



City of Strongsville

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

City Council

Michael J. Daymut
Ward 1

Matthew A. Schonhut
Ward 2

James E. Carbone
Ward 3

Gordon C. Short
Ward 4

Joseph C. DeMio
At-Large

Kenneth M. Dooner
President Pro Tem
At-Large

Duke Southworth
President of Council
At-Large

Aimee Pientka, CMC
Clerk of Council
aimee.pientka@strongsville.org

Tiffany Mekeel, CMC
Assistant Clerk of Council
tiffany.mekeel@strongsville.org

September 29, 2016

MEETING NOTICE

City Council has scheduled the following meetings for **Monday, October 3, 2016**, to be held in the Caucus Room and the Council Chamber at the **Mike Kalinich Sr. City Council Chamber, 18688 Royalton Road**:

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

7:30 P.M. **Planning, Zoning and Engineering Committee** will meet to discuss Ordinance Nos. 2016-158, 2016-189 and 2016-190.

Public Safety and Health Committee will meet to discuss Ordinance Nos. 2016-191 and 2016-192.

Public Service and Conservation Committee will meet to discuss Ordinance Nos. 2016-193 and 2016-194.

Building and Utilities Committee will meet to discuss Ordinance No. 2016-195

Economic Development will meet to discuss items pertinent to the committee.

Committee of the Whole will meet to discuss Ordinance No. 2016-196.

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, OCTOBER 3, 2016 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:
 - *Council Meeting – September 19, 2016*
6. APPOINTMENTS, CONFIRMATIONS, AWARDS AND RECOGNITION:
7. REPORTS OF COUNCIL COMMITTEE:
 - SCHOOL BOARD – Mr. Carbone:
 - SOUTHWEST GENERAL HEALTH SYSTEM – Mr. Southworth:
 - BUILDING AND UTILITIES – Mr. Schonhut:
 - COMMUNICATIONS AND TECHNOLOGY – Mr. Schonhut:
 - ECONOMIC DEVELOPMENT – Mr. Daymut:
 - FINANCE – Mr. Dooner:
 - PLANNING, ZONING AND ENGINEERING – Mr. Daymut:
 - PUBLIC SAFETY AND HEALTH – Mr. DeMio:
 - PUBLIC SERVICE AND CONSERVATION – Mr. Carbone:
 - *Motion to ratify, approve and note the burial of Alec Miciunas in Section F, Lot #97, Grave E.*
 - *Motion to ratify, approve and note the burial of Maria Theresa Kiefer in Section F, Lot #405, Grave D and John Edward Kiefer in Section F, Lot #405, Grave F, based on the owners' designation of wishes for interments in the Strongsville Municipal Cemetery.*
 - RECREATION AND COMMUNITY SERVICES – Mr. Short:
 - COMMITTEE-OF-THE-WHOLE – Mr. Southworth:

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. 2016-158 by Mayor Perciak, Mr. Carbone and Mr. Schonhut. AN ORDINANCE AMENDING SECTIONS 1242.07(b), 1258.02, 1258.03 and 1258.06, OF TITLE SIX OF PART TWELVE-PLANNING AND ZONING CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE IN ORDER TO ESTABLISH REGULATIONS FOR CERTAIN BUSINESSES, AND DECLARING AN EMERGENCY. *First reading and referred to Planning Commission 09-06-16. Favorable recommendation by Planning Commission 09-22-16.*
- Ordinance No. 2016-189 by Mayor Perciak and Mr. Daymut. AN ORDINANCE AUTHORIZING COOPERATION BY THE CITY WITH THE DIRECTOR OF THE OHIO DEPARTMENT OF TRANSPORTATION (“ODOT”), APPROVING THE MAYOR ENTERING INTO A CONTRACT AUTHORIZING ODOT TO PROCEED WITH THE CONSTRUCTION OF A NOISE BARRIER ALONG IR-80 EAST BOUND JUST WEST OF WEST 130TH STREET, IN THE CITY OF STRONGSVILLE (CUY-80-1.45; PID NO. 98622), AND DECLARING AN EMERGENCY.
- Ordinance No. 2016-190 by Mr. Carbone and Mr. Schonhut. AN ORDINANCE APPROVING AND AUTHORIZING THE FILING OF AN APPLICATION FOR FINANCIAL ASSISTANCE WITH THE CUYAHOGA COUNTY PLANNING COMMISSION UNDER THE YEAR 3 (2016) COMMUNITY MASTER PLAN UPDATE PROGRAM, AND DECLARING AN EMERGENCY.
- Ordinance No. 2016-191 by Mayor Perciak and Mr. DeMio. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE CHAIRMAN OF THE DISTRICT ADVISORY COUNCIL OF THE CUYAHOGA COUNTY GENERAL HEALTH DISTRICT FOR HEALTH SERVICES FOR THE YEAR 2017 FOR THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Ordinance No. 2016-192 by Mayor Perciak and Mr. DeMio. AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ISSUE AND APPROVE CHANGE ORDER NOS. 2, 3, 4 AND 5 FOR AN INCREASE IN THE CONTRACT PRICE IN ACCORDANCE WITH THE PROVISIONS OF THE CONTRACT BETWEEN THE CITY OF STRONGSVILLE AND SEITZ BUILDERS, INC., IN CONNECTION WITH THE RENOVATION AND MECHANICAL UPGRADES AT FIRE STATION NO. 3, AND DECLARING AN EMERGENCY.

- Ordinance No. 2016-193 by Mr. Carbone. AN ORDINANCE REQUESTING PARTICIPATION IN OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES CONTRACTS FOR THE PURCHASE OF A HYDRAULIC EXCAVATOR AND TRAILER, WITH APPURTENANCES, FOR USE BY THE SERVICE DEPARTMENT OF THE CITY; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO DO ALL THINGS NECESSARY TO ENTER INTO AN AGREEMENT IN CONNECTION THEREWITH; AND DECLARING AN EMERGENCY.
- Ordinance No. 2016-194 by Mayor Perciak and Mr. Carbone. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE PURCHASE OF NINE (9) NEW 2016 JEEP CHEROKEE SPORT UTILITY VEHICLES FOR USE BY THE BUILDING AND ENGINEERING DEPARTMENTS, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.
- Ordinance No. 2016-195 by Mayor Perciak and Mr. Schonhut. AN ORDINANCE AMENDING SECTION 1480.02 OF TITLE EIGHT OF PART FOURTEEN, BUILDING AND HOUSING CODE, OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Ordinance No. 2016-196 by Mayor Perciak and All Members of Council. AN ORDINANCE REQUESTING PARTICIPATION IN OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES CONTRACTS AND THE STATE'S NATURAL GAS PURCHASING PROGRAM FOR THE PURCHASE OF NATURAL GAS AND RELATED SERVICES, 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.

11. COMMUNICATIONS, PETITIONS AND CLAIMS:

- *Application for Permit: N-D1: To: Bhelwala LLC. DBA: Bhelwala Indian Street Food, 15036 Pearl Road Strongsville, Ohio 44136 (Responses must be postmarked no later than 10/14/2016).*

12. MISCELLANEOUS BUSINESS:

13. ADJOURNMENT:

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 158

By: Mayor Perciak, Mr. Carbone and Mr. Schonhut

AN ORDINANCE AMENDING SECTIONS 1242.07(b), 1258.02, 1258.03 and 1258.06, OF TITLE SIX OF PART TWELVE-PLANNING AND ZONING CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE IN ORDER TO ESTABLISH REGULATIONS FOR CERTAIN BUSINESSES, AND DECLARING AN EMERGENCY.

WHEREAS, the City has a legitimate, substantial and compelling interest in protecting City residents and visitors from criminal activity and health risks; and

WHEREAS, the City has a legitimate, substantial and compelling interest in fostering positive perceptions of the City and pride in our neighborhoods; and

WHEREAS, the City has a legitimate, substantial and compelling interest in encouraging development patterns that minimize the secondary effects of land uses, such as pawn shops, paraphernalia stores, vape shops, vaporizer stores, tattoo parlors, hookah lounges and vapor lounges; and

WHEREAS, the City has a legitimate, substantial and compelling interest in encouraging economic investment in our communities and neighborhoods; and

WHEREAS, this Council believes that operating pawn shops, paraphernalia stores, vape shops, vaporizer stores, tattoo parlors, hookah lounges and vapor lounges may have inappropriate impacts on children, surrounding neighborhoods and adjacent retail space; and

WHEREAS, the location of these business uses near places frequented by children, such as schools, creates unnecessary exposure; and

WHEREAS, the density of such business uses can increase their potential negative impacts on property values and the viability of adjacent retail space; and

WHEREAS, this Council desires to regulate these business uses located in the City so as to protect children and neighborhoods, maintain property values and generally preserve and protect the quality of the residential and business neighborhoods in the City of Strongsville; and

WHEREAS, this Council does hereby determine that it is in the best interests of the health, safety and welfare of the citizens of the City of Strongsville to enact this Ordinance.

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

Section 1. That Section 1242.07(b) of Chapter 1242 of Title Six of Part Twelve-Planning and Zoning Code of the Codified Ordinances of the City of Strongsville concerning Conditional Use Permits, be and is hereby amended to read as follows:

1242.07 CONDITIONAL USE PERMITS.

* * *

(b) Standards for Evaluating Conditional Use Permits. An application for a conditional use permit shall not be approved unless the following conditions and standards are complied with as set forth for the following districts:

* * *

(10) Pawn Shops, Paraphernalia Stores, Vape Shops, Vaporizer Stores, Tattoo Parlors, Hookah Lounges, Smoke Lounges, and Vapor Lounges. In addition to complying with all other requirements of this Zoning Code, these uses shall comply with the following requirements and standards:

- A. No such use shall be established or operated within 500 feet of a school.
- B. No such use shall be established or operated within 500 feet of an existing use of the same specific type.
- C. No such use shall be operated or open for business between the hours of 12:00 midnight and 8:00 a.m.

~~(4011)~~ Safeguards and conditions. In addition to complying with the above general standards set forth in this section, conditions appropriate to each particular application may also be set forth in the permit.

~~(4112)~~ Approval. The approval of a conditional use permit shall become null and void if the construction of the building or site improvements are not started within a six-month period after date of approval.

~~(Ord. 2011-055. Passed 6-20-11.)~~

* * *

Section 2. That Section 1258.02 of Chapter 1258 of Title Six of Part Twelve-Planning and Zoning Code of the Codified Ordinances of the City of Strongsville concerning Use Regulations; Local Business District, be and is hereby amended to read in its entirety as follows:

1258.02 USE REGULATIONS; LOCAL BUSINESS DISTRICT.

Buildings and land shall be used, and buildings shall be designed, erected, altered, moved or maintained in whole or in part, in Local Business Districts, only for the uses set forth in the following schedules and regulations:

- (a) Main Buildings and Uses Permitted.

- (1) Office buildings and offices, including professional, financial, govern mental, public utility, sales, executive and administrative;
- (2) Retail stores and services conducted wholly within enclosed buildings and devoted to supplying neighborhood needs to the following limited extent:
 - A. Retail sales.
 1. The sale of baked goods, confectionery, groceries, meats, fruits, vegetables, dairy products and packaged beverages;
 2. The sale of drugs, gifts, antique and art goods, flowers, periodicals, musical instruments and supplies (provided that no loudspeakers broadcast onto the street) and sporting and athletic goods, **and specifically excluding the sale of items set forth in Sections 1258.06(a)(4) and 1258.06(a)(5);**
 3. The sale of wearing apparel, shoes and hats; variety stores;
 4. The sale of hardware, tools, paint, garden supplies and household appliances; and
 5. The sale, serving and consumption of food, soft drinks, juices and ice cream in carry-out and sit-down restaurants whenever such use is within a business building located adjacent to another business building having one or more party walls and a common roof with one or more similar business buildings, but not as a separate business building or use, provided a conditional use permit is granted in accordance with the standards set forth in Section 1242.07 of the Zoning Code.
 6. An outdoor eating area adjacent to and as an accessory use to the main building may be permitted provided a conditional use permit is granted in accordance with the standards set forth in Section 1242.07 of the Zoning Code.
 - B. Services.
 1. Personal services, such as beauty and barber shops; interior decorating, **but excluding services listed in Section 1258.06(a)(6);**
 2. Laundry agencies and laundromat; tailor, pressing and dry cleaning shops in which only nonexplosive nonflammable solvents are used provided that no work shall be done on the premises for retail outlets elsewhere; and

3. Repair services, such as shoe and hat, radio and television, household appliances.
- (3) Retail sales in open yards to the following limited extent: Garden equipment and supplies, garden furniture, nursery stock and monuments may be sold on an open lot provided the operation is in connection with an established related business conducted within a store building or retail greenhouse, not more than 150 feet therefrom, and provided the sales in open yards comply with the setbacks established in Section 1258.11 of this Zoning Code.
- (4) Child/Adult Day Care Centers. Buildings and land for child/adult day care centers, provided that a conditional use permit is granted in accordance with the procedures and standards set forth in Section 1242.07 of this Zoning Code.
- (b) Similar Main Uses Permitted. Any other neighborhood retail store, shop or service not listed above or in any subsequent use classification, and determined as similar by the Planning Commission in accordance with the standards set forth in Section 1242.08 of this Zoning Code. Main uses enumerated in a General Business District, except assembly halls, mortuaries, and bus passenger stations, may be permitted in a Local Business District, provided a conditional use permit is granted in accordance with the standards set forth in Section 1242.07 of this Zoning Code.
- (c) Accessory Uses Permitted. Any accessory use, such as storage of goods or processing operations which are clearly incidental to conducting a retail business, office or service establishment, which is permitted as a main use, provided that such a use has no injurious effect on adjoining Residential Districts.
 - (1) Accessory off-street parking and loading facilities as required in Chapter 1270 of this Zoning Code; and
 - (2) Signs in Local Business Districts shall be designed, erected, altered, reconstructed, moved and maintained, in whole or in part, in accordance with the type, design size, location, illumination and other provisions set forth in Chapter 1272 of this Zoning Code.

~~(Ord. 2009-155. Passed 11-16-09.)~~

Section 3. That Section 1258.03 of Chapter 1258 of Title Six of Part Twelve-Planning and Zoning Code of the Codified Ordinances of the City of Strongsville concerning Use Regulations; General Business District, be and is hereby amended to read in its entirety as follows:

1258.03 USE REGULATIONS; GENERAL BUSINESS DISTRICT.

Buildings and land shall be used, and buildings shall be designed, erected, altered, moved or maintained in whole or in part, in General Business Districts, only for uses set forth in the following schedules and regulations:

(a) Main Building and Uses Permitted.

- (1) Offices, stores, services and other use classifications as permitted in Local Business Districts;
- (2) Mortuaries (Funeral Homes);
- (3) Additional retail business stores and services conducted wholly within enclosed buildings and devoted to supplying the retail business needs of the community to the following extent:
 - A. Retail sales.
 1. The sale of all food; frozen food lockers;
 2. The sale of all general merchandise; dry goods, variety and department stores, **but excluding the sale of items listed in Section 1258.06(a)(4) and 1258.06(a)(5);**
 3. The sale of all hardware, appliances, china, furniture, floor and wall covering, business equipment, music, radio and television, provided no loudspeakers broadcast outside the parcel;
 4. The sale of bicycles, sport and athletic equipment, pet shops;
 5. Wholesale offices and showrooms, with storage limited to samples;
 6. The sale, serving and consumption of food, soft drinks, juices and ice cream in carry-out and sit-down restaurants whenever such use is within a business building located adjacent to another business building having one or more party walls and a common roof with one or more similar business buildings, but not as a separate business building or use, provided a conditional use permit is granted in accordance with the standards set forth in Section 1242.07. An outdoor eating area adjacent to and as an accessory use to the main building may be permitted provided a conditional use permit is granted in accordance with the standards set forth in Section 1242.07 of the Zoning Code.
 7. Restaurants, taverns, night clubs, delicatessens, eating establishments, businesses permitting dancing and live entertainment, whenever such use is within a business building located adjacent to another business building having one or more party walls and a common roof with one or more similar business buildings but not as a separate building or use provided a conditional use permit is granted in accordance with the standards set forth in Section 1242.07 of this Zoning Code. An outdoor eating area adjacent to and as an accessory use to the main building may be permitted provided a conditional use permit is granted in accordance with the standards set forth in Section 1242.07 of the Zoning Code.
 8. Individual retail business stores of 100,000 square feet and larger may be permitted a limited area to display merchandise outside the store building in an approved

designated, self-contained, screened area provided a conditional use permit is granted in accordance with the provisions of Section 1242.07 of this Zoning Code.

9. The sale and/or exchange of propane canisters not exceeding twenty (20) pounds at freestanding "big box" stores exceeding 50,000 square feet gross floor area; and freestanding "super" drug stores exceeding 14,000 square feet gross floor area provided a conditional use permit is granted in accordance with the provisions of Section 1242.07 of this Zoning Code.

~~(Ord. 2014-132. Passed 9-2-14.)~~

10. Brewpubs and microbreweries which include attached restaurant facilities for the on-site consumption of food and beverages provided that a conditional use permit is granted in accordance with the standards set forth in Section 1242.07 of this Zoning Code.

(Ord. 2015-114. Passed 7-20-15.)

B. Services.

1. Shops for custom work for the making of articles to be sold only at retail on the premises, excluding internal combustion engines;
2. All personal service establishments without limitations on the number of persons engaged in such work, **but excluding services listed in Section 1258.06(a)(6)**;
3. Photographic developing, blueprinting, letter, job and newspaper printing, radio or television stations with ancillary transmittal towers, telephone exchanges, transformer stations;
4. Bus passenger stations, taxi stations; and
5. Veterinary office/out-patient clinic provided such use is a single use in a free-standing building with no dog runs and no overnight housing of animals.

- C. Churches. Buildings and land for churches provided that a conditional use permit is granted in accordance with the procedures and standards set forth in Section 1242.07 of this Zoning Code. To be located in a General Business District, a church shall be governed by and meet all requirements, standards and procedures of Chapter 1256 and other Codified Ordinance sections referenced therein.

- D. Child/Adult Day Care Centers. Buildings and land for child/adult day care centers, provided that a conditional use permit is granted in accordance with the procedures and standards set forth in Section 1242.07 of this Zoning Code.

- E. Exercise Facilities. Dance instruction, gymnastics, yoga, martial arts training, gymnasiums, and physical fitness centers, none of which shall exceed 5,000 square feet, provided that a conditional

use permit is granted in accordance with the procedures and standards set forth in Section 1242.07 of this Zoning Code.

- F. Automotive Service Centers. Automotive Service Centers in accordance with the provisions of Section 1258.14 and provided a conditional use permit is granted in accordance with the standards set forth in Section 1242.07 of the Zoning Code.
- (b) Similar Main Uses Permitted. Any other general business store, shop or service not listed above or in any subsequent use classification and determined as similar by the Planning Commission in accordance with the standards set forth in Section 1242.08.
- (c) Accessory Uses Permitted. Any accessory use such as storage of goods or processing operations which are clearly incident to conducting a retail business, office or service establishment or other permitted main use, provided that such accessory use serves solely as an accessory use to permitted main uses on the same zoning lot, and provided such an accessory use has no injurious effect on the adjoining residential districts. The following accessory uses are also permitted:
- (1) Accessory off-street parking and loading facilities as required in Chapter 1270 of this Zoning Code; and
 - (2) Signs in General Business Districts shall be designed, erected, altered, reconstructed, moved and maintained, in whole or in part, in accordance with the type, design size, location, illumination and other provisions set forth in Chapter 1272 of this Zoning Code.
 - (3) Crematories only as an integral component of a licensed mortuary (funeral home) provided a conditional use permit is granted in accordance with the standards set forth in Section 1242.07.

~~(Ord. 2014-132. Passed 9-2-14.)~~

Section 4. That Section 1258.06 of Chapter 1258 of Title Six of Part Twelve-Planning and Zoning Code of the Codified Ordinances of the City of Strongsville concerning Use Regulations; Restaurant-Recreational Services District, be and is hereby amended to read in its entirety as follows:

1258.06 USE REGULATIONS; RESTAURANT-RECREATIONAL SERVICES DISTRICT.

Buildings and land shall be used and buildings shall be designed, erected, altered, moved or maintained in whole or in part in Restaurant-Recreational Services Districts only for the uses set forth in the following schedules and regulations:

- (a) Main Buildings and Uses Permitted.
- (1) The sale, serving and consumption of food, soft drinks, juices and ice cream in such places as drive-in, carry-out and sit-down restaurants. Places where food or beverages are not consumed within a building may be permitted only if a conditional use permit is granted in accordance with the standards set forth in Section 1242.07 of this Zoning Code. An outdoor eating area adjacent to and as an accessory use to the main building may be permitted provided a conditional

- use permit is granted in accordance with the standards set forth in Section 1242.07 of the Zoning Code.
- (2) The sale, serving and consumption of alcoholic beverages, including dancing and live entertainment, provided a conditional use permit is granted in accordance with the standards set forth in Section 1242.07 of this Zoning Code;
 - (3) Commercial, amusement and recreational services, such as assembly and meeting halls, billiard halls, bowling alleys, dance halls, indoor theaters, ice and roller skating rinks and other social, fraternal, sport and recreational establishments, provided they are conducted within an enclosed building and sufficiently sound-insulated to confine the noise to the premises. A game room or amusement arcade may be permitted only if a conditional use permit is granted in accordance with the general and specific standards set forth in Section 1242.07 of this Zoning Code.
 - (4) **Pawn shops, provided a conditional use permit is granted in accordance with the standards set forth in Section 1242.07 of this Zoning Code.**
 - (5) **The sale of paraphernalia typically associated with controlled substances, vape shops, vaporizer stores, and similar operations, provided a conditional use permit is granted in accordance with the standards set forth in Section 1242.07 of this Zoning Code.**
 - (6) **Tattoo parlors, hookah lounges, smoke lounges, vapor lounges, or other similar services, provided a conditional use permit is granted in accordance with the standards set forth in Section 1242.07 of this Zoning Code.**
- (b) Similar Main Uses Permitted. Any other restaurant or commercial recreational service facility not listed above or in any subsequent use classification and determined as similar by the Planning Commission in accordance with the standards set forth in Section 1242.08 of this Zoning Code;
- (c) Accessory Uses Permitted. Any accessory use, such as storage of goods which are clearly incidental to conducting a restaurant or commercial recreational use, shall be permitted, provided such accessory use is compatible with the permitted main use.
- (1) Mechanical amusement devices as defined in Section 1240.08(c)(19), provided, however, that a conditional use permit must be obtained pursuant to this section for the use of more than one device in the business premises;
 - (2) Accessory off-street parking and loading facilities as required in Chapter 1270 of this Code; and
 - (3) Signs in Restaurant-Recreational Services Districts shall be designed, erected, altered, reconstructed, moved and maintained, in whole or in part, in accordance with the type,

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2016 – 158
Page 9

design size, location, illumination and other provisions set forth in Chapter 1272 of this Zoning Code.

~~(Ord. 2009-155. Passed 11-16-09.)~~

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

Section 6. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is necessary to provide for the appropriate regulation of such establishments as conditional permitted uses in certain districts, and to ensure the safety of the general public. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

First reading: September 6, 2016 Referred to Planning Commission
 Second reading: _____ September 7, 2016
 Third reading: _____ Approved: _____
 Public Hearing: _____

 President of Council
 Approved: _____
 Mayor
 Date Passed: _____ Date Approved: _____

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Daymut	_____	_____
DeMio	_____	_____
Dooner	_____	_____
Schonhut	_____	_____
Short	_____	_____
Southworth	_____	_____

Attest: _____
 Clerk of Council

ORD. No. 2016-158 Amended: _____
 1st Rdg. 09-06-16 Ref: PC/PZE
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE
OFFICE OF THE COUNCIL

MEMORANDUM

TO: Planning Commission
FROM: Aimee Pientka, Clerk of Council
DATE: September 7, 2016
SUBJECT: Referral from Council: Ordinance Nos. 2016-158 & 2016-159

Please be advised that at its regular meeting of September 6, 2016, City Council referred the following Ordinances to the Planning Commission for its report and recommendation thereon:

- Ordinance No. 2016-158 by Mayor Perciak, Mr. Carbone and Mr. Schonhut. AN ORDINANCE AMENDING SECTIONS 1242.07(b), 1258.02, 1258.03 and 1258.06, OF TITLE SIX OF PART TWELVE-PLANNING AND ZONING CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE IN ORDER TO ESTABLISH REGULATIONS FOR CERTAIN BUSINESSES, AND DECLARING AN EMERGENCY. *First reading and referred to Planning Commission 09-06-16.*
- Ordinance No. 2016-159 by Mayor Perciak and Mr. Daymut. AN ORDINANCE APPROVING AND AUTHORIZING THE GRANT OF REVOCABLE LICENSES TO MEGHAN RUGGIERO AND JOSEPH RUGGIERO; NICHOLAS R. CATANZARITE AND LAUREN A. CATANZARITE; AND ANTHONY M. CATANZARITE AND ANDREA M. CATANZARITE, FOR THE USE OF A PUBLIC WAY FOR THE ERECTION OF STREET LIGHTS AND APPURTENANCES; AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS IN FURTHERANCE THEREOF; AND DECLARING AN EMERGENCY. *First reading and referred to Planning Commission 09-06-16.*

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

AKP
Attachments

MEMORANDUM

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

FROM: Carol Oprea, Administrative Assistant, Boards & Commissions

SUBJECT: Referrals to Council

DATE: September 23, 2016

Please be advised that at its meeting of September 22, 2016, the Strongsville Planning Commission gave Favorable Recommendation to the following;

ORDINANCE NO. 2016-158

AN ORDINANCE AMENDING SECTIONS 1242.07(B), 1258.02, 1258.03 and 1258.06, OF TITLE SIX OF PART TWELVE-PLANNING AND ZONING CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE IN ORDER TO ESTABLISH REGULATIONS FOR CERTAIN BUSINESSES AND DECLARING AN EMERGENCY.

ESCAPE ROOM/ Nimer Elder, Agent

Determination of a Similar Use pursuant to Codified Ordinance Section 1242.08 and 1258.03(b) to permit a training center conducted within an enclosed building in a General Business District.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 189

By: Mayor Perciak and Mr. Daymut

AN ORDINANCE AUTHORIZING COOPERATION BY THE CITY WITH THE DIRECTOR OF THE OHIO DEPARTMENT OF TRANSPORTATION (“ODOT”), APPROVING THE MAYOR ENTERING INTO A CONTRACT AUTHORIZING ODOT TO PROCEED WITH THE CONSTRUCTION OF A NOISE BARRIER ALONG IR-80 EAST BOUND JUST WEST OF WEST 130TH STREET, IN THE CITY OF STRONGSVILLE (CUY-80-1.45; PID NO. 98622), AND DECLARING AN EMERGENCY.

WHEREAS, on April 6, 2015, the City of Strongsville enacted legislation being Ordinance No. 2015-060 proposing its cooperation with and consent to the Director of the Ohio Department of Transportation for the following described project:

The project consists of construction of noise wall barriers lying within the City of Strongsville; and

WHEREAS, the City has agreed to cooperate with the Director of the Ohio Department of Transportation in connection with the Project as follows:

The City agrees to participate in this project in a lump sum amount of \$70,000.00 in addition to assuming 100% of the total cost of those features requested by the City which are not necessary for the improvement, as determined by the State; and

WHEREAS, the share of the cost of the City is now estimated in the amount of \$70,000.00, but said estimated amount is to be adjusted in order that the City's ultimate share of said improvement shall correspond with said percentages of actual costs when said actual costs are determined; and

WHEREAS, the Director of Transportation has approved said legislation proposing cooperation and has caused to be made plans and specifications and an estimate of cost and expense for improving the above-described highway, and has transmitted copies of the same to the City; and

WHEREAS, the City of Strongsville desires the Director of Transportation to proceed with the aforesaid highway improvement.

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

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2016 – 189
Page 2

Section 1. That the Mayor be and is hereby authorized and directed to enter into a contract with the State of Ohio, Department of Transportation in the form attached hereto as Exhibit A and incorporated herein as if fully rewritten; and the Mayor, Director of Finance and City Engineer, and other appropriate City officials be and are hereby authorized and directed to provide, execute and deliver certifications, assurances and such other information as may be required in connection therewith.

Section 2. That this Council and the Administration hereby request the Ohio Director of Transportation to proceed with the aforesaid Project and highway improvement; and further agree to assume the share of the cost and expense of the Project over and above the amount to be paid from State funds, which is presently estimated at \$70,000.00.

Section 3. That the funds necessary to pay for the City of Strongsville's portion of the costs in connection with this Project have been appropriated and shall be paid from the General Capital Improvement Fund; and the Director of Finance is hereby authorized and directed to issue a warrant from City funds for said sum upon the requisition of the Director of Transportation to pay the cost and expense of said improvement, over and above the amount to be paid from State funds.

Section 4. That the Clerk of Council be and is hereby authorized and directed to forward a certified copy of this Ordinance to the Ohio Director of Transportation.

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

Section 6. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety, and general welfare of the inhabitants of the City and for the further reason that it is necessary in order to participate with the State and expedite the Project, to promote highway safety, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2016 – 189
Page 3

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Daymut	_____	_____
DeMio	_____	_____
Dooner	_____	_____
Schonhut	_____	_____
Short	_____	_____
Southworth	_____	_____

Attest: _____
Clerk of Council

ORD. No. 2016-189 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

**CERTIFICATE OF COPY
STATE OF OHIO**

State of Ohio)
County of Cuyahoga)
City of Strongsville)

I, Aimee Pientka, as Clerk of Council of the City of Strongsville, Ohio, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the Legislative Authority of the said City on the ___ day of _____, 2016, that the publication of such Ordinance has been made and certified of record according to law; and that such Ordinance and certificate of publication thereof are of record in Ordinance Record No. _____.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, this ___ day of _____, 2016.

(SEAL)

Aimee Pientka, Clerk of Council

C O N T R A C T
(Chapter 5521, Ohio Revised Code)

This contract is made by and between the State of Ohio, Department of Transportation, acting through its director (hereinafter referred to as the "STATE"), 1980 West Broad Street, Columbus, Ohio 43223, and the City of Strongsville, (hereinafter referred to as the legislative authority/Local Public Agency or "LPA").

WITNESSTH:

WHEREAS, Chapter 5521 of the Ohio Revised Code provides that the legislative authority may cooperate with the STATE in a highway project made by and under the supervision of the Director of Transportation; and

WHEREAS, through the enactment of preliminary legislation, the LPA and the STATE have agreed to cooperate in the highway project described below; and

WHEREAS, through the enactment of final legislation, the LPA has committed to pay an estimated amount of money as its share of the total estimated cost and expense of the highway project described below; and

WHEREAS, the fiscal officer of the LPA has filed with the LPA a certificate stating that sufficient moneys are available, as required by Chapter 5521 and Section 5705.41 of the Ohio Revised Code. A duplicate certificate is attached hereto; and

WHEREAS, in accordance with the final legislation, the LPA hereby enters into this contract with the STATE to provide for payment of the agreed portion of the cost of the highway project and any additional obligations for the highway project described below.

NOW, THEREFORE, in consideration of the premises and the performances of mutual covenants hereinafter set forth, it is agreed by parties hereto as follows:

SECTION I: RECITALS

The foregoing recitals are hereby incorporated as a material part of this contract.

SECTION II: PURPOSE

The purpose of this contract is to set forth requirements associated with the highway project described below (hereinafter referred to as the "PROJECT") and to establish the responsibilities for the administration of the PROJECT by the LPA and the STATE.

SECTION III: LEGAL REFERENCES

This contract is established pursuant to Chapter 5521 of the Ohio Revised Code.

SECTION IV: SCOPE OF WORK

The work to be performed under this contract shall consist of the following:

The project consists of construction of noise wall barriers, lying within the City of Strongsville.

SECTION V: FINANCIAL PARTICIPATION

1. The STATE agrees to provide the necessary funds as enumerated in this section and allowed by law for the financing of this project.
2. The STATE may allocate the money contributed by the LPA in whatever manner it deems necessary in financing the cost of construction, right-of-way, engineering, and incidental expenses, notwithstanding the percentage basis of contribution by the LPA.
3. The total cost and expenses for the project are only an estimate and the total cost and expenses may be adjusted by the STATE. If any adjustments are required, payment of additional funds shall correspond with the percentages of actual costs when said actual costs are determined, and as requested, by the Director of Transportation.
4. The LPA agrees to pay to the STATE its share of the total estimated cost expense for the above highway project in the amount of **Seventy Thousand and - - - 00/100 Dollars, (\$70,000.00)**.
5. **The City agrees to participate in this project in a lump sum amount of \$70,000.00 in addition to assuming 100% of the total cost of those features requested by the City which are not necessary for the improvement, as determined by the State.**
6. The LPA agrees to assume and bear One Hundred Percent (100%) of the cost of any construction items required by the LPA on the entire project, which are not necessary for the improvement, as determined by the State and State Highway Administration.
7. The LPA agrees that change orders and extra work contracts required fulfilling the construction contracts shall be processed as needed. The STATE shall not approve a change order or extra work contract until it first gives notice, in writing, to the LPA. The LPA shall contribute its share of the cost of these items in accordance with other sections herein.

SECTION VI: RIGHT-OF-WAY AND UTILITIES

1. The LPA agrees that all right-of-way required for the described project will be acquired and/or made available in accordance with current State and State regulations. The LPA also understands that right-of-way costs include eligible utility costs.
2. The LPA agrees that all utility accommodation, relocation, and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual, including that:
 - A. Arrangements have been or will be made with all utilities where facilities are affected by the described PROJECT, that the utilities have agreed to make all necessary removals and/or relocations to clear any construction called for by the plans of this PROJECT, and that the utilities have agreed to make the necessary removals and/or relocations after notification by the LPA or STATE.
 - B. The LPA shall, at its own expense, make all removals and/or relocations of publicly-owned utilities which do not comply with the reimbursement provisions of the ODOT Utilities Manual. Publicly-owned facilities which do comply with the reimbursement provisions of the ODOT Utilities Manual will be removed and/or relocated at project expense, exclusive of betterments.
 - C. The removals and/or relocation of all utilities shall be done in such a manner as not to interfere with the operation of the contractor constructing the PROJECT and that the utility removals and/or relocations shall be approved by the STATE and performed in accordance with the provisions of the ODOT Construction and Materials Specifications.

SECTION VII: ADDITIONAL PROJECT OBLIGATIONS

1. The STATE shall initiate the competitive bid letting process and award the PROJECT in accordance with ODOT's policies and procedures.
2. The LPA agrees:
 - A. To keep said highway open to traffic at all times;
 - B. To maintain the PROJECT in accordance with the provisions of the statutes relating thereto,
 - C. To make ample financial and other provisions for such maintenance of the PROJECT after its completion;
 - D. To maintain the right-of-way and keep it free of obstructions in a manner satisfactory to the STATE and hold said right-of-way inviolate for public highway purposes;

- E. To place and maintain all traffic control devices conforming to the Ohio Manual on Uniform Traffic Control Devices on the project in compliance with the provisions of Section 4511.11 of the Ohio Revised Code;
- F. To regulate parking in accordance with Section 4511.66 of the Ohio Revised Code, unless otherwise controlled by local ordinance or resolution.

SECTION VIII: DISPUTES

In the event that any disputes arise between the STATE and LPA concerning interruption of or performance pursuant to this contract, such disputes shall be resolved solely and finally by the Director of Transportation.

SECTION IX: NOTICE

Notice under this contract shall be directed as follows:

City of Strongsville
16099 Foltz Parkway
Strongsville, Ohio
44149-5598

Ohio Department of Transportation
Office of Estimating
1980 West Broad Street, 1st Floor
Columbus, Ohio 43223

SECTION X: STATE REQUIREMENTS

1. In carrying out this contract, LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, or age. LPA will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin, disability, or age. Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.
2. To the extent necessary under Ohio law, LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. LPA will, in all solicitations or advertisements for employees placed by or on behalf of LPA, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, or age. If applicable, the LPA shall incorporate the foregoing requirements of this paragraph in all of its contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials) and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

3. LPA agrees to fully comply with Title VI of the Civil Rights Act of 1964, 42 USC Sec. 2000. LPA shall not discriminate on the basis of race, color, or national origin in its programs or activities. The Director of Transportation may monitor the Contractor's compliance with Title VI.

SECTION XI: GENERAL PROVISIONS

1. This contract constitutes the entire contract between the parties. All prior discussions and understandings between the parties are superseded by this contract.
2. Neither this contract nor any rights, duties or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
3. Any change to the provisions of this contract must be made in a written amendment executed by both parties.
4. This contract and any claims arising out of this contract shall be governed by the laws of the State of Ohio. Any provision of this contract prohibited by the law of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this contract or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that the STATE is a party to any litigation arising out of or relating in any way to this contract or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
5. All financial obligations of the State of Ohio, as provided in this contract, are subject to the provisions of Section 126.07 of the Ohio Revised Code. The financial obligations of the State of Ohio shall not be valid and enforceable unless funds are appropriated by the Ohio General Assembly and encumbered by the STATE. Additionally, it is understood that this financial obligation of the LPA shall not be valid and enforceable unless funds are appropriated by the LPA's legislative body.
6. This contract shall be deemed to have been substantially performed only when fully performed according to its terms and conditions and any modification thereof.
7. LPA agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

SECTION XI: SIGNATURES

Any person executing this contract in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this contract on such principal behalf.

IN WITNESS THEREOF, the parties hereto have caused this contract to be duly executed in duplicate.

SEAL
(If Applicable)

OHIO DEPARTMENT OF
TRANSPORTATION

LOCAL PUBLIC AGENCY
City of Strongsville

Director of Transportation

Mayor Thomas P. Perciak

Date

Date

Approved:
Mike DeWine
Attorney General of Ohio

By: _____
Stephen H. Johnson
Chief, Transportation Section

Date: _____

FISCAL OFFICER'S CERTIFICATE
(Chapter 5521 and Section 5705.41, Ohio Revised Code)

I hereby certify to that the money, to wit: **\$70,000.00** required for the payment of the cost other than that thereof assumed by the **State** Government, for the improvement of that portion of **IR 80 Noise wall**, lying within the corporate limits of the City of Strongsville, more particularly described as follows:

The project consists of construction of noise wall barriers, lying within the City of Strongsville; and

has been lawfully appropriated for such purpose and is in the treasury to the credit of, or has been levied placed on the duplicate and in process of collection for the appropriate fund, and not appropriated for any other purpose; or is being obtained by sale of bonds issued on account of said improvement, which bonds are sold and in process of delivery.

I further certify that this certificate was made, sealed and filed with the legislative authority of the City of Strongsville, Ohio, after said legislative authority passed the final resolution in connection with the within described project; and that this certificate was forthwith recorded in the record of the proceedings of said legislative authority, namely:

Legislative Authority's Journal, Volume _____, at Page _____,

IN WITNESS WHEREOF, I have hereunto set my hand and official seal as said fiscal officer, this _____ day of _____, 2016.

(Fiscal Officer's Seal)
(If Applicable)

Fiscal Officer of the City of
Strongsville, Ohio
Joseph K. Dubovec, Director of Finance

**OHIO DEPARTMENT OF TRANSPORTATION
ACCOUNT RECEIVABLE**

Make check payable to: Treasurer of State

Mail to: Jeffrey M. Hisem, Administrator
Attn: Helene Ware
Ohio Department of Transportation
Office of Estimating - #4160
1980 West Broad Street, 1st Floor
Columbus, Ohio 43223

PID No. 98622
 Project No. _____ (2016)
 Invoice No. 10739

To: Mayor
 16099 Foltz Parkway
 Strongsville, Ohio
 44149-5598

Cuyahoga County
 City of Strongsville
 IR 80 Noise wall

PLEASE ENCLOSE ONE COPY OF THIS INVOICE TO IDENTIFY YOUR REMITTANCE

Proposal of Participation	Type of Agreement	Amount
		\$70,000.00

Contract amount \$70,000.00

For the improvement of that portion of IR 80 Noise wall, more particularly described as follows:

The project consists of construction of noise wall barriers, lying within the City of Strongsville.

Total Amount Due \$70,000.00

Ohio Department of Transportation

By: Jeffrey M. Hisem /amp
 Jeffrey M. Hisem, Administrator
 Office of Estimating

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 190

By: Mr. Carbone and Mr. Schonhut

AN ORDINANCE APPROVING AND AUTHORIZING THE FILING OF AN APPLICATION FOR FINANCIAL ASSISTANCE WITH THE CUYAHOGA COUNTY PLANNING COMMISSION UNDER THE YEAR 3 (2016) COMMUNITY MASTER PLAN UPDATE PROGRAM, AND DECLARING AN EMERGENCY.

WHEREAS, a City's Master Plan outlines a community's vision for the future and then describes concrete, specific action steps community leaders can undertake to accomplish them; and

WHEREAS, the Cuyahoga County Planning Commission ("County Planning") awards professional planning services to eligible communities through a competitive application process; and

WHEREAS, the Cuyahoga County Council has allocated \$150,000.00 to the Community Master Plan Update Program; and

WHEREAS, in order to be eligible to be considered to receive the funding under this Program, a timely application must be filed and, therefore, the City is requesting authorization to apply for such funding.

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

Section 1. That this Council hereby approves and authorizes the submission of the application for financial assistance to the Cuyahoga County Planning Commission, for the Year 3 (2016) Community Master Plan Update Program, in the form on file with the City of Strongsville Clerk of Council's Office.

Section 2. That any funds required to meet the City's obligation under said application shall be appropriated and 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 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. 2016 – 190
Page 2

Section 4. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to authorize the submission of such application for financial assistance in order to meet the application deadline to enable the City to be eligible to be considered for such funding. 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	_____	_____
Daymut	_____	_____
DeMio	_____	_____
Dooner	_____	_____
Schonhut	_____	_____
Short	_____	_____
Southworth	_____	_____

Attest: _____
 Clerk of Council

ORD. No. 2016-190 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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



Year 3 (2016) Community Master Plan Update Program APPLICATION GUIDE

Applications Open: Friday, September 23, 2016

Background

The Cuyahoga County Planning Commission (“County Planning”) awards professional planning services to eligible communities through a competitive application process. Communities that are eligible to apply include those that have no Master Plan, or those whose Master Plan is more than ten years old.

Eligible applicants can partner with eligible neighboring communities to create a Master Plan that would impact multiple jurisdictions. Only one application may be submitted per eligible community.

Cuyahoga County Council has allocated \$150,000 to the Community Master Plan Update Program for Year 3. The timeframe for awarded projects is from January 1, 2017, to June 30, 2018.

Applications are due by 4:00 p.m. on Friday, November 4, 2016.

All applications and any required attachments must be submitted in .pdf format via email to Annette Linden, Business Administrator alinden@cuyahogacounty.us.

Please note that this is a competitive application process; only complete applications submitted on time will be considered.

Eligible Communities

Those communities eligible to apply for Round 3 (2016) are listed below:

- Bentleyville
- Brecksville
- Brooklyn
- Brooklyn Heights
- Chagrin Falls Township
- East Cleveland
- Garfield Heights
- Gates Mills
- Highland Heights
- Highland Hills
- Hunting Valley
- Linndale
- Lyndhurst
- Maple Heights
- Mayfield Heights
- Mayfield Village
- Middleburg Heights
- Moreland Hills
- North Randall
- Oakwood Village
- Parma
- Pepper Pike
- Seven Hills
- Shaker Heights
- Strongsville
- Valley View
- Walton Hills
- Westlake
- Woodmere

THRESHOLD CRITERIA

Applications must meet the following threshold criteria to be considered:

1. The Applicant community has no Master Plan; or
2. The Applicant community has a Master Plan more than ten (10) years old; and
3. County Planning must receive the Application by the deadline stated above.

Please note that if any of the above threshold criteria are not met, the Application will not be considered.

REQUIRED ATTACHMENTS

If applicable, a Cooperation Agreement between applying communities must be attached to the Application.

EVALUATION CRITERIA

Applications for the Year 3 Master Plan Update Program can receive a maximum of **100 points**, as follows:

PROJECT SUMMARY AND PLANNING NEED-50 points

(One (1) page maximum)

The Project Summary should serve as a detailed synopsis of the project. Strong applications will describe the economic changes, demographic changes and land use changes taking place that necessitate the need for a Master Plan.

REGIONAL APPROACH-25 points

(One (1) page maximum)

The project's regional approach should describe how the Master Plan would promote regional collaboration and enhance the community's quality of place experience. Stronger applications will explain how the proposed Master Plan fits strategically with other development activities already planned and underway in the community and surrounding area.

IMPLEMENTATION PLAN-25 points

(One (1) page maximum)

The Implementation Plan should describe how the community(ies) intend(s) to implement the Master Plan recommendations. Stronger applications will explain how the recommendations of the plan will be implemented through commitment of funding, moving capital improvement projects forward, or zoning considerations.

Please direct all questions to James Sonnhalter, Manager, Planning Services at (216) 443-3713 or jsonnhalter@cuyahogacounty.us.



County Planning

CUYAHOGA COUNTY
PLANNING COMMISSION

2079 EAST 9TH ST, 5-300
CLEVELAND, OH 44115

216.443.3700
COUNTYPLANNING.US

Year 3 (2016) Community Master Plan Update Program APPLICATION FOR PROFESSIONAL PLANNING SERVICES

Applications Open: Friday, September 23, 2016

Application Deadline: Friday, November 4, 2016, by 4:00 p.m.

Date of Application: _____

Applicant Community: _____

Estimated Cost of Master Plan Update: \$ _____

If joint application, list all co-applicants:

Cooperation Agreement attached: Yes No Not Applicable

Applicant Contact / Title: _____

Address: _____

Phone: _____

Email: _____

Federal IRS Tax ID Number: _____

County Council District: _____

INTERNAL USE ONLY: _____

Date Application Received / Initials

PROJECT SUMMARY & NEED-50 POINTS
(One (1) page maximum)

REGIONAL APPROACH-25 POINTS
(One (1) page maximum)

IMPLEMENTATION PLAN-25 POINTS
(One (1) page maximum)

APPLICANT CERTIFICATION

I HEREBY CERTIFY that I have the authority to apply for professional planning assistance on behalf of the entity described herein, and that the information contained herein and attached hereto is true, complete and correct to the best of my knowledge.

IN WITNESS THEREOF, the undersigned, being duly authorized so to do, have signed this application.

City / Village: _____

Mayor / City Manager: _____
Signature Date

Printed Name / Title: _____

Co-Applicants (if applicable):

City / Village:

City / Village:

Mayor / City Manager:

Signature Date

Mayor / City Manager:

Signature Date

Printed Name / Title:

Printed Name / Title:

(Attach additional pages if necessary)

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 191

By: Mayor Perciak and Mr. DeMio

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE CHAIRMAN OF THE DISTRICT ADVISORY COUNCIL OF THE CUYAHOGA COUNTY GENERAL HEALTH DISTRICT FOR HEALTH SERVICES FOR THE YEAR 2017 FOR THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

WHEREAS, the law requires each city in Ohio to provide health services either through its own city health district or by contract with a county health district or an adjacent city health district; and

WHEREAS, the Cuyahoga County Board of Health has again agreed to provide such services to the City of Strongsville by means of a contract for the period of January 1, 2017 through December 31, 2017.

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

Section 1. That the Mayor be and is hereby authorized and directed to enter into a contract with the Chairman of the District Advisory Council of the Cuyahoga County General Health District, in the form attached hereto as Exhibit A, to provide health services for residents of the City of Strongsville to be furnished during the year 2017, commencing January 1, 2017 and continuing through December 31, 2017, at the total cost of One Hundred Eighty-Four Thousand Three Hundred Seventy and No/100 Dollars (\$184,370.00), payable in equal semi-annual installments of Ninety-Two Thousand One Hundred Eighty-Five and 00/100 Dollars (\$92,185.00).

Section 2. That the Clerk of this Council be and is hereby directed to cause a certified copy of this Ordinance, along with the executed Contract to be transmitted to Rebecca A. Burke, Administrative Services Manager, Cuyahoga County Board of Health, 5550 Venture Dr., Parma, OH 44130.

Section 3. That the funds for the purposes of this Ordinance shall be deducted directly by the Cuyahoga County Fiscal Officer from the regular tax settlement and paid to the District Health Fund of Cuyahoga County as set out in the attached Exhibit A.

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.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 191

Page 2

Section 5. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that such Contract is necessary in order to continue to furnish the legally required health services to the residents of the City of Strongsville beginning on January 1, 2017. 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	_____	_____
Daymut	_____	_____
DeMio	_____	_____
Dooner	_____	_____
Schonhut	_____	_____
Short	_____	_____
Southworth	_____	_____

Attest: _____
Clerk of Council

ORD. No. 2016-191 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CONTRACT FOR PUBLIC HEALTH SERVICES
(City with a General Health District - Authority--Sec.3709.08 O.R.C.)

WHEREAS, the District Advisory Council of the Cuyahoga County, Ohio, General Health District, at a meeting held March 21, 2016, by a majority vote of members representing the townships and villages did vote affirmatively on the question of providing public health services to the **City of Strongsville**, Ohio, and did authorize the Chairman of the District Advisory Council to enter into a contract with the Mayor of **Strongsville**, Ohio, for providing public health services therein; and

WHEREAS, the Council of the **City of Strongsville**, at a Council meeting held _____, by majority vote of all members did vote affirmatively on the question of contracting with the District Advisory Council of the Cuyahoga County General Health District for providing public health services to the **City of Strongsville** and did authorize the Mayor to enter into a contract with the Chairman of the District Advisory Council of the Cuyahoga County General Health District to provide public health services.

NOW, THEREFORE, pursuant to such authority, David Smith on behalf of the District Advisory Council of the Cuyahoga County General Health District and Thomas P. Perciak on behalf of the **City of Strongsville** do agree as follows:

The General Health District of Cuyahoga County, Ohio, hereby agrees to provide health services for the **City of Strongsville** for the year 2017. These health services will be provided by the District Board of Health of Cuyahoga County and will include all necessary medical, nursing, sanitary, laboratory and such other health services as are required by the Statutes of the State of Ohio. Air pollution enforcement services, as described in Chapter 3704 of the Ohio Revised Code, will be conducted through the designated agent, the Cleveland Division of Air Pollution Control. This authorization is contingent upon renewal of the contract between the Ohio EPA and the City of Cleveland and satisfactory performance of the contract terms and conditions regarding air pollution control in Cuyahoga County. The Board of Health reserves the right to alter, modify or amend this contract provision with notice to the City.

The **City of Strongsville** hereby agrees, in return for the health services which will be provided by the District Board of Health of Cuyahoga County for the year 2017, to pay to the Cuyahoga County General Health District the sum of One Hundred Eighty Four Thousand Three Hundred Seventy Dollars (\$184,370.00). This sum of One Hundred Eighty Four Thousand Three Hundred Seventy Dollars (\$184,370.00) the **City of Strongsville** hereby directs the Fiscal Officer of Cuyahoga County to place to the credit of the District Health Fund of Cuyahoga County, and the Fiscal Office of Cuyahoga County is hereby authorized to deduct said sum of One Hundred Eighty Four Thousand Three Hundred Seventy Dollars (\$184,370.00) in equal semi-annual installments of Ninety Two Thousand One Hundred Eighty Five Dollars (\$92,185.00) from the regular tax settlement to be made for said city for the year 2017. This contract shall be in full force and effect from January 1, 2017 through December 31, 2017.

This agency is an equal provider of services and an equal employment opportunity employer-Civil Rights Act 1964

IN WITNESS WHEREOF, we hereunder subscribe our names.

City of Strongsville

Cuyahoga County General Health District

By _____
Mayor

By _____
Chairman, District Advisory Council

Date _____

Date _____

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 192

By: Mayor Perciak and Mr. DeMio

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ISSUE AND APPROVE CHANGE ORDER NOS. 2, 3, 4 AND 5 FOR AN INCREASE IN THE CONTRACT PRICE IN ACCORDANCE WITH THE PROVISIONS OF THE CONTRACT BETWEEN THE CITY OF STRONGSVILLE AND SEITZ BUILDERS, INC., IN CONNECTION WITH THE RENOVATION AND MECHANICAL UPGRADES AT FIRE STATION NO. 3, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Ordinance No. 2016-136, passed July 5, 2016, Council authorized the Mayor to enter into a contract with Seitz Builders, Inc., in connection with the renovation and mechanical upgrades for the City's Fire Station No. 3 (the "contract") in an amount not to exceed \$586,900.00 (the "Project"), which was subsequently executed; and

WHEREAS, by and through Ordinance No. 2016-187, passed September 19, 2016, the City, through the Building Commissioner, determined it would be in the best interests of the City to approve Change Order No. 1 to include as a part of the Project additional work required due to labor, materials and equipment in connection with removal and installation of a concrete sidewalk and curb, in the amount of \$10,540.00, for an increase in the contract price of \$597,440.00; and

WHEREAS, the City's Building Commissioner and Fire Chief have now recommended that it would be in the best interests of the City to include further changes in the work performed or to be performed by Seitz Builders, Inc., generally being removal and replacement of apparatus bay trench drains; removal of a sidewalk and installation of a footer and concrete pad at the front entrance door; cleaning of the existing exterior masonry and seal; and repair and replacement of additional broken bricks, all as more fully set forth in Change Orders 2, 3, 4 and 5 attached hereto as Exhibits A, B, C and D, and incorporated herein as if fully rewritten, in the total amount of \$36,883.52, for a new total contract price of \$634,323.52.

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

Section 1. That the Mayor be and is hereby authorized and directed to issue and approve Change Orders 2, 3, 4 and 5 in the total amount of \$36,883.52, as recommended by the City's Building Commissioner and Fire Chief; and after the issuance and approval of said Change Orders, to direct the Director of Finance to make payment to **SEITZ BUILDERS, INC.**, in the additional amount of \$36,883.52, thereby increasing the contract price to \$634,323.52, in compliance with the terms and conditions of the contract.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2016 – 192
Page 2

Section 2. That the funds for the purposes of this Ordinance have been appropriated and shall be paid from the Fire Levy Fund, and the Director of Finance be and is hereby authorized and directed to issue the City's warrant in accordance with the terms and conditions of such contract.

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

Section 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is necessary to adjust the contract amount and render payment, to provide for the efficient, safe and continuous operation of the Fire Department, 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	_____	_____
Daymut	_____	_____
DeMio	_____	_____
Dooner	_____	_____
Schonhut	_____	_____
Short	_____	_____
Southworth	_____	_____

Attest: _____
 Clerk of Council

ORD. No. 2016-192 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

SEITZ BUILDERS, INC.

PAGE 1 OF 3

PRE-CHANGE ORDER SUMMARY AND ADDITIONAL WORK AUTHORIZATION OR FIELD CHANGE DIRECTIVE

P.C.O.S. #2- REMOVE AND REPLACE 170' OF TRENCH DRAINS

SUBMITTED TO: C.B.O. TONY BIONDILLO
ASST. CHIEF NEIL ROZMAN
JIM MALIK-ARCHITECT

DATE: 9-13-16

OWNER'S NAME: CITY OF STRONGSVILLE

JOB NAME: STRONGSVILLE FIRE STTION #3 RENOVATION

EXISTING CONTRACT OR PROJECT NO. & DATE: 1604 - 6/19/16

SUMMARY OF CHANGES: PER YOUR REQUEST WE HAVE PRICED THE FOLLOWING:

SEE ATTACHED PRICING QUOTE.

EXHIBIT A

SEITZ BUILDERS, INC.

PAGE 2 OF 3

PCOS # - 2	
AMERICUT	\$ 6,860.00
HAULING AND DUMPSTERS	\$ 1,230.00
D & A PLUMBING	\$ 17,100.00
CONCRETE 18 CY @\$100.00/CY	\$ 1,800.00
STONE BACKFILL 12 TN @ \$25.00/TN	\$ 300.00
FLOOR PREP AND REPOUR @ TRENCH DRAINS 3MEN 16HRS EA. @ \$57.70/HR.	\$ 2,769.60
SKID STEER LOADER \$230.00/DY X 2	\$ 460.00
SEITZ BUILDERS, INC. HR.@ \$75.00/HR COST OF SUPERVISION AND FIELD	INCL. _____
OFFICE PERSONNEL DIRECTLY ATTRIBUTED TO THIS CHANGE	
TOTAL COSTS	\$ 30,519.60
15 % OVERHEAD & PROFIT	\$ 4,577.94
SUBTOTAL	\$ 35,097.54
<u>3% BOND & INSURANCE</u>	<u>\$ 1,052.93</u>
TOTAL	\$ 36,150.47
CREDIT FOR ALTERNATE A-2	\$ (14,000.00)
TOTAL COST TO ELIMINATE CATCH BASINS AND REPLACE TRENCH DRAINS	\$ 22,150.47

WE WILL REQUIRE A WRITTEN CHANGE ORDER ACCORDING TO THE CONTRACT DOCUMENTS. WE WILL NEED 0 ADDITIONAL DAYS TO COMPLETE THIS WORK, PROVIDING A SIGNED CHANGE ORDER IN ACCORDANCE TO THE CONTRACT DOCUMENTS IS RECEIVED BEFORE 9/8/16, IF NOT RECEIVED BEFORE THIS DATE THE ABOVE PRICING IS NULL AND VOID.

SIGNATURE: _____ DATE _____
OWNER

SIGNATURE: _____ DATE _____
SEITZ BUILDERS, INC.

NO WORK WILL COMMENCE UNTIL SIGNED ACCEPTANCE IS RECEIVED PER THE CONTRACT.

SEITZ BUILDERS, INC.

PAGE 3 OF 3

CHANGE ORDER ARTICLES (To be included with each Change Order agreement)

ARTICLE I

THIS CHANGE ORDER MAY CAUSE UNFORESEEN AND UNCONTEMPLATED DELAYS TO, HINDRANCES TO, INTERFERENCE'S WITH AND/OR DISRUPTIONS TO ORIGINAL CONTRACT WORK AND/OR TO OTHER CHANGE ORDER WORK. THE COSTS OF THOSE DELAYS, HINDRANCES, BOTH IN TIME AND MONEY ARE NOT PART OF THIS CHANGE ORDER AND THE RIGHT TO SUCH ADDITIONAL COSTS AND TIME IS SPECIFICALLY RESERVED AND NOT ACCORDED OR SATISFIED BY THIS CHANGE ORDER.

ARTICLE II

CHANGES TO AND EFFECTS UPON CONSTRUCTION SCHEDULES, AND ORIGINAL PERFORMANCE TIME, ORIGINAL COSTS, METHODS, MEANS, SEQUENCES AND PROCEDURES OF CONSTRUCTION OF ALL OTHER CONTRACT CHANGE ORDERS ARE NOT PART OF THIS CHANGE ORDER. ALL RIGHTS ARE RESERVED AND NOT ACCORDED OR SATISFIED REGARDING SUCH CHANGES AND EFFECTS.

ARTICLE III

THE AMOUNT (S) SET FORTH IN THIS CHANGE ORDER ARE FULL REIMBURSEMENT FOR THE DIRECT COST OF ALL LABOR, MATERIAL AND EQUIPMENT NECESSARY TO PERFORM THE WORK DESCRIBED IN THIS PRE CHANGE ORDER SUMMARY ATTACHED. ALL RIGHTS ARE RESERVED AND ARE NOT ACCORDED OR SATISFIED BY THIS CHANGE ORDER REGARDING ADDITIONAL TIME REQUIRED OR ADDITIONAL COST INCURRED TO PERFORM ANY AND ALL OTHER WORK OF THIS CONTRACT (INCLUDING OTHER CHANGES ORDERS), CAUSED BY THIS CHANGE ORDER

SFS#3- P.C.O.S. #2

SEITZ BUILDERS, INC.

PAGE 1 OF 3

PRE-CHANGE ORDER SUMMARY AND ADDITIONAL WORK AUTHORIZATION OR FIELD CHANGE DIRECTIVE

P.C.O.S. #3- INSTALL FROST FOOTER @ DOOR #100

SUBMITTED TO: C.B.O. TONY BIONDILLO
ASST. CHIEF NEIL ROZMAN
JIM MALIK-ARCHITECT

DATE: 9-21-16

OWNER'S NAME: CITY OF STRONGSVILLE

JOB NAME: STRONGSVILLE FIRE STTION #3 RENOVATION

EXISTING CONTRACT OR PROJECT NO. & DATE: 1604 – 6/19/16

SUMMARY OF CHANGES: PER YOUR REQUEST WE HAVE PRICED THE FOLLOWING:

SEE ATTACHED PRICING QUOTE.

EXHIBIT B

SEITZ BUILDERS, INC.

PAGE 2 OF 3

PCOS # - 3

LABOR- 2 MEN 8 HRS. @\$57.70/HR	\$	923.20
CONCRETE AND REBAR	\$	300.00

12 TN @ \$25.00/TN

SEITZ BUILDERS, INC. HR.@ \$75.00/HR COST OF SUPERVISION AND FIELD OFFICE PERSONNEL DIRECTLY ATTRIBUTED TO THIS CHANGE	INCL.	_____
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TOTAL COSTS	\$	1,223.20
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15 % OVERHEAD & PROFIT	\$	183.48
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SUBTOTAL	\$	1,406.68
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<u>3% BOND & INSURANCE</u>	\$	<u>42.20</u>
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TOTAL	\$	1,448.88
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WE WILL REQUIRE A WRITTEN CHANGE ORDER ACCORDING TO THE CONTRACT DOCUMENTS. WE WILL NEED 0 ADDITIONAL DAYS TO COMPLETE THIS WORK, PROVIDING A SIGNED CHANGE ORDER IN ACCORDANCE TO THE CONTRACT DOCUMENTS IS RECEIVED BEFORE 9/21/16, IF NOT RECEIVED BEFORE THIS DATE THE ABOVE PRICING IS NULL AND VOID.

SIGNATURE: _____ DATE _____
OWNER

SIGNATURE: _____ DATE _____
SEITZ BUILDERS, INC.

NO WORK WILL COMMENCE UNTIL SIGNED ACCEPTANCE IS RECEIVED PER THE CONTRACT.

SEITZ BUILDERS, INC.

PAGE 3 OF 3

CHANGE ORDER ARTICLES (To be included with each Change Order agreement)

ARTICLE I

THIS CHANGE ORDER MAY CAUSE UNFORESEEN AND UNCONTEMPLATED DELAYS TO, HINDRANCES TO, INTERFERENCE'S WITH AND/OR DISRUPTIONS TO ORIGINAL CONTRACT WORK AND/OR TO OTHER CHANGE ORDER WORK. THE COSTS OF THOSE DELAYS, HINDRANCES, BOTH IN TIME AND MONEY ARE NOT PART OF THIS CHANGE ORDER AND THE RIGHT TO SUCH ADDITIONAL COSTS AND TIME IS SPECIFICALLY RESERVED AND NOT ACCORDED OR SATISFIED BY THIS CHANGE ORDER.

ARTICLE II

CHANGES TO AND EFFECTS UPON CONSTRUCTION SCHEDULES, AND ORIGINAL PERFORMANCE TIME, ORIGINAL COSTS, METHODS, MEANS, SEQUENCES AND PROCEDURES OF CONSTRUCTION OF ALL OTHER CONTRACT CHANGE ORDERS ARE NOT PART OF THIS CHANGE ORDER. ALL RIGHTS ARE RESERVED AND NOT ACCORDED OR SATISFIED REGARDING SUCH CHANGES AND EFFECTS.

ARTICLE III

THE AMOUNT (S) SET FORTH IN THIS CHANGE ORDER ARE FULL REIMBURSEMENT FOR THE DIRECT COST OF ALL LABOR, MATERIAL AND EQUIPMENT NECESSARY TO PERFORM THE WORK DESCRIBED IN THIS PRE CHANGE ORDER SUMMARY ATTACHED. ALL RIGHTS ARE RESERVED AND ARE NOT ACCORDED OR SATISFIED BY THIS CHANGE ORDER REGARDING ADDITIONAL TIME REQUIRED OR ADDITIONAL COST INCURRED TO PERFORM ANY AND ALL OTHER WORK OF THIS CONTRACT (INCLUDING OTHER CHANGES ORDERS), CAUSED BY THIS CHANGE ORDER

SFS#3- P.C.O.S. #3

SEITZ BUILDERS, INC.

PAGE 1 OF 3

PRE-CHANGE ORDER SUMMARY AND ADDITIONAL WORK AUTHORIZATION OR FIELD CHANGE DIRECTIVE

P.C.O.S. #4 – CLEAN EXISITING EXTERIOR MASONRY AND SEAL

SUBMITTED TO: C.B.O. TONY BIONDILLO
ASST. CHIEF NEIL ROZMAN
JIM MALIK-ARCHITECT

DATE: 9-21-16

OWNER'S NAME: CITY OF STRONGSVILLE

JOB NAME: STRONGSVILLE FIRE STTION #3 RENOVATION

EXISTING CONTRACT OR PROJECT NO. & DATE: 1604 – 6/19/16

SUMMARY OF CHANGES: PER YOUR REQUEST WE HAVE PRICED THE FOLLOWING:

SEE ATTACHED PRICING QUOTE.

EXHIBIT C

SEITZ BUILDERS, INC.

PAGE 2 OF 3

PCOS # - 4
KAPTON CAULKING \$ 9,860.00
ADD TO REMOVE AND RECAULK EXTERIOR CONTROL JOINTS \$ 640.00

SEITZ BUILDERS, INC. HR.@ \$75.00/HR COST OF SUPERVISION AND FIELD INCL. _____
OFFICE PERSONNEL DIRECTLY ATTRIBUTED TO THIS CHANGE

TOTAL COSTS \$ 10,500.00
15 % OVERHEAD & PROFIT \$ 1,575.00

SUBTOTAL \$ 12,075.00

3% BOND & INSURANCE \$ 362.25

TOTAL \$ 12,437.25

WE WILL REQUIRE A WRITTEN CHANGE ORDER ACCORDING TO THE CONTRACT DOCUMENTS. WE WILL NEED 0 ADDITIONAL DAYS TO COMPLETE THIS WORK, PROVIDING A SIGNED CHANGE ORDER IN ACCORDANCE TO THE CONTRACT DOCUMENTS IS RECEIVED BEFORE 9/21/16, IF NOT RECEIVED BEFORE THIS DATE THE ABOVE PRICING IS NULL AND VOID.

SIGNATURE: _____ DATE _____
OWNER

SIGNATURE: _____ DATE _____
SEITZ BUILDERS, INC.

NO WORK WILL COMMENCE UNTIL SIGNED ACCEPTANCE IS RECEIVED PER THE CONTRACT.

SEITZ BUILDERS, INC.

PAGE 3 OF 3

CHANGE ORDER ARTICLES

(To be included with each Change Order agreement)

ARTICLE I

THIS CHANGE ORDER MAY CAUSE UNFORESEEN AND UNCONTEMPLATED DELAYS TO, HINDRANCES TO, INTERFERENCE'S WITH AND/OR DISRUPTIONS TO ORIGINAL CONTRACT WORK AND/OR TO OTHER CHANGE ORDER WORK. THE COSTS OF THOSE DELAYS, HINDRANCES, BOTH IN TIME AND MONEY ARE NOT PART OF THIS CHANGE ORDER AND THE RIGHT TO SUCH ADDITIONAL COSTS AND TIME IS SPECIFICALLY RESERVED AND NOT ACCORDED OR SATISFIED BY THIS CHANGE ORDER.

ARTICLE II

CHANGES TO AND EFFECTS UPON CONSTRUCTION SCHEDULES, AND ORIGINAL PERFORMANCE TIME, ORIGINAL COSTS, METHODS, MEANS, SEQUENCES AND PROCEDURES OF CONSTRUCTION OF ALL OTHER CONTRACT CHANGE ORDERS ARE NOT PART OF THIS CHANGE ORDER. ALL RIGHTS ARE RESERVED AND NOT ACCORDED OR SATISFIED REGARDING SUCH CHANGES AND EFFECTS.

ARTICLE III

THE AMOUNT (S) SET FORTH IN THIS CHANGE ORDER ARE FULL REIMBURSEMENT FOR THE DIRECT COST OF ALL LABOR, MATERIAL AND EQUIPMENT NECESSARY TO PERFORM THE WORK DESCRIBED IN THIS PRE CHANGE ORDER SUMMARY ATTACHED. ALL RIGHTS ARE RESERVED AND ARE NOT ACCORDED OR SATISFIED BY THIS CHANGE ORDER REGARDING ADDITIONAL TIME REQUIRED OR ADDITIONAL COST INCURRED TO PERFORM ANY AND ALL OTHER WORK OF THIS CONTRACT (INCLUDING OTHER CHANGES ORDERS), CAUSED BY THIS CHANGE ORDER

SFS#3- P.C.O.S. #4

SEITZ BUILDERS, INC.

PAGE 1 OF 3

PRE-CHANGE ORDER SUMMARY AND ADDITIONAL WORK AUTHORIZATION OR FIELD CHANGE DIRECTIVE

P.C.O.S. #5 – Repair and replace additional broken bricks.

SUBMITTED TO: C.B.O. TONY BIONDILLO
ASST. CHIEF NEIL ROZMAN
JIM MALIK-ARCHITECT

DATE: 9-21-16

OWNER'S NAME: CITY OF STRONGSVILLE

JOB NAME: STRONGSVILLE FIRE STTION #3 RENOVATION

EXISTING CONTRACT OR PROJECT NO. & DATE: 1604 – 6/19/16

SUMMARY OF CHANGES: PER YOUR REQUEST WE HAVE PRICED THE FOLLOWING:

SEE ATTACHED PRICING QUOTE.

EXHIBIT D

SEITZ BUILDERS, INC.

PAGE 2 OF 3

PCOS # - 5

Mason - 11 man hours @ \$65.00/hr \$ 715.00

SEITZ BUILDERS, INC. HR.@ \$75.00/HR COST OF SUPERVISION AND FIELD OFFICE PERSONNEL DIRECTLY ATTRIBUTED TO THIS CHANGE INCL. _____

TOTAL COSTS \$ 715.00

15 % OVERHEAD & PROFIT \$ 107.25

SUBTOTAL \$ 822.25

3% BOND & INSURANCE \$ 24.67

TOTAL \$ 846.92

WE WILL REQUIRE A WRITTEN CHANGE ORDER ACCORDING TO THE CONTRACT DOCUMENTS. WE WILL NEED 0 ADDITIONAL DAYS TO COMPLETE THIS WORK, PROVIDING A SIGNED CHANGE ORDER IN ACCORDANCE TO THE CONTRACT DOCUMENTS IS RECEIVED BEFORE 9/21/16, IF NOT RECEIVED BEFORE THIS DATE THE ABOVE PRICING IS NULL AND VOID.

SIGNATURE: _____ DATE _____
OWNER

SIGNATURE: _____ DATE _____
SEITZ BUILDERS, INC.

NO WORK WILL COMMENCE UNTIL SIGNED ACCEPTANCE IS RECEIVED PER THE CONTRACT.

SEITZ BUILDERS, INC.

PAGE 3 OF 3

CHANGE ORDER ARTICLES

(To be included with each Change Order agreement)

ARTICLE I

THIS CHANGE ORDER MAY CAUSE UNFORESEEN AND UNCONTEMPLATED DELAYS TO, HINDRANCES TO, INTERFERENCE'S WITH AND/OR DISRUPTIONS TO ORIGINAL CONTRACT WORK AND/OR TO OTHER CHANGE ORDER WORK. THE COSTS OF THOSE DELAYS, HINDRANCES, BOTH IN TIME AND MONEY ARE NOT PART OF THIS CHANGE ORDER AND THE RIGHT TO SUCH ADDITIONAL COSTS AND TIME IS SPECIFICALLY RESERVED AND NOT ACCORDED OR SATISFIED BY THIS CHANGE ORDER.

ARTICLE II

CHANGES TO AND EFFECTS UPON CONSTRUCTION SCHEDULES, AND ORIGINAL PERFORMANCE TIME, ORIGINAL COSTS, METHODS, MEANS, SEQUENCES AND PROCEDURES OF CONSTRUCTION OF ALL OTHER CONTRACT CHANGE ORDERS ARE NOT PART OF THIS CHANGE ORDER. ALL RIGHTS ARE RESERVED AND NOT ACCORDED OR SATISFIED REGARDING SUCH CHANGES AND EFFECTS.

ARTICLE III

THE AMOUNT (S) SET FORTH IN THIS CHANGE ORDER ARE FULL REIMBURSEMENT FOR THE DIRECT COST OF ALL LABOR, MATERIAL AND EQUIPMENT NECESSARY TO PERFORM THE WORK DESCRIBED IN THIS PRE CHANGE ORDER SUMMARY ATTACHED. ALL RIGHTS ARE RESERVED AND ARE NOT ACCORDED OR SATISFIED BY THIS CHANGE ORDER REGARDING ADDITIONAL TIME REQUIRED OR ADDITIONAL COST INCURRED TO PERFORM ANY AND ALL OTHER WORK OF THIS CONTRACT (INCLUDING OTHER CHANGES ORDERS), CAUSED BY THIS CHANGE ORDER

SFS#3- P.C.O.S. #5

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 193

By: Mr. Carbone

AN ORDINANCE REQUESTING PARTICIPATION IN OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES CONTRACTS FOR THE PURCHASE OF A HYDRAULIC EXCAVATOR AND TRAILER, WITH APPURTENANCES, FOR USE BY THE SERVICE DEPARTMENT OF THE CITY; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO DO ALL THINGS NECESSARY TO ENTER INTO AN AGREEMENT IN CONNECTION THEREWITH; AND DECLARING AN EMERGENCY.

WHEREAS, Ohio Revised Code Section 5513.01(B) provides the opportunity for counties, townships and municipal corporations to participate in contracts of the Ohio Department of Administrative Services for the purchase of 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) Caterpillar Model 308E2 Mini Hydraulic Excavator with appurtenances (Contract No. 800055, Index No. STS515); and one (1) TK70HDG Advantage Plus Hydraulic Detachable Trailer with appurtenances (Contract No. 7751501509, Index No. STS515) for use by the Service Department of the City.

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

Section 1. That the Mayor be and is hereby authorized and directed to request authority in the name of the City of Strongsville to participate in the Ohio Department of Administrative Services contracts for the purchase of one (1) hydraulic excavator with appurtenances from **OHIO MACHINERY CO. dba OHIO CAT**, in the amount of \$102,248.29, as reflected on Exhibit A attached hereto; and one (1) trailer with appurtenances from **OHIO MACHINERY CO. dba OHIO CAT**, which is an authorized dealer of **TRAIL KING INDUSTRIES, INC.**, in the amount of \$54,983.70, as reflected on Exhibit B attached hereto, for a total not to exceed amount of \$157,231.99, all 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.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2016 – 193
Page 2

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

Section 4. That the funds for the purposes of such purchases have been appropriated and shall be paid from the Sanitary Sewer Fund.

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

Section 6. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare, and for the further reason that it is immediately necessary to participate in the purchase of such equipment in order to maintain continuity in the operation of the Service Department of the City, and conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise from and after the earliest period allowed by law.

_____ Approved: _____
 President of Council Mayor

Date Passed: _____ Date Approved: _____

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Daymut	_____	_____
DeMio	_____	_____
Dooner	_____	_____
Schonhut	_____	_____
Short	_____	_____
Southworth	_____	_____

Attest: _____
 Clerk of Council

ORD. No. 2016-193 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

MACHINE SPECIFICATIONS

Description	Reference No	List Amount
308E2 HYD EXCAVATOR MA2	418-3302	\$131,030.00
3977005 308E2 HYDRAULIC EXCAVATOR		
4155033 BELT, SEAT, (3 IN) RETRACTABLE		
3977130 CONTROL PATTERN CHANGER		
4154380 COOLING, HIGH AMBIENT		
3977088 LINES, BOOM		
3977065 LINES, STICK		
3821602 PLUGS, MIRROR MOUNT		
3986354 ALARM, TRAVEL		
4155040 RADIO, AM/FM	415-5040	
BUCKET-HD, 18", 0.20 YD3	295-5951	\$1,892.00
BUCKET-HD, 24" 0.30 YD3	295-5952	\$2,118.00
PINS, BUCKET	308-0324	\$394.00
COUNTERWEIGHT, EXTRA	367-0947	\$1,025.00
TANK, FUEL	380-1983	
DRAIN, ECOLOGY	382-8757	\$81.00
BLADE, 91", WELD-ON	382-8801	
HYDRAULICS, AUX.,QC,(L-STK)	397-7033	\$2,130.00
STICK PKG, LONG W/BKT LINKAGE	415-5082	
TRACK,450MM TG W/RUBBER PAD	415-5183	\$2,950.00
THUMB HYD, COUPLER HYDRAULIC	428-2145	<u>\$9615.00</u>
TOTAL LIST PRICE		\$151,235.00
LESS STS MACHINE DISCOUNT 37%		<u>(\$55,956.95)</u>
		\$95,278.05
CATERPILLAR WORKTOOL		
BUCKET-DC, 48"	306-5664	\$2,782.00
LESS STS WORKTOOL DISCOUNT 18%		<u>(\$500.76)</u>
		\$2,281.24
DC, 48" BOLT ON CUTTING EDGE		\$190.00
CAT PREMIER EXT WARR 36 MONTHS/3000 HOURS (INCLUDES STD WARR.)		\$2,432.00
WERK-BRAU 24" PAVEMENT REMOVAL BUCKET		<u>\$2,067.00</u>
TOTAL PURCHASE PRICE		\$102,248.29
Standard Warranty: 12 Month/unlimited hours Full Machine		





TRAIL KING Industries, Inc.

300 East Norway
Mitchell, SD 57301

2130 3rd Ave. NW
West Fargo, ND, 58078

1200 Gehl Drive
Yankton, SD 57078

Ph: (800) 843-3324

(800) 762-5557

(605) 665-8415

Fax: (605) 995-6500

(701) 282-3039

(605) 665-0810

www.trailking.com

Quote #: TK-37193.00

To: **OHIO CAT NEW MACHINE SALES**

Reference:

TK70HDG Bob Shimko- City of
Strongsville

3993 E. Roylton rd.

Est. Completion Date:

June 2016

Broadview Heights, OH 44147

PO Number:

Attn: **Leonard Krysinski**

Issued:

April 14, 2016

Phone:

Expires:

Contact:

Kevin Pullin

Cell:

Phone:

614-296-0615

FAX:

FAX:

Email: **LKRYNSKI@OHIOCAT.COM**

Email:

kpullin@trailking.com

Qty	Item	Category	Description
-----	------	----------	-------------

TK70HDG Advantage Plus Hydraulic Detachable

10001 - STANDARD EQUIPMENT

70,000 lbs. concentrated in 12'
16" Kingpin setting / 50" loaded 5th wheel height
5-position gooseneck height adjustment +/- 3"
Gooseneck arched for increased truck fender clearance
Hydraulic self-lifting detachable gooseneck
(can lift above or below transport positions)
Hydraulic gooseneck support arm
Air-activated, positive self-locking pin
Gooseneck doesn't require ground bearing pads
14 bent-style D-rings on deck, 2 D-rings on wheel area
31" front loading ramps (1 pair)
4-beam main frame construction
10" I beam crossmembers on 24" centers
4" stub crossmembers for 12" centers in outer bays
Swing-out outriggers with planks
Pullout HD outrigger at front, double swing-outs at center
Lowered front cross members in wheel area
Full depth boom trough in wheel area
Boom trough covered with 10ga. steel
Triangle cut-outs on deck beams and bolster

Knuckle trough at rear of deck. 72" long, covered with 1/4" steel
Mud flaps
Flag holders, front of deck and rear of trailer
Wide load sign brackets
Rubber mounted sealed lights and harness system
LED Light package (50-state legal)
3 Tail lights per side (amber in center)
Electrical system per DOT regulations
Air, electrical, and hydraulics installed after paint
7-pole electrical connector
Air ride suspension
Raising/lowering air control panel
16 1/2" x 7" air brakes
4S2M Anti-lock brakes
8.25 x 22.5 10-hole disc wheel
Automatic slack adjusters
One-piece oil seals
Red & white conspicuity markings
Blasted prior to paint
Color: Trail King 2-part polyurethane

EXHIBIT B

10001-Base

1	10001	Open Deck	TK70HDG Advantage Plus Hydraulic Detachable	\$58,702.00
1	10005	Hydraulic Gooseneck	10' 7" (82" swing) hydraulic detachable gooseneck	
1	10007	Hydraulic Gooseneck	PTO Hydraulics	
1	10021	Main Deck	25' 9" deck length	\$370.00
1	10017	Main Deck	24" loaded deck height, 8" ground clearance	
1	10026	Decking	1 3/8 Apitong decking (raised)	\$617.00
1	10027	Deck Width	102" deck width	
1	10028	Deck Width	Full-width deck	
1	10036	Wheel Area	Bolster style wheel area	
1	10037	Wheel Area	Fixed wheel area - includes front half bolster	
1	10038	Wheel Area	No wheel covers	
1	10044	Axles	25,000-lb. (5/8" wall) axles	
1	10049	Axle Spacing	50" axle spacing	
1	08214	Hub / Drum	Steel hub-piloted - cast drum (per complete axle)	
1	12849	Wheel Finish (inside)	8.25 x 22.5 10-hole steel disc wheel	
1	12854	Wheel Finish (outside)	8.25 x 22.5 10-hole steel disc wheel	
1	10058	Spare Wheel	No spare wheel	
1	07911	Tire Size	255/70R22.5 -HT 16 ply (tire only) (per tire) Continental Brand	
1	10059	Spare Tires	No spare tire	
1	10061	Lights	One pair of 4" round amber strobes at rear ILO 3rd tail light w/switch	\$184.00
1	08030	Paint	IH Red S7205 with white decals (735-437-010)	

10001-Additional Options

1	11033	Main Deck	2 pr d-rings in knuckle trough and 2 pr d-rings in boom trough	\$227.00
1	11374	Decking	Decking in center with outrigger planks loose	\$1,013.00
1	10046	Axles	Adjustable ride height	\$173.00
1	11375	Decking	Delete outrigger planks	\$(231.00)
1	11372	Main Deck	1 pr d-rings to be on flange of front slope of wheel area	<u>\$38.00</u>

TOTALS

Total List Price	\$61,093.00
Less STS discount 10%	<u>\$6,109.30</u>
TOTAL PURCHASE PRICE	\$54,983.70

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 194

By: Mayor Perciak and Mr. Carbone

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE PURCHASE OF NINE (9) NEW 2016 JEEP CHEROKEE SPORT UTILITY VEHICLES FOR USE BY THE BUILDING AND ENGINEERING DEPARTMENTS, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.

WHEREAS, the Building and Engineering Departments are in need of nine (9) new Jeep Cherokee Sport Utility Vehicles; and

WHEREAS, the Ohio Department of Administrative Services awarded a State term contract (Contract No. RS901216, Index No. GDC093) for the purchase of trucks, utility vehicles and cargo vans to an out of town contractor; and

WHEREAS, in this instance, Brunswick Auto Mart is a local dealer/vendor in this area that can conveniently provide the nine (9) new 2016 Jeep Cherokee Sport Utility Vehicles needed by the Building and Engineering Departments; and said dealer/vendor has agreed to provide such vehicles to the City at the favorable State term contract price.

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

Section 1. That this Council finds and determines, as set out in Article V, §5 of the Charter, that there is an immediate and present emergency in the operation of the Building and Engineering Departments of the City of Strongsville, in that it is immediately necessary to enter into a contract, without public bidding, with **BRUNSWICK AUTO MART** for the purchase of nine (9) new 2016 Jeep Cherokee Sport Utility Vehicles for the Building and Engineering Departments, in order to meet the operational needs of the those Departments on a prompt basis and to ensure the public health, safety and welfare.

Section 2. That, for the reasons aforesaid, this Council hereby approves and authorizes the Mayor to enter into a contract with **BRUNSWICK AUTO MART**, without public bidding, in an amount not to exceed \$206,100.00 for the purchase of nine (9) new 2016 Jeep Cherokee Sport Utility Vehicles for the Building and Engineering Departments, as more fully set forth in the Retail Buyers Orders attached hereto as Exhibit "A" and incorporated herein by reference, and as reflected in a contract to be in a form approved by the Law Director.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2016 – 194
Page 2

Section 3. That the funds for the purpose of the aforesaid expenditure shall be and hereby are appropriated from the General Fund and Sanitary Sewer Fund.

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

Section 5. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare, and for the further reason that it is immediately necessary to enter into the contract in order to meet the operational needs of the Building and Engineering Departments, and to conserve public funds. Therefore, provided this Ordinance receives the unanimous vote of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor.

_____ Approved: _____
 President of Council Mayor

Date Passed: _____ Date Approved: _____

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Daymut	_____	_____
DeMio	_____	_____
Dooner	_____	_____
Schonhut	_____	_____
Short	_____	_____
Southworth	_____	_____

Attest: _____
 Clerk of Council

ORD. No. 2016-194 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

RETAIL BUYERS ORDER



1-71 & RT. 303 - 3031 CENTER RD. (330) 273-3300
BRUNSWICK, OHIO 44212 TOLL FREE 1-888-GO-TO-BAM (468-6226)



3950 PEARL RD.
MEDINA, OHIO 44256
330-725-4901

DEAL # _____
CUSTOMER # _____

PURCHASER'S NAME City of Strongsville DATE 9-28-16
ADDRESS 16099 Foltz Parkway HOME PHONE _____ OFFICE PHONE _____
CITY, STATE Strongsville OH COUNTY Cuyahoga ZIP 44149 CELL PHONE _____

NEW USED FACTORY OFFICIAL RENTAL DEMO PURCHASER'S E-MAIL: _____

MILEAGE (Accurate Unless Marked Not Accurate) Not Accurate SERIAL NO. 1C4PJMCBXGW360111

STOCK NO	YEAR	MAKE	MODEL	BODY TYPE	EXT. COLOR	INT. COLOR
<u>J162235</u>	<u>16</u>	<u>Jeep</u>	<u>Cherokee</u>	<u>Latitude</u>	<u>White</u>	

TRADE IN RECORD - TRADE 1

STOCK NO.	YEAR	MAKE	MODEL

VIN # _____ MILEAGE: (Accurate Unless Marked Not Accurate) NOT ACCURATE Salvage Vehicle? YES

BALANCE OWED \$ _____ TRADE-IN ALLOWANCE \$ _____
LIENHOLDER _____ ACCT. NO. _____

TRADE IN RECORD - TRADE 2

STOCK NO.	YEAR	MAKE	MODEL

VIN # _____ MILEAGE: (Accurate Unless Marked Not Accurate) NOT ACCURATE Salvage Vehicle? YES

BALANCE OWED \$ _____ TRADE-IN ALLOWANCE \$ _____
LIENHOLDER _____ ACCT. NO. _____

REMARKS:
424

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 2 days from the date of Deposit. X _____

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). X _____

RETAIL PRICE OF VEHICLE	\$ <u>28485.00</u>
SALE PRICE	<u>25900.00</u>
OTHER GOODS & SERVICES	
DOCUMENTARY SERVICE FEE	
TOTAL PRICE	
TRADE-IN ALLOWANCE(S)	()
TAX BASE	
SALES TAX <u>NA</u> %	
TITLE FEE	
REGISTRATION FEE	
PLUS PAYOFF ON TRADE VEHICLE(S)	
TOTAL DUE	<u>25900.00</u>
LESS INITIAL PAYMENT CASH DOWN	\$
LESS REBATE/FACTORY INCENTIVE	<u>3000.00</u>
LESS REBATE/FACTORY INCENTIVE	
ADDITIONAL CASH DOWN DUE	
BALANCE DUE	\$ <u>22900.00</u>

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 SOLD 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.

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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. 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 in 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 as of this date _____
PURCHASER(S) _____
SALESPERSON _____
ACCEPTED BY AUTHORIZED AGENT _____

RETAIL BUYERS ORDER



3950 PEARL RD.
MEDINA, OHIO 44256
330-725-4901

DEAL # _____
CUSTOMER # _____

1-71 & RT. 303 - 3031 CENTER RD. (330) 273-3300
BRUNSWICK, OHIO 44212 TOLL FREE 1-888-GO-TO-BAM (468-6226)

PURCHASER'S NAME City of Strongsville DATE 9-28-16
ADDRESS 16099 Foltz Parkway HOME PHONE _____ OFFICE PHONE _____
CITY, STATE Strongsville OH COUNTY Cuyahoga ZIP 44149 CELL PHONE _____

NEW USED FACTORY OFFICIAL RENTAL DEMO PURCHASER'S E-MAIL: _____

MILEAGE (Accurate Unless Marked Not Accurate) Not Accurate SERIAL NO. 1C4PJMCB2GW375234

STOCK NO	YEAR	MAKE	MODEL	BODY TYPE	EXT. COLOR	INT. COLOR
<u>J16233</u>	<u>16</u>	<u>Jeep</u>	<u>Cherokee</u>	<u>Latitude</u>	<u>White</u>	

TRADE IN RECORD - TRADE 1

STOCK NO.	YEAR	MAKE	MODEL

VIN # _____ MILEAGE: (Accurate Unless Marked Not Accurate) NOT ACCURATE Salvage Vehicle? YES

BALANCE OWED \$ _____ TRADE-IN ALLOWANCE \$ _____

LIENHOLDER _____ ACCT. NO. _____

TRADE IN RECORD - TRADE 2

STOCK NO.	YEAR	MAKE	MODEL

VIN # _____ MILEAGE: (Accurate Unless Marked Not Accurate) NOT ACCURATE Salvage Vehicle? YES

BALANCE OWED \$ _____ TRADE-IN ALLOWANCE \$ _____

LIENHOLDER _____ ACCT. NO. _____

REMARKS:
4x4

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RETAIL PRICE OF VEHICLE	\$	<u>282900</u>
SALE PRICE		<u>259000</u>
OTHER GOODS & SERVICES		
DOCUMENTARY SERVICE FEE		
TOTAL PRICE		
TRADE-IN ALLOWANCE(S)	()
TAX BASE		
SALES TAX <u>NA</u> %		
TITLE FEE		
REGISTRATION FEE		
PLUS PAYOFF ON TRADE VEHICLE(S)		
TOTAL DUE		<u>259000</u>
LESS INITIAL PAYMENT CASH DOWN	\$	
LESS REBATE/FACTORY INCENTIVE		<u>20000</u>
LESS REBATE/FACTORY INCENTIVE		
ADDITIONAL CASH DOWN DUE		
BALANCE DUE	\$	<u>229000</u>

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These documents are fully incorporated herein (where applicable): Conditional/Spot Delivery Agreement, We Owe/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 as of this date _____

PURCHASER(S) _____

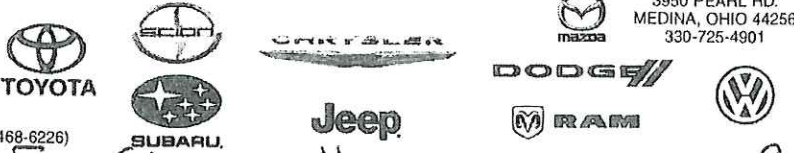
SALESPERSON _____

ACCEPTED BY AUTHORIZED AGENT _____

RETAIL BUYERS ORDER



1-71 & RT. 303 - 3031 CENTER RD. (330) 273-3300
BRUNSWICK, OHIO 44212 TOLL FREE 1-888-GO-TO-BAM (468-6226)



3950 PEARL RD.
MEDINA, OHIO 44256
330-725-4901

DEAL # _____
CUSTOMER # _____

PURCHASER'S NAME City of Strongsville DATE 9-28-16
ADDRESS 16099 FOLTZ PARKWAY HOME PHONE _____ OFFICE PHONE _____
CITY, STATE Strongsville OH COUNTY Cuyahoga ZIP 44149 CELL PHONE _____

NEW USED FACTORY OFFICIAL RENTAL DEMO PURCHASER'S E-MAIL: _____

MILEAGE (Accurate Unless Marked Not Accurate) Not Accurate SERIAL NO. 1C4PJMCB0G0368234

STOCK NO	YEAR	MAKE	MODEL	BODY TYPE	EXT. COLOR	INT. COLOR
<u>J162228</u>	<u>16</u>	<u>Jeep</u>	<u>Cherokee</u>	<u>Latitude</u>	<u>White</u>	

TRADE IN RECORD - TRADE 1

STOCK NO. _____ YEAR _____ MAKE _____ MODEL _____

VIN # _____

MILEAGE: (Accurate Unless Marked Not Accurate) NOT ACCURATE Salvage Vehicle? YES

BALANCE OWED \$ _____ TRADE-IN ALLOWANCE \$ _____

LIENHOLDER _____ ACCT. NO. _____

TRADE IN RECORD - TRADE 2

STOCK NO. _____ YEAR _____ MAKE _____ MODEL _____

VIN # _____

MILEAGE: (Accurate Unless Marked Not Accurate) NOT ACCURATE Salvage Vehicle? YES

BALANCE OWED \$ _____ TRADE-IN ALLOWANCE \$ _____

LIENHOLDER _____ ACCT. NO. _____

REMARKS:
4x4

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RETAIL PRICE OF VEHICLE	\$	<u>2849500</u>
SALE PRICE		<u>2590000</u>
OTHER GOODS & SERVICES		
DOCUMENTARY SERVICE FEE		
TOTAL PRICE		
TRADE-IN ALLOWANCE(S)	()
TAX BASE		
SALES TAX	<u>NA</u> %	
TITLE FEE		
REGISTRATION FEE		
PLUS PAYOFF ON TRADE VEHICLE(S)		
TOTAL DUE		<u>2590000</u>
LESS INITIAL PAYMENT CASH DOWN	\$	
LESS REBATE/FACTORY INCENTIVE		<u>300000</u>
LESS REBATE/FACTORY INCENTIVE		
ADDITIONAL CASH DOWN DUE		
BALANCE DUE	\$	<u>2290000</u>

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I UNDERSTAND THAT THIS RETAIL BUYERS ORDER IS NOT BINDING UNLESS ACCEPTED BY DEALER OR HIS AUTHORIZED AGENT.

This motor vehicle contract is executed as of this date _____

PURCHASER(S) _____

SALESPERSON _____

ACCEPTED BY AUTHORIZED AGENT _____

RETAIL BUYERS ORDER



1-71 & RT. 303 - 3031 CENTER RD. (330) 273-3300
BRUNSWICK, OHIO 44212 TOLL FREE 1-888-GO-TO-BAM (468-6226)



3950 PEARL RD.
MEDINA, OHIO 44256
330-725-4901

DEAL #

CUSTOMER #

PURCHASER'S NAME City of Strongsville DATE 9-28-16
ADDRESS 16099 Foltz Parkway HOME PHONE _____ OFFICE PHONE _____
CITY, STATE Strongsville OH COUNTY Cuyahoga ZIP 44149 CELL PHONE _____

NEW USED FACTORY OFFICIAL RENTAL DEMO PURCHASER'S E-MAIL: _____

MILEAGE (Accurate Unless Marked Not Accurate) Not Accurate

SERIAL NO. 1K4PTJMCB5G0375230

STOCK NO	YEAR	MAKE	MODEL	BODY TYPE	EXT. COLOR	INT. COLOR
<u>J162232</u>	<u>16</u>	<u>Jeep</u>	<u>Cherokee</u>	<u>Latitude</u>	<u>Silver</u>	

TRADE IN RECORD - TRADE 1

STOCK NO. _____ YEAR _____ MAKE _____ MODEL _____

VIN # _____

MILEAGE: (Accurate Unless Marked Not Accurate) NOT ACCURATE Salvage Vehicle? YES

BALANCE OWED \$ _____ TRADE-IN ALLOWANCE \$ _____

LIENHOLDER _____ ACCT. NO. _____

TRADE IN RECORD - TRADE 2

STOCK NO. _____ YEAR _____ MAKE _____ MODEL _____

VIN # _____

MILEAGE: (Accurate Unless Marked Not Accurate) NOT ACCURATE Salvage Vehicle? YES

BALANCE OWED \$ _____ TRADE-IN ALLOWANCE \$ _____

LIENHOLDER _____ ACCT. NO. _____

REMARKS:

4x4

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RETAIL PRICE OF VEHICLE	\$	<u>28290.00</u>
SALE PRICE		<u>25900.00</u>
OTHER GOODS & SERVICES		
DOCUMENTARY SERVICE FEE		
TOTAL PRICE		
TRADE-IN ALLOWANCE(S)	()
TAX BASE		
SALES TAX _____ %		
TITLE FEE		
REGISTRATION FEE		
PLUS PAYOFF ON TRADE VEHICLE(S)		
TOTAL DUE		<u>25900.00</u>
LESS INITIAL PAYMENT CASH DOWN	\$	
LESS REBATE/FACTORY INCENTIVE		<u>3000.00</u>
LESS REBATE/FACTORY INCENTIVE		
ADDITIONAL CASH DOWN DUE		
BALANCE DUE	\$	<u>22900.00</u>

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I UNDERSTAND THAT THIS RETAIL BUYERS ORDER IS NOT BINDING UNLESS ACCEPTED BY DEALER OR HIS AUTHORIZED AGENT.

This motor vehicle contract is executed as of this date _____
PURCHASER(S) _____
SALESPERSON _____
ACCEPTED BY AUTHORIZED AGENT _____

RETAIL BUYERS ORDER



1-71 & RT. 303 - 3031 CENTER RD. (330) 273-3300
BRUNSWICK, OHIO 44212 TOLL FREE 1-888-GO-TO-BAM (468-6226)



3950 PEARL RD.
MEDINA, OHIO 44256
330-725-4901

DEAL #

CUSTOMER #



PURCHASER'S NAME City of Strongsville DATE 9-28-16
ADDRESS 16099 Foltz Parkway HOME PHONE _____ OFFICE PHONE _____
CITY, STATE Strongsville OH COUNTY Cuyahoga ZIP 44149 CELL PHONE _____

NEW USED FACTORY OFFICIAL RENTAL DEMO

PURCHASER'S E-MAIL _____

MILEAGE (Accurate Unless Marked Not Accurate) Not Accurate

SERIAL NO. 1C4PTMCB2GW155155

STOCK NO	YEAR	MAKE	MODEL	BODY TYPE	EXT. COLOR	INT. COLOR
<u>J162227</u>	<u>16</u>	<u>Jeep</u>	<u>Cherokee</u>	<u>Latitude</u>	<u>Shel</u>	

TRADE IN RECORD - TRADE 1

STOCK NO. YEAR MAKE MODEL

VIN #

MILEAGE: (Accurate Unless Marked Not Accurate) NOT ACCURATE Salvage Vehicle? YES

BALANCE OWED \$ TRADE-IN ALLOWANCE \$

LIENHOLDER ACCT. NO.

TRADE IN RECORD - TRADE 2

STOCK NO. YEAR MAKE MODEL

VIN #

MILEAGE: (Accurate Unless Marked Not Accurate) NOT ACCURATE Salvage Vehicle? YES

BALANCE OWED \$ TRADE-IN ALLOWANCE \$

LIENHOLDER ACCT. NO.

REMARKS:

4x4

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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). X _____

RETAIL PRICE OF VEHICLE	\$ <u>29900.00</u>
SALE PRICE	<u>25900.00</u>
OTHER GOODS & SERVICES	
DOCUMENTARY SERVICE FEE	
TOTAL PRICE	
TRADE-IN ALLOWANCE(S)	()
TAX BASE	
SALES TAX <u>NA</u> %	
TITLE FEE	
REGISTRATION FEE	
PLUS PAYOFF ON TRADE VEHICLE(S)	
TOTAL DUE	<u>25900.00</u>
LESS INITIAL PAYMENT CASH DOWN	\$
LESS REBATE/FACTORY INCENTIVE	<u>3000.00</u>
LESS REBATE/FACTORY INCENTIVE	
ADDITIONAL CASH DOWN DUE	
BALANCE DUE	\$ <u>22900.00</u>

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This motor vehicle contract is executed as of this date _____
PURCHASER(S) _____
SALESPERSON _____
ACCEPTED BY AUTHORIZED AGENT _____

RETAIL BUYERS ORDER



1-71 & RT. 303 - 3031 CENTER RD. (330) 273-3300
BRUNSWICK, OHIO 44212 TOLL FREE 1-888-GO-TO-BAM (468-6226)



3950 PEARL RD.
MEDINA, OHIO 44256
330-725-4901

DEAL #

CUSTOMER #



PURCHASER'S NAME City of Strongsville DATE 9-28-16

ADDRESS 16099 Foltz Parkway HOME PHONE OFFICE PHONE

CITY, STATE Strongsville OH COUNTY Cuyahoga ZIP 44149 CELL PHONE

NEW USED FACTORY OFFICIAL RENTAL DEMO

PURCHASER'S E-MAIL:

MILEAGE (Accurate Unless Marked Not Accurate) Not Accurate

SERIAL NO. 1C4PJMCB86W375240

STOCK NO	YEAR	MAKE	MODEL	BODY TYPE	EXT. COLOR	INT. COLOR
<u>J162231</u>	<u>16</u>	<u>Jeep</u>	<u>Cherokee Latitude</u>	<u>Black</u>		

TRADE IN RECORD - TRADE 1

STOCK NO.	YEAR	MAKE	MODEL

VIN # _____ MILEAGE: (Accurate Unless Marked Not Accurate) NOT ACCURATE Salvage Vehicle? YES

BALANCE OWED \$ _____ TRADE-IN ALLOWANCE \$ _____

LIENHOLDER _____ ACCT. NO. _____

TRADE IN RECORD - TRADE 2

STOCK NO.	YEAR	MAKE	MODEL

VIN # _____ MILEAGE: (Accurate Unless Marked Not Accurate) NOT ACCURATE Salvage Vehicle? YES

BALANCE OWED \$ _____ TRADE-IN ALLOWANCE \$ _____

LIENHOLDER _____ ACCT. NO. _____

REMARKS:
4x4

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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).

RETAIL PRICE OF VEHICLE	\$ <u>2829060</u>
SALE PRICE	<u>2590060</u>
OTHER GOODS & SERVICES	
DOCUMENTARY SERVICE FEE	
TOTAL PRICE	
TRADE-IN ALLOWANCE(S)	()
TAX BASE	
SALES TAX <u>N/A</u> %	
TITLE FEE	
REGISTRATION FEE	
PLUS PAYOFF ON TRADE VEHICLE(S)	
TOTAL DUE	<u>2590060</u>
LESS INITIAL PAYMENT CASH DOWN	\$
LESS REBATE/FACTORY INCENTIVE	<u>200060</u>
LESS REBATE/FACTORY INCENTIVE	
ADDITIONAL CASH DOWN DUE	
BALANCE DUE	\$ <u>2390000</u>

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This motor vehicle contract is executed as of this date _____

PURCHASER(S) _____

SALESPERSON _____

ACCEPTED BY AUTHORIZED AGENT

RETAIL BUYERS ORDER



1-71 & RT. 303 - 3031 CENTER RD. (330) 273-3300
BRUNSWICK, OHIO 44212 TOLL FREE 1-888-GO-TO-BAM (468-6226)



3950 PEARL RD.
MEDINA, OHIO 44256
330-725-4801

DEAL # _____
CUSTOMER # _____

PURCHASER'S NAME City of Strongsville DATE 9-28-16
ADDRESS 16099 Foltz Parkway HOME PHONE _____ OFFICE PHONE _____
CITY, STATE Strongsville OH COUNTY Cuyahoga ZIP 44149 CELL PHONE _____

NEW USED FACTORY OFFICIAL RENTAL DEMO PURCHASER'S E-MAIL: _____

MILEAGE (Accurate Unless Marked Not Accurate) Not Accurate SERIAL NO. 1K4PTMCB1G0366721

STOCK NO	YEAR	MAKE	MODEL	BODY TYPE	EXT. COLOR	INT. COLOR
<u>J162229</u>	<u>16</u>	<u>Jeep</u>	<u>Cherokee</u>	<u>Latitude</u>	<u>Blue</u>	

TRADE IN RECORD - TRADE 1

STOCK NO.	YEAR	MAKE	MODEL

VIN # _____ MILEAGE: (Accurate Unless Marked Not Accurate) NOT ACCURATE Salvage Vehicle? YES

BALANCE OWED \$ _____ TRADE-IN ALLOWANCE \$ _____

LIENHOLDER _____ ACCT. NO. _____

TRADE IN RECORD - TRADE 2

STOCK NO.	YEAR	MAKE	MODEL

VIN # _____ MILEAGE: (Accurate Unless Marked Not Accurate) NOT ACCURATE Salvage Vehicle? YES

BALANCE OWED \$ _____ TRADE-IN ALLOWANCE \$ _____

LIENHOLDER _____ ACCT. NO. _____

REMARKS: 4x4

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RETAIL PRICE OF VEHICLE	\$ <u>38290.00</u>
SALE PRICE	<u>25900.00</u>
OTHER GOODS & SERVICES	
DOCUMENTARY SERVICE FEE	
TOTAL PRICE	
TRADE-IN ALLOWANCE(S)	()
TAX BASE	
SALES TAX <u>NK</u> %	
TITLE FEE	
REGISTRATION FEE	
PLUS PAYOFF ON TRADE VEHICLE(S)	
TOTAL DUE	<u>25900.00</u>
LESS INITIAL PAYMENT CASH DOWN	\$
LESS REBATE/FACTORY INCENTIVE	<u>3000.00</u>
LESS REBATE/FACTORY INCENTIVE	
ADDITIONAL CASH DOWN DUE	
BALANCE DUE	\$ <u>22900.00</u>

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I UNDERSTAND THAT THIS RETAIL BUYERS ORDER IS NOT BINDING UNLESS ACCEPTED BY DEALER OR HIS AUTHORIZED AGENT.

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PURCHASER(S) _____

SALESPERSON _____

ACCEPTED BY AUTHORIZED AGENT _____

RETAIL BUYERS ORDER



1-71 & RT. 303 - 3031 CENTER RD. (330) 273-3300
BRUNSWICK, OHIO 44212 TOLL FREE 1-888-GO-TO-BAM (468-6226)



DEAL # _____
CUSTOMER # _____

PURCHASER'S NAME City of Strongsville DATE 9-28-16
ADDRESS 16099 Foltz Parkway HOME PHONE _____ OFFICE PHONE _____
CITY, STATE Strongsville OH COUNTY Cuyahoga ZIP 44149 CELL PHONE _____

NEW USED FACTORY OFFICIAL RENTAL DEMO PURCHASER'S E-MAIL: _____

MILEAGE (Accurate Unless Marked Not Accurate) Not Accurate SERIAL NO. 1C4DJMCB4GW337990

STOCK NO	YEAR	MAKE	MODEL	BODY TYPE	EXT. COLOR	INT. COLOR
<u>1162230</u>	<u>16</u>	<u>Jeep</u>	<u>Cherokee</u>	<u>Latitude</u>	<u>Brasserie</u>	

TRADE IN RECORD - TRADE 1			
STOCK NO.	YEAR	MAKE	MODEL
VIN #			
MILEAGE: (Accurate Unless Marked Not Accurate) <input type="checkbox"/> NOT ACCURATE			Salvage Vehicle? <input type="checkbox"/> YES
BALANCE OWED \$		TRADE-IN ALLOWANCE \$	
LIENHOLDER		ACCT. NO.	

TRADE IN RECORD - TRADE 2			
STOCK NO.	YEAR	MAKE	MODEL
VIN #			
MILEAGE: (Accurate Unless Marked Not Accurate) <input type="checkbox"/> NOT ACCURATE			Salvage Vehicle? <input type="checkbox"/> YES
BALANCE OWED \$		TRADE-IN ALLOWANCE \$	
LIENHOLDER		ACCT. NO.	

REMARKS:
4x4

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RETAIL PRICE OF VEHICLE	\$	<u>28900.00</u>
SALE PRICE		<u>25900.00</u>
OTHER GOODS & SERVICES		
DOCUMENTARY SERVICE FEE		
TOTAL PRICE		
TRADE-IN ALLOWANCE(S)	()
TAX BASE		
SALES TAX <u>NA</u> %		
TITLE FEE		
REGISTRATION FEE	\$	
PLUS PAYOFF ON TRADE VEHICLE(S)		
TOTAL DUE		<u>25900.00</u>
LESS INITIAL PAYMENT CASH DOWN	\$	
LESS REBATE/FACTORY INCENTIVE		<u>3000.00</u>
LESS REBATE/FACTORY INCENTIVE		
ADDITIONAL CASH DOWN DUE		
BALANCE DUE	\$	<u>22900.00</u>

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PURCHASER(S) _____
SALESPERSON _____
ACCEPTED BY AUTHORIZED AGENT _____

RETAIL BUYERS ORDER



1-71 & RT. 303 - 3031 CENTER RD. (330) 273-3300
BRUNSWICK, OHIO 44212 TOLL FREE 1-888-GO-TO-BAM (468-6226)



3950 PEARL RD.
MEDINA, OHIO 44256
330-725-4901

DEAL # _____
CUSTOMER # _____

PURCHASER'S NAME City of Strongsville DATE 9-28-16
ADDRESS 16099 Foltz Parkway HOME PHONE _____ OFFICE PHONE _____
CITY, STATE Strongsville OH COUNTY Cuyahoga ZIP 44149 CELL PHONE _____

NEW USED FACTORY OFFICIAL RENTAL DEMO

PURCHASER'S E-MAIL: _____

MILEAGE (Accurate Unless Marked Not Accurate) Not Accurate SERIAL NO. 1C4PTMCB76W327762

STOCK NO	YEAR	MAKE	MODEL	BODY TYPE	EXT. COLOR	INT. COLOR
<u>J162234</u>	<u>16</u>	<u>Jeep</u>	<u>Cherokee</u>	<u>Latitude</u>	<u>Cherry</u>	

TRADE IN RECORD - TRADE 1			
STOCK NO	YEAR	MAKE	MODEL
MILEAGE: (Accurate Unless Marked Not Accurate) <input type="checkbox"/> NOT ACCURATE Salvage Vehicle? <input type="checkbox"/> YES			
BALANCE OWED \$		TRADE-IN ALLOWANCE \$	
LIENHOLDER		ACCT. NO.	

TRADE IN RECORD - TRADE 2			
STOCK NO	YEAR	MAKE	MODEL
MILEAGE: (Accurate Unless Marked Not Accurate) <input type="checkbox"/> NOT ACCURATE Salvage Vehicle? <input type="checkbox"/> YES			
BALANCE OWED \$		TRADE-IN ALLOWANCE \$	
LIENHOLDER		ACCT. NO.	

REMARKS:
4x4

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RETAIL PRICE OF VEHICLE	\$ <u>28900</u>
SALE PRICE	<u>25900</u>
OTHER GOODS & SERVICES	
DOCUMENTARY SERVICE FEE	
TOTAL PRICE	
TRADE-IN ALLOWANCE(S)	()
TAX BASE	
SALES TAX <u>NA</u> %	
TITLE FEE	
REGISTRATION FEE	
PLUS PAYOFF ON TRADE VEHICLE(S)	
TOTAL DUE	<u>25900</u>
LESS INITIAL PAYMENT CASH DOWN	\$
LESS REBATE/FACTORY INCENTIVE	<u>3000</u>
LESS REBATE/FACTORY INCENTIVE	
ADDITIONAL CASH DOWN DUE	
BALANCE DUE	\$ <u>22900</u>

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 SOLD 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. GUÍA PARA COMPRADORES DE VEHÍCULOS USADOS. LA INFORMACIÓN QUE APARECE EN LA VENTANILLA DE ESTE VEHÍCULO FORMA PARTE DE ESTE CONTRATO. LA INFORMACIÓN CONTENIDA EN EL FORMULARIO DE LA VENTANILLA ANULA CUALQUIER PREVISIÓN QUE ESTABLEZCA LO CONTRARIO Y 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 as of this date _____

PURCHASER(S) _____

SALESPERSON _____

ACCEPTED BY AUTHORIZED AGENT

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 195

By: Mayor Perciak and Mr. Schonhut

AN ORDINANCE AMENDING SECTION 1480.02 OF TITLE EIGHT OF PART FOURTEEN, BUILDING AND HOUSING CODE, OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

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

Section 1. That Section 1480.02 of Title Eight of Part Fourteen of the Codified Ordinances of the City of Strongsville be and is hereby amended in order that Section 1480.02 shall read in its entirety as follows:

**CHAPTER 1480
ICC International Property Maintenance Code**

* * *

1480.02 AMENDMENTS AND INSERTIONS.

That the following sections of the International Property Maintenance Code be and are hereby amended and revised as follows:

- (a) Section 101.1 Title: These regulations shall be known as the Property Maintenance Code of the City of Strongsville hereinafter referred to as "this code."
- (b) Section 102.3 Application of other codes: Repairs, additions or alterations to a structure, or changes of occupancy shall be done in accordance with the applicable procedures and provisions of the Strongsville Dwelling Code as adopted pursuant to C.O. §1402.02; the Ohio Building Code as adopted pursuant to C.O. §1404.01(a); the International Plumbing Code as adopted pursuant to C.O. §1404.01(c); the National Electric Code as adopted pursuant C.O. §1406.01, the Ohio Fire code as adopted pursuant to C.O. §1601.01; and the Zoning Code set forth in Title Six of Part Twelve of the Codified Ordinances as these Codes currently exist or as they may be later amended. Nothing in this Code shall be construed to cancel, modify or set aside any provision of the other codes set out in this Section 102.3.
- (c) Section 103.1 General: The Building Commissioner shall be known as the code official.
- (d) Section 103.02 Appointment: The language contained in this section be and is hereby deleted.
- (e) Section 103.03 Deputies: In accordance with the prescribed procedures of the City, the City shall have the authority to appoint deputy or assistant code officials, other related technical officers, inspectors, and other employees.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 195

Page 2

- (f) Section 103.04 Liability: The language contained in this section be and is hereby deleted.
- (g) Section 103.5 Fees: The language contained in this section be and is hereby deleted.
- (h) Section 106.4 Violation penalties: The language contained in this section be and is hereby deleted.
- (i) Section 107.5 Penalties: The language contained in this section be and is hereby deleted.
- (j) Section 111.1 Establishment of Board of Appeals: Any person directly affected by a decision of the code official or a notice or order issued under this Code, shall have the right to appeal to the Board of **Zoning-Building Code** Appeals (“Board”). Notwithstanding any provision to the contrary in this Building Code, the Board is the appellate body for all decisions of the code official made pursuant to the provisions of Chapter 1480.
- (k) Section 111.3 Meetings and Notice: The Board shall meet within thirty (30) days of the filing of a notice of appeal. Notice of a meeting shall be given to all Board members and the appellant not less than seven (7) days before a meeting.
- (l) Section 111.4 Open Meetings and Hearings: All meetings of the Board shall be open to the public. At any hearing before the Board, the appellant and the appellant's representative and witnesses, the code official and the code official's representatives and witnesses, any City official, any person whose interests are affected, and any other person permitted by the Board shall be given an opportunity to be heard. All testimony shall be taken under oath, and the Chairman, Acting Chairman, or the legal representative of the City shall have the authority to administer the oath. The Board shall keep minutes of its proceedings, showing the vote of each member upon every question.
- (m) Section 111.4.1 Procedure: The procedures shall not require compliance with strict rules of evidence, but shall mandate that only relevant information be received.
- (n) Section 111.4.1.1 Application for Appeal: Any person directly affected by a decision of the code official or a notice or order issued under this code shall have the right to appeal to the Board , provided that a written application for appeal is filed within 20 days after the day the decision, notice, or order was served. The notice of appeal, specifying the grounds thereof, must be timely filed with the code official and the Board and be accompanied by a filing fee of fifty dollars (\$50.00).
- (o) Section 111.4.1.2 Powers of Board of Appeals: The Board shall have the power to:
 - (1) Affirm or reverse, in whole or in part, or modify, any decision of the code official interpreting the provisions of this code.
 - (2) Vary the application of any provision of this code to any particular case, when, in its opinion, the provisions of this code do not fully apply; or the requirements of this code are adequately satisfied by other means; or the strict application of any requirement of this

code would cause an undue hardship and non-enforcement would not be detrimental to the health, safety, or well-being of the occupants or the public in general.

- (p) Section 111.6 Board Decision: The Board shall ~~modify or reverse the affirm or reverse, in whole or in part, or modify, any~~ decision of the code official only by a concurring vote of not less than ~~two-three~~ (23) Board members.
- (q) Section 111.6.1 Records and Copies: The decision of the Board shall be recorded. Copies of the decision shall be furnished to the appellant and to the code official.
- (r) Section 111.6.2 Administration: The code official shall take immediate action in accordance with the decision of the Board.
- (s) Section 201.3 Terms defined in other codes: Where terms are not defined in this code and are defined in the Ohio Building Code as adopted in C.O. Chapter 1404, the Strongsville Dwelling Code as adopted in C.O. Chapter 1402, the National Electric Code as adopted in C.O. Chapter 1406, the International Plumbing Code as adopted in C.O. §1404.01(c), and the Zoning Code set forth in Title Six of Part Twelve of the Codified Ordinances, such terms shall have the meanings ascribed to them as in those Codes.
- (t) Section 302.4 Weeds: All premises and exterior property shall be maintained free from weeds or plant growth in excess of eight (8) inches. All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.
- (u) Section 303.2 Enclosures and Gates: Gates which are required to be self-closing and self-latching in accordance with the Ohio Building Code as adopted in C.O. Chapter 1404 and the Strongsville Dwelling Code as adopted in C.O. Chapter 1402 shall be maintained such that the gate will positively close and the latch when released from a still position of six (6) inches (152 mm) from the gatepost.
- (v) Section 304.14 Insect screens: During the period from April 1 to November 1, every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas, or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored, shall be supplied with approved tightly fitting screens of not less than 16 mesh per inch (16 mesh per 25mm) and every swinging door shall have a self-closing device in good working condition.
Exception: Screen doors shall not be required where other approved means, such as air curtains or insect repellent fans, are employed.
- (w) Section 401.3 Alternate devices: In lieu of the means for natural light and ventilation herein prescribed, artificial light or mechanical ventilation complying with the Ohio Building Code as adopted in C.O. Chapter 1404

and the Strongsville Dwelling Code as adopted in C.O. Chapter 1402 shall be permitted.

- (x) Section 505.1 General: Every sink, lavatory, bathtub or shower, drinking fountain, water closet or other plumbing fixture shall be properly connected to either a public water system or to an approved private water system. All kitchen sinks, lavatories, laundry facilities, bathtubs and showers shall be supplied with hot or tempered and cold running water in accordance with the Ohio Plumbing Code and/or the Ohio Building Code.
- (y) Section 602.2 Residential occupancies: Dwellings shall be provided with heating facilities capable of maintaining a room temperature of 68°F (20°C) in all habitable rooms, bathrooms and toilet rooms based on the winter outdoor design temperature for Strongsville. Cooking appliances shall not be used to provide space heating to meet the requirements of this section.
Exception: In areas where the average monthly temperature is above 30°F (-1°C) a minimum temperature of 65°F (18°C) shall be maintained.
- (z) Section 602.3 Heat supply: Every owner and operator of any building who rents, leases or lets one or more dwelling unit, rooming unit, dormitory or guestroom on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat during the period from September 1 to May 31 to maintain a temperature of not less than 68°F (20°C) in all habitable rooms, bathrooms, and toilet rooms.
Exceptions:
 - 1. When the outdoor temperature is below the winter outdoor design temperature for the locality, maintenance of the minimum room temperature shall not be required provided that the heating system is operating at its full design capacity. The winter outdoor design temperature for the locality shall be as indicated in the Ohio Building Code, the Strongsville Dwelling code or other applicable Code.
 - 2. In areas where the average monthly temperature is above 30°F (-1°C) a minimum temperature of 65°F (18°C) shall be maintained.
- (aa) Section 602.4 Occupiable work spaces: Indoor occupiable work spaces shall be supplied with heat during the period from September 1 to May 31 to maintain a temperature of not less than 65°F (18°C) during the period the spaces are occupied.
Exceptions:
 - (1) Processing, storage and operation areas that require cooling or special temperature conditions.
 - (2) Areas in which persons are primarily engaged in vigorous physical activities.
- (bb) Section 604.2 Service: The size and usage of appliances and equipment shall serve as a basis for determining the need for additional facilities in accordance with the applicable provisions of the Strongsville Dwelling Code, the Ohio Building Code and/or the National Electrical Code.

- Dwelling units shall be served by a three-wire, 120/240 volt, single-phase electrical service having a rating of not less than 60 amperes.
- (cc) Section 702.2 Aisles: The required width of aisles in accordance with the Ohio Building Code shall be unobstructed.
 - (dd) Section 702.3 Locked doors: All means of egress doors shall be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort, except where the door hardware conforms to that permitted by the Ohio Building Code.
 - (ee) Section 702.4 Emergency escape openings: Required emergency escape and rescue openings shall be operational from the inside of the room without the use of keys or tools. Bars, grilles, grates, or similar devices are permitted to be placed over emergency escape and rescue openings provided the minimum net clear opening size complies with the Ohio Building Code and such devices shall be releasable or removable from the inside without the use of a key, tool, or force greater than that which is required for normal operation of the escape and rescue opening. When such bars, grilles, grates or similar devices are installed in existing buildings, smoke detectors shall be installed in accordance with Section 704.
 - (ff) Section 704.2 Smoke Alarms: Approved single-station smoke alarms shall be installed in existing dwelling units, congregate residences, and hotel and lodging house guestrooms. Installation shall be in accordance with the Ohio Fire Code.
 - (gg) Chapter 8 Referenced Standards: The language contained in this Chapter be and is hereby deleted.

~~(Ord. 2016-148. Passed 7-18-16.)~~

* * *

Section 2. 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 3. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the public health, safety and welfare of the City, and for the further reason that it is immediately necessary for the purposes of updating the Building and Housing Code of the City of Strongsville. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2016 - 1965
Page 6

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Daymut	_____	_____
DeMio	_____	_____
Dooner	_____	_____
Schonhut	_____	_____
Short	_____	_____
Southworth	_____	_____

Attest: _____
Clerk of Council

ORD. No. 2016-195 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 196

By: Mayor Perciak and All Members of Council

AN ORDINANCE REQUESTING PARTICIPATION IN OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES CONTRACTS AND THE STATE'S NATURAL GAS PURCHASING PROGRAM FOR THE PURCHASE OF NATURAL GAS AND RELATED SERVICES, 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 machinery, materials, supplies or other articles; and

WHEREAS, the City Administration is informed that savings on the City's purchase of its natural gas requirements through the State of Ohio Natural Gas Purchasing Program could result in significant annual savings on the City's purchases for its some thirteen (13) owned facilities and buildings; and

WHEREAS, therefore, this Council wishes to take advantage of that opportunity in connection with the purchase of the City's ongoing requirements for natural gas and related services for all of its facilities through Summit Energy Services, a division of Schneider Electric, as Administrator of the State Program (Contract No. CSP903912-4, Index No. DAS029), with Constellation New Energy, as initial suppliers, and Columbia Gas of Ohio as transporter.

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 an Ohio Department of Administrative Services contract, specifically the State of Ohio Natural Gas Purchasing Program, through **SUMMIT ENERGY SERVICES, a division of SCHNEIDER ELECTRIC**, as the Program Administrator, with **CONSTELLATION NEW ENERGY**, as initial suppliers, and **COLUMBIA GAS OF OHIO**, as transporter, for the purchase of natural gas and related natural gas administration services, and for purposes of supplying gas to all of the City's buildings and facilities for a one-year period and/or as otherwise provided by the State's agreement, in an amount not to exceed \$500,000.00 annually, which the Department has entered into pursuant to Revised Code Section 5513.01(B).

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2016 – 196
Page 2

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 vendors, 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 and Ohio Natural Gas Purchasing Program, including but not limited to the documents attached hereto as Exhibit "A" collectively, and as approved by the Law Director.

Section 4. That the funds for the purposes of said contract have been appropriated and shall be paid from the General Fund, Street Construction, Maintenance and Repair Fund, Multi-Purpose Complex Fund, Fire Levy Fund and Sanitary Sewer Fund.

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

Section 6. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare, and for the further reason that it is immediately necessary to participate in such program and purchase natural gas requirements for City facilities through the State of Ohio Purchasing Program to maintain continuity of services and operation of the various facilities, buildings and departments of the City, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise from and after the earliest period allowed by law.

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2016 – 196
Page 3

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Daymut	_____	_____
DeMio	_____	_____
Dooner	_____	_____
Schonhut	_____	_____
Short	_____	_____
Southworth	_____	_____

Attest: _____
Clerk of Council

ORD. No. 2016-196 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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



STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

OPTIONAL USE CONTRACT FOR: NATURAL GAS ADMINISTRATION SERVICES

CONTRACT NUMBER: csp903912

EFFECTIVE DATES: 07/01/12 TO 6/30/14

* Renewal through 06/30/18

The Department of Administrative Services has accepted Proposals submitted in response to Request for Proposal (RFP) No. csp903912 that opened on 03/21/12 . The evaluation of the Proposal responses has been completed. The Offeror listed herein has been determined to be the highest ranking Offeror and has been awarded a Contract for the services listed. The respective Proposal response including, Contract Terms & Conditions, any Proposal amendment, special Contract Terms & Conditions, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Services Contract.

This Optional Use Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated, or cancelled in accordance with the Contract Terms and Conditions.

This Optional Use Contract is available to the All State Agencies, State Institutions of Higher Education and properly registered Cooperative Purchasing Members as applicable.

The agency is eligible to make purchases of the contracted services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that department will purchase the volume of services as advertised in the Request for Proposal.

This Optional Use Contract and any Amendments thereto are available from the DAS Web site at the following address:

www.ohio.gov/procure

* Indicates a mutual renewal of the Contract, effective 07/01/16 through 06/30/18.

EX.A

Changes to the Original RFP

The following change has been made to page 20 of the original RFP. The DAS fee will be 0.21% effective 07/01/14. The paragraph will now read as follows:

DAS Fee. A separate Department of Administrative Services (DAS) fee, based on the total dollar amount due, is to be added to each Transport Account invoice at time of billing. This percent is to be assessed each fiscal year and is equal to the annual fee percentage approved by the Office of Budget and Management. The current approved fee is 0.21%. This fee will be collected by the natural gas supplier. The natural gas supplier will distribute the fee to DAS within 30 days after the end of each quarter, including any and all agency level backing detail.

The following language is added to the Contract, post-award, to encourage the Contractor to solicit and set aside a portion of the work under this Contract for Ohio certified MBE vendors:

Minority Owned Business Enterprise (MBE) Subcontractors *

The State is committed to making more State contracts and opportunities available to MBEs certified by the Ohio Department of Administrative Services pursuant to Section 123.151 of the Ohio Revised Code and Rule 123:2-15-01 of the Ohio Administrative Code. The contracting agency requests the Contractor seek and set aside a portion of the Work to be exclusively performed by Ohio certified MBE businesses. For more information regarding Ohio MBE certification requirements, including a list of Ohio certified MBE businesses, please visit the DAS Equal Opportunity Division web site at:

<http://das.ohio.gov/Divisions/EqualOpportunity/MBEEDGECertification/tabid/134/default.aspx>

The Contractor should use its best efforts to seek and set aside work for Ohio certified MBEs.

Sheltered Solicitation. In seeking solicitations from Ohio certified MBE subcontractors, the Contractor must:

- Utilize a competitive process to which only Ohio certified MBEs may respond;
- Have established criteria by which prospective Ohio MBEs will be evaluated including business ability and specific experience related to the Work requirements; and
- Require the Ohio certified MBE to maintain a valid certification throughout the term of the Contract, including any renewals.

To search for Ohio MBE certified vendors, utilize the DAS Equal Opportunity Division website:

<http://eodreporting.oit.ohio.gov/searchEODReporting.aspx>

- Select "MBE Certified Providers" as the EOD Search Area selection;
- On the subsequent screen, select or fill in appropriate search criteria;
- Select "Search"; and
- a list of Ohio MBE Certified Service Providers satisfying the selected search criteria will be displayed.

Contractors should develop a certified MBE subcontractor set aside plan (Plan). This Plan must be provided to DAS for approval prior to implementation. The Plan must:

- Identify the proposed portions of the Work to be performed by Ohio certified MBE subcontractors;
- Include a description of the competitive process used for the selection of the Ohio certified MBE subcontractors; and
- State the specific percentage of the cost of the Work that it will set aside for Ohio certified MBE subcontractors.

Cost Summary *

RFP Title: "Natural Gas Administration Services"

Contract: CSP903912-1

UNSPSC CATEGORY CODE: 83101600

OAKS Item ID: 000000000000021737

Type of Account	Contractor Fee per MCF
Choice Accounts	\$ 0.127
Transport Accounts	\$ 0.127

All values are in US dollars.

No more than three digits to the right of the decimal will be accepted. Any additional digits after the first three to the right of the decimal will be ignored

Performance Bond based on \$6,000,000.00

\$ N/A at this time

* Page number updated to insert a new page 2.

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

BID CONTRACT NO.: CSP903912-4



OAKS ID: 0000212333

ADDRESS:

Summit Energy Services Inc.
10350 Ormsby Park Place, Suite 400
Louisville KY 40223

TERMS: Net 15

REMIT TO ADDRESS:

Summit Energy Services Inc.
25716 Network Place
Chicago, IL 60673

CONTRACTOR'S CONTACT:

Sheri Mulliniks *
Client Support Analyst

Office: (502) 614-2369
Fax: (502) 753-2248
Email: sheri.mulliniks@ems.schneider-electric.com

Becky Haysley
Account Manager

Office: (502) 753-3127
Fax: (502) 753-2248
Cell: (502) 551-0201
Email: becky.haysley@ems.schneider-electric.com

* Indicates the addition of the Client Support Analyst.

SUMMARY OF AMENDMENTS

Amendment Number	Effective Date	Description
7	07/01/16	This amendment is issued to execute a mutual renewal effective 07/01/16 through 06/30/18.
6	07/01/15	This amendment is issued to execute a mutual renewal effective 07/01/15 through 06/30/16, add the post-award Ohio certified MBE subcontractor set aside language, update the Contractor's contact information and update the front page to remove the Contract Analyst.
5	09/22/14	This amendment is issued to update the Contractor's contact phone numbers.
4	07/01/14	This amendment is issued to execute a mutual renewal effective 07/01/14 through 06/30/15. Additionally, the DAS fee will be 0.21% effective 07/01/14.
3	07/10/13	This amendment is issued to assign the Contract to Summit Energy Services Inc. as of 07/10/13.
2	05/20/13	This amendment is issued to reduce the DAS fee from 0.45% to 0.33% on page 20 of the original RFP per the OBM, effective 05/20/13.
1	03/01/13	This amendment is issued to update the contact information on the Contract.

LEGAL ENTITY / Corporation Name (Customer)*:	City of Strongsville	
dba (If applicable)	_____	Nom group or Aggregation _____
BILLING ADDRESS:	CITY OF STRONGSVILLE, 16099 Foltz Pkwy., Strongsville, OH 44149	
BILLING Contact Name/Telephone#:	BRYAN BOGRE; 440-580-3262	
OHIO CHARTER/REGISTRATION #	34-6002751	FEDERAL TAX ID#: 34-6002751

CONTRACT# _____

TRANSPORTATION SERVICE AGREEMENT

THIS AGREEMENT, made and entered into as of the _____ day of _____, _____, by and between COLUMBIA GAS OF OHIO, INC. ("Company"), and City of Strongsville ("Customer") *

WITNESSETH: That in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Section 1. **Transportation Service to be Rendered.** In accordance with the provisions of Section VI of Company's Tariff, on file with the Public Utilities Commission of Ohio (PUCO), and the terms and conditions herein contained, Company shall receive the quantities of gas requested by Customer to be transported and shall redeliver said gas to Customer's facilities. The point(s) of receipt, Customer facility location, the applicable Rate Schedule (SGTS, GTS OR LGTS), and the service and levels of said services to be rendered, shall be set forth in Section 7 of this Transportation Service Agreement ("Agreement").

Section 2. **Incorporation of Tariff Provisions.** This Agreement in all respects shall be subject to the provisions of Section VI of the Company's Rules and Regulations Governing the Distribution and Sale of Gas, as the same may be amended or superseded from time to time, which are incorporated herein by reference and made a part hereof.

Section 3. **Regulation.** This Agreement is contingent upon the receipt and continuation of all necessary regulatory approvals and authorizations. This Agreement shall become void or expire, as appropriate, if any necessary regulatory approval or authorization is not so received, changed or continued.

Section 4. **Term.** This Agreement shall become effective as of the first day of Customer's next billing cycle following its execution and shall continue through the last day of Customer's March, _____ billing cycle, provided however, that the Agreement shall continue in effect after that date on a year-to-year basis with each term ending on the last day of Customer's March billing cycle, unless terminated in accordance with this section.

Company may terminate this Agreement, effective as of the end of Customer's applicable March billing cycle consistent with the above terms, upon written notice to Customer on or before the preceding January 2, or unless terminated pursuant to the Company's Rules and Regulations Governing the Distribution and Sales of Gas.

Customer may terminate this Agreement, effective as of the end of its applicable March billing cycle consistent with the above terms, or request a change in the level of Backup Service, upon written notice to Company on or before the preceding January 2. Company will approve or deny any request by Customer to change the level of service, to be effective as of the beginning of its April billing cycle, on or before the preceding January 2, as soon thereafter as practicable.

Following the cancellation of this Agreement, and the termination of gas transportation service hereunder, Company shall have no obligation to sell or deliver gas to Customer under any other contract or rate schedule except to the extent that Customer has contracted for Backup Service herein. Following such cancellation, Customer will remain subject to the provision of Section VI of Company's Rules and Regulations Governing the Distribution and Sale of Gas until such time that any subsequent agreement is reached between the parties regarding the level of gas service to be provided.

Section 5. **Notices.** Any notices, except those relating to billing or interruption of service, required or permitted to be given hereunder shall be effective only if delivered personally to an officer or authorized representative of the party being notified, or if mailed to the address provided in Section 7 of this Agreement.

Section 6. **Cancellation of Prior Agreements** This Agreement supersedes and cancels, as of the effective date hereof, all previous two party transportation agreements and any Commercial or Industrial Gas Service Agreements between the parties for service to Customer's facilities served hereunder.

OHIO - ACKNOWLEDGEMENT CONCERNING TRANSPORTATION SERVICE WITH LESS THAN 100% BACKUP

City of Strongsville _____ (hereinafter "Customer") requests that Columbia Gas of Ohio, Inc. (hereinafter "Columbia") provide transportation service with less than 100% Backup Service to Customer at the facilities indicated in Customer's current service agreement.

OPERATIONAL FLOW ORDERS (OFOs) Customers without daily measuring devices are subject to Columbia's issuance of operational flow orders (OFO) that will direct Customers or their Agent to schedule confirmed supply volumes to match Columbia's estimate of their daily usage. Operational flow orders may require the scheduling of an OFO volume in excess of Customer's MDQ when forecasted operating conditions exceed the Company's design criteria. Failure to comply with an operational flow order will result in the billing of the following charges below assessed against the OFO difference. The OFO difference is defined as the shortfall between the OFO volume and actual daily supply during an OFO - Deficient Supply, and the overage between the OFO volume and the actual daily supply deliveries during an OFO - Excess Supply:

Failure to comply with an OFO will result in the assessment of a charge equal to higher of the following:

- (A) Ten dollars (\$10.00) times the OFO shortfall or overage; or
- (B) 110% of the TCO Daily Index adjusted for the SST commodity and shrinkage times the OFO shortfall or overage; or
- (C) The payment of the pro-rata share of all other charges, including gas costs, penalty charges or cash-outs, incurred by the Company as a result of non-compliance on the date of the OFO shortfall or overage.

If a Customer or their Agent complies with an OFO, it shall not be subject to any charge or additional cost.

OPERATIONAL MATCHING ORDERS (OMOs) Customers with daily measuring device meters are subject to Columbia's issuance of operational matching orders (OMO) that will direct Customers or their Agent to adjust usage to match confirmed supply volumes or adjust confirmed supply to match usage. Failure to comply with an OMO will result in the billing of the following charges to the OMO difference, which is defined as the shortfall between the OMO volume and actual daily supply deliveries during an OMO - Deficient Supply and the overage between the OMO volume and the actual supply deliveries during an OMO - Excess Supply:

Failure to comply with an OMO will result in the assessment of a charge equal to higher of the following:

- (A) Ten dollars (\$10.00) times the OMO shortfall or overage; or
- (B) 110% of the TCO Daily Index adjusted for the SST commodity and shrinkage times the OMO shortfall or overage; or
- (C) The payment of the pro-rata share of all other charges, including gas costs, penalty charges or cash-outs, incurred by the Company as a result of non-compliance on the date of the OMO shortfall or overage.

If a Customer complies with an OMO it shall not be subject to any charge or additional cost.

Customer further recognizes and acknowledges that non-compliance with an OMO could result in the suspension or termination of customer's gas service and such suspension or termination may require or result in (1) the temporary closing of Customer's facilities, (2) lost production, sales, or business, and (3) damage to Customer's physical facilities. Customer assumes the risk of any such losses or damages.

Customer understands that to the extent Customer has elected to take less than 100% Backup Service, Customer forfeits its right to purchase gas from Columbia and may have to pay the higher cost of acquiring new gas supplies should Customer elect to return to a retail supply of gas from the company.

Should the issuance of an OFO or OMO be required, one of the following persons may be contacted (at least two customer names must be provided with two contact numbers, **no fax numbers please**):

Customer Contact Name BRYAN BOGRE Phone (W) 440-580-3262 (24 Hour) _____

Customer Contact Name TINA FORD Phone (W) 440-580-3132 (24 Hour) _____

Other Contact Name _____ Phone (W) _____ (24 Hour) _____

EXECUTED on Behalf of Customer BY: _____

Title: Thomas P. Perciak, Mayor, City of Strongsville

SECTION 7. Contract Data. - Transportation Service (SGTS, GTS or LGTS)

A. Point(s) of Receipt into Columbia Gas of Ohio, Inc. - Point(s) of Receipt with Interstate Pipelines

- 1) Columbia Gas Transmission, LLC (TCO)
- 2) Other Point(s) of Receipt: _____

B. FACILITY ADDRESS: 18100 ROYALTON RD, STRONGSVILLE, OH 44136 **PCID** 14880933001

C. Type of Business		D. Volume Detail: To be completed by Marketer/Customer <i>*Notice of change must be received on or before January 2, to be effective for the April billing cycle.</i>		
Description of Business:	Alternate Fuel Type: N/A	*Backup Service: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	*Monthly Bank Tolerance %: <input type="checkbox"/> 1.0% <input type="checkbox"/> 2.0% <input type="checkbox"/> 3.0% <input checked="" type="checkbox"/> 4.0%	*Capacity Assigned MCF/Day: (LGTS Customers Only)
	Alternate Fuel Percent (%): 0%	* Volumes Requested:	Choose one box only ¹	

¹ If a Monthly Bank Tolerance is not selected, the default is 4%.

CUSTOMER NOTICES: (Mailing address for Contract) Please Print			Correspondence to: Columbia Gas of Ohio Inc. 290 W. Nationwide Blvd. Columbus, Ohio 43215 Attn: Gas Transportation
Legal Entity/Corporation Name (Customer): City of Strongsville			
dba (if applicable):			
Address: CITY OF STRONGSVILLE, PO BOX 182598, MAILSTOP #2			
City: COLUMBUS	State: OH	Zip: 43218-2598	
Attn: BRYAN BOGRE		Title: Director of Recreation & Senior Services	
Telephone #: 440-580-3262			
Fax #: 440-580-3503	E-Mail Address: bryan.bogre@strongsville.org		

IN WITNESS WHEREOF, the parties hereto have accordingly and duly executed this Agreement as of the date herein above first mentioned.

CUSTOMER

COLUMBIA GAS OF OHIO, INC.

By: _____
(Signature)

By: _____
(Signature)

Printed: Thomas P. Perciak
Title: MAYOR

Printed: _____
Title: _____

DO NOT WRITE BELOW THIS LINE: For Columbia Personnel Use Only								
NOTE: ALL INFORMATION SUBJECT TO CHANGE								
<input type="checkbox"/> New Customer	Authorized Daily Volume Winter (Mcf)	Authorized Daily Volume Summer (Mcf)	Annual Transport Vol (Mcf)	Monthly Bank Tolerance	Daily Standby Volumes (Mcf)	Annual Standby Volumes (Mcf)	Daily Metering Service <input type="checkbox"/> YES <input type="checkbox"/> NO	
<input type="checkbox"/> New Facility								
<input type="checkbox"/> Replacement								
PSID #	Area Office #	Unit/Book	SIC Code	Pipeline Scheduling Point (PSP)	GMB # MS#	POD #	Invoice # <input type="checkbox"/> Combined <input type="checkbox"/> Separate	Rate Number

APPROVAL:

COH REPRESENTATIVE: _____ Date: _____

Comments _____ Effective Date: _____

**COLUMBIA GAS OF OHIO, INC.
APPOINTMENT OF AGENT**

KNOW ALL MEN BY THESE PRESENTS that City of Strongsville ("Customer") does hereby make, constitute and appoint Constellation New Energy ("Agent") as its **AGENT** for the purpose of establishing and administering transportation service on the Columbia Gas of Ohio, Inc. ("Columbia") system for and on behalf of Customer for the accounts listed below. This appointment authorizes Agent to establish such transportation service on behalf of Customer, including (by way of illustration and not limitation) the following: request transportation service from Columbia; obtain Customer's historic and current usage data from Columbia; nominate transportation volumes on behalf of Customer; direct Columbia to send Customer's transportation bill directly to Agent *; and obtain from Columbia any information pertaining to prior or current month gas deliveries to Customer, including disbursed volumes, tariff volumes, banked volumes and bank tolerances.

Chose type of Transportation Service (**CHECK & INITIAL ONE ONLY**):

Non-Aggregation Service (Stand Alone): Under Non-Aggregation Service (Stand Alone), Customer agrees to be responsible for all Columbia fees and charges associated with providing transportation service to its nomination group, including any fees or charges billed by Columbia to the Agent, and not paid by Agent.

Customer Initials: _____

Aggregation Service Option 1: Under Aggregation Service Option 1, Customer is not liable to Columbia for any fees and charges billed to Agent, but not paid by Agent. Columbia will conduct a credit investigation as to Agent's credit worthiness and may require Agent to maintain a cash deposit, a surety bond, an irrevocable letter of credit at a Columbia-approved bank of the Agent's choosing, or such other financial instrument as Columbia may require during the term of this Agreement, in order to assure Agent's performance on behalf of Customer.

Customer Initials: _____

Aggregation Service Option 2: Under Aggregation Service Option 2, Customer agrees to be responsible for all Columbia fees and charges associated with providing transportation service to its nomination group, including any fees or charges billed by Columbia to Agent, and not paid by Agent. Agents providing service pursuant to this Aggregation Service Option 2 are not required to provide bond or other financial security instrument in order to participate in Columbia's aggregation program unless, based upon Columbia's creditworthiness assessment, the need for such financial security instrument in the amount requested by Columbia is found to be reasonable and necessary. In the event of default of the Agent any fees and charges remaining unpaid by the Agent will be assessed by Columbia to Customer on a pro rata basis based on the ratio of customer's gas usage to the usage of all customers participating in the aggregation pool during the month for which the charge is applied. The fees and charges to which this provision applies include, but are not limited to, commodity costs, demand costs, balancing fees, OFO/OMO charges, gas transfer service fees, bank transfer service fees, or other charges billed to the Agent by Columbia.

Customer Initials: _____

In the event no choice is made, the default will be Non-Aggregation Service (Stand Alone). Furthermore, Agent, in its sole discretion based upon Customer's performance, may remove Customer from Agent's Aggregation Service and place Customer in Non-Aggregation Service ("Stand Alone") by written notice of the removal to the Company and the Customer at least 60 days prior to the commencement of the month in which the removal is to be effective. Customer agrees that in the event it is removed by Agent from Agent's Aggregation Service and placed in Stand Alone, Customer agrees to be responsible for all Columbia fees and charges associated with providing natural gas transportation service to its nomination group, including any fees or charges billed by Columbia to Agent, and not paid by Agent. Company shall perform on a non discriminatory basis a creditworthiness evaluation of Customer as defined in the Columbia Gas of Ohio, Inc., tariff.

* Please note that end-use Customers are ultimately responsible for payment of their Columbia bills. Sending Customer bills to a third party will not eliminate this responsibility.

**COLUMBIA GAS OF OHIO, INC.
APPOINTMENT OF AGENT**

Acct. No. <u>14880933001</u>	Acct. No. _____
Acct. No. _____	Acct. No. _____
Acct. No. _____	Acct. No. _____
Acct. No. _____	Acct. No. _____
Acct. No. _____	Acct. No. _____
Acct. No. _____	Acct. No. _____
Acct. No. _____	Acct. No. _____
Acct. No. _____	Acct. No. _____

COMPANY AUTHORIZED EMPLOYEE INFORMATION:

EXECUTED BY CUSTOMER: _____
(Must be signed by Authorized Employee of Company)

(Please Print Authorized Employee Name)

Title: <u>Thomas P. Perciak, Mayor</u>	Address: <u>16099 Foltz Parkway, Strongsville, OH 44149</u>
Phone No.: <u>440-580-3100</u>	Fax No.: _____
E-Mail Address: _____	Date: _____

AGENT AUTHORIZED EMPLOYEE INFORMATION:

EXECUTED BY AGENT: _____
(Must be signed by Authorized Employee of Company)

(Please Print Authorized Employee Name)

Title: _____	Address: _____
Phone No.: _____	Fax No. : _____
E-Mail Address: _____	Date: _____

EXECUTED BY COLUMBIA: _____

Name: _____
Title: _____

Address: <u>290 W. Nationwide Blvd., Columbus, Ohio 43215</u>	Fax No.: <u>614-460-8447</u>
Date: _____	