

City of Strongsville

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

November 30, 2023

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

MEETING NOTICE

City Council has scheduled the following meetings for **Monday, December 4, 2023**, to be held in the Caucus Room and the Council Chamber at the **Mike Kalinich Sr. City Council Chamber, 18688 Royalton Road**:

Caucus will begin at 7:40 p.m. All committees listed will meet immediately following the previous committee:

7:40 P.M. **Planning, Zoning & Engineering Committee** will meet to discuss Ordinance No. 2023-159.

Public Safety & Health Committee will meet to discuss Ordinance No. 2023-169.

Finance Committee will meet to discuss Ordinance Nos. 2023-165, 2023-166 and 2023-170.

Public Service & Conservation Committee will meet to discuss Resolution No. 2023-171.

Committee of the Whole will meet to discuss Ordinance Nos. 2023-172 and 2023-173.

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, DECEMBER 4, 2023 AT 8:00 P.M.
Mike Kalinich Sr. City Council Chamber
18688 Royalton Road, Strongsville, Ohio

AGENDA

1. CALL TO ORDER:
2. PLEDGE OF ALLEGIANCE:
3. CERTIFICATION OF POSTING:
4. ROLL CALL:
5. COMMENTS ON MINUTES:
 - *Regular Council Meeting – November 20, 2023*
6. APPOINTMENTS, CONFIRMATIONS, AWARDS AND RECOGNITION:
7. 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
8. REPORTS AND COMMUNICATIONS FROM THE MAYOR, DIRECTORS OF DEPARTMENTS AND OTHER OFFICERS:
 - MAYOR PERCIAK:
 - FINANCE DEPARTMENT:
 - LAW DEPARTMENT:
9. AUDIENCE PARTICIPATION:
10. ORDINANCES AND RESOLUTIONS:

- Ordinance No. 2023-159 by Mayor Perciak and All Members of Council. AN ORDINANCE AMENDING SECTIONS 1252.15 AND 1252.16 OF TITLE SIX OF PART TWELVE-PLANNING AND ZONING CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE CONCERNING ACCESSORY BUILDINGS AND PROJECTIONS INTO YARDS IN RESIDENTIAL DISTRICTS. *First reading and referred to the Planning Commission 11-20-23. Favorable recommendation by the Planning Commission 11-30-23.*
- Ordinance No. 2023-165 by Mayor Perciak and All Members of Council. AN ORDINANCE DECLARING IMPROVEMENTS TO A CERTAIN PARCEL OF REAL PROPERTY TO BE A PUBLIC PURPOSE, DESCRIBING THE PUBLIC IMPROVEMENTS TO BE MADE TO DIRECTLY BENEFIT SUCH PARCEL, REQUIRING THE OWNERS OF THE IMPROVEMENTS ON SUCH PARCEL TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES, ESTABLISHING A CIEFFALO'S MUNICIPAL PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND FOR THE DEPOSIT OF SUCH SERVICE PAYMENTS PURSUANT TO OHIO REVISED CODE SECTIONS 5709.40, 5709.42 AND 5709.43, AND DECLARING AN EMERGENCY. *First reading 11-20-23.*
- Ordinance No. 2023-166 by Mayor Perciak and All Members of Council. AN ORDINANCE DECLARING IMPROVEMENTS TO A CERTAIN PARCEL OF REAL PROPERTY TO BE A PUBLIC PURPOSE, DESCRIBING THE PUBLIC IMPROVEMENTS TO BE MADE TO DIRECTLY BENEFIT SUCH PARCEL, REQUIRING THE OWNERS OF THE IMPROVEMENTS ON SUCH PARCEL TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES, ESTABLISHING A HERZOG MUNICIPAL PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND FOR THE DEPOSIT OF SUCH SERVICE PAYMENTS PURSUANT TO OHIO REVISED CODE SECTIONS 5709.40, 5709.42 AND 5709.43, AND DECLARING AN EMERGENCY. *First reading 11-20-23.*
- Ordinance No. 2023-169 by Mayor Perciak and All Members of Council. AN ORDINANCE REQUESTING PARTICIPATION IN OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES CONTRACTS FOR THE PURCHASE OF A 2023 CHEVROLET TAHOE PPV POLICE VEHICLE FOR USE BY THE POLICE DEPARTMENT OF THE CITY; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO DO ALL THINGS NECESSARY TO ENTER INTO AN AGREEMENT IN CONNECTION THEREWITH, AND DECLARING AN EMERGENCY.
- Ordinance No. 2023-170 by Mayor Perciak and All Members of Council. AN ORDINANCE AMENDING THE GENERAL SALARY ORDINANCE TO AMEND SECTIONS 5-040, 5-070, 5-074, 5-095, 5-119, 5-138, 6-003, 9-002, 9-003, 9-007, 9-008, 9-009 AND 9-011, IN ORDER TO ADJUST CERTAIN PROVISIONS CONCERNING SALARY AND HOURLY PAY RANGE SCHEDULES; TO FIX THE COMPENSATION OF CERTAIN SALARIED AND HOURLY EMPLOYEES; REPEALING ALL OTHER ORDINANCES IN CONFLICT HEREWITH; AND DECLARING AN EMERGENCY.
- Resolution No. 2023-171 by Mayor Perciak and All Members of Council. A RESOLUTION GRANTING PERMISSION TO REPURCHASE CERTAIN CERTIFICATES FOR BURIAL RIGHTS IN THE STRONGSVILLE MUNICIPAL CEMETERY. [Kovacevich]
- Ordinance No. 2023-172 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A PURCHASE AGREEMENT FOR CERTAIN PROPERTY LOCATED ON HOWE ROAD, AND DECLARING AN EMERGENCY.

- Ordinance No. 2023-173 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A PURCHASE AGREEMENT FOR CERTAIN PROPERTY LOCATED AT 16028 SHURMER ROAD, AND DECLARING AN EMERGENCY.

11. COMMUNICATIONS, PETITIONS AND CLAIMS:

12. MISCELLANEOUS BUSINESS:

13. ADJOURNMENT:

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2023 – 159

By: Mayor Perciak and All Members of Council

AN ORDINANCE AMENDING SECTIONS 1252.15 AND 1252.16 OF TITLE SIX OF PART TWELVE-PLANNING AND ZONING CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE CONCERNING ACCESSORY BUILDINGS AND PROJECTIONS INTO YARDS 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 1252.15 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:

**CHAPTER 1252
Residential Districts**

* * *

1252.15 YARDS FOR ACCESSORY BUILDINGS AND USES.

Any accessory use permitted in a residential district may either occupy a part of the main building, occupy a separate accessory building, occupy an unenclosed structure, or constitute an accessory land use. **“Unenclosed structure” for purposes of this Section, means a structure, with or without a permanent roof, that is open on at least three (3) sides with no walls, windows, or other enclosure of any type except insect screens. Unenclosed structures does not include decks with no roofs, which are governed by Section 1252.16(e) for allowable deck zoning requirements.** Separate accessory buildings, other than a private garage, and unenclosed structures that are capable of being occupied, shall comply with the following schedule:

Land Area of Accessory Building Lot (Sq. Ft.)	Accessory Building and Unenclosed Structure Size/Location		
	Maximum Permitted Accessory Building (Sq. Ft.)	Maximum Permitted Unenclosed Structure (Sq. Ft.)	Minimum Setback From Rear/Side Lot in Feet
Less than 34,000	492 200	200 400	5
Between 34,000 and less than 43,560	323 400	320 400	5
Between 43,560 and less than 87,120	400 500	400 500	5
Between 87,120 and less than 130,680	480 600	400 500	5
Between 130,680 and less than 174,240	576 700	600 800	10
Between 174,240 and less than 217,800	720 800	600 800	10
Between 217,800 and less than 261,360	800 900	800	10
Between 261,360 and less than 304,920	862 1,000	800	10

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2023 – 159

Between 304,920 and less than 348,480	915 1,100	1200	15
Between 348,480 and less than 392,040	1,045 1,200	1200	15
Between 392,040 and less than 435,600	1,176 1,300	1200	15
Equal to or greater than 435,600	1,307 1,400	1200	15

(a) Accessory Building Location in ER, R1-125, R1-100 and R1-75 Districts. Any accessory building or detached private garage shall not be located within twenty (20) feet of the main building and shall not be located within twenty (20) feet of any dwelling on an adjacent residential lot, provided, however, that unenclosed accessory structures, such as gazebos, pergolas and trellises, may be located within twenty (20) feet of the dwelling to which they are accessory. Any accessory building or detached private garage shall not project into a front or into a side yard. An accessory building or private garage may, however, be located in a rear yard but no closer to the rear or side lot line as set forth in the Schedule in 1252.15.

On corner lots, an accessory building shall be set back from the side street line not less than the required setback for the adjacent main building of the butt lot plus an additional five feet.

Accessory buildings shall not be permitted in OF-C and RT-C Districts as an accessory use to a cluster or townhouse dwelling in a cluster development.

~~(Ord. 2022-122. Passed 11-7-22.)~~

(b) Any accessory building designed or intended for the use of a motor vehicle or boat, or an accessory building with a door or doors that equal or exceed six (6) feet in height and seven (7) feet in width shall be considered an accessory building designed for vehicle storage and shall be provided with a driveway. A driveway or a motor vehicle use area to an accessory building designed for vehicle storage shall be hard surfaced as set out in Chapter 1436 of the Codified Ordinances or be surfaced with a permeable porous paver system (Filterpack, Geoblock or equal) in a manner approved by the Building Commissioner.

(c) Distances from Accessory Uses to Buildings and Streets in RMF-1 Districts. The minimum distances from any accessory uses such as storage garages, parking areas, driveways, walks and recreation areas to certain walls of main buildings, streets and boundaries of the development area shall be not less than set forth in the schedule that follows:

MINIMUM DISTANCES FOR ACCESSORY USES IN RMF-1 DISTRICTS						
Accessory Building or Use	To Walls of Main Buildings		To Streets		To Side and Rear Lot Lines Adjacent To	
	Main (ft.)	End (ft.)	Public (ft.)	Project (ft.)	R1 & R2 District (ft.)	RMF District (ft.)
Storage garage	30(a)	15(a)	(b)	(8)	5	5
Parking area & Driveway (c)	30	10	20(b)	5(d)	10	5
Project walk	10(e)	5	(f)	(f)	5	3

Areas for active recreation	30	15	(g)	10	40	15
(a) Garage may be in basement ground floor or not less than set forth in this schedule.						
(b) Storage garage not permitted in required front yard.						
(c) If the driveway is designed as a part of the building entrance, it may be less than set forth in this schedule for that section near the entrance.						
(d) Parking area only.						
(e) A project walk may be less than ten feet, but not less than five feet, from a main wall if All the windows have sills at least eight feet above the finish grade.						
(f) Not applicable.						
(g) Recreation areas not permitted in required front yard.						

(Ord. 2012-085. Passed 9-17-12.)

Section 2. That Section 1252.16 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:

1252.16 PROJECTIONS INTO YARDS.

A projection is that part or feature of a building which extends or projects outside of the main building walls. It is intended that certain features may project into required yards but they shall be regulated so as not to substantially interfere with the reception of sun, light, air and the use of adjacent lots. Building features may project into a front, side or rear yard of a dwelling as follows:

- (a) Architectural Features. A belt course, balcony, cornice, gutter or chimney may project into a front and side yard for a distance of two feet provided no part is less than three feet from any side lot line.
- (b) Entrance Features. Ground level open platforms, landings, or terraces not exceeding 120 square feet in area may extend up to ten feet into the required front yard. Steps or other features not extending above the first floor level of a building may extend up to six feet into a required front yard and three feet into a required side yard provided that no part is less than three feet from any lot line.
- (c) Enclosed Shelters. An enclosed entry, enclosed porch or enclosed deck may be constructed as part of the dwelling, but shall not project into any required yard area.
- (d) Unenclosed Shelters. An entrance hood or open but roofed porch may project up to six feet into a required front yard or required rear yard and three feet into a required side yard.
- (e) Unenclosed Patio or Deck.
 - (1) On a lot with a one-family dwelling or two-family dwelling, an unenclosed patio or deck may project into a required rear yard provided such deck or patio is set back not less than five (5) feet from any side or rear lot line, and does not encroach into any easement.
 - (2) On a lot with a one-family cluster or a townhouse dwelling, an unenclosed patio or deck may project into a required rear yard provided such deck or patio is set back not less than ten (10) feet from the rear lot line, and does not encroach into an easement, and thirty-five (35) feet from any adjoining side or rear lot line of

any single family dwelling lot and does not encroach into any easement; except that, if the Planning Commission has approved the location and arrangement of unenclosed patios or decks for the cluster or townhouse area in conjunction with the approval of the detailed site plan of such area, then such approval shall govern.

- (f) Maximum Impervious Area. **Regardless of any other provisions in Sections 1252.15 and 1252.16, the aggregate area of decks, shelters, patios, sheds, gazebos, or any other accessory building or use, and other features with impervious surfaces shall not cover more than fifty percent (50%) of any designated rear yard area.**

~~(Ord. 2022-122. Passed 11-7-22.)~~

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

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

Section 5. That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

First reading: November 20, 2023

Referred to Planning Commission

Second reading: _____

November 21, 2023

Third reading: _____

Favorable recommendation
 Approved: by Planning Commission
November 30, 2023

Public Hearing: _____

 President of Council

Approved: _____
 Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
 Clerk of Council

Ord. No. 2023-159 Amended: _____
 1st Rdg. 11-20-23 Ref: PCT P2E
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE
OFFICE OF THE COUNCIL

MEMORANDUM

TO: Mitzi Anderson, Administrator to Boards & Commissions
FROM: Marialena Beach, Council Secretary
DATE: November 21, 2023
SUBJECT: Referral from Council: Ordinance No. 2023-159

At its regular meeting of November 20, 2023, City Council referred the following Ordinance to the Planning Commission for its report and recommendation thereon:

- Ordinance No. 2023-159 by Mayor Perciak and All Members of Council. AN ORDINANCE AMENDING SECTIONS 1252.15 AND 1252.16 OF TITLE SIX OF PART TWELVE-PLANNING AND ZONING CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE CONCERNING ACCESSORY BUILDINGS AND PROJECTIONS INTO YARDS IN RESIDENTIAL DISTRICTS.

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

MB
Attachments

MEMO

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

FROM: Mitzi Anderson, Administrator, Boards & Commissions

SUBJECT: Referrals to Council

DATE: December 1, 2023

Please be advised that at its meeting of November 30, 2023, the Strongsville Planning Commission gave Favorable Recommendation to the following;

ORDINANCE NO. 2023-159:

An Ordinance Amending Sections 1252.15 and 1252.16 of Title Six of Part Twelve-Planning and Zoning Code of the Codified Ordinances of the City of Strongsville Concerning Accessory Buildings and Projections into Yards in Residential Districts

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2023 – 165

By: Mayor Perciak and All Members of Council

AN ORDINANCE DECLARING IMPROVEMENTS TO A CERTAIN PARCEL OF REAL PROPERTY TO BE A PUBLIC PURPOSE, DESCRIBING THE PUBLIC IMPROVEMENTS TO BE MADE TO DIRECTLY BENEFIT SUCH PARCEL, REQUIRING THE OWNERS OF THE IMPROVEMENTS ON SUCH PARCEL TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES, ESTABLISHING A **CHIEFFALO'S** MUNICIPAL PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND FOR THE DEPOSIT OF SUCH SERVICE PAYMENTS PURSUANT TO OHIO REVISED CODE SECTIONS 5709.40, 5709.42 AND 5709.43, AND DECLARING AN EMERGENCY.

WHEREAS, Ohio Revised Code Sections 5709.40, 5709.42 and 5709.43 (the "Act") provide that this Council may describe public improvements to be made which directly benefit certain parcels, declare Improvements (as defined in Ohio Revised Code Section 5709.40) with respect to such parcels of real property located in the City of Strongsville (the "City") to be a public purpose, thereby authorizing the exemption of those Improvements from real property taxation for a period of time, and provide for the making of service payments in lieu of taxes by the owner of such parcels, and establish a municipal public improvement tax increment equivalent fund into which such service payments shall be deposited; and

WHEREAS, to improve the flow of traffic in and around the parcel described in **Exhibit A** hereto, as such parcel may be consolidated or split (collectively, the "Property"), this Council may cause construction of one or more of the public improvements described in **Exhibit B** hereto (collectively, the "Public Improvements"), that once made will directly benefit the Property and the City and its residents; and

WHEREAS, the City has determined that it is necessary and appropriate and in the best interests of the City to provide for service payments in lieu of taxes with respect to the Property pursuant to Section 5709.42 of the Ohio Revised Code (the "Service Payments") to pay costs of the Public Improvements; and

WHEREAS, the Strongsville City School District and Polaris Joint Vocational School District have been notified of this Ordinance consistent with Ohio Revised Code Section 5709.83.

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

Section 1. The Public Improvements described in **Exhibit B** hereto, if made or caused to be made by the City, are hereby designated as those Public Improvements that directly benefit, or that once made will directly benefit, the Property, and are determined to be necessary for the public health, safety and welfare.

Section 2. Pursuant to and in accordance with the provisions of Ohio Revised Code Section 5709.40, and, in particular, Section 5709.40(B), this Council hereby finds and determines that 100% of the increase in the assessed value of the Property that would first appear on the tax list and duplicate of real property after the effective date of this Ordinance (which increase in assessed value is herein referred to as the "Improvement" or "Improvements" as defined in said Section 5709.40) is a public purpose, and 100% of said Improvement is hereby declared to be a public purpose for a period of 30 years and exempt from taxation commencing

with the tax year following the year in which this Ordinance is passed and ending on the earlier of (1) the date the Improvements have been exempted from taxation for a period of 30 years or (2) the date on which the City has collected into the Fund established in Section 4 hereof a total amount of Service Payments available for and sufficient to pay the costs provided in Section 4 hereof; provided, however, that Service Payments shall be paid to the Strongsville City School District and Polaris Joint Vocational School District in the amount of the taxes that would have been payable to the Strongsville City School District and Polaris Joint Vocational School District, as applicable, if the Improvements had not been exempted from taxation.

Section 3. As provided in Section 5709.42 of the Revised Code, the owner or owners of the Improvement are hereby required to and shall pay the Service Payments to the County Treasurer on or before the final dates for payment of real property taxes, which Service Payments, together with any associated rollback payments, shall be deposited in the **CHIEFFALO'S** Municipal Public Improvement Tax Increment Equivalent Fund established in Section 4 hereof. In accordance with Ohio Revised Code Section 5709.42, the County Treasurer shall distribute a portion of the Service Payments directly to the Strongsville City School District and Polaris Joint Vocational School District in an amount equal to the property tax payments the Strongsville City School District and Polaris Joint Vocational School District, as applicable, would have received from the portion of the Improvements exempted from taxation, had such Improvements not been exempted from taxation. This Council hereby authorizes the Mayor, Director of Finance and Law Director, and other appropriate officers of the City, to provide such information and certifications, and execute and deliver or accept delivery of such instruments, as are necessary or incidental to collect those Service Payments, and to make such arrangements as are necessary and proper for payment of the Service Payments.

Section 4. This Council hereby establishes pursuant to and in accordance with the provisions of Section 5709.43 of the Ohio Revised Code, the **CHIEFFALO'S** Public Improvement Tax Increment Equivalent Fund (the "Fund"), into which shall be deposited all of the Service Payments and any associated rollback payments distributed to the City with respect to the Improvements on the Property by or on behalf of the County Treasurer, as provided in Section 5709.42 of the Ohio Revised Code, and hereby agrees that moneys in that fund shall be used for any or all of the following purposes:

- (i) to pay any and all planning, engineering, acquisition, construction, installation, financing costs, and any and all other direct and indirect costs of the Public Improvements, including those costs set forth in Ohio Revised Code Section 133.15(B);
- (ii) to pay the interest on and principal of bonds or notes, and premium, if any, including refunding or additional bonds or notes or other obligations issued or loans entered into by the City or other governmental entity to finance costs of the Public Improvements until such notes or bonds or other obligations or loans are paid in full, and to pay any trustee, administrative and other costs related to servicing the obligations and providing and replenishing a reserve fund and to pay any costs charged by the issuer of the obligations; and
- (iii) to reimburse the City, or other governmental entity for any funds used to pay costs of the Public Improvements, or to pay interest, principal, or premium, and related costs on any of the aforesaid notes, bonds, loans or other obligations, prior to receipt of Service Payments.

The Fund shall remain in existence so long as the Service Payments are collected and used for the aforesaid purposes, after which said Fund shall be dissolved in accordance with said Section 5709.43.

Section 5. Pursuant to Section 5709.40 of the Ohio Revised Code, the Clerk of Council is hereby directed to deliver a copy of this Ordinance to the Director of the Ohio Department of Development within fifteen days after its passage. On or before March 31 of each year that the exemption set forth in Section 2 hereof remains in effect, the Mayor or other authorized officer of this City shall prepare and submit to the Director of the Ohio Department of Development the status report required under Section 5709.40 of the Ohio Revised Code.

Section 6. This Council finds and determines that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 7. This Ordinance is 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 Ordinance is required to be immediately effective in order to eliminate existing hazards to vehicular traffic; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor, provided it receives the affirmative vote of at least two-thirds of the members of the Council, otherwise it 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

Ord. No. 2023-165 Amended: _____
 1st Rdg. 11-20-23 Ref: Finance
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

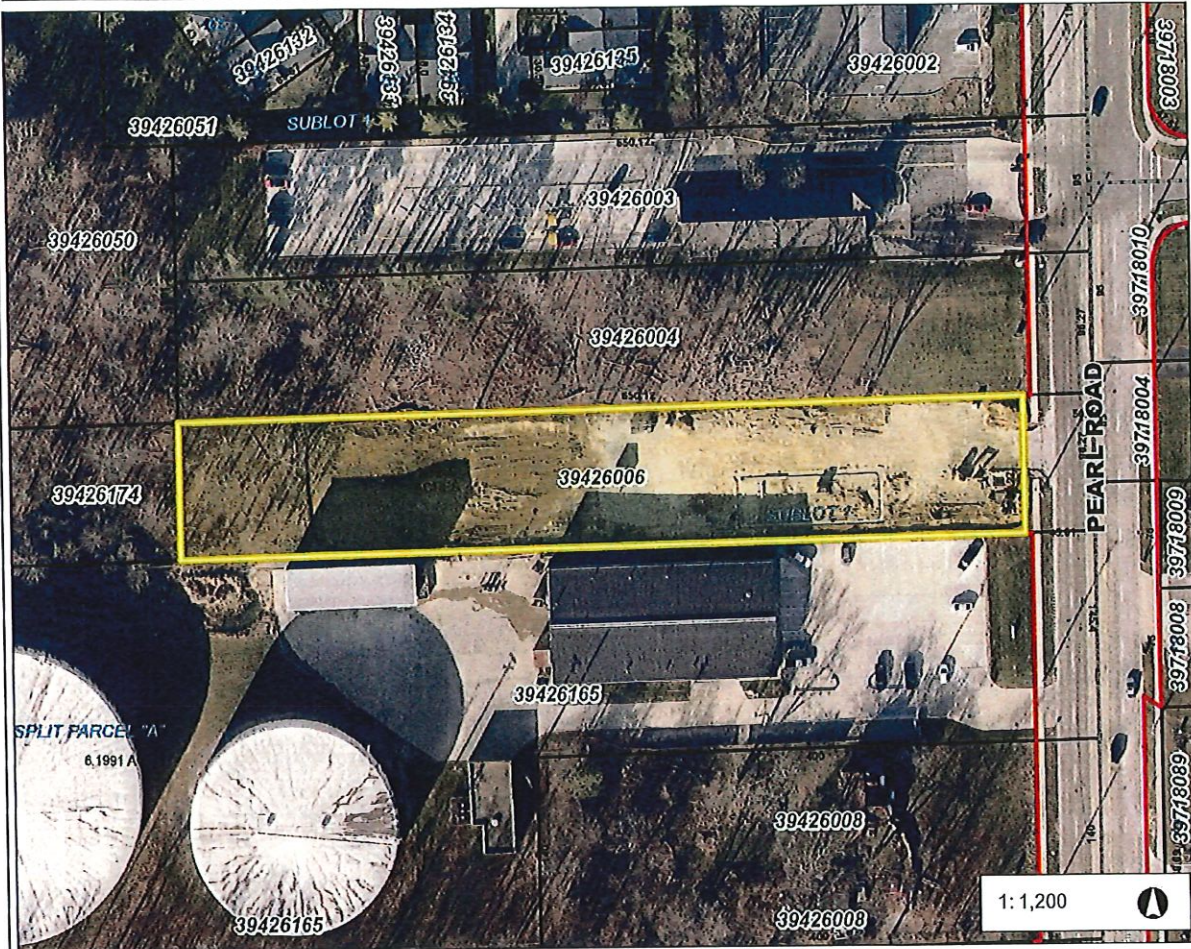
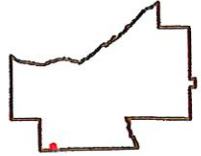
EXHIBIT A
THE PROPERTY

CITY OF STRONGSVILLE
CHIEFFALO'S TIF Parcel Number

394-26-006



Cuyahoga County GIS Viewer

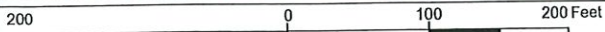


Date Created: 10/30/2023

Legend

- Municipalities
- Right Of Way
- Platted Centerline
- Parcel

**Chieffalo's Auto
Repair**
PPN 394-26-006



Projection:
WGS_1984_Web_Mercator_Auxiliary_Sphere

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Cuyahoga County
Enterprise GIS
PUTTING CUYAHOGA COUNTY ON THE MAP

EXHIBIT B

DESCRIPTION OF THE PUBLIC IMPROVEMENTS

The Public Improvements consist of

- (i) the widening of and other improvements to Pearl Road from terminus to terminus and, including improvements to, or construction or installation of, intersections, signalization, public utilities, curbs, sidewalks, lighting, and storm water management facilities, acquisition of real estate in connection therewith, and all related improvements,
- (ii) the widening of and other improvements to Drake Road from terminus to terminus, including improvements to, or construction or installation of, intersections, signalization, public utilities, curbs, sidewalks, lighting, and storm water management facilities, acquisition of real estate in connection therewith, and all related improvements,
- (iii) the widening of and other improvements to Prospect Road from terminus to terminus, including improvements to, or construction or installation of, intersections, signalization, public utilities, curbs, sidewalks, lighting, and storm water management facilities, acquisition of real estate in connection therewith, and all related improvements,
- (iv) the widening of and other improvements to Boston Road from terminus to terminus, including improvements to, or construction or installation of, intersections, signalization, public utilities, curbs, sidewalks, lighting, and storm water management facilities, acquisition of real estate in connection therewith, and all related improvements,

The Public Improvements further include the construction of or improvements to any other public streets, utilities and public facilities in and around the Property and directly benefiting the Property.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2023 – 166

By: Mayor Perciak and All Members of Council

AN ORDINANCE DECLARING IMPROVEMENTS TO A CERTAIN PARCEL OF REAL PROPERTY TO BE A PUBLIC PURPOSE, DESCRIBING THE PUBLIC IMPROVEMENTS TO BE MADE TO DIRECTLY BENEFIT SUCH PARCEL, REQUIRING THE OWNERS OF THE IMPROVEMENTS ON SUCH PARCEL TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES, ESTABLISHING A **HERZOG** MUNICIPAL PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND FOR THE DEPOSIT OF SUCH SERVICE PAYMENTS PURSUANT TO OHIO REVISED CODE SECTIONS 5709.40, 5709.42 AND 5709.43, AND DECLARING AN EMERGENCY.

WHEREAS, Ohio Revised Code Sections 5709.40, 5709.42 and 5709.43 (the "Act") provide that this Council may describe public improvements to be made which directly benefit certain parcels, declare Improvements (as defined in Ohio Revised Code Section 5709.40) with respect to such parcels of real property located in the City of Strongsville (the "City") to be a public purpose, thereby authorizing the exemption of those Improvements from real property taxation for a period of time, and provide for the making of service payments in lieu of taxes by the owner of such parcels, and establish a municipal public improvement tax increment equivalent fund into which such service payments shall be deposited; and

WHEREAS, to improve the flow of traffic in and around the parcels described in **Exhibit A** hereto, as such parcel may be consolidated or split (collectively, the "Property"), this Council may cause construction of one or more of the public improvements described in **Exhibit B** hereto (collectively, the "Public Improvements"), that once made will directly benefit the Property and the City and its residents; and

WHEREAS, the City has determined that it is necessary and appropriate and in the best interests of the City to provide for service payments in lieu of taxes with respect to the Property pursuant to Section 5709.42 of the Ohio Revised Code (the "Service Payments") to pay costs of the Public Improvements; and

WHEREAS, the Strongsville City School District and Polaris Joint Vocational School District have been notified of this Ordinance consistent with Ohio Revised Code Section 5709.83.

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

Section 1. The Public Improvements described in **Exhibit B** hereto, if made or caused to be made by the City, are hereby designated as those Public Improvements that directly benefit, or that once made will directly benefit, the Property, and are determined to be necessary for the public health, safety and welfare.

Section 2. Pursuant to and in accordance with the provisions of Ohio Revised Code Section 5709.40, and, in particular, Section 5709.40(B), this Council hereby finds and determines that 100% of the increase in the assessed value of the Property that would first appear on the tax list and duplicate of real property after the effective date of this Ordinance (which increase in assessed value is herein referred to as the "Improvement" or "Improvements" as defined in said Section 5709.40) is a public purpose, and 100% of said Improvement is hereby declared to be a public purpose for a period of 30 years and exempt from taxation commencing

with the tax year following the year in which this Ordinance is passed and ending on the earlier of (1) the date the Improvements have been exempted from taxation for a period of 30 years or (2) the date on which the City has collected into the Fund established in Section 4 hereof a total amount of Service Payments available for and sufficient to pay the costs provided in Section 4 hereof; provided, however, that Service Payments shall be paid to the Strongsville City School District and Polaris Joint Vocational School District in the amount of the taxes that would have been payable to the Strongsville City School District and Polaris Joint Vocational School District, as applicable, if the Improvements had not been exempted from taxation.

Section 3. As provided in Section 5709.42 of the Revised Code, the owner or owners of the Improvement are hereby required to and shall pay the Service Payments to the County Treasurer on or before the final dates for payment of real property taxes, which Service Payments, together with any associated rollback payments, shall be deposited in the **HERZOG** Municipal Public Improvement Tax Increment Equivalent Fund established in Section 4 hereof. In accordance with Ohio Revised Code Section 5709.42, the County Treasurer shall distribute a portion of the Service Payments directly to the Strongsville City School District and Polaris Joint Vocational School District in an amount equal to the property tax payments the Strongsville City School District and Polaris Joint Vocational School District, as applicable, would have received from the portion of the Improvements exempted from taxation, had such Improvements not been exempted from taxation. This Council hereby authorizes the Mayor, Director of Finance and Law Director, and other appropriate officers of the City, to provide such information and certifications, and execute and deliver or accept delivery of such instruments, as are necessary or incidental to collect those Service Payments, and to make such arrangements as are necessary and proper for payment of the Service Payments.

Section 4. This Council hereby establishes pursuant to and in accordance with the provisions of Section 5709.43 of the Ohio Revised Code, the **HERZOG** Public Improvement Tax Increment Equivalent Fund (the "Fund"), into which shall be deposited all of the Service Payments and any associated rollback payments distributed to the City with respect to the Improvements on the Property by or on behalf of the County Treasurer, as provided in Section 5709.42 of the Ohio Revised Code, and hereby agrees that moneys in that fund shall be used for any or all of the following purposes:

- (i) to pay any and all planning, engineering, acquisition, construction, installation, financing costs, and any and all other direct and indirect costs of the Public Improvements, including those costs set forth in Ohio Revised Code Section 133.15(B);
- (ii) to pay the interest on and principal of bonds or notes, and premium, if any, including refunding or additional bonds or notes or other obligations issued or loans entered into by the City or other governmental entity to finance costs of the Public Improvements until such notes or bonds or other obligations or loans are paid in full, and to pay any trustee, administrative and other costs related to servicing the obligations and providing and replenishing a reserve fund and to pay any costs charged by the issuer of the obligations; and
- (iii) to reimburse the City, or other governmental entity for any funds used to pay costs of the Public Improvements, or to pay interest, principal, or premium, and related costs on any of the aforesaid notes, bonds, loans or other obligations, prior to receipt of Service Payments.

The Fund shall remain in existence so long as the Service Payments are collected and used for the aforesaid purposes, after which said Fund shall be dissolved in accordance with said Section 5709.43.

Section 5. Pursuant to Section 5709.40 of the Ohio Revised Code, the Clerk of Council is hereby directed to deliver a copy of this Ordinance to the Director of the Ohio Development within fifteen days after its passage. On or before March 31 of each year that the exemption set forth in Section 2 hereof remains in effect, the Mayor or other authorized officer of this City shall prepare and submit to the Director of the Ohio Department of Development the status report required under Section 5709.40 of the Ohio Revised Code.

Section 6. This Council finds and determines that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 7. This Ordinance is 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 Ordinance is required to be immediately effective in order to eliminate existing hazards to vehicular traffic; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor, provided it receives the affirmative vote of at least two-thirds of the members of the Council, otherwise it 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

Ord. No. 2023-166 Amended: _____
1st Rdg. 11-20-23 Ref: Finance
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

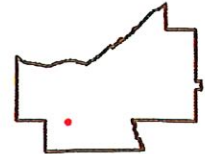
EXHIBIT A
THE PROPERTY

CITY OF STRONGSVILLE
HERZOG TIF Parcel Number

395-13-037



Cuyahoga County GIS Viewer

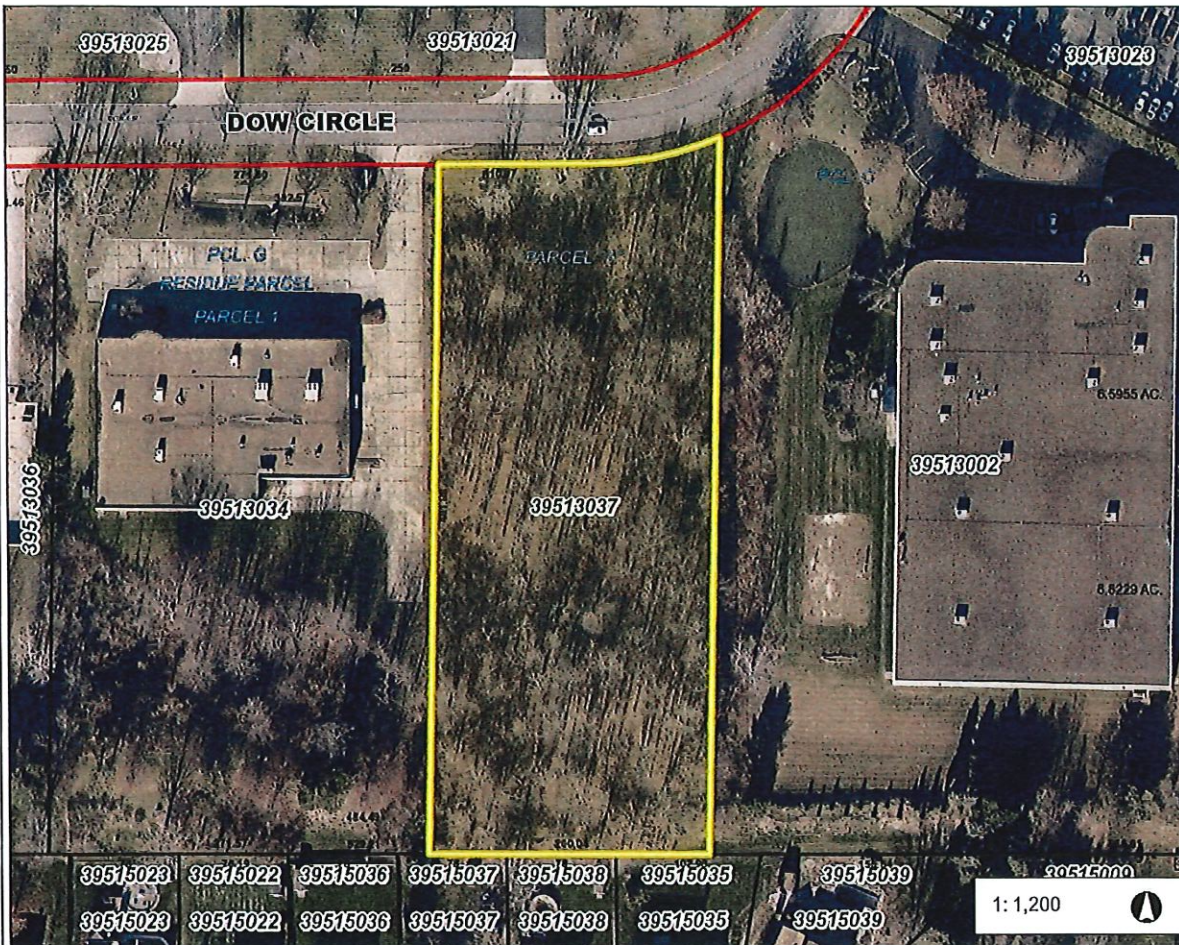


Date Created: 10/30/2023

Legend

- Municipalities
- Right Of Way
- Platted Centerline
- Parcel

Herzog
Automation
PPN 395-13-037



200 0 100 200 Feet

Projection:
WGS_1984_Web_Mercator_Auxiliary_Sphere

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Cuyahoga County
Enterprise GIS
PUTTING CUYAHOGA COUNTY ON THE MAP

EXHIBIT B

DESCRIPTION OF THE PUBLIC IMPROVEMENTS

The Public Improvements consist of

- (i) the widening of and other improvements to Dow Circle from terminus to terminus and, including improvements to, or construction or installation of, intersections, signalization, public utilities, curbs, sidewalks, lighting, and storm water management facilities, acquisition of real estate in connection therewith, and all related improvements,
- (ii) the widening of and other improvements to W Sprague Road from terminus to terminus, including improvements to, or construction or installation of, intersections, signalization, public utilities, curbs, sidewalks, lighting, and storm water management facilities, acquisition of real estate in connection therewith, and all related improvements,
- (iii) the widening of and other improvements to Webster Road from terminus to terminus, including improvements to, or construction or installation of, intersections, signalization, public utilities, curbs, sidewalks, lighting, and storm water management facilities, acquisition of real estate in connection therewith, and all related improvements,
- (iv) the widening of and other improvements to Whitney Road from terminus to terminus, including improvements to, or construction or installation of, intersections, signalization, public utilities, curbs, sidewalks, lighting, and storm water management facilities, acquisition of real estate in connection therewith, and all related improvements,
- (v) the widening of and other improvements to Pearl Road from terminus to terminus, including improvements to, or construction or installation of, intersections, signalization, public utilities, curbs, sidewalks, lighting, and storm water management facilities, acquisition of real estate in connection therewith, and all related improvements,

The Public Improvements further include the construction of or improvements to any other public streets, utilities and public facilities in and around the Property and directly benefiting the Property.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2023 – 169

By: Mayor Perciak and All Members of Council

AN ORDINANCE REQUESTING PARTICIPATION IN OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES CONTRACTS FOR THE PURCHASE OF A 2023 CHEVROLET TAHOE PPV POLICE VEHICLE FOR USE BY THE POLICE DEPARTMENT OF THE CITY; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO DO ALL THINGS NECESSARY TO ENTER INTO AN AGREEMENT IN CONNECTION THEREWITH, AND DECLARING AN EMERGENCY.

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

WHEREAS, this Council wishes to take advantage of that opportunity in connection with the purchase of one (1) 2023 Chevrolet Tahoe PPV police vehicle from Tim Lally Chevrolet, with certain basic options and added appurtenances (Contract No. RSI016980, Index No. GDC050), for use by the Police Department.

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

Section 1. That the Mayor be and is hereby authorized and directed to request authority in the name of the City of Strongsville to participate in the Ohio Department of Administrative Services contracts for the purchase through **TIM LALLY CHEVROLET** of one (1) 2023 Chevrolet Tahoe PPV police vehicle, with certain basic options and added appurtenances, for a total amount not to exceed \$43,752.00, for use by the Police Department of the City, as indicated on Exhibit A attached hereto and incorporated herein, which the Department has entered into pursuant to Revised Code Section 5513.01(B).

Section 2. That the City of Strongsville hereby agrees to be bound by the terms and conditions prescribed by the Director of Administrative Services for such purchases and to directly pay the vendor, under each such contract of the Ohio Department of Administrative Services in which the City participates for items it receives pursuant to the contract.

Section 3. That the Mayor and Director of Finance be and are hereby authorized to enter into and execute such agreements and documents as may be necessary to participate in the Ohio Department of Administrative Services Cooperative Purchasing Program.

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

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

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2023 – 169
Page 2

Section 6. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare, and for the further reason that it is immediately necessary to participate in such program and purchase such vehicle in order to maintain continuity in the operation of the Police Department, to provide for the safety and welfare of the public, 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. 2023-169 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

PURCHASER City of Strongsville
 ADDRESS 16099 Foltz Parkway
 CITY Strongsville STATE OH ZIP 44149
 RES. PHONE () _____
 BUS. PHONE (440) 570-8005
 E-MAIL Steven.Plorkowski@strongsville.org DATE 11/17/2023
 MOBILE NO. () _____

Invoice # _____

BUYERS ORDER

Tim Lally Chevrolet, Inc.
 24999 Miles Rd
 Warrensville Heights, Ohio 44128
 440-232-2000 Fax 440-232-2104

PLEASE ENTER MY ORDER FOR THE FOLLOWING DESCRIBED
 MOTOR VEHICLE: NEW USED DEMO RENTAL FACTORY OFFICIAL

DEAL NO. _____ CUSTOMER NO. _____

MILEAGE ON PURCHASED VEHICLE: _____
 Accurate Unless Marked Not Accurate NOT ACCURATE

VEHICLE SOLD:	MAKE	YEAR	MODEL	BODY TYPE	COLOR	TRIM	STK. NO.	SERIAL NO.
Chevrolet		2023	Tahoe PPV	4x4	Black		T230049	1GNSKLED5PR149988

TRADE IN RECORD - TRADE 1

YEAR	MAKE	MODEL	TYPE

MILEAGE: (Accurate Unless Marked Not Accurate) Not Accurate Salvage Vehicle? Yes

BALANCE OWED \$ _____ (Good Until _____) Trade-In Allowance _____

TRADE IN RECORD - TRADE 2

YEAR	MAKE	MODEL	TYPE

MILEAGE: (Accurate Unless Marked Not Accurate) Not Accurate Salvage Vehicle? Yes

BALANCE OWED \$ _____ (Good Until _____) Trade-In Allowance _____

REMARKS:

DEPOSIT (PARTIAL PAYMENT) RECEIPT - Purchaser hereby provides to the Dealer the sum of \$ _____ as Non-Refundable Deposit/Partial Payment for the vehicle described above. If this Receipt is for a Deposit, Dealer will refrain from selling the described vehicle for _____ days from the date of Deposit.

NEGATIVE EQUITY DISCLOSURE & CONSENT - I am aware that the balance owed on my trade-in vehicle or the amount owed on my lease turn in vehicle exceeds the trade-in allowance from the dealer. As a result, I have requested that the "Total Due" be increased by the difference, \$ _____ (known as negative equity).

ARBITRATION - I agree that any dispute arising from this transaction will go to arbitration and I have executed a detailed arbitration agreement which is fully incorporated herein. Arbitration is not required for the purchase or financing of your vehicle.

PRICE OF VEHICLE	\$ 39850.00
OTHER GOODS & SERVICES	SSV 4x4 2995.00
AMF 4 Key Fobs	80.00
6J4 Horn Circuit Wiring	60.00
6C7 Red and White Front Dome Light	173.00
6J3 Grill Lamp/Siren Speaker Wiring	98.00
9G8 Delete Daytime Running Lights	55.00
6E2 Key Common	28.00
BCV Auto Door Lock Disable	50.00
NHT Max Trailering Package	350.00
DOCUMENTARY SERVICE FEE	
TOTAL PRICE	43737.00
TRADE-IN ALLOWANCE(S)	()
TAX BASE	
SALES TAX	EXEMPT %
TITLE FEE	15.00
REGISTRATION FEE	
PLUS PAYOFF ON TRADE VEHICLE(S)	
TOTAL DUE	43752.00
LESS INITIAL PAYMENT CASH DOWN	\$
LESS REBATE/FACTORY INCENTIVE	
LESS REBATE/FACTORY INCENTIVE	
BALANCE DUE	\$ 43752.00

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES, UNLESS DEALER FURNISHES PURCHASER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF. DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE VEHICLE AND ANY RELATED PRODUCTS AND SERVICES SOLO BY DEALER. DEALER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THE VEHICLE AND THE RELATED PRODUCTS AND SERVICES. IN THE EVENT THAT A WRITTEN WARRANTY IS PROVIDED BY DEALER OR A SERVICE CONTRACT IS SOLD BY DEALER ON ITS OWN BEHALF, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE TERM OF THE WRITTEN WARRANTY/SERVICE CONTRACT.

CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY) THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE, OULA PARA COMPRADORES DE VEHICULOS USADOS. LA INFORMACION QUE APARECE EN LA VENTANILLA DE ESTE VEHICULO FORMA PARTE DE ESTE CONTRATO. LA INFORMACION CONTENIDA EN EL FORMULARIO DE LA VENTANILLA ANULA CUALQUIER PREVISION QUE ESTABLEZCA LO CONTRARIO QUE APAREZCA EN EL CONTRATO DE VENTA.

If the purchase of the motor vehicle described herein is to be financed this agreement is subject to credit approval and assignment of a retail installment sales contract to a financial institution, and the Annual Percentage Rate (APR) may be negotiated with dealer and dealer may receive compensation for arranging financing on customer's behalf. These documents are fully incorporated herein (where applicable): Conditional/Spot Delivery Agreement, We Own/Delivery Report and Used Vehicle Limited Warranty. **NO ORAL REPRESENTATIONS HAVE BEEN MADE TO THE PURCHASER** and all terms of the agreement are contained on the front and back of this agreement and any documents incorporated herein. I have read the terms and conditions of this Agreement, both on front and back, and agree to them. I certify that I am at least 18 years old, and acknowledge receipt of a copy of this agreement. I UNDERSTAND THAT THIS RETAIL BUYERS ORDER IS NOT BINDING UNLESS ACCEPTED BY DEALER OR HIS AUTHORIZED AGENT.

This motor vehicle contract is executed this _____ day of _____, 2023.
 PURCHASER(S) Tim Lally
 SALESPERSON _____

ACCEPTED BY AUTHORIZED AGENT _____

EXHIBIT A

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2023 – 170

By: Mayor Perciak and All Members of Council

AN ORDINANCE AMENDING THE GENERAL SALARY ORDINANCE TO AMEND SECTIONS 5-040, 5-070, 5-074, 5-095, 5-119, 5-138, 6-003, 9-002, 9-003, 9-007, 9-008, 9-009 AND 9-011, IN ORDER TO ADJUST CERTAIN PROVISIONS CONCERNING SALARY AND HOURLY PAY RANGE SCHEDULES; TO FIX THE COMPENSATION OF CERTAIN SALARIED AND HOURLY EMPLOYEES; REPEALING ALL OTHER ORDINANCES IN CONFLICT HEREWITH; AND DECLARING AN EMERGENCY.

WHEREAS, this Council has determined to amend certain provisions in Article 5 Position Plan, Sections 5-040, 5-070, 5-074, 5-095, 5-119 and 5-138; amend the provisions concerning salary and hourly pay range schedules in Article 6, Section 6-003 in order to increase the compensation of certain full-time employees by 2.50%; amend Sections 9-002, 9-003, 9-007, 9-008, 9-009 and 9-011; and adjust the compensation of certain elected and appointed officials, all to be effective January 1, 2024.

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

Section 1. That the General Salary Ordinance be and is hereby amended in order that it shall read in its entirety as follows:

ARTICLE 1
General Provisions

1-001 SHORT TITLE.

This Ordinance shall be known as "The General Salary Ordinance".

1-002 PERSONNEL PLAN.

This Ordinance, the position specifications developed pursuant to Article 3, and Administrative Rules and Regulations prescribed by the Mayor shall constitute the Personnel Plan which, together with the Rules and Regulations of the Civil Service Commission and duly authorized collective bargaining agreements in full force and effect, shall govern the personnel management functions of the City.

The Personnel Plan may be separately bound in bulk form under that Title for convenience in administration.

ARTICLE 2
Definitions

As used in, or in conjunction with, this General Salary Ordinance, unless otherwise specified herein or in the Codified Ordinances of the City or the context otherwise requires, the following words and phrases shall mean:

Abolishment - an action taken resulting in the elimination of a particular job or position.

Active Service - being present and able to perform the duties to which an employee of the City has been assigned and actually performing such duties.

Appointing Authority - an individual, officer, commissioner, agency, board, or body having the authority to appoint or remove a person from a position in the service of the City according to provisions contained in the law.

Appointment - the designation of a person to become an employee in a position, and his/her induction into employment in such position according to law.

Calendar Month - from the first day to and including the last day of any one of the twelve calendar months.

Calendar Week - seven consecutive calendar days, starting at 12:01 a.m. on Sunday and ending at Midnight the following Saturday.

Continuous Service - service in a position with the City without any interruption after an appointment or reinstatement. Continuous service shall not be deemed to be interrupted by absence on authorized and approved sick leave or other authorized and approved leave, provided the employee returns to active employment with the City on or before the expiration of such leave.

Demotion - the change of an employee from a position in one pay range to a position in a different pay range having a lower maximum rate of pay.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2023 – 170

Page 3

Downgrading - the opposite of upgrading. An action taken by the Council causing a position to be reassigned from one pay range to a different pay range having a lower maximum rate of pay; or to a lower rate of pay if single rates are used to compensate workers.

Employee - means any incumbent of a position.

Intermittent Employment - an irregular work schedule that cannot be accurately predicted beyond the immediate future.

Officer - elected officials, department heads, and members of boards and commissions who receive their authority from provisions of the law.

Original Appointment - initial appointment of a person to a position in the municipal service, or appointment after service has been interrupted by resignation, retirement or discharge.

Overtime - time at work which has been authorized by a competent authority during which an employee is on duty or on authorized vacation leave, holiday leave, personal leave, or serving jury duty, working for the City in excess of the standard work week of forty (40) hours, except in the Division of Fire.

Paid Status - time in a position for which compensation is due for actual work performed plus time away from work for an authorized leave for which compensation is due.

Pay Period - that period of time for which an employee regularly receives compensation.

Pay Range - a division of a pay schedule, or compensation plan having a minimum rate, a maximum rate, and one or more intermediate steps.

Position - any office, employment, or job, calling for the performance of specific duties, and the exercise of specific responsibilities as determined by competent authority.

Probationary Period - an established period of time after appointment during which an employee is required to demonstrate his/her ability to perform the duties of a position to which the employee has been appointed in order to retain appointment to such position.

Promotion - the change of an employee from a position in one pay range to a position in a different pay range having a higher maximum rate of pay.

Regular Full-time - means an employee who is employed on a regular and continuing basis and for whom there is a reasonable expectancy that such employment will continue in excess of six (6) months and, excluding overtime, is in employment 1,560 or more hours per calendar year or an average of 35 or more hours per week.

Regular Part-time - means an employee who is employed on a regular and continuing basis and for whom there is a reasonable expectancy that such employment will continue in excess of six (6) months and, excluding overtime, is in employment less than 1,560 hours per calendar year.

Reinstatement - the return of a person to a position in the same position from which he/she resigned, or to a position in a lower pay range in the same occupational group providing such action is approved by the appointing authority within one year from the date of resignation.

Resignation - the voluntary termination of employment by an employee.

Seasonal – means an employee who is employed on a regular or part-time basis but limited to a specific season or per the stipulations of an applicable collective bargaining agreement.

Scheduled Working Time - regularly scheduled working time assigned by the appointing authority or an authorized designee.

Temporary Appointment - the appointment of a person selected by the appointing authority (without regard to the existence of an eligible list if the appointment is in the classified service) for a period not to exceed ninety (90) work days.

Upgrading - the opposite of downgrading. An action taken by Council raising a position to a higher rate or a range of pay by amending the General Salary Ordinance. Upgrading does not constitute a promotion.

Workday - a workday consists of a regularly scheduled work period assigned by the appointing authority in any twenty-four (24) hour period, except as otherwise specifically provided by ordinance.

Workweek - a regularly recurring period of seven (7) twenty-four (24) hour days consisting of five (5) workdays and two (2) days off, except as specifically otherwise provided by ordinance.

ARTICLE 3

Development and Maintenance of Position Plan

Article No.	Title
3-001	Objectives.
3-003	Composition of the Position Plan.
3-005	Position Specifications.
3-007	Use of the Plan.
3-009	Maintenance of the Plan.
3-011	Amendments to Position Plan.

3-001 OBJECTIVES.

The development of the employee position plan is for the purposes of establishing descriptive guides for positions in the City service; and, except where otherwise provided by a duly authorized collective bargaining agreement in full force and effect, to allocate positions to ranges of pay which are equitable in relation to all positions under the plan, and to otherwise allow for and promote an orderly and efficient administration of the personnel matters of the City.

It is not the purpose of this Ordinance or the establishment of the positions therein to determine the practicability of appointment or promotion to a position through competitive examination, or to otherwise regulate matters within the jurisdiction of the Civil Service Commission. The employee position plan shall include (a) the position schedule set forth in Article 5 of this Ordinance and (b) a complete inventory of all positions in the City service and accurate descriptions and specifications for each. In the plan, position titles shall be standardized and each of them shall be indicative of a definite range of duties and responsibilities and shall have the same meanings throughout the City service. Positions in the City service shall be reviewed to determine those which are approximately equal in difficulty and

responsibility, which call for the same general qualifications, and which can be compensated equitably within the same range of pay under similar working conditions.

3-003 COMPOSITION OF THE POSITION PLAN.

The position plan shall consist of:

- (a) Position titles, descriptive of the work of the position, which will identify each position, and which may be designated by a numerical code.
- (b) Written specifications for each position containing a description of the nature of work and relative responsibility; illustrative examples of work performed in the position; requirements in terms of knowledge, abilities, the type of experience and training generally providing these knowledge, abilities, and skills.
- (c) A list showing the pay range to which each position in the City service is allocated, set forth in Article 5, except where otherwise provided by collective bargaining agreement.

3-005 POSITION SPECIFICATIONS.

The specifications of the positions in the employee position plan and their various parts shall be used as a guide and have the following force and effect:

- (a) The specifications are descriptive and not restrictive. They shall not be construed as declaring to any extent, or in any way, what the minimum or maximum duties or responsibilities of any position shall be, or as limiting or in any way modifying the power of any appointing authority or administrative officer to assign, direct and control the work of employees under his supervision. The use of a particular expression or illustration shall not be held to exclude others not mentioned that are of similar kind or quality.
- (b) The written position specifications shall be on file with the Human Resources Director to serve as a manual of position specifications for convenience in administering the compensation plan and other personnel matters in the City.

3-007 USE OF THE PLAN.

The employee position plan may be used:

- (a) In preparing public announcements of examinations or vacancies;
- (b) As a guide in preparing examinations which may be used to appraise the qualifications of applicants for work in specific positions.
- (c) In determining promotional sequence and developing employee training programs.
- (d) In determining compensation to be paid for various types of work and establishing and maintaining an equitable compensation plan.
- (e) In determining personal service items in the budgets for the various organizational units of the City government.
- (f) In providing uniform job terminology.
- (g) In establishing appropriate employment lists from which personnel may be certified to fill vacancies.

3-009 MAINTENANCE OF THE PLAN.

The directors of the various departments, together with the Mayor, shall be responsible for the proper maintenance of the employee position plan so that it will reflect continuously the duties currently being performed by each employee in the City and the pay range to which the position is allocated. Each director shall propose to the Mayor necessary amendments to the employee position plan, including additions, revisions, deletions, and changes in position specifications, as follows:

(a) *Allocation of new positions.* The director of a department shall, within sixty days of the creation of a new position in his department, complete or approve a written position description covering the duties and responsibilities of such position, to be forwarded to the office of the Mayor. The Mayor, subject to the approval of Council, shall allocate the position to one of the pay ranges in the compensation plan. If a pay range does not exist, he shall recommend the establishment of a new one and after the adoption of the new position pay range by Council, he shall allocate the position to it.

(b) Changes in the duties and responsibilities of a position involving either the addition, reduction or modification of assignments shall be reported to the Mayor by the director of the department concerned if the changes are determined to be permanent and are sufficiently significant to justify reallocation to a different pay range, the Mayor, with the approval of Council, shall assign the position to the pay range which is appropriate under the modified circumstances.

(c) The director of each department shall periodically review, or cause to be reviewed, the positions and shall audit duties and responsibilities for each change in the position specifications as required and shall recommend to the Mayor such changes as are necessary to keep the employee position plan up to date.

(d) The Mayor may require departments or employees to submit position descriptions on a periodic basis, or any time he has reason to believe there has been a change in the duties and responsibilities of any position. The Mayor may direct the review of all positions in the City service at least once every five years on a cyclical basis.

(e) The assignment of duties to a position, whether the duties are temporary or permanent, incidental or essential, the location of work, the type of equipment and tools to be used, and the scheduling of shift assignments, shall be wholly the responsibility of the director and the Police or Fire Chief in the case of those divisions. The position plan shall in no way operate or be construed to operate to limit or interfere with his or her responsibility for the assignment of duties.

3-011 AMENDMENTS TO POSITION PLAN.

The establishment of a new position or the abolishment of a current position shall be made by amendment to Article 5. When a filled position is reallocated, the action shall be administered as though the original position was abolished and a new position with a different pay range allocation established.

ARTICLE 4

Development and Maintenance of Compensation Plan

Article No.	Title
4-001	Applicability and Composition of the Compensation Plan.
4-003	Development and Maintenance of Compensation Ranges.
4-005	Appointment Rate.
4-007	Within-Range Pay Adjustments.
4-009	Pay Rates in Transfer, Promotion, or Demotion.
4-011	Reinstated Employees.
4-013	Permitting Overrun or Underrun on Salaries as Required for Computer Payroll Methods.

4-001 APPLICABILITY AND COMPOSITION OF THE COMPENSATION PLAN.

The provisions of the Compensation Plan shall be applicable only to those officers and employees of the City who are not beneficiaries of collective bargaining agreements executed by the City and the various bargaining units, except for Section 4-013 of this Article, which shall apply to all officers and employees.

The Compensation Plan shall consist of and include this Article 4, the pay range allocations of Article 5 and the basic compensation schedules set forth in Articles 6 and 9.

4-003 DEVELOPMENT AND MAINTENANCE OF COMPENSATION RANGES.

The compensation range or rate for each position shall be determined by Council with due regard for ranges and rates of pay of other positions, relative difficulty and responsibility of position in each range or rate of pay, availability of employees in particular occupational categories, prevailing rates of compensation for similar employment in private establishments in the Strongsville area and the municipal service of other public jurisdictions in the general area, cost-of-living factors, the financial policies and the financial position of the City, and other economic considerations.

The Mayor may make comparative studies of factors affecting the level of ranges and rates of compensation as often as necessary, and shall submit his recommendations to the City Council for its action.

4-005 APPOINTMENT RATE.

Where a pay range is established for a position, the minimum rate established for that position shall be paid upon appointment, except that appointment rates above or below the minimum rate may be authorized by the Mayor upon the request of the director of a department.

(a) *Appointments Above the Minimum Rate.* Appointments above the minimum rate may be authorized based upon exceptional qualifications and experience of the appointee or inability to employ eligible candidates at the minimum rate.

(b) *Appointments Below the Minimum Rate.* Appointments below the minimum rate may be authorized where the candidate possesses less than the minimum acceptable qualifications for a position. Such an appointment shall be made on a trainee basis.

4-007 WITHIN-RANGE PAY ADJUSTMENTS.

Pay adjustments within an established range or rate of pay shall be administered in accordance with the subsequent Articles of this Ordinance applicable to the particular position.

4-009 PAY RATES IN TRANSFER, PROMOTION, OR DEMOTION.

If an employee is transferred, promoted, or demoted, upon the recommendation of the director and approval of the Mayor, the employee's pay for the new position shall be determined as follows:

(a) If the employee's rate of pay in the former position is less than the minimum rate established for the new position, such employee's rate of pay shall be advanced to at least the minimum for the new position.

(b) If the employee's rate of pay in the former position is more than the maximum rate established for the new position, such employee's rate of pay shall be reduced to the maximum rate or an intermediate step of the new pay range.

(c) If the employee's rate of pay in the former position falls within the range of pay of the new position, such employee's rate of pay shall remain the same or be increased in the case of transfer; and shall be increased at least 5 per cent (5%) in the case of a promotion; and shall remain the same or lowered in case of demotion.

4-011 REINSTATED EMPLOYEES.

(a) A person seeking employment with the City who was previously employed by the City in any capacity during the immediately preceding twelve-month period shall, if rehired, be considered a reinstated employee for the purposes of this Article, upon such re-employment.

(b) Reinstated employees whose previous employment with the City was terminated may be reinstated at a compensation rate within the pay range for the position to which the employee is reinstated as determined by the director of the department in which such employee is reinstated, subject to the approval of the Mayor, without regard to the compensation rate previously received.

(c) This Article does not apply to employees absent from their positions on authorized leaves of absence.

4-013 PERMITTING OVERRUN OR UNDERRUN ON SALARIES AS REQUIRED FOR COMPUTER PAYROLL METHODS.

In order to facilitate the handling of entries for computer payroll methods and to eliminate the necessity for adjustments of overruns or underruns which may occur through this method; and to take care of overruns or underruns resulting from bi-weekly pay periods, the Director of Finance is authorized to adjust and pay overruns and underruns not to exceed \$20.00 per salaried employee per year.

**ARTICLE 5
Position Plan**

Article

No.	Title
5-001	Schedule of Positions and Pay Range Allocations.
5-005 thru 355	Position and Allocation Schedule.

5-001 SCHEDULE OF POSITIONS AND PAY RANGE ALLOCATIONS.

The meanings of the position titles used herein are as defined by specifications contained in the Position Plan, of which an official copy shall be maintained in the office of the Human Resources Director, and be available to all concerned persons during regular business hours.

5-005 thru 5-355 POSITION AND ALLOCATION SCHEDULE.

Ord. Sec.No.		Pay Range Allocations
FINANCE		
5-005	Accounting Assistant II	10
5-006	Accountant	11
5-007	Accounting Supervisor	12
5-010	Assistant Director of Finance	15
5-011	Supervisor of Budget & Management	17
5-015	Director of Finance	18
GENERAL ADMINISTRATION		
5-023	Administrative Assistant	12
5-025	Clerical Assistant	5

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5-030 Clerk of Mayor's Court	10
5-032 Program Coordinator	9
5-038 Benefits/Project Coordinator	8
5-039 Payroll/Personnel Supervisor	15
5-040 Receptionist/ Records Clerk	5
5-045 Casual and Temporary Laborer/Seasonal	1 through 5
5-049 Secretary I	7
5-050 Secretary II	8
5-051 Secretary III	9
5-052 Boards & Commissions Secretary	9

BUILDING

5-055 Building Commissioner/ADA Coordinator (State Certified)	17
5-056 Assistant Building Commissioner (State Certified)	14
5-058 Residential Code Official/Plans Examiner (State Certified)	13
5-060 Building Inspector (State Certified)*	

*NOTE: The pay range allocation for members of collective bargaining units in the pay range allocation 5-060 is established by collective bargaining agreement.

COMMUNICATION & TECHNOLOGY

5-070 Director of Communication & Technology	17 18
5-071 Assistant Director of Communication & Technology	14
5-073 Information Technologist	12
5-074 Part-time Senior Communication & Technology Coordinator	12 14(part-time only)
5-078 Part-time IT Support Technician	10 (part-time only)

DEPARTMENT OF ECONOMIC DEVELOPMENT

5-075 Director of Economic Development	16
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*NOTE: Other positions in the Economic Development Department are established and allocated to pay ranges in Article 9 of the General Salary Ordinance.

ENGINEERING

5-080 City Engineer	17
5-083 Assistant City Engineer	13
5-084 Design Engineer	12
5-085 Engineering Technician	11
5-088 Engineering Inspector	10
5-089 Engineering Trainee	8

HUMAN RESOURCES

5-093 Human Resources Director	17
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PUBLIC SAFETY

Administrative

5-095 Public Safety Director	15 16
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Fire

5-100	Firefighter*	
5-105	Firefighter-Paramedic*	
5-110	Fire Lieutenant*	
5-115	Fire Lieutenant-Paramedic*	
5-117	Fire Captain*	
5-119	Assistant Fire Chief	4516
5-120	Fire Chief	18

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

Police

5-125	Police Officer*	See Article 8
5-130	Police Sergeant*	
5-135	Police Lieutenant*	
5-138	Assistant (Deputy) Chief	4516
5-140	Police Chief	18

*NOTE: The pay range allocations for members of collective bargaining units in the pay range allocations 5-125 through 5-135 are established by collective bargaining agreement.

Other

5-141	Clerk Dispatcher*	6 (part-time only)
5-142	Radio Dispatcher*	6 (part-time only)
5-143	Communications and Records Supervisor	10
5-144	Communications and Records Assistant Supervisor	9
5-149	School Guard	See 9-008
5-150	Youth Programs Coordinator	7
5-151	Corrections Officer Coordinator*	
5-152	Victims Witness Advocate	9
5-153	Corrections Officer*	
5-154	Quartermaster	9
5-155	Maintenance Assistant**	8
5-156	Jail Supervisor	9

*NOTE: The pay range allocations for members of collective bargaining units in the pay range allocations 5-141, 5-142, 5-151 and 5-153 are established by collective bargaining agreement.

**NOTE: This position is equivalent to the position 5-334 Maintenance Assistant in the Recreation Department.

PUBLIC SERVICE

General Supervision, Labor & Trades

5-160	Animal Control Officer*
5-163	Bus Driver*
5-169	Sewer Crew Leader*
5-171	Sewer Tech I*
5-175	Laborer*
5-181	Sewer Tech II*
5-182	Sewer Tech III*

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5-185 Public Service Director	18
5-186 Assistant Public Service Director	14
5-187 Service Supervisor **	14
5-190 Service/Budgetary Assistant	12
5-195 Sexton*	
5-197 Sign Maker/Repairperson III*	
5-205 Utility Repairperson*	
5-210 Vehicle Maintenance Crew Leader*	
5-215 Vehicle Mechanic I*	
5-220 Vehicle Mechanic II*	
5-225 Truck Driver*	
5-230 Heavy Equipment Operator*	
5-235 Arborist I*	
5-236 Arborist II*	
5-237 Tree Care Technician*	
5-250 Coordinator of City Natural Resources	12
5-252 Groundskeeper	7

*NOTE: The pay range allocations for members of collective bargaining units in the pay range allocations 5-160 through 5-182, 5-195 through 5-237 are established by collective bargaining agreement.

**NOTE: Service Department Supervisors designated and assigned by the Employer during non-scheduled weekend hours of work to be available for immediate response shall be entitled to an additional Two Hundred Twenty-Five Dollars (\$225.00) per weekend, when so assigned and are required to report to work. Anytime a Service Department Supervisor is assigned to be on-call during a Monday-Friday Holiday, One Hundred Dollars (\$100.00) will be paid for the on-call responsibility. Service Department Supervisors that call off sick the day prior to their weekend standby duty, or who fail to respond to a weekend standby call due to illness shall forfeit their standby pay.

LAW DEPARTMENT

5-275 Law Director	16
5-280 Assistant Law Director (Civil)	14
5-282 Assistant Law Director (Criminal)	10
5-283 Assistant Law Director (Criminal-2)	4
5-290 Legal Intern	6

RECREATION*

5-314 Aquatics/Pool Assistant Manager	9
5-315 Director of Recreation & Senior Services	15
5-317 Aquatics/Pool Manager	12
5-318 Recreation/Program Supervisor	11
5-319 Fitness Room Supervisor	10
5-320 Assistant Recreation Supervisor	7
5-322 Recreation Maintenance Foreman	11
5-323 Maintenance Assistant Part-Time	2
5-325 Recreation Facility Manager	13
5-326 Parks and Outdoor Recreation Superintendent	13
5-327 Assistant Maintenance Foreman	9
5-329 Day Time Cleaning Crew Leader	7

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5-330 Night Time Cleaning Crew Leader	7
5-331 Cleaning Assistant	7
5-334 Maintenance Assistant	8

*NOTE: Other positions in the Recreation Department are established and allocated to pay ranges in Article 9 of the General Salary Ordinance.

SENIOR SERVICES*

5-335 Senior Program Supervisor	10
5-345 Family Preservation Coordinator	9
5-350 Senior Support Staff	1 through 7
5-355 Senior Center Services Coordinator	13

*NOTE: Other positions in the Senior Services Department are established and allocated to pay ranges in Article 9 of the General Salary Ordinance.

**ARTICLE 6
General Pay Plan**

Article No.	Title
6-001	General Pay Ranges.
6-003	General Pay Range Schedules.
6-005	Within-Range Pay Adjustments.
6-007	Range Adjustments.

6-001 GENERAL PAY RANGES.

(a) The following salary pay ranges (S) and hourly pay ranges (H) set forth in Article 6-003 are hereby established as the "General Pay Range Schedules" and are to be applied to the several positions included in Article 5 of this Ordinance, except as otherwise set forth in this Ordinance. Said ranges shall apply and shall be in effect until changed by Council.

(b) The annual salary rates set forth in Article 6-003 are based on forty (40) hours of paid status time in each work week, *as rounded to the nearest cent*, and such annual salary shall be divided by 2080 hours to obtain the equivalent hourly rate rounded to the nearest cent where hourly rates need to be determined and applied.

(c) Where a position is filled by an employee, who regularly works less than forty (40) hours per week the Mayor is authorized to establish the rate of compensation of the employee. The rate of compensation of such employee may be determined as follows: (1) an annual salary may be established based upon the multiple of the estimated hours to be worked times an hourly rate within the pay range for the position to which the employee is allocated; (2) an hourly rate of compensation may be set within the pay range established for the position to which the employee is allocated; (3) an annual salary may be established based upon the employee's regular work week, and the hourly rate for that salary established as the rate of compensation for time worked in excess of such regular work week, or (4) an annual salary may be determined within the pay range by the Mayor based on the work entailed with the position.

(d) All employees shall be paid on an hourly or salaried basis as determined by the director, with the approval of the Mayor. Employees paid by the hour shall be paid only for hours in paid status. All employees whether paid on a salaried basis or paid by the hour, including elected officials and department heads, shall be paid by direct deposit on a bi-weekly basis.

(e) The minimum salary and hourly rates of a pay range shall be payable upon appointment for positions allocated to such pay range, except where modified pursuant to Article 4-005 of the General Salary Ordinance, and the maximum salary and hourly rate of a pay range shall be the highest salary or hourly rate payable for positions allocated to such pay range.

6-003 GENERAL PAY RANGE SCHEDULES.

GENERAL SALARY PAY RANGE SCHEDULE

2023				2024		
Level	Minimum	Maximum		Level	Minimum	Maximum
1S	\$21,723.64	\$32,075.88		1S	\$22,266.73	\$32,877.78
2S	\$22,555.03	\$35,616.05		2S	\$23,118.91	\$36,506.45
3S	\$24,030.11	\$39,638.95		3S	\$24,630.86	\$40,629.93
4S	\$26,685.24	\$44,010.48		4S	\$27,352.34	\$45,110.74
5S	\$29,688.07	\$48,918.40		5S	\$30,431.19	\$50,141.36
6S	\$32,960.91	\$54,389.54		6S	\$33,784.93	\$55,749.28
7S	\$36,635.16	\$60,370.25		7S	\$37,551.04	\$61,879.50
8S	\$40,658.08	\$67,128.72		8S	\$41,674.53	\$68,806.93
9S	\$45,619.63	\$74,557.66		9S	\$46,760.12	\$76,421.60
10S	\$50,178.91	\$82,844.83		10S	\$51,433.38	\$84,915.95
11S	\$55,784.17	\$91,990.22		11S	\$57,178.78	\$94,289.97
12S	\$61,952.64	\$102,235.17		12S	\$63,501.45	\$104,791.05
13S	\$69,220.62	\$113,579.74		13S	\$70,951.14	\$116,419.23
14S	\$76,408.20	\$126,184.83		14S	\$78,318.41	\$129,339.45
15S	\$84,990.38	\$140,184.50		15S	\$87,115.14	\$143,689.12
16S	\$89,227.82	\$147,237.97		16S	\$91,458.51	\$150,918.92
17S	\$98,158.65	\$166,199.21		17S	\$100,612.62	\$170,354.19
18S	\$107,947.68	\$178,133.82		18S	\$110,646.37	\$182,587.17

GENERAL HOURLY PAY RANGE SCHEDULE

2023			2024		
Level	Minimum	Maximum	Level	Minimum	Maximum
1H	\$10.44	\$15.42	1H	\$10.71	\$15.81
2H	\$10.84	\$17.12	2H	\$11.11	\$17.55
3H	\$11.55	\$19.06	3H	\$11.84	\$19.53
4H	\$12.83	\$21.16	4H	\$13.15	\$21.69
5H	\$14.27	\$23.52	5H	\$14.63	\$24.11
6H	\$15.85	\$26.15	6H	\$16.24	\$26.80
7H	\$17.61	\$29.02	7H	\$18.05	\$29.75
8H	\$19.55	\$32.27	8H	\$20.04	\$33.08
9H	\$21.93	\$35.85	9H	\$22.48	\$36.74
10H	\$24.12	\$39.83	10H	\$24.73	\$40.82
11H	\$26.82	\$44.23	11H	\$27.49	\$45.33
12H	\$29.78	\$49.15	12H	\$30.53	\$50.38
13H	\$33.28	\$54.64	13H	\$34.11	\$55.97
14H	\$36.73	\$60.67	14H	\$37.65	\$62.18
15H	\$40.86	\$67.40	15H	\$41.88	\$69.08
16H	\$42.90	\$70.79	16H	\$43.97	\$72.56
17H	\$47.19	\$79.90	17H	\$48.37	\$81.90
18H	\$51.90	\$85.64	18H	\$53.20	\$87.78

6-005 WITHIN-RANGE PAY ADJUSTMENTS.

Salary or hourly adjustments within an established range shall not be automatic but shall be dependent upon recommendation of the director to the Mayor. The decision to award or withhold an increase shall be the Mayor's and shall be based on performance and time in service. The employee shall be informed of the reasons for withholding an increase and the improvement in performance required to obtain an increase.

6-007 RANGE ADJUSTMENTS.

When the Council adjusts one or more of the ranges of pay established by this Ordinance due to changes in the cost of living or other reasons set forth in Article 4, the Council may elect to apply increases to the rates of pay for each employee within those ranges. When Council so elects, such increases shall be applied to each employee within the range or ranges adjusted without regard to performance or time in service.

ARTICLE 9*

Compensation for Specific Positions

Article No.	Title
9-001	Purpose.
9-002	Mayor.
9-003	Members of Council.
9-004	Clerk of Council and Assistant Clerk of Council.
9-005	Boards, Commissions and Committees.
9-006	Law Department.
9-007	Recreation Department.
9-008	School Guards.
9-009	Senior Services Department.
9-010	Economic Development Department.
9-011	Magistrate of Mayor's Court.

9-001 PURPOSE.

This Article 9 provides for the compensation of specific employee positions which are not included within other provisions of the General Salary Ordinance. Each official or employee elected or assigned to one of the positions provided in this Article shall receive compensation at the rate or within the pay range for each officer or position herein, and shall be paid by direct deposit on a bi-weekly basis except for those in 9-005(a) and 9-006(B).

9-002 MAYOR.

The Mayor shall be compensated at the annual salary rate of ~~\$150,000.00~~ **\$174,000.00**, in pay range 18S of the General Salary Pay Range Schedule in Article 6 of this General Salary Ordinance. Said compensation shall be paid in equal installments in the same manner and form as established for other salaried employees of the City.

9-003 MEMBERS OF COUNCIL.

Members of Council shall be compensated at the following annual salary rates:

President of Council	\$20,091.18 \$20,593.46
President of Council Pro Tem	\$19,467.00 \$19,953.68
Councilpersons	\$18,841.79 \$19,312.83

* Note – Articles 7 and 8 were intentionally deleted through previous Ordinances of Council.

9-004 CLERK OF COUNCIL AND ASSISTANT CLERK OF COUNCIL.

A. The compensation for the Clerk of Council and Assistant Clerk of Council are established pursuant to the following pay range allocations and consistent with the General Salary Pay Range Schedule in Section 6-003:

<u>Position</u>	
Clerk of Council	14
Assistant Clerk of Council	11

B. The compensation shall be paid in the same manner and form as established for other salaried employees of the City.

C. The Clerk and Assistant Clerk of Council when serving as Acting Clerk of Council, and any other employee designated by the President of Council to serve as Acting Clerk of Council, shall be compensated at the rate of \$110.00 per meeting for attendance at each official meeting of Council.

9-005 BOARDS, COMMISSIONS AND COMMITTEES.

(a) Non-City Employees. Each member of the Planning Commission, Board of Zoning Appeals, Civil Service Commission, Architectural Review Board, Property Maintenance Board of Appeals, Charter Review Committee, Board of Tax Review, and any Assessment Equalization Board of the City of Strongsville who is not an employee of the City shall serve without compensation; but may be reimbursed for actual expenses in accordance with C.O. Section 266.14 or may elect to be reimbursed for such expenses in the sum of \$110.00 per meeting. Such election shall be made on or before January 31 in each calendar year or within 30 days from the member's date of appointment.

(b) City Employees. Each member of the Planning Commission, Board of Zoning Appeals, Civil Service Commission, Architectural Review Board, Property Maintenance Board of Appeals, Charter Review Committee, the Shade Tree Commission, and any Assessment Equalization Board of the City of Strongsville who is a City employee and required to attend a meeting of any of the aforesaid Boards, Commissions or Committee beyond such employee's regularly scheduled work hours shall be compensated in accordance with law plus reimbursable expenses in accordance with C.O. Section 266.14 if any, or \$110.00 per meeting, whichever amount is greater. Such payments shall be processed, and treated, as compensation for payroll reporting purposes.

9-006 LAW DEPARTMENT.

A. The position of the Law Director shall be a part-time position, and the employee assigned to that position shall be compensated at a rate within the pay range to which the position has been allocated. The compensation for that position shall be administered in accordance with Article 6 of the General Salary Ordinance.

B. In the event that the Assistant Law Director (Civil) represents the City, its officers, employees, or agents before any court or administrative agency other than the Council or a Board of the City; or is assigned a special project by the Mayor outside of his/her normal duties, the Assistant Law Director (Civil), for such preparation and appearance, shall be paid additional compensation in addition to the basic compensation established in Articles 4 through 6 hereof. In these matters the Assistant Law Director (Civil) is authorized in case or project preparation and appearance to utilize the services of law clerks, legal assistants/paralegals, and other

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attorneys associated with the Assistant Law Director (Civil) or in his/her employ. For rendering the services set out herein, the Assistant Law Director (Civil) shall receive compensation in addition to the basic compensation established in Articles 4 through 6 hereof as follows:

Assistant Law Director	\$180.00 per hour
Other Attorneys	\$162.00 per hour
Legal Assistant/Paralegal	\$ 66.00 per hour
Law Clerk	\$ 42.00 per hour

The Assistant Law Director (Civil) shall provide the private facilities, equipment and support services of a secretarial nature required to carry out such attorney's responsibilities as set out in this Section 9-006 for court matters, administrative matters, or special projects at no additional cost to the City.

In the event that the Assistant Law Director (Criminal) represents the City, its officers, employees, or agents before any court or administrative agency other than the Strongsville Mayor's Court or the Berea Municipal Court; or is assigned a special project by the Mayor outside of his/her normal duties, the Assistant Law Director (Criminal) shall be paid for such preparation and appearance additional compensation in addition to the basic compensation established in Articles 4 through 6 hereof as follows:

A.	Assistant Law Director (Criminal)	\$140.00 per hour
B.	Other Attorneys	\$135.00 per hour
C.	Legal Assistant/Paralegal	\$ 55.00 per hour
D.	Law Clerk	\$ 35.00 per hour

The Assistant Law Director (Criminal) shall provide the private facilities, equipment and support services of a secretarial nature required to carry out such attorney's responsibilities as set out in this Section 9-006 for court matters, administrative matters, or special projects at no additional cost to the City.

C. The City shall provide the Law Director and all Assistant Law Directors medical and hospital benefits, insurance and contributions to the Public Employees Retirement System; however, such benefits are based solely upon their respective rates of compensation established pursuant to Articles 4 through 6 of this Ordinance.

The Law Director and the Assistant Law Directors shall not be required to represent the Strongsville City School District or its Board. The Law Director or Assistant Law Directors may represent the Strongsville City School District or its Board if he/she elects to do so by separate agreement with the School District or its Board.

9-007 RECREATION DEPARTMENT.

A. The compensation for Recreation Department employees other than those set forth in Article 5 are established at the following hourly pay ranges (H) and fixed rates (F):

Pay Range

<u>Sec. No.</u>	<u>Position</u>	<u>Minimum</u>		<u>Maximum</u>	
9-014	Recreation Facility & Groundskeeper	H	\$10. 40 45	H	\$25.00
9-016	Recreation Assistant	H	\$10. 40 45	H	\$25.00

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9-017	Sports Intern	H	\$10. 4045	H	\$25.00
9-019	Game Official	F	\$10. 4045 /game	F	\$45.00/game
9-022	Front Desk Attendant	H	\$10. 4045	H	\$25.00
9-023	Building Superintendent	H	\$10. 4045	H	\$25.00
9-024	Fitness Attendant	H	\$10. 4045	H	\$25.00
9-025	Personal Trainer	H	\$10. 4045	H	\$55.00
9-029	Lifeguard	H	\$10. 4045	H	\$25.00
9-030	Head Lifeguard	H	\$12.00	H	\$25.00
9-031	Lifeguard Instructors	H	\$13.00	H	\$30.00
9-032	Lifeguard Instructor Trainer	H	\$13.00	H	\$30.00
9-033	Water Safety Instructors	H	\$11.00	H	\$30.00
9-034	Water Safety Instructor Trainer (WSI)	H	\$11.00	H	\$30.00
9-035	Recreation Instructor	H	\$10. 4045	H	\$55.00
9-037	Swim Coaches	H	\$10. 4045	H	\$25.00
9-038	Swim Instructor/Private Lessons	H	\$25.00	H	\$25.00
9-039	Semi-Private Swim Instructor	H	\$35.00	H	\$35.00
9-040	Triple Private Swim Instructor	H	\$45.00	H	\$45.00
9-042	Head Pre-School Instructor	H	\$10. 4045	H	\$25.00
9-043	Assistant Pre-School Instructor	H	\$10. 4045	H	\$25.00
9-044	Tot Room Attendant	H	\$10. 4045	H	\$25.00
9-045	Head Camp Counselors	H	\$10. 4045	H	\$25.00
9-046	Camp Counselors	H	\$10. 4045	H	\$25.00
9-053	Pool Scoreboard Operator	H	\$10. 4045	H	\$25.00
9-070	Old Town Hall Building Supervisor	H	\$10. 4045	H	\$25.00

B. The rate of compensation of a salaried employee in the Recreation Department shall be determined based upon the estimated hours to be worked in any calendar year and shall be paid by prorating the salary over the period of the program in which an employee works in such calendar year.

9-008 SCHOOL GUARDS.

Each school guard employed by the City in locations on school grounds or at points immediately adjacent thereto shall be paid Thirteen and ~~5286~~/100 Dollars (\$13.~~5286~~) for each session actually worked each school day. "Session" shall mean the time of day for school guard service before schools open, during the lunch period, or after schools close.

9-009 SENIOR SERVICES DEPARTMENT.

A. The compensation for the Senior Services Department employees other than those set forth in Article 5 are established at the following hourly pay ranges (H):

PAY RANGE

<u>Sec. No.</u>	<u>Position</u>		<u>Minimum</u>		<u>Maximum</u>
9-047	Senior Front Desk Attendant	H	\$10. 4045	H	25.00
9-048	Van Driver	H	\$10. 4045	H	18.00
9-051	Kitchen Assistant	H	\$10. 4045	H	18.00

9-010 ECONOMIC DEVELOPMENT DEPARTMENT.

A. The compensation for Economic Development Department employees other than those set forth in Article 5 are established at the following salaried pay ranges (S):

<u>Position</u>	<u>Minimum</u>	<u>Maximum</u>
TIF Incentive/ TIF Specialist (Part-Time)	S \$15,000.00 (annually)	S \$24,400.70

B. The rate of compensation of the above salaried employees of the Economic Development Department shall be paid by prorating the salary over the period of a year.

9-011 MAGISTRATE OF MAYOR’S COURT.

A. The compensation for the Magistrate of Mayor’s Court, a part-time City employee, is established at the following annual salary (S):

<u>Position</u>	<u>Salary</u>
Magistrate of Mayor’s Court	\$47,741.00 \$48,934.53

B. Annual compensation is to be pro-rated based on date of appointment in the calendar year.

C. Any person appointed by the Mayor as a Part-Time Magistrate of the Mayor’s Court, for those instances when the Magistrate is unavailable, shall be paid at the hourly rate of Two Hundred Dollars (\$200.00) per hour for each hour worked as a Part-Time Magistrate. The position of Part-Time Magistrate of the Mayor’s Court shall be as a part-time City employee.

**ARTICLE 10
Administration**

This General Salary Ordinance and the Personnel Plan shall be administered by the Director of Finance and the Human Resources Director, except as otherwise provided in this Ordinance, the Codified Ordinances of the City, and the Rules and Regulations of the Civil Service Commission. Controversies over the administration of this Ordinance may be submitted to the Mayor for his review and final determination.

Section 2. That the amendments to Article 5, Sections 5-040, 5-070, 5-074, 5-095, 5-119 and 5-138 shall be effective January 1, 2024.

Section 3. That pursuant to Section 6-007 of Article 6 of this Ordinance, effective January 1, 2024, Section 6-003, General Salary Pay Range Schedule and General Hourly Pay Range Schedule, are hereby increased by 2.50% over the current rate of pay with such 2.50% increase to be applied to each full-time employee who is not a member of a collective bargaining unit and who is employed with those ranges on January 1, 2024.

Section 4. That pursuant to Article 9 of this Ordinance, Compensation for Specific Positions, the provisions of Sections 9-002, 9-003, 9-007, 9-008, 9-009 and 9-011, are hereby amended and shall be operative from and after January 1, 2024.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2023 – 170

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Section 5. That all other Ordinances or parts of Ordinances in conflict with provisions herewith as they become operative, be and the same are hereby repealed.

Section 6. That the funds for the purposes of this Ordinance shall be appropriated and paid from the General Fund; Police Pension Fund; Street, Construction, Maintenance & Repair Fund; Fire Levy Fund; Fire Pension Fund; Local Fiscal Recovery Fund, Multi-Purpose Complex Fund; Community Diversion Fund; Earned Benefits Fund, Sanitary Sewer Fund, and from any federal, state or county grant funding which may become available for such purposes.

Section 7. 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 8. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is necessary to maintain the orderly and efficient operation of various departments of the City, provide fair compensation for all employees, and conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
Clerk of Council

Ord. No. 2023-170 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2023 – 171

By: Mayor Perciak and All Members of Council

A RESOLUTION GRANTING PERMISSION TO REPURCHASE CERTAIN CERTIFICATES FOR BURIAL RIGHTS IN THE STRONGSVILLE MUNICIPAL CEMETERY. [Kovacevich]

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

Section 1. That pursuant to Codified Ordinance Section 1060.09, this Council hereby authorizes the repurchase by the City of Strongsville of a certificate for burial rights in the Strongsville Municipal Cemetery for Grave D, in Lot 6 of Section F, from Terry Kovacevich and Vicky Kovacevich, husband and wife, at the same price that was originally paid therefor.

Section 2. That the funds for the repurchase of said certificate have been appropriated and shall be paid from the General Fund.

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

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

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
Clerk of Council

RES
Ord. No. 2023-171 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2023 – 172

By: Mayor Perciak and All Members of Council

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO
A PURCHASE AGREEMENT FOR CERTAIN PROPERTY
LOCATED ON HOWE ROAD, AND DECLARING AN
EMERGENCY.**

WHEREAS, the City deems it to be in the best interest to purchase a vacant parcel of property located on Howe Road for municipal public purposes.

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

Section 1. That this Council hereby authorizes the Mayor to enter into a Purchase Agreement for the acquisition of property located on Howe Road, a copy of such Purchase Agreement is attached hereto as Exhibit "1," for property identified as PPN 397-08-001.

Section 2. That upon receipt of a duly executed General Warranty Deed from **WALTER F. EHRNFELT, III TRUSTEE, U/A ANNE E. EHRNFELT, DATED 6/11/2013**, conveying said property to the City and evidence of title satisfactory to the Law Director, the Clerk of Council is hereby directed to cause the said General Warranty Deed to be recorded with the Cuyahoga County Fiscal Officer.

Section 3. That the Mayor and Director of Finance are hereby further authorized and directed to take any and all other necessary steps, to execute on behalf of the City any and all other documents necessary to effectuate and finalize the purchase, and to carry out all terms and conditions of the Purchase Agreement.

Section 4. That the Director of Finance be and is hereby authorized and directed to pay to the Escrow Agent the amount required in Exhibit "1."

Section 5. That the funds for the purposes of this Ordinance have been appropriated and shall be paid from the General Capital Improvement 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 of 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 enter into an agreement for the purchase of such property in order to further economic development and improve lots and lands in the City. Therefore, provided this Ordinance receives the unanimous

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2023 – 172

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affirmative vote of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor.

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
Clerk of Council

Ord. No. 2023-172 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

Yes MLS / RESIDENTIAL PURCHASE AGREEMENT
OFFER, RECEIPT AND ACCEPTANCE

1 **BUYER:** The undersigned City of Strongsville offers to buy the

2 **PROPERTY:** Located at Vacant Lot - PP# 397-08-001 - Howe Road,

3 City Strongsville, Ohio, Zip Code 44136.

4 Permanent Parcel No. 397-08-001, and further described as being: residential vacant land,

5 approximately 145' x 160'

6 The property, which Buyer accepts in its "AS IS" PRESENT PHYSICAL CONDITION, shall include the land, all
7 appurtenant rights, privileges and easements, and all buildings and fixtures, including such of the following as are
8 now on the property: all electrical, heating, plumbing and bathroom fixtures; all window and door shades, blinds,
9 awnings, screens, storm windows, curtain and drapery fixtures; all landscaping, disposal, TV antenna, rotor and
10 control unit, smoke detectors, garage door opener(s) and n/a controls; all permanently attached carpeting. The
11 following selected items shall also remain: satellite dish; range and oven; microwave; kitchen
12 refrigerator;

13 dishwasher; washer; dryer; radiator covers; window air conditioner; central air conditioning;
14 gas grill; fireplace tools; screen, glass doors and grate; all existing window treatments;
15 ceiling fan(s); wood burner stove inserts; gas logs; and water softener.

16 Also included: n/a

17 Fixtures NOT Included: n/a - Vacant Land

18 _____

19 **SECONDARY OFFER:** This is is not a secondary offer. This secondary offer, if applicable, shall become a
20 primary contract upon BUYER'S receipt of a signed copy of the release of the primary contract on or before

21 _____ (Date). BUYER shall have the right to terminate this secondary offer at any time prior to
22 BUYER'S receipt of said copy of the release of the primary contract by delivering written notice to the SELLER or
23 the SELLER'S agent. Upon receipt of the release of the primary contract, BUYER shall deposit earnest money
24 within four (4) days and BUYER and SELLER agree to sign an addendum, listing the date for loan application, loan
25 approval, deposit of funds and documents, title transfer and possession.

26 **PRICE:** Buyer shall pay the sum of..... \$77,000.

27 Earnest money payable to Infinity Title Agency in the amount of \$ n/a

28 In the form of a check other: Note which shall be
29 redeemed immediately upon receipt of a binding agreement (as defined

30 on lines 238-246) and

31 Balance of cash to be deposited in escrow..... \$77,000.

32 Mortgage loan to be obtained by Buyer..... \$ _____

33 Conventional, FHA, VA, Other Cash Transaction

34 This offer is subject to the approval of Strongsville City Counsel

35 _____

36 **FINANCING:** Buyer shall make a written application for the above mortgage loan and order appraisal and provide
37 documentation to Seller of said application within n/a days and shall obtain a commitment for that
38 loan no later than n/a days after acceptance of this offer. If the closing date cannot occur by the
39 date of closing due to no fault of either party, any government regulation or lender requirement, the date of closing
40 shall be extended for the period necessary to satisfy these requirements, not to exceed fourteen (14) business
41 days. At the Seller's written election, if, despite Buyer's good faith efforts, that commitment has not been obtained,
42 then this Agreement shall be null and void. Upon signing of a *mutual release* by Seller and Buyer, the earnest

43 money deposit shall be returned to the Buyer without any further liability of either party to the other or to the Brokers
44 and their agents. (see line 205)

45 **CLOSING:** All funds and documents necessary for the completion of this transaction shall be placed in escrow
46 with the lending institution or escrow company on or before 12/14/2023, and title shall be
47 recorded on or about 12/15/2023 or BEFORE. Ohio law requires that closing funds over the amount of
48 \$10,000.00 be electronically transferred to the closing/escrow agent. Buyers are advised to consult their lender
49 and closing/escrow agent for wiring requirements to assure that funds are received in a timely manner.

50 **POSSESSION:** Seller shall deliver possession to Buyer of the property within 1 days by noon (time),
51 AM PM after the title has been recorded. Subject to Buyer's rights, if any, the premises may be occupied by
52 the Seller free for n/a days. Additional n/a days at a rate of \$n/a per day. Insurance coverage
53 and payment and collection of fees for use and occupancy after recording of title are the sole responsibility of
54 Seller and Buyer.

55 **TITLE:** For each parcel of real estate, Seller shall convey a marketable title to Buyer by general warranty deed
56 and/or fiduciary deed, if required, with dower rights released, free and clear of all liens and encumbrances
57 whatsoever, except a) any mortgage assumed by Buyer, b) such restrictions, conditions, easements (however
58 created) and encroachments as do not materially adversely affect the use or value of the property, c) zoning
59 ordinances, if any, and d) taxes and assessments, both general and special, not yet due and payable. Seller shall
60 furnish an Owner's Fee Policy of Title Insurance in the amount of the purchase price, if title to all or part of the
61 parcels to be conveyed is found defective, Seller shall have thirty (30) days after notice to remove title defects. If
62 unable to do so, Buyer may either a) accept Title subject to each defect without any reduction in the purchase price
63 or b) terminate this agreement, in which case neither Buyer, Seller nor any broker shall have any further liability to
64 each other, and both Buyer and Seller agree to sign a *mutual release*, releasing earnest money to Buyer. For the
65 subsurface estate underlying each parcel of real estate, if all or part of the subsurface mineral, oil or gas rights to
66 the underlying parcels already has been transferred by the Seller, then Buyer can either purchase the property "as
67 is" or declare the contract null and void, in which event the earnest money shall be returned to the Buyer. **Unless**
68 **expressly reserved by the Seller, all payments for any mineral, oil or gas rights shall belong to the Buyer**
69 **effective upon closing.** (see line 205)

70 **PRORATIONS:** General taxes, annual maintenance fees, subdivision charges, rentals, interest on any mortgage
71 assumed by buyer, condominium, HOA or other association periodic charges or assessments and transferable
72 policies if Buyer so elects. special assessments, city and county charges and tenant's rents, collected or
73 uncollected, shall be prorated as of the date the title has been recorded. Taxes and assessments shall be prorated
74 based upon the latest available tax duplicate. However, if the tax duplicate is not yet available or the improved land
75 is currently valued as land only, taxes and assessments shall be prorated based upon 35% of the selling price
76 times the millage rate. The escrow agent is instructed to contact the local governmental taxing authority, verify the
77 correct tax value of the property as of the date the title has been recorded and pay the current taxes due to the date
78 the title has been recorded. If the property being transferred is new construction and recently completed or in the
79 process of completion at the time the agreement was signed by the parties, the escrow agent is instructed to make
80 a good faith estimate of the taxes to be owed on the value of the improved property to the date the title has been
81 recorded and reserve sufficient funds in escrow from Seller's net proceeds to pay those taxes when they become
82 due and payable after the title has been recorded. The escrow agent is instructed to release the balance of the
83 funds on reserve to Seller once they receive notice from the local county auditor that the taxes on the land and
84 improvements have been paid in full to the date the title has been recorded. Buyer acknowledges that the latest
85 available tax duplicate may not reflect the accurate amount of taxes and assessments that will be owed. Seller
86 agrees to reimburse Buyer directly outside of escrow for any increase in valuation and the cost of all passed or
87 levied, but not yet certified, taxes and assessments, if any, prorated to the date the title has been recorded. Seller is
88 not aware of any proposed taxes or assessments, public or private, except the following:

91 In the event the property shall be deemed subject to any agricultural tax recoupment (C.A.U.V.),

92 Buyer Seller agrees to pay the amount of such recoupment.

93 **CHARGES/ESCROW INSTRUCTIONS:** This agreement shall be used as escrow instructions subject to the
94 Escrow Agent's usual conditions of acceptance.

95 Seller shall pay the following costs through escrow: a) deed preparation b) real estate transfer tax, c) any amount
 96 required to discharge any mortgage, lien or encumbrance not assumed by Buyer, d) title exam and one half the
 97 cost of insuring premium for Owners Fee Policy of Title Insurance, e) pro-rations due Buyer, f) Broker's
 98 commissions, g) one-half of the escrow fee (unless VA/FHA regulations prohibit payment of escrow fees by Buyer
 99 in which case Seller shall pay the entire escrow fee), and h) _____.
 100 Tenant security deposits, if any, shall be credited in escrow to the Buyer. The escrow agent shall withhold
 101 \$ n/a from the proceeds due Seller for payment of Seller's final water and
 102 sewer bills. Seller shall pay all utility charges to date of recording of title or date of possession whichever is later.

103 Buyer shall pay the following through escrow (unless prohibited by VA/FHA regulations): a) one-half of the escrow
 104 fee b) one half the cost of insuring premiums for Owners Fee Policy of Title Insurance; c) all recording fees for the
 105 deed and any mortgage, d) a \$395 Buyer Broker Fee to On Target Realty, Inc. If the closing
 106 date cannot occur by the date of closing due to any government regulation or lender requirement, the date of
 107 closing shall be extended for the period necessary to satisfy these requirements, not to exceed fourteen (14)
 108 business days. The Selling and Listing Brokers request and the Seller(s) and Buyer(s) hereby authorize and
 109 instruct the escrow agent to send a copy of their fully signed, Buyers and Sellers, Closing Disclosures and/or
 110 Settlement Statements, if applicable, to their respective Broker(s) listed on this Agreement promptly after closing,
 111 which Brokers may disburse to other parties to the transaction.

112 **HOME WARRANTY:** Buyer acknowledges that Limited Home Warranty Insurance Policies are available and that
 113 such policies have deductibles, may not cover pre-existing defects in the property, and have items excluded from
 114 coverage. Broker may receive a fee from the home warranty provider. Buyer does does not elect to secure a
 115 Limited Home Warranty Plan issued by n/a. The cost of \$ n/a
 116 shall be paid by Buyer Seller through escrow.

117 **INSPECTION:** This agreement shall be subject to the following inspection(s) by a qualified inspector of
 118 Buyer's choice within the specified number of days from acceptance of binding agreement. Buyer assumes
 119 sole responsibility to select and retain a qualified inspector for each requested inspection and releases
 120 Broker of any and all liability regarding the selection or retention of the inspector(s). If Buyer does not elect
 121 inspections, Buyer acknowledges that Buyer is acting against the advice of Buyer's agent and Broker. Buyer
 122 understands that all real property and improvements may contain defects and conditions that are not readily
 123 apparent and which may affect a property's use or value. Buyer and Seller agree that the Broker(s) and their
 124 agent(s) do not guarantee and in no way assume responsibility for the property's condition. Buyer acknowledges
 125 that it is Buyer's own duty to exercise reasonable care to inspect and make diligent inquiry of the Seller or Buyer's
 126 inspectors regarding the condition and systems of the property.

127 **Inspections required by any state, county, local government or FHA/VA do not necessarily eliminate the**
 128 **need for the Inspections listed below.**

129 Waiver: (initials) Buyer elects to waive each professional inspection to which Buyer has not indicated
 130 "yes". Any failure by Buyer to perform any inspection indicated "yes" herein is a waiver of such inspection
 131 and shall be deemed absolute acceptance of the property by Buyer in its "as is" condition.

Choice	Inspections		Expense		
	Yes	No	BUYER	SELLER	
134	<input type="checkbox"/>	<input checked="" type="checkbox"/>	GENERAL HOME _____ days from acceptance of Agreement	<input type="checkbox"/>	<input type="checkbox"/>
135	<input type="checkbox"/>	<input checked="" type="checkbox"/>	SEPTIC SYSTEM _____ days from acceptance of Agreement	<input type="checkbox"/>	<input type="checkbox"/>
136	<input type="checkbox"/>	<input checked="" type="checkbox"/>	WELL WATER..... _____ days from acceptance of Agreement (<input type="checkbox"/> flow, <input type="checkbox"/> potability)	<input type="checkbox"/>	<input type="checkbox"/>
137					
138	<input type="checkbox"/>	<input checked="" type="checkbox"/>	RADON..... _____ days from acceptance of Agreement	<input type="checkbox"/>	<input type="checkbox"/>
139	<input type="checkbox"/>	<input checked="" type="checkbox"/>	MOLD..... _____ days from acceptance of Agreement	<input type="checkbox"/>	<input type="checkbox"/>
140	<input type="checkbox"/>	<input checked="" type="checkbox"/>	PEST/ WOOD DESTROYING INSECTS _____ days from acceptance of Agreement	<input type="checkbox"/>	<input type="checkbox"/>
141					
142	<input type="checkbox"/>	<input checked="" type="checkbox"/>	OTHER..... _____ days from acceptance of Agreement	<input type="checkbox"/>	<input type="checkbox"/>

143 (list other inspections) none

144 Within three (3) days after completion of the last inspection, Buyer shall elect one of the following:

- 145 a. Remove the inspection contingency and accept the property in its "as is" present physical condition. If the
146 property is accepted in its "as is" present physical condition, Buyer agrees to sign an *Amendment to the*
147 *Residential Purchase Agreement* removing the inspection contingency and this agreement will proceed in
148 full force and effect; **OR**
- 149 b. Accept the property subject to Seller agreeing to have specific items that were identified in a written
150 inspection report, if requested, repaired by a qualified contractor in a professional manner at Seller's
151 expense. If the property is accepted subject to the Seller repairing specific defects, Buyer agrees to provide
152 Seller with a copy of all inspection reports, if requested, and sign an *Amendment to the Residential*
153 *Purchase Agreement* removing the inspection contingency and identifying the defects which are to be
154 repaired. Seller and Buyer have five (5) days from Seller's receipt of the written list of defects and the
155 inspection report(s), if requested, to agree in writing which defects, if any, will be corrected at Seller's
156 expense. If a written agreement is not signed by Seller and Buyer within those five (5) days, this agreement
157 is null and void and Seller and Buyer agree to sign a *mutual release*, with the earnest money being returned
158 to the Buyer. (see line 227) The Buyer and Seller can mutually agree in writing to extend the dates for
159 inspections, repairs, or to exercise their right to terminate the Agreement. Seller agrees to provide
160 reasonable access to the property for Buyer to review and approve any conditions corrected by Seller, **OR**
161 Terminate this agreement if written inspection report(s) identify material latent defects not previously
162 disclosed in writing by the Seller and/or any cooperating real estate broker. If Buyer elects to terminate this
163 agreement based upon newly discovered material latent defects in the property, Buyer agrees to provide a
164 copy of the written inspection report(s), if requested, to the Seller, and both parties agree to sign a *mutual*
165 *release*. The earnest money will be returned to the Buyer without any further liability of either party to the
166 other or to the broker(s) (see line 227).

167 **MEGAN'S LAW** Seller warrants that Seller has disclosed to Buyer all notices received pursuant to Ohio's sex
168 offender law. The Buyer acknowledges that the information disclosed may no longer be accurate and agrees to
169 inquire with the local sheriff's office. Buyer agrees to assume the responsibility to check with the local sheriff's office
170 for additional information. Buyer will rely on Buyer's own inquiry with the local sheriff's office as to registered sex
171 offenders in the area and will not rely on Seller or any real estate agent involved in the transaction to determine if a
172 sex offender resides in the area of any property Buyer may purchase.

173 **CONDITION OF PROPERTY:** Buyer has examined the property and agrees that the property is being purchased
174 in its "As Is" Present Physical Condition including any defects disclosed by the Seller on the Ohio *Residential*
175 *Property Disclosure Form* or identified by any inspections requested by either party or any other
176 forms or addenda made a part of this agreement. Seller agrees to notify Buyer in writing of any additional
177 disclosure items that arise between the date of acceptance and the date of recording of the deed. Buyer has not
178 relied upon any representations, warranties, or statements about the property (including but not limited to its
179 condition or use) unless otherwise disclosed on this agreement or on the *Residential Property Disclosure Form*.

180 1. Buyer acknowledges receipt of completed *Residential Property Disclosure Form* from Seller

181 2. Buyer has not received *Residential Property Disclosure Form* and Seller agrees to deliver to Buyer a copy of
182 the completed *Residential Property Disclosure Form* within three (3) days after acceptance unless the sale of
183 the property is exempt by Ohio Revised Code 5302.30 from the use of the form.

184 Seller shall pay all costs for the repair of any gas line leak found between the street and foundation at the time
185 of recording of title, or restoration of utilities, whichever is sooner. Seller agrees to comply with any and all local
186 governmental point of sale laws and/or ordinances. Seller will promptly provide Buyer with copies of any notices
187 received from governmental agencies to inspect or correct any current building code or health violations. If
188 applicable, Buyer and Seller have five (5) days after receipt by Buyer of all notices to agree in writing which party
189 will be responsible for the correction of any building code or health violation(s). If Buyer and Seller cannot agree in
190 writing, this Agreement can be declared null and void by either party. In that event Seller and Buyer agree to sign a
191 *mutual release* with instruction to the Broker on disbursement of the earnest money. (see line 227)

192 **REPRESENTATIONS AND DISCLAIMERS:** Buyer acknowledges that the Seller completed the Residential
193 Property Disclosure Form unless otherwise stated above and Seller has not made any representations or
194 warranties, either expressed or implied, regarding the property, (except for the Ohio Residential Property

195 Disclosure Form, if applicable), and agrees to hold the Brokers and their agents harmless from any mis-statements
196 or errors made by the Seller on the form. Buyer also acknowledges and agrees that the Brokers and their agents
197 have no obligation to verify or investigate the information provided by the Seller on that form. Buyer acknowledges
198 that Brokers and their agents have not made any representations, warranties, or agreements, express or implied
199 regarding the condition or use of the property, including but not limited to any representation that: (a) the basement,
200 crawl space or slab area do not incur seepage, leakage, dampness, or standing water; (b) the heating, cooling,
201 plumbing, or electrical system(s) or any built-in appliance is in good working condition or is completely functional;
202 (c) the roof is weather tight and/or structurally sound; (d) the structure is free from insect infestation, lead paint, or
203 lead paint hazards; (e) the water supply or septic system, if any, are not deficient in any respect; or (f) radon gas,
204 urea-formaldehyde foam or asbestos insulation, or any other toxic substance including any toxic form of mold, is
205 not present on the property. Buyer hereby acknowledges that any representation by Seller or the real estate
206 agent(s) regarding the square footage of the rooms, structures or lot dimensions, homeowner's fees, public and
207 private assessments, utility bills, taxes and special assessments are approximate and not guaranteed. Please list
208 any and all verbal representations made by Brokers or their agents that you relied upon when purchasing this
209 property (if none, write "none")

210 none

211 **DAMAGE:** If any building or other improvements are destroyed or damaged in excess of ten percent of the
212 purchase price prior to title transfer, Buyer may either a) accept the insurance proceeds for said damage and
213 complete this transaction or b) terminate this agreement and receive the return of all deposits made. In that
214 event, Seller and Buyer agree to sign a *mutual release*, with instruction to the Broker on disbursement of the
215 earnest money on deposit (see line 227). If such damage is less than ten percent of the purchase price, Seller
216 shall restore the property to its prior condition and Buyer agrees to complete the purchase of the Property.

217 **ADDENDA:** The additional terms and conditions in the attached addenda Agency Disclosure Form
218 Residential Property Disclosure VA FHA FHA Home Inspection Notice Secondary Offer Condominium
219 Short Sale House Sale Contingency House Sale Concurrency Lead Based Paint (required if built before 1978)
220 Homeowner's Association Affiliated Business Arrangement Disclosure Statement Walk-Through Addendum
221 Other RPD Exemption Form

222 are made part of this Agreement. **The terms and conditions of any addenda will supersede any conflicting**
223 **terms in the Purchase Agreement.**

224 **ADDITIONAL TERMS:** Infinity Title Agency to handle title and escrow services.

225
226

227 **EARNEST MONEY:** In the event of a dispute between the Seller and Buyer regarding the disbursement of the
228 earnest money in the Broker's trust account, the Broker is required by Ohio law to maintain such funds in a trust
229 account until the Broker receives (a) written instructions signed by the parties specifying how the earnest money is
230 to be disbursed or (b) a final court order that specifies to whom the earnest money is to be rewarded. If within two
231 years from the date the earnest money was deposited in the Broker's trust account, the parties have not provided
232 the Broker with such separate signed instructions or written notice that such legal action to resolve the dispute has
233 been filed, the Broker shall return the earnest money to the purchaser with no further notice to the Seller. In all
234 events, at closing of the transaction, the broker shall have the right to apply earnest money being held by broker
235 against the real estate commission owed the broker as a result of said closing. If said earnest money
236 exceeds commission due Broker, the amount over the commission due Broker shall be sent to the escrow agent or
237 if requested by Seller, the total earnest money shall be sent to the Escrow Agent.

238 **BINDING AGREEMENT:** Upon written acceptance, then either written or verbal notice of such acceptance to the
239 last-offering party, this offer and any addenda listed above shall become a legally binding agreement upon Buyer
240 and Seller and their heirs, executors, administrators and assigns and shall represent the entire understanding of the
241 parties regarding this transaction. All counter-offers, amendments, changes or deletions to this Agreement shall be
242 in writing and be signed/initialed by both Buyer and Seller. Facsimile and/or scan and e-mail signatures shall be
243 deemed binding and valid. This Agreement shall be used as escrow instructions subject to the Escrow Agent's

244 usual conditions of acceptance. If there is any conflict between the escrow's conditions of acceptance and this
245 Agreement, the terms of this Agreement shall prevail. For purposes of this Agreement, "days" shall be defined as
246 calendar days.

247 **This Agreement is a legally binding contract. If you have any questions of law, consult your attorney.**

248 BUYER Address _____

249 Print Name _____ ZIP _____

250 BUYER Date _____ Phone _____

251 Print Name _____ Email _____

252 **ACCEPTANCE:** Seller accepts the above offer and irrevocably instructs escrow agent to pay from Seller's escrow
253 funds a commission of \$ _____ or per listing agreement _____ percent (_____ %) of the

254 purchase price to On Target Realty, Inc. (Selling Broker) 20020 Detroit Road, Rocky River, Ohio 44116 (Office)

255 and \$ _____ plus _____ percent (_____ %) of the

256 purchase price to _____ (Listing Broker) _____ (Office)

257 SELLER Address _____

258 Print Name Walter F. Ehrnfelt, III, Trustee ZIP _____

259 SELLER Date _____ Phone _____

260 Print Name _____ Email walter@healthlaw.com

261 Selling Agent Name, RE License Number, Team

Listing Agent Name, RE License Number, Team

262 Leader Name (if applicable), Telephone, Email:

Leader Name (if applicable), Telephone, Email:

263 John Vrsansky, Jr.

John Vrsansky, Jr.

264 Broker License # 220729

Broker License # 220729

265 216-849-6775

216-849-6775

266 John@OnTargetRealty.com

John@OnTargetRealty.com

267 _____

268 Selling Brokers Name, BR License Number,

Listing Brokers Name, BR License Number

269 Telephone and Email:

Telephone and Email:

270 _____

271 _____

272 _____

273 _____

Ohio Association of REALTORS®
Residential Property Disclosure Exemption Form



To Be Completed By Owner

Property Address: Vacant Lot - PP# 397-08-001
Howe Road - Adjacent Lot North
of 15874 Howe Road,
Strongsville, Ohio 44136

Owner's Name(s): The Anne E. Ehrnfelt Trust

Ohio law requires owners of residential real estate (1-4 family) to complete and provide to the buyer a Residential Property Disclosure Form disclosing certain conditions and information concerning the property known by the owner. The Residential Property Disclosure Form requirement applies to most, but not all, transfers or sales of residential property.

Listed below are the most common transfers that are exempt from the Residential Property Disclosure Form requirement.

The owner states that the exemption marked below is a true and accurate statement regarding the proposed transfer:

- (1) A transfer pursuant to a court order, such as probate or bankruptcy court;
- (2) A transfer by a lender who has acquired the property by deed in lieu of foreclosure;
- (3) A transfer by an executor, a guardian, a conservator, or a trustee;
- (4) A transfer of new construction that has never been lived in;
- (5) A transfer to a buyer who has lived in the property for at least one year immediately prior to the sale;
- (6) A transfer from an owner who both has inherited the property and has not lived in the property within one year immediately prior to the sale;
- (7) A transfer where either the owner or buyer is a government entity.

ALTHOUGH A TRANSACTION MAY BE EXEMPT FOR THE REASON STATED ABOVE, THE OWNER MAY STILL HAVE A LEGAL DUTY TO DISCLOSE ANY KNOWN LATENT DEFECTS OR MATERIAL FACTS TO THE BUYER.

OWNER'S CERTIFICATION

By signing below, I state that the proposed transfer is exempt from the Residential Property Disclosure Form requirement. I further state that no real estate licensee has advised me regarding the completion of this form. I understand that an attorney should be consulted with any questions regarding the Residential Property Disclosure Form requirement or my duty to disclose defects or other material facts.

Owner: Martin J. Ehrnfelt III - Trustee/Executor Date: 8-29-23
Owner: _____ Date: _____

BUYER'S ACKNOWLEDGEMENT

Potential buyers are encouraged to carefully inspect the property and to have the property professionally inspected. Buyer acknowledges that the buyer has read and received a copy of this form.

Buyer: _____ Date: _____
Buyer: _____ Date: _____

This is not a state mandated form. This form has been developed by the Ohio Association of REALTORS® for use by REALTORS® assisting owners in the sale of residential property. The exemptions noted above are not a complete list of the transfers exempt from the Residential Property Disclosure Form requirement. All exempted transfers are listed in ORC § 5302.30(B)(2). The Ohio Association of REALTORS® is not responsible for the use or misuse of this form.

CONSUMER GUIDE TO AGENCY RELATIONSHIPS

On Target Realty, Inc.

We are pleased you have selected On Target Realty, Inc. to help you with your real estate needs. Whether you are selling, buying or leasing real estate, On Target Realty, Inc. can provide you with expertise and assistance. Because this may be the largest financial transaction you will enter into, it is important to understand the role of the agents and brokers with whom you are working. Below is some information that explains the various services agents can offer and their options for working with you.

For more information on agency law in Ohio you can also contact the Ohio Division of Real Estate & Professional Licensing at (614) 466-4100, or on their website www.com.state.oh.us.

Representing Sellers

Most sellers of real estate choose to list their home for sale with a real estate brokerage. When they do so, they sign a listing agreement that authorizes the brokerage and the listing agent to represent their interests. As the seller's agent, the brokerage and listing agent must: follow the seller's lawful instructions, be loyal to the seller, promote the seller's best interests, disclose material facts to the seller, maintain confidential information, act with reasonable skill and care and, account for any money they handle in the transaction. In rare circumstances, a listing broker may offer "subagency" to other brokerages which would also represent the seller's interests and owe the seller these same duties.

Representing Buyers

When purchasing real estate, buyers usually choose to work with a real estate agent as well. Often the buyers want to be represented in the transaction. This is referred to as buyer's agency. A brokerage and agent that agree to represent a buyer's interest in a transaction must: follow the buyer's lawful instructions, be loyal to the buyer, promote the buyer's best interests, disclose material facts to the buyer, maintain confidential information and account for any money they handle in the transaction.

Dual Agency

Occasionally the same agent and brokerage who represents the seller also represents the buyer. This is referred to as dual agency. When a brokerage and its agents become "dual agents," they must maintain a neutral position in the transaction. They may not advocate the position of one client over the best interests of the other client, or disclose any confidential information to the other party without written consent.

Representing Both the Buyer & Seller

On occasion, the buyer and seller will each be represented by two different agents from the same brokerage. In this case the agents may each represent the best interest of their respective clients. Or, depending on company policy, the agents may both act as dual agents and remain neutral in the transaction. When either of the above occurs, the brokerage will be considered a dual agent. As a dual agent the brokerage and its managers will maintain a neutral position and cannot advocate for the position of one client over another. The brokerage will also protect the confidential information of both parties.

Working With On Target Realty, Inc.

On Target Realty, Inc. does offer representation to both buyers and sellers. Therefore the potential exists for one agent to represent a buyer who wishes to purchase property listed with another agent in our company. If this occurs each agent will represent their own client, but On Target Realty, Inc. and its managers will act as a dual agent.

This means the brokerage and its managers will maintain a neutral position and not take any actions that will favor one side over the other. On Target Realty, Inc. will still supervise both agents to assure that their respective clients are being fully represented and will protect the parties' confidential information.



In the event that both the buyer and seller are represented by the same agent, that agent and On Target Realty, Inc. will act as dual agents but only if both parties agree. As dual agents they will treat both parties honestly, prepare and present offers at the direction of the parties, and help the parties fulfill the terms of any contract. They will not, however, disclose any confidential information that would place one party at an advantage over the other or advocate or negotiate to the detriment of either party.

If dual agency occurs you will be asked to consent to it in writing. If you do not agree to your agent acting as a dual agent, you can ask that another agent in our company be assigned to represent you or you can seek representation from another brokerage.

As a buyer, you may also choose to represent yourself on properties On Target Realty, Inc. has listed. In that instance On Target Realty, Inc. will represent the seller and you would represent your own best interests. Because the listing agent has a duty of full disclosure to the seller you should not share any information with the listing agent that you would not want the seller to know.

Working With Other Brokerages

When On Target Realty, Inc. lists property for sale it also cooperates with, and offers compensation to, other brokerages that represent buyers. On Target Realty, Inc. does reserve the right, in some instances, to vary the compensation it offers to other brokerages. As a seller, you should understand that just because On Target Realty, Inc. shares a fee with a brokerage representing the buyer, it does not mean that you will be represented by that brokerage. Instead that company will be looking out for the buyer and On Target Realty, Inc. will be representing your interests. When acting as a buyer's agent, On Target Realty, Inc. also accepts compensation offered by the listing broker. If the property is not listed with any broker, or the listing broker does not offer compensation, we will attempt to negotiate for a seller-paid fee.

Fair Housing Statement

It is illegal, pursuant to the Ohio Fair Housing Law, division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing Law, 42 U.S.C.A. 3601, as amended, to refuse to sell, transfer, assign, rent, lease, sublease or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

We hope you find this information to be helpful to you as you begin your real estate transaction. When you are ready to enter into a transaction, you will be given an Agency Disclosure Statement that specifically identifies the role of the agents and brokerages. Please ask questions if there is anything you do not understand.

Because it is important that you have this information, Ohio law requires that we ask you to sign below, acknowledging receipt of this Consumer Guide. Your signature will not obligate you to work with our company if you do not choose to do so.

Name (Please Print)

Signature Date

Buyer

Name (Please Print)

Signature Date





ON TARGET REALTY AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE NOTICE
 (In Compliance with Federal Law)

Respected. Refined. Reliable.

To: Buyer/s and Seller/s

From: On Target Realty, Inc., John Vrsansky, and Wayne Plowman

Property: Vacant Lot - PP# 397-08-001 Howe Road - Adjacent Lot North of 15874 Howe Road, Strongsville, Ohio 44136

Date: _____

This is to give you notice that On Target Realty, Inc., John Vrsansky, and Wayne Plowman is a member of Infinity Title Investors I, LLC, which has a business relationship with Infinity Title Solutions. Infinity Title Investors I, LLC owns 49.9% of the limited liability company membership interests of Infinity Title Solutions, and On Target Realty, Inc., John Vrsansky, and Wayne Plowman owns less than ten percent (10%) of the limited liability company membership interests of Infinity Title Investors I, LLC. Because of this relationship, this referral may provide a financial or other benefit to Infinity Title Investors I, LLC and /or On Target Realty, Inc., John Vrsansky, and Wayne Plowman.

Set forth below are the estimated charges or range of charges by Infinity Title Solutions for the settlement services listed. You are NOT required to use Infinity Title Solutions as a condition for the purchase, sale or refinance of the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Title Insurance Premium:	State Regulated
Endorsement to Loan Policy:	\$30 - \$350
Title Commitment Fee:	\$50 - \$100
Title Exam Fee:	\$125 - \$375
Settlement Fee:	\$100 - \$350
Recording Fee:	\$28 - \$250
Contract Closer Fee:	\$75

I/We have read this disclosure form and understand that On Target Realty, Inc., John Vrsansky, and Wayne Plowman is referring me/us to purchase the above-described settlement services from Infinity Title Solutions and may receive a financial or other benefit as a result of this referral.

Purchaser/Borrower Date

Thomas J. ... 8-29-21

Seller Date

Purchaser/Borrower Date

Seller Date



AGENCY DISCLOSURE STATEMENT



The real estate agent who is providing you with this form is required to do so by Ohio law. You will not be bound to pay the agent or the agent's brokerage by merely signing this form. Instead, the purpose of this form is to confirm that you have been advised of the role of the agent(s) in the transaction proposed below. (For purposes of this form, the term "seller" includes a landlord and the term "buyer" includes a tenant.)

Property Address: Vacant Lot - PP# 397-08-001 - Howe Road

Buyer(s): City of Strongsville

Seller(s): Walter F. Ehrnfelt, III, Trustee

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by _____, and _____
AGENT(S) BROKERAGE

The seller will be represented by _____, and _____
AGENT(S) BROKERAGE

II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

If two agents in the real estate brokerage _____ represent both the buyer and the seller, check the following relationship that will apply:

Agent(s) _____ work(s) for the buyer and Agent(s) _____ work(s) for the seller. Unless personally involved in the transaction, the principal broker and managers will be "dual agents," which is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information.

Every agent in the brokerage represents every "client" of the brokerage. Therefore, agents and _____ will be working for both the buyer and seller as "dual agents." Dual agency is explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* _____

III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) John Vrsansky, Jr and real estate brokerage On Target Realty, Inc. will

be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* _____

represent only the (check one) seller or buyer in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

CONSENT

I (we) consent to the above relationships as we enter into this real estate transaction. If there is a dual agency in this transaction, I (we) acknowledge reading the information regarding dual agency explained on the back of this form.

BUYER/TENANT DATE

SELLER/LANDLORD DATE

BUYER/TENANT DATE

SELLER/LANDLORD DATE

DUAL AGENCY

Ohio law permits a real estate agent and brokerage to represent both the seller and buyer in a real estate transaction as long as this is disclosed to both parties and they both agree. This is known as dual agency. As a dual agent, a real estate agent and brokerage represent two clients whose interests are, or at times could be, different or adverse. For this reason, the dual agent(s) may not be able to advocate on behalf of the client to the same extent the agent may have if the agent represented only one client.

As a dual agent, the agent(s) and brokerage shall:

- Treat both clients honestly;
- Disclose latent (not readily observable) material defects to the purchaser, if known by the agent(s) or brokerage;
- Provide information regarding lenders, inspectors and other professionals, if requested;
- Provide market information available from a property listing service or public records, if requested;
- Prepare and present all offers and counteroffers at the direction of the parties;
- Assist both parties in completing the steps necessary to fulfill the terms of any contract, if requested.

As a dual agent, the agent(s) and brokerage shall not:

- Disclose information that is confidential, or that would have an adverse effect on one party's position in the transaction, unless such disclosure is authorized by the client or required by law;
- Advocate or negotiate on behalf of either the buyer or seller;
- Suggest or recommend specific terms, including price, or disclose the terms or price a buyer is willing to offer or that a seller is willing to accept;
- Engage in conduct that is contrary to the instructions of either party and may not act in a biased manner on behalf of one party.

Compensation: Unless agreed otherwise, the brokerage will be compensated per the agency agreement.

Management Level Licensees: Generally, the principal broker and managers in a brokerage also represent the interests of any buyer or seller represented by an agent affiliated with that brokerage. Therefore, if both buyer and seller are represented by agents in the same brokerage, the principal broker and manager are dual agents. There are two exceptions to this. The first is where the principal broker or manager is personally representing one of the parties. The second is where the principal broker or manager is selling or buying his own real estate. These exceptions only apply if there is another principal broker or manager to supervise the other agent involved in the transaction.

Responsibilities of the Parties: The duties of the agent and brokerage in a real estate transaction do not relieve the buyer and seller from the responsibility to protect their own interests. The buyer and seller are advised to carefully read all agreements to assure that they adequately express their understanding of the transaction. The agent and brokerage are qualified to advise on real estate matters. **IF LEGAL OR TAX ADVICE IS DESIRED, YOU SHOULD CONSULT THE APPROPRIATE PROFESSIONAL.**

Consent: By signing on the reverse side, you acknowledge that you have read and understand this form and are giving your voluntary, informed consent to the agency relationship disclosed. If you do not agree to the agent(s) and/or brokerage acting as a dual agent, you are not required to consent to this agreement and you may either request a separate agent in the brokerage to be appointed to represent your interests or you may terminate your agency relationship and obtain representation from another brokerage.

Any questions regarding the role or responsibilities of the brokerage or its agents should be directed to:



Ohio Department of Commerce
Division of Real Estate & Professional Licensing
77 S. High Street, 20th Floor
Columbus, OH 43215-6133
(614) 466-4100



CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2023 – 173

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A PURCHASE AGREEMENT FOR CERTAIN PROPERTY LOCATED AT 16028 SHURMER ROAD, AND DECLARING AN EMERGENCY.

WHEREAS, the City deems it to be in the best interest to purchase a vacant parcel of property located at 16028 Shurmer Road for municipal public purposes.

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

Section 1. That this Council hereby authorizes the Mayor to enter into a Purchase Agreement for the acquisition of property located at 16028 Shurmer Road, a copy of such Purchase Agreement is attached hereto as Exhibit "1," for property identified as PPN 397-07-003.

Section 2. That upon receipt of a duly executed General Warranty Deed from **WALTER F. EHRNFELT, III TRUSTEE, U/A ANNE E. EHRNFELT, DATED 6/11/2013**, conveying said property to the City and evidence of title satisfactory to the Law Director, the Clerk of Council is hereby directed to cause the said General Warranty Deed to be recorded with the Cuyahoga County Fiscal Officer.

Section 3. That the Mayor and Director of Finance are hereby further authorized and directed to take any and all other necessary steps, to execute on behalf of the City any and all other documents necessary to effectuate and finalize the purchase, and to carry out all terms and conditions of the Purchase Agreement.

Section 4. That the Director of Finance be and is hereby authorized and directed to pay to the Escrow Agent the amount required in Exhibit "1."

Section 5. That the funds for the purposes of this Ordinance have been appropriated and shall be paid from the General Capital Improvement 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 of 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 enter into an agreement for the purchase of such property in order to further economic development and

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2023 – 173

Page 2

improve lots and lands in the City. Therefore, provided this Ordinance receives the unanimous affirmative vote of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor.

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
Clerk of Council

Ord. No. 2023-173 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

Yes MLS / RESIDENTIAL PURCHASE AGREEMENT
OFFER, RECEIPT AND ACCEPTANCE

1 **BUYER:** The undersigned City of Strongsville offers to buy the

2 **PROPERTY:** Located at 16028 Shurmer Road - Vacant Land,

3 City Strongsville, Ohio, Zip Code 44136.

4 Permanent Parcel No. 397-07-003, and further described as being: residential vacant land,
5 approximately 256' x 300'

6 The property, which Buyer accepts in its "AS IS" PRESENT PHYSICAL CONDITION, shall include the land, all
7 appurtenant rights, privileges and easements, and all buildings and fixtures, including such of the following as are
8 now on the property: all electrical, heating, plumbing and bathroom fixtures; all window and door shades, blinds,
9 awnings, screens, storm windows, curtain and drapery fixtures; all landscaping, disposal, TV antenna, rotor and
10 control unit, smoke detectors, garage door opener(s) and n/a controls; all permanently attached carpeting. The
11 following selected items shall also remain: satellite dish; range and oven; microwave; kitchen
12 refrigerator;
13 dishwasher; washer; dryer; radiator covers; window air conditioner; central air conditioning;
14 gas grill; fireplace tools; screen, glass doors and grate; all existing window treatments;
15 ceiling fan(s); wood burner stove inserts; gas logs; and water softener.

16 Also included: n/a

17 Fixtures NOT Included: n/a - Vacant Land

18
19 **SECONDARY OFFER:** This is is not a secondary offer. This secondary offer, if applicable, shall become a
20 primary contract upon BUYER'S receipt of a signed copy of the release of the primary contract on or before
21 _____ (Date). BUYER shall have the right to terminate this secondary offer at any time prior to
22 BUYER'S receipt of said copy of the release of the primary contract by delivering written notice to the SELLER or
23 the SELLER'S agent. Upon receipt of the release of the primary contract, BUYER shall deposit earnest money
24 within four (4) days and BUYER and SELLER agree to sign an addendum, listing the date for loan application, loan
25 approval, deposit of funds and documents, title transfer and possession.

26 **PRICE:** Buyer shall pay the sum of \$ 149,900.

27 Earnest money payable to Infinity Title Agency in the amount of \$ n/a

28 In the form of a check other: Note which shall be
29 redeemed immediately upon receipt of a binding agreement (as defined
30 on lines 238-246) and

31 Balance of cash to be deposited in escrow..... \$ 149,900.

32 Mortgage loan to be obtained by Buyer..... \$ _____

33 Conventional, FHA, VA, Other Cash Transaction

34 Subject to the approval of Strongsville City Counsel

35
36 **FINANCING:** Buyer shall make a written application for the above mortgage loan and order appraisal and provide
37 documentation to Seller of said application within n/a days and shall obtain a commitment for that
38 loan no later than n/a days after acceptance of this offer. If the closing date cannot occur by the
39 date of closing due to no fault of either party, any government regulation or lender requirement, the date of closing
40 shall be extended for the period necessary to satisfy these requirements, not to exceed fourteen (14) business
41 days. At the Seller's written election, if, despite Buyer's good faith efforts, that commitment has not been obtained,
42 then this Agreement shall be null and void. Upon signing of a *mutual release* by Seller and Buyer, the earnest

43 money deposit shall be returned to the Buyer without any further liability of either party to the other or to the Brokers
44 and their agents. (see line 205)

45 **CLOSING:** All funds and documents necessary for the completion of this transaction shall be placed in escrow
46 with the lending institution or escrow company on or before 12/14/2023, and title shall be
47 recorded on or about 12/15/2023 or Before _____. Ohio law requires that closing funds over the amount of
48 \$10,000.00 be electronically transferred to the closing/escrow agent. Buyers are advised to consult their lender
49 and closing/escrow agent for wiring requirements to assure that funds are received in a timely manner.

50 **POSSESSION:** Seller shall deliver possession to Buyer of the property within one days by noon (time),
51 AM PM after the title has been recorded. Subject to Buyer's rights, if any, the premises may be occupied by
52 the Seller free for n/a days. Additional n/a days at a rate of \$n/a per day. Insurance coverage
53 and payment and collection of fees for use and occupancy after recording of title are the sole responsibility of
54 Seller and Buyer.

55 **TITLE:** For each parcel of real estate, Seller shall convey a marketable title to Buyer by general warranty deed
56 and/or fiduciary deed, if required, with dower rights released, free and clear of all liens and encumbrances
57 whatsoever, except a) any mortgage assumed by Buyer, b) such restrictions, conditions, easements (however
58 created) and encroachments as do not materially adversely affect the use or value of the property, c) zoning
59 ordinances, if any, and d) taxes and assessments, both general and special, not yet due and payable. Seller shall
60 furnish an Owner's Fee Policy of Title Insurance in the amount of the purchase price, if title to all or part of the
61 parcels to be conveyed is found defective, Seller shall have thirty (30) days after notice to remove title defects. If
62 unable to do so, Buyer may either a) accept Title subject to each defect without any reduction in the purchase price
63 or b) terminate this agreement, in which case neither Buyer, Seller nor any broker shall have any further liability to
64 each other, and both Buyer and Seller agree to sign a *mutual release*, releasing earnest money to Buyer. For the
65 subsurface estate underlying each parcel of real estate, if all or part of the subsurface mineral, oil or gas rights to
66 the underlying parcels already has been transferred by the Seller, then Buyer can either purchase the property "as
67 is" or declare the contract null and void, in which event the earnest money shall be returned to the Buyer. **Unless**
68 **expressly reserved by the Seller, all payments for any mineral, oil or gas rights shall belong to the Buyer**
69 **effective upon closing.** (see line 205)

70 **PRORATIONS:** General taxes, annual maintenance fees, subdivision charges, rentals, interest on any mortgage
71 assumed by buyer, condominium, HOA or other association periodic charges or assessments and transferable
72 policies if Buyer so elects. special assessments, city and county charges and tenant's rents, collected or
73 uncollected, shall be prorated as of the date the title has been recorded. Taxes and assessments shall be prorated
74 based upon the latest available tax duplicate. However, if the tax duplicate is not yet available or the improved land
75 is currently valued as land only, taxes and assessments shall be prorated based upon 35% of the selling price
76 times the millage rate. The escrow agent is instructed to contact the local governmental taxing authority, verify the
77 correct tax value of the property as of the date the title has been recorded and pay the current taxes due to the date
78 the title has been recorded. If the property being transferred is new construction and recently completed or in the
79 process of completion at the time the agreement was signed by the parties, the escrow agent is instructed to make
80 a good faith estimate of the taxes to be owed on the value of the improved property to the date the title has been
81 recorded and reserve sufficient funds in escrow from Seller's net proceeds to pay those taxes when they become
82 due and payable after the title has been recorded. The escrow agent is instructed to release the balance of the
83 funds on reserve to Seller once they receive notice from the local county auditor that the taxes on the land and
84 improvements have been paid in full to the date the title has been recorded. Buyer acknowledges that the latest
85 available tax duplicate may not reflect the accurate amount of taxes and assessments that will be owed. Seller
86 agrees to reimburse Buyer directly outside of escrow for any increase in valuation and the cost of all passed or
87 levied, but not yet certified, taxes and assessments, if any, prorated to the date the title has been recorded. Seller is
88 not aware of any proposed taxes or assessments, public or private, except the following:

91 In the event the property shall be deemed subject to any agricultural tax recoupment (C.A.U.V.),

92 Buyer Seller agrees to pay the amount of such recoupment.

93 **CHARGES/ESCROW INSTRUCTIONS:** This agreement shall be used as escrow instructions subject to the
94 Escrow Agent's usual conditions of acceptance.

95 Seller shall pay the following costs through escrow: a) deed preparation b) real estate transfer tax, c) any amount
 96 required to discharge any mortgage, lien or encumbrance not assumed by Buyer, d) title exam and one half the
 97 cost of insuring premium for Owners Fee Policy of Title Insurance, e) pro-rations due Buyer, f) Broker's
 98 commissions, g) one-half of the escrow fee (unless VA/FHA regulations prohibit payment of escrow fees by Buyer
 99 in which case Seller shall pay the entire escrow fee), and h) _____
 100 Tenant security deposits, if any, shall be credited in escrow to the Buyer. The escrow agent shall withhold
 101 \$ n/a from the proceeds due Seller for payment of Seller's final water and
 102 sewer bills. Seller shall pay all utility charges to date of recording of title or date of possession whichever is later.

103 Buyer shall pay the following through escrow (unless prohibited by VA/FHA regulations): a) one-half of the escrow
 104 fee b) one half the cost of insuring premiums for Owners Fee Policy of Title Insurance; c) all recording fees for the
 105 deed and any mortgage, d) a \$395 Buyer Broker Fee to On Target Realty, Inc. If the closing
 106 date cannot occur by the date of closing due to any government regulation or lender requirement, the date of
 107 closing shall be extended for the period necessary to satisfy these requirements, not to exceed fourteen (14)
 108 business days. The Selling and Listing Brokers request and the Seller(s) and Buyer(s) hereby authorize and
 109 instruct the escrow agent to send a copy of their fully signed, Buyers and Sellers, Closing Disclosures and/or
 110 Settlement Statements, if applicable, to their respective Broker(s) listed on this Agreement promptly after closing,
 111 which Brokers may disburse to other parties to the transaction.

112 **HOME WARRANTY:** Buyer acknowledges that Limited Home Warranty Insurance Policies are available and that
 113 such policies have deductibles, may not cover pre-existing defects in the property, and have items excluded from
 114 coverage. Broker may receive a fee from the home warranty provider. Buyer does does not elect to secure a
 115 Limited Home Warranty Plan issued by n/a. The cost of \$ n/a
 116 shall be paid by Buyer Seller through escrow.

117 **INSPECTION:** This agreement shall be subject to the following inspection(s) by a qualified inspector of
 118 Buyer's choice within the specified number of days from acceptance of binding agreement. Buyer assumes
 119 sole responsibility to select and retain a qualified inspector for each requested inspection and releases
 120 Broker of any and all liability regarding the selection or retention of the inspector(s). If Buyer does not elect
 121 inspections, Buyer acknowledges that Buyer is acting against the advice of Buyer's agent and Broker. Buyer
 122 understands that all real property and improvements may contain defects and conditions that are not readily
 123 apparent and which may affect a property's use or value. Buyer and Seller agree that the Broker(s) and their
 124 agent(s) do not guarantee and in no way assume responsibility for the property's condition. Buyer acknowledges
 125 that it is Buyer's own duty to exercise reasonable care to inspect and make diligent inquiry of the Seller or Buyer's
 126 inspectors regarding the condition and systems of the property.

127 **Inspections required by any state, county, local government or FHA/VA do not necessarily eliminate the**
 128 **need for the inspections listed below.**

129 Waiver: (initials) Buyer elects to waive each professional inspection to which Buyer has not indicated
 130 "yes". Any failure by Buyer to perform any inspection indicated "yes" herein is a waiver of such inspection
 131 and shall be deemed absolute acceptance of the property by Buyer in its "as is" condition.

Choice		Inspections	Expense	
Yes	No		BUYER	SELLER
<input type="checkbox"/>	<input checked="" type="checkbox"/>	GENERAL HOME _____ days from acceptance of Agreement	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	SEPTIC SYSTEM _____ days from acceptance of Agreement	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	WELL WATER..... _____ days from acceptance of Agreement (<input type="checkbox"/> flow, <input type="checkbox"/> potability)	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	RADON..... _____ days from acceptance of Agreement	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	MOLD..... _____ days from acceptance of Agreement	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	PEST/ WOOD DESTROYING INSECTS _____ days from acceptance of Agreement	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	OTHER..... _____ days from acceptance of Agreement	<input type="checkbox"/>	<input type="checkbox"/>

143 (list other inspections)n/a
144 Within three (3) days after completion of the last inspection, Buyer shall elect one of the following:
145 a. Remove the inspection contingency and accept the property in its "as is" present physical condition. If the
146 property is accepted in its "as is" present physical condition, Buyer agrees to sign an *Amendment to the*
147 *Residential Purchase Agreement* removing the inspection contingency and this agreement will proceed in
148 full force and effect; **OR**
149 b. Accept the property subject to Seller agreeing to have specific items that were identified in a written
150 inspection report, if requested, repaired by a qualified contractor in a professional manner at Seller's
151 expense. If the property is accepted subject to the Seller repairing specific defects, Buyer agrees to provide
152 Seller with a copy of all inspection reports, if requested, and sign an *Amendment to the Residential*
153 *Purchase Agreement* removing the inspection contingency and identifying the defects which are to be
154 repaired. Seller and Buyer have five (5) days from Seller's receipt of the written list of defects and the
155 inspection report(s), if requested, to agree in writing which defects, if any, will be corrected at Seller's
156 expense. If a written agreement is not signed by Seller and Buyer within those five (5) days, this agreement
157 is null and void and Seller and Buyer agree to sign a *mutual release*, with the earnest money being returned
158 to the Buyer. (see line 227) The Buyer and Seller can mutually agree in writing to extend the dates for
159 inspections, repairs, or to exercise their right to terminate the Agreement. Seller agrees to provide
160 reasonable access to the property for Buyer to review and approve any conditions corrected by Seller, **OR**
161 Terminate this agreement if written inspection report(s) identify material latent defects not previously
162 disclosed in writing by the Seller and/or any cooperating real estate broker. If Buyer elects to terminate this
163 agreement based upon newly discovered material latent defects in the property, Buyer agrees to provide a
164 copy of the written inspection report(s), if requested, to the Seller, and both parties agree to sign a *mutual*
165 *release*. The earnest money will be returned to the Buyer without any further liability of either party to the
166 other or to the broker(s) (see line 227).

167 **MEGAN'S LAW** Seller warrants that Seller has disclosed to Buyer all notices received pursuant to Ohio's sex
168 offender law. The Buyer acknowledges that the information disclosed may no longer be accurate and agrees to
169 inquire with the local sheriff's office. Buyer agrees to assume the responsibility to check with the local sheriff's office
170 for additional information. Buyer will rely on Buyer's own inquiry with the local sheriff's office as to registered sex
171 offenders in the area and will not rely on Seller or any real estate agent involved in the transaction to determine if a
172 sex offender resides in the area of any property Buyer may purchase.

173 **CONDITION OF PROPERTY:** Buyer has examined the property and agrees that the property is being purchased
174 in its "As Is" Present Physical Condition including any defects disclosed by the Seller on the Ohio *Residential*
175 *Property Disclosure Form* or identified by any inspections requested by either party or any other
176 forms or addenda made a part of this agreement. Seller agrees to notify Buyer in writing of any additional
177 disclosure items that arise between the date of acceptance and the date of recording of the deed. Buyer has not
178 relied upon any representations, warranties, or statements about the property (including but not limited to its
179 condition or use) unless otherwise disclosed on this agreement or on the *Residential Property Disclosure Form*.

- 180 1. Buyer acknowledges receipt of completed *Residential Property Disclosure Form* from Seller
181 2. Buyer has not received *Residential Property Disclosure Form* and Seller agrees to deliver to Buyer a copy of
182 the completed *Residential Property Disclosure Form* within three (3) days after acceptance unless the sale of
183 the property is exempt by Ohio Revised Code 5302.30 from the use of the form.

184 Seller shall pay all costs for the repair of any gas line leak found between the street and foundation at the time
185 of recording of title, or restoration of utilities, whichever is sooner. Seller agrees to comply with any and all local
186 governmental point of sale laws and/or ordinances. Seller will promptly provide Buyer with copies of any notices
187 received from governmental agencies to inspect or correct any current building code or health violations. If
188 applicable, Buyer and Seller have five (5) days after receipt by Buyer of all notices to agree in writing which party
189 will be responsible for the correction of any building code or health violation(s). If Buyer and Seller cannot agree in
190 writing, this Agreement can be declared null and void by either party. In that event Seller and Buyer agree to sign a
191 *mutual release* with instruction to the Broker on disbursement of the earnest money. (see line 227)

192 **REPRESENTATIONS AND DISCLAIMERS:** Buyer acknowledges that the Seller completed the Residential
193 Property Disclosure Form unless otherwise stated above and Seller has not made any representations or
194 warranties, either expressed or implied, regarding the property, (except for the Ohio Residential Property

195 Disclosure Form, if applicable), and agrees to hold the Brokers and their agents harmless from any mis-statements
196 or errors made by the Seller on the form. Buyer also acknowledges and agrees that the Brokers and their agents
197 have no obligation to verify or investigate the information provided by the Seller on that form. Buyer acknowledges
198 that Brokers and their agents have not made any representations, warranties, or agreements, express or implied
199 regarding the condition or use of the property, including but not limited to any representation that: (a) the basement,
200 crawl space or slab area do not incur seepage, leakage, dampness, or standing water; (b) the heating, cooling,
201 plumbing, or electrical system(s) or any built-in appliance is in good working condition or is completely functional;
202 (c) the roof is weather tight and/or structurally sound; (d) the structure is free from insect infestation, lead paint, or
203 lead paint hazards; (e) the water supply or septic system, if any, are not deficient in any respect; or (f) radon gas,
204 urea-formaldehyde foam or asbestos insulation, or any other toxic substance including any toxic form of mold, is
205 not present on the property. Buyer hereby acknowledges that any representation by Seller or the real estate
206 agent(s) regarding the square footage of the rooms, structures or lot dimensions, homeowner's fees, public and
207 private assessments, utility bills, taxes and special assessments are approximate and not guaranteed. Please list
208 any and all verbal representations made by Brokers or their agents that you relied upon when purchasing this
209 property (if none, write "none")

210 none.

211 **DAMAGE:** If any building or other improvements are destroyed or damaged in excess of ten percent of the
212 purchase price prior to title transfer, Buyer may either a) accept the insurance proceeds for said damage and
213 complete this transaction or b) terminate this agreement and receive the return of all deposits made. In that
214 event, Seller and Buyer agree to sign a *mutual release*, with instruction to the Broker on disbursement of the
215 earnest money on deposit (see line 227). If such damage is less than ten percent of the purchase price, Seller
216 shall restore the property to its prior condition and Buyer agrees to complete the purchase of the Property.

217 **ADDENDA:** The additional terms and conditions in the attached addenda Agency Disclosure Form
218 Residential Property Disclosure VA FHA FHA Home Inspection Notice Secondary Offer Condominium
219 Short Sale House Sale Contingency House Sale Concurrency Lead Based Paint (required if built before 1978)
220 Homeowner's Association Affiliated Business Arrangement Disclosure Statement Walk-Through Addendum
221 Other RPD Exemption form
222 are made part of this Agreement. **The terms and conditions of any addenda will supersede any conflicting**
223 **terms in the Purchase Agreement.**

224 **ADDITIONAL TERMS:** Infinity Title Agency to handle title and escrow services.

225

226

227 **EARNEST MONEY:** In the event of a dispute between the Seller and Buyer regarding the disbursement of the
228 earnest money in the Broker's trust account, the Broker is required by Ohio law to maintain such funds in a trust
229 account until the Broker receives (a) written instructions signed by the parties specifying how the earnest money is
230 to be disbursed or (b) a final court order that specifies to whom the earnest money is to be rewarded. If within two
231 years from the date the earnest money was deposited in the Broker's trust account, the parties have not provided
232 the Broker with such separate signed instructions or written notice that such legal action to resolve the dispute has
233 been filed, the Broker shall return the earnest money to the purchaser with no further notice to the Seller. In all
234 events, at closing of the transaction, the broker shall have the right to apply earnest money being held by broker
235 against the real estate commission owed the broker as a result of said closing. If said earnest money
236 exceeds commission due Broker, the amount over the commission due Broker shall be sent to the escrow agent or
237 if requested by Seller, the total earnest money shall be sent to the Escrow Agent.

238 **BINDING AGREEMENT:** Upon written acceptance, then either written or verbal notice of such acceptance to the
239 last-offering party, this offer and any addenda listed above shall become a legally binding agreement upon Buyer
240 and Seller and their heirs, executors, administrators and assigns and shall represent the entire understanding of the
241 parties regarding this transaction. All counter-offers, amendments, changes or deletions to this Agreement shall be
242 in writing and be signed/initialed by both Buyer and Seller. Facsimile and/or scan and e-mail signatures shall be
243 deemed binding and valid. This Agreement shall be used as escrow instructions subject to the Escrow Agent's

244 usual conditions of acceptance. If there is any conflict between the escrow's conditions of acceptance and this
245 Agreement, the terms of this Agreement shall prevail. For purposes of this Agreement, "days" shall be defined as
246 calendar days.

247 **This Agreement is a legally binding contract. If you have any questions of law, consult your attorney.**

248 BUYER Address _____

249 Print Name _____ ZIP _____

250 BUYER Date _____ Phone _____

251 Print Name _____ Email _____

252 **ACCEPTANCE:** Seller accepts the above offer and irrevocably instructs escrow agent to pay from Seller's escrow
253 funds a commission of \$ _____ or per listing agreement _____ percent (_____ %) of the

254 purchase price to On Target Realty, Inc. (Selling Broker) 20020 Detroit Road, Rocky River, Ohio 44116 (Office)

255 and \$n/a plus _____ percent (_____ %) of the

256 purchase price to n/a (Listing Broker) _____ (Office)

257 SELLER Address _____

258 Print Name _____ ZIP _____

259 SELLER Date _____ Phone _____

260 Print Name _____ Email _____

261 Selling Agent Name, RE License Number, Team

262 Leader Name (if applicable), Telephone, Email:

263 John Vrsansky, Jr.

264 Broker License #220729

265 216-849-6775

266 John@OnTargetRealty.com

267 _____

Listing Agent Name, RE License Number, Team

Leader Name (if applicable), Telephone, Email:

John Vrsansky, Jr.

Broker License #220729

216-849-6775

John@OnTargetRealty.com

268 Selling Brokers Name, BR License Number,

269 Telephone and Email:

270 _____

271 _____

272 _____

273 _____

Listing Brokers Name, BR License Number

Telephone and Email:



AGENCY DISCLOSURE STATEMENT



The real estate agent who is providing you with this form is required to do so by Ohio law. You will not be bound to pay the agent or the agent's brokerage by merely signing this form. Instead, the purpose of this form is to confirm that you have been advised of the role of the agent(s) in the transaction proposed below. (For purposes of this form, the term "seller" includes a landlord and the term "buyer" includes a tenant.)

Property Address: Vacant Land - PP# 397-07-003 - 16028 Shurmer Road, Strongsville, Ohio 44136

Buyer(s): City of Strongsville

Seller(s): Walter F. Ehrnfelt, III, Trustee

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by _____, and _____
AGENT(S) BROKERAGE

The seller will be represented by _____, and _____
AGENT(S) BROKERAGE

II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

If two agents in the real estate brokerage _____ represent both the buyer and the seller, check the following relationship that will apply:

Agent(s) _____ work(s) for the buyer and Agent(s) _____ work(s) for the seller. Unless personally involved in the transaction, the principal broker and managers will be "dual agents," which is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information.

Every agent in the brokerage represents every "client" of the brokerage. Therefore, agents _____ and _____ will be working for both the buyer and seller as "dual agents." Dual agency is explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* _____

III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) John Vrsansky, Jr. and real estate brokerage On Target Realty, Inc. will

be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* _____

represent only the (check one) seller or buyer in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

CONSENT

I (we) consent to the above relationships as we enter into this real estate transaction. If there is a dual agency in this transaction, I (we) acknowledge reading the information regarding dual agency explained on the back of this form.

BUYER/TENANT DATE

SELLER/LANDLORD DATE

BUYER/TENANT DATE

SELLER/LANDLORD DATE

DUAL AGENCY

Ohio law permits a real estate agent and brokerage to represent both the seller and buyer in a real estate transaction as long as this is disclosed to both parties and they both agree. This is known as dual agency. As a dual agent, a real estate agent and brokerage represent two clients whose interests are, or at times could be, different or adverse. For this reason, the dual agent(s) may not be able to advocate on behalf of the client to the same extent the agent may have if the agent represented only one client.

As a dual agent, the agent(s) and brokerage shall:

- Treat both clients honestly;
- Disclose latent (not readily observable) material defects to the purchaser, if known by the agent(s) or brokerage;
- Provide information regarding lenders, inspectors and other professionals, if requested;
- Provide market information available from a property listing service or public records, if requested;
- Prepare and present all offers and counteroffers at the direction of the parties;
- Assist both parties in completing the steps necessary to fulfill the terms of any contract, if requested.

As a dual agent, the agent(s) and brokerage shall not:

- Disclose information that is confidential, or that would have an adverse effect on one party's position in the transaction, unless such disclosure is authorized by the client or required by law;
- Advocate or negotiate on behalf of either the buyer or seller;
- Suggest or recommend specific terms, including price, or disclose the terms or price a buyer is willing to offer or that a seller is willing to accept;
- Engage in conduct that is contrary to the instructions of either party and may not act in a biased manner on behalf of one party.

Compensation: Unless agreed otherwise, the brokerage will be compensated per the agency agreement.

Management Level Licensees: Generally, the principal broker and managers in a brokerage also represent the interests of any buyer or seller represented by an agent affiliated with that brokerage. Therefore, if both buyer and seller are represented by agents in the same brokerage, the principal broker and manager are dual agents. There are two exceptions to this. The first is where the principal broker or manager is personally representing one of the parties. The second is where the principal broker or manager is selling or buying his own real estate. These exceptions only apply if there is another principal broker or manager to supervise the other agent involved in the transaction.

Responsibilities of the Parties: The duties of the agent and brokerage in a real estate transaction do not relieve the buyer and seller from the responsibility to protect their own interests. The buyer and seller are advised to carefully read all agreements to assure that they adequately express their understanding of the transaction. The agent and brokerage are qualified to advise on real estate matters. **IF LEGAL OR TAX ADVICE IS DESIRED, YOU SHOULD CONSULT THE APPROPRIATE PROFESSIONAL.**

Consent: By signing on the reverse side, you acknowledge that you have read and understand this form and are giving your voluntary, informed consent to the agency relationship disclosed. If you do not agree to the agent(s) and/or brokerage acting as a dual agent, you are not required to consent to this agreement and you may either request a separate agent in the brokerage to be appointed to represent your interests or you may terminate your agency relationship and obtain representation from another brokerage.

Any questions regarding the role or responsibilities of the brokerage or its agents should be directed to:

Ohio Department of Commerce
Division of Real Estate & Professional Licensing
77 S. High Street, 20th Floor
Columbus, OH 43215-6133
(614) 466-4100



CONSUMER GUIDE TO AGENCY RELATIONSHIPS

On Target Realty, Inc.

We are pleased you have selected On Target Realty, Inc. to help you with your real estate needs. Whether you are selling, buying or leasing real estate, On Target Realty, Inc. can provide you with expertise and assistance. Because this may be the largest financial transaction you will enter into, it is important to understand the role of the agents and brokers with whom you are working. Below is some information that explains the various services agents can offer and their options for working with you.

For more information on agency law in Ohio you can also contact the Ohio Division of Real Estate & Professional Licensing at (614) 466-4100, or on their website www.com.state.oh.us.

Representing Sellers

Most sellers of real estate choose to list their home for sale with a real estate brokerage. When they do so, they sign a listing agreement that authorizes the brokerage and the listing agent to represent their interests. As the seller's agent, the brokerage and listing agent must: follow the seller's lawful instructions, be loyal to the seller, promote the seller's best interests, disclose material facts to the seller, maintain confidential information, act with reasonable skill and care and, account for any money they handle in the transaction. In rare circumstances, a listing broker may offer "subagency" to other brokerages which would also represent the seller's interests and owe the seller these same duties.

Representing Buyers

When purchasing real estate, buyers usually choose to work with a real estate agent as well. Often the buyers want to be represented in the transaction. This is referred to as buyer's agency. A brokerage and agent that agree to represent a buyer's interest in a transaction must: follow the buyer's lawful instructions, be loyal to the buyer, promote the buyer's best interests, disclose material facts to the buyer, maintain confidential information and account for any money they handle in the transaction.

Dual Agency

Occasionally the same agent and brokerage who represents the seller also represents the buyer. This is referred to as dual agency. When a brokerage and its agents become "dual agents," they must maintain a neutral position in the transaction. They may not advocate the position of one client over the best interests of the other client, or disclose any confidential information to the other party without written consent.

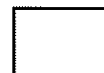
Representing Both the Buyer & Seller

On occasion, the buyer and seller will each be represented by two different agents from the same brokerage. In this case the agents may each represent the best interest of their respective clients. Or, depending on company policy, the agents may both act as dual agents and remain neutral in the transaction. When either of the above occurs, the brokerage will be considered a dual agent. As a dual agent the brokerage and its managers will maintain a neutral position and cannot advocate for the position of one client over another. The brokerage will also protect the confidential information of both parties.

Working With On Target Realty, Inc.

On Target Realty, Inc. does offer representation to both buyers and sellers. Therefore the potential exists for one agent to represent a buyer who wishes to purchase property listed with another agent in our company. If this occurs each agent will represent their own client, but On Target Realty, Inc. and its managers will act as a dual agent.

This means the brokerage and its managers will maintain a neutral position and not take any actions that will favor one side over the other. On Target Realty, Inc. will still supervise both agents to assure that their respective clients are being fully represented and will protect the parties' confidential information.



In the event that both the buyer and seller are represented by the same agent, that agent and On Target Realty, Inc. will act as dual agents but only if both parties agree. As dual agents they will treat both parties honestly, prepare and present offers at the direction of the parties, and help the parties fulfill the terms of any contract. They will not, however, disclose any confidential information that would place one party at an advantage over the other or advocate or negotiate to the detriment of either party.

If dual agency occurs you will be asked to consent to it in writing. If you do not agree to your agent acting as a dual agent, you can ask that another agent in our company be assigned to represent you or you can seek representation from another brokerage.

As a buyer, you may also choose to represent yourself on properties On Target Realty, Inc. has listed. In that instance On Target Realty, Inc. will represent the seller and you would represent your own best interests. Because the listing agent has a duty of full disclosure to the seller you should not share any information with the listing agent that you would not want the seller to know.

Working With Other Brokerages

When On Target Realty, Inc. lists property for sale it also cooperates with, and offers compensation to, other brokerages that represent buyers. On Target Realty, Inc. does reserve the right, in some instances, to vary the compensation it offers to other brokerages. As a seller, you should understand that just because On Target Realty, Inc. shares a fee with a brokerage representing the buyer, it does not mean that you will be represented by that brokerage. Instead that company will be looking out for the buyer and On Target Realty, Inc. will be representing your interests. When acting as a buyer's agent, On Target Realty, Inc. also accepts compensation offered by the listing broker. If the property is not listed with any broker, or the listing broker does not offer compensation, we will attempt to negotiate for a seller-paid fee.

Fair Housing Statement

It is illegal, pursuant to the Ohio Fair Housing Law, division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing Law, 42 U.S.C.A. 3601, as amended, to refuse to sell, transfer, assign, rent, lease, sublease or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

We hope you find this information to be helpful to you as you begin your real estate transaction. When you are ready to enter into a transaction, you will be given an Agency Disclosure Statement that specifically identifies the role of the agents and brokerages. Please ask questions if there is anything you do not understand.

Because it is important that you have this information, Ohio law requires that we ask you to sign below, acknowledging receipt of this Consumer Guide. Your signature will not obligate you to work with our company if you do not choose to do so.

Name (Please Print)

Signature Date

Buyer:

Name (Please Print)

Signature Date



ESTIMATED BUYER EXPENSES

The figures below are estimates only. Actual lender and escrow estimates from one lender to another may vary. The below estimates are provided as a courtesy and reflect usual buyer-side expenses. Buyers should obtain written estimates from lender and title company.

Purchase Price : 149,900

Lender Closing Costs 0

Lender Points 0

1/2 Escrow Fee 150

1/2 Title Insurance 475

Buyer Broker Fee 395

Misc. 200

Total 1220

Buyer

Buyer

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE NOTICE
(In Compliance with Federal Law)

To: Buyer/s and Seller/s

From: On Target Realty, Inc. John Vrsansky and Wayne Plowman

Property: Vacant Land - PP# 397-07-003 - 16028 Shurmer Road, Strongsville, Ohio
44136

Date: _____

This is to give you notice that On Target Realty, Inc. John Vrsansky and Wayne Plowman have a business relationship with Infinity Title Agency, LLC dba Infinity Title Solutions. On Target Realty, Inc. John Vrsansky and Wayne Plowman is a member and equity owner of Infinity Title Investors I, LLC. Infinity Title Investors I, LLC owns 49.9% of the limited liability company membership interests of Infinity Title Agency, LLC dba Infinity Title Solutions, and On Target Realty, Inc. John Vrsansky and Wayne Plowman owns less than ten percent (10%) of the limited liability company membership interests of Infinity Title Investors I, LLC. Because of this relationship, this referral may provide a financial benefit to Infinity Title Investors I, LLC, On Target Realty, Inc. John Vrsansky and Wayne Plowman.

Set forth below are the estimated charges or range of charges by Infinity Title Agency, LLC dba Infinity Title Solutions for the settlement services listed. You are NOT required to use Infinity Title Agency, LLC dba Infinity Title Solutions as a condition for the purchase, sale, or refinance of the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

INFINITY TITLE SOLUTIONS

Title Insurance Premium:	State Regulated
Title Commitment Fee:	\$50 - \$100
Title Exam Fee:	\$125 - \$425
Settlement Fee:	\$100 - \$425
Recording Fee:	\$28 - \$250
Contract Closer Fee:	\$100-\$125

*Additional fees subject to buyers' lender

I/We have read this disclosure form and understand that On Target Realty, Inc. John Vrsansky and Wayne Plowman is/are referring me/us to purchase the above-described settlement services from Infinity Title Agency, LLC dba Infinity Title Solutions, and Infinity Title Agency, LLC dba Infinity Title Solutions may receive financial or other benefits as a result of this referral.

Purchaser/Borrower Date

Seller Date

Purchaser/Borrower Date

Seller Date