced above.

Please feel free to contact me with any questions.

Thank you.

* Note - Clerk advised agent. Resubmitted was a new notarized Property description form which is attached to the legislation. - akp *

CITY OF STRONGSVILLE
OFFICE OF THE COUNCIL

MEMORANDUM

TO: Planning Commission

FROM: Aimee Pientka, Clerk of Council

DATE: January 18, 2023

SUBJECT: Referral from Council: Ordinance Nos. 2023-058.

At its regular meeting of April 3, 2023, City Council referred the following Ordinance to the Planning Commission for its report and recommendation thereon:

- Ordinance No. 2023-058 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 8810 PEARL ROAD (PPNs 395-06-009; 395-06-010; 395-06-011; 395-06-012) IN THE CITY OF STRONGSVILLE FROM GB (GENERAL BUSINESS) CLASSIFICATION TO R-RS (RESTAURANT-RECREATIONAL SERVICES) CLASSIFICATION, 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: April 14, 2023

Please be advised that at its meeting of April 13, 2023, the Strongsville Planning Commission gave Favorable Recommendation to the following;

ORDINANCE NO. 2023-058:

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 8810 Pearl Road (PPNs 395-06-009; 395-06-010; 395-06-011; 395-06-012) in the City of Strongsville from GB (General Business) Classification to R-RS (Restaurant-Recreational Services) Classification.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2023 – 071

By: Mayor Perciak and All Members of Council

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN VACANT PROPERTY LOCATED ON MARKS ROAD, IN THE CITY OF STRONGSVILLE, FROM GI-A (GENERAL INDUSTRIAL-A) CLASSIFICATION TO RT-C (TOWNHOUSE-CLUSTER) CLASSIFICATION (PORTION OF PPN 394-07-001), 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 vacant property located on Marks Road, in the City of Strongsville, from GI-A (General Industrial-A) classification to RT-C (Townhouse-Cluster) classification (portion of PPN 394-07-001), which property is more fully described in Exhibit A, and depicted in Exhibit B, all attached hereto and incorporated herein by reference.

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

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

Section 4. That this Ordinance 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 further to afford the applicant an opportunity to submit plans to facilitate economic development within the City, and to assure proper development of all lots and land within the City. 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: May 15, 2023

Referred to Planning Commission

Second reading: _____

May 16, 2023

Third reading: _____

Approved: Favorable Recommendation
by Planning Commission
May 25, 2023

Public Hearing: _____

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2023 – 071

Page 2

President of Council

Date Passed: _____

Yea

Nay

Carbone _____

Clark _____

DeMio _____

Kaminski _____

Kosek _____

Roff _____

Short _____

Approved: _____

Mayor

Date Approved: _____

Attest: _____

Clerk of Council

Ord. No. 2023-071 Amended: _____

1st Rdg. 05-15-23 Ref: PC/PCE

2nd Rdg. _____ Ref: _____

3rd Rdg. _____ Ref: _____

Public Hrg. _____ Ref: _____

Adopted: _____ Defeated: _____

Boundary Description for
Marks Road Property, LTD.
Rezoning Parcel Area
15.3865 Acres

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio and known as being part of Original Strongsville Township Lot No. 99, further known as being part of a parcel of land conveyed to Marks Road Property, LTD. by deed dated January 23, 2006 and recorded in A.F.N. 200601230302 of the Cuyahoga County Recorder's Records and is bounded and described as follows: Beginning at a 3/4 inch iron pin in a monument box assembly found at the centerline intersection of Emmons Road, 60 feet in width and Marks Road, 40 feet in width and is the PRINCIPAL PLACE OF BEGINNING of the premises herein to be described, said point also being the southwesterly corner of a parcel of land conveyed to Walter C. and Judith G. Lappin by deed dated May 25, 2005 and recorded in A.F.N. 200505250349 of the Cuyahoga County Recorder's Records;

thence North 89°10'36" East, with the southerly line of land so conveyed to Walter C. and Judith G. Lappin, 455.90 feet to a 5/8 inch by 30 inch iron pin with cap "Davey Resource Group" set at the southeasterly corner thereof, having passed over a 5/8 inch by 30 inch iron pin with cap "Davey Resource Group" set at 20.00 feet on the easterly right of way line of Marks Road;

thence North 00°00'17" West, with the easterly line of land so conveyed to Walter C. and Judith G. Lappin, 201.49 feet to a 1/2 inch iron pin found on a Northerly line of said Lot No. 99 and on the southerly line of a parcel of land conveyed to Treeview Cleveland LLC by deed dated March 18, 2022 and recorded in A.F.N. 202203180267 of the Cuyahoga County Recorder's Records;

thence North 89°10'36" East, with said Northerly line of Lot No. 99 and the southerly line of land so conveyed to Treeview Cleveland LLC, 567.91 feet to a point on the northwesterly line of the B&O Railroad, formerly known as the Cleveland, Lorain and Wheeling Railway Co., being witnessed by a 3/4 inch iron pin found 0.12 feet east therefrom;

thence along the northwesterly lines of the B&O Railroad for the next 5 courses:

1. South 22°31'05" West, 129.72 feet to a 5/8 inch by 30 inch iron pin with cap "Davey Resource Group" set at an angle point;



Corporate Headquarters
295 South Water Street, Suite 300
Kent, OH 44240
800-828-8312

Page 1 of 2

F:\TGC Eng\PROJECTS\2701 17601 MARKS ROAD RE-ZONING
STRONGSVILLE\SURVEY INFO\DESCRIPTIONS\2701 REZONING PARCEL DESC.docx

Local Office
1310 Sharon Copley Rd
PO Box 37
Sharon Center, OH 44274
330-590-8004

EXHIBIT A

2. North 67°28'55" West, 17.00 feet to a 5/8 inch by 30 inch iron pin with cap "Davey Resource Group" set at an angle point;
3. South 22°31'05" West, 250.00 feet to a 5/8 inch by 30 inch iron pin with cap "Davey Resource Group" set at an angle point;
4. South 67°28'55" East, 17.00 feet to a 5/8 inch by 30 inch iron pin with cap "Davey Resource Group" set at an angle point
5. South 22°31'05" West, 619.74 feet to a 3/4 inch iron pipe found at the northeasterly corner of a parcel of land conveyed to Douglas M. and Linda Harley by deed dated July 14, 2022 and recorded in A.F.N. 202207140367 of the Cuyahoga County Recorder's Records;

thence South 88°35'48" West, with the northerly line of land so conveyed to Douglas M. and Linda Harley, 642.21 feet to a point on the centerline of Marks Road and having passed a 3/4 inch iron pin at 612.21 feet (found south 0.15' of line) on an easterly right of way line of said Marks Road;

thence North 00°05'13" East, with the centerline of Marks Road, 722.80 feet to the Principal Place of Beginning, containing 670,238 square feet or 15.3865 acres of land, more or less, according to a survey by Daniel P. Engle, P.S. No. S-8452, for Davey Resource Group in April, 2022. Subject to all highways, easements and covenants of legal record.

Centerline bearing of Marks Road was calculated to be North 00°05'13" East between monuments found, based on Ohio State Plane Coordinate System, North Zone, NAD 1983, ground.



Situated in the City of Strongsville, County of Cuyahoga and State of Ohio and known as being part of Original Strongsville Township Lot No. 99



File: I:\src eng\projecta\27D\17601 marka road re-zoning strongsville\dwg\27D\survey.dwg Saved: 4/27/2023 8:20 PM (b60014) Plotter: 4/26/2023 7:12 AM (b60014) PlotStyle: (pc 2018.ctb) Scale: (1:1) Page Setup: (---)

PETITION FOR ZONING CHANGE

Ordinance Number: 2023-071

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 GIA use to a class RT-C use.

Such change is necessary for the preservation and enjoyment of a substantial property right because: **Subject property is currently zoned for General Industrial or Sexual-Oriented Businesses. Seeing as Tractor Trailer truck traffic is not permitted on Marks Road, the property owner is faced with a practical difficulty in marketing the property to Industrial Users. It is impractical to think an Industrial Business could successfully operate on Mark Road without the need for substantial trucking. Additionally, Sexually-Oriented Businesses would be obtrusive and inconsistent with the neighboring residential uses on Marks Road.**

Such change will not be materially detrimental to the public welfare nor to the property of other persons located in the vicinity because: **Proposed zoning change will not be detrimental and exhibits proper planning and "step-down" zoning practices. The zoning change to a higher-density, residential use, under common ownership, would act as a buffer between adjacent Industrial & Manufacturer Businesses and lower-density, rural residential zoning district. The current Industrial Use of the property would be far more detrimental to the neighboring residential uses with increased truck traffic, obtrusive lighting, large building structures, etc.**

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

1. Exhibit A: Partial Rezoning (15AC. Only)
2. _____
3. _____

THE PROPOSED USE OF THE PROPERTY IS: _____

RT-C RESIDENTIAL TOWNHOME CLUSTER

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

Name: Ben Weinerman, Granger Property Development, LLC

Address: 2211 Medina Road, Suite 100, Medina, OH 44203

Telephone Number: 330.241.3808 (cell)

Signature of Owner(s) _____

State of Ohio)
County of Cuyahoga)

Sworn to and subscribed in my presence this 24 day of April, 2023.



KARNEL FECHKO
Notary Public, State of Ohio
My Commission Expires 12/1/24

Notary Public

My commission expires: 12/1/24

* 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: 2023-071

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: Marks Road (Vacant Land) Strongsville, OH 44149

Permanent Parcel No.: A portion of PPN: 394-07-001

The property is bounded by the following streets: (indicate direction; i.e., north, south, etc.) Subject Property is located on the East side of Marks Road; South of Lunn Road, North of Boston Road and West of Existing Railroad Tracks.

Number and type of buildings which now occupy property (if any): Property is Vacant and Used for Agriculture

Acreage: ~15 Acres (PARTIAL REZONING: Land West of Railroad Only)

Said property (has) (had) the following deed restrictions affecting the use thereof (attach copy): N/A - No known deed restrictions affecting the property

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

Said property is presently under lease or otherwise encumbered as follows: Property is split by existing B&O Railroad; stretching from SW Corner Property to NE Corner of Property

Owner(s)	Percent of Ownership:
1. <u>Marks Road Property Ltd.</u>	<u>100</u> %
2. _____	_____ %
3. _____	_____ %

meef
Signature of Owner(s)

State of Ohio)
County of Cuyahoga)

Sworn to and subscribed to in my presence this 5th day of May, 2023.

[Signature]
Notary Public

My commission expires has no expiration date

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

City of Strongsville

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: May 4, 2023

Re: Rezoning Application
Marks Road Property, Ltd.
Portion of PPN 394-07-001
From GI-A to RT-C

Neal,

The legal description and exhibit included in the Clerk of Council's May 3, 2023 memo regarding the above referenced application accurately describe the area to be rezoned.

Please feel free to contact me with any questions.

Thank you.

CITY OF STRONGSVILLE
OFFICE OF THE COUNCIL

MEMORANDUM

TO: Planning Commission

FROM: Marialena Beach, Council Secretary

DATE: May 16, 2023

SUBJECT: Referral from Council: Ordinance No. 2023-071.

At its regular meeting of May 15, 2023, City Council referred the following Ordinance to the Planning Commission for its report and recommendation thereon:

- Ordinance No. 2023-071 by Mayor Perciak and All Members of Council. AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN VACANT PROPERTY LOCATED ON MARKS ROAD, IN THE CITY OF STRONGSVILLE, FROM GI-A (GENERAL INDUSTRIAL-A) CLASSIFICATION TO RT-C (TOWNHOUSE-CLUSTER) CLASSIFICATION (PORTION OF PPN 394-07-001), AND DECLARING AN EMERGENCY.

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

MB
Attachments

MEMORANDUM

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

FROM: Carol Brill, Administrative Assistant, Boards & Commissions

SUBJECT: Referrals to Council

DATE: May 26, 2023

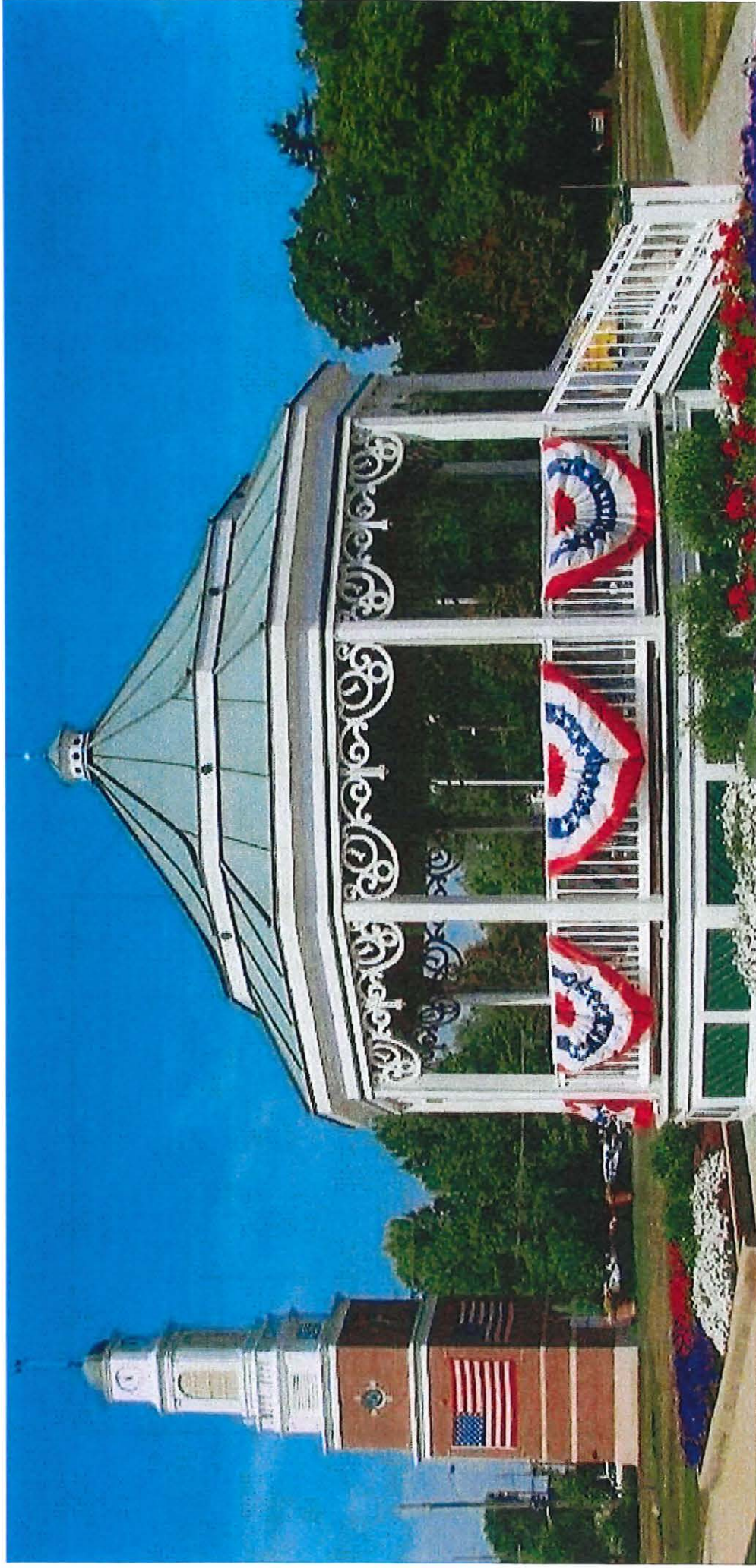
Please be advised that at its meeting of May 25, 2023, the Strongsville Planning Commission gave Favorable Recommendation to the following;

CITY OF STRONGSVILLE, Lori Daley, Agent

Site plan approval of a new community playground, interactive fountain, pavilion and recreation amenities on ex. baseball fields located at Town Center zoned Public Facilities

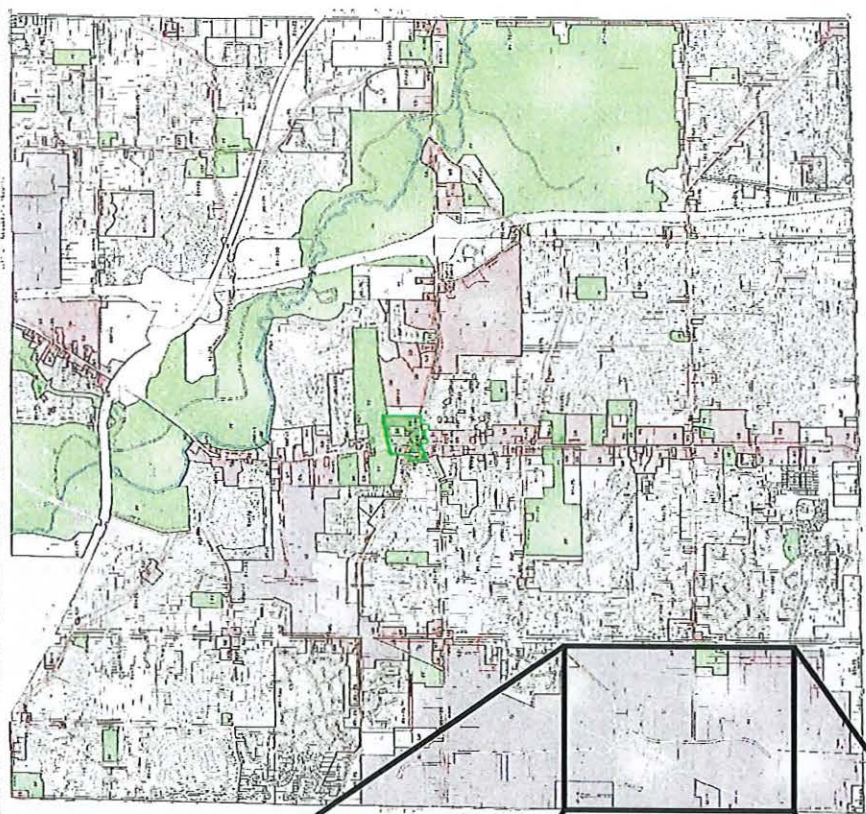
ORDINANCE NO. 2023-071:

An Ordinance Amending the Zoning Map of the City of Strongsville Adopted by Section 1250.03 of Title Six, Part Twelve of the Codified Ordinances of Strongsville to Change the Zoning Classification of Certain Vacant Property Located on Marks Road, in the City of Strongsville, from GI-A (General Industrial-A) Classification to RT-C (Townhouse-Cluster) Classification (Portion of PPN 394-07-001), and Declaring an Emergency.



**THE CITY OF
STRONGSVILLE**

PRIDEONE



CITY OF STRONGSVILLE ZONING MAP

Thomas P. Persich, Mayor

DATE: MAY 1998

BY: CITY ENGINEER

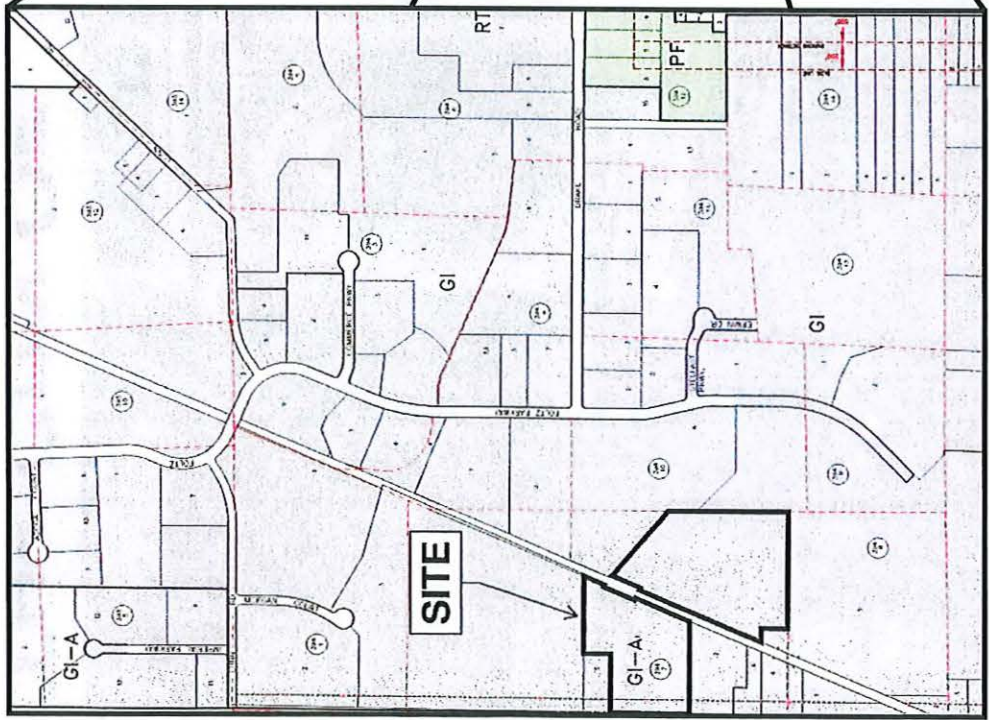
FOR: CITY COUNCIL

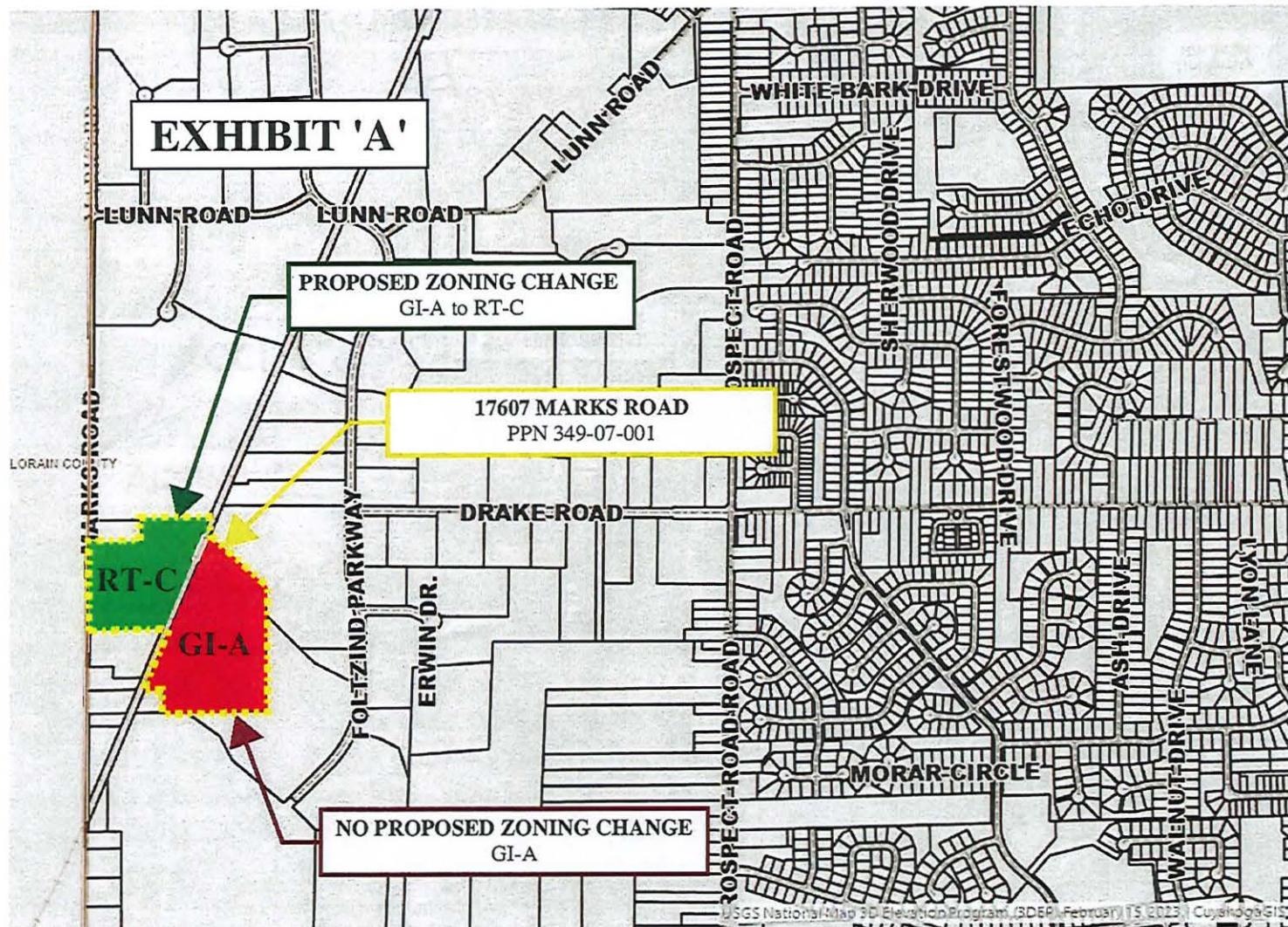
REVISIONS:

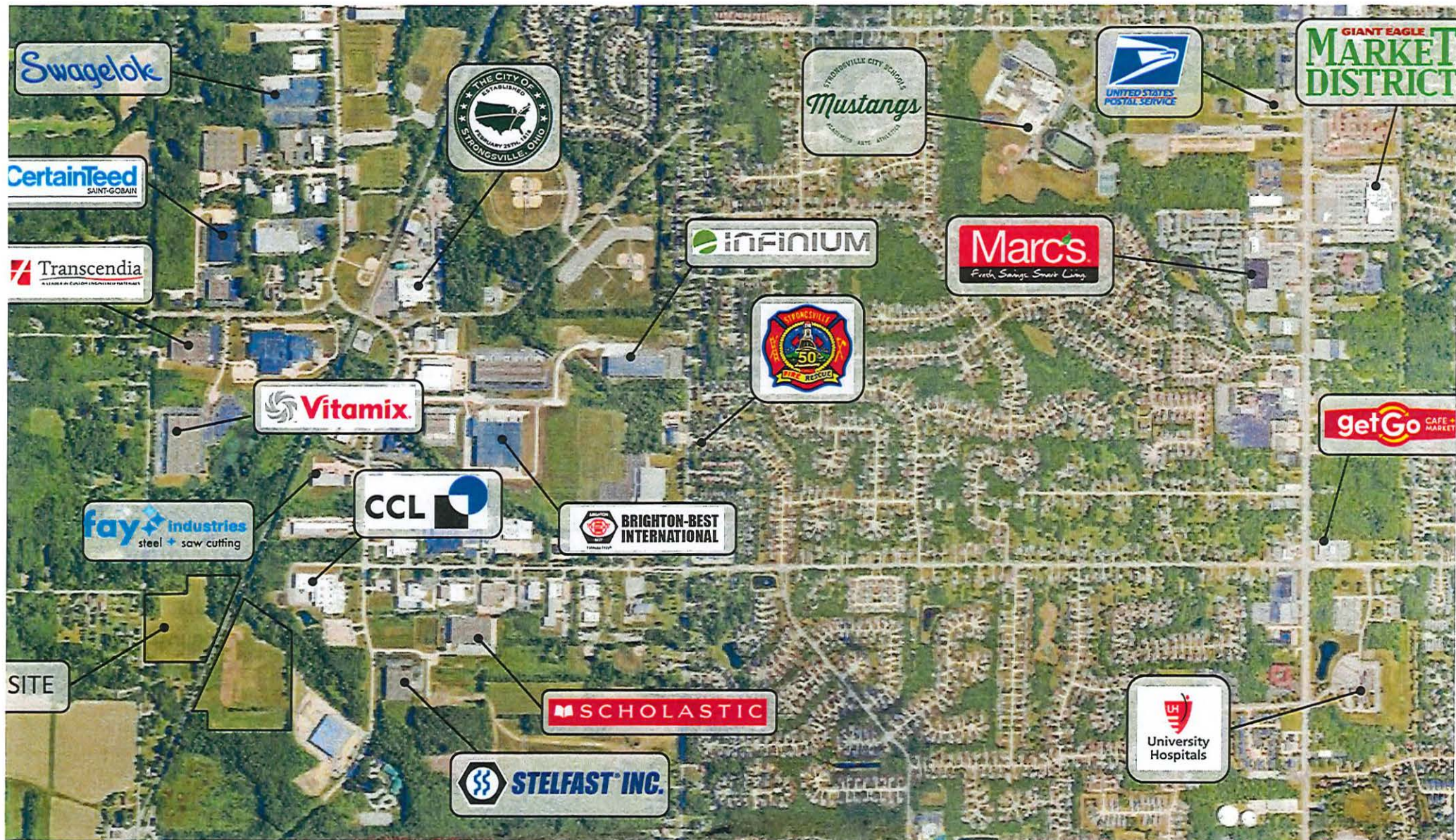
- 1. ADDED NEW ZONING DISTRICTS
- 2. CHANGED ZONING DISTRICT BOUNDARIES
- 3. CHANGED ZONING DISTRICT DESCRIPTIONS
- 4. CHANGED ZONING DISTRICT MAP SYMBOLS
- 5. CHANGED ZONING DISTRICT MAP LEGEND
- 6. CHANGED ZONING DISTRICT MAP SCALE
- 7. CHANGED ZONING DISTRICT MAP TITLES
- 8. CHANGED ZONING DISTRICT MAP DATES
- 9. CHANGED ZONING DISTRICT MAP BYLINES
- 10. CHANGED ZONING DISTRICT MAP FOOTNOTES

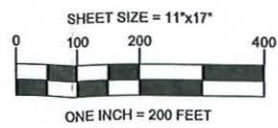
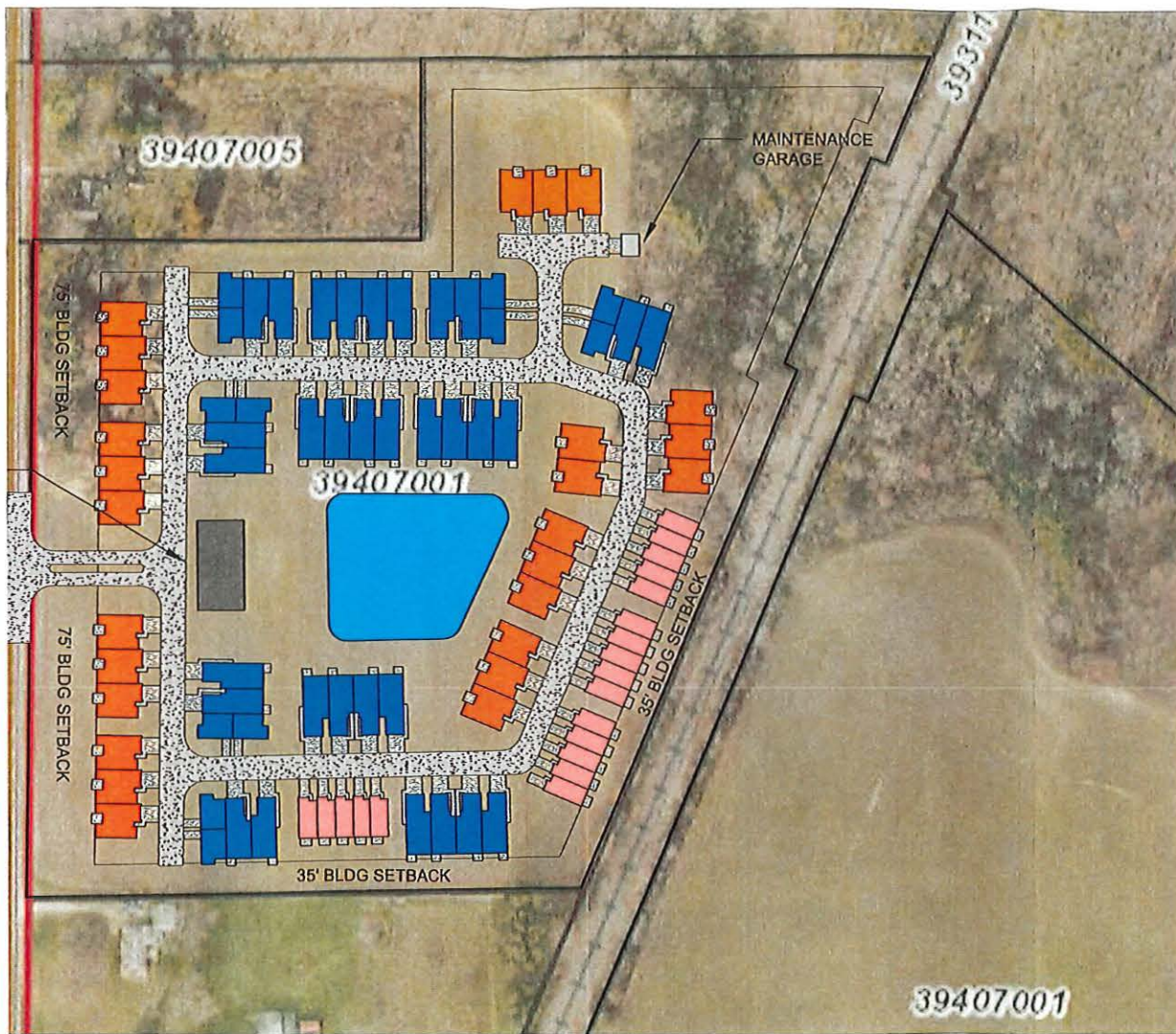
LEGEND:

- RESIDENTIAL SINGLE-FAMILY (RS)
- RESIDENTIAL TWO-FAMILY (RT)
- RESIDENTIAL MEDIUM-DENSITY (RM)
- RESIDENTIAL HIGH-DENSITY (RH)
- COMMERCIAL GENERAL (CG)
- COMMERCIAL OFFICE (CO)
- COMMERCIAL RETAIL (CR)
- INDUSTRIAL GENERAL (IG)
- INDUSTRIAL MEDIUM-DENSITY (IM)
- INDUSTRIAL HIGH-DENSITY (IH)
- UTILITY (U)
- TRANSPORTATION (T)
- RECREATION (R)
- CONSERVATION (C)
- WATER SUPPLY (WS)
- SEWER TREATMENT (ST)
- WASTE TREATMENT (WT)
- HAZARDOUS WASTE (HW)
- HAZARDOUS MATERIAL (HM)
- HAZARDOUS LIQUID (HL)
- HAZARDOUS SOLID (HS)
- HAZARDOUS GAS (HG)
- HAZARDOUS DUST (HD)
- HAZARDOUS FUMES (HF)
- HAZARDOUS VAPORS (HV)
- HAZARDOUS PARTICLES (HP)
- HAZARDOUS OTHER (HO)









NO.	DATE	REVISION

MARKS ROAD CONCEPT SKETCH

PRIDE ONE DEVELOPMENT

CANTERBURY & WINDSOR



- 1293/1322 SF
- 2 Beds/ 2 Baths
- 2 Car Garage
- Walk-in Closet in Master

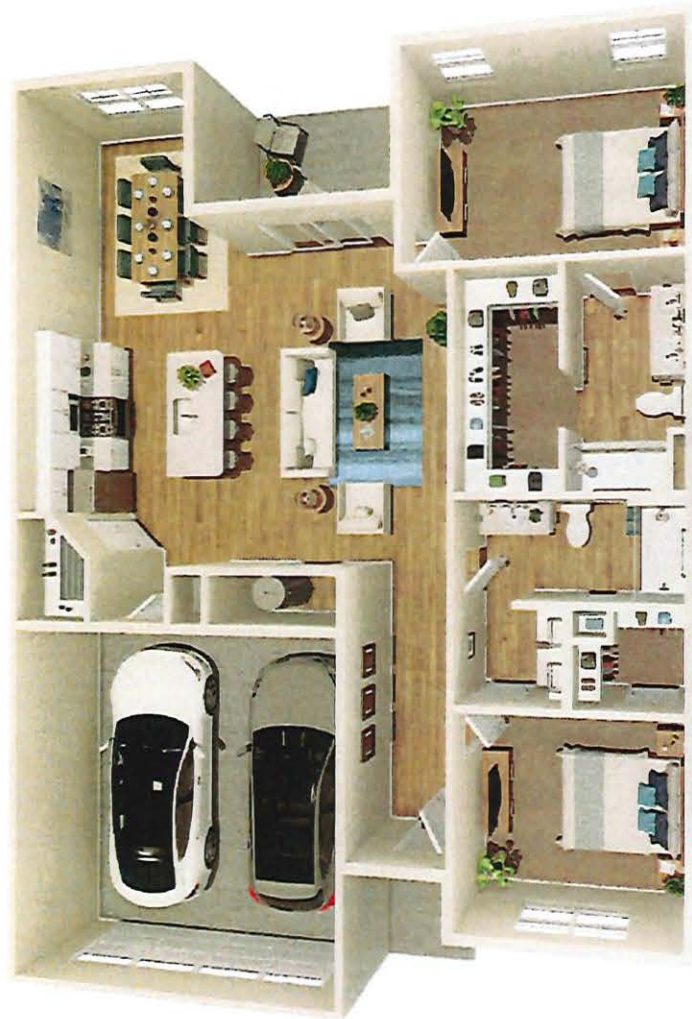
- 9' Ceilings
- Covered Patio and Porch
- Mudroom included in Windsor
- Walk-in Pantry



SANIBEL



- 1374 SF
- 2 Beds/ 2 Baths
- 2 Car Garage
- Walk-in Closet in Master
- Vaulted Ceilings
- Covered Patio and Porch
- Walk-in Pantry
- Separate Dining Space





MENDOZA



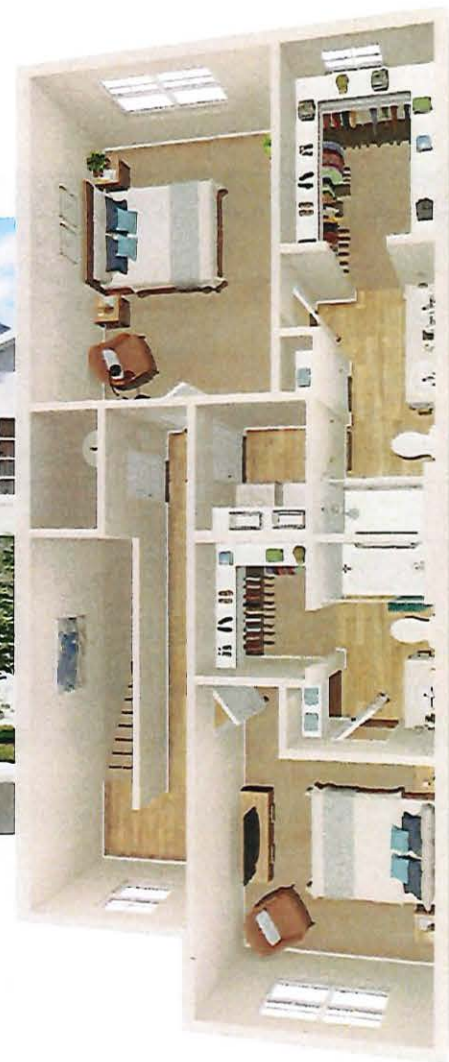
- 1366 SF
- 2 Beds/ 2 Baths
- 1 Car Garage
- Walk-in Closet in Master
- 9' Ceilings
- Covered Patio and Porch
- Walk-in Pantry

HAVANA



- 1508 SF
- 2 Beds/ 2.5 Baths
- 1 Car Garage
- Large Walk-in Closets

- 9' Ceilings
- Covered Patio and Porch
- Walk-in Pantry



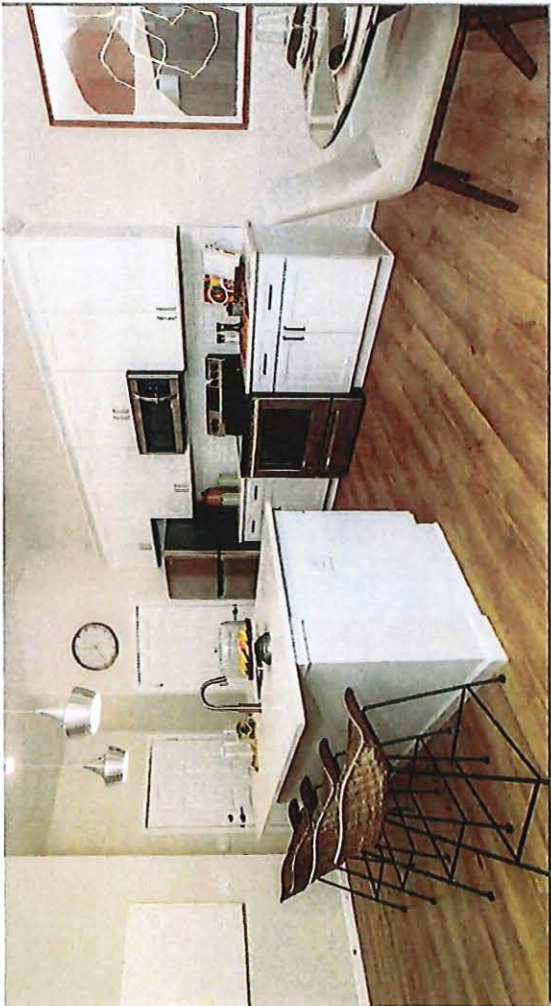
BELIZE



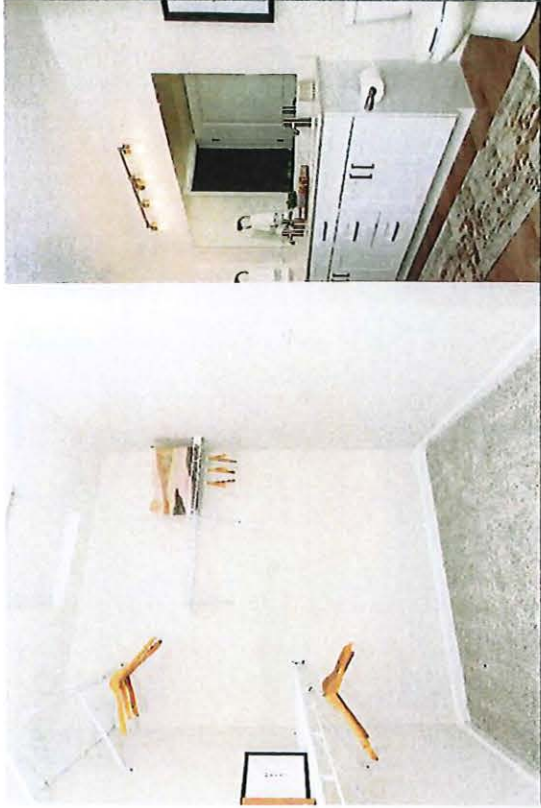
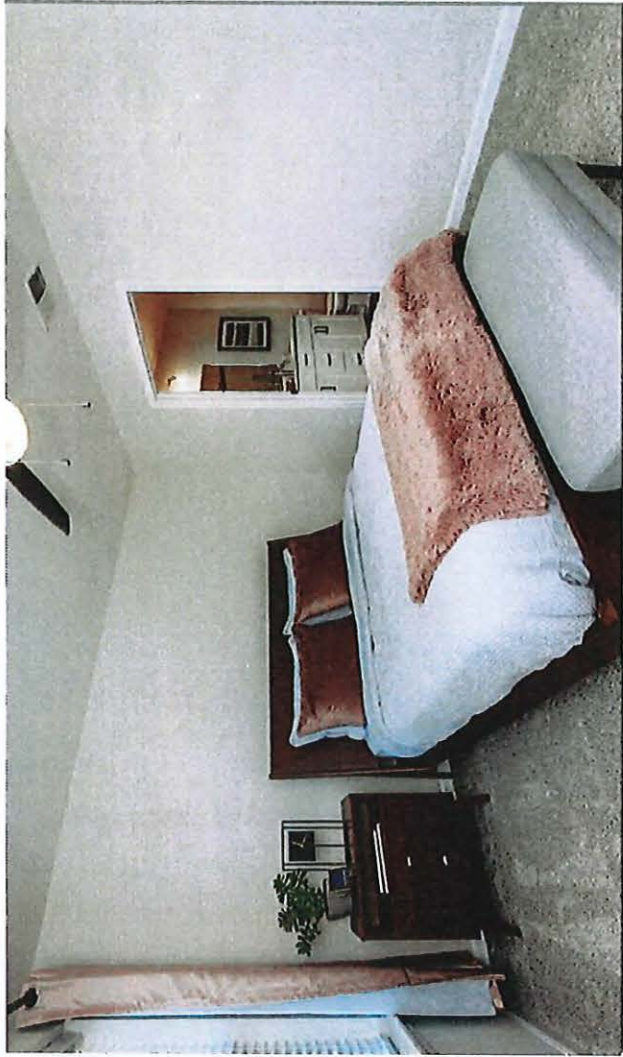
- 1532 SF
- 3 Beds/ 2.5 Baths
- 1 Car Garage
- Walk-in Closet in Master

- 9' Ceilings
- Covered Patio and Porch
- Walk-in Pantry

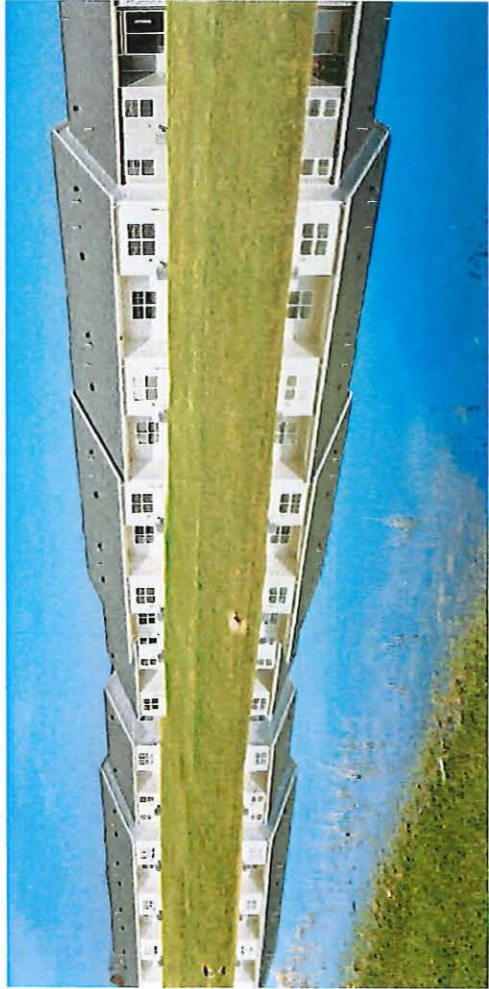




IMAGES FROM CURRENT PROJECTS



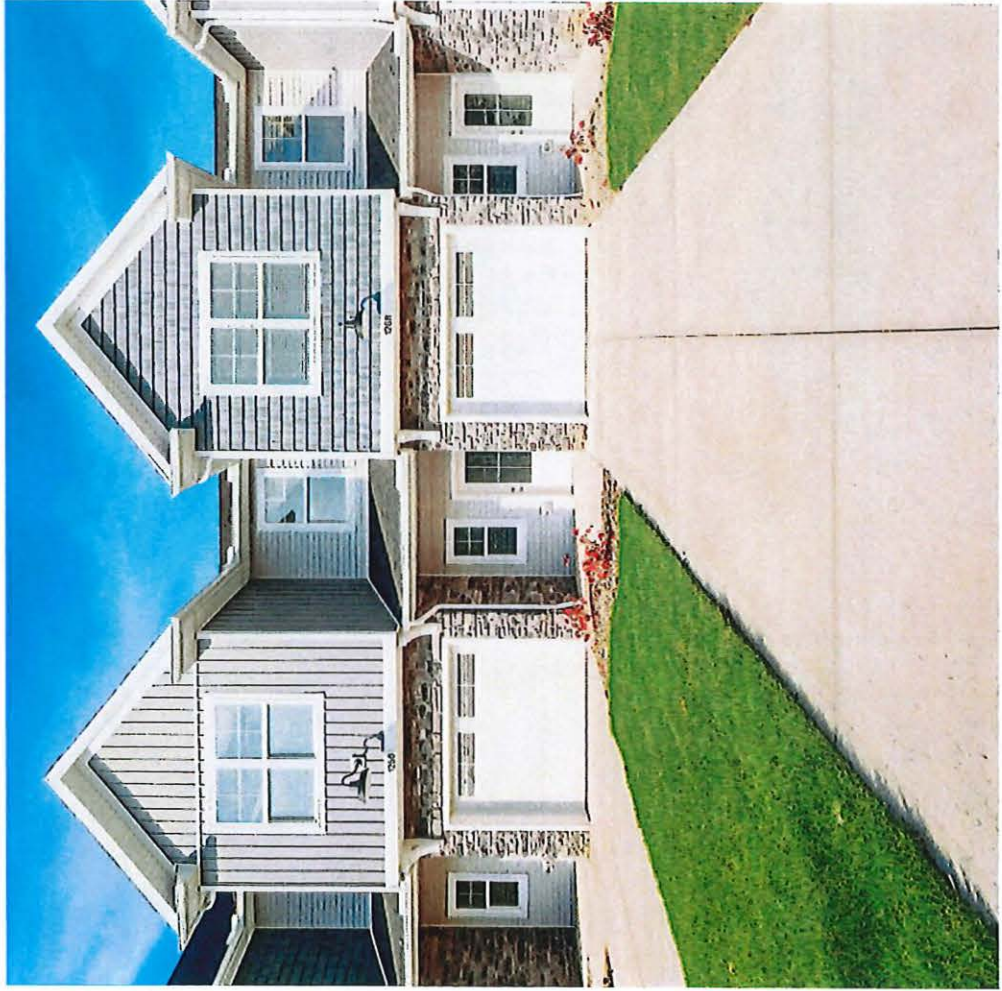
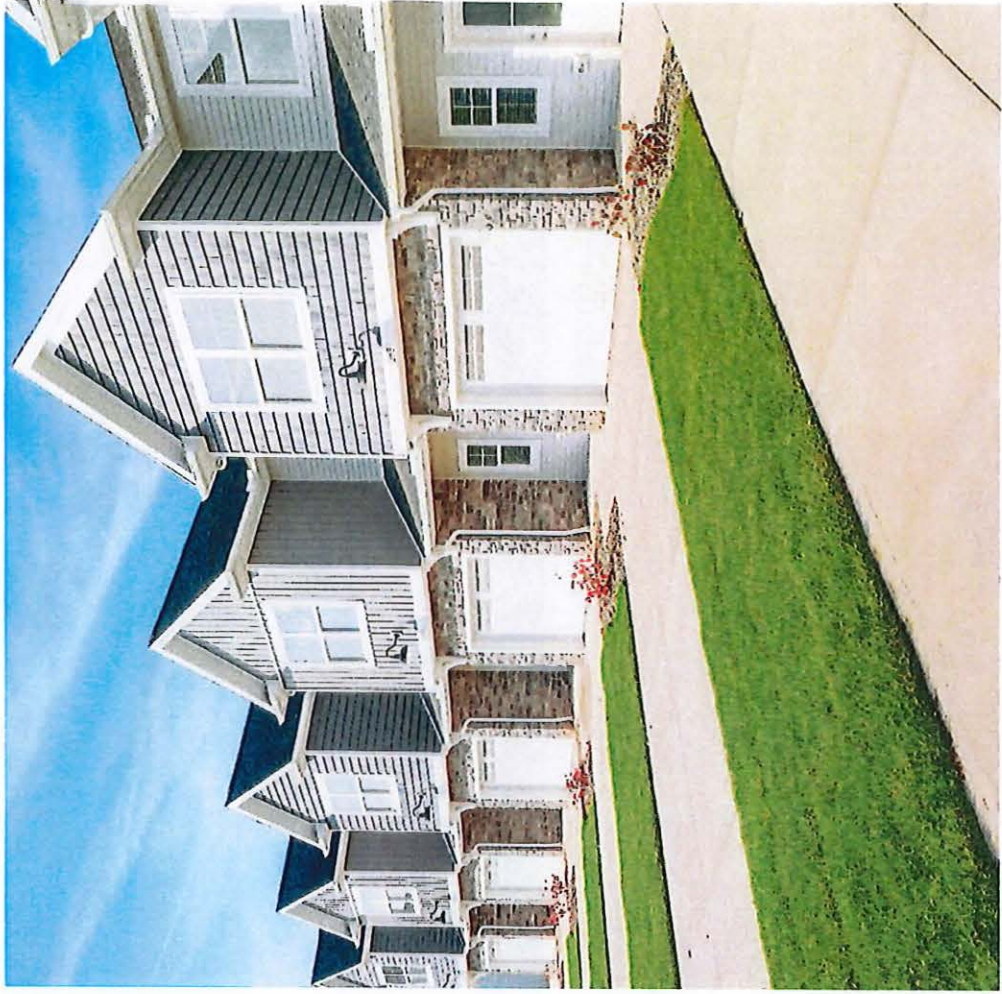
IMAGES FROM CURRENT PROJECTS



IMAGES FROM CURRENT PROJECTS



IMAGES FROM CURRENT PROJECTS



IMAGES FROM CURRENT PROJECTS

PRIDE ONE CONSTRUCTION

Pride One started as a land developer and cluster home community builder of age targeted homes over 20 years ago with construction primarily focused on projects in Northeast Ohio. Pride One Construction quickly became a full service “turnkey” developer: land was identified for a particular end user; financing would be secured then zoning, building plans, utilities, roads, and lots were all developed by the Pride One team.

As the company grew, Pride One quickly increased their focus to commercial development and construction. They constructed over 75 office, retail, hotel, and industrial buildings in Northeast Ohio while building multi-family apartments and “for sale” cluster homes throughout the 1990’s and early 2000’s. With the advent of the economic downturn, residential development came to a halt, Pride One took this opportunity to exit the “for sale” and land development aspects of the business. They shifted their focus strictly commercial construction consisting of apartments, hotels, conference centers, student housing, assisted living facilities and churches. Pride One has branched outside of Ohio and completed projects in California, Wyoming, Indiana, Michigan, Iowa, South Carolina, North Carolina, and Florida.

Currently Pride One’s development team, led by Doug Leohr, has a pipeline of over 2,000 horizontal apartment units planned to start construction within the next 24 months. Pride One serves as both the developer and GC while outsourcing the property management. This has been a key to Pride One’s development success and why many other developers are approaching Pride One to partner on horizontal apartment deals. Pride Ones has immense experience in this specific product building over 10,000 units and has established solid trade bases and key supplier relationships.

- 31 years of Business
- Built over **\$1.5 Billion** in construction value consisting of...
 - Over 10,000 apartment homes
 - 1,500 hotel rooms
 - 1,400 assisted living rooms
 - Countless other projects consisting of retail, industrial, office, and self-storage
- Over **\$250 Million** in ranch unit development value currently under construction in multiple states
- **2,000** ranch apartment units in the current Development Pipeline totaling a value of over **\$1 Billion** to be built in 2022-2024



CORE VALUES

- One RELATIONSHIP** - Commitment to positive partnerships
- One TEAM** - Empower and support team members to win
- One OWNER** - Ownership of results through accountability
- One RESULT** - Focus on the goal
- One LIFE** - Do what you love with passion



"BUILDING RELATIONSHIPS AND PROJECTS THAT LAST A LIFETIME"



To: The City of Strongsville Zoning Department
From: Pride One Construction
Re: Rezoning Application Supplement
The City of Strongsville Zoning Regulations
Date: April 11th, 2023

This document is intended to serve as a supplement to Pride One Construction's application for a rezoning certificate on behalf of Granger Property Development (or its assignee) ("**Applicant**"). Applicant is seeking a rezoning use permit from the City of Strongsville to permit Applicant to develop, construct, market, lease and operate a 90-unit Cluster Community, on the real property located in the City of Strongsville known as parcel no. 39407001.

Applicant believes there is a strong need for high-end rental housing in the City of Strongsville. The proposed 90-Unit Community will provide the necessary housing for those wanting to downsize, while continuing their residency in the City of Strongsville. Applicant has been working in close consultation with Pride One Construction ("**Pride One**") on the type of clusters which would be designed, constructed, operated, and maintained to be harmonious and appropriate in appearance with the existing character of the general vicinity, and that such use will not change the essential character of the area. The proposed Community will require a great deal of focused effort on building and landscaping aesthetics. For this reason, Pride One has continued a long-term partnership with MPG Architects, whose designs and material selections have proven to stand the test of time. Landscaping throughout the community will be lush, with a diverse mix of tree selections, seasonal color plantings and stormwater retention basins with aeration fountains installed for visual appeal. To provide a superior experience for residents, there will be full-time maintenance and leasing staff onsite. Residents will be able to request maintenance assistance for items as miniscule as changing a light bulb. The applicant takes great pride in the fact that their build to rent product allows tenants to live like single-family homeowners by including individual trash service, secluded rear patios and private, two-car garage entries for each dwelling. Pride One has built an excellent reputation as a general contractor with almost 30 years' experience in building high quality projects—including over 10,000 residential units.

The product Applicant intends to build is not the type of community most people have in mind when they think of rentals. Applicant intends to build both single-story and two-story clusters which look and live more similarly to a residential development than a standard rental complex. The design of these clusters, with individual, attached garages for each dwelling unit, are very attractive to empty nesters, young professionals, and seniors looking to age-in-place within the City of Strongsville.

The proposed clusters have been thoughtfully crafted to encompass Fair Housing Act of 1995 (FHA), Americans with Disabilities Act of 1990 (ADA) and American Nation Standards Institute (ANSI) design elements including, but not limited to:

- Private, Zero-Step (Level) Entries to Each Dwelling Unit
- Accessible routes from each unit to ALL Common Space Areas and Amenities (i.e. Accessible Parking, Sidewalks, Leasing Office, Club House, Recreation Facilities, Mail Kiosk, etc.)
- "Usable" Interior Doors; providing an accessible route into and through the dwelling unit.
- Accessible Light Switches, Electrical Outlets, Thermostats and Environmental Controls
- Reinforced Restroom Walls in Each Dwelling Unit, allowing for the installation of grab bars around toilets, sinks, tubs, and shower stalls upon tenant's request.
- "Usable" Kitchens and Restrooms in Each Dwelling Unit; providing proper maneuvering space between countertops, fixtures, and appliances with equipment controls at appropriate elevations.

This type of Build to Rent Community integrates seamlessly with neighboring residential communities and will not be hazardous or disturbing to existing or future neighboring uses. Newly constructed clusters with a fresh design could potentially add value to properties in the vicinity and to the community. To minimize impact to adjacent property owners, Applicant intends to create natural buffering and screening along shared property lines by adding densely planted trees and shrubs.

The Proposed Use will utilize and extend existing, public water and sanitary facilities through the approval of Northeast Ohio Regional Sewer District ("NEORS") and Cleveland Water. Aside from public utilities and the City of Strongsville Emergency Response Teams (Police, Fire, EMS), the remaining community will be privately serviced and maintained by the Applicant, including roadways. Applicant will be solely responsible for street plowing, road repairs, landscaping maintenance, etc.

The Proposed Use will not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke, fumes or odors. The Proposed Use shall provide residential housing units for tenants. All maintenance equipment and supplies shall be properly stored within a locked maintenance garage. Street and building façade lighting will be meticulously designed by MPG Architects, to avoid any light pollution or light spill-over into adjacent parcels. While the tenant's safety is of the utmost concern, Applicant understands that too much lighting within the community can be obtrusive and bothersome to both tenants and neighbors alike.

The clusters which Applicant intends to construct, will have vehicular approaches to the property which will be designed to not interfere with traffic on surrounding streets or roads. Sufficient off-street parking banks will be provided, in addition to each dwelling unit having its own private 2-Car (or 1-Car), an attached garage and 2-Car (or 1-Car) driveway. Applicant proposes one point of ingress and egress to/from the Community which is subject to review by ODOT and Cuyahoga County. If deemed necessary by ODOT, City of Strongsville and/or Cuyahoga County, a traffic study will be performed by a Licensed Engineer.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2023 – 076

By: Mayor Perciak and All Members of Council

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN PROPERTIES LOCATED IN THE CITY OF STRONGSVILLE, ON ROYALTON ROAD, BEING ALL OF PPNs 393-18-003, 393-18-004 AND 393-18-005, FROM R1-75 (ONE FAMILY 75) CLASSIFICATION TO PF (PUBLIC FACILITIES) CLASSIFICATION, AND DECLARING AN EMERGENCY.

WHEREAS, the owner of certain properties located on Royalton Road, in the City of Strongsville, known as being Permanent Parcel Nos. 393-18-003, 393-18-004 and 393-18-005, has submitted a petition requesting rezoning of all such properties from R1-75 (One Family 75) classification to PF (Public Facilities) classification; and

WHEREAS, Article VIII, Section 6 of the City Charter provides that neither the Council, the Mayor, any Board, including Board of Appeals, or Commission appointed pursuant to this Charter, or any ordinance or resolution of this Municipality, nor any other agent, employee, person or organization acting for or on behalf of this Municipality, by whatever authority or purported authority, shall by ordinance, resolution, motion, proclamation, statement, legislative or administrative action, or variance effect a change in the zoning classification or district of any property or area in the City of Strongsville from R1-75 (One Family 75) or R1-100 (One Family 100) commonly known as single family residential, or by whatever other name called, to any other zoning classification or district unless the change or grant, after adoption in accordance with applicable administrative and/or legislative procedures, is approved at a regularly scheduled election by a majority vote of the electors voting thereon, in the City of Strongsville and in each ward in which the change is applicable to property in the ward.

NOW, THEREFORE, 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 Permanent Parcel Nos. 393-18-003, 393-18-004 and 393-18-005, being certain properties described in Exhibit A, and depicted in Exhibit B, which are attached hereto and incorporated herein as if fully rewritten, from R1-75 (One Family 75) classification to PF (Public Facilities) classification, provided that such amendments are approved at a regularly scheduled election by a majority vote of the electors voting thereon in the City of Strongsville and in each ward in which the changes are applicable to the property in the ward.

Section 2. That, if approved by the electors as set forth in Section 1 above, the Clerk of Council is hereby authorized to cause the necessary changes on the Zoning Map to be made in order to reflect the zoning changes 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 process rezoning of such properties in order to meet the deadline for submittal of this issue to the ballot in accordance with law. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

First Reading: _____

Referred to Planning Commission

Second Reading: _____

Third Reading: _____

Approved: _____

Public Hearing: _____

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
Clerk of Council

Ord. No. 2023-076 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

Public Hrg. _____ Ref: _____
Adopted: _____ Defeated: _____

EXHIBIT A

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. 55, bounded as follows: Beginning at a point in the Southerly line of Royalton Road at the Northwestern corner of land conveyed to the Grantees herein by deed dated Nov. 9, 1946, said point being 160 feet Westerly from the Northwestern corner of land conveyed to C.H. Fish by deed dated June 7, 1918 and recorded in Volume 4855, Page 290 of Cuyahoga County Records; Thence Southwesterly along the Southerly line of Royalton Road, 80 feet; Thence Southeasterly at an included angle of 90 deg. 230 feet to a point; Thence Northeasterly in a line parallel to the southerly line of Royalton Road, 80 feet to a point; Thence Northerly at an include angle of 90° 230' to the place of beginning and along the Southwesterly line of land heretofore conveyed to the Grantee herein, be the same more or less, but subject to all legal highways. The above parcel of land is vacant and lies immediately west of premises known as 19191-3 Royalton Road, described as Parcel No. 3 below.

Permanent Parcel No. 393-18-003

Parcel 2

Situated in the Village of Strongsville, County of Cuyahoga and State of Ohio, and known as being part of Original Strongsville Township Lot No. 55, bounded and described as follows: Beginning at a point in the Southerly line of Royalton Road 80 feet Westerly, measured along said Southerly line from the Northwestern corner of land conveyed to Clark R. Fish by deed dated October 23, 1937 and recorded in Volume 4855, Page 562 of Cuyahoga County Records; Thence Southwesterly along the Southerly line of Royalton Road, 80 feet; Thence Southwesterly at an included angle of 90° 230' to a point; Thence Northeasterly in a line parallel with the Southerly line of Royalton Road , 80 feet to a point; Thence Northerly at an included angle of 90° 230' to the place of beginning, as appears by the survey of Clarence E. Karn, Registered Surveyor, No. 3242, be the same more or less, but subject to all legal highways. Said premises are further known as 19191-3 Royalton Road, Strongsville, Ohio.

Permanent Parcel No. 393-18-004

Parcel 3

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio: And known as being part of Strongsville Township Lot No. 55, and bounded and described as follows: Beginning in the Southerly line of Royalton Road at the Northwestern corner of land conveyed to C.H. Fish by deed recorded in Volume 4855, page 290 of Cuyahoga County Records; Thence Southeasterly at an included angle of 90° 250' to a point; Thence Southwesterly at an included angel of 90° 80' to a point; Thence Northerly at an included angle of 90° 250' to a point in the Southerly line of Royalton Road; Thence Easterly along the Southerly line of Royalton Road at an included angle of 90° 80' to the place of beginning, according to a survey by Clarence E. Kern, Registered Surveyor No. 3242, be the same more or less, but subject to all legal highways.

EXCEPTING THEREFROM: That portion of land conveyed to the State of Ohio containing 958 square feet of land recorded October 18, 1994 in Volume 94-09831, Page 54 of Cuyahoga County Records.

Permanent Parcel No. 393-18-005

MAP MADE TO ACCOMPANY REQUEST FOR REZONING

MADE AT THE INSTANCE OF

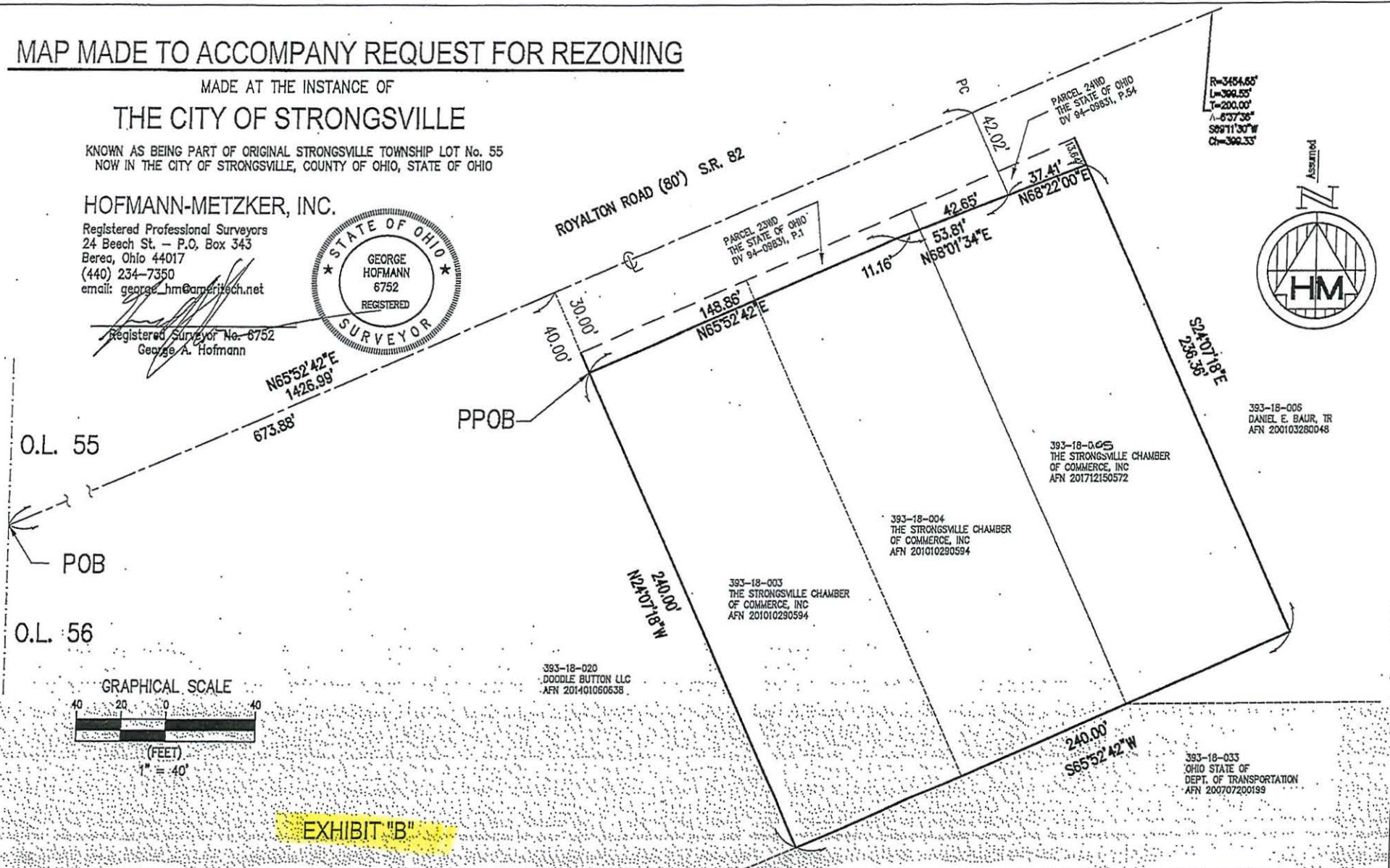
THE CITY OF STRONGSVILLE

KNOWN AS BEING PART OF ORIGINAL STRONGSVILLE TOWNSHIP LOT No. 55
NOW IN THE CITY OF STRONGSVILLE, COUNTY OF OHIO, STATE OF OHIO

HOFMANN-METZKER, INC.

Registered Professional Surveyors
24 Beech St. - P.O. Box 343
Berea, Ohio 44017
(440) 234-7350
email: george_hm@ameritisch.net

Registered Surveyor No. 6752
George A. Hofmann



PETITION FOR ZONING CHANGE

Ordinance Number: 2023-076

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 R1-75 use to a class PF use.

Such change is necessary for the preservation and enjoyment of a substantial property right because: The change would allow these parcels to be used for potential fire station.

Such change will not be materially detrimental to the public welfare nor to the property of other persons located in the vicinity because: The parcels to the east are commercial property.

The parcel to the south is vacant land owned by the Ohio Department of Transportation. A Fire Station at this location would benefit the entire surrounding neighborhood.

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

1. Legal Description
2. Survey
3. _____

THE PROPOSED USE OF THE PROPERTY IS: Fire Station

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

Name: Amy Ferree, Executive Director

Address: 18829 Royalton Road, Strongsville, Ohio 44136

Telephone Number: 440-238-3366

Amy Ferree
Signature of Owner(s)

State of Ohio)
County of Cuyahoga)



Sworn to and subscribed in my presence this 26 day of May, 2023.

KRISTI A. ONOFRE
Notary Public, State of Ohio
My Commission Expires
August 22, 2024

Notary Public

My commission expires: August 22, 2024

* 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: 2023-076

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: 19191-19193 Royalton Road

Permanent Parcel No.: 393-18-003; 393-18-004 and 393-18-005

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

Number and type of buildings which now occupy property (if any): Two (2) residential buildings on PPN 393-18-004

Acreage: _____

Said property (has) (had) the following deed restrictions affecting the use thereof (attach copy): _____

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

Said property is presently under lease or otherwise encumbered as follows: N/A

Owner(s)	Percent of Ownership:
1. <u>Strongsville Chamber of Commerce LLC</u>	<u>100</u> %
2. _____	_____ %
3. _____	_____ %

Kristi A. Onofre
Signature of Owner(s)

State of Ohio)
County of Cuyahoga)

Sworn to and subscribed to in my presence this 26 day of May, 2023.

Kristi A. Onofre
Notary Public



KRISTI A. ONOFRE
Notary Public, State of Ohio
My Commission Expires
August 22, 2024

My commission expires August 22, 2024

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2023 – 077

By: Mayor Perciak and All Members of Council

**AN ORDINANCE APPROVING AND AUTHORIZING THE
MAYOR TO ENTER INTO A REAL ESTATE EXCHANGE
AGREEMENT BETWEEN THE CITY OF STRONGSVILLE, OHIO
AND THE STRONGSVILLE CHAMBER OF COMMERCE, LLC,
AND DECLARING AN EMERGENCY.**

WHEREAS, the City of Strongsville ("City") is the owner of certain property located at 18829 Royalton Road, Strongsville, Ohio, and known as being Permanent Parcel No. 396-17-120 ("Premises A"); and

WHEREAS, the Strongsville Chamber of Commerce, LLC ("Chamber") is the owner of certain property located at 19191-93 Royalton Road, Strongsville, Ohio, and known as being Permanent Parcel Nos. 393-18-003, 393-18-004 and 393-18-005 ("Premises B"); and

WHEREAS, the City and Chamber are desirous of exchanging Premises A for Premises B; and

WHEREAS, therefore, the City and Chamber have agreed to enter into a Real Estate Exchange Agreement for the mutually beneficial exchange of the various properties described above; and

WHEREAS, the City and the Chamber now wish to memorialize their various mutual intentions, understandings, promises and agreements in this regard, by entering into the attached Real Estate Exchange Agreement marked as Exhibit "1" and incorporated herein by reference.

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 approves the mutual conveyance of the properties described herein, and accordingly, the Mayor is authorized and directed to enter into the attached Real Estate Exchange Agreement with the Strongsville Chamber of Commerce, LLC with the terms and conditions as specified therein, and in a form substantially in accordance with Exhibit 1 attached hereto and incorporated by reference.

Section 2. That the Mayor, Director of Finance, and other appropriate City officials and be and are hereby authorized and directed to execute and deliver certifications, assurances and such other necessary information, and to do all other things required to perform the terms and conditions of the Agreement in accordance with their respective responsibilities thereunder.

Section 3. That any required advance of funds under this Ordinance or expenditure of other limited costs by the City as required have been appropriated and will be paid from the General Fund.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2023 – 077

Page 2

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

Section 5. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to memorialize the agreements and understandings between the parties. 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

Date Passed: _____

Approved: _____
Mayor

Date Approved: _____

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

Attest: _____
Clerk of Council

Ord. No. 2023-077 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

Public Hrg. _____ Ref: _____
Adopted: _____ Defeated: _____

REAL ESTATE EXCHANGE AGREEMENT

THIS REAL ESTATE EXCHANGE AGREEMENT ("Agreement") is dated this _____ day of _____, 2023 by and between the **CITY OF STRONGSVILLE, OHIO**, a political subdivision of the State of Ohio ("City") and the **STRONGSVILLE CHAMBER OF COMMERCE, LLC**, an Ohio for profit limited liability company ("Chamber"), (collectively, "the Parties").

For and in consideration of the mutual covenants herein set forth, it is agreed as follows:

1. Agreement to Convey.

a. Exchange A: The City hereby agrees to convey to Chamber, and Chamber hereby agrees to accept from the City, subject to the terms and conditions hereinafter set forth, all that certain parcel of land lying and being located on Royalton Road, Strongsville, Ohio, Permanent Parcel No. 396-17-120, containing approximately 0.3261 acres, and the building and all improvements located at 18829 Royalton Road, Strongsville, Ohio, and being more particularly described on Exhibit A, attached hereto and made a part hereof, together with such other rights, interests, and properties relating to the aforesaid properties as may be specified in this Agreement to be transferred, assigned or conveyed by the City to Chamber.

The parcel of land described on Exhibit A, together with the building and other improvements thereon, if any, and the rights, interests, fixtures, and other properties described above, is collectively called "Premises A" and the transaction referred to as "Exchange A."

b. Exchange B: Chamber hereby agrees to convey to the City, and the City hereby agrees to accept from Chamber, subject to the terms and conditions hereinafter set forth, all those certain parcels of land lying and being located at 19191-93 Royalton Road, Strongsville, Ohio, Permanent Parcel Nos. 393-18-003, 393-18-004 and 393-18-005, containing approximately 1.3020 acres, and being more particularly described on Exhibit B, attached hereto and made a part hereof, together with such other rights, interests, and properties relating to the aforesaid properties as may be specified in this Agreement to be transferred, assigned or conveyed by Chamber to the City.

The parcels of land described on Exhibit B, together with the buildings and other improvements thereon, if any, and the rights, interests, and other properties described above, is collectively called "Premises B" and the transaction referred to as "Exchange B."

2. Consideration.

a. Exchange of the Premises. Premises A will be exchanged for Premises B.

b. Retention and Grant of Easements to City. The City shall reserve on Premises A, and Chamber shall grant to the City over Premises A, as applicable, such easements for utilities, ingress and egress, cross-parking and an air conditioning unit, as are shown on Exhibit C, attached

hereto and made a part hereof. Such easements shall be upon terms agreeable to Chamber and the City and shall be contained in the appropriate deeds or by separate documents.

c. Retention and Grant of Easements to Chamber. Chamber shall reserve on real property located at 18829 Royalton Road, Strongsville, Ohio, Permanent Parcel No. 396-17-120, and City shall grant to Chamber over real property located at 18825 Royalton Road, Strongsville, Ohio, Permanent Parcel No. 396-17-121, as applicable, such easements for utilities, ingress and egress and cross-parking as are shown on Exhibit C, attached hereto, and made a part hereof. Such easements shall be upon terms agreeable to Chamber and the City and shall be contained in the appropriate deeds or by separate documents.

d. Leases and Tenancies. Premises A shall be subject to the current Lease between the City and Chamber. Premises B shall be free of any leases or tenancies.

e. Structures. The structures on Premises B shall be removed by the City, at its sole cost. The removal of said structures will be at a time determined by the City after the closing date.

3. Condition of Properties.

a. Premises A: The property constituting Premises A is being exchanged in its present physical condition "as-is." Chamber has not relied upon any representations, warranties or statements by the City about Premises A, including but not limited to, its condition or use, except for those which are expressly set forth in this Agreement. The Chamber has leased the property for a number of years and is well aware of its condition.

b. Premises B: The property constituting Premises B is being exchanged in its present physical condition "as-is." City has not relied upon any representations, warranties or statements by the Chamber about Premises B, including but not limited to, its condition or use, except for those which are expressly set forth in this Agreement. The Chamber represents, to the best of its knowledge, that Premises B is not encumbered by any wetlands, underground tanks, wells, or hazardous materials, and is not in a flood plain.

4. Plans, Engineering, Title Examination and Records; Warranties.

a. Exchange A. The City agrees to provide to Chamber, at no cost to the Chamber, immediately, but not later than ten (10) days after the Effective Date (hereinafter defined), any physical or topographic surveys, development information, soil boring or groundwater data, environmental assessments and other agreements affecting the Premises, as well as any other records relating to Premises A in the City's possession.

b. Exchange B. Chamber agrees to provide to the City, at no cost to the City, immediately, but not later than ten (10) days after the Effective Date (hereinafter defined), any physical or topographic surveys, development information, soil boring or groundwater data, environmental assessments and other agreements affecting Premises B, as well as any other records relating to Premises B in the Chamber's possession.

5. Ownership; Leases.

a. Exchange A. The City warrants and represents that it is the sole fee simple owner of Premises A and has all necessary authority to transfer Premises A; there are no other contracts for sale or options involving Premises A; no other party has any right, title or interest in Premises A; and other than the existing written lease with the Chamber for the building located at 18829 Royalton Road, Strongsville, Ohio, there are no oral or written leases affecting or relating to Premises A. Between the date the City executes this Agreement and Closing, the City shall not subject Premises A to or consent to any leases, liens, encumbrances, covenants, conditions, restrictions, easements, rights of way, or agreements, or take any other action affecting or modifying the status of title or otherwise affecting Premises A, without the written consent of Chamber.

b. Exchange B. Chamber warrants and represents that it is the sole fee simple owner of Premises B and has all necessary authority to transfer Premises B; there are no other contracts for sale or options involving Premises B; no other party has any right, title or interest in Premises B, and there are no oral or written leases affecting or relating to Premises B. Between the date Chamber executes this Agreement and Closing, Chamber shall not subject Premises B to or consent to any leases, liens, encumbrances, covenants, conditions, restrictions, easements, rights of way, or agreements, or take any other action affecting or modifying the status of title or otherwise affecting Premises B, without the written consent of the City.

6. Other Agreements.

a. Exchange A. The City warrants and represents that the execution and delivery of this Agreement, the completion of the transaction(s) contemplated hereby, and the fulfillment of the terms hereof will not result in a breach of any of the terms or provisions of, or constitute a default under, or conflict with, any agreement, indenture, or other instrument to which the City is a party or by which it or Premises A is bound, or any judgment, decree, order, or award of any court, governmental body or arbitrator, or any law, rule or regulation applicable to the City.

b. Exchange B. Chamber warrants and represents that the execution and delivery of this Agreement, the completion of the transaction(s) contemplated hereby, and the fulfillment of the terms hereof will not result in a breach of any of the terms or provisions of, or constitute a default under, or conflict with, any agreement, indenture, or other instrument to which Chamber is a party or by which it or Premises B is bound, or any judgment, decree, order, or award of any court, governmental body or arbitrator, or any law, rule or regulation applicable to Chamber.

7. Adverse Facts.

a. Exchange A. The City knows of no materially adverse fact, affecting or threatening to affect Premises A which has not been disclosed to Chamber in writing. Between the date the City executes this Agreement and Closing, the City will notify Chamber in writing of any events which occur or any facts of which it becomes aware which would make any of its representations or warranties false or misleading. Except as otherwise permitted by Chamber in writing, in its sole discretion, each of the warranties or representations made in this Agreement by the City shall be true and correct as of the date of Closing.

b. Exchange B. Chamber knows of no materially adverse fact, affecting or threatening to affect Premises B which has not been disclosed to the City in writing. Between the date Chamber executes this Agreement and Closing, Chamber will notify the City in writing of any events which occur or any facts of which it becomes aware which would make any of its representations or warranties false or misleading. Except as otherwise permitted by the City in writing, in its sole discretion, each of the warranties or representations made in this Agreement by Chamber shall be true and correct as of the date of Closing.

8. Escrow Agent.

Maximum Title & Escrow Services, Inc. shall act as escrow agent (the “**Escrow Agent**”) unless the parties mutually agree upon another escrow agent. A copy of this Agreement shall be delivered to Escrow Agent and shall constitute instructions to Escrow Agent, subject to the terms and conditions of its regular and usual printed form of acceptance insofar as such terms and conditions are applicable and consistent with this Agreement.

9. Closing; Escrow.

Closing and delivery of possession shall be on **June 28, 2023** or the later of (i) the Chamber Study Period or (ii) the City Study Period, or as soon thereafter as practicable, allowing a reasonable time for preparation and approval of documents and correction of defects reported as a result of a title examination, survey or inspections of the Premises. Closing shall be held at the offices of the Escrow Agent, or at such other place as the parties may agree. Chamber shall pay for the title search fee, title insurance commitment fee and owners title insurance policy premium relating to Premises A, deed filing fee and any legal, engineering or surveying costs incurred directly by Chamber. The City shall pay the title search fee, title insurance commitment fee and owners title insurance policy premium relating to Premises B, deed filing fee, and any legal, engineering or surveying costs incurred directly by the City. All taxes and assessments, if any, will be prorated to the current owner of the property to the date of Closing. All escrow agent fees shall be paid one-half by the City and one-half by the Chamber.

a. Exchange A. The City agrees to deliver to Chamber or Escrow Agent the following at or prior to Closing:

- (i) A General Warranty Deed, fully executed by the City, conveying Premises A in fee simple to Chamber, in a form satisfactory to Chamber;
- (ii) Any Deeds of Easement or Easement Documents;
- (iii) A signed closing or settlement statement prepared or approved by Escrow Agent;
- (iv) Any other documents reasonably required by Escrow Agent; and
- (v) Any funds required of the City by this Agreement.

b. Exchange B. Chamber agrees to deliver to the City or Escrow Agent the following at or prior to Closing:

- (i) A General Warranty Deed, fully executed by Chamber, conveying Premises B in fee simple to the City, in a form satisfactory to the City;
- (ii) Any Deeds of Easement or Easement Documents;
- (iii) A signed closing or settlement statement prepared or approved by Escrow Agent;
- (iv) Any other documents reasonably required by Escrow Agent; and
- (v) Any funds required of the Chamber by this Agreement.

10. Utilities.

At the Closing, the parties, outside of escrow, shall arrange for the separation of billing for all utilities, including but not limited to sewer, gas, electric, water, and cable. All utilities shall be prorated to the date of Closing on Parcel B and paid according to any lease agreement between the parties as to Parcel A.

11. Title Evidence and Defects.

a. Exchange A.

- (i) On the Closing Date, Chamber shall receive an ALTA Owner's Policy of Title Insurance, in currently utilized Form (amended) (the "Title Policy") in the amount of \$165,000.00, showing fee simple title to the Premises to be in Chamber, subject only to the those title exceptions permitted in accordance with this Agreement, including but not limited to the recorded easements, assessments, covenants and deed restrictions, with the so-called "printed" or "standard" exceptions deleted to the extent possible. The Title Policy shall be issued by the Escrow Agent or such other nationally recognized title company as shall be acceptable to Chamber and City (the "Title Company"). The Title Policy shall also affirmatively insure: (i) Chamber's right to use any appurtenant easements; (ii) that the Premises will have the benefit of direct ingress and egress, both pedestrian and vehicular, to and from a public highway; and (iii) such other matters as Chamber may reasonably require to address material matters disclosed in the Title Commitment.
- (ii) Upon execution of this Agreement, Chamber shall order from Escrow Agent a commitment for the Title Policy (the "Title Commitment") and cause the same (with legible copies of all exceptions attached thereto) to be delivered to each party hereto no later than thirty (30) days thereafter. The Title Commitment shall be updated and endorsed to include all liens, claims, encumbrances, easements, rights-of-way, encroachments, reservations, restrictions and any other matters affecting the Premises, which shall commit to delete the standard printed exceptions and creditors rights' exclusion, and any matters disclosed by the Survey. Within thirty (30) days after receipt of both the Commitment and the Survey, Chamber shall serve upon City a notice specifying those exceptions to title, if any, that materially interfere with the use of the Premises for Chamber's intended use (the "Title

Defects"). Chamber acknowledges that, for purposes of this Section 11, real estate taxes and assessments, both general and special, that are not yet due and payable, the recorded easements, covenants and deed restrictions acceptable to the Chamber, and zoning ordinances do not constitute Title Defects. Any exceptions appearing after issuance of the Title Commitment and/or Survey shall also be deemed Title Defects unless approved in writing by Chamber.

- (iii) Upon receipt by City of Chamber's notice of Title Defects, if any, City shall immediately and diligently pursue the removal of the Title Defects. City shall have thirty (30) days after receipt of notice in which to cure such Title Defects (or, if the Title Defects are not readily curable within said thirty (30) day period, then City may have such additional time as Chamber may permit in writing, in which case, the Closing Date shall, at Chamber's option, be extended accordingly) (said thirty (30) day period, as the same may be extended, being hereinafter referred to as the ("Cure Period")). If some or all of the Title Defects can only reasonably be cured at Closing, then City may agree in writing to cure such Title Defects at Closing, subject to Chamber's reasonable consent. Should City fail to cure the Title Defects within the Cure Period, City shall notify Chamber of such fact prior to the expiration of the Cure Period, and Chamber shall have the option to: (i) accept the Premises subject to the Title Defects, or (ii) declare this Agreement to be null and void and of no further force or effect, except to the extent a party is in breach of this Agreement, Chamber and City shall each be relieved of all further liability hereunder, and except that the parties shall equally share all title and escrow costs incurred to date. If Chamber elects not to terminate this Agreement as provided above, then City shall cause the Title Company to update the Title Commitment prior to the Closing Date.

b. Exchange B.

- (i) On the Closing Date, City shall receive an ALTA Owner's Policy of Title Insurance, in currently utilized Form (amended) (the "Title Policy") in the amount of \$165,000.00, showing fee simple title to the Premises to be in City, subject only to the those title exceptions permitted in accordance with this Agreement, including but not limited to the recorded easements, assessments, covenants and deed restrictions, with the so-called "printed" or "standard" exceptions deleted to the extent possible. The Title Policy shall be issued by the Escrow Agent or such other nationally recognized title company as shall be acceptable to City and Chamber (the "Title Company"). The Title Policy shall also affirmatively insure: (i) City's right to use any appurtenant easements; (ii) that the Premises will have the benefit of direct ingress and egress, both pedestrian and vehicular, to and from a public highway; and (iii) such other matters as City may reasonably require to address material matters disclosed in the Title Commitment.

- (ii) Upon execution of this Agreement, City shall order from Escrow Agent a commitment for the Title Policy (the "Title Commitment") and cause the same (with legible copies of all exceptions attached thereto) to be delivered to each party hereto no later than thirty (30) days thereafter. The Title Commitment shall be updated and endorsed to include all liens, claims, encumbrances, easements, rights-of-way, encroachments, reservations, restrictions and any other matters affecting the Premises, which shall commit to delete the standard printed exceptions and creditors rights' exclusion, and any matters disclosed by the Survey. Within thirty (30) days after receipt of both the Commitment and the Survey, City shall serve upon Chamber a notice specifying those exceptions to title, if any, that materially interfere with the use of the Premises for City's intended use (the "Title Defects"). City acknowledges that, for purposes of this Section 11, real estate taxes and assessments, both general and special, that are not yet due and payable, the recorded easements, covenants and deed restrictions acceptable to the City, and zoning ordinances do not constitute Title Defects. Any exceptions appearing after issuance of the Title Commitment and/or Survey shall also be deemed Title Defects unless approved in writing by City.
- (iii) Upon receipt by Chamber of City's notice of Title Defects, if any, Chamber shall immediately and diligently pursue the removal of the Title Defects. Chamber shall have thirty (30) days after receipt of notice in which to cure such Title Defects (or, if the Title Defects are not readily curable within said thirty (30) day period, then Chamber may have such additional time as City may permit in writing, in which case, the Closing Date shall, at City's option, be extended accordingly) (said thirty (30) day period, as the same may be extended, being hereinafter referred to as the ("Cure Period")). If some or all of the Title Defects can only reasonably be cured at Closing, then Chamber may agree in writing to cure such Title Defects at Closing, subject to City's reasonable consent. Should Chamber fail to cure the Title Defects within the Cure Period, Chamber shall notify City of such fact prior to the expiration of the Cure Period, and City shall have the option to: (i) accept the Premises subject to the Title Defects, except for liens in a definite or ascertainable amount (which liens Chamber hereby agrees to discharge prior to Closing), subject to, if requested by City and mutually agreed to by Chamber or (ii) declare this Agreement to be null and void and of no further force or effect, except to the extent a party is in breach of this Agreement, City and Chamber shall each be relieved of all further liability hereunder, and except that the parties shall equally share all title and escrow costs incurred to date. If City elects not to terminate this Agreement as provided above, then Chamber shall cause the Title Company to update the Title Commitment prior to the Closing Date.

12. Risk of Loss.

a. Exchange A. All risk of loss or damage to Premises A shall be borne by the City until Closing. However, in the event of any loss of or damage to Premises A, or any part thereof, prior to Closing, Chamber shall have the option, in its sole discretion, to (i) terminate this Agreement or (ii) proceed to Closing as required hereunder, conditioned upon the City assigning all its interest in insurance or other payments for loss or damage to Premises A. In the event of condemnation or threat of condemnation of any part of Premises A prior to Closing, Chamber shall have the option, in its sole discretion, to (i) terminate this Agreement or (ii) proceed to Closing conditioned upon any condemnation award being paid, credited, or assigned, as appropriate, to Chamber at Closing.

b. Exchange B. All risk of loss or damage to Premises B shall be borne by Chamber until Closing. However, in the event of any loss of or damage to Premises B, or any part thereof, prior to Closing, the City shall have the option, in its sole discretion, to (i) terminate this Agreement or (ii) proceed to Closing as required hereunder, conditioned upon Chamber assigning all its interest in insurance or other payments for loss or damage to Premises B. In the event of condemnation or threat of condemnation of any part of Premises B prior to Closing, the City shall have the option, in its sole discretion, to (i) terminate this Agreement or (ii) proceed to Closing conditioned upon any condemnation award being paid, credited, or assigned, as appropriate, to the City at Closing.

13. Inspections.

a. Exchange A.

- (i) The City shall give to Chamber and its designated agents and representatives full access to Premises A during normal business hours throughout the Chamber Study Period as defined in Paragraph 13(a)(ii), including the right, at Chamber's own risk to cause its agents or representatives to enter upon Premises A for the purpose of (i) making physical and topographic surveys; and (ii) conducting such tests, investigations and studies as Chamber may desire, including, but not limited to, those related to engineering, water, groundwater, sanitary and storm sewer, utilities and environmental matters, as well as soil borings.

In the event Premises A is not transferred to Chamber, Chamber shall, at its expense, restore Premises A to its prior condition to the extent of any changes made by its agents or representatives. The City shall furnish to Chamber during the Chamber Study Period all information concerning Premises A which Chamber may reasonably request and which is in the possession of the City.

- (ii) Chamber shall have thirty (30) days from the Effective Date, ("Chamber Study Period"), to complete the studies described in Paragraph 13(a)(i) and to determine in its sole discretion that the condition of Premises A is satisfactory for the intended use of Chamber. In the event that Chamber is

not so satisfied for any reason whatsoever at any time prior to the expiration of the Chamber Study Period, Chamber shall advise the City in writing of its intention not to proceed to Closing under the terms of this Agreement, and in such event, this Agreement shall automatically be terminated, and no party shall have any liability hereunder other than dividing on an equal basis any Title Company costs incurred to date.

b. Exchange B.

- (i) Chamber shall give to the City and its designated agents and representatives full access to Premises B during normal business hours throughout the City Study Period as defined in Paragraph 13(b)(ii), including, but not limited to, the right, at the City's own risk to cause its agents or representatives to enter upon Premises B for the purpose of (i) making physical and topographic surveys; and (ii) conducting such tests, investigations and studies as the City may desire, including those related to engineering, water, groundwater, sanitary and storm sewer, utilities and environmental matters, as well as soil borings.

In the event Premises B is not transferred to City, the City shall, at its expense, restore Premises B to its prior condition to the extent of any changes made by its agents or representatives. Chamber shall furnish to the City during the City Study Period all information concerning Premises B which the City may reasonably request and which is in the possession of Chamber.

- (ii) The City shall have thirty (30) days from the Effective Date, ("City Study Period"), to complete the studies described in Paragraph 13(b)(i) and to determine in its sole discretion that the condition of Premises B is satisfactory for the intended use of the City. In the event that the City is not so satisfied for any reason whatsoever at any time prior to the expiration of the City Study Period, the City shall advise Chamber in writing of its intention not to proceed to Closing under the terms of this Agreement, and in such event, this Agreement shall automatically be terminated, and no party shall have any liability hereunder other than dividing on an equal basis any Title Company costs incurred to date.

14. Contingencies.

This Agreement is contingent upon the following: Approval of this Agreement by City Council and all required City officials pursuant to law.

15. Brokerage.

Both parties warrant and represent that they have not dealt with any realtor, broker, consultant or like agent who might be entitled to any compensation in connection with the transaction contemplated hereby.

16. Default.

In the event that either party shall default in the performance of any covenant or agreement herein contained, or in the event of a breach of any warranty or representation herein contained, the non-defaulting party shall be entitled to bring an action for damages and/or for equitable relief including specific performance; provided, however neither party hereto shall be liable for consequential or punitive damages. Notwithstanding anything to the contrary contained in this Agreement, a party hereto claiming a default shall give the other party written notice of such default, and such other party shall have a period of ten (10) days following delivery of such notice in which to cure such default.

17. Miscellaneous.

a. Where necessary or appropriate to the meaning hereof, the singular shall be deemed to include the plural and the masculine to include the feminine and neuter.

b. This Agreement and the Exhibits constitute the entire agreement between the parties hereto with respect to the transactions herein contemplated. Any modifications or amendments to this Agreement shall be effective only if in writing and executed by each of the parties hereto.

c. Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (i) in person, (ii) by certified or registered U.S. mail, postage prepaid, return receipt requested, or (iii) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and shall be addressed as follows:

To City:	City of Strongsville 16099 Foltz Industrial Parkway Strongsville, Ohio 44149-5598 Attention: Mayor Thomas P. Perciak
With a copy to:	Neal M. Jamison, Esq. Law Director 16099 Foltz Industrial Parkway Strongsville, Ohio 44149-5598
To Chamber:	Strongsville Chamber of Commerce, LLC 18829 Royalton Road Strongsville, Ohio 44136 Attention: Amy T. Ferree, Executive Director
With a copy to:	Walter F. Ehrnfelt III, Esq. Waldheger-Coyne 1991 Crocker Road, #550 Westlake, Ohio 44145

Either party hereto may change the name and address of the person to which notice shall be sent by giving notice of such change to the other party hereto as hereinbefore provided. Any notice shall be effective on delivery or on the date delivery was refused.

d. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

e. The "**Effective Date**" of this Agreement shall be the date on which the last of City or Chamber, as the case may be, signs this Agreement and delivers a fully-executed original to the other party, thereby causing it to be fully executed by both parties hereto through the signatories below as duly authorized in accordance with law.

f. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both City and Chamber have contributed substantially and materially to the preparation of this Agreement.

g. The captions of the Sections of this Agreement are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms or provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement as of the Effective Date.

**STRONGSVILLE CHAMBER OF
COMMERCE, LLC**

By: _____

Date: _____

CITY OF STRONGSVILLE

By: _____
Thomas P. Perciak, Mayor

Date: _____

APPROVED FOR FORM:

Neal M. Jamison, Law Director

Date: _____

CERTIFICATION OF FUNDS

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

Eric R. Dean, Director of Finance

Date:_____

EXHIBIT A

EXHIBIT A

Situated in the City of Strongsville, County of Cuyahoga, State of Ohio and known as being part of Original Strongsville Township Lot No. 55, and further bounded and described as follows:

Beginning at an Iron Pin in a monument box marking the intersection of the centerline of Pearl Road (S.R. 42) (Varies), with the centerline of Royalton Road (S.R. 82) as relocated (Width Varies);

Thence North 67° 40' 30" East along said centerline of Royalton Road, a distance of 89.05 feet to an Iron Pin found in a monument box at a point of curvature;

Thence South 74° 51' 00" East, a distance of 96.75 feet to a point on the Southerly right of way line of Royalton Road;

Thence Northeasterly along the arc of a circle deflecting to the right, a distance of 7.20 feet to a point on the Westerly line of a parcel of land conveyed to the City of Strongsville by Certificate of Title No. 131048, said point being the PRINCIPAL PLACE OF BEGINNING, 5/8" Iron Pin found capped "Campbell", distant South 1.00", said arc having a radius of 1,580.02 feet and a chord which bears North 70° 36' 12" West, 7.20 feet;

Thence Northeasterly along the arc of a circle deflecting to the right, a distance of 155.14 feet to an Iron Pin set, said arc having a radius of 1,580.02 feet and a chord which bears North 73° 32' 23" East, 155.07 feet;

Thence South 05° 47' 11" East, a distance of 93.46 feet to an Iron Pin set on a Southerly line of a parcel of land conveyed to the Trustees of Strongsville Township by deed recorded in Volume 302, Page 225 of Cuyahoga County Records;

Thence South 84° 27' 59" West along the Southerly line of said land conveyed a distance of 52.97 feet to a point on the Easterly line of said land conveyed to the Trustees of the City of Strongsville by Certificate of Title No. 131408, (drill hole and x found 0.64'S-0.13E);

Thence South 04° 48' 06" East along said Easterly line, a distance of 16.90 feet to the Southeasterly corner of land conveyed, (5/8" Iron Pin capped "Campbell" 0.68S-0.13'E);

Thence South 89° 38' 57" West along a Southerly line of said land conveyed, a distance of 59.17 feet to a point (5/8" Iron Pin found capped "Campbell" 0.84'S-0.16'E);

Thence South 04° 35' 00" East along an Easterly line of said land conveyed, a distance of 15.49 feet to the most Southerly line of said land conveyed (5/8" Iron Pin found 0.09'S-0.08'E);

Thence South 83° 54' 46" West along said most Southerly line, a distance of 41.46 feet to the Southwesterly corner of said land conveyed, (7/8" Iron Pin found bent capped "Campbell" 0.58'S-0.018'E);

Thence North 04° 48' 51" West along the Westerly line of said land conveyed, a distance of 91.2 feet to the PRINCIPAL PLACE OF BEGINNING and containing 14,204.8649 SF- 0.326 Acres of land according to a survey by George A. Hofmann, Registered Surveyor Non. 6752.

Course used in this description are based on the centerline of Pearl Road bearing North 04° 48' 06" West and are used to indicated angles only.

Iron Pin set are 5/8" rebar capped 6752/7477.
Dimensions are given in feet and decimal parts thereof.

Permanent Parcel No. 396-17-120

EXHIBIT B

EXHIBIT B

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. 55, bounded as follows: Beginning at a point in the Southerly line of Royalton Road at the Northwestern corner of land conveyed to the Grantees herein by deed dated Nov. 9, 1946, said point being 160 feet Westerly from the Northwestern corner of land conveyed to C.H. Fish by deed dated June 7, 1918 and recorded in Volume 4855, Page 290 of Cuyahoga County Records; Thence Southwesterly along the Southerly line of Royalton Road, 80 feet; Thence Southeasterly at an included angle of 90 deg. 230 feet to a point; Thence Northeasterly in a line parallel to the southerly line of Royalton Road, 80 feet to a point; Thence Northerly at an include angle of 90° 230' to the place of beginning and along the Southwesterly line of land heretofore conveyed to the Grantee herein, be the same more or less, but subject to all legal highways. The above parcel of land is vacant and lies immediately west of premises known as 19191-3 Royalton Road, described as Parcel No. 3 below.

Permanent Parcel No. 393-18-003

Parcel 2

Situated in the Village of Strongsville, County of Cuyahoga and State of Ohio, and known as being part of Original Strongsville Township Lot No. 55, bounded and described as follows: Beginning at a point in the Southerly line of Royalton Road 80 feet Westerly, measured along said Southerly line from the Northwestern corner of land conveyed to Clark R. Fish by deed dated October 23, 1937 and recorded in Volume 4855, Page 562 of Cuyahoga County Records; Thence Southwesterly along the Southerly line of Royalton Road, 80 feet; Thence Southwesterly at an included angle of 90° 230' to a point; Thence Northeasterly in a line parallel with the Southerly line of Royalton Road , 80 feet to a point; Thence Northerly at an included angle of 90° 230' to the place of beginning, as appears by the survey of Clarence E. Karn, Registered Surveyor, No. 3242, be the same more or less, but subject to all legal highways. Said premises are further known as 19191-3 Royalton Road, Strongsville, Ohio.

Permanent Parcel No. 393-18-004

Parcel 3

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio: And known as being part of Strongsville Township Lot No. 55, and bounded and described as follows: Beginning in the Southerly line of Royalton Road at the Northwestern corner of land conveyed to C.H. Fish by deed recorded in Volume 4855, page 290 of Cuyahoga County Records; Thence Southeasterly at an included angle of 90° 250' to a point; Thence Southwesterly at an included angel of 90° 80' to a point; Thence Northerly at an included angle of 90° 250' to a point in the Southerly line of Royalton Road; Thence Easterly along the Southerly line of Royalton Road at an included angle of 90° 80' to the place of beginning, according to a survey by Clarence E. Kern, Registered Surveyor No. 3242, be the same more or less, but subject to all legal highways.

EXCEPTING THEREFROM: That portion of land conveyed to the State of Ohio containing 958 square feet of land recorded October 18, 1994 in Volume 94-09831, Page 54 of Cuyahoga County Records.

Permanent Parcel No. 393-18-005

EXHIBIT C

**CROSS ACCESS EASEMENT FOR INGRESS, EGRESS, PARKING AND
CERTAIN UTILITIES**

This CROSS ACCESS EASEMENT FOR INGRESS, EGRESS, PARKING AND CERTAIN UTILITIES (hereinafter "Easement") is entered into this _____ day of _____, 2023, by and between the **STRONGSVILLE CHAMBER OF COMMERCE, LLC**, an Ohio for profit limited liability company (hereinafter "Chamber") and the **CITY OF STRONGSVILLE**, a municipal corporation, organized and existing under the laws of the State of Ohio (hereinafter "City") (Chamber and City hereinafter collectively referred to as "Parties").

WHEREAS, the Chamber is the owner in fee simple of certain real estate located in the City of Strongsville, Ohio and known as Permanent Parcel No. 396-17-120 (hereinafter referred to as the "Chamber's Parcel") as further described in Exhibit A, attached hereto and made a part hereof; and

WHEREAS, the City is the owner in fee simple of certain real estate located in the City of Strongsville, Ohio and known as Permanent Parcel No. 396-17-121 (hereinafter referred to as the "City's Parcel"), as further described in Exhibit B, attached hereto and made a part hereof; and

WHEREAS, the Chamber's Parcel and the City's Parcel together shall be known as the Properties, or individually as the Property; and

WHEREAS, the parties acknowledge that the Properties were originally developed as one parcel as to parking, ingress and egress, walkways, utilities both over and under the ground, and the location of air conditioning units; and

WHEREAS, the parties acknowledge that the Properties have previously been split and ownership of one parcel has just been transferred to the Chamber; and

WHEREAS, the Parties agree to grant, subject to the terms and conditions of this Easement, each to the other, certain rights related to any storm water and sewer lines and facilities located or to be located on the Properties; and

WHEREAS, the Parties agree to grant, subject to the terms and conditions of this Easement, each to the other, certain additional rights of ingress, egress, shared parking and shared concrete walkway between the buildings on the Properties; and

WHEREAS, the Parties agree to grant, subject to the terms and conditions of this Easement, each to the other, certain additional rights related to the use, operation, and maintenance of certain utilities located on, and servicing, the Properties; and

WHEREAS, the Parties agree to grant, subject to the terms and conditions of this Easement, each to the other, certain additional rights related to the location of the air conditioning units servicing the Properties.

NOW, THEREFORE, for good and valuable consideration and based upon the mutual conveyances and covenants stated herein, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. Chamber grants and conveys to City across the Chamber's Parcel a non-exclusive, perpetual easement for right-of-way, driveway access, ingress, egress for the benefit of City's Parcel.
2. City grants and conveys to Chamber across the City's Parcel a non-exclusive, perpetual easement for right-of-way, driveway access, ingress, egress for the benefit of Chamber's Parcel.
3. Chamber grants and conveys to City a non-exclusive, perpetual easement for the benefit, use and enjoyment of all parking spaces upon the Chamber's Parcel.
4. City grants and conveys to Chamber a non-exclusive, perpetual easement for the benefit, use and enjoyment of all parking spaces upon the City's Parcel.
5. Chamber grants and conveys to City a non-exclusive, perpetual easement for the benefit, use and enjoyment of a shared concrete walkway that currently runs between the buildings on the Chamber's Parcel and the City's Parcel.
6. City grants and conveys to Chamber a non-exclusive, perpetual easement for the benefit, use and enjoyment of a shared concrete walkway that currently runs between the buildings on the City's Parcel and the Chamber's Parcel.
7. The parties hereby grant and convey, each to the other, non-exclusive, perpetual easements for general utility purposes ("Utility Easements"). Said Utility Easements shall allow the Parties the right to operate, maintain, and repair any facilities ("Utility Lines") that currently exist and may be necessary for the supply of gas, water, electric power, cable, telephone, internet, or other utilities, or drainage of storm water or sanitary sewer, on, across, under, or through the Properties. Said Utility Easements do NOT convey the right of either of the Parties to add or install additional Utility Lines on the Property of the other Party without prior written consent, nor to increase the burden of any current Utility Lines on the Property of the other Party without prior written consent. The parties further agree to work together to submeter the electrical services to the buildings on their respective Property.
8. The parties hereby grant and convey, each to the other, non-exclusive, perpetual easements for the air conditioning units that service the buildings on the Properties. Said easement

shall allow the Parties the right to operate, maintain and repair any air conditioning unit(s) that currently exist and may be necessary in the future even though the units may be located on the other Party's property.

9. The Parties agree to refrain from interfering with the other's rights to ingress and egress across the Parcel of the other, and further agree that the Chamber shall have the right to limit or prevent parking on its Parcel during events as determined in the discretion of the Chamber.
10. The Parties agree and acknowledge that the respective easements granted herein shall be for the benefit, use and enjoyment of the Parties herein and their respective guests and invitees. The Parties reserve unto themselves the right to use their respective properties for purposes not inconsistent with the easement rights granted herein. The Parties acknowledge that the easements, covenants, and agreements herein contained shall run with the land, and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representative, successors and assigns.
11. The parties mutually agree that each shall pay one-half (1/2) of the cost of repairing, maintaining, and/or improving the walkway between the buildings as set out in Paragraph Five (5) unless a Property is transferred, in which case the subsequent owner will be responsible for its respective one-half (1/2) share.
12. The mutual reciprocal grants of easements for driveway access, ingress, egress and parking spaces is limited to the areas where they are currently located as shown on the attached drawing as Exhibit C or as otherwise agreed between the owners of the two (2) Parcels.
13. The mutual reciprocal grants of easements for the shared walkway between the buildings and for air conditioning units is limited to the areas where they are currently located as shown on the attached drawing as Exhibit C or at such other locations as agreed between the owners of the two (2) Parcels.
14. The mutual reciprocal grants of easements for gas, water, electric power, cable, telephone, internet, other utilities, storm sewers, and sanitary sewers is limited to the areas where they are currently located on, under or across the two (2) Parcels; or as such other locations as agreed between the owners of the two (2) Parcels.
15. The parties agree that the City will be solely responsible and maintain in good condition at its sole cost and expense, the driveway access, ingress and egress, parking spaces, all utility lines and facilities located on its Parcel.
16. The parties agree the Chamber will be solely responsible and maintain in good condition at its sole cost and expense, the driveway access, ingress and egress, parking spaces, all utility lines and facilities located on its Parcel.
17. The rights created under this Cross Easement Agreement shall include the right to enter upon such portions of the Parcels as may be reasonably necessary to gain access to or otherwise utilize the benefit of the specific easements described herein and the rights conferred to the Parcels under this Cross Easement Agreement, provided that any such

entry will be done in a manner so as to cause the least possible interference with the use of that portion of the Parcel in question by its owner and the party exercising such right shall immediately restore or repair any damage to real property, including any improvements located thereon, or to personal property caused by such entry.

18. The Cross Easements herein above granted shall be used and enjoyed by each owner and its permittees in such a manner so as not to unreasonably interfere with, obstruct or delay the conduct and operations of the business of any other owner or its permittees at any time conducted on its Parcel, including, without limitation, public access to and from said business, and the receipt or delivery of merchandise in connection therewith. Except as otherwise set forth in this Cross Easement Agreement, all easement rights shall be exercised by each owner at its sole cost and expense.
19. No partnership is intended between the Parties, for any purpose. Each party is to conduct and operate its business in and upon its respective parcel independently and nothing herein contained shall be construed to:
 - a. Create a partnership agreement.
 - b. Constitute the Parties as partners with respect to the conduct and operation of their respective Parcels.
 - c. Establish a principal and agent relationship between the Parties; or
 - d. Constitute or be a joint-venture between the Parties.
20. This Easement shall be construed, interpreted and enforced under the laws of the State of Ohio. If any provision or portion hereof be invalid or unenforceable, the remainder of the applications of such provisions or portions thereof to any person or circumstances shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Easement represents the complete understanding of the Parties. No waiver of any provision hereof shall be deemed to imply or constitute a further waiver thereof, or waiver of any other provisions set forth herein.
21. Any duty or obligation either Party owes to the other under this Cross Easement Agreement terminates and transfers to the new owner of the Parcel on the date of the transfer of ownership.

IN WITNESS WHEREOF, this instrument is executed this ____ day of _____, 2023.

Signed and acknowledged in
the presence:

**STRONGSVILLE CHAMBER OF
COMMERCE**

By: _____

Its: _____

CITY OF STRONGSVILLE

By: _____
Thomas P. Perciak
Its: 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 **STRONGSVILLE CHAMBER OF COMMERCE**, by _____, its President, who acknowledged that he/she did sign the foregoing instrument and that the same is his/her free and voluntary act and deed as such officer and the free and voluntary act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal at _____, Ohio, this ____ day of _____, 2023.

Notary Public

STATE OF OHIO)
) ss:
COUNTY OF CUYAHOGA)

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

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Strongsville, Ohio, this ____ day of _____, 2023.

Notary Public

HOFMANN - METZKER, INC.

REGISTERED PROFESSIONAL SURVEYORS
P. O. BOX 343 - 24 BEECH STREET
BEREA, OH 44017 (440) 234-7350

George A. Hofmann, P.S., President
Richard D. Metzker, P.S., Vice President

City Of Strongsville

DESCRIPTION **PARCEL "A"**

4-22-2021

Situated in the City of Strongsville, County of Cuyahoga, State of Ohio and known as being part of Original Strongsville Township Lot No. 55, and further bounded and described as follows:

Beginning at an Iron Pin in a monument box marking the intersection of the centerline of Pearl Road (S.R. 42) (Varies), with the centerline of Royalton Road (S.R. 82) as relocated (Width Varies);

Thence North 67 degrees 40 minutes 30 seconds East along said centerline of Royalton Road, a distance of 89.05 feet to an Iron Pin Found in a monument box at a point of curvature;

Thence South 74 degrees 51 minutes 00 seconds East, a distance of 96.75 feet to a point on the Southerly right of way line of Royalton Road;

Thence Northeasterly along the arc of a circle deflecting to the right, a distance of 7.20 feet to a point on the Westerly line of a parcel of land conveyed to the City of Strongsville by Certificate of Title No. 131048, said point being the PRINCIPAL PLACE OF BEGINNING, 5/8" Iron Pin Found capped "Campbell", distant South 1.00', said arc having a radius of 1.580.02 feet and a chord which bears North 70 degrees 36 minutes 12 " West, 7.20 feet;

Thence Northeasterly along the arc of a circle deflecting to the right, a distance of 155.14 feet to an Iron Pin Set, said arc having a radius of 1,580.02 feet and a chord which bears North 73 degrees 32 minutes 23 seconds East, 155.07 feet;

Thence South 05 degrees 47 minutes 11 seconds East, a distance of 93.46 feet to an Iron Pin Set on a Southerly line of a parcel of land conveyed to the Trustees of Strongsville Twp. by deed recorded in Vol. 302, Page 225 of Cuyahoga County Records;

Thence South 84 degrees 27 minutes 59 seconds West along the Southerly line of said land conveyed, a distance of 52.97 feet to a point on the Easterly line of said land conveyed to the Trustees of the City of Strongsville by Certificate of Title No. 131408, (drill hole and x found 0.64'S-0.13'E);

Thence South 04 degrees 48 minutes 06 seconds East along said Easterly line, a distance of 16.90 feet to the Southeasterly corner of said land conveyed, (5/8" Iron Pin Found capped "Campbell" 0.68'S -0.13'E);

EXHIBIT A

City of Strongsville
Parcel "A"
Page 2

Thence South 89 degrees 38 minutes 57 seconds West along a Southerly line of said land conveyed, a distance of 59.17 feet to a point (5/8" Iron Pin Found capped "Campbell" 0.84'S-0.16'E);

Thence South 04 degrees 35 minutes 00 seconds East along an Easterly line of said land conveyed, a distance of 15.49 feet to the most Southerly line of said land conveyed (5/8" Iron Pin Found 0.09'S-0.08'E);

Thence South 83 degrees 54 minutes 46 seconds West along said most Southerly line, a distance of 41.46 feet to the Southwesterly corner of said land conveyed, (5/8" Iron Pin Found Bent capped "Campbell" 0.58'S-0.18'E);

Thence North 04 degrees 48 minutes 51 seconds West along the Westerly line of said land conveyed, a distance of 91.52 feet to the PRINCIPAL PLACE OF BEGINNG and containing 14,204.8649 SF – 0.326 Acres of land according to a survey by George A. Hofmann, Registered Surveyor No. 6752.

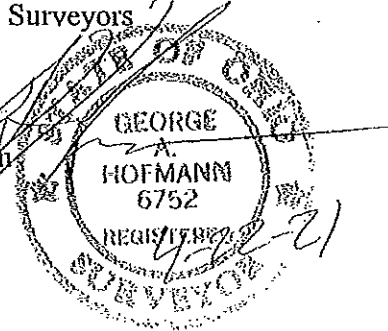
Course used in this description are based on the centerline of Pearl Road bearing North 04 degrees 48 minutes 06 seconds West and are used to indicate angles only.

Iron Pin Set are 5/8" rebar capped 6752/7477.
Distances are given in feet and decimal parts thereof.

HOFMANN-METZKER, INC.
Registered Professional Surveyors

By:

George A. Hofmann



HOFMANN - METZKER, INC.

REGISTERED PROFESSIONAL SURVEYORS
P. O. BOX 343 - 24 BEECH STREET
BEREA, OH 44017 (440) 234-7350

George A. Hofmann, P.S., President
Richard D. Metzker, P.S., Vice President

City Of Strongsville

DESCRIPTION **PARCEL "B"**

4-22-2021

Situated in the City of Strongsville, County of Cuyahoga, State of Ohio and known as being part of Original Strongsville Township Lot No. 55, and further bounded and described as follows:

Beginning at an Iron Pin in a monument box marking the intersection of the centerline of Pearl Road (S.R. 42) (Varies), with the centerline of Royalton Road (S.R. 82) as relocated (Width Varies);

Thence North 67 degrees 40 minutes 30 seconds East along said centerline of Royalton Road, a distance of 89.05 feet to an Iron Pin Found in a monument box at a point of curvature;

Thence South 74 degrees 51 minutes 00 seconds East, a distance of 96.75 feet to a point on the Southerly right of way line of Royalton Road;

Thence Northeasterly along the arc of a circle deflecting to the right, a distance of 7.20 feet to a point on the Westerly line of a parcel of land conveyed to the City of Strongsville by Certificate of Title No. 131048, 5/8" Iron Pin Found capped "Campbell", distant South 1.00', said arc having a radius of 1.580.02 feet and a chord which bears North 70 degrees 36 minutes 12 " West, 7.20 feet;

Thence Northeasterly along the arc of a circle deflecting to the right, a distance of 155.14 feet to an Iron Pin Set, said arc having a radius of 1,580.02 feet and a chord which bears North 73 degrees 32 minutes 23 seconds East, 155.07 feet to the PRINCIPAL PLACE OF BEGINNING;

Thence continuing Northeasterly along the arc of a circle deflecting to the right a distance of 43.39 feet to an Iron Pin Set, said arc having a radius of 1.580.02 and a chord which bears North 77 degrees 08 minutes 21 second East, 43.38 feet;

Thence North 84 degrees 21 minutes 14 seconds East along said Southerly right of way line, a distance of 94.46 feet to an Iron Pin Set on the Easterly line of a parcel of land conveyed to the Trustees of Strongsville Twp. by deed recorded in Vol. 302, Page 225 of Cuyahoga County Records;

Thence South 04 degrees 49 minutes 28 seconds East along said Easterly line, a distance of 99.19 feet to the Southeasterly corner thereof, (5/8" Iron Pin Found 0.15'E -0.07'S);

City of Strongsville

EXHIBIT B

Parcel "B"

Page 2

Thence South 84 degrees 27 minutes 59 seconds West along the Southerly line of said land conveyed, a distance of 135.85 feet to an Iron Pin Set;

Thence North 05 degrees 47 minutes 11 seconds West, a distance of 93.46 feet the PRINCIPAL PLACE OF BEGINNING and containing 13,425.3295 SF – 0.3082 Acres of land according to a survey by George A. Hofmann, Registered Surveyor No. 6752.

Course used in this description are based on the centerline of Pearl Road bearing North 04 degrees 48 minutes 06 seconds West and are used to indicate angles only.

Iron Pin Set are 5/8" rebar capped 6752/7477.

Distances are given in feet and decimal parts thereof.

HOFMANN-METZKER, INC.
Registered Professional Surveyors

By:

George A. Hofmann
George A. Hofmann



LOT SPLIT & CONSOLIDATION
 OLD TOWN HALL
 MADE AT THE INSTANCE OF
 THE CITY OF STRONGSVILLE
 ORIGINAL STRONGSVILLE TOWNSHIP LOT N° 55
 NOW IN THE CITY OF STRONGSVILLE
 CUYAHOGA COUNTY, OHIO

ORDER N° 20-162
 F.B. 758A-139
 October 7, 2020
 April 15, 2021 for recording
 May 5, 2021 County Comments
HOFMANN-METZKER, INC.
 REGISTERED PROFESSIONAL SURVEYORS
 24 BEECH ST - P.O. BOX 343
 BEREA, OHIO 44017
 440-234-7350
 GEORGE HOFMANN E-MAIL
 george_hm@ameritrac.net
 Registered Surveyor No. 6752
 George A. Hofmann



CUYAHOGA COUNTY
 OFFICE OF FISCAL OFFICERS - 1
 LPLAT 8/26/2021 2:58:08 PM
 202105200615

CUYAHOGA COUNTY FISCAL OFFICER
 396-17-021 *Paula C. Smith* 63008113
 396-17-022 *Paula C. Smith* 63008113
 Treasurer of Cuyahoga County
 Paid LAND: 18,280
 S&W: 5.00
 S&W Fee: 5.00
 CASH: 18,280
 TOTAL: 36,560
 #1627569UR

PLANNING COMMISSION

THIS PLAT IS APPROVED BY THE PLANNING COMMISSION OF THE CITY OF STRONGSVILLE
 THIS 11th DAY OF February, 2021.

B.S. Davis
 Secretary

Brian David
 Print Name

Gregory McDonald
 CHAIRMAN
 PRINT NAME

CITY ENGINEER

THIS PLAT IS APPROVED BY THE CITY ENGINEER OF THE CITY OF STRONGSVILLE
 THIS 11th DAY OF February, 2021.

Kan Mikula
 City Engineer

Kan Mikula
 Print Name

CITY COUNCIL

THIS PLAT IS APPROVED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, OHIO BY
 ORDINANCE # _____
 THIS _____ DAY OF _____, 2021.

 Mayor Print Name

ACCEPTANCE

(We) the undersigned owner/s of the land shown hereon, do hereby accept this
 Lot Split as shown hereon.

Thomas P. Perlick

THOMAS P. PERLICK, MAYOR
 print name- title CITY OF STRONGSVILLE

NOTARY

CUYAHOGA COUNTY
 STATE OF OHIO
 S.S. BEFORE ME A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE DID
 PERSONALLY APPEAR THE ABOVE SIGNED Thomas P. Perlick, Mayor WHO DID
 ACKNOWLEDGE THE SIGNING OF THE FOREGOING INSTRUMENT TO BE "HIS/HER/THEIR" FREE
 ACT AND DEED, IN TESTIMONY WHEREOF I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL
 AT Strongsville, OHIO THIS 7 DAY OF May, 2021.

Krista Onofre
 Notary Public

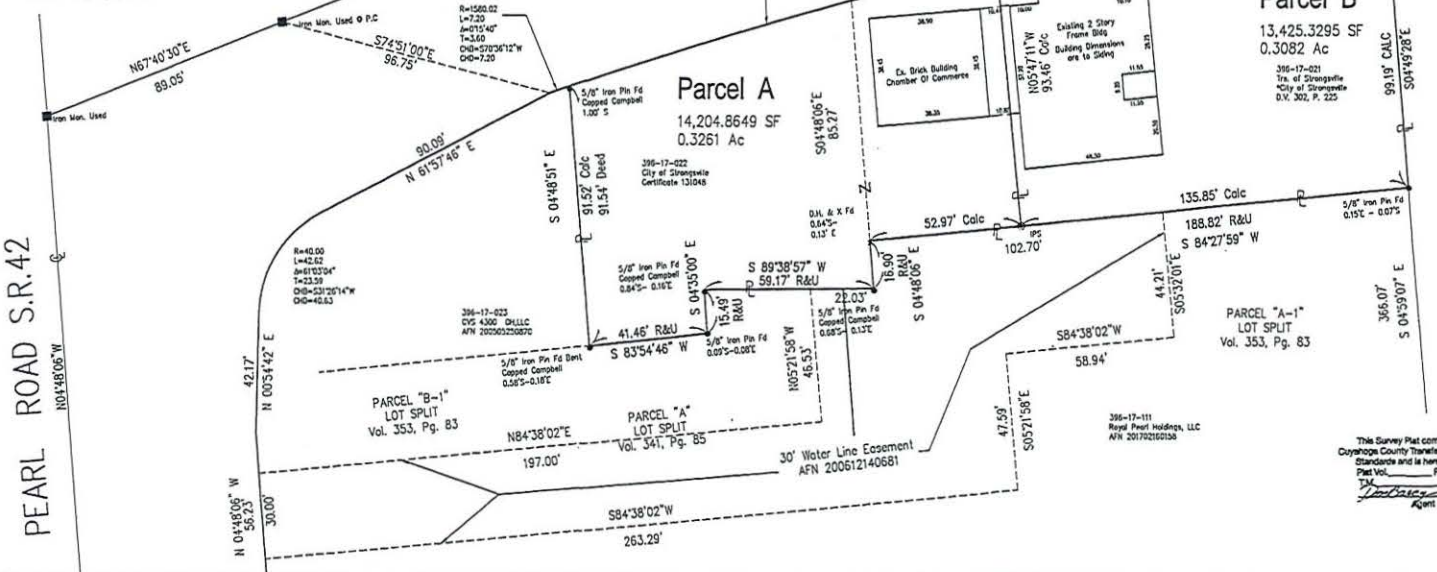


BASIS OF BEARINGS

CENTERLINE OF PEARL ROAD
 BEARING
 N04°48'06"W

ROYALTON ROAD S.R.82

PEARL ROAD S.R.42



SURVEY LEGEND

- calc Denotes Calculated Distance or Angle
- prev Denotes Previous Distance or Angle
- stake Denotes Stake Distance or Angle
- obs Denotes Observed Distance or Angle
- r Denotes Record Distance or Angle
- d Denotes Deed Distance or Angle
- u Denotes Used Point, Distance or Angle
- R/W Denotes Right of Way
- Denotes Centerline
- Denotes Property Line
- Denotes Baseline
- I.P.S. Denotes 5/8" Iron Pin 30" Long Set and Copied 6752/7477
- Denotes Iron Pin Found
- Denotes Iron Pin Found
- Denotes Existing Iron Pin Monument Found
- Denotes Drill Hole Found or Set
- Denotes Nail Found or Set
- Denotes Lath Stake Found or Set

This Survey Plat complies with the
 Cuyahoga County Transfer and Conveyance
 Standards and is hereby approved.
 Paul Vol.
 5/26/2021
 Agent 24-72C

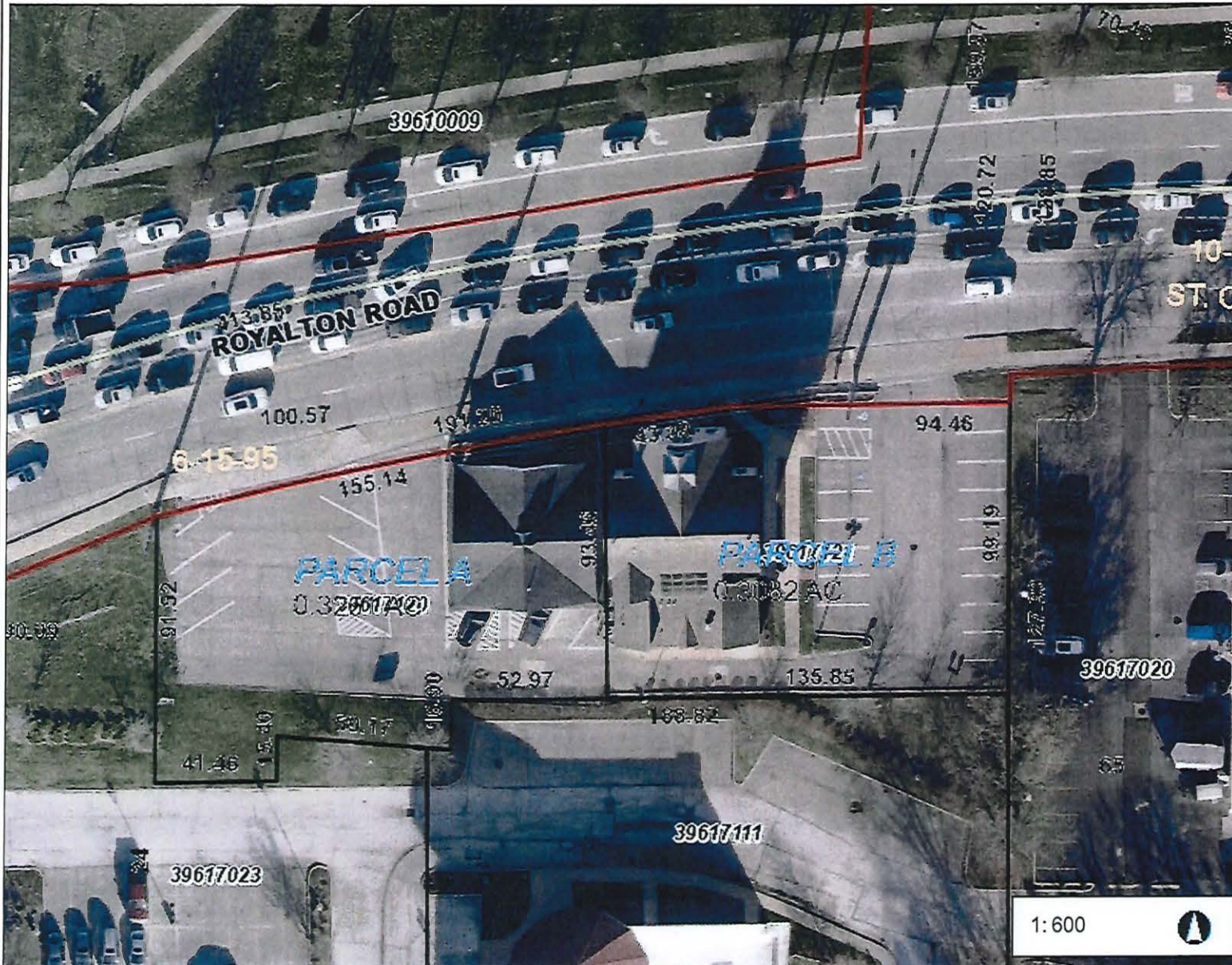
EXHIBIT C

Parcel A = Chamber Bldg. PRN 396-17-120
 Parcel B = Old Town Hall PRN 396-17-121

404



Cuyahoga County GIS Viewer

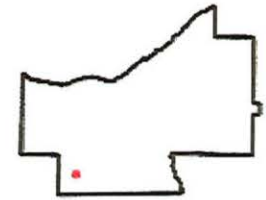


100 0 50 100 Feet

Projection:
WGS_1984_Web_Mercator_Auxiliary_Sphere

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION



Date Created: 5/9/2023

Legend

- ☐ Municipalities
- ☐ Right Of Way
- ☐ Platted Centerline
- ☐ Parcel

EXHIBIT C

Cuyahoga County
Enterprise GIS
PUTTING CUYAHOGA COUNTY ON THE MAP

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2023 – 078

By: Mayor Perciak and All Members of Council

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO ENTER INTO A CROSS ACCESS EASEMENT FOR INGRESS, EGRESS, PARKING AND CERTAIN UTILITIES BETWEEN THE CITY OF STRONGSVILLE, OHIO AND THE STRONGSVILLE CHAMBER OF COMMERCE, LLC, AND DECLARING AN EMERGENCY.

WHEREAS, the Strongsville Chamber of Commerce, LLC ("Chamber") and the City of Strongsville ("City") have agreed to enter into an agreement to exchange real property, so that the Chamber will be the owner of certain property located in the City of Strongsville, Ohio, and known as being Permanent Parcel No. 396-17-120 ("Chamber's Parcel") and

WHEREAS, the City is the owner of certain property located in the City of Strongsville, Ohio, and known as being Permanent Parcel No. 396-17-121 ("City's Parcel"); and

WHEREAS, the City and Chamber desire to grant to each other a cross access easement for the purposes of ingress, egress, parking and certain utilities over and under their respective parcels, subject to certain terms and conditions; and

WHEREAS, therefore, the City and Chamber have agreed to enter into a Cross Access Easement for Ingress, Egress, Parking and Certain Utilities for the various properties described above to the mutual benefit of the City and Chamber; and

WHEREAS, the City and the Chamber now wish to memorialize their various mutual intentions, understandings, promises and agreements in this regard, by entering into the attached Cross Access Easement for Ingress, Egress, Parking and Certain Utilities marked as Exhibit "1" and incorporated herein by reference.

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 approves the mutual grant of easements for the properties described herein, and accordingly, the Mayor is authorized and directed to enter into the attached Cross Access Easement for Ingress, Egress, Parking and Certain Utilities with the Strongsville Chamber of Commerce, LLC on the terms and conditions as specified therein, substantially in the form attached hereto as Exhibit "1" and incorporated herein by reference.

Section 2. That the Clerk of Council and/or City Engineer be and are hereby authorized and directed to cause recording of this Cross Access Easement to be recorded with the Cuyahoga County Fiscal Office after its execution.

Section 3. That any required advance of funds under this Ordinance or expenditure of other limited costs by the City as required for recording purposes have been appropriated and will be paid from the General Fund.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2023 – 078

Page 2

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

Section 5. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to memorialize the agreements and understandings between the parties. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

First reading: _____ Referred to Planning Commission
Second reading: _____
Third reading: _____ Approved: _____

President of Council
Approved: _____
Mayor

Date Passed: _____ Date Approved: _____

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

Attest: _____
Clerk of Council

Ord. No. 2023-078 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

Public Hrg. _____ Ref: _____
Adopted: _____ Defeated: _____

**CROSS ACCESS EASEMENT FOR INGRESS, EGRESS, PARKING AND
CERTAIN UTILITIES**

This CROSS ACCESS EASEMENT FOR INGRESS, EGRESS, PARKING AND CERTAIN UTILITIES (hereinafter "Easement") is entered into this _____ day of _____, 2023, by and between the **STRONGSVILLE CHAMBER OF COMMERCE, LLC**, an Ohio for profit limited liability company (hereinafter "Chamber") and the **CITY OF STRONGSVILLE**, a municipal corporation, organized and existing under the laws of the State of Ohio (hereinafter "City") (Chamber and City hereinafter collectively referred to as "Parties").

WHEREAS, the Chamber is the owner in fee simple of certain real estate located in the City of Strongsville, Ohio and known as Permanent Parcel No. 396-17-120 (hereinafter referred to as the "Chamber's Parcel") as further described in Exhibit A, attached hereto and made a part hereof; and

WHEREAS, the City is the owner in fee simple of certain real estate located in the City of Strongsville, Ohio and known as Permanent Parcel No. 396-17-121 (hereinafter referred to as the "City's Parcel"), as further described in Exhibit B, attached hereto and made a part hereof; and

WHEREAS, the Chamber's Parcel and the City's Parcel together shall be known as the Properties, or individually as the Property; and

WHEREAS, the parties acknowledge that the Properties were originally developed as one parcel as to parking, ingress and egress, walkways, utilities both over and under the ground, and the location of air conditioning units; and

WHEREAS, the parties acknowledge that the Properties have previously been split and ownership of one parcel has just been transferred to the Chamber; and

WHEREAS, the Parties agree to grant, subject to the terms and conditions of this Easement, each to the other, certain rights related to any storm water and sewer lines and facilities located or to be located on the Properties; and

WHEREAS, the Parties agree to grant, subject to the terms and conditions of this Easement, each to the other, certain additional rights of ingress, egress, shared parking and shared concrete walkway between the buildings on the Properties; and

WHEREAS, the Parties agree to grant, subject to the terms and conditions of this Easement, each to the other, certain additional rights related to the use, operation, and maintenance of certain utilities located on, and servicing, the Properties; and

WHEREAS, the Parties agree to grant, subject to the terms and conditions of this Easement, each to the other, certain additional rights related to the location of the air conditioning units servicing the Properties.

NOW, THEREFORE, for good and valuable consideration and based upon the mutual conveyances and covenants stated herein, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. Chamber grants and conveys to City across the Chamber's Parcel a non-exclusive, perpetual easement for right-of-way, driveway access, ingress, egress for the benefit of City's Parcel.
2. City grants and conveys to Chamber across the City's Parcel a non-exclusive, perpetual easement for right-of-way, driveway access, ingress, egress for the benefit of Chamber's Parcel.
3. Chamber grants and conveys to City a non-exclusive, perpetual easement for the benefit, use and enjoyment of all parking spaces upon the Chamber's Parcel.
4. City grants and conveys to Chamber a non-exclusive, perpetual easement for the benefit, use and enjoyment of all parking spaces upon the City's Parcel.
5. Chamber grants and conveys to City a non-exclusive, perpetual easement for the benefit, use and enjoyment of a shared concrete walkway that currently runs between the buildings on the Chamber's Parcel and the City's Parcel.
6. City grants and conveys to Chamber a non-exclusive, perpetual easement for the benefit, use and enjoyment of a shared concrete walkway that currently runs between the buildings on the City's Parcel and the Chamber's Parcel.
7. The parties hereby grant and convey, each to the other, non-exclusive, perpetual easements for general utility purposes ("Utility Easements"). Said Utility Easements shall allow the Parties the right to operate, maintain, and repair any facilities ("Utility Lines") that currently exist and may be necessary for the supply of gas, water, electric power, cable, telephone, internet, or other utilities, or drainage of storm water or sanitary sewer, on, across, under, or through the Properties. Said Utility Easements do NOT convey the right of either of the Parties to add or install additional Utility Lines on the Property of the other Party without prior written consent, nor to increase the burden of any current Utility Lines on the Property of the other Party without prior written consent. The parties further agree to work together to submeter the electrical services to the buildings on their respective Property.
8. The parties hereby grant and convey, each to the other, non-exclusive, perpetual easements for the air conditioning units that service the buildings on the Properties. Said easement

shall allow the Parties the right to operate, maintain and repair any air conditioning unit(s) that currently exist and may be necessary in the future even though the units may be located on the other Party's property.

9. The Parties agree to refrain from interfering with the other's rights to ingress and egress across the Parcel of the other, and further agree that the Chamber shall have the right to limit or prevent parking on its Parcel during events as determined in the discretion of the Chamber.
10. The Parties agree and acknowledge that the respective easements granted herein shall be for the benefit, use and enjoyment of the Parties herein and their respective guests and invitees. The Parties reserve unto themselves the right to use their respective properties for purposes not inconsistent with the easement rights granted herein. The Parties acknowledge that the easements, covenants, and agreements herein contained shall run with the land, and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representative, successors and assigns.
11. The parties mutually agree that each shall pay one-half (1/2) of the cost of repairing, maintaining, and/or improving the walkway between the buildings as set out in Paragraph Five (5) unless a Property is transferred, in which case the subsequent owner will be responsible for its respective one-half (1/2) share.
12. The mutual reciprocal grants of easements for driveway access, ingress, egress and parking spaces is limited to the areas where they are currently located as shown on the attached drawing as Exhibit C or as otherwise agreed between the owners of the two (2) Parcels.
13. The mutual reciprocal grants of easements for the shared walkway between the buildings and for air conditioning units is limited to the areas where they are currently located as shown on the attached drawing as Exhibit C or at such other locations as agreed between the owners of the two (2) Parcels.
14. The mutual reciprocal grants of easements for gas, water, electric power, cable, telephone, internet, other utilities, storm sewers, and sanitary sewers is limited to the areas where they are currently located on, under or across the two (2) Parcels; or as such other locations as agreed between the owners of the two (2) Parcels.
15. The parties agree that the City will be solely responsible and maintain in good condition at its sole cost and expense, the driveway access, ingress and egress, parking spaces, all utility lines and facilities located on its Parcel.
16. The parties agree the Chamber will be solely responsible and maintain in good condition at its sole cost and expense, the driveway access, ingress and egress, parking spaces, all utility lines and facilities located on its Parcel.
17. The rights created under this Cross Easement Agreement shall include the right to enter upon such portions of the Parcels as may be reasonably necessary to gain access to or otherwise utilize the benefit of the specific easements described herein and the rights conferred to the Parcels under this Cross Easement Agreement, provided that any such

entry will be done in a manner so as to cause the least possible interference with the use of that portion of the Parcel in question by its owner and the party exercising such right shall immediately restore or repair any damage to real property, including any improvements located thereon, or to personal property caused by such entry.

18. The Cross Easements herein above granted shall be used and enjoyed by each owner and its permittees in such a manner so as not to unreasonably interfere with, obstruct or delay the conduct and operations of the business of any other owner or its permittees at any time conducted on its Parcel, including, without limitation, public access to and from said business, and the receipt or delivery of merchandise in connection therewith. Except as otherwise set forth in this Cross Easement Agreement, all easement rights shall be exercised by each owner at its sole cost and expense.
19. No partnership is intended between the Parties, for any purpose. Each party is to conduct and operate its business in and upon its respective parcel independently and nothing herein contained shall be construed to:
 - a. Create a partnership agreement.
 - b. Constitute the Parties as partners with respect to the conduct and operation of their respective Parcels.
 - c. Establish a principal and agent relationship between the Parties; or
 - d. Constitute or be a joint-venture between the Parties.
20. This Easement shall be construed, interpreted and enforced under the laws of the State of Ohio. If any provision or portion hereof be invalid or unenforceable, the remainder of the applications of such provisions or portions thereof to any person or circumstances shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Easement represents the complete understanding of the Parties. No waiver of any provision hereof shall be deemed to imply or constitute a further waiver thereof, or waiver of any other provisions set forth herein.
21. Any duty or obligation either Party owes to the other under this Cross Easement Agreement terminates and transfers to the new owner of the Parcel on the date of the transfer of ownership.

IN WITNESS WHEREOF, this instrument is executed this ____ day of _____, 2023.

Signed and acknowledged in
the presence:

**STRONGSVILLE CHAMBER OF
COMMERCE**

By: _____

Its: _____

CITY OF STRONGSVILLE

By: _____

Thomas P. Perciak

Its: 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 **STRONGSVILLE CHAMBER OF COMMERCE**, by _____, its President, who acknowledged that he/she did sign the foregoing instrument and that the same is his/her free and voluntary act and deed as such officer and the free and voluntary act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal at _____, Ohio, this ____ day of _____, 2023.

Notary Public

STATE OF OHIO)
) ss:
COUNTY OF CUYAHOGA)

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

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Strongsville, Ohio, this ____ day of _____, 2023.

Notary Public

HOFMANN - METZKER, INC.

REGISTERED PROFESSIONAL SURVEYORS
P. O. BOX 343 - 24 BEECH STREET
BEREA, OH 44017 (440) 234-7350

George A. Hofmann, P.S., President
Richard D. Metzker, P.S., Vice President

City Of Strongsville

DESCRIPTION **PARCEL "A"**

4-22-2021

Situated in the City of Strongsville, County of Cuyahoga, State of Ohio and known as being part of Original Strongsville Township Lot No. 55, and further bounded and described as follows:

Beginning at an Iron Pin in a monument box marking the intersection of the centerline of Pearl Road (S.R. 42) (Varies), with the centerline of Royalton Road (S.R. 82) as relocated (Width Varies);

Thence North 67 degrees 40 minutes 30 seconds East along said centerline of Royalton Road, a distance of 89.05 feet to an Iron Pin Found in a monument box at a point of curvature;

Thence South 74 degrees 51 minutes 00 seconds East, a distance of 96.75 feet to a point on the Southerly right of way line of Royalton Road;

Thence Northeasterly along the arc of a circle deflecting to the right, a distance of 7.20 feet to a point on the Westerly line of a parcel of land conveyed to the City of Strongsville by Certificate of Title No. 131048, said point being the PRINCIPAL PLACE OF BEGINNING, 5/8" Iron Pin Found capped "Campbell", distant South 1.00', said arc having a radius of 1.580.02 feet and a chord which bears North 70 degrees 36 minutes 12 " West, 7.20 feet;

Thence Northeasterly along the arc of a circle deflecting to the right, a distance of 155.14 feet to an Iron Pin Set, said arc having a radius of 1,580.02 feet and a chord which bears North 73 degrees 32 minutes 23 seconds East, 155.07 feet;

Thence South 05 degrees 47 minutes 11 seconds East, a distance of 93.46 feet to an Iron Pin Set on a Southerly line of a parcel of land conveyed to the Trustees of Strongsville Twp. by deed recorded in Vol. 302, Page 225 of Cuyahoga County Records;

Thence South 84 degrees 27 minutes 59 seconds West along the Southerly line of said land conveyed, a distance of 52.97 feet to a point on the Easterly line of said land conveyed to the Trustees of the City of Strongsville by Certificate of Title No. 131408, (drill hole and x found 0.64'S-0.13'E);

Thence South 04 degrees 48 minutes 06 seconds East along said Easterly line, a distance of 16.90 feet to the Southeasterly corner of said land conveyed, (5/8" Iron Pin Found capped "Campbell" 0.68'S -0.13'E);

EXHIBIT A

City of Strongsville
Parcel "A"
Page 2

Thence South 89 degrees 38 minutes 57 seconds West along a Southerly line of said land conveyed, a distance of 59.17 feet to a point (5/8" Iron Pin Found capped "Campbell" 0.84'S-0.16'E);

Thence South 04 degrees 35 minutes 00 seconds East along an Easterly line of said land conveyed, a distance of 15.49 feet to the most Southerly line of said land conveyed (5/8" Iron Pin Found 0.09'S-0.08'E);

Thence South 83 degrees 54 minutes 46 seconds West along said most Southerly line, a distance of 41.46 feet to the Southwesterly corner of said land conveyed, (5/8" Iron Pin Found Bent capped "Campbell" 0.58'S-0.18'E);

Thence North 04 degrees 48 minutes 51 seconds West along the Westerly line of said land conveyed, a distance of 91.52 feet to the PRINCIPAL PLACE OF BEGINNG and containing 14,204.8649 SF – 0.326 Acres of land according to a survey by George A. Hofmann, Registered Surveyor No. 6752.

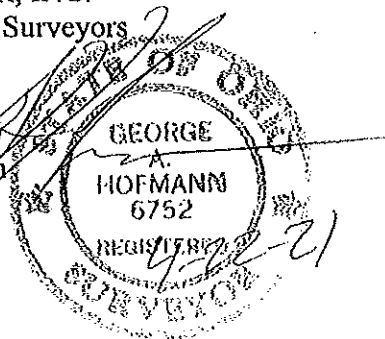
Course used in this description are based on the centerline of Pearl Road bearing North 04 degrees 48 minutes 06 seconds West and are used to indicate angles only.

Iron Pin Set are 5/8" rebar capped 6752/7477.
Distances are given in feet and decimal parts thereof.

HOFMANN-METZKER, INC.
Registered Professional Surveyors

By:

George A. Hofmann



HOFMANN - METZKER, INC.

REGISTERED PROFESSIONAL SURVEYORS
P. O. BOX 343 - 24 BEECH STREET
BEREA, OH 44017 (440) 234-7350

George A. Hofmann, P.S., President
Richard D. Metzker, P.S., Vice President

City Of Strongsville

DESCRIPTION PARCEL "B"

4-22-2021

Situated in the City of Strongsville, County of Cuyahoga, State of Ohio and known as being part of Original Strongsville Township Lot No. 55, and further bounded and described as follows:

Beginning at an Iron Pin in a monument box marking the intersection of the centerline of Pearl Road (S.R. 42) (Varies), with the centerline of Royalton Road (S.R. 82) as relocated (Width Varies);

Thence North 67 degrees 40 minutes 30 seconds East along said centerline of Royalton Road, a distance of 89.05 feet to an Iron Pin Found in a monument box at a point of curvature;

Thence South 74 degrees 51 minutes 00 seconds East, a distance of 96.75 feet to a point on the Southerly right of way line of Royalton Road;

Thence Northeasterly along the arc of a circle deflecting to the right, a distance of 7.20 feet to a point on the Westerly line of a parcel of land conveyed to the City of Strongsville by Certificate of Title No. 131048, 5/8" Iron Pin Found capped "Campbell", distant South 1.00', said arc having a radius of 1,580.02 feet and a chord which bears North 70 degrees 36 minutes 12 " West, 7.20 feet;

Thence Northeasterly along the arc of a circle deflecting to the right, a distance of 155.14 feet to an Iron Pin Set, said arc having a radius of 1,580.02 feet and a chord which bears North 73 degrees 32 minutes 23 seconds East, 155.07 feet to the PRINCIPAL PLACE OF BEGINNING;

Thence continuing Northeasterly along the arc of a circle deflecting to the right a distance of 43.39 feet to an Iron Pin Set, said arc having a radius of 1,580.02 and a chord which bears North 77 degrees 08 minutes 21 second East, 43.38 feet;

Thence North 84 degrees 21 minutes 14 seconds East along said Southerly right of way line, a distance of 94.46 feet to an Iron Pin Set on the Easterly line of a parcel of land conveyed to the Trustees of Strongsville Twp. by deed recorded in Vol. 302, Page 225 of Cuyahoga County Records;

Thence South 04 degrees 49 minutes 28 seconds East along said Easterly line, a distance of 99.19 feet to the Southeasterly corner thereof, (5/8" Iron Pin Found 0.15'E -0.07'S);

City of Strongsville

EXHIBIT B

Parcel "B"

Page 2

Thence South 84 degrees 27 minutes 59 seconds West along the Southerly line of said land conveyed, a distance of 135.85 feet to an Iron Pin Set;

Thence North 05 degrees 47 minutes 11 seconds West, a distance of 93.46 feet the PRINCIPAL PLACE OF BEGINNING and containing 13,425.3295 SF – 0.3082 Acres of land according to a survey by George A. Hofmann, Registered Surveyor No. 6752.

Course used in this description are based on the centerline of Pearl Road bearing North 04 degrees 48 minutes 06 seconds West and are used to indicate angles only.

Iron Pin Set are 5/8" rebar capped 6752/7477.

Distances are given in feet and decimal parts thereof.

HOFMANN-METZKER, INC.
Registered Professional Surveyors

By:

George A. Hofmann
George A. Hofmann



CUYAHOGA COUNTY
OFFICE OF FISCAL OFFICERS - 1
LPLAT 8/29/2021 3:38:08 PM
202105200615

LOT SPLIT & CONSOLIDATION
OLD TOWN HALL
MADE AT THE INSTANCE OF
THE CITY OF STRONGSVILLE
ORIGINAL STRONGSVILLE TOWNSHIP LOT N° 55
NOW IN THE CITY OF STRONGSVILLE
CUYAHOGA COUNTY, OHIO

ORDER N° 20-162
F.B. 758A-139
October 7, 2020
April 15, 2021 for recording
May 5, 2021 County Comments
HOFMANN-METZKER, INC.
REGISTERED PROFESSIONAL SURVEYORS
24 BEECH ST - P.O. BOX 343
BEREA, OHIO 44017
440-234-7350
GEORGE HOFMANN E-MAIL
george_hm@ameritech.net



Registered Surveyor No. 6752
George A. Hofmann

PLANNING COMMISSION

THIS PLAT IS APPROVED BY THE PLANNING COMMISSION OF THE CITY OF STRONGSVILLE
THIS 11th DAY OF February, 2021.

BS. Dan
Secretary

Brian J. David
Print Name

Gregory M. Donald
Chairman
Print Name

CITY ENGINEER

THIS PLAT IS APPROVED BY THE CITY ENGINEER OF THE CITY OF STRONGSVILLE
THIS 11th DAY OF February, 2021.

Ken Mikula
City Engineer

Ken Mikula
Print Name

CITY COUNCIL

THIS PLAT IS APPROVED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, OHIO BY
ORDINANCE #
THIS DAY OF , 2021.

Mayor Print Name

ACCEPTANCE

(We) the undersigned owner's of the land shown hereon, do hereby accept this
Lot Split as shown hereon.

Thomas P. Perciak, Mayor

THOMAS P. PERCIAK, MAYOR
print name- title CITY OF STRONGSVILLE

NOTARY

CUYAHOGA COUNTY
STATE OF OHIO
S.S. BEFORE ME A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE DID
PERSONALLY APPEAR THE ABOVE SIGNED *Thomas P. Perciak, Mayor* WHO DID
ACKNOWLEDGE THE SIGNING OF THE FOREGOING INSTRUMENT TO BE "HIS/HER/THEIR" FREE
ACT AND DEED, IN TESTIMONY WHEREOF I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL
AT *Strongsville*, OHIO THIS 7 DAY OF *May*, 2021.

Notary Public

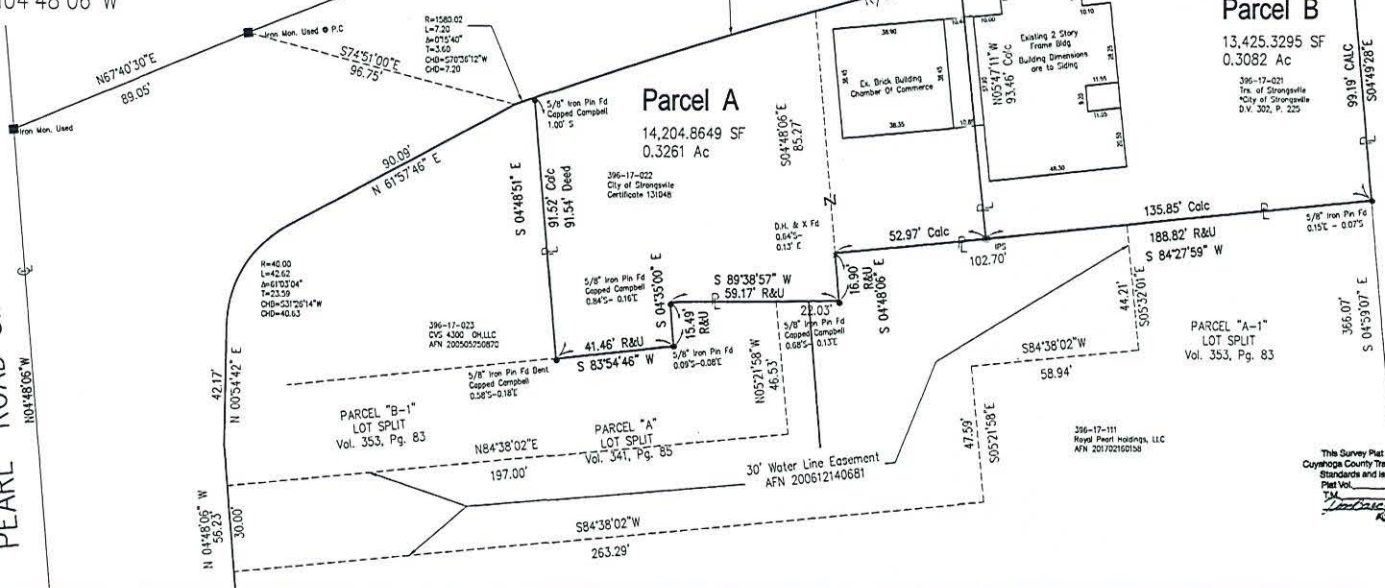


BASIS OF BEARINGS

CENTERLINE OF PEARL ROAD
BEARING
N04°48'06"W

ROYALTON ROAD S.R.82

PEARL ROAD S.R.42



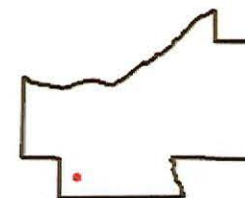
- ### SURVEY LEGEND
- calc Denotes Calculated Distance or Angle
 - prev Denotes Previous Distance or Angle
 - state Denotes State Distance or Angle
 - obs Denotes Observed Distance or Angle
 - r Denotes Record Distance or Angle
 - d Denotes Deed Distance or Angle
 - u Denotes Used Point, Distance or Angle
 - R/W Denotes Right of Way
 - Denotes Centerline
 - Denotes Property Line
 - Denotes Baseline
 - I.P.S. Denotes 5/8" Iron Pin 30" Long Set and Capped 6752/7477
 - Denotes Iron Pipe Found
 - Denotes Iron Pin Found
 - Denotes Existing Iron Pin Monument Found
 - x Denotes Drill Hole Found or Set
 - o Denotes Nail Found or Set
 - Denotes Lath Stake Found or Set

This Survey Plat complies with the
Cuyahoga County Transfer and Conveyance
Standards and is hereby approved.
Plat Vol. 353, Pg. 83
Date: 5/6/2021
Agent: 244676

EXHIBIT C

Parcel A = Chamber Bldg. APN 396-17-120
Parcel B = Old Town Hall APN 396-17-121

404



Date Created: 5/9/2023

Legend

- ☐ Municipalities
 — Right Of Way
 -- Platted Centerline
☐ Parcel

EXHIBIT C

1: 600



100 0 50 100 Feet

Projection:
WGS_1984_Web_Mercator_Auxiliary_Sphere

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

— Cuyahoga County —
Enterprise GIS
PUTTING CUYAHOGA COUNTY ON THE MAP

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2023 – 079

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE STRONGSVILLE WHITNEY ROAD COVERED BRIDGE PROJECT (CUY-WHITNEY ROAD BRIDGE PID NO. 111574) IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

WHEREAS, by and through Resolution No. 2023-051, the City re-advertised and received bids for the Strongsville Whitney Road Covered Bridge Project (CUY-Whitney Road Bridge PID No. 111574); and

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

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

Section 1. That this Council hereby finds and determines that the bid submitted by **SUBURBAN MAINTENANCE & CONSTRUCTION, INC.**, for the Strongsville Whitney Road Covered Bridge Project (CUY-Whitney Road Bridge PID No. 111574), 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.

Section 2. That accordingly, the Mayor be and is hereby authorized and directed to enter into a contract with the aforesaid lowest and best bidder in an amount not to exceed \$2,420,245.15 for the replacement of the superstructure and wood covering of the Whitney Road Bridge over the East Branch of Rocky River, including minimal replacement of approach pavement, sidewalks and traffic control, all in connection with the Strongsville Whitney Road Covered Bridge Project (CUY-Whitney Road Bridge PID 111574), and in a form approved by the Law Director.

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

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

Section 5. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to authorize execution of said contract in order to proceed with the necessary critical repairs and improvements to the City's covered bridge, to ensure safe travel for the residents and the public, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

President of Council

Date Passed: _____

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

Approved: _____
Mayor

Date Approved: _____

Attest: _____
Clerk of Council

Ord. No. 2023-079 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

Public Hrg. _____ Ref: _____
Adopted: _____ Defeated: _____

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2023 – 080

By: Mayor Perciak and All Members of Council

**AN ORDINANCE ENACTING A NEW CHAPTER 1275 OF
TITLE SIX OF PART TWELVE OF THE PLANNING AND
ZONING CODE OF THE CITY'S CODIFIED ORDINANCES
CONCERNING ELECTRIC VEHICLE CHARGING STATIONS,
AND DECLARING AN EMERGENCY.**

WHEREAS, the number of all-electric vehicles, also referred to as battery electric vehicles, that are being driven on streets and highways has risen dramatically in the recent past; and

WHEREAS, the demand for and use of electric vehicle charging stations for said electrical vehicles has also increased; and

WHEREAS, the City of Strongsville now seeks to enact certain regulations concerning electric vehicle charging stations so as to promote the health, safety and welfare of the community.

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

Section 1. That new Chapter 1275 of Title Six of Part Twelve of the Codified Ordinances of the City of Strongsville relating to electric vehicle charging stations be and is hereby enacted to read in its entirety as follows:

**CHAPTER 1275
ELECTRIC VEHICLE CHARGING STATIONS**

- 1275.01 DEFINITION.**
1275.02 ACCESSORY USE PERMITTED.

1275.01 DEFINITION.

For the purposes of this Chapter, an Electric Vehicle Charging Station ("EVCS") shall mean public or private battery charging station equipment for the purpose of transferring electric energy (by conductive or inductive means) to a battery or other energy storage device utilized in an electric vehicle.

1275.02 ACCESSORY USE PERMITTED.

Electric Vehicle Charging Stations may be permitted as an accessory use in any zoning district in compliance with the following standards, conditions, and criteria:

(a) In residential districts, with the exception of RMF-1 districts, Electric Vehicle Charging stations may be permitted as an accessory use in compliance with the following standards, conditions, and criteria:

- (1) Proposed locations shall be identified on a site plan submitted with a building permit application for review and approval by the Building Commissioner. The location, size, and mounting height

details, also including but not limited to voltage/ampereage, load calculation of existing electrical charge panels, and electrical diagrams of circuits for each proposed EVCS shall be included on the plans and submitted with the building permit application. Any landscaping to be utilized shall also be included on the site plan.

- (2) An electrical permit shall be required as part of the building permit application prior to installation. Each EVCS shall comply with the requirements of the National Electric Code and Fire Code adopted by the City, and all other applicable City Codes.
- (3) Each EVCS shall be located on the same lot or parcel as the principal use to which it is accessory and shall not impede vehicular or pedestrian circulation, block any fire lane, or impede any drainage.
- (4) An EVCS may be a Level 1 and/or Level 2 charger.
- (5) If a charging facility has more than one (1) port, each port shall count as a charging station. Charging cords shall be retractable or have facilities for hanging the unit and cords.
- (6) An EVCS shall only be permitted for the use of the occupants of the residential lot on which the EVCS is located and shall not be used or available to the general public or used for commercial purposes.
- (7) Each EVCS shall be either located in the garage or mounted on an exterior wall within three (3) feet of the overhead garage door of the home and as otherwise approved by the Building Commissioner.
- (8) The number of EVCS's for each residence shall not exceed four (4).

(b) In all other zoning districts not set out in Section (a), Electric Vehicle Charging Stations (EVCS) may be permitted as an accessory use in compliance with the following standards, conditions and criteria:

- (1) Proposed locations shall be identified on a site plan submitted with a building permit application for review and approval by the City. The location, size, and mounting height details for each proposed Electric Vehicle parking signs shall be included on the plans and submitted with the building permit application. The site plan shall include but not be limited to voltage/ampereage, load calculation of existing electrical charge panels, and electrical diagrams of circuits for each proposed EVCS. Any landscaping or proposed covering over the EVCS to be utilized shall also be included on the site plan.
- (2) An electrical permit shall be required as part of building permit application prior to installation. Each EVCS shall comply with the requirements of the National Electric Code and Fire Code adopted by the City and all other applicable City Codes.
- (3) Each EVCS shall be located on the same lot or parcel as the principal use to which it is accessory and shall not impede vehicular or pedestrian circulation, block any fire lane, or impede any drainage.
- (4) An EVCS may be a Level 1, Level 2, Level 3, or Level 4 charger.

- (5) If a charging facility has more than one (1) port, each port shall count as a charging station. Charging cords shall be retractable or have facilities for hanging the unit and the cord.
- (6) An EVCS may be located in a parking lot or a parking garage. A parking space used for an EVCS may be counted toward the minimum number of Code required parking spaces. Each parking space designated for an EVCS shall be clearly marked as reserved for electric vehicles only.
- (7) The minimum parking space dimensions for an EVCS shall be ten (10) feet wide by twenty (20) feet long.
- (8) Charging station equipment shall not exceed eight (8) feet in height, shall be located a minimum of twenty-four (24) inches behind the face of the parking lot curb, or shall be appropriately protected by wheel stops and/or bollards as approved by the Building Commissioner.
- (9) Adequate security lighting shall be provided for use of the EVCS. All proposed lighting shall have full cut-off fixtures. Security lighting requires a minimum ten (10) foot candle power at ground levels.
- (10) Small directional signs not exceeding two (2) square feet in area may be permitted. Any branding or advertising located on the EVCS shall be limited to the manufacturer's information and not for advertising of the business or site on which the EVCS is located or any other business. A phone number or other contact information shall be provided on the equipment for reporting problems.
- (11) Landscaping shall be provided where appropriate as determined by the City.
- (12) All proposed locations for EVCS shall be reviewed and approved by the Building Commissioner and City Engineer. If there are more than four (4) EVCS's proposed for a site, the application shall also be reviewed and approved by the Planning Commission.
- (13) The City may limit the number of EVCS's on any parcel based on the following standards:
 - A. Type of main use.
 - B. Topography, availability and location of all utilities, and drainage concerns.
 - C. Aesthetics of the site.
 - D. Vehicular and pedestrian travel on the site.
 - E. Possible interference with required parking utilized on the site or location of any fire lanes or access for emergency vehicles.
 - F. Lighting concerns.
 - G. Any other concerns relating to the health, safety, and welfare of those users of the site and the surrounding community.
- (14) Charging facilities must be arranged, located and configured in a manner that does not create a public hazard or nuisance.

(c) If deemed appropriate, the City may approve deviations or modifications to these standards on City or government-owned properties if such deviations or modifications are not detrimental to the health, safety, and welfare of the community.

Section 3. That in case of conflict between any provision of this Ordinance and any other ordinance or resolution, or part thereof, the provisions of this Ordinance shall prevail and apply, unless a conflicting provision is deemed to be more restrictive.

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 an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary in order to provide for safe regulation of electrical charging stations for vehicles. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

First reading: _____

Referred to Planning Commission

Second reading: _____

Third reading: _____

Approved: _____

Public Hearing: _____

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
Clerk of Council

Ord. No. 2023-080 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

Public Hrg. _____ Ref: _____
Adopted: _____ Defeated: _____

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2023 – 081

By: Mayor Perciak and All Members of Council

A RESOLUTION CONFIRMING PLANNING COMMISSION APPROVAL OF THE SITE PLAN FOR A NEW COMMUNITY PLAYGROUND, INTERACTIVE FOUNTAIN, PAVILION AND RECREATION AMENITIES ON BASEBALL FIELDS LOCATED NEXT TO THE WALTER F. EHRRNFELT RECREATION & SENIOR CENTER, AND KNOWN AS THE STRONGSVILLE TOWN CENTER PROJECT, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Strongsville has submitted a site plan to the Planning Commission for approval of a new community playground, interactive fountain, pavilion and recreation amenities on baseball fields located next to the Walter F. Ehrnfelt Recreation & Senior Center, and known as the Strongsville Town Center Project, zoned Public Facilities; and

WHEREAS, the Commission approved said site plan at its meeting of May 25, 2023.

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 confirms the City Planning Commission's approval of the site plan submitted by the City of Strongsville for approval of a new community playground, interactive fountain, pavilion and recreation amenities on baseball fields located next to the Walter F. Ehrnfelt Recreation & Senior Center, and known as the Strongsville Town Center Project, zoned Public Facilities.

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

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

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

CITY OF STRONGSVILLE, OHIO
RESOLUTION NO. 2023 – 081
Page 2

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

Attest: _____
Clerk of Council

RES
Ord. No. 2023-081 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

Public Hrg. _____ Ref: _____
Adopted: _____ Defeated: _____

MEMORANDUM

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

FROM: Carol Brill, Administrative Assistant, Boards & Commissions

SUBJECT: Referrals to Council

DATE: May 26, 2023

Please be advised that at its meeting of May 25, 2023, the Strongsville Planning Commission gave Favorable Recommendation to the following;

CITY OF STRONGSVILLE, Lori Daley, Agent

Site plan approval of a new community playground, interactive fountain, pavilion and recreation amenities on ex. baseball fields located at Town Center zoned Public Facilities

ORDINANCE NO. 2023-071:

An Ordinance Amending the Zoning Map of the City of Strongsville Adopted by Section 1250.03 of Title Six, Part Twelve of the Codified Ordinances of Strongsville to Change the Zoning Classification of Certain Vacant Property Located on Marks Road, in the City of Strongsville, from GI-A (General Industrial-A) Classification to RT-C (Townhouse-Cluster) Classification (Portion of PPN 394-07-001), and Declaring an Emergency.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2023 – 082

By: Mayor Perciak and All Members of Council

AN ORDINANCE APPROVING PURCHASES OF SUPPLEMENTAL SPECIALTY ITEMS, EQUIPMENT, AND INSTALLATION OF ACCESSORIES NECESSARY TO PROPERLY OUTFIT NEW VEHICLES SEPARATELY PURCHASED FOR USE BY THE POLICE DEPARTMENT; AUTHORIZING THE MAYOR TO ENTER INTO CONTRACTS WITH VARIOUS VENDORS, WITHOUT PUBLIC BIDDING; AND DECLARING AN EMERGENCY.

WHEREAS, through adoption of Ordinance No. 2022-024, this Council authorized purchase of new Police Department vehicles through the Ohio Department of Administrative Services; and

WHEREAS, after purchase of such new vehicles, they must be outfitted with certain supplemental specialty items, equipment, and installation of additional accessories in order to render them fully operational for use by the Police Department; and

WHEREAS, various reliable local vendors recognized within the law enforcement community are able to provide the specific equipment and installation of accessories on an expedited basis at most advantageous prices; and

WHEREAS, the Police Department, therefore, recommends and seeks authority to proceed without public bidding for such purchases and contracts.

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

Section 1. That this Council finds that the City's Police Department is in need of purchasing certain supplemental specialty items, equipment, and installation of accessories in order to properly outfit and operate a number of new Police vehicles.

Section 2. That this Council, therefore, finds and determines, as set out in Article V, §5 of the Charter, that there is an immediate and present emergency in the operation of the Police Department of the City of Strongsville, in that it is immediately necessary to enter into contracts, without public bidding, with **STATEWIDE EMERGENCY PRODUCTS, GREVE CHRYSLER JEEP DODGE AND SUPERIOR COLLISION**, for such various supplemental new vehicle specialty items, equipment and installation of accessories to ensure efficient Police Department operations and to protect the health, safety and welfare of the residents.

Section 3. That, for the reasons aforesaid, this Council hereby approves and authorizes the Mayor's entering into various purchases and contracts with **STATEWIDE EMERGENCY PRODUCTS (\$44,468.00 – Exhibit A), GREVE CHRYSLER JEEP DODGE (\$46,980.00 – Exhibit B) and SUPERIOR COLLISION (Exhibit C - \$45,402.00)**, without public bidding, in a total amount not to exceed \$136,850.00, for various supplemental specialty items, equipment, and installation of accessories into new Police vehicles, and as more fully set forth in Exhibits A through C, attached hereto and incorporated herein by reference.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2023 – 082

Page 2

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

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

Section 6. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to enter into said contracts in order to maintain continuity in the operation of the City's Police Department, to protect the health, safety and welfare of the public, and to conserve public funds. Therefore, provided this Ordinance receives the unanimous vote of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor.

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
Clerk of Council

Ord. No. 2023-082 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

Public Hrg. _____ Ref: _____
Adopted: _____ Defeated: _____

				Reference Number		230541SR									
Statewide Emergency Products 1108 W. Main Street Van Wert, Ohio 45891				Revision Level				Sales Rep Name		<input checked="" type="checkbox"/> SFL Vehicle Build		Location Of Job			
				Date		4/4/2023		Steve Rick		<input type="checkbox"/> Cust. Vehicle Build		<input checked="" type="checkbox"/> SEP Location			
				Vehicle		2023 Utility		Purchase Order Number		Estimated Time		<input type="checkbox"/> Cust. Location			
				Status		Quote Valid 30 Days						<input type="checkbox"/> Other			

R e v i s e d	Customer Billing Information				Contact Information				Customer Shipping Information			
	Purchaser Name		Strongsville Police Dept.		Email		mike.graziani@strongsville.org		Drop Ship Company			
	Contact Name		Mike Graziani		Phone		440-580-3238		Delivery Attention			
	Mailing Address		18688 Royalton Rd.		Fax				Delivery Address			
	City, State & Zip		Strongsville, OH 44136		Package #				City, State & Zip			
	Notes Section:		Patrol									

QTY	Manufacturer	Part Number	Part Description	Unit Price	Extended Price	Cost of Options
<input type="checkbox"/> 2	SEP	MCCRFP	Marked Car Ready For Patrol Package Includes:	\$13,259.00	\$ 26,518.00	
<input type="checkbox"/>			Tall Man Recessed Partition With Center Sliding Window		\$ -	
<input type="checkbox"/>			Rear Partition With Upper Metal Screen		\$ -	
<input type="checkbox"/>			Replacement Seat With Outboard Seatbelts		\$ -	
<input type="checkbox"/>			Vertical Steel Window Guards		\$ -	
<input type="checkbox"/>			Dual Weapon Mount With Universal Locks		\$ -	
<input type="checkbox"/>			Havis Console With Dual Cup Holder & Height		\$ -	
<input type="checkbox"/>			Adjustable Armrest, Swing Arm For Laptop Cradle		\$ -	
<input type="checkbox"/>			Magnetic Mic		\$ -	
<input type="checkbox"/>			Secure Idle		\$ -	
<input type="checkbox"/>			Following Warning Equipment Included In Stock Price:		\$ -	
<input type="checkbox"/>			*Cenator Tri Color Lightbar		\$ -	
<input type="checkbox"/>			*Soundoff Signal Siren And Switch Controller		\$ -	
<input type="checkbox"/>			*100 Watt Speaker With Mounting Bracket		\$ -	
<input type="checkbox"/>			*Single Color LEDs For Side Cargo Windows		\$ -	
<input type="checkbox"/>			* (2) Tri Color Grille Lights		\$ -	
<input type="checkbox"/>			* (2) Tri Color Spoiler Lights		\$ -	
<input type="checkbox"/>			* (2) Single Color LEDs For Under Hatch		\$ -	
<input type="checkbox"/>			* (2) Red LED lights for corner of tail lights		\$ -	
<input type="checkbox"/>			The Following Equipment To Be Added To The Vehicle:		\$ -	

EXHIBIT A

Customer	Strongsville Police Dept.			Reference Number	230541SR	Revision Level	0	Sales Rep Name	Steve Rick
	QTY	Manufacturer	Part Number	Part Description		Unit Price	Extended Price	Cost of Options	
<input type="checkbox"/>	-2	Setina	Deduct Front Cage	Remove Front Cage From Package		\$ 660.00	\$ (1,320.00)		
<input type="checkbox"/>	2	Setina	1K0576ITU20FR	Single Prisoner System To Be Used With Replacement Seat		\$ 840.00	\$ 1,680.00		
<input type="checkbox"/>	2	Setina	DK0100ITU20	TPO Plastic Door Panel		\$ 217.00	\$ 434.00		
<input type="checkbox"/>	2	Setina	QK0491ITU20	Floor Pan TPO Plastic		\$ 182.00	\$ 364.00		
<input type="checkbox"/>	2	Setina	GT0536ITU20	Gun Mount Kit For Single Prisoner		\$ 63.00	\$ 126.00		
<input type="checkbox"/>	2	Setina	12VSPC	Upgrade To Polycarbonate Rear Cage Window		\$ 77.00	\$ 154.00		
<input type="checkbox"/>	2	Setina	EZDECK	EZ Lift Cargo Deck With Lower Tray		\$1,406.00	\$ 2,812.00		
<input type="checkbox"/>	2	Setina	TK0241ITU20EZ	2 Drawer Cargo Box With Top Combo Lock		\$1,197.00	\$ 2,394.00		
<input type="checkbox"/>	2	Setina	GK2388ITU20HK	Hatch Mount Gun Mount With Universal Lock		\$ 308.00	\$ 616.00		
<input type="checkbox"/>							\$ -		
<input type="checkbox"/>							\$ -		
<input type="checkbox"/>	2	Whelen	MBL	Mirror Beams		\$ 529.00	\$ 1,058.00		
<input type="checkbox"/>	2	Whelen	HWLFE29	Howler System With Speaker		\$ 556.00	\$ 1,112.00		
<input type="checkbox"/>	2	Whelen	LEGDX	Upgrade To Dual Color Legacy Lightbar		\$ 500.00	\$ 1,000.00		
<input type="checkbox"/>							\$ -		
<input type="checkbox"/>	2	Magnetic Mic	MMSU-1	Additional Magnetic Mic		\$ 35.00	\$ 70.00		
<input type="checkbox"/>	2	Havis	C-DMM-3115	Heavy Duty Dash Mount		\$ 340.00	\$ 680.00		
<input type="checkbox"/>	2	Havis	MD-ARM-0606-L	Swivel Arm Mount		\$ 118.00	\$ 236.00		
<input type="checkbox"/>	2	Havis	PKG-KB-203	Bluetooth Keyboard With Mount		\$ 541.00	\$ 1,082.00		
<input type="checkbox"/>	-2	Havis	Deduct Swing Arm	Remove Swing Arm From Package		\$ 308.00	\$ (616.00)		
<input type="checkbox"/>							\$ -		
<input type="checkbox"/>	2	SEP	Labor+Materials	Labor+Materials To Remove And Transfer:		\$2,460.00	\$ 4,920.00		
<input type="checkbox"/>				2 Piece Radio, Body Worn In-Car Camera System			\$ -		
<input type="checkbox"/>				Labor+Materials To Install New			\$ -		
<input type="checkbox"/>				Havis Equipment, Single Prisoner System,			\$ -		
<input type="checkbox"/>				And CS Stalker Dual Antenna Radar			\$ -		
<input type="checkbox"/>	4	SEP	Pick Up And Delivery	Pick Up And Delivery Of Vehicles		\$ 287.00	\$ 1,148.00		
						SubTotal	\$ 44,468.00		
						Installation			
<input type="checkbox"/> Check if Actual Shipping is to be Charged						Shipping	\$ -		
Tax Rate						0.00%	\$ -		
						Total	\$ 44,468.00		

				Reference Number		230542SR							
Greve Chrysler Jeep Dodge 756 W. Ervin Road Van Wert, Ohio 45891				Revision Level		Sales Rep Name		<input checked="" type="checkbox"/> SFL Vehicle Build		Location Of Job			
				Date		4/4/2023		Dave Matarese		<input type="checkbox"/> Cust. Vehicle Build		<input checked="" type="checkbox"/> SEP Location	
				Vehicle		2023 Utility		Purchase Order Number		Estimated Time		<input type="checkbox"/> Cust. Location	
				Status		Quote Valid 30 Days				<input type="checkbox"/> Other			

R e v i s e d	Customer Billing Information				Contact Information				Customer Shipping Information			
	Purchaser Name		Strongsville Police Dept.		Email		mike.graziani@strongsville.org		Drop Ship Company			
	Contact Name		Mike Graziani		Phone		440-580-3238		Delivery Attention			
	Mailing Address		18688 Royalton Rd.		Fax				Delivery Address			
	City, State & Zip		Strongsville, OH 44136		Package #				City, State & Zip			
	Notes Section:		Traffic									

QTY	Manufacturer	Part Number	Part Description	Unit Price	Extended Price	Cost of Options
<input type="checkbox"/>	1	SEP	MCCRF	Marked Car Ready For Patrol Package Includes:	\$13,259.00	\$ 13,259.00
<input type="checkbox"/>			Tall Man Recessed Partition With Center Sliding Window		\$ -	
<input type="checkbox"/>			Rear Partition With Upper Metal Screen		\$ -	
<input type="checkbox"/>			Replacement Seat With Outboard Seatbelts		\$ -	
<input type="checkbox"/>			Vertical Steel Window Guards		\$ -	
<input type="checkbox"/>			Dual Weapon Mount With Universal Locks		\$ -	
<input type="checkbox"/>			Havis Console With Dual Cup Holder & Height		\$ -	
<input type="checkbox"/>			Adjustable Armrest, Swing Arm For Laptop Cradle		\$ -	
<input type="checkbox"/>			Magnetic Mic		\$ -	
<input type="checkbox"/>			Secure Idle		\$ -	
<input type="checkbox"/>			Following Warning Equipment Included In Stock Price:		\$ -	
<input type="checkbox"/>			*Full Length Single Color Front Interior Lightbar		\$ -	
<input type="checkbox"/>			*Soundoff Signal Siren And Switch Controller		\$ -	
<input type="checkbox"/>			*100 Watt Speaker With Mounting Bracket		\$ -	
<input type="checkbox"/>			*Single Color LEDs For Side Cargo Windows		\$ -	
<input type="checkbox"/>			* (2) Tri Color Grille Lights		\$ -	
<input type="checkbox"/>			*Full Length Single Color Rear Interior Lightbar		\$ -	
<input type="checkbox"/>			* (2) Single Color LEDs For Under Hatch		\$ -	
<input type="checkbox"/>			* (2) Red LED lights for corner of tail lights		\$ -	
<input type="checkbox"/>			The Following Equipment To Be Added To The Vehicle:		\$ -	

EXHIBIT B

Customer		Strongsville Police Dept.		Reference Number	230542SR	Revision Level	0	Sales Rep Name	Dave Matarese
	QTY	Manufacturer	Part Number	Part Description		Unit Price	Extended Price	Cost of Options	
<input type="checkbox"/>	1	Setina	GK2388ITU20HK	Hatch Mount Gun Mount With Universal Lock		\$ 492.00	\$ 492.00		
<input type="checkbox"/>	1	Setina	12VSPC	Upgrade To Polycarbonate Rear Cage Window		\$ 77.00	\$ 77.00		
<input type="checkbox"/>	1	Setina	EZDECK	EZ Lift Cargo Deck With Lower Tray		\$1,406.00	\$ 1,406.00		
<input type="checkbox"/>	1	Setina	TK0241ITU20EZ	2 Drawer Cargo Box With Top Combo Lock		\$1,197.00	\$ 1,197.00		
<input type="checkbox"/>	1	Whelen	MBL	Mirror Beams		\$ 529.00	\$ 529.00		
<input type="checkbox"/>	1	Whelen	L32LBV	Blue Beacon		\$ 335.00	\$ 335.00		
<input type="checkbox"/>	1	Whelen	HWLFE29	Howler System With Speaker		\$ 556.00	\$ 556.00		
<input type="checkbox"/>	1	Soundoff Signal	DIB	Upgrade To Dual Color Interior Lightbars		\$ 346.00	\$ 346.00		
<input type="checkbox"/>							\$ -		
<input type="checkbox"/>							\$ -		
<input type="checkbox"/>	1	Havis	C-DMM-3115	Heavy Duty Dash Mount		\$ 340.00	\$ 340.00		
<input type="checkbox"/>	1	Havis	MD-ARM-0606-L	Swivel Arm Mount		\$ 118.00	\$ 118.00		
<input type="checkbox"/>	1	Havis	PKG-KB-203	Bluetooth Keyboard With Mount		\$ 541.00	\$ 541.00		
<input type="checkbox"/>	-1	Havis	Deduct Swing Arm	Remove Swing Arm From Package		\$ 308.00	\$ (308.00)		
<input type="checkbox"/>	1	Magnetic Mic	MMSU-1	Additional Magnetic Mic		\$ 35.00	\$ 35.00		
<input type="checkbox"/>							\$ -		
<input type="checkbox"/>							\$ -		
<input type="checkbox"/>	1	SEP	Labor+Materials	Labor+Materials To Remove And Transfer:		\$2,460.00	\$ 2,460.00		
<input type="checkbox"/>				2 Piece Radio, Body Worn In-Car Camera System			\$ -		
<input type="checkbox"/>				Labor+Materials To Install New			\$ -		
<input type="checkbox"/>				Havis Equipment, Beacon			\$ -		
<input type="checkbox"/>				And CS Stalker Dual Antenna Radar			\$ -		
<input type="checkbox"/>	2	SEP	Pick Up And Delivery	Pick Up And Delivery Of Vehicles		\$ 287.00	\$ 574.00		
<input type="checkbox"/>							\$ -		
<input type="checkbox"/>							\$ -		
<input type="checkbox"/>							\$ -		
<input type="checkbox"/>							\$ -		
				SubTotal		\$ 21,957.00			
				Installation					
<input type="checkbox"/>	Check if Actual Shipping is to be Charged				Shipping	\$ -			
				Tax Rate	0.00%	\$ -			
				Total		\$ 21,957.00			

			Reference Number		230544SR							
Greve Chrysler Jeep Dodge 756 W. Ervin Road Van Wert, Ohio 45891			Revision Level				Sales Rep Name		<input checked="" type="checkbox"/> SFL Vehicle Build <input type="checkbox"/> Cust. Vehicle Build		Location Of Job	
			Date		4/4/2023		Dave Matarese		Estimated Time		<input checked="" type="checkbox"/> SEP Location <input type="checkbox"/> Cust. Location	
			Vehicle		2023 Utility		Purchase Order Number				<input type="checkbox"/> Other	
			Status		Quote Valid 30 Days							
R e v i s e d	Customer Billing Information				Contact Information				Customer Shipping Information			
	Purchaser Name		Strongsville Police Dept.		Email		mike.graziani@strongsville.org		Drop Ship Company			
	Contact Name		Mike Graziani		Phone		440-580-3238		Delivery Attention			
	Mailing Address		18688 Royalton Rd.		Fax				Delivery Address			
	City, State & Zip		Strongsville, OH 44136		Package #				City, State & Zip			
	Notes Section:		Drone Unit									
	<u>QTY</u>	<u>Manufacturer</u>	<u>Part Number</u>	<u>Part Description</u>	<u>Unit Price</u>	<u>Extended Price</u>	<u>Cost of Options</u>					
<input type="checkbox"/>	1	SEP	MCCRFP	Marked Car Ready For Patrol Package Includes:	\$13,259.00	\$ 13,259.00						
<input type="checkbox"/>				Tall Man Recessed Partition With Center Sliding Window		\$ -						
<input type="checkbox"/>				Rear Partition With Upper Metal Screen		\$ -						
<input type="checkbox"/>				Replacement Seat With Outboard Seatbelts		\$ -						
<input type="checkbox"/>				Vertical Steel Window Guards		\$ -						
<input type="checkbox"/>				Dual Weapon Mount With Universal Locks		\$ -						
<input type="checkbox"/>				Havis Console With Dual Cup Holder & Height		\$ -						
<input type="checkbox"/>				Adjustable Armrest, Swing Arm For Laptop Cradle		\$ -						
<input type="checkbox"/>				Magnetic Mic		\$ -						
<input type="checkbox"/>				Secure Idle		\$ -						
<input type="checkbox"/>				Following Warning Equipment Included In Stock Price:		\$ -						
<input type="checkbox"/>				*Cenator Tri Color Lightbar		\$ -						
<input type="checkbox"/>				*Soundoff Signal Siren And Switch Controller		\$ -						
<input type="checkbox"/>				*100 Watt Speaker With Mounting Bracket		\$ -						
<input type="checkbox"/>				*Single Color LEDs For Side Cargo Windows		\$ -						
<input type="checkbox"/>				*(2) Tri Color Grille Lights		\$ -						
<input type="checkbox"/>				*(2) Tri Color Spoiler Lights		\$ -						
<input type="checkbox"/>				*(2) Single Color LEDs For Under Hatch		\$ -						
<input type="checkbox"/>				*(2) Red LED lights for corner of tail lights		\$ -						
<input type="checkbox"/>				The Following Equipment To Be Added To The Vehicle:		\$ -						

Customer	Strongsville Police Dept.			Reference Number	230544SR	Revision Level	0	Sales Rep Name	Dave Matarese	
	QTY	Manufacturer	Part Number	Part Description		Unit Price	Extended Price	Cost of Options		
<input type="checkbox"/>	-1	Setina	Deduct Front Cage	Remove Front Cage From Package		\$ 660.00	\$ (660.00)			
<input type="checkbox"/>	-1	Setina	Deduct Rear Cage	Remove Rear Cage From Package		\$ 471.00	\$ (471.00)			
<input type="checkbox"/>	-1	Setina	Deduct Gun Mount	Remove Gun Mount From Package		\$ 358.00	\$ (358.00)			
<input type="checkbox"/>	-1	Setina	Deduct Seat	Remove Replacement Seat From Package		\$1,291.00	\$ (1,291.00)			
<input type="checkbox"/>	-1	Setina	Deduct Window Guards	Remove Window Guards		\$ 336.00	\$ (336.00)			
<input type="checkbox"/>							\$ -			
<input type="checkbox"/>	1	Whelen	HWLFE29	Howler System With Speaker		\$ 556.00	\$ 556.00			
<input type="checkbox"/>	1	Whelen	MBL	Mirror Beams		\$ 529.00	\$ 529.00			
<input type="checkbox"/>	1	Whelen	LEGDX	Upgrade To Dual Color Legacy Lightbar		\$ 500.00	\$ 500.00			
<input type="checkbox"/>							\$ -			
<input type="checkbox"/>	1	Truck Vault	D-FDEXRN2-20N-PS-HT-C14-DR6	Drone Package		\$8,045.00	\$ 8,045.00			
<input type="checkbox"/>							\$ -			
<input type="checkbox"/>	1	Magnetic Mic	MMSU-1	Additional Magnetic Mic		\$ 35.00	\$ 35.00			
<input type="checkbox"/>	1	Havis	C-DMM-3115	Heavy Duty Dash Mount		\$ 340.00	\$ 340.00			
<input type="checkbox"/>	1	Havis	MD-ARM-0606-L	Swivel Arm Mount		\$ 118.00	\$ 118.00			
<input type="checkbox"/>	1	Havis	PKG-KB-203	Bluetooth Keyboard With Mount		\$ 541.00	\$ 541.00			
<input type="checkbox"/>	-1	Havis	Deduct Swing Arm	Remove Swing Arm From Package		\$ 308.00	\$ (308.00)			
<input type="checkbox"/>	1	VWFE	KUS	Kussmaul Auto Eject System With Battery Charger		\$ 950.00	\$ 950.00			
<input type="checkbox"/>							\$ -			
<input type="checkbox"/>							\$ -			
<input type="checkbox"/>							\$ -			
<input type="checkbox"/>	1	SEP	Labor+Materials	Labor+Materials To Remove And Transfer:		\$3,000.00	\$ 3,000.00			
<input type="checkbox"/>				2 Piece Radio, Body Worn In-Car Camera System			\$ -			
<input type="checkbox"/>				Labor+Materials To Install New			\$ -			
<input type="checkbox"/>				Havis Equipment, Truck Vault, 1000 Watt Invertor			\$ -			
<input type="checkbox"/>				And CS Stalker Dual Antenna Radar			\$ -			
<input type="checkbox"/>	2	SEP	Pick Up And Delivery	Pick Up And Delivery Of Vehicles		\$ 287.00	\$ 574.00			
						SubTotal	\$ 25,023.00			
						Installation				
						<input type="checkbox"/> Check if Actual Shipping is to be Charged	Shipping			\$ -
						Tax Rate	0.00%			\$ -
							Total			\$ 25,023.00

Superior Collision
1135 Westwood Dr.
Van Wert, OH 45891

Quote 230543SR

Date: 4/4/23

To:
Mike Graziani
Strongsville Police Dept.
18688 Royalton Rd.
Strongsville, OH 44136
440-580-3238
Mike.graziani@strongsville.org

Expiration Date: 5/4/23

Qty	Description	Unit price	Line total
2	MCCRFP - Marked Car Ready for Patrol Package	\$13,259.00	\$26,518.00
	Setina "tall man" front partition w/ recessed panel and center sliding window		
	Setina rear partition w/ upper metal screen		
	Setina full replacement prisoner seat w/ outboard officer safety seat belts		
	Setina window guards, set of 2, steel vertical bars		
	Setina dual weapon mount		
	Havis vehicle-specific console w/ dual cup holder and height adjustable arm rest		
	Havis HD swing arm w/ tilt/swivel device for laptop cradle or keyboard cradle		
	Magnetic mic holder kit for one radio mic		
	5 watt external speaker for one radio		
	Secure Idle vehicle anti-theft device		
	White LED strip light for back seat area		
	The following warning equipment included in package:		
	Whelen Cenator tri-color light bar w/ mounting kit		
	Soundoff Signal 481 siren system w/ Blueprint program		
	Soundoff Signal 100 watt speaker w/ mounting bracket		
	2-Single color LED lights for cargo side windows		
	Tri-color LED lights for grille location		
	Tri-color LED lights for spoiler location		
	2-Single color LED lights for under hatch door		
	Flash head lights and tail lights		

EXHIBIT C

	2-White LED lights for corners of head lights		
	The following equipment to be added to the vehicle:		
2	12VSPC - polycarbonate window for rear partition, includes installation	\$77.00	\$154.00
2	MBL - Whelen mirror beams, Red-driver side & Blue-passenger side, includes installation	\$529.00	\$1058.00
2	HWLFE29 - Whelen Howler low tone speaker system, includes installation	\$556.00	\$1,112.00
2	LEGDX - Upgrade package to Whelen Legacy dual color light bar	\$500.00	\$1,000.00
2	MMSU - additional Magnetic mic holder kit for siren PA mic	\$35.00	\$70.00
2	C-DMM-3115 - Havis HD dash mount	\$340.00	\$680.00
2	MD-ARM-0606-L - Havis low profile swivel arm mount	\$118.00	\$236.00
2	PKG-KB-203 - Havis Bluetooth keyboard with cradle	\$541.00	\$1,082.00
-2	Deduct swing arm from package price	(\$308.00)	(\$616.00)
2	TruckVault C-FDEXRN2-20D-PS-LT Special Ops storage system	\$4,020.00	\$8,040.00
2	Labor + Materials to remove and transfer:	\$2,460.00	\$4,920.00
	2pc radio with antenna, Body-Worn in-car camera system,		
	Labor + Materials for installing new Havis mounting equipment, TruckVault equipment, and CUSTOMER SUPPLIED Stalker radar system with front and rear antennas		
4	Pick up and delivery of vehicle	\$287.00	\$1,148.00
	Subtotal		\$45,402.00
	Sales Tax		
	Total		\$45,402.00

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2023 – 083

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ISSUE AND APPROVE A CHANGE ORDER (FINAL) FOR AN INCREASE IN THE CONTRACT PRICE AND IN ACCORDANCE WITH THE PROVISIONS OF THE CONTRACT BETWEEN THE CITY OF STRONGSVILLE AND RFC CONTRACTING, INC., IN CONNECTION WITH THE NATATORIUM RENOVATIONS AT THE WALTER F. EHRRFELT RECREATION & SENIOR CENTER, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Ordinance No. 2022-064, and after competitive bidding, Council authorized the Mayor to enter into a contract with RFC Contracting, Inc. ("RFC") for improvements and renovations to the natatorium facility at the Walter F. Ehrnfelt Recreation & Senior Center, in the total amount of \$1,045,000.00; and

WHEREAS, further additional work not contemplated in the original contract has become necessary and was requested by the City; and

WHEREAS, RFC, therefore, has submitted to the City's Director of Parks, Recreation & Senior Services, a request for an adjustment in the contract price for the costs incurred due to the additional labor, materials and equipment necessary to complete the aforesaid work; and

WHEREAS, the City's Director of Parks, Recreation & Senior Services has recommended that it would be in the best interests of the City to provide payment to RFC for the work performed on the Project, generally being additional work required and requested by the City in order to grind and refinish existing resinous flooring, add tile to additional two (2) columns, and replace four (4) insulated glass panels, all as more fully set forth in Exhibit A attached hereto and incorporated herein as if fully rewritten, and to provide additional payment for such changes in the work in the amount of \$34,500.00, for a new total Project cost of \$1,079,500.00.

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 a Change Order (Final), as recommended by the City's Director of Parks, Recreation & Senior Services, and comprising additional work required and requested by the City, in the amount of \$34,500.00, as reflected in Exhibit A; and after the issuance and approval of said Change Order (Final), to direct the Director of Finance to make payment to **RFC CONTRACTING, INC.**, in the additional amount of \$34,500.00, thereby increasing the total Project cost to \$1,079,500.00.

Section 2. That the funds for the purposes of said contract and change order have been appropriated and shall be paid from the Recreation Capital Improvement Fund.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2023 – 083

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 compensation for additional work performed by the contractor on the Project, to facilitate payment to the contractor for unanticipated changes in the work, 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	_____	_____
Clark	_____	_____
DeMio	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____

Attest: _____
Clerk of Council

Ord. No. 2023-083 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

Public Hrg. _____ Ref: _____
Adopted: _____ Defeated: _____

AIA® Document G701® – 2017

Change Order

PROJECT: (Name and address)
Strongsville Recreation Park

CONTRACT INFORMATION:
Contract For: General Construction
Date: May 11, 2022

CHANGE ORDER INFORMATION:
Change Order Number: 001
Date: May 30, 2023

OWNER: (Name and address)
City of Strongsville
16099 Foltz Parkway
Strongsville, Ohio 44149

ARCHITECT: (Name and address)
Brandstetter Carroll Inc.
2360 Chauvin Drive
Lexington, KY 40517

CONTRACTOR: (Name and address)
RFC Contracting, Inc.
13477 Prospect Road, Suite105
Strongsville, Ohio 44149

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Grind and refinish existing resinous flooring.

Add Tile to additional (2) columns.

Replace (4) insulated glass panel

The original Contract Sum was	\$ 1,045,000.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 1,045,000.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 34,500.00
The new Contract Sum including this Change Order will be	\$ 1,079,500.00

The Contract Time will be increased by Zero (0) days.

The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Brandstetter Carroll Inc.

ARCHITECT (Firm name)

SIGNATURE

Nancy Nozik, Principal

PRINTED NAME AND TITLE

05/30/2023

DATE

RFC Contracting, Inc.

CONTRACTOR (Firm name)

SIGNATURE

PRINTED NAME AND TITLE

DATE

City of Strongsville

OWNER (Firm name)

SIGNATURE

PRINTED NAME AND TITLE

DATE

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2023 – 084

By: Mayor Perciak and All Members of Council

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH KRONOS INCORPORATED FOR A SUBSCRIPTION FOR THE RENEWAL OF THE KRONOS WORKFORCE DIMENSIONS TIMEKEEPING INFORMATION TECHNOLOGY SOFTWARE AND SERVICES FOR USE BY THE FINANCE AND HUMAN RESOURCES DEPARTMENTS OF THE CITY OF STRONGSVILLE, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.

WHEREAS, since 2007, Kronos Incorporated has consistently provided the City's Finance and Human Resources Departments with specialized and proprietary timekeeping information technology equipment, software and services; and

WHEREAS, by and through Ordinance No. 2020-138, Council authorized the Mayor to enter into a contract with Kronos Incorporated for the necessary replacement and upgrade of the Kronos Workforce Central System, in order for the Finance and Human Resources Departments to transition to the new Workforce Dimensions timekeeping system; and

WHEREAS, by and through Ordinance No. 2021-089, Council authorized the Mayor to renew the contract for the Workforce Dimensions systems, which software and services system has been operating for the Finance and Human Resources Departments; and

WHEREAS, therefore, the City's Director of Finance and Director of Communication and Technology has recommended that in order to maintain these unique and critical City financial and human resources functions, it is immediately necessary for the City to enter into a contract for the renewal of the Kronos Workforce Dimensions Timekeeping software and services subscription.

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

Section 1. That this Council finds and determines, as set out in Article V, §5 of the Charter, that there is an immediate and present emergency in the operation of the Departments of Communication & Technology, Finance and Human Resources of the City of Strongsville, in that it has become immediately necessary to enter into a contract, without public bidding, with **KRONOS INCORPORATED, A UKG COMPANY**, in order for the City to maintain continuity of unique and critical financial and human resources functions.

Section 2. That for the reasons aforesaid, Council hereby approves and authorizes the Mayor to enter into a contract, without public bidding, with **KRONOS INCORPORATED, A UKG COMPANY**, for the renewal of the Kronos Workforce Dimensions timekeeping and human resources information technology software and services subscription, which is unique and proprietary to the City, in support of the City's financial and human resources systems in the total amount of \$60,441.44, all as more fully set forth in the Renewal Order Form attached hereto and incorporated herein as Exhibit A.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2023 – 084

Page 2

Section 3. That the funds for the purpose of such contract have been appropriated and shall be paid from the General Fund, Street Construction, Maintenance & Repair Fund; Fire Levy Fund; Multi-Purpose Complex Fund and the Sanitary Sewer Fund.

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

Section 5. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare, and for the further reason that it is immediately necessary to enter into the aforesaid contract in order to maintain continuity of the information technology systems for departments of the City, and to conserve public funds. Therefore, provided this Ordinance receives the unanimous affirmative vote of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor.

President of Council

Date Passed: _____

Approved: _____
Mayor

Date Approved: _____

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

Attest: _____
Clerk of Council

Ord. No. 2023-084 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

Public Hrg. _____ Ref: _____
Adopted: _____ Defeated: _____



Quote#: Q-161206
Expires: 21 Apr, 2023

RENEWAL ORDER FORM

Order Type: Renewal
Date: 10 Apr, 2023

Bill To: CITY OF STRONGSVILLE
16099 FOLTZ INDUSTRIAL PKY
STRONGSVILLE, OH 44149 USA

Ship To: CITY OF STRONGSVILLE
16099 FOLTZ INDUSTRIAL PKY
STRONGSVILLE, OH 44149 USA

Bill To Contact: David Sems

Payment Terms: Net 30 Days
Customer PO Number:
Renewal Term: 12 months
Billing Frequency: Annual
Billing Type: Advance

Currency: USD
Solution ID: 6041335

Contract Summary

Contract Period Start Date: 7/21/2023 12:00:00 AM
Contract Period End Date: 7/20/2024 12:00:00 AM

Total Price: USD 60,441.44

The Total Price is the total billable amount (pre-tax) for the contract period listed above.

Annualized Contract Value: USD 59,982.00

The Annualized Contract Value is the value of the contract if all services are priced for 365 days. The Annualized Contract Value does not include estimated tax. Please note that this quote may include services priced for prorated periods.