

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 16, 2022

MEETING NOTICE

City Council has scheduled the following meetings for **Tuesday, June 21, 2022**, to be held in the Caucus Room and the Council Chamber at the ***Mike Kalinich Sr. City Council Chamber, 18688 Royalton Road***:

Caucus will begin at 7:45 p.m. All committees listed will meet immediately following the previous committee:

7:45 P.M. **Planning, Zoning & Engineering Committee** will meet to discuss Ordinance No. 2022-099 and Resolution No. 2022-100.

Public Service & Conservation Committee will meet to discuss Ordinance No. 2022-101.

Finance Committee will meet to discuss Resolution Nos. 2022-102 and 2022-103.

Public Safety & Health Committee will meet to discuss Ordinance No. 2022-104.

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

TUESDAY, JUNE 21, 2022 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 – June 6, 2022*
6. APPOINTMENTS, CONFIRMATIONS, AWARDS AND RECOGNITION:
 - Motion of Council pursuant to City Charter Article III, Section 9, to appoint Marialena Beach as Secretary II of the Council Office, to be effective July 4, 2022.
{Administration of Oath of Office}
7. PUBLIC HEARING:
 - Ordinance No. 2022-073 by Mayor Perciak and All Members of Council. AN ORDINANCE AMENDING SECTION 1252.36 OF TITLE SIX OF PART TWELVE-PLANNING AND ZONING CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE IN CONNECTION WITH PROHIBITED USE OF SHIPPING AND/OR STORAGE CONTAINERS IN RESIDENTIAL DISTRICTS. *First reading and referred to the Planning Commission 05-02-22. Favorable recommendation by the Planning Commission 05-12-22. Second reading 05-16-22. Public Hearing 06-21-22.*
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. 2022-099 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT PERMANENT EASEMENTS FROM THE CLEVELAND ELECTRIC ILLUMINATING COMPANY, HUGHES WESCHLER INVESTMENTS, LTD., AND MEGATUCE HOLDINGS, LLC, FOR THE PURPOSES OF REPLACING A CULVERT AND APPURTENANCES IN CONNECTION WITH THE FOLTZ PARKWAY CULVERT PROJECT, AND DECLARING AN EMERGENCY.
- Resolution No. 2022-100 by Mayor Perciak and All Members of Council. A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS FOR THE FOLTZ PARKWAY CULVERT REPLACEMENT PROJECT IN THE CITY OF STRONGSVILLE.
- Ordinance No. 2022-101 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE SALE BY INTERNET AUCTION, OF CERTAIN OBSOLETE PROPERTY NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE BY THE CITY'S SERVICE DEPARTMENT, AND DECLARING AN EMERGENCY.
- Resolution No. 2022-102 by Mayor Perciak and All Members of Council. A RESOLUTION SUBMITTING TO THE ELECTORS OF THE CITY THE QUESTION OF RENEWING AN EXISTING 0.4-MILL TAX LEVY FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING AND RENOVATING STORM SEWERS AND STORM DRAINAGE DITCHES, PURSUANT TO SECTION 5705.19(F) OF THE REVISED CODE, AND DECLARING AN EMERGENCY.
- Resolution No. 2022-103 by Mayor Perciak and All Members of Council. A RESOLUTION SUBMITTING TO THE ELECTORS OF THE CITY THE QUESTION OF RENEWING AN EXISTING 1.5-MILL TAX LEVY FOR THE PURPOSE OF PAYMENT FOR FIREFIGHTERS' SALARIES AND OPERATING EXPENSES FOR THE SATELLITE STATION AT PRIEM AND ALBION ROADS, PURSUANT TO SECTION 5705.19(I) OF THE REVISED CODE, AND DECLARING AN EMERGENCY.
- Ordinance No. 2022-104 by Mayor Perciak and All members of Council. AN ORDINANCE REPEALING ORDINANCE NO. 2022-033, AND AUTHORIZING THE MAYOR TO ENTER INTO A DIFFERENT STATE OF OHIO ADMINISTRATIVE SERVICES CONTRACT FOR THE PURCHASE OF TWO (2) 2023 FREIGHTLINER M2 CHASSIS LIFE LINE "HIGHLINER" AMBULANCES, TOGETHER WITH RELATED VEHICLE SPECIFICATIONS AND MODIFICATIONS FOR USE BY THE FIRE DEPARTMENT, AND DECLARING AN EMERGENCY.

12. COMMUNICATIONS, PETITIONS AND CLAIMS:

- *Application for Permit: **TRFO-D5I-D6: To: Italian Restaurant Group LLC. DBA: Romanos Macaroni Grill**, 17095 SouthPark Center, Strongsville, Ohio 44136 (Responses must be postmarked no later than 07/01/22).*

13. MISCELLANEOUS BUSINESS:

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

14. ADJOURNMENT:

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2022 – 073

By: Mayor Perciak and All Members of Council

AN ORDINANCE AMENDING SECTION 1252.36 OF TITLE SIX OF PART TWELVE-PLANNING AND ZONING CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE IN CONNECTION WITH PROHIBITED USE OF SHIPPING AND/OR STORAGE CONTAINERS IN RESIDENTIAL DISTRICTS.

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

Section 1. That Section 1252.36 of Title Six of Part Twelve-Planning and Zoning Code of the Codified Ordinances of the City of Strongsville be and is hereby amended to read in its entirety as follows:

1252.36. PROHIBITED USES.

- (a) Notwithstanding anything in this Chapter 1252 to the contrary, the sale or manufacture for sale of a firearm, firearm components, deadly weapons, ammunition for a firearm, explosive device, incendiary device, ballistic knife, dangerous ordnance, or explosive is prohibited in all Residential Districts. The terms set out in this Section 1252.36 shall have the same meaning as the defined terms set out in Ohio Revised Code Section 2923.11 in effect on the date of the passage of this Ordinance, or as subsequently amended or modified in the Ohio Revised Code.

~~(Ord. 2008-244, Passed 3-2-09.)~~

- (b) **Notwithstanding anything to the contrary in Chapters 1252, 1253 and 1254, shipping and/or storage containers, including but not limited to railway cars and containers carried by trucks and ships, are not permitted as main nor accessory uses or any components thereof in any Residential District.**

Section 2. 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 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 shall take effect and be in force from and after the earliest period allowed by law.

First reading: May 2, 2022

Referred to Planning Commission

Second reading: May 16, 2022

May 3, 2022

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2022 - 073
Page 2

Third reading: _____

Public Hearing: June 20, 2022

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. 2022-073 Amended: _____
1st Rdg. 05-02-22 Ref: PC/P&E
2nd Rdg. 05-16-22 Ref: P&E
3rd Rdg. _____ Ref: _____

Pub Hrg. 05-16-22 Ref: _____
Adopted: _____ Defeated: _____

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2022 – 099

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT PERMANENT EASEMENTS FROM THE CLEVELAND ELECTRIC ILLUMINATING COMPANY, HUGHES WESCHLER INVESTMENTS, LTD., AND MEGATUCE HOLDINGS, LLC, FOR THE PURPOSES OF REPLACING A CULVERT AND APPURTENANCES IN CONNECTION WITH THE FOLTZ PARKWAY CULVERT PROJECT, AND DECLARING AN EMERGENCY.

WHEREAS, the City Engineer has determined that an existing culvert located on Foltz Parkway just south of Commerce Parkway is failing and must be replaced; and

WHEREAS, therefore, in order to proceed with the Project, it is necessary to obtain Permanent Easements from certain affected property owners.

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

Section 1. That the Council hereby authorizes the Mayor to accept Permanent Easements from **THE CLEVELAND ELECTRIC ILLUMINATING COMPANY (PPN 394-03-006); HUGHES WESCHLER INVESTMENTS, LTD. (PPN 394-03-007); AND MEGATUCE HOLDINGS, LLC (PPN 394-03-010)**, for the purposes of installing, constructing, reconstructing, improving, operating, repairing, inspecting, renewing, maintaining, removing and replacing a storm system culvert and appurtenances on such properties, all in connection with the Foltz Parkway Culvert Project, and as more fully set forth in Exhibits 1, 2 and 3, respectively, and attached hereto and made a part hereof by reference.

Section 2. That the Clerk of Council is hereby directed to cause the aforesaid easements to be recorded in the office of the Cuyahoga County Fiscal Officer after their execution and upon receipt of evidence of title satisfactory to the Law Director.

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

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

Section 5. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is necessary to obtain the aforesaid easements in order to proceed with the Foltz Parkway Culvert Project, 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. 2022 – 099
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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. 2022-099 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That **THE CLEVELAND ELECTRIC ILLUMINATING COMPANY**, hereinafter the "GRANTOR", for and in consideration of the sum of One Dollar (\$1.00) does hereby give, grant, bargain, and convey, to the **CITY OF STRONGSVILLE**, pursuant to City of Strongsville Ordinance No. 2022-_____, adopted by its City Council on _____, 2022, hereinafter referred to as the "GRANTEE", forever and in perpetuity, an Easement for the purposes hereinafter described, in, across, through, upon, over, and under certain areas (herein the "Easement Area", as described below) of the real estate situated in Strongsville, Ohio, and known as Parcel No. 394-03-006 (herein the "Real Estate"), together with a right of ingress and egress over the Real Estate to access the Easement Area described herein.

The Easement Area is more particularly described in Exhibit "A" which is attached hereto, made a part hereof and incorporated herein.

Said Easement is hereby granted and conveyed together with all the rights, privileges, appurtenances, and advantages thereto belonging or appertaining to their use and benefit forever by the GRANTEE. This Easement is provided to the GRANTEE for the purposes of installing, constructing, reconstructing, improving, operating, repairing, inspecting, renewing, maintaining, removing and replacing a storm system culvert and appurtenances (herein collectively, the "Facilities") within the Easement Area. The exercise and nature of the rights granted herein shall be at the reasonable discretion of the GRANTEE.

GRANTOR agrees not to conduct activities or use the Real Estate in a manner which would interfere with the activities and purposes of GRANTEE as set forth herein. Further, GRANTOR shall not cause or permit others to remove or willfully alter the Facilities.

Subject to the terms and conditions of this Easement, the GRANTEE shall, at all times, have the right to access the Easement Area and Facilities and to ingress and egress over the Real Estate to enter upon the Easement Area to do all things necessary for the activities and purposes set forth herein, including, but not limited to, the use of vehicles, equipment, materials and machinery within the Easement Area and their transportation across the Real Estate to access the Easement Area for the activities and purposes set forth herein. GRANTEE, at its sole cost and expense, agrees to repair or replace, if necessary, any damage to the surface of the Real Estate and the improvements located thereon damaged or otherwise disturbed by reason of or in connection with the activities and purposes herein granted, so that said Real Estate and improvements will return to substantially the same condition in which they were found prior to the commencement of such activities and purposes.

The GRANTOR and GRANTEE further do hereby agree that GRANTEE will construct and install the Facilities and any renewals or replacements thereof in accordance with the plans and specifications to be approved by the GRANTEE and the City Engineer of the City of Strongsville, and in accordance with the provisions, rules, regulations and requirements of the City of Strongsville, and further agree that GRANTEE will pay the entire cost of said construction and installation of the Facilities. The Facilities will become and remain the property of GRANTEE, its successors or assigns upon completion by the GRANTEE and approval by the City of Strongsville, its successors or assigns and its acceptance by the City of Strongsville.

In connection with GRANTEE'S exercise of its rights hereunder or use of the Easement Area or the Real Estate, (i) GRANTEE shall be solely responsible for the maintenance, repair, and replacement of all Facilities installed within the Easement Area for the benefit of GRANTEE, (ii) every entry upon the Real Estate shall be only at such time, in such manner and in such location(s) as to minimize interference with the use and enjoyment of the Real Estate and the uninterrupted conduct of businesses thereon, (iii) except in the event of emergency and for entry onto the Real Estate for inspection purposes, every entry upon the Real Estate in connection with the easement granted hereby, shall be made only after reasonable

prior written notice to Grantor, and (iv) no mechanics, materialmen's or other lien shall at any time be permitted to attach to the Real Estate in connection with any work performed by or at the instance of GRANTEE.

Upon performance of any work in the Easement Area, Grantee shall ensure that such work is completed promptly and without delay and that cleanup is promptly accomplished, the area is restored to its former condition as closely as possible, and no equipment, building materials, debris or other materials shall remain on the Easement Area after completion of the work.

GRANTOR acknowledges and agrees that GRANTEE will not be obligated to maintain pavement, landscaping and/or lawn areas within the Easement Area, but the foregoing shall not relieve GRANTEE of its obligation to repair any improvements damaged or otherwise disturbed by reason of or in connection with the activities and purposes herein granted. Neither GRANTOR nor its heirs, legal representatives, successors or assigns will construct or place on the Easement Area any temporary or permanent structures or anything else that interferes with the storm system culvert or appurtenances.

If the GRANTOR, its successors or assigns, desires to alter the Easement Area in any manner that would adversely affect the storm culvert system, the GRANTOR or its successors or assigns, must obtain the prior written approval of the City of Strongsville, and the GRANTOR will, at its own expense, relocate or reconstruct all or any portion of the storm culvert system which is adversely affected by such alteration.

If the GRANTOR violates any of the provisions of the Easement, and if such violation shall continue for a period of thirty (30) days after the GRANTOR'S receipt of written notice from the GRANTEE, the GRANTEE, at the expense of the GRANTOR, may enter upon the Easement Area and make such alterations as are necessary to bring the Easement Area into compliance with the provisions of the Easement. The thirty (30) day period may be shortened by the GRANTEE to the extent necessary in the event of an emergency.

The GRANTOR covenants with the GRANTEE that it is well-seized of the Easement Area as a good and indefeasible estate in fee simple, and has the right to grant and convey the Easement and the Easement Area in the manner and form herein written. The GRANTOR further covenants that it will warrant and defend the Easement Area with the appurtenances thereunto belonging and this Easement to GRANTEE, its successors and assigns, against all lawful claims and demands whatsoever for the purposes described herein by any person or entity claiming by, through or under GRANTOR, including all liens and encumbrances whatsoever.

This grant of Easement will inure to the benefit of any governmental entity, person, firm or corporation who/which GRANTEE or any of its successors or assigns, will authorize to undertake the performance of work within the purposes of this grant of Easement, or whom the GRANTEE permits to utilize the Easement Area.

The parties hereto agree that this grant of Easement embodies the complete understanding of the parties, and that no changes in this Easement Agreement shall be made unless such changes are in writing, approved and subscribed by the parties hereto or their appropriate successors and assigns in accordance with law. No waiver of any provision shall be deemed a subsequent waiver of such condition at a later date.

Nothing contained in this Easement shall be construed to create a principal and agent relationship, partnership, or joint venture between GRANTOR and GRANTEE with respect to the operation of the Real Estate.

Nothing contained in this Easement shall constitute a gift or dedication of any portion of the Real Estate to the public or for any public use or purpose whatsoever.

This grant of Easement will run with the land and will be binding on and will inure to the benefit of the GRANTOR and GRANTEE, and their respective heirs, successors and assigns and the rights herein granted shall continue in perpetuity.

To have and to hold the land herein before described unto the GRANTEE for the aforesaid uses and purposes.

IN WITNESS WHEREOF, this instrument is executed this 25th day of May, 2022.

"GRANTOR"
THE CLEVELAND ELECTRIC
ILLUMINATING COMPANY

By: William R. Beach

Its: Director Real Estate for FirstEnergy Service
Company on behalf of The Cleveland Electric
Illuminating Company

Signed and acknowledged
in the presence of:

STATE OF OHIO)
 Portage) ss:
COUNTY OF SUMMIT)

On this 25th day of May, 2022, before me, a Notary Public in and for said County and State, personally appeared William R. Beach, Director of Real Estate FirstEnergy Service Company on behalf of **The Cleveland Electric Illuminating Company**, the GRANTOR in the foregoing document, who executed this Permanent Easement and acknowledged the signing thereof to be its voluntary act and deed.

Witness my official signature and seal on the day last above-mentioned.



AGATHA WESTBROOK SMITHERS
Notary Public
State of Ohio
My Comm. Expires
January 26, 2026

Agatha Westbrook Smithers
NOTARY PUBLIC

"GRANTEE"
CITY OF STRONGSVILLE

By: _____
Thomas P. Perciak
Its: Mayor

*Approved as to legal form by the
City of Strongsville Law Department:*

Neal M. Jamison, Law Director

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.

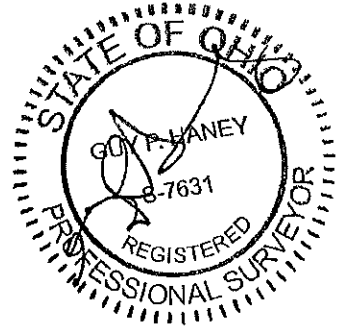
IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Strongsville, Ohio, this ____ day of _____, 2022.

NOTARY PUBLIC

This instrument prepared by:

Neal M. Jamison, Esq.
City of Strongsville
Law Director
16099 Foltz Parkway
Strongsville, Ohio 44149
440-580-3145

Boundary Description for
Cleveland Electric Illuminating Company
City of Strongsville, County of Cuyahoga, State of Ohio
Culvert Easement No. 1
0.0147 Acres



Situated in the City of Strongsville, County of Cuyahoga and State of Ohio and known as being part of Block "F" as shown on The Prospect Park Company's Subdivision No. 1, recorded in Plat Volume 203, Page 64 of the Cuyahoga County Recorder's Records, further known as being part of a parcel of land conveyed to Cleveland Electric Illuminating Company by deed volume 12012, page 353 of the Cuyahoga County Recorder's Records and is bounded and described as follows: Beginning at the centerline intersection of Commerce Parkway, 80 feet in width and Foltz Parkway, 80 feet in width; thence South 22°25'42" West, along the centerline of Foltz Parkway, 69.50 feet to a point thereon; thence North 67°34'18" West, 40.00 feet to a point on the westerly right of way line of Foltz Parkway, said point also being the easterly corner of a parcel of land conveyed to Hughes Weschler Investments, Ltd. by deed dated April 29, 2002 and recorded in A.F.N. 200204291935 of the Cuyahoga County Recorder's Records and is the PRINCIPAL PLACE OF BEGINNING of the easement herein to be described:

thence North 47°29'50" West, along the northeasterly line of land so conveyed to Hughes Weschler Investments, Ltd., 33.41 feet to a point thereon;

thence North 42°19'13" East, 21.68 feet to a point;

thence South 47°40'47" East, 25.53 feet to a point on the westerly right of way line of Foltz Parkway;

thence South 22°25'42" West, along the westerly right of way line of Foltz Parkway, 23.17 feet to the Principal Place of Beginning, containing 640 square feet or 0.0147 acres of land, according to a survey by Guy P. Haney for Davey Resource Group in March of 2022. Subject to all highways, easements, and covenants of legal record.

The centerline bearing of Foltz Parkway was calculated to be South 22°25'42" West, based upon Ohio State Plane Coordinate System, North Zone, NAD 1983, ground.



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

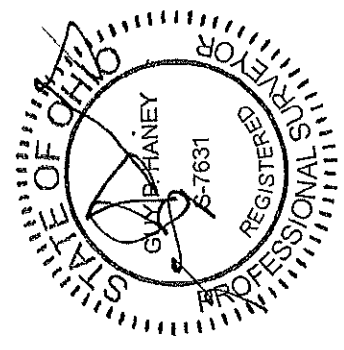
Page 1 of 1
2357 CULVERT ESMT. 1 DESC.docx

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

EXHIBIT A

SKETCH OF Culvert Easement

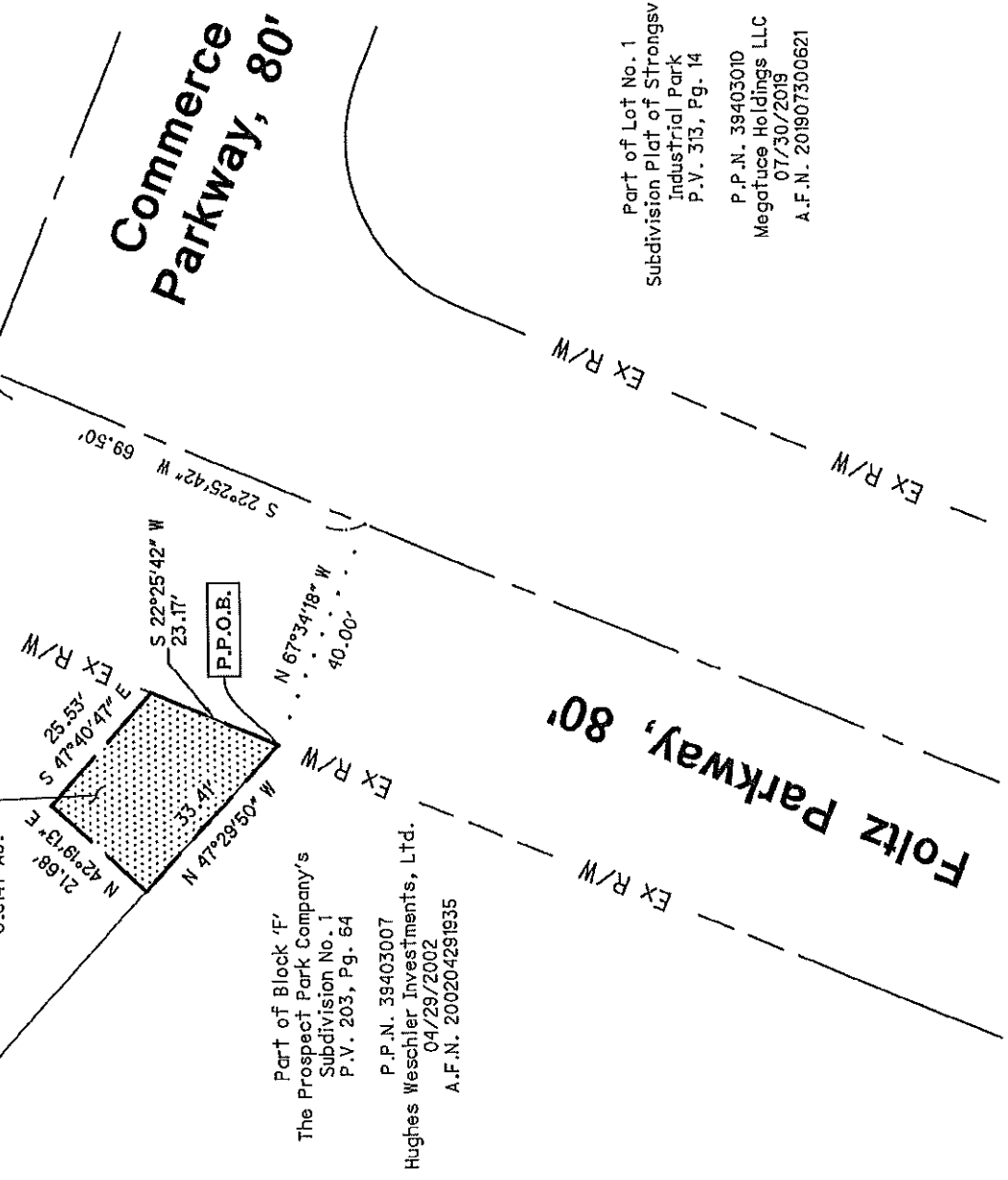
situated in the City of Strongsville, County of Cuyahoga and State of Ohio and known as being part of Original Strongsville Township O.L. 98



Part of Block 'F'
The Prospect Park Company's
Subdivision No. 1
P.V. 203, Pg. 64

P.P.N. 39403006
Cleveland Electric Illuminating Co.
D.V. 12012 Pg. 353

Culvert Esmt. No. 1
640 SQ. FT.
0.0147 AC.



Part of Block 'F'
The Prospect Park Company's
Subdivision No. 1
P.V. 203, Pg. 64

P.P.N. 39403007
Hughes Weschler Investments, Ltd.
04/29/2002
A.F.N. 200204291935

Part of Lot No. 1
Subdivision Plat of Strongsville
Industrial Park
P.V. 313, Pg. 14

P.P.N. 39403010
Megafuice Holdings LLC
07/30/2019
A.F.N. 201907300621

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That **HUGHES WESCHLER INVESTMENTS, LTD.**, hereinafter the “GRANTOR”, for and in consideration of the sum of One Dollar (\$1.00) does hereby give, grant, bargain, and convey, to the **CITY OF STRONGSVILLE**, pursuant to City of Strongsville Ordinance No. 2022-_____, adopted by its City Council on _____, 2022, hereinafter referred to as the “GRANTEE”, forever and in perpetuity, an Easement for the purposes hereinafter described, in, across, through, upon, over, and under certain areas (herein the “Easement Area”, as described below) of the real estate situated in Strongsville, Ohio, and known as Parcel No. 394-03-007 (herein the “Real Estate”), together with a right of ingress and egress over the Real Estate to access the Easement Area described herein.

The Easement Area is more particularly described in Exhibit “A” which is attached hereto, made a part hereof and incorporated herein.

Said Easement is hereby granted and conveyed together with all the rights, privileges, appurtenances, and advantages thereto belonging or appertaining to their use and benefit forever by the GRANTEE. This Easement is provided to the GRANTEE for the purposes of installing, constructing, reconstructing, improving, operating, repairing, inspecting, renewing, maintaining, removing and replacing a storm system culvert and appurtenances (herein collectively, the “Facilities”) within the Easement Area. The exercise and nature of the rights granted herein shall be at the reasonable discretion of the GRANTEE.

GRANTOR agrees not to conduct activities or use the Real Estate in a manner which would interfere with the activities and purposes of GRANTEE as set forth herein. Further, GRANTOR shall not cause or permit others to remove or willfully alter the Facilities.

Subject to the terms and conditions of this Easement, the GRANTEE shall, at all times, have the right to access the Easement Area and Facilities and to ingress and egress over the Real Estate to enter upon the Easement Area to do all things necessary for the activities and purposes set forth herein, including, but not limited to, the use of vehicles, equipment, materials and machinery within the Easement Area and their transportation across the Real Estate to access the Easement Area for the activities and purposes set forth herein. GRANTEE, at its sole cost and expense, agrees to repair or replace, if necessary, any damage to the surface of the Real Estate and the improvements located thereon damaged or otherwise disturbed by reason of or in connection with the activities and purposes herein granted, so that said Real Estate and improvements will return to substantially the same condition in which they were found prior to the commencement of such activities and purposes.

The GRANTOR and GRANTEE further do hereby agree that GRANTEE will construct and install the Facilities and any renewals or replacements thereof in accordance with the plans and specifications to be approved by the GRANTEE and the City Engineer of the City of Strongsville, and in accordance with the provisions, rules, regulations and requirements of the City of Strongsville, and further agree that GRANTEE will pay the entire cost of said construction and installation of the Facilities. The Facilities will become and remain the property of GRANTEE, its successors or assigns upon completion by the GRANTEE and approval by the City of Strongsville, its successors or assigns and its acceptance by the City of Strongsville.

In connection with GRANTEE'S exercise of its rights hereunder or use of the Easement Area or the Real Estate, (i) GRANTEE shall be solely responsible for the maintenance, repair, and replacement of all Facilities installed within the Easement Area for the benefit of GRANTEE, (ii) every entry upon the Real Estate shall be only at such time, in such manner and in such location(s) as to minimize interference with the use and enjoyment of the Real Estate and the uninterrupted conduct of businesses thereon, (iii) except in the event of emergency and for entry onto the Real Estate for inspection purposes, every entry upon the Real Estate in connection with the easement granted hereby, shall be made only after reasonable

prior written notice to Grantor, and (iv) no mechanics, materialmen's or other lien shall at any time be permitted to attach to the Real Estate in connection with any work performed by or at the instance of GRANTEE.

Upon performance of any work in the Easement Area, Grantee shall ensure that such work is completed promptly and without delay and that cleanup is promptly accomplished, the area is restored to its former condition as closely as possible, and no equipment, building materials, debris or other materials shall remain on the Easement Area after completion of the work.

GRANTOR acknowledges and agrees that GRANTEE will not be obligated to maintain pavement, landscaping and/or lawn areas within the Easement Area, but the foregoing shall not relieve GRANTEE of its obligation to repair any improvements damaged or otherwise disturbed by reason of or in connection with the activities and purposes herein granted. Neither GRANTOR nor its heirs, legal representatives, successors or assigns will construct or place on the Easement Area any temporary or permanent structures or anything else that interferes with the storm system culvert or appurtenances.

If the GRANTOR, its successors or assigns, desires to alter the Easement Area in any manner that would adversely affect the storm culvert system, the GRANTOR or its successors or assigns, must obtain the prior written approval of the City of Strongsville, and the GRANTOR will, at its own expense, relocate or reconstruct all or any portion of the storm culvert system which is adversely affected by such alteration.

If the GRANTOR violates any of the provisions of the Easement, and if such violation shall continue for a period of thirty (30) days after the GRANTOR'S receipt of written notice from the GRANTEE, the GRANTEE, at the expense of the GRANTOR, may enter upon the Easement Area and make such alterations as are necessary to bring the Easement Area into compliance with the provisions of the Easement. The thirty (30) day period may be shortened by the GRANTEE to the extent necessary in the event of an emergency.

The GRANTOR covenants with the GRANTEE that it is well-seized of the Easement Area as a good and indefeasible estate in fee simple, and has the right to grant and convey the Easement and the Easement Area in the manner and form herein written. The GRANTOR further covenants that it will warrant and defend the Easement Area with the appurtenances thereunto belonging and this Easement to GRANTEE, its successors and assigns, against all lawful claims and demands whatsoever for the purposes described herein by any person or entity claiming by, through or under GRANTOR, including all liens and encumbrances whatsoever.

This grant of Easement will inure to the benefit of any governmental entity, person, firm or corporation who/which GRANTEE or any of its successors or assigns, will authorize to undertake the performance of work within the purposes of this grant of Easement, or whom the GRANTEE permits to utilize the Easement Area.

The parties hereto agree that this grant of Easement embodies the complete understanding of the parties, and that no changes in this Easement Agreement shall be made unless such changes are in writing, approved and subscribed by the parties hereto or their appropriate successors and assigns in accordance with law. No waiver of any provision shall be deemed a subsequent waiver of such condition at a later date.

Nothing contained in this Easement shall be construed to create a principal and agent relationship, partnership, or joint venture between GRANTOR and GRANTEE with respect to the operation of the Real Estate.

Nothing contained in this Easement shall constitute a gift or dedication of any portion of the Real Estate to the public or for any public use or purpose whatsoever.

This grant of Easement will run with the land and will be binding on and will inure to the benefit of the GRANTOR and GRANTEE, and their respective heirs, successors and assigns and the rights herein granted shall continue in perpetuity.

IN WITNESS WHEREOF, this instrument is executed this 11th day of MAY, 2022.

Its: PRESIDENT

5

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.

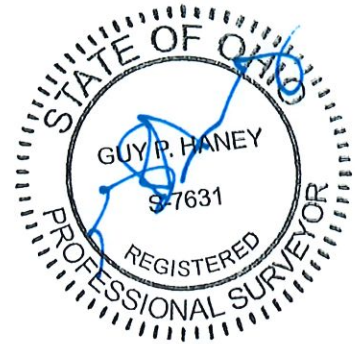
IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Strongsville, Ohio, this _____ day of _____, 2022.

NOTARY PUBLIC

This instrument prepared by:

Neal M. Jamison, Esq.
City of Strongsville
Law Director
16099 Foltz Parkway
Strongsville, Ohio 44149
440-580-3145

Boundary Description for
Hughes Weschler Investments, Ltd.
City of Strongsville, County of Cuyahoga, State of Ohio
Culvert Easement No. 2
0.0154 Acres



Situated in the City of Strongsville, County of Cuyahoga and State of Ohio and known as being part of Block "F" as shown on The Prospect Park Company's Subdivision No. 1, recorded in Plat Volume 203, Page 64 of the Cuyahoga County Recorder's Records, further known as being part of a parcel of land conveyed to Hughes Weschler Investments, Ltd. by deed dated April 29, 2002 and recorded in A.F.N. 200204291935 of the Cuyahoga County Recorder's Records and is bounded and described as follows: Beginning at the centerline intersection of Commerce Parkway, 80 feet in width and Foltz Parkway, 80 feet in width; thence South 22°25'42" West, along the centerline of Foltz Parkway, 69.50 feet to a point thereon; thence North 67°34'18" West, 40.00 feet to a point on the westerly right of way line of Foltz Parkway, said point also being the easterly corner of a parcel of land conveyed to Cleveland Electric Illuminating Company by deed volume 12012, page 353 of the Cuyahoga County Recorder's Records and is the PRINCIPAL PLACE OF BEGINNING of the easement herein to be described:

thence South 22°25'42" West, along the westerly right of way line of Foltz Parkway, 19.37 feet to a point thereon;

thence North 47°40'47" West, 40.00 feet to a point;

thence North 42°19'13" East, 18.32 feet to a point on the southwesterly line of land so conveyed to Cleveland Electric Illuminating Company, as aforementioned;

thence South 47°29'50" East, along the southwesterly line of land so conveyed to Cleveland Electric Illuminating Company, 33.41 feet to the Principal Place of Beginning, containing 670 square feet or 0.0154 acres of land, according to a survey by Guy P. Haney for Davey Resource Group in March of 2022. Subject to all highways, easements, and covenants of legal record.

The centerline bearing of Foltz Parkway was calculated to be South 22°25'42" West, based upon Ohio State Plane Coordinate System, North Zone, NAD 1983, ground.

Page 1 of 1
2357 CULVERT ESMT. 2 DESC.docx

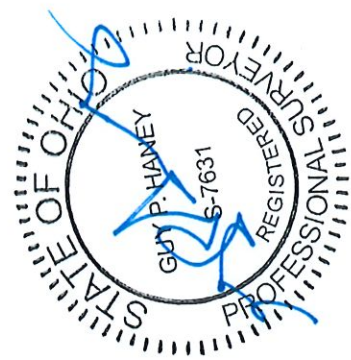


Corporate Headquarters
295 South Water Street, Suite 300
Kent, OH 44240
800-828-8312

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

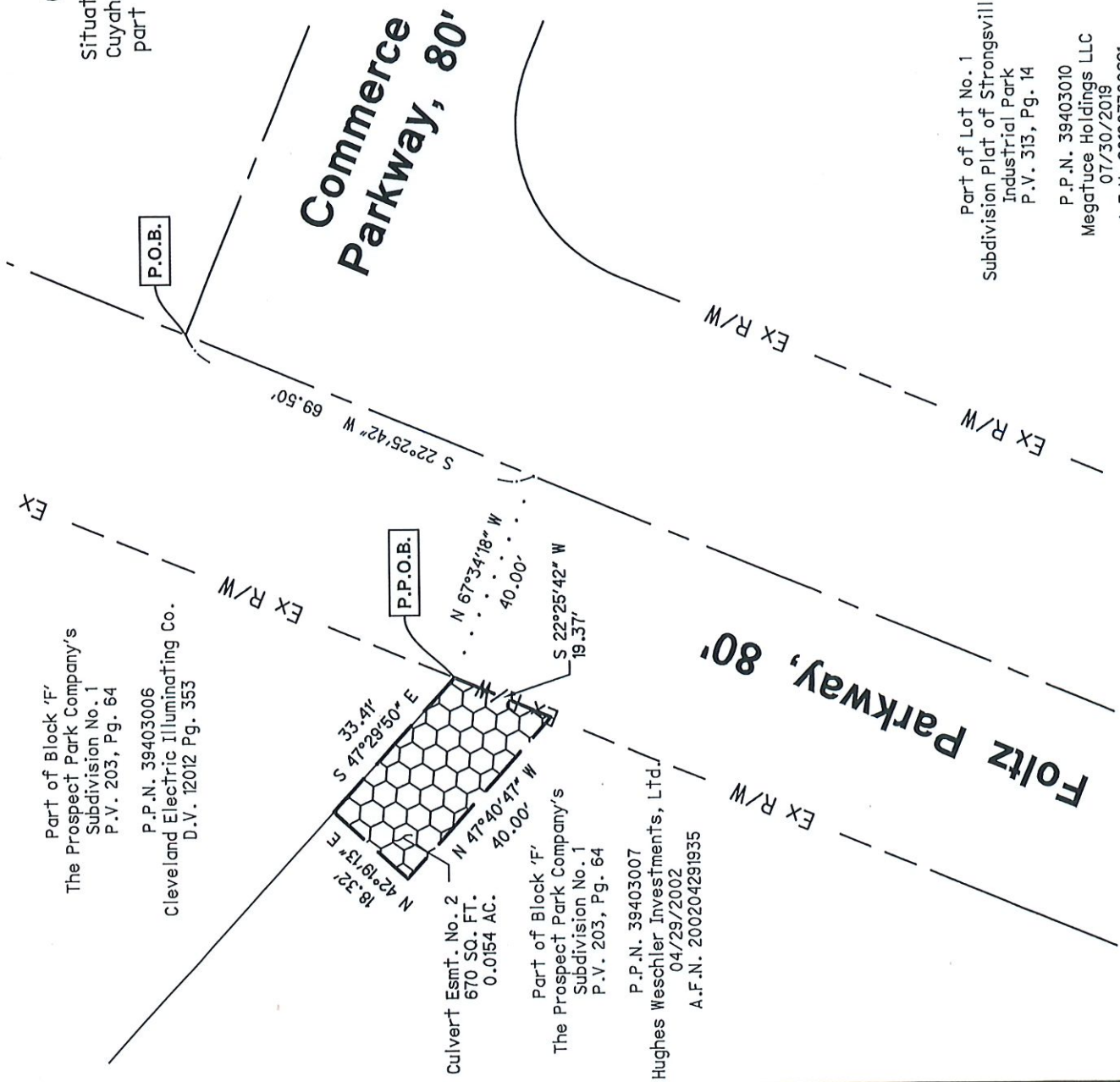
EXHIBIT A

**SKETCH OF
Culvert Easement**
 situated in the City of Strongsville, County of
 Cuyahoga and State of Ohio and known as being
 part of Original Strongsville Township O.L. 98



Part of Lot No. 1
 Subdivision Plat of Strongsville
 Industrial Park
 P.V. 313, Pg. 14

 P.P.N. 39403010
 Megatrace Holdings LLC
 07/30/2019
 A.F.N. 201907300621



PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That **MEGATUCE HOLDINGS, LLC**, hereinafter the "GRANTOR", for and in consideration of the sum of One Dollar (\$1.00) does hereby give, grant, bargain, and convey, to the **CITY OF STRONGSVILLE**, pursuant to City of Strongsville Ordinance No. 2022-_____, adopted by its City Council on _____, 2022, hereinafter referred to as the "GRANTEE", forever and in perpetuity, an Easement for the purposes hereinafter described, in, across, through, upon, over, and under certain areas (herein the "Easement Area", as described below) of the real estate situated in Strongsville, Ohio, and known as Parcel No. 394-03-010 (herein the "Real Estate"), together with a right of ingress and egress over the Real Estate to access the Easement Area described herein.

The Easement Area is more particularly described in Exhibit "A" which is attached hereto, made a part hereof and incorporated herein.

Said Easement is hereby granted and conveyed together with all the rights, privileges, appurtenances, and advantages thereto belonging or appertaining to their use and benefit forever by the GRANTEE. This Easement is provided to the GRANTEE for the sole purposes of installing, constructing, reconstructing, improving, operating, repairing, inspecting, renewing, maintaining, removing and replacing a storm system culvert and appurtenances (herein collectively, the "Facilities") within the Easement Area. The exercise and nature of the rights granted herein shall be with the permission of the GRANTOR, which permission shall not be unreasonably withheld.

GRANTOR agrees not to conduct activities or use the Real Estate in a manner which would interfere with the activities and purposes of GRANTEE as set forth herein, however, GRANTOR'S use of

its property shall not be unreasonably restricted. Further, GRANTOR shall not cause or permit others to remove or willfully alter the Facilities.

Subject to the terms and conditions of this Easement, the GRANTEE shall, at all times, with reasonable notice to the GRANTOR, have the right to access the Easement Area and Facilities and to ingress and egress over the Real Estate to enter upon the Easement Area to do all things necessary for the activities and purposes set forth herein, including, but not limited to, the use of vehicles, equipment, materials and machinery within the Easement Area and their transportation across the Real Estate to access the Easement Area for the activities and purposes set forth herein. GRANTEE, at its sole cost and expense, agrees to completely repair or replace, if necessary, any damage to the surface of the Real Estate and the improvements located thereon damaged or otherwise disturbed by reason of or in connection with the activities and purposes herein granted, to the reasonable satisfaction of GRANTOR, so that said Real Estate and improvements will return to substantially the same condition in which they were found prior to the commencement of such activities and purposes.

The GRANTOR and GRANTEE further do hereby agree that GRANTEE will construct and install the Facilities and any renewals or replacements thereof in accordance with the plans and specifications to be approved by the GRANTEE and the City Engineer of the City of Strongsville, and in accordance with the provisions, rules, regulations and requirements of the City of Strongsville, and further agree that GRANTEE will pay the entire cost of said construction and installation of the Facilities. The Facilities will become and remain the property of GRANTEE, its successors or assigns upon completion by the GRANTEE and approval by the City of Strongsville, its successors or assigns and its acceptance by the City of Strongsville.

In connection with GRANTEE'S exercise of its rights hereunder or use of the Easement Area or the Real Estate, (i) GRANTEE shall be solely responsible for the maintenance, repair, and replacement of all Facilities installed within the Easement Area for the benefit of GRANTEE, (ii) every entry upon the Real Estate shall be only at such time, in such manner and in such location(s) as to minimize interference

with the use and enjoyment of the Real Estate and the uninterrupted conduct of businesses thereon, (iii) except in the event of emergency and for entry onto the Real Estate for inspection purposes, every entry upon the Real Estate in connection with the easement granted hereby, shall be made only after reasonable prior written notice to Grantor, and (iv) no mechanics, materialmen's or other lien shall at any time be permitted to attach to the Real Estate in connection with any work performed by or at the instance of GRANTEE.

Upon performance of any work in the Easement Area, Grantee shall ensure that such work is completed promptly and without delay and that cleanup is promptly accomplished, the area is restored to its former condition as closely as possible, and no equipment, building materials, debris or other materials shall remain on the Easement Area after completion of the work.

GRANTOR acknowledges and agrees that GRANTEE will not be obligated to maintain pavement, landscaping and/or lawn areas within the Easement Area, but the foregoing shall not relieve GRANTEE of its obligation to fully repair any improvements damaged or otherwise disturbed by reason of or in connection with the activities and purposes herein granted. Neither GRANTOR nor its heirs, legal representatives, successors or assigns will construct or place on the Easement Area any temporary or permanent structures or anything else that interferes with the storm system culvert or appurtenances.

If the GRANTOR, its successors or assigns, desires to alter the Easement Area in any manner that would adversely affect the storm culvert system, the GRANTOR or its successors or assigns, must obtain the prior written approval of the City of Strongsville, which approval shall not be unreasonably withheld, and the GRANTOR will, at its own expense, relocate or reconstruct all or any portion of the storm culvert system which is adversely affected by such alteration.

If the GRANTOR violates any of the provisions of the Easement, and if such violation shall continue for a period of thirty (30) days after the GRANTOR'S receipt of written notice from the GRANTEE, the GRANTEE, at the expense of the GRANTOR, may enter upon the Easement Area and make such alterations as are necessary to bring the Easement Area into compliance with the provisions of

the Easement. The thirty (30) day period may be shortened by the GRANTEE to the extent necessary in the event of an emergency. GRANTOR retains the right to contest in the Court of Common Pleas of Cuyahoga County, any actions taken by GRANTEE, as set forth in this paragraph.

The GRANTOR covenants with the GRANTEE that it is well-seized of the Easement Area as a good and indefeasible estate in fee simple, and has the right to grant and convey the Easement and the Easement Area in the manner and form herein written.

This grant of Easement will inure to the benefit of any governmental entity, person, firm or corporation who/which GRANTEE or any of its successors or assigns, will authorize to undertake the performance of work within the purposes of this grant of Easement, or whom the GRANTEE permits to utilize the Easement Area. Any successors or assigns of GRANTEE shall be bound by GRANTEE'S obligations under this Agreement.

The parties hereto agree that this grant of Easement embodies the complete understanding of the parties, and that no changes in this Easement Agreement shall be made unless such changes are in writing, approved and subscribed by the parties hereto or their appropriate successors and assigns in accordance with law. No waiver of any provision shall be deemed a subsequent waiver of such condition at a later date.

Nothing contained in this Easement shall be construed to create a principal and agent relationship, partnership, or joint venture between GRANTOR and GRANTEE with respect to the operation of the Real Estate.

Nothing contained in this Easement shall constitute a gift or dedication of any portion of the Real Estate to the public or for any public use or purpose whatsoever.

This grant of Easement will run with the land and will be binding on and will inure to the benefit of the GRANTOR and GRANTEE, and their respective heirs, successors and assigns and the rights herein granted shall continue in perpetuity.

To have and to hold the land herein before described unto the GRANTEE for the aforesaid uses and purposes.

IN WITNESS WHEREOF, this instrument is executed this 2 day of May, 2022.

"GRANTOR"
MEGATUCE HOLDINGS, LLC

By: _____

Its: member

Signed and acknowledged
in the presence of:

STATE OF OHIO)
) ss:
COUNTY OF CUYAHOGA)

On this 2 day of May, 2022, before me, a Notary Public in and for said County and State, personally appeared MEGATUCE HOLDINGS, LLC, by Joseph Patituce, its member, the GRANTOR in the foregoing document, who executed this Permanent Easement and acknowledged the signing thereof to be its voluntary act and deed.

Witness my official signature and seal on the day last above-mentioned.



SUZANNE MCCORT
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires Feb. 21, 2027

Suzanne Milt
NOTARY PUBLIC

"GRANTEE"
CITY OF STRONGSVILLE

By: _____

Thomas P. Perciak

Its: Mayor

*Approved as to legal form by the
City of Strongsville Law Department:*

Neal M. Jamison, Law Director

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 _____, 2022.

NOTARY PUBLIC

This instrument prepared by:

Neal M. Jamison, Esq.
City of Strongsville
Law Director
16099 Foltz Parkway
Strongsville, Ohio 44149
440-580-3145

Boundary Description for
Megatuce Holdings LLC
City of Strongsville, County of Cuyahoga, State of Ohio.
Culvert Easement No. 3
0.0275 Acres



Situated in the City of Strongsville, County of Cuyahoga and State of Ohio and known as being part of Lot No. 1 as shown on the Subdivision Plat of Strongsville Industrial Park, recorded in Plat Volume 313, Page 14 of the Cuyahoga County Recorder's Records, further known as being part of a parcel of land conveyed to Megatuce Holdings LLC by deed dated July 30, 2019 and recorded in A.F.N. 201907300621 of the Cuyahoga County Recorder's Records and is bounded and described as follows: Beginning at the centerline intersection of Commerce Parkway, 80 feet in width and Foltz Parkway, 80 feet in width; thence South 22°25'42" West, along the centerline of Foltz Parkway, 75.28 feet to a point thereon; thence South 67°34'18" East, 40.00 feet to a point on the easterly right of way line of Foltz Parkway and is the PRINCIPAL PLACE OF BEGINNING of the easement herein to be described:

thence South 47°40'47" East, 37.24 feet to a point;

thence South 42°19'13" West, 40.00 feet to a point;

thence North 47°40'47" West, 22.76 feet to a point on the easterly right of way line of Foltz Parkway, as aforementioned;

thence North 22°25'42" East, along the easterly right of way line of Foltz Parkway, 42.54 feet to the Principal Place of Beginning, containing 1,200 square feet or 0.0275 acres of land, according to a survey by Guy P. Haney for Davey Resource Group in March of 2022. Subject to all highways, easements, and covenants of legal record.

The centerline bearing of Foltz Parkway was calculated to be South 22°25'42" West, based upon Ohio State Plane Coordinate System, North Zone, NAD 1983, ground.



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

Page 1 of 1
2357 CULVERT ESMT. 3 DESC.docx

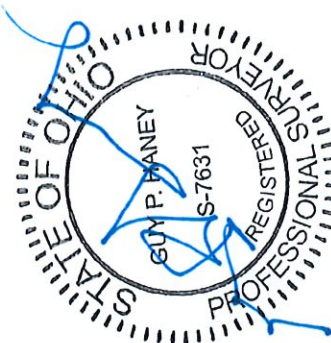
Local Office
1310 Sharon Copley Rd
PO Box 37
Sharon Center, OH 44274
330-590-8004

EXHIBIT A



Culvert Easement

situated in the City of Strongsville, County of Cuyahoga and State of Ohio and known as being part of Original Strongsville Township O.L. 98



Part of Lot No. 1
Subdivision Plat of Strongsville
Industrial Park
P.V. 313, Pg. 14

P.P.N. 39403010
 Regatue Holdings LLC
 07/30/2019
 A.F.N. 201907300621

Part of Block 'F'
The Prospect Park Company's
Subdivision No. 1
P.V. 203, Pg. 64

P.P.N. 39403006
Cleveland Electric Illuminating Co.
D.V. 12012 Pg. 353

Part of Block 'F'
The Prospect Park Company's
Subdivision No. 1
P.V. 203, Pg. 64

P.P.N. 39403007
Hughes Weschler Investments, Ltd.
04/29/2002
A.F.N. 200204291935

Foltz Parkway, 80'

Commerce
Parkway, 80'

Culvert Esmt. No. 3
1,200 SQ. FT.
0.0275 AC.

P.P.O.B.

P.O.B.

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2022 – 100

By: Mayor Perciak and All Members of Council

**A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE
FOR BIDS FOR THE FOLTZ PARKWAY CULVERT
REPLACEMENT PROJECT IN THE CITY OF STRONGSVILLE.**

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 Foltz Parkway Culvert Replacement Project, generally consisting of removal and replacement of a concrete box culvert and pavement replacement, all 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 have been appropriated and shall be paid from the Drainage Levy Fund.

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

Section 4. That this Resolution shall take effect and be in force from and after the earliest period allowed by law.

President of Council

Approved: _____
Mayor

Date Passed: _____ Date Approved: _____

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

Attest: _____
Clerk of Council

RES
ORD. No. 2022-100 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2022 – 101

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE SALE BY INTERNET AUCTION, OF CERTAIN OBSOLETE PROPERTY NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE BY THE CITY'S SERVICE DEPARTMENT, AND DECLARING AN EMERGENCY.

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

Section 1. That this Council finds that the Service Department of the City of Strongsville is in possession of certain vehicles, equipment and/or materials, which are obsolete, surplus, have little monetary value, and are no longer needed for any municipal purpose, as more particularly described in Exhibit A, a copy of which is attached hereto and incorporated herein by reference, and further finds, therefore, that it will be in the best interest of the City that such property be sold by public internet auction through GovDeals.

Section 2. That pursuant to Ohio Revised Code Section 721.15, the City is authorized to sell or dispose of property by internet auction; and that, pursuant to Article IV, Section 3(e) of the City Charter, the Mayor and Director of Finance be and are hereby authorized to dispose of such obsolete tangible property identified in Exhibit A and to perform all acts required in furtherance thereof.

Section 3. That the Director of Finance and the Mayor, therefore, are authorized to retain the services of **GovDeals** to effectuate the sale of such obsolete property by internet auction through an appropriate user agreement between the City and GovDeals, and in a form to be approved by the Law Director; and that the Director of Finance, Mayor and the Director of Public Service be and are further authorized and directed to execute all documents and perform all acts required to complete the sale of such obsolete and unneeded property by public internet auction.

Section 4. That the public internet auction will be conducted through GovDeals in accordance with its rules, regulations and procedures, including listing of the obsolete and unneeded property for sale by auction to the public on the internet. That as required by law, the property will be listed for ten (10) days, including Saturdays, Sundays and legal holidays.

Section 5. That the net proceeds of the operation of this Ordinance shall be deposited into the General Fund and Sanitary Sewer Fund; and any funds required for the purposes of this Ordinance have been appropriated and shall be paid from the General Fund and Sanitary Sewer Fund.

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

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2022 – 101
Page 2

Section 7. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that the immediate sale of such obsolete and unneeded municipal property is necessary in order to provide necessary storage space for the Service Department, to enable the Department to replace obsolete equipment, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

President of Council

Approved: _____
Mayor

Date Passed: _____ Date Approved: _____

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

Attest: _____
Clerk of Council

ORD. No. 2022-101 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2022 – 102

BY: Mayor Perciak and All Members of Council

A RESOLUTION SUBMITTING TO THE ELECTORS OF THE CITY THE QUESTION OF RENEWING AN EXISTING 0.4-MILL TAX LEVY FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING AND RENOVATING STORM SEWERS AND STORM DRAINAGE DITCHES, PURSUANT TO SECTION 5705.19(F) OF THE REVISED CODE, AND DECLARING AN EMERGENCY.

WHEREAS, at an election on November 7, 2017, the City's voters approved the renewal of an existing 0.4-mill ad valorem tax levy in excess of the ten-mill limitation for the purpose of constructing, reconstructing and renovating storm sewers and storm drainage ditches, for five years, pursuant to Section 5705.19(F) of the Revised Code, the last collection of which will occur in calendar year 2023; and

WHEREAS, on June 6, 2022, this Council adopted Resolution No. 2022-092 pursuant to Section 5705.03 of the Revised Code declaring it necessary to renew the existing 0.4-mill tax levy for the purpose of constructing, reconstructing and renovating storm sewers and storm drainage ditches, for five years, and requesting the Cuyahoga County Fiscal Officer to certify the total current tax valuation of the City and the dollar amount of revenue that would be generated by that renewal levy; and

WHEREAS, on June 7, 2022, the County Fiscal Officer certified that the total current tax valuation of the City is \$1,853,971,410 and the dollar amount of revenue that would be generated by that 0.4-mill renewal levy would be \$597,534 annually during the life of the levy, assuming that the total current tax valuation remains the same throughout the life of the levy;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA, OHIO, AT LEAST TWO-THIRDS (⅔) OF ALL MEMBERS ELECTED THERETO CONCURRING, THAT:

Section 1. Declaration of Necessity of Tax Levy. This Council hereby finds, determines and declares that the amount of taxes which may be raised by the City within the ten-mill limitation by levies on the current tax duplicate will be insufficient to provide an adequate amount for the necessary requirements of the City, and that it is necessary to levy a tax in excess of that limitation for the purpose of constructing, reconstructing and renovating storm sewers and storm drainage ditches, and specifically that it is necessary to renew, for five years, the existing 0.4-mill tax approved by the voters of the City at an election held on November 7, 2017, for that purpose.

Section 2. Submission of Question of Tax Levy to the Electors. The question of renewing the City's existing 0.4-mill ad valorem property tax outside of the ten-mill limitation, for five years, for the purpose of constructing, reconstructing and renovating storm sewers and storm drainage ditches, beginning with the tax list and duplicate for the year 2023, the proceeds of which levy first would be available to the City in the calendar year 2024, shall be submitted under the provisions of Section 5705.19(F) of the Revised Code to the electors of the City at an election to be held therein on November 8, 2022, as authorized by law. That election shall be held at the regular places of voting in the City as established by the Cuyahoga County Board of Elections, or otherwise, within the times provided by law and shall be conducted, canvassed and certified in the manner provided by law. A majority vote is required for passage.

CITY OF STRONGSVILLE, OHIO
RESOLUTION NO. 2022 – 102
Page 2

Section 3. Delivery of Materials to Board of Elections. The Clerk of Council is hereby directed to deliver or cause to be delivered (i) a certified copy of Resolution No. 2022-092 referred to in the second preamble to this Resolution, (ii) the certificate of the Cuyahoga County Fiscal Officer referred to in the third preamble to this Resolution and (iii) a certified copy of this Resolution, to the Cuyahoga County Board of Elections before the close of business on Wednesday, August 10, 2022.

Section 4. Compliance with Open Meeting Requirements. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the adoption of this Resolution were taken in an open meeting of this Council or committees, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law.

Section 5. Captions and Headings. The captions and headings in this Resolution are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Sections, subsections, paragraphs, subparagraphs or clauses hereof. Reference to a Section means a section of this Resolution unless otherwise indicated.

Section 6. Declaration of Emergency; Effective Date. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City and for the further reason that this Resolution is required to be immediately effective so that it, together with other necessary materials, can be timely filed with the Cuyahoga County Board of Elections in order that the question of the renewal of the existing 0.4-mill tax levy for the purpose stated in Section 1 may be submitted to the electors at an election to be held on November 8, 2022; wherefore, this Resolution shall be in full force and effect immediately upon its adoption and approval by the Mayor.

President of Council

Approved: _____
Mayor

Date Adopted: _____, 2022 Date Approved: _____, 2022

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

Attest: _____
Clerk of Council

RES
ORD. No. 2022-102 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

RECEIPT OF DIRECTOR OF ELECTIONS

I acknowledge receipt on this date of the following materials from the City of Strongsville, Ohio:

1. Certified copies of Resolution Nos. 2022-092 and 2022-102, adopted on June 6, 2022, and June 21, 2022, respectively, declaring the necessity of and submitting to the electors of the City at an election to be held on November 8, 2022, the question of renewing the City's existing 0.4-mill tax levy, for the purpose of constructing, reconstructing and renovating storm sewers and storm drainage ditches, for five years.

2. A certificate of the Cuyahoga County Fiscal Officer dated June 7, 2022, as to the total current tax valuation of the City and the dollar amount of revenue that would be generated by that renewal levy.

3. Suggested forms of notice of election and ballot language for that question.

Dated: June __, 2022

Director of Elections
County of Cuyahoga, Ohio

**NOTICE OF ELECTION ON TAX LEVY
IN EXCESS OF THE TEN MILL LIMITATION**

Notice is hereby given that pursuant to Resolution Nos. 2022-092 and 2022-102, adopted by the Council of the City of Strongsville, Ohio, on June 6, 2022, and June 21, 2022, respectively, there will be submitted to the electors of the City of Strongsville at an election to be held in that City at the regular places of voting therein, on Tuesday, November 8, 2022, the question of renewing an existing tax levy in excess of the ten-mill limitation for the benefit of the City for the purpose of constructing, reconstructing and renovating storm sewers and storm drainage ditches, at a rate not exceeding 0.4 mill for each one dollar of valuation, which amounts to four cents for each one hundred dollars of valuation, for five years. Said tax constitutes the renewal of an existing 0.4-mill levy. If a majority of the voters voting thereon vote in favor thereof, that levy will be first placed on the tax list and duplicate in December 2023 for collection in calendar year 2024.

The polls for that election will be open at 6:30 a.m., and will remain open until 7:30 p.m., of that day.

Dated: _____, 2022

By order of the Board of Elections of the
County of Cuyahoga, Ohio

INSTRUCTIONS TO PRINTER:

Publish in a newspaper of general circulation in the County of Cuyahoga and City of Strongsville once a week for two consecutive weeks on the same day of each week, the first insertion being **on or before October 25, 2022**, or as provided in Section 7.16 of the Revised Code. Such newspaper must be of general circulation within the meaning of Section 7.12 of the Revised Code.

NOTICE TO BOARD OF ELECTIONS:

If the Board of Elections operates and maintains a web site, then the Board of Elections must also **post this notice on its web site for 30 days prior to the election.**

PROPOSED TAX LEVY (RENEWAL)

CITY OF STRONGSVILLE

(A majority affirmative vote is necessary for passage.)

A renewal of a tax for the benefit of the City of Strongsville for the purpose of constructing, reconstructing and renovating storm sewers and storm drainage ditches at a rate not exceeding 0.4 mill for each one dollar of valuation, which amounts to four cents for each one hundred dollars of valuation, for five years.

	FOR THE TAX LEVY
	AGAINST THE TAX LEVY

NOTE REGARDING FORM OF BALLOT:

Section 5705.25 of the Revised Code specifies the form of ballot to be used. This form has been prepared based upon those requirements.

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2022 – 103

BY: Mayor Perciak and All Members of Council

A RESOLUTION SUBMITTING TO THE ELECTORS OF THE CITY THE QUESTION OF RENEWING AN EXISTING 1.5-MILL TAX LEVY FOR THE PURPOSE OF PAYMENT FOR FIREFIGHTERS' SALARIES AND OPERATING EXPENSES FOR THE SATELLITE STATION AT PRIEM AND ALBION ROADS, PURSUANT TO SECTION 5705.19(I) OF THE REVISED CODE, AND DECLARING AN EMERGENCY.

WHEREAS, at an election on November 7, 2017, the City's voters approved the renewal of an existing 1.5-mill ad valorem tax levy in excess of the ten-mill limitation for the purpose of payment for firefighters' salaries and operating expenses for the satellite station at Priem and Albion Roads, for five years, pursuant to Section 5705.19(I) of the Revised Code, the last collection of which will occur in calendar year 2023; and

WHEREAS, on June 6, 2022, this Council adopted Resolution No. 2022-093 pursuant to Section 5705.03 of the Revised Code declaring it necessary to renew the existing 1.5-mill tax levy for the purpose of payment for firefighters' salaries and operating expenses for the satellite station at Priem and Albion Roads, for five years, and requesting the Cuyahoga County Fiscal Officer to certify the total current tax valuation of the City and the dollar amount of revenue that would be generated by that renewal levy; and

WHEREAS, on June 7, 2022, the County Fiscal Officer certified that the total current tax valuation of the City is \$1,853,971,410 and the dollar amount of revenue that would be generated by that 1.5-mill renewal levy would be \$2,240,756 annually during the life of the levy, assuming that the total current tax valuation remains the same throughout the life of the levy;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA, OHIO, AT LEAST TWO-THIRDS ($\frac{2}{3}$) OF ALL MEMBERS ELECTED THERETO CONCURRING, THAT:

Section 1. Declaration of Necessity of Tax Levy. This Council hereby finds, determines and declares that the amount of taxes which may be raised by the City within the ten-mill limitation by levies on the current tax duplicate will be insufficient to provide an adequate amount for the necessary requirements of the City, and that it is necessary to levy a tax in excess of that limitation for the purpose of payment for firefighters' salaries and operating expenses for the satellite station at Priem and Albion Roads, and specifically that it is necessary to renew, for five years, the existing 1.5-mill tax approved by the voters of the City at an election held on November 7, 2017, for that purpose.

Section 2. Submission of Question of Tax Levy to the Electors. The question of renewing the City's existing 1.5-mill ad valorem property tax outside of the ten-mill limitation, for five years, for the purpose of payment for firefighters' salaries and operating expenses for the satellite station at Priem and Albion Roads, beginning with the tax list and duplicate for the year 2023, the proceeds of which levy first would be available to the City in the calendar year 2024, shall be submitted under the provisions of Section 5705.19(I) of the Revised Code to the electors of the City at an election to be held therein on November 8, 2022, as authorized by law. That election shall be held at the regular places of voting in the City as established by the Cuyahoga County Board of Elections, or otherwise,

CITY OF STRONGSVILLE, OHIO
RESOLUTION NO. 2022 – 103
Page 2

within the times provided by law and shall be conducted, canvassed and certified in the manner provided by law. A majority vote is required for passage.

Section 3. Delivery of Materials to Board of Elections. The Clerk of Council is hereby directed to deliver or cause to be delivered (i) a certified copy of Resolution No. 2022-093 referred to in the second preamble to this Resolution, (ii) the certificate of the Cuyahoga County Fiscal Officer referred to in the third preamble to this Resolution and (iii) a certified copy of this Resolution, to the Cuyahoga County Board of Elections before the close of business on Wednesday, August 10, 2022.

Section 4. Compliance with Open Meeting Requirements. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the adoption of this Resolution were taken in an open meeting of this Council or committees, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law.

Section 5. Captions and Headings. The captions and headings in this Resolution are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Sections, subsections, paragraphs, subparagraphs or clauses hereof. Reference to a Section means a section of this Resolution unless otherwise indicated.

Section 6. Declaration of Emergency; Effective Date. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City and for the further reason that this Resolution is required to be immediately effective so that it, together with other necessary materials, can be timely filed with the Cuyahoga County Board of Elections in order that the question of the renewal of the existing 1.5-mill tax levy for the purpose stated in Section 1 may be submitted to the electors at an election to be held on November 8, 2022; wherefore, this Resolution shall be in full force and effect immediately upon its adoption and approval by the Mayor.

President of Council

Approved: _____
Mayor

Date Adopted: _____, 2022 Date Approved: _____, 2022

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

Attest: _____
Clerk of Council

RES
ORD. No. 2022-103 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

RECEIPT OF DIRECTOR OF ELECTIONS

I acknowledge receipt on this date of the following materials from the City of Strongsville, Ohio:

1. Certified copies of Resolution Nos. 2022-093 and 2022-103, adopted on June 6, 2022, and June 21, 2022, respectively, declaring the necessity of and submitting to the electors of the City at an election to be held on November 8, 2022, the question of renewing the City's existing 1.5-mill tax levy, for the purpose of payment for firefighters' salaries and operating expenses for the satellite station at Priem and Albion Roads, for five years.

2. A certificate of the Cuyahoga County Fiscal Officer dated June 7, 2022, as to the total current tax valuation of the City and the dollar amount of revenue that would be generated by that renewal levy.

3. Suggested forms of notice of election and ballot language for that question.

Dated: June ___, 2022

Director of Elections
County of Cuyahoga, Ohio

**NOTICE OF ELECTION ON TAX LEVY
IN EXCESS OF THE TEN MILL LIMITATION**

Notice is hereby given that pursuant to Resolution Nos. 2022-093 and 2022-103, adopted by the Council of the City of Strongsville, Ohio, on June 6, 2022, and June 21, 2022, respectively, there will be submitted to the electors of the City of Strongsville at an election to be held in that City at the regular places of voting therein, on Tuesday, November 8, 2022, the question of renewing an existing tax levy in excess of the ten-mill limitation for the benefit of the City for the purpose of payment for firefighters' salaries and operating expenses for the satellite station at Priem and Albion Roads, at a rate not exceeding 1.5 mills for each one dollar of valuation, which amounts to 15 cents for each one hundred dollars of valuation, for five years. Said tax constitutes the renewal of an existing 1.5-mill levy. If a majority of the voters voting thereon vote in favor thereof, that levy will be first placed on the tax list and duplicate in December 2023 for collection in calendar year 2024.

The polls for that election will be open at 6:30 a.m., and will remain open until 7:30 p.m., of that day.

Dated: _____, 2022

By order of the Board of Elections of the
County of Cuyahoga, Ohio

INSTRUCTIONS TO PRINTER:

Publish in a newspaper of general circulation in the County of Cuyahoga and City of Strongsville once a week for two consecutive weeks on the same day of each week, the first insertion being **on or before October 25, 2022**, or as provided in Section 7.16 of the Revised Code. Such newspaper must be of general circulation within the meaning of Section 7.12 of the Revised Code.

NOTICE TO BOARD OF ELECTIONS:

If the Board of Elections operates and maintains a web site, then the Board of Elections must also **post this notice on its web site for 30 days prior to the election.**

PROPOSED TAX LEVY (RENEWAL)

CITY OF STRONGSVILLE

(A majority affirmative vote is necessary for passage.)

A renewal of a tax for the benefit of the City of Strongsville for the purpose of payment for firefighters' salaries and operating expenses for the satellite station at Priem and Albion Roads at a rate not exceeding 1.5 mills for each one dollar of valuation, which amounts to 15 cents for each one hundred dollars of valuation, for five years.

	FOR THE TAX LEVY
	AGAINST THE TAX LEVY

NOTE REGARDING FORM OF BALLOT:

Section 5705.25 of the Revised Code specifies the form of ballot to be used. This form has been prepared based upon those requirements.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2022 – 104

By: Mayor Perciak and All Members of Council

AN ORDINANCE REPEALING ORDINANCE NO. 2022-033, AND AUTHORIZING THE MAYOR TO ENTER INTO A DIFFERENT STATE OF OHIO ADMINISTRATIVE SERVICES CONTRACT FOR THE PURCHASE OF TWO (2) 2023 FREIGHTLINER M2 CHASSIS LIFE LINE "HIGHLINER" AMBULANCES, TOGETHER WITH RELATED VEHICLE SPECIFICATIONS AND MODIFICATIONS FOR USE BY THE FIRE DEPARTMENT, AND DECLARING AN EMERGENCY.

WHEREAS, through adoption of Ordinance No. 2022-033, this Council previously authorized the Mayor to purchase through the State of Ohio Administrative Services contracts one (1) Freightliner M2 Braun Super Chief Ambulance Remount Unit and one (1) new Freightliner M2 Braun Super Chief Ambulance Unit, all for use by the Fire Department of the City; and

WHEREAS, since then, the City has been notified that Penn Care, Inc., the authorized dealer for Braun Industries, Inc., is not able to manufacture any new Braun ambulance units due to supply chain and other issues; and

WHEREAS, the City has been further notified that Penn Care, Inc. is not able to timely perform in manufacturing any remount ambulance units; and

WHEREAS, under the circumstances, the Fire Chief has recommended to the Mayor and Council that the City make alternative arrangements through a different State of Ohio Administrative Services Contract in order to purchase two (2) new ambulance units; and

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

WHEREAS, therefore, this Council wishes to take advantage of that opportunity to purchase two (2) new 2023 Freightliner M2 Chassis Life Line "Highliner" Ambulances, all with related vehicle specifications and modifications (Schedule No. 800884, Index No. STS233) for use by the Fire Department of the City.

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

Section 1. That for the foregoing reasons, Ordinance No. 2022-033 previously authorizing the Mayor to enter into a State of Ohio Administrative Services contract for the purchase of one (1) Freightliner M2 Braun Super Chief Ambulance Remount Unit and one (1) new Freightliner M2 Braun Super Chief Ambulance Unit, is hereby repealed in its entirety.

Section 2. That the Mayor accordingly be and is hereby authorized and directed to request authority in the name of the City of Strongsville to participate in Ohio Department of Administrative Services contracts with **LIFE LINE EMERGENCY VEHICLES, INC.** (through

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2022 – 104

Page 2

authorized dealer **PFUND SUPERIOR SALES CO., INC.** for the purchase of two (2) new 2023 Freightliner M2 Chassis Life Line "Highliner" Ambulances, all with related vehicle specifications and modifications in a total amount not to exceed \$624,524.00, as reflected on Exhibit A attached hereto.

Section 3. That the City of Strongsville hereby agrees to be bound by the terms and conditions prescribed by the Director of Administrative Services for such purchases, and to directly pay the vendor, under each such contract of the Ohio Department of Administrative Services in which the City participates for items it receives pursuant to the contract.

Section 4. That the Mayor and Director of Finance be and are hereby authorized to enter into and execute such agreements and documents as may be necessary to participate in the Ohio Department of Administrative Services Cooperative Purchasing Program.

Section 5. That the funds for the purposes of said purchases and Agreement have been appropriated and shall be paid from the Emergency Vehicle Fund.

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

Section 7. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to repeal a previous Ordinance in order to enter into a new contract for ambulance vehicles, to provide for the continuity of services and operation of the City of Strongsville Fire Department, to protect the lives of persons in the City of Strongsville, and conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
Clerk of Council

ORD. No. 2022-104 Amended: _____

1st Rdg. _____ Ref: _____

2nd Rdg. _____ Ref: _____

3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____

Adopted: _____ Defeated: _____



221 Chester Dr.
Lower Burrell, PA 15068
Phone: 330-810-6094
Fax: 724-339-7509

SALES / PURCHASE AGREEMENT

June 16, 2022

PURCHASER

City of Strongsville Fire Department
17000 Prospect. Rd.
Strongsville, Ohio 44149

SELLER

Pfund Superior Sales Co., Inc.
221 Chester Dr.
Lower Burrell, PA 15068

Seller sells to Purchaser (2) New Build 2023 Freightliner M2 Chassis, Life Line Ambulance, Model "**Highliner**", as per the attached specifications and modifications, F.O.B. Delivered to City of Strongsville Fire Department, Strongsville Ohio. Delivery times will be dependent on what chassis are available when the order is placed.

OHIO STATE TERM SCHEDULE # 800884

PURCHASE TERMS Unit # 1

(1) 2023 Freightliner M2 Chassis Life Line "Highliner" Ambulance.

COST PER ATTACHED WORK ORDER FORM.....\$ 208,204.00

COST FOR 2023 FREIGHTLINER M2.....\$ 104,058.00

TOTAL COST FOR UNIT #1.....\$ 312,262.00

PURCHASE TERMS Unit # 2

(1) 2023 Freightliner M2 Chassis Life Line "Highliner" Ambulance.

COST PER ATTACHED WORK ORDER FORM.....\$ 208,204.00

COST FOR 2023 FREIGHTLINER M2.....\$ 104,058.00

TOTAL COST FOR UNIT #2.....\$ 312,262.00

TOTAL COST FOR BOTH UNITS.....\$ 624,524.00

EXHIBIT A

BUILD TIME: Build time will be approximately 200 days after the chassis arrives at Life Line Emergency facility in Sumner IA.

PRICE INCREASES: Pfund Superior Sales and Life Line Emergency cannot guarantee prices of chassis, chassis discounts or any material supplied to us. These price changes are sent by our suppliers, and we do not have any control to change them. In the event there is a changes in any of above amounts the total cost of the vehicle will be adjusted at time of delivery.

DELIVERY OF TITLE TO SELLER: Purchaser agrees to deliver to the seller satisfactory evidence of title to any trade-in vehicle used as part of the consideration for the motor vehicle ordered at the time of delivery of such motor vehicle to Seller. Purchaser warrants any trade-in vehicle to be his property free and clear of all liens and encumbrances except as otherwise noted on this agreement.

NON-REFUNDABLE DEPOSIT (N/A): The Seller shall have the right upon failure or refusal of Purchaser to accept delivery of the ordered vehicle or to comply with the terms of this Agreement, to retain as liquidated damages any cash deposit.

DESIGN CHANGES BY THE MANUFACTURER: The Manufacturer has reserved the right to change the design of any new motor vehicle, chassis, accessories, or parts of new vehicles at any time without notice and without obligation to make the same or any similar changes upon any motor vehicle, chassis, accessories, or parts of vehicles previously purchased by or shipped to seller or being manufactured or sold in accordance with Seller's orders. In the event of any such change by the manufacturer, Seller shall have no obligation to Purchaser to make this same or any similar change in any motor vehicle, chassis, accessories, or parts of the vehicle covered by this agreement either before or after delivery to Purchaser.

PAYMENT OF SALES AND USE TAXES: The price for the motor vehicle specified in this agreement does not include Sales Taxes and Use Taxes (Federal, State, or Local) unless expressly stated. Purchaser assumes and agrees to pay, unless prohibited by law, and such Sales, Use, or Occupational Taxes imposed on or applicable to the transaction covered by this agreement, regardless of which party may have primary tax liability.

EXECUTION OF OTHER DOCUMENTS: The Purchaser, before or at the time of delivery of the motor vehicle covered by this agreement will execute such other forms of agreement or documents as may be required by the terms and conditions of payment indicated on the front of this order or as required by law.

PAYMENT OF BALANCE DUE AND ACCEPTANCE BY PURCHASER: The Purchaser agrees to pay the balance due on delivery pursuant to the terms specified and to accept delivery of the ordered motor vehicle. Seller will provide a final invoice (15) calendar days prior to delivery so serve as notification that the vehicle will be completed for delivery and payment. In the event Purchaser fails to take delivery of the vehicle, Purchasers Deposit may be retained by Seller as liquidated damages for Seller's expense and efforts in this matter. In addition, Seller may dispose of or sell such ordered vehicle as Seller deems reasonable.

WARRANTYS: Purchaser accepts vehicle "AS IS". No representation has been made by Seller except as herein stated and no warranty's, expressed or implied, may arise except from this writing. All warranties are issued by the chassis manufacturer, the ambulance builder, and component parts suppliers and seller shall have no liability with respect to warranties issued by the chassis manufacturer, the ambulance builder, and component parts suppliers.

=====

<u>PURCHASER</u>	<u>SELLER</u>
City of Strongsville Purchasing Agent or their designee. Strongsville, OH	Pfund Superior Sales Co., Inc.
BY: _____	BY: Derek Shaffer - Ohio Ambulance Sales
Print Name & Title _____	
DATE: _____	DATE: 6-16-22