

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

### City of Strongsville

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

May 11, 2023

### **MEETING NOTICE**

City Council has scheduled the following meetings for Monday, May 15, 2023, to be held in the Caucus Room and the Council Chamber at the Mike Kalinich Sr. City Council Chamber, 18688 Royalton Road:

<u>Caucus will begin at 7:30 p.m.</u> All committees listed will meet immediately following the previous committee:

7:30 P.M.

<u>Planning, Zoning & Engineering Committee</u> will meet to discuss Ordinance Nos. 2023-071 and 2023-073 as well as Resolution Nos. 2023-072 and 2023-074.

<u>Public Service & Conservation Committee</u> will meet to discuss Ordinance No. 2023-075.

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, MAY 15, 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:
- CERTIFICATION OF POSTING:
- 4. ROLL CALL:
- 5. COMMENTS ON MINUTES:
  - Regular Council Meeting May 1, 2023
- 6. PUBLIC HEARING:
  - On the matter of the possible reappointment and re-employment of Stephen F. Kilo, who will be retired effective May 31, 2023 and seeking re-employment to his former and same position as Human Resource Director for The City of Strongsville, to be effective June 1, 2023.
- 7. APPOINTMENTS, CONFIRMATIONS, AWARDS AND RECOGNITION:
  - Motion to confirm the Mayor's reappointment of Stephen F. Kilo as Human Resource Director for the City of Strongsville to be effective June 1, 2023 in compliance with Section 145.381 of the Ohio Revised Code.
- 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

- 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. 2023-071 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.
  - Resolution No. 2023-072 by Mayor Perciak and All Members of Council. A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS FOR THE STRONGSVILLE TOWN CENTER PROJECT, AND DECLARING AN EMERGENCY.
  - Ordinance No. 2023-073 by Mayor Perciak and All Members of Council. AN ORDINANCE ACCEPTING FOR RECORDING PURPOSES ONLY THE PLAT OF CAMDEN WOODS SUBDIVISION IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
  - Resolution No. 2023-074 by Mayor Perciak and All Members of Council. A RESOLUTION DECLARING THE INTENT OF THE COUNCIL OF THE CITY OF STRONGSVILLE TO ACCEPT FOR DEDICATION CERTAIN STREETS WITHIN CAMDEN WOODS SUBDIVISION IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
  - Ordinance No. 2023-075 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE SALE AT PUBLIC AUCTION OF CERTAIN OBSOLETE AND SURPLUS VEHICLES NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE, AND DECLARING AN EMERGENCY.
- 12. COMMUNICATIONS, PETITIONS AND CLAIMS:
- 13. MISCELLANEOUS BUSINESS:
- 14. ADJOURNMENT:

### CITY OF STRONGSVILLE, OHIO

### **ORDINANCE NO. 2023 - <u>071</u>**

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:	Referred to Planning Commission			
Second reading:				
Third reading:	Approved:			
Public Hearing:				

### CITY OF STRONGSVILLE, OHIO ORDINANCE NO. 2023 - <u>071</u> Page 2

	Council	Approved:Mayor		
		Date Approved:	_	
<u>Yea</u>	<u>Nay</u>	Attest:Clerk of Council	_	
		Ord. No. <u>2023 - 67</u> Amended:		
	<u>Yea</u>		Yea         Nay         Attest:	

### 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;



Page 1 of 2
F:\tGC Eng\PROJECTS\2701 17601 MARKS ROAD RE-ZONING
STRONGSVILLE\SURVEY INFO\(\text{INFO\(\text{WESC}\)}\) for the control of the

Corporate Headquarters 295 South Water Street, Suite 300 Kent, OH 44240 800-828-8312 Local Office 1310 Sharon Copley Rd PO Box 37 Sharon Center, OH 44274 330-590-8004



- 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.



Page 2 of 2

F:\TGC Eng\PROJECTS\2701 17601 MARKS ROAD RE-ZONING
STRONGSVILLE\SURVEY INFO\(\text{DESCRIPTIONS\2701}\) REZONING PARCEL DESC.\(\text{desc}\)

Corporate Headquarters 295 South Water Street, Suite 300 Kent, OH 44240 800-828-8312 Local Office 1310 Sharon Copley Rd PO Box 37 Sharon Center, OH 44274 330-590-8004

### Rezoning Exhibit of land owned by Marks Road Property, LTD. Strongsville, Ohio Situated in the City of Strongsville, County of Cuyahaga and State of Ohio and

known as being part of Original Strongsville Township Lot No. 99 1/2" Iron Pin in Mon. Box Found & Used Lunn Road, 60' P.P.N. 394-01-003 S 00°06'53" W 1/2 Iron Pin Treeview Cleveland LLC 03/18/2022 A.F.N. 202203180267 Found 10.16 S., 0.12'#) 2619.67' Msd. 3/4 Iron Pin Found and used e 30.00' 3/4" Iron Pin Found 1/2" Iron Pin LOT 98 0.12' E. of Cor. Used for N-S ≥ N 89°10'36" E 567.91' C.&U. 45 LOT 99 Angle Point P.P.N. 394-07-005 Walter C. and S 22°31'05" W 7.49 8. U. N 67°28'55" W 129.72 Judith G. Lappin 05/25/2005 17.00' R.&U. 05/25/2005 A.F.N. 200505250349 å S 22°31'05" W 250.00' R.&U. N 89°10'36" E **Emmons** 455.90' R. & M. 5/8 Inch Iron pins w/ illegible caps Found & Used Road, 60' 3/4" Iron Pin in Mon. Box Found & Used S 67°28'55" E 17.00' R.&U. 880 Railroad Re-Zoning Parcel Area 670,238 SF fmly. Cleveland, Lorain & Wheeling Railway Co. Vol. 81, Pg. 164 15.3865 AC C.SU. P.P.N. 394-07-001 <del>5</del> Marks Road Property LTD 01/23/2006 Road, ŝ A.F.N. 200601230302 P.P.N. 394-07-001 Marks Road Property LTD 01/23/2006 Marks 3/4 Iron Pin Found @ 30.00, A.F.N. 200601230302 0.15' S. of line Deeded Area: 40.7588 Ac. 642.21' C.&U. S 88°35'48" W 1,775,455 Sq. Ft. Remaining Area: 25.3723 Ac. 1,105,217 Sq. Ft. '4" Iron Pipe Found & Used P.P.N. 394-07-002 99, Douglas M. and Linda Harley 07/14/2022 A.F.N. 202207140367 ž 2656. ≆ 13, 00-051 0 × ₽. 10. 5/8 Inch Iron Pin w/ 5/8° tron Pin Cap Preservation"
Found 0,19' S. of Line Found & Used SON RIW ( 1/2º Iron Pin Found & Used 5/8" Iron Pin 1006.57" Found 0.15' S. of Line R. & M. LOT 99 LOT 100 Angle Point 5/8" Iron Pin Found & Used @ S 00°08'10" E 30.19' (Record) 2800.41' R. & M. Boston Road, 50' **LOT 100 EXHIBIT B** 5/8" Iron Pin in Mon. Box Found & Used 

REZONE

MARKS ROAD PROPERTY.

DAVEY

### PETITION FOR ZONING CHANGE

Ordinance Number: 2023-07/
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 $\underline{GIA}$ use to a class $\underline{RT-C}$ 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 )
Sword io and subscribed in my presence this day of April , 2023.  KARNEL FECHKO  Notary Public, State of Ohio  My Commission Expires 124/124  My commission expires: 124/124

<sup>\*</sup> Please pay particular attention to the details in item number 4 on page one. The certified list of property owners <u>must</u> 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

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

Ordinance Number: 2023-07/

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 Marks Road Property Ltd. 100 % Signature of Owner(s) State of Ohio County of Cuyahoga ) Sworn to and subscribed to in my presence this 5th day of Notary Public My commission expires

<sup>\*</sup> Please pay particular attention to the details in item number 4 on page one. The certified list of property owners <u>must</u> 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

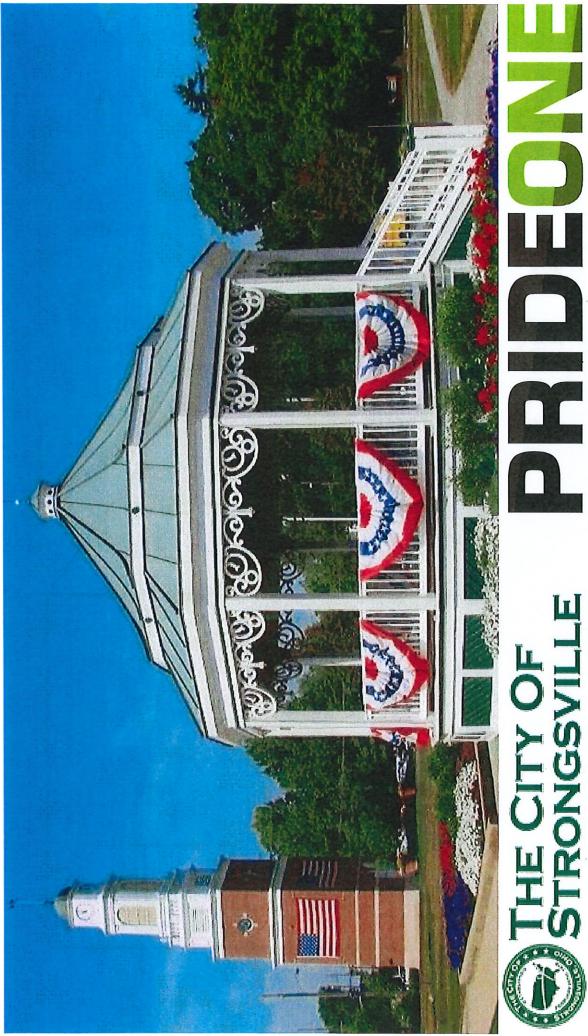
From GI-A to RT-C

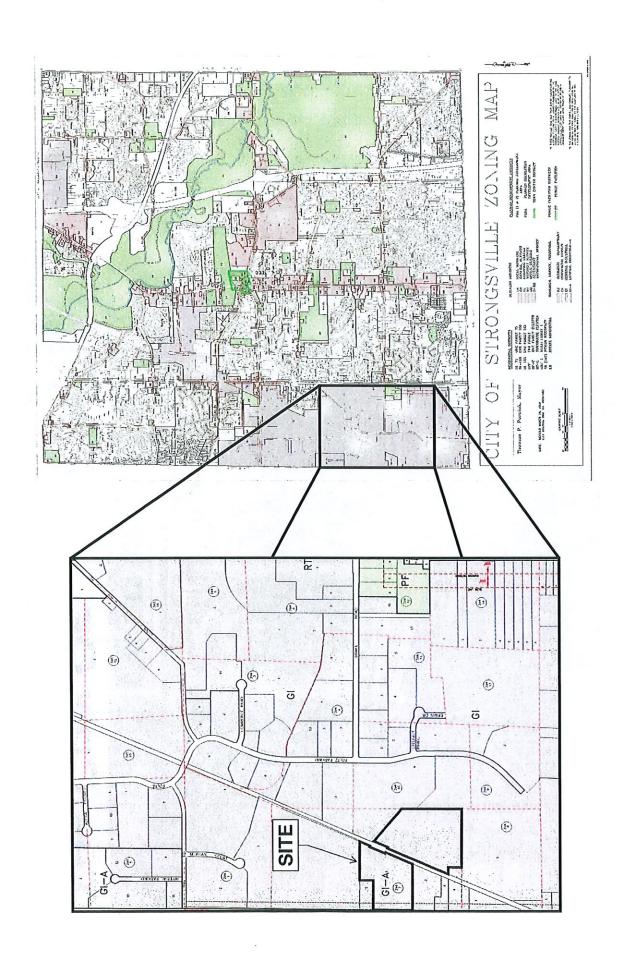
### Neal,

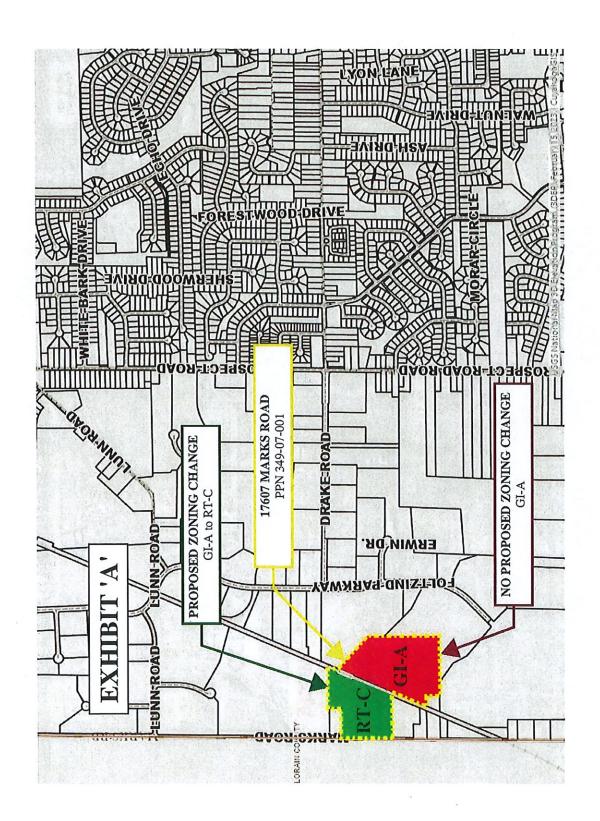
The legal description and exhibit included in the Clerk of Council's May 3, 2023 memo regarding the above referenced application accurately describe the area to be rezoned.

Please feel free to contact me with any questions.

Thank you.

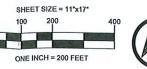
















MARKS ROAD
CONCEPT SKETCH
PRIDE ONE DEVELOPMENT

DATE 9/22

1/1



## SANIBEL



s- 11

- 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

1

**MEN** 

[0]

1



- 1508 SF
- 2 Beds/ 2.5 Baths 1 Car Garage
- Large Walk-in Closets
- 9' Ceilings
- Covered Patio and Porch
  - Walk-in Pantry







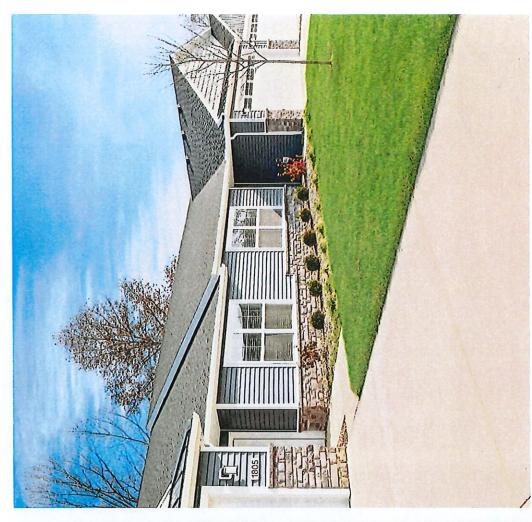




IMAGES FROM CURRENT PROJECTS



IMAGES FROM CURRENT PROJECTS



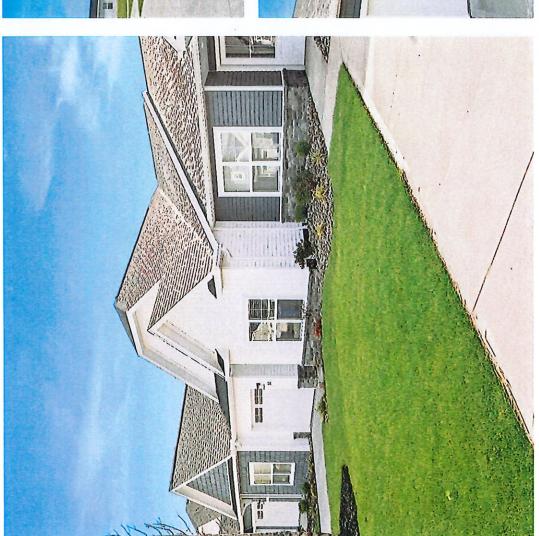




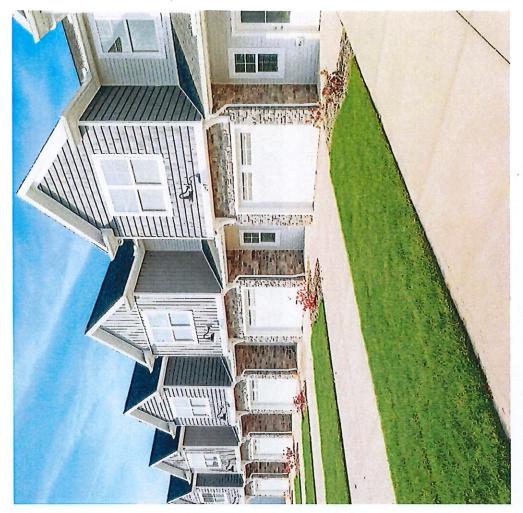
**IMAGES FROM CURRENT PROJECTS** 







**IMAGES FROM CURRENT PROJECTS** 





IMAGES FROM CURRENT PROJECTS

# PRIDE ONE CONSTRUCTION

Northeast Ohio. Pride One Construction quickly became a full service "turnkey" developer: and was identified for a particular end user; financing would be secured then zoning, targeted homes over 20 years ago with construction primarily focused on projects in Pride One started as a land developer and cluster home community builder of age 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 and completed projects in California, Wyoming, Indiana, Michigan, Iowa, South Carolina, esidential development came to a halt, Pride One took this opportunity to exit the "for commercial construction consisting of apartments, hotels, conference centers, student housing, assisted living facilities and churches. Pride One has branched outside of Ohio throughout the 1990's and early 2000's. With the advent of the economic downturn, sale" and land development aspects of the business. They shifted their focus strictly Northeast Ohio while building multi-family apartments and "for sale" cluster homes North Carolina, and Florida.

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



- 31 years of Busines
- Built over <u>\$1.5 Billion</u> in construction value
- Over 10,000 apartment home
- 1,500 notel rooms
- 1,400 assisted living rooms
- Countless other projects consisting of retail, industrial, office, and self
  - storage
- Over <u>\$250 Million</u> in ranch unit development value currently under construction in multiple
- 2,000 ranch apartment units in the current Development Pipeline totaling a value of over \$1 sillion to be built in 2022-2024





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

ILDING RELATIONSHIPS AND PROJECTS THAT LAST



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 ("NEORSD") 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

### **RESOLUTION NO. 2023 - <u>072</u>**

By: Mayor Perciak and All Members of Council

A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS FOR THE STRONGSVILLE TOWN CENTER PROJECT, AND DECLARING AN EMERGENCY.

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

**Section 1.** That the Mayor be and is hereby authorized to advertise for bids for the Strongsville Town Center Project, consisting of the development of new park amenities to include activity courts, waterplay area, playground, open-air shelters, a new one-story wood frame building, a new garage, sidewalks, roadways, utilities, and demolition of various existing structures, in accordance with specifications and bid documents on file in the office of the City Engineer, which are in all respects hereby approved.

**Section 2.** That the funds for the purposes of this Resolution shall be paid from the Town Center Fund.

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

**Section 4.** That this Resolution is hereby declared to be an emergency measure 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 advertising for public bidding in order to proceed with the proposed project for enhancing the Strongsville Town Center area for the benefit of the City's residents and guests, and to conserve public funds. 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 0	Council	Approved:
Date Passed:_	<u>Yea</u>	Nay	Attest:
Carbone Clark DeMio Kaminski Kosek Roff Short			Ord. No. <u>2023 - 072</u> Amended:

### CITY OF STRONGSVILLE, OHIO

### **ORDINANCE NO. 2023 - <u>073</u>**

By: Mayor Perciak and All Members of Council

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

WHEREAS, the plat of Camden Woods Subdivision is being submitted to this Council for review pursuant to Title Four of Part Twelve entitled "Subdivision Regulations" of the Codified Ordinances of the City of Strongsville; and

WHEREAS, Camden Woods, LLC, the owner of said Subdivision, has submitted the subdivision plat (attached hereto as Exhibit 1) to the Planning Commission of the City of Strongsville, and the Planning Commission approved the plat on April 13, 2023, subject to certain conditions; and

WHEREAS, in addition, Camden Woods, LLC, has submitted a Recreation Plan to the Planning Commission of the City of Strongsville, and the Planning Commission further approved such Recreation Plan on April 13, 2023, subject to the owner posting an additional amount of \$369,000.00 in escrow to ensure completion of the Recreation capital improvements; and

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

WHEREAS, this Council desires to approve the aforesaid plat and map for recording purposes only.

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

- **Section 1.** That pursuant to Section 1228.03 of the City of Strongsville, this Council hereby approves the form of security by the owner, and the terms and conditions of the Agreement between the City and the Owner, attached hereto as Exhibit 2; and it is hereby determined that all of the improvements as shown on the improvement plans on file with the City Engineer and/or required by Section 1228.01 shall be installed in the manner required by the Ordinances of the City on or before October 1, 2024.
- **Section 2.** That the Mayor be and is hereby authorized to execute the aforesaid Agreement (Exhibit 2) and to do or delegate to appropriate officers and employees of the City the performance of all things necessary to implement and carry out such Agreement.
- **Section 3.** That subject to the aforesaid Agreement, the Council of the City of Strongsville does hereby approve the subdivision plat submitted by Camden Woods, LLC, owner and developer of Camden Woods Subdivision, in the City of Strongsville for recording purposes only.

### CITY OF STRONGSVILLE, OHIO ORDINANCE NO. 2023 – <u>073</u> Page 2

**Section 4.** That this Council further approves the Recreation Plan submitted to the Planning Commission on April 13, 2023, a copy of which is attached hereto as Exhibit 3, subject to the owner posting the amount of \$369,000.00 in escrow to ensure completion of the Recreation capital improvements.

**Section 5.** That the City Engineer be and is hereby authorized to accept the necessary plat and documents, which he shall keep on file on behalf of the City after recording with the Cuyahoga County Fiscal Officer. The Engineer is further directed to endorse on the plat that the plat is to be filed and recorded for recording purposes only, and not for dedication.

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

**Section 7.** That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to assure proper development of all lots and land within the City of Strongsville, and to conform to legal requirements. Therefore, provided this Ordinance receives the affirmative vote of 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>	Attest: Clerk of Council
Carbone Clark DeMio Kaminski Kosek Roff Short			Ord. No 2023 - 073
			Public HrgRef: Adopted:Defeated:

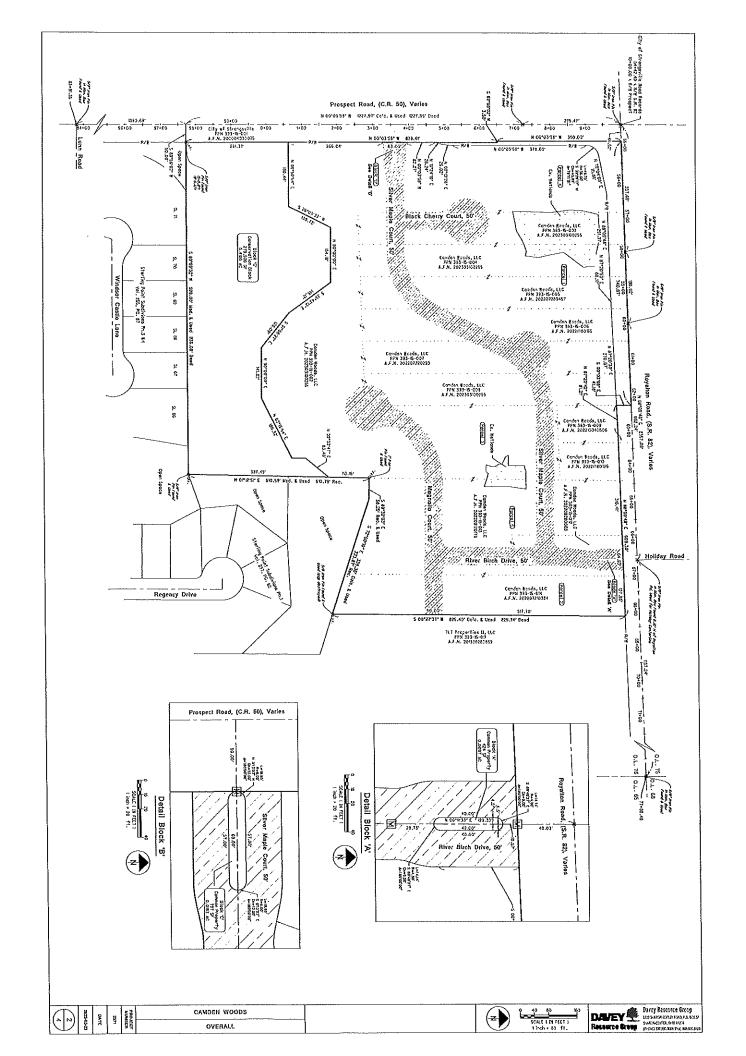
I hambly certify that this just and arrany was propored from a field sarrany, enclysis of recorded plats, encorded deside, and servey records, as opplicable. Distracts are given in feet and discoal parts thereof. All desimilation are desired as feet and accorded on the servey served, as the servey perfected in such a nearest that the sharp desired, and the transplant of an arrany perfected in such a nearest that the latter error in the distincts between two till points does not exceed the liaits set forth in Section 1933 or the Onle Administrative Code. All momenta shown haven saids or shall be set by me as aboven.  100val P. Leyle P.S. No. 5-4652 Date	COVENANTS. RESTRICTIONS & EASEMENTS:  The stabilisation aroun on this plot is assigned to the comments, restrictions and seasonants contained in the description of restrictions, presents and seasonant restrictions, one that Coprologo county Research according to Order.  SURVEYOR CERTIFICATION:	grophic symbol on this plat, for politic use this day of to to ordinate to by ordinate to	usper (Sign)  Clark of Council Orbatt  Clark of Council Orbatt  The Copinans of the City of Strangovilla, Ohio horaby accepts the deciretion of as a shown by	Engineer thriatt	Secretory (Cigs)  Approved by the Uniteer of the City of Strangellie, this on this	Clark of Councilibries!  Clark of Council Digo  Approved by the Planning Commission of the City of Strongsville, Ohlo on this	APPROVALS:  Approval by the Council of the City of Etrangavilla, Obla on this day of for record purposes, by Ordinana as	
Outfook, her vick (2017-198)  Fell, (Tit) STI-1967  Fell, (Tit) STI-1967  Fell, (Tit) STI-1967  Fell is issuers by Excellent you within the application is made does not relieve you statistically called the filter premit a a very be required by Federal, Intel of Local anterelies and to otherwise advance to all applicable loves. A portion of the locals which this join is cranificable by applications, and other called the control of the local which this join is cranificable by applications. But folio District.  Local of the control of the cont	Verious blooks. The City of Strengerille Year Sent Applifed as peable without by The LCE, Deptheed of Interior, it is considered by the Company of the Compa	BASSIS OF BEARINGS:  Execution does that Plana Coordinate System, Nerth 2000, NAD 1985, Ground.  All LOFF is 207 from piles set are officed with a plant's cap bearing the inecription TANCY RESOLUTE CROSS*  WETLAND NOTICE:	NOTES:  ACCERNAC MORES:  Based Documents on referenced by the Survey  Dirty of Strongarille Englementing Deportment Road Plan CUT-42-4 de  City of Strongarille Englementing Deportment Road Plan CUT-42-4.11	LOCATION MAP LATITUDE HISTORY	SITE	Topics of the state of the stat	Camden Woods Subdivision Creating Parcels 1 through 5 and Blocks 'A' through 'C' and dedicating Black Cherry Court, Silver Maple Court, River Birch Drive and Magnolia Court Situated in the City of Strongeville, County of Coychoga and State of Ohio, also known as being part of original Strongeville Township Lot No. 78 and further known ace being all of lands now or formarily owned by Canden Woods LiCe, Nown as Phys. 333-35-002 through 010 and 012 through 014 of the Cuyahoga County Recorder's Records.	
	LEGEND	Creater Contenses  Consists Woods, LLC.  On Str.   Quantitating Company ATET - Ohio  On Other Communications Wide Open West  Objector Communications Wide Open West	within and examint promises including but not liabilled to fringing a space a lectroic delicit feeling, frees and teadersping including linear, fleeve or envulvery and includings lighting within and without sold examinate profiles which may have a within a faciliarism, maintainment, report or expection of said electric and examining maintain facilities, the right to intall, regard, expection of said electric and electric and electric and electric and electric solds exculate the object determined promises, and with the right of excess and syrses to add from any of the within described precises for examining any of the uppease of the right-of-way and estered great and offer each sold the responsabile, of their sale cast and expense, for restaining the property to its prior conditions of the such sold reports, leading the property in the prior conditions of the such sold reports, in table to and lived shall by restricted to underground utility services.	vs. the sowers of the within pictive local, do hereby great unto <u>The Illushination Sanctors, dillushination dillushination states of the situation of the situ</u>	Noticy public  Noticy public  Noticy promission expires  FENERAL UTILITY EASEMENTS:	Country of Curplaces 1 55 State of Ohio 1 55 State	ACCEPTANCE & DEDICATION:  The transport of content to the production of the body endrosed within this audiciation hereby estimated with some badde and grount earners for the dead and briefly that the printing forms of the south field of the public was forever the affects and the badde and ground the printing forms of the public was forever the affects and public that the printing forms of the public was forever the affects and public that the public was forever the affects of public that the public beds and public that the public beds a	ra 1

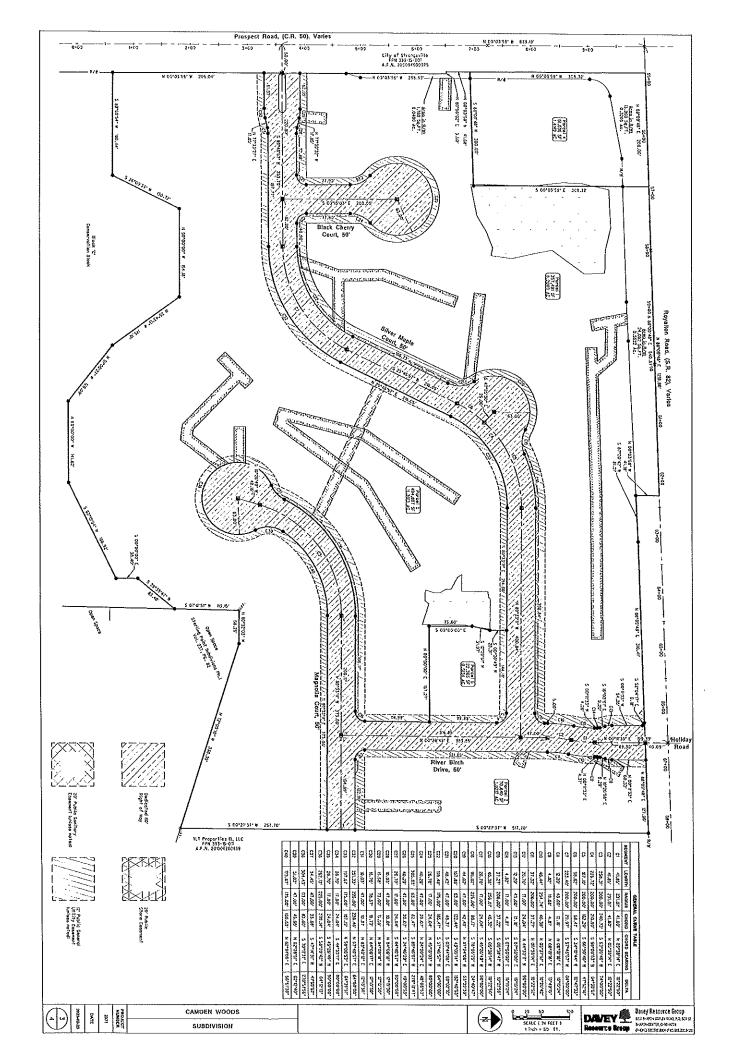
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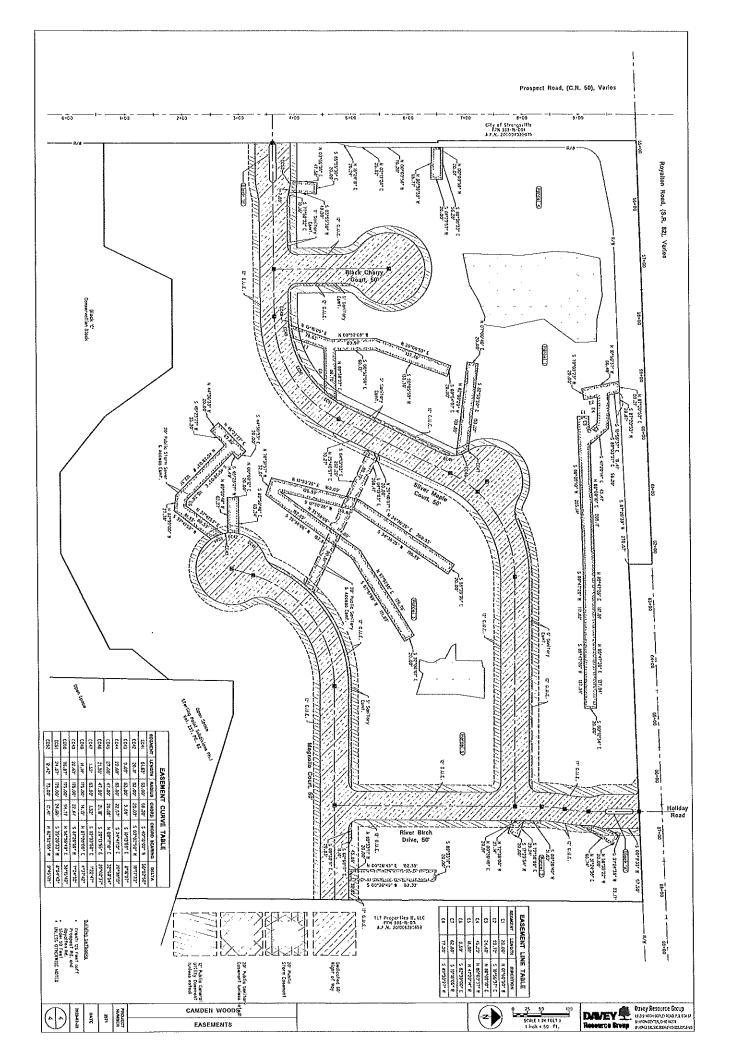
CAMDEN WOODS COVER

PROJECT NUMBER 2371

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## SUBDIVISION IMPROVEMENTS SECURITY AGREEMENT

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_\_, 2023, by and between CAMDEN WOODS, LLC, an Ohio limited liability company, P.O. Box 361301, Strongsville, Ohio 44136, hereinafter called the "Developer", and the CITY OF STRONGSVILLE, a municipal corporation of the State of Ohio, located at 16099 Foltz Parkway, Strongsville, Ohio 44149, hereinafter called "City".

WHEREAS, **CAMDEN WOODS, LLC** is the owner and developer of certain property located in the City of Strongsville; and

WHEREAS, Developer is desirous of developing the aforesaid property owned by it and known as **CAMDEN WOODS SUBDIVISION**, as the same was approved by the City's Planning Commission on April 13, 2023, subject to certain conditions; and

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

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

WHEREAS, said subdivision regulations provide at Section 1224.06 of the Codified Ordinances that in lieu of paying the recreation fee, the Developer may install its own recreation facilities as approved by the Planning Commission and as secured in a manner as approved by City Council; and

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

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

## I. IMPROVEMENTS, SECURITY, ACCEPTANCE AND DEDICATION.

- 1. Developer shall convey or dedicate to the City all the public streets, alleys, roads, avenues, drives and public ways in the Subdivision known as **CAMDEN WOODS SUBDIVISION**, as approved by the City's Planning Commission on April 13, 2023.
- 2. Developer shall convey or dedicate to the City or other appropriate public entity or public utility all public sewers, water lines and other public utilities and improvements constructed or caused to be constructed on the aforementioned streets, alleys, roads, avenues,

drives and public ways in said Subdivision or outside the Subdivision, and shall grant easements and rights-of-way to said entities as may be required.

- 3. Developer shall construct or enter into a contract for the construction of the improvements required in the aforesaid Subdivision, as approved by the City Engineer on April 13, 2023, in accordance with the terms of this Agreement, the General Requirements herein, and the Subdivision Regulations of the City and shall pay the total cost thereof. Developer shall complete all street pavements, curbs, sidewalks, sanitary sewer systems, storm drainage systems, water mains, and other utilities to be constructed in public rights-of-way, and complete its recreational facility on or before October 1, 2024; unless said time(s) is or are extended by the Council of the City. Such time extension(s) may be granted so long as the City Engineer determines that delays in construction are not the result of the actions or inactions of the Developer, and that Developer is making reasonable efforts to complete said improvements. Such extension(s) shall not be unreasonably withheld.
- 4. Any and all of the work performed as hereinabove provided shall be done subject to the approval of and inspection by the City Engineer.
- 5. In order to secure the performance of this Agreement and all the aforesaid work in accordance with the standards established in the Subdivision Regulations and the completion of such work within the time period(s) established herein, Developer herewith deposits with CHICAGO TITLE, located at 1111 Superior Avenue, Suite 600, Cleveland, Ohio 44114 (hereinafter referred to as "Escrow Agent") the sum of \$2,842,905.00 (hereinafter referred to as the "improvements security funds"), and Developer shall also deposit an additional amount of \$369,000.00 to ensure completion of the Recreation capital improvements, all amounts to be held in escrow in accordance with the Escrow Agreement attached hereto and incorporated herein as Exhibit A and subject to the following terms:
  - A. Escrow Agent shall deposit and/or invest the improvements security funds in the following accounts, and/or investments which the City is authorized to utilize by law, subject to the approval of Developer, which shall not be unreasonably withheld:
    - (1) Accounts payable or withdrawable on demand.
    - (2) Direct obligations of the United States maturing or redeemable on or before the date for completion established in accordance with Paragraph 3 above.
    - (3) Certificates of deposit maturing or redeemable on or before the date for completion established in accordance with Paragraph 3 above.
  - B. Escrow Agent is authorized to deliver or disburse the improvements security funds or any part thereof, with any additional funds including interest earned on the aforesaid sum, less any and all fees or penalties arising from the deposit or investment to the Developer as follows:
    - (1) Only upon receipt of all of the following items shall the Escrow Agent deliver or disburse all or the remainder of the improvements security funds:

- (a) The certificate of the City Engineer that all improvements have been installed in accordance with the requirements of the subdivision regulations of the City and with the actions of the Planning Commission;
- (b) Evidence of receipt by the City of a maintenance bond securing the maintenance and repair of the improvements, excluding the recreational capital improvements, for a period of two years in a form approved by the Law Director;
- (c) A policy of title insurance in form approved by the Law Director covering all lands to be dedicated to public use, and showing title to the same to be in the City free and clear of any easements, mortgages, taxes, liens, assessments or other encumbrances of any kind whatsoever except the easements required by the Subdivision Regulations of the City and taxes not yet due and payable, or a certificate from the City Engineer acknowledging receipt of same;
- (d) Evidence of Deposit by the Developer with the City or the Escrow Agent of a sum sufficient to pay all taxes and assessments which are a lien but not yet due and payable; and
- (e) A copy of legislation duly adopted by the Council of the City accepting the dedication or conveyance of all lands and improvements required to be dedicated or conveyed by this Agreement, certified by the Clerk of Council to be a true and correct copy of the original.
- Upon receipt of certification by the City Engineer of the satisfactory completion of a portion of the aforesaid improvements, and upon a determination by the City that all remaining uncompleted improvements are adequately secured, the Escrow Agent shall release a portion of the improvements security funds deposited equal to an amount estimated by the City Engineer to be the cost of that portion of the improvements completed, or the difference between the total sum on deposit and the total sum determined by the City to be necessary to secure the completion of all remaining uncompleted improvements and all other obligations of Developer under this agreement, whichever may be less.
- C. The Escrow Agent is authorized to deliver or disburse to the City all or any part of the improvements security funds as determined by the City Engineer, plus any additional funds including interest earned on the aforesaid sums, less any and all fees or penalties due arising from the deposit or investment upon Escrow Agent being notified by the City of the occurrence of one or more of the following events:
  - (1) If the Developer assigns this Agreement, or any interest therein to any person, firm or corporation, or gives to any person, firm or corporation, any order or orders thereon;

- (2) If the required improvements shall violate building subdivision or zoning laws of the City;
- (3) If the land within the development area as identified on the subdivision plat approved for record purposes is used for any unlawful purpose, or is occupied for other than dwelling purposes, or for any purpose without the approval of the appropriate administrative official, board, or commission of the City:
- (4) If the improvements are not fully constructed by the completion date(s) established in paragraph I. 3. above, or by any extension date approved by Council pursuant thereto.
- (5) If the improvements in the judgment of the City Engineer are materially injured or destroyed prior to acceptance by the City, and no insurance or other provision acceptable to the City is made for prompt replacement or repair of the same at no cost to the City.
- (6) If the Developer fails to construct the improvements in accordance with plans and specifications that have been approved by the proper City authorities having charge thereof;
- (7) If the Developer does not permit the City or its authorized agents or employees to enter upon and inspect the same in every part at all reasonable times:
- (8) If the Developer shall commit an act of bankruptcy or if any relief under the Bankruptcy Act is sought by or against Developer or if a receiver is appointed to take charge of the assets or affairs of the Developer or if Developer should become insolvent.

Prior to the delivery or disbursal of improvements security funds under this paragraph I. 5.C., the City shall provide written notice by personal, or mail delivery to Developer of the grounds therefor, and shall establish and notify Developer of a time period within which Developer shall be afforded an opportunity to correct or cure the circumstances giving rise thereto. Such time period for correction or cure shall be no less than forty-five (45) days, unless the City Engineer determines that immediate work is required to protect the public health, safety and welfare, in which case such time period shall be as established by the City Engineer.

- D. The Developer and the City agree that any interest earned on the improvements security funds shall be disbursed to the same parties, at the same time, and in the same proportion as the principal.
- E. In the event of any dispute under this Agreement, Developer and City agree that City and the Escrow Agent shall disburse the improvements security funds in accordance with a final judgment entered in a court of law determining legal entitlement to such funds. Such a judgment will not be considered final until appellate review sought by either or both of the parties with respect to their legal entitlement to such funds has terminated.

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

## II. GENERAL REQUIREMENTS.

- 1. Developer's application(s), all maps on file, construction plans, detail maps and state laws, present City ordinances, Planning Commission rules, regulations and official acts with respect to this Subdivision and all the terms and conditions of final approval are incorporated herein by reference as if set forth at length, except as expressly modified herein.
- 2. Prior to proceeding with the work, the Developer will apply for and secure permit(s) and pay all fees as required by the City ordinances.
- 3. The Developer agrees that if any drainage easements are necessary to insure adequate drainage of the tract, same shall be obtained by the Developer at its sole cost and expense. All of such easements which are necessary for the drainage in the tract shall be procured in the name of the City, it being understood that same shall be held until acceptance of the streets by the City, after which same will be recorded in the City's favor. The taking of such easements shall not be construed as the exercise of dominion and control by the City over said streets until such time as they are formally accepted.
- 4. The Developer agrees that if during the course of construction and installation of improvements it shall be determined by the City Engineer that revision of the drainage plan is necessary in the public interest, it will undertake such design and construction changes as may be reasonable and are indicated by the City Engineer and approved by the City.
- 5. Developer shall defend, indemnify and hold harmless City and its officials, employees and agents, and their respective heirs, successors, personal representatives and assigns, from and against any and all suits, legal or administrative proceedings, claims, demands, actual damages, punitive damages, losses, costs, liabilities, interest, attorney's fees and expenses of whatever kind and nature, in law or equity, known or unknown, based upon, resulting from or arising directly or indirectly out of the condition, status, quality, nature, contamination or environmental state of the Developer's Property until such time as all environmental laws, regulations, orders and directives are complied with.
- 6. The Developer hereby agrees to procure, at its expense, the necessary permits and furnish any bond required for the opening of any state or county roads.
- 7. Developer agrees that prior to the issuance of any building permits within the subdivision, all street pavements, curbs, sanitary sewer systems, storm drainage systems, water mains, required appurtenances and the recreation facility shall be completed and approved by the City Engineer, provided that the Building Commissioner may issue permits for "Model" home(s) or unit(s) upon his determination that improvements have been installed to the extent he deems necessary to serve and permit occupancy of such home(s) or unit(s); and, except as otherwise provided for model home(s) and unit(s), prior to the issuance of any certificates of occupancy by the City, all improvements and utilities must be completed and all other applicable state and local requirements must be complied with.

- The City shall not be responsible for road or other improvements, maintenance or care until the same are accepted for dedication, nor shall the City exercise any control over the improvements until accepted for dedication.
- The Developer shall maintain, clean and snow plow such roads until acceptance 9. by the City. In the event of default of these obligations by the Developer, the City without notice to the Developer may undertake the same at the expense of the Developer.
- If the City determines that there is a violation of present state laws, City ordinances, Planning Commission rules, regulations and requirements, subdivision regulations and/or terms and provisions of this Agreement, it may issue a stop work order.
- This Agreement and the covenants contained herein shall run with the land, and shall inure to the benefit of the City and its successors and assigns.

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IN WITNESS WHEREOF, the print first above written.	parties hereto have affixed their hands the day and year
	"CITY" CITY OF STRONGSVILLE
	Ву:
	Title:
STATE OF OHIO ) ) ss. COUNTY OF CUYAHOGA )	
CITY OF STRONGSVILLE, by Thomasign the foregoing instrument and that	in and for said county and state, personally appeared as P. Perciak, its Mayor, who acknowledged that he did the same is his free act and deed and the free act and did his free act and deed as an officer thereof.
IN WITNESS WHEREOF, I have Ohio, this day of	ve hereunto set my hand and official seal at Strongsville, , 2023.
	Notary Public
CERTIFIC	CATE OF LAW DIRECTOR
I hereby certify that I have reviethis day of	ewed and approved the form of the foregoing instrument , 2023.
	Neal M. Jamison, Law Director

Notary Public

### Exhibit "A"

## **ESCROW AGREEMENT**

THIS AGREEMENT, made this	day of	, 2023, by an	d among the
CITY OF STRONGSVILLE, a municipal	corporation of the	State of Ohio, located a	t 16099 Foltz
Parkway, Strongsville, Ohio 44149 ("Ci	ity"), CAMDEN WO	ODS, LLC, an Ohio li	mited liability
company, organized and existing under	er the laws of the	State of Ohio, P.O.	Box 361301,
Strongsville, Ohio 44136 ("Owner"), an	d CHICACO TITLE	, an escrow agent, loc	ated at 1111
Superior Avenue, Suite 600, Cleveland,	Ohio 44114 ("Escre	ow Agent").	

### WITNESSETH:

In consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

- 1. There shall be deposited with the Escrow Agent the sum of **Two Million Eight Hundred Forty-Two Thousand Nine Hundred Five and 00/100 Dollars** (\$2,842,905.00) ("Deposit"), to be held pursuant to the terms hereof. Upon Escrow Agent's receipt of the full Deposit, Escrow Agent shall notify both the City and Owner in writing. In addition, there shall be deposited with the Escrow Agent the sum of Three Hundred Sixty-Nine Thousand and 00/100 Dollars (\$369,000.00) ("Recreation Deposit") to ensure the completion of the Recreation capital improvements.
- 2. Escrow Agent shall establish and maintain an escrow account ("Escrow") for the purposes hereof, which shall be held in a non-interest bearing account.
- 3. Upon receipt by Escrow Agent of mutual instructions from both City and Owner, which instructions shall be in accordance with the Security Agreement, the Escrow Agent shall disburse the Deposit and the Deposit Interest to the party or parties designated by the notice to receive such and, when the entire deposit has been disbursed, this Escrow Agreement shall terminate.
- 4. The Escrow Account shall be maintained by Escrow Agent in accordance with the following terms and conditions:
  - A. Escrow Agent undertakes to perform only such duties as are expressly set forth herein, and shall have no other duties.
  - B. Escrow Agent may rely and shall be protected in acting or refraining from acting upon any written notice, instructions or request furnished to it hereunder and believed by it to be genuine and to have been signed or presented by the proper party or parties.
  - C. Escrow Agent shall not be liable for any action taken by it in good faith, and believed by it to be authorized or within the rights or powers conferred upon it by this Agreement, and may consult with counsel of its own choice and shall have full and complete authorization and protection for any action taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel.

- D. Escrow Agent may resign and be discharged from its duties or obligations hereunder by giving notice in writing of such resignation specifying a date when such resignation shall take effect.
- E. Owner hereby agrees to pay Escrow Agent \$1,500.00 for the services to be rendered hereunder, and will pay or reimburse Escrow Agent upon request for all expenses, disbursements and advances, including reasonable attorney fees, incurred or made by it in connection with carrying out its duties hereunder. The supplemental escrow fee shall be paid either at closing or, if closing cancelled, by separate invoice.
- F. Owner hereby agrees to defend and indemnify Escrow Agent for, and to hold it harmless against any loss, liability or expense incurred without gross negligence, intentional misconduct or bad faith on the part of Escrow Agent, arising out of or in connection with its entering into this Agreement and carrying out its duties hereunder, including the cost and expense of defending itself against any claim of liability in the premises.
- G. This Agreement shall terminate on July 31, 2025, after which time Escrow Agent may disburse the remaining funds to Developer or deposit to a court of competent jurisdiction and commence an action for interpleader, in the sole opinion of Escrow Agent.
- 5. All notices and communications hereunder shall be in writing and shall be deemed to be given if sent by registered mail, return receipt requested, or by e-mail, as follows:

#### CHICAGO TITLE

1111 Superior Avenue, Suite 600 Cleveland, Ohio 44114 Attention: Cheryl Green E-mail: cheryll.green1@ctt.com

## **CAMDEN WOODS, LLC**

P.O. Box 361301 Strongsville, Ohio 44136 Attention: Mike Catanzarite, Manager E-mail: ncatanzarite@walterhav.com

### CITY OF STRONGSVILLE

16099 Foltz Parkway Strongsville, Ohio 44149 Attention: Law Director

E-mail: strongsville.law@strongsville.org

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

# Exhibit "A" CAMDEN WOODS, LLC

Signed in the presence of:	CAMDEN WOODS, LLC (an Ohio Limited Liability Co.)
	By:
	Its:

## Exhibit "A"

# ESCROW AGREEMENT CAMDEN WOODS, LLC

CITY OF STRONGSVILLE, OHIO
Ву:
lts:

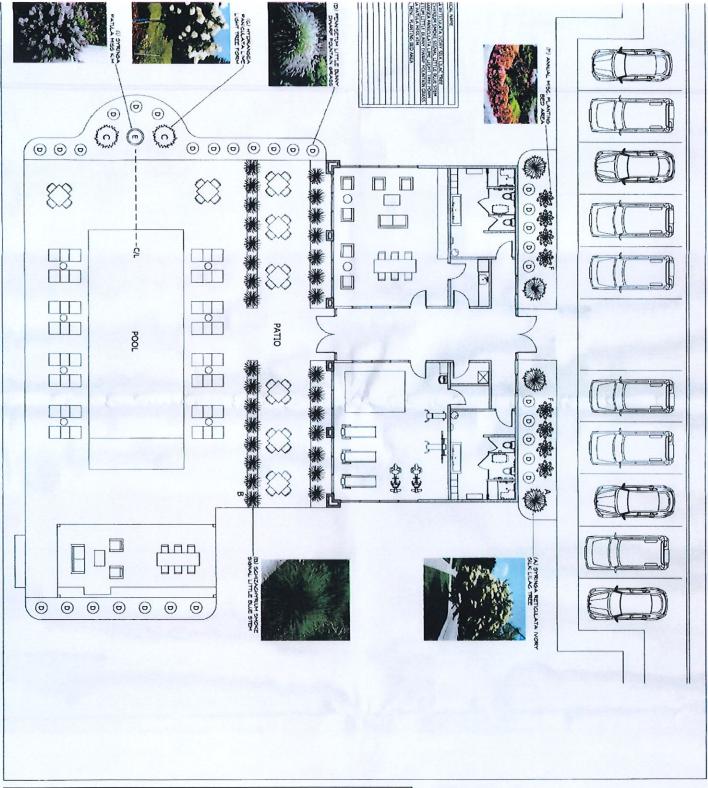
## Exhibit "A"

## ESCROW AGREEMENT CAMDEN WOODS, LLC

CHICAGO TITLE
Ву:
Its:

# Ruggiero Custom Homes, Inc. Schodulo of Cost Breakdown Camden Woods Club House

Description						Out it	aen wooas t			
Design Free										
2 Budding Pennits, Walter Pennits & Bonds   69,000.00   \$8,000.00   \$1,000.00   \$1	Ш			Actual		Pald				
Survey and Stake Out										-
Survey and Stake Out			\$8,660.00							
Silber Preparation, Silb Fence, Temp Poli   1,1,000.00   51,500.00   7   7   8   8   8   9   9   9   9   9   9   9										
Senter   S									<u> </u>	
2   Excavating   \$3,000,00   \$10,0		Site Preparation, Sut Pence, Temp Poli							ļ	
### State		Santary/Storm and Water main Per Topo	\$8,500.00						<u> </u>	
10.00   10.00   10.00   10.00   10.00   11.4   2000   2.000.00   3.00.00   1.4   2000   2.000.00   3.00.00   1.4   2000   3.00.00   3.00.00   1.5   20.000.00   3.00.00   1.5   20.000.00   1.5   20.000.00   3.00.00   1.5   20.0										
10 2009mp Electrical Trench dig and backfill   \$2,000.00   \$2,000.00   \$2,000.00   \$1		Excavating	\$3,000.00							-
11		200	12 222 22							
12   Backfill #ST Gravet, Downspouts with cleanou   \$4,000.00   \$4,000.00   \$1,000.00			\$2,000.00		\$2,000.00					
19   19   19   19   19   19   19   19										
		Dackini #37 Graver, Downspouts With cleanou	\$8,000,00							<del></del>
15 Rough Lumber-Naterial   \$20,000.00   \$29,000.00   \$2		Charl Dahma & Call-Cardon Callings	20.000.00							
15 Reugh Lumber-Labor										
IV Windows and Patho Door/Skylights   \$15,000.00   \$15,000.00   \$1,000.00										
					\$15,000.00					
19 Recoffing Material & Labor   510,500.00   518,500.00   519,500.00   519,000.00										
20   Pumbing Labor									L	
22   Purmbhog Fixtures   \$3,500.00   \$0,500.00   \$15,00									L	
22   Electrical Winting										
22 Electrical Pixtures									ļ	
	-	Heating and Control Parkett								
	-	Heating and Cooking Install							<u> </u>	
222 Exterior Patio, concrete, celling, post   \$20,000.00   \$20,000.6	#	recus river and April Air Numidiner					····		ļ	
28   Slab on grade									<u> </u>	
230 Overhead Doors and Openers   \$3,500.00   \$10,000.00										
170   Exterior Veneer Front/Sides - Stone Lab   \$10,000.00   \$10,000									ļ	
15   Siding & Overhangs Naterial & Labor   \$18,500.00	-	Exterior Venera Francicidas - Chanal Add								
	-	Ciding & Overhance Material & Labor								
23   Drywall and Plaster										
Second Comment   Seco									<b> </b>	
SEPTINSH Lumber Labor   \$2,000.00   \$2,000.00	144	Einich Lumber- Material								
Finish Hardware Door Handles, Locks, etc.   \$500.00   \$500.00	*	Finish Lumber, Labor								
27   30   Cabinets - Kitchen, Baths, Laundry, Lockers   \$10,000.00				***						<u>-</u> -
32   Cabinets - Kitchen, Baths, Laundry, Lockers   \$10,000.00   \$10,000.00   \$4,000.00   \$2,000.00   \$4,000.00		Tuisat statuttato Dour flandres, cooks, etc.	\$200.00							
130 Countentops		Cabinets - Kitchen, Baths, Laundov, Lockers	\$10,000,00						ļ	
40   Pelinting and statining										
## Flouring - Labor and Ptaterial (all flooring) ## Flouring - Labor and Ptaterial (all flooring) ## Wood Flooring ## So.00 ## So.00 ## Carpet ## So.00 ## Closets Shelves ## So.00 ##			\$10,000,00	<del></del>						
## Title Including Sub Floor   \$10,000.00   \$10,000.00   \$10,000.00   \$4   Wood Flooring   \$0.00   \$0.00   \$0.00   \$0.00   \$10,000   \$10			520,000.00		370,000,00		, , , , , , , , , , , , , , , , , , , ,			
43   Wood Floering   \$0.00		· Tile Including Sub Floor	\$10,000,00		\$10,000.00					
44   Carpet   \$0.00									<del></del>	
Solution										
Solution			70,00	<del></del>						
### Closets Shelves   \$2,000.00   \$2,000.0									<b></b>	
49 Mirrors \$1,000.00 \$1,000.00 \$ 49 \$0.00 \$5.0.00 \$ 50 Bath Hardware \$500.00 \$5.0.00 \$ 51 Bult-In Appliances and installed \$3,500.00 \$5,000.00 \$ 52 Gas Fireplace/Mantle material & labor \$5,000.00 \$5,000.00 \$ 53 Gas Fireplace/Mantle material & labor \$5,000.00 \$5,000.00 \$ 54 Audio/Video TV, Alamm \$0.00 \$0.00 \$ 55 Insh Rough Grade \$2,000.00 \$2,000.00 \$ 56 Clean Up Labor / Trash removal/ Final Clean \$3,000.00 \$10,000.00 \$ 57 Miscellaneous-Utilities, Office and Transportatic \$0.00 \$0.00 \$ 59 Interfor Stone walls \$0.00 \$0.00 \$ 50 Clean Up Clean \$0.00 \$0.00 \$ 51 Clean \$0.00 \$0.00 \$0.00 \$ 52 Miscellaneous-Utilities, Office and Transportatic \$0.00 \$0.00 \$ 52 Clean \$0.00 \$0.00 \$0.00 \$ 53 Clean \$0.00 \$0.00 \$0.00 \$ 54 \$0.00 \$0.00 \$0.00 \$0.00 \$		Closets Shelves	\$2,000.00						<u> </u>	
49										
Solution   State   S									l	
ST Built-In Applances and Installed   \$3,500.00   \$3	50	Bath Hardiyare	\$500,00							
Sz Gas Fireplace/Mantle material & labor   \$5,000.00   \$5,000.00   \$5,000.00   \$.   \$2 Audio/Video TV, Alarm   \$0.00   \$0.00   \$0.00   \$.   \$2 Finish Rough Grade   \$2,000.00   \$2,000.00   \$.   \$2 Loandscaping   \$10,000.00   \$10,000.00   \$.   \$2 Cean Up Labor / Trash removal/ Final Clean   \$3,000.00   \$1,000.00   \$.   \$2 Pliscellaneous-Utilities,Oilice and Transportable   \$0.00   \$0.00   \$.   \$3 Interior Stone walls   \$0.00   \$0.00   \$.   \$5 CEP Power Pole   \$0.00   \$0.00   \$.   \$6 Solution   \$0.00   \$.   \$										-
\$1 Audio/Video TV, Alarm   \$0.00   \$0.00   \$0.00   \$2.000.00   \$	52	Gas Fireplace/Mantle material & labor			\$5,000,00					-
Set   Finish Rough Grade   \$2,000.00   \$2,000   \$2,000   \$2,000.	53								<del></del>	-
SS   Landscaping   S10,000.00   \$10,000.00	54	Finish Rough Grade								
Second Decimal Content									·	-
S7   Miscellaneous-Utilities,Office and Transportatic   \$0.00   \$0.0										-
So   Interior Stone walls	57	Miscellaneous-Utilities, Office and Transportation	\$0.00		\$0.00					
SP   CEl Power Pole   \$0.00   \$0.00						****				
50			\$0.00							-
61 \$0.00 ·										
(0.00	61									*
63										
65 Cost of Construction \$349,950.00 \$0.00 \$0.00 \$35,00 \$0.00 \$3.00 \$0.00	63									
65 G.C Management flat fee \$35,000.00 \$0.00 \$1.0	54	Cost of Construction	\$149,950.00	\$0.00		1		. 14. 5	1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1	(1 to 1 to
66 Cost of Construction + G.C Fee 3384,950,00	65	G.C Management flat fee	\$35,000.00	\$0.00	]		ľ " '		l'' '	
	66	Cost of Construction + G.C Fee	\$384,950.00				• •		** · V. * **	1 1 C 2 C 3 C 3 C 3 C 3 C 3 C 3 C 3 C 3 C 3

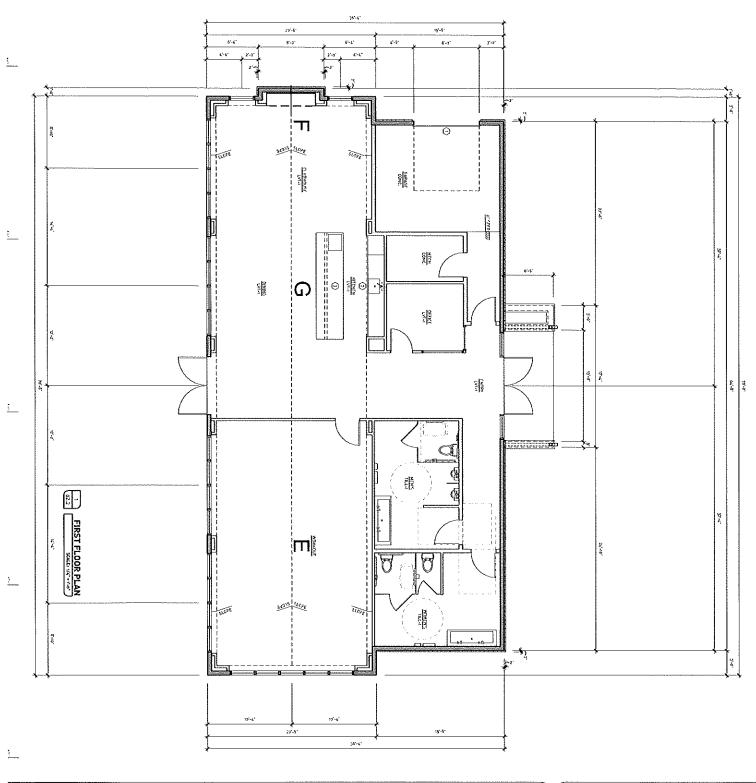


9-13-22 L103

CAMDEN WOODS LANDSCAPE PLANS CLUBHOUSE







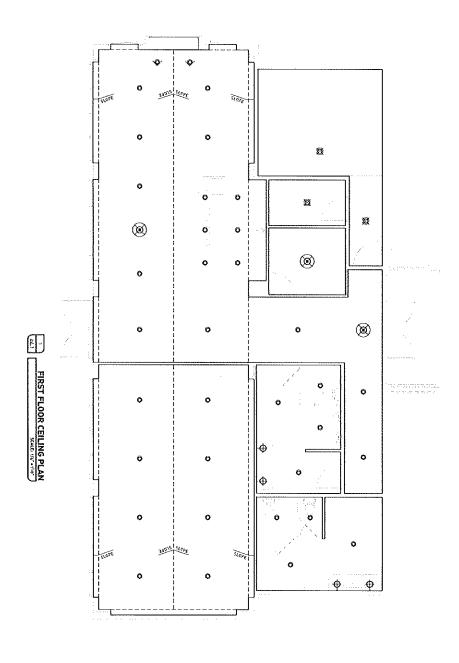
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CAMDEN WOODS DEVELOPMENT







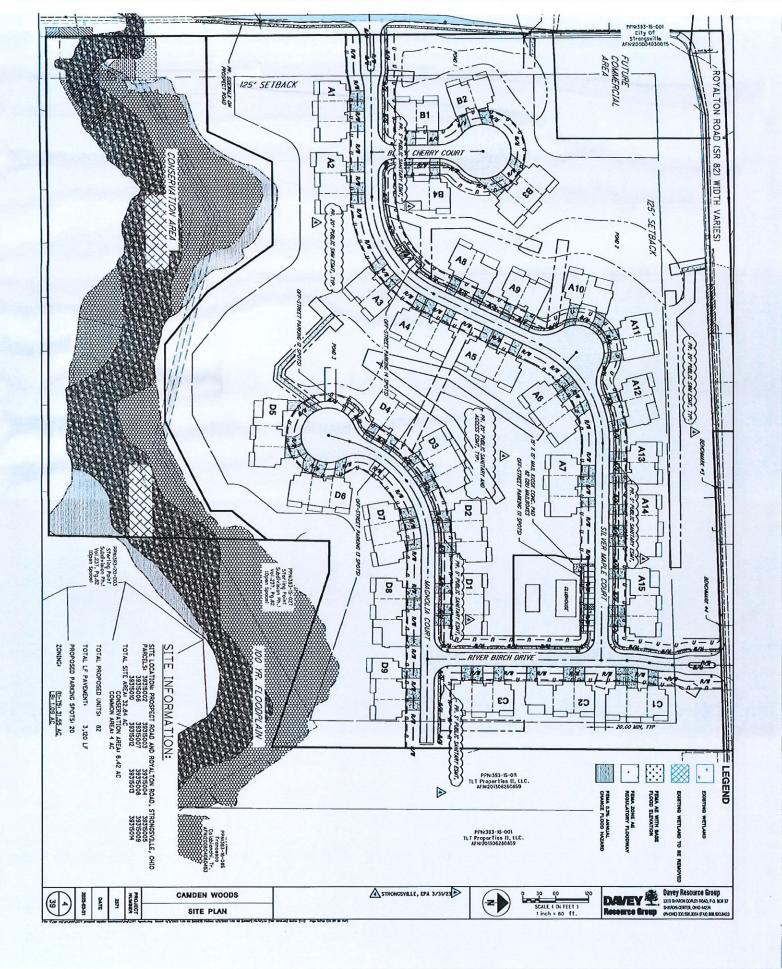
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CAMDEN WOODS DEVELOPMENT







## CITY OF STRONGSVILLE, OHIO

## RESOLUTION NO. $2023 - \underline{074}$

By: Mayor Perciak and All Members of Council

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

WHEREAS, pursuant to Ordinance No. 2023-073 duly passed by this Council on June 5, 2023, the Council of the City of Strongsville accepted the plat submitted by Camden Woods, LLC., the owner of Camden Woods Subdivision, for recording purposes only; and

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

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

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

- **Section 1.** That the Council of the City of Strongsville does intend to accept for dedication, the streets shown on the subdivision plat of Camden Woods Subdivision, after all improvements, including utilities, have been installed and approved by the Engineer of the City of Strongsville, and after performance of the terms and conditions of the Agreement between the Developer and the City approved in Ordinance No. 2023-073.
- **Section 2.** That the Clerk of Council is hereby authorized and directed to send a copy of this Resolution to the City of Cleveland, Department of Public Utilities, Division of Water.
- **Section 3.** That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council; and that all deliberations of the Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.
- **Section 4.** That this Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to assure proper development of all lots and land within the City of Strongsville. Therefore, provided this Resolution receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

# CITY OF STRONGSVILLE, OHIO RESOLUTION NO. 2023 - <u>074</u> Page 2

	President of	Council	Approved: Mayor
Date Passed:			Date Approved:
	<u>Yea</u>	<u>Nay</u>	Attest:Clerk of Council
Carbone Clark DeMio Kaminski Kosek Roff Short			Ord. No. 2023-079 Amended:
			Public HrgRef:Ref:

## CITY OF STRONGSVILLE, OHIO

## **ORDINANCE NO. 2023 - <u>075</u>**

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE SALE AT PUBLIC AUCTION OF CERTAIN OBSOLETE AND SURPLUS VEHICLES NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE, AND DECLARING AN EMERGENCY.

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

- **Section 1.** That this Council finds that the Recreation and Service Departments of the City of Strongsville have various obsolete and surplus vehicles, as described in Exhibit A, a copy of which is attached hereto and incorporated herein by reference, which are unfit for public use by reason of obsolescence or as surplus items, and are no longer needed for any municipal purpose; and further finds that it will be in the best interests of the City that such vehicles be sold at a public auction.
- Section 2. That, pursuant to Article IV, Section 3(e) of the City Charter, the Mayor and Director of Finance be and are hereby authorized and directed to sell such vehicles at public auction.
- Section 3. That the Director of Finance and the Mayor are authorized to retain the services of the MANHEIM MARKETING, INC. AUTO AUCTION to effectuate the sale of all such vehicles for auction; and the Director of Finance and Mayor are further authorized and directed to execute all documents and perform all acts required to complete the auction and the sale of the auctioned vehicles.
- **Section 4.** That any proceeds of sale shall be deposited into the General Fund and the Street Construction, Maintenance & Repair Fund; and any funds required for the purposes of this Ordinance have been appropriated and shall be paid from the General Fund and the Street Construction, Maintenance & Repair 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 the immediate sale of such obsolete and surplus vehicles is necessary in order to provide needed storage space for the Recreation and Service Departments, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

# CITY OF STRONGSVILLE, OHIO ORDINANCE NO. 2023 - 075 Page 2

	President of	Council	Approved:Mayor	
Date Passed	l:		Date Approved:	
	<u>Yea</u>	Nay	Attest:Clerk of Council	
Carbone Clark DeMio Kaminski Kosek Roff Short			1st RdgRef:Ref:	
			Adopted: Defeat	

## Manheim Marketing Inc Auction House

City ID#	Make/Model	VIN#
206	2006 F250 4x4	1FTSX21P36EA78859
407	2007 F250	1FTNF20587EA13989
1207	2008 Crown vic	2FAFP71V18X101432