



City of Strongsville

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

March 16, 2017

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
At-Large

Duke Southworth
At-Large

Aimee Pientka, MMC
Clerk of Council

Tiffany Mekeel, CMC
Assistant Clerk of Council

MEETING NOTICE

City Council has scheduled the following meetings for **Monday, March 20, 2017**, 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 7:15 p.m. *All committees listed will meet immediately following the previous committee:*

7:15 P.M.

Planning, Zoning and Engineering Committee will meet to discuss Ordinance Nos. 2017-039, 2017-040 and Resolution No. 2017-041.

Public Safety and Health Committee will meet to discuss Ordinance Nos. 2017-042, 2017-043 and 2017-044.

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

Committee of the Whole will consider a motion to adjourn into **Executive Session** with the Law Director and other members of the Administration for the purpose of discussing legal matters pertaining to potential litigation.

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, MARCH 20, 2017 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 – March 6, 2017*
6. APPOINTMENTS, CONFIRMATIONS, AWARDS AND RECOGNITION:
 - Presentation by State Representative Thomas F. Patton
7. REPORTS OF COUNCIL COMMITTEE:
 - SCHOOL BOARD – Mr. Dooner:
 - SOUTHWEST GENERAL HEALTH SYSTEM – Mr. Carbone:
 - BUILDING AND UTILITIES – Mr. Schonhut:
 - COMMUNICATIONS AND TECHNOLOGY – Mr. Schonhut:
 - ECONOMIC DEVELOPMENT – Mr. Daymut:
 - FINANCE – Mr. Short:
 - PLANNING, ZONING AND ENGINEERING – Mr. Daymut:
 - PUBLIC SAFETY AND HEALTH – Mr. DeMio:
 - PUBLIC SERVICE AND CONSERVATION – Mr. Carbone:
 - *A motion to note and approve the owner's designation of wishes for interments in the Strongsville Municipal Cemetery, Section D, Lot # 13, Grave A.*
 - RECREATION AND COMMUNITY SERVICES – Mr. Southworth:
 - COMMITTEE-OF-THE-WHOLE – Mr. Dooner:

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. 2017-039 by Mayor Perciak and Mr. Daymut. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR IMPROVEMENTS TO VARIOUS STREETS IN THE CITY OF STRONGSVILLE IN CONNECTION WITH THE PAVEMENT RECONSTRUCTION PROGRAM FOR 2017, AND DECLARING AN EMERGENCY.
- Ordinance No. 2017-040 by Mr. Daymut. AN ORDINANCE ACCEPTING FOR RECORDING PURPOSES ONLY THE PLAT OF FIELDSTONE PRESERVE SUBDIVISION PHASE 3-THE ENCLAVE AT FIELDSTONE PRESERVE, IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Resolution No. 2017-041 by Mr. Daymut. A RESOLUTION DECLARING THE INTENT OF THE COUNCIL OF THE CITY OF STRONGSVILLE TO ACCEPT FOR DEDICATION CERTAIN STREETS WITHIN FIELDSTONE PRESERVE SUBDIVISION PHASE 3-THE ENCLAVE AT FIELDSTONE PRESERVE, IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Ordinance No. 2017-042 by Mr. DeMio. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A STATE OF OHIO ADMINISTRATIVE SERVICES CONTRACT FOR THE PURCHASE OF ONE (1) NEW 2018 BRAUN TYPE I MEDIUM DUTY FREIGHTLINER M2 SUPER CHIEF AMBULANCE UNIT WITH RELATED VEHICLE MODIFICATIONS AND APPURTENANCES FOR USE BY THE FIRE DEPARTMENT, AND DECLARING AN EMERGENCY.
- Ordinance No. 2017-043 by Mr. DeMio. AN ORDINANCE AUTHORIZING THE SALE BY INTERNET AUCTION, OF CERTAIN OBSOLETE PROPERTY NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE BY THE CITY'S FIRE DEPARTMENT, AND DECLARING AN EMERGENCY.
- Ordinance No. 2017-044 by Mayor Perciak and Mr. DeMio. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A THIRD AMENDMENT TO THE AGREEMENT FOR PUBLIC SAFETY DISPATCH SERVICES BETWEEN THE CITY OF STRONGSVILLE AND THE CITY OF NORTH ROYALTON, IN CONNECTION WITH AN ADJUSTMENT OF FEES COMMENCING JANUARY 1, 2017, AND DECLARING AN EMERGENCY.

11. COMMUNICATIONS, PETITIONS AND CLAIMS:

- Application for Permit: STCK-D1-D2-D3-D3A-D6: To: Franklins Strongsville Grill & Bar; DBA: BW3 Buffalo Wild Wings, 8465 Pearl Road, Strongsville, Ohio 44136
(Responses must be postmarked no later than 04/03/2017).

12. MISCELLANEOUS BUSINESS:

13. ADJOURNMENT:

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 039

By: Mayor Perciak and Mr. Daymut

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR IMPROVEMENTS TO VARIOUS STREETS IN THE CITY OF STRONGSVILLE IN CONNECTION WITH THE PAVEMENT RECONSTRUCTION PROGRAM FOR 2017, AND DECLARING AN EMERGENCY.

WHEREAS, the City has advertised and received bids for improvements to various streets in the City of Strongsville in connection with the Pavement Reconstruction Program for 2017; and

WHEREAS, Council is desirous of proceeding to award and enter into a contract for such improvements.

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

Section 1. That this Council hereby finds and determines that the bid submitted by **FABRIZI TRUCKING & PAVING CO., INC.**, for improvements to various streets in the City of Strongsville, in connection with the Pavement Reconstruction Program for 2017, meets the specifications on file in the office of the City Engineer; is in compliance with the applicable requirements for bids and contracts established by the laws of the City and the State; and is the lowest and best bid for the proposed contract. All other bids for this contract are hereby rejected.

Section 2. That accordingly the Mayor be and is hereby authorized and directed to enter into a contract with the aforesaid lowest and best bidder in an amount not to exceed \$1,047,175.00 for improvements to various streets in the City of Strongsville, in connection with the Pavement Reconstruction Program for 2017, and in a form approved by the Law Director.

Section 3. That the funds for the purposes of this Ordinance have been appropriated and shall be paid from the General Capital Improvement Fund and Motor Vehicle License Fund.

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

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

President of Council

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. 2017-039 Amended: _____

1st Rdg. _____ Ref: _____

2nd Rdg. _____ Ref: _____

3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____

Adopted: _____ Defeated: _____

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 040

By: Mr. Daymut

AN ORDINANCE ACCEPTING FOR RECORDING PURPOSES ONLY THE PLAT OF FIELDSTONE PRESERVE SUBDIVISION PHASE 3-THE ENCLAVE AT FIELDSTONE PRESERVE, IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

WHEREAS, the plat of Fieldstone Preserve Subdivision Phase 3-The Enclave at Fieldstone Preserve is being submitted to this Council for review pursuant to Title Four of Part Twelve of the Codified Ordinances of the City of Strongsville, entitled "Subdivision Regulations"; and

WHEREAS, Pulte Homes of Ohio, LLC, the owner of said Subdivision, has submitted the subdivision plat and tax split map (attached hereto as Exhibits "1" and "1a") to the Planning Commission of the City of Strongsville; and the Planning Commission approved the plat on February 23, 2017; and

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

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

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

Section 1. That, pursuant to Section 1228.03 of the City of Strongsville, this Council hereby approves the form of security by the Owner, and the terms and conditions of the Agreement between the City and the Owner, attached hereto as Exhibit "2"; and it is hereby determined that all of the improvements as shown on the improvement plans on file with the City Engineer and/or required by Section 1228.01 shall be installed in the manner required by the Ordinances of the City on or before November 1, 2017.

Section 2. That the Mayor be and is hereby authorized to execute the aforesaid Agreement (Exhibit "2") and to do or delegate to appropriate officers and employees of the City the performance of all things necessary to implement and carry out such Agreement.

Section 3. That, subject to the aforesaid Agreement, the Council of the City of Strongsville does hereby approve the subdivision plat and tax split map submitted by Pulte Homes of Ohio, LLC., owner and developer of Fieldstone Preserve Subdivision Phase 3-The Enclave at Fieldstone Preserve in the City of Strongsville, for recording purposes only.

Section 4. That the City Engineer be and is hereby authorized to accept the necessary plat and documents, which he shall keep on file on behalf of the City after recording with the Cuyahoga County Fiscal Officer. The Engineer is further directed to endorse on the recordation plat that the plat is to be recorded for recording purposes only, and not for dedication.

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 the Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 6. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to assure proper development of all lots and land within the City of Strongsville. 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. 2017-040 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

 Pub Hrg. _____ Ref: _____
 Accepted: _____ Defeated: _____

FIELDSTONE PRESERVE SUBDIVISION PHASE 3 THE ENCLAVE AT FIELDSTONE PRESERVE

BEING A RE-SUBDIVISION OF SPURT PARCEL "B" IN THE MAP OF SURVEY AND LOT SPLIT MADE FOR THE CITY OF CLEVELAND AND GADG PEARL, LLC OF PART OF ORIGINAL OF STRONGSVILLE TOWNSHIP LOT 59 AND 62 AS RECORDED IN VOL. _____ P. _____ OF CUYAHOGA COUNTY RECORDS.

NOW IN THE CITY OF STRONGSVILLE, CUYAHOGA COUNTY, OHIO.

I HEREBY STATE THAT THIS PLAT WAS BEING COVERED FROM A SURVEY MADE ON THE PREMISES UNDER MY SUPERVISION IN ACCORDANCE WITH THE PROFESSIONAL KNOWLEDGE, INFORMATION AND BELIEF. DISTANCES ARE GIVEN IN FEET AND DECIMAL PARTS INDICATE ANGLES ONLY.

♦ - INDICATES IRON MONUMENTS TO BE SET (3/8" DIAMETER REBAR WITH IDENTIFICATION D.G. BOWNING ASSOC.) AFTER CONSTRUCTION OF IMPROVEMENTS.

DONALD G. BOWNING & ASSOCIATES, INC.
CIVIL ENGINEERING & SURVEYING



MICHAEL A. ACKERMAN
REGISTERED SURVEYOR NO. 8196

ACCEPTANCE, DEDICATION, & EASEMENTS.

WE, THE UNDERSIGNED:
PULTE HOMES OF OHIO, A Michigan Limited Liability Company

OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON, (DOES) HEREBY ASSENT TO AND ADOPT THIS SUBDIVISION RECORD AND ITS ESTABLISHED SETBACK LINES AND ACKNOWLEDGE THAT THE SAME SHALL BE SUBJECT TO ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS, ORDINANCES, REGULATIONS AND TO OTHERS. THESE AREAS SHALL BE SUBJECT TO THE TERMS AND CONDITIONS OF THE DEPARTMENT OF ARMY PERMIT APPLICATION NO. 2015-01330, DATED JUNE 1, 2016, ISSUED BY THE U.S. ARMY CORPS OF ENGINEERS, BUFFALO DISTRICT.

MAINTENANCE AND OPERATION OF PUBLIC UTILITIES AND APPURTENANCES AS SHOWN HEREON.

PULTE HOMES OF OHIO, A Michigan Limited Liability Company

BY: BRAD PROHL - VICE PRESIDENT OF ACQUISITION

ACKNOWLEDGEMENT

STATE OF _____ COUNTY OF _____

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE PERSONALLY APPEARED _____ WHO HAS IDENTIFIED HIMSELF TO ME BY HIS SIGNATURE AND BY HIS PERSONAL KNOWLEDGE OF THE INSTRUMENT IS THEIR FREE ACT AND DEED INDIVIDUALLY, AND/OR AS SUCH OFFICER OF THE FREE ACT AND DEED OF SUCH ENTITY.

IN WITNESS WHEREOF, I HAVE HEREBY SET MY HAND AND OFFICIAL SEAL AT _____ OHIO, THIS _____ DAY OF _____, 20____.

NOTARY PUBLIC _____

MY COMMISSION EXPIRES _____

AREA CHART

Description	Acreage
PARCEL "3A"	1.3860
PARCEL "3B"	0.4759
PARCEL "3C"	1.5712
PARCEL "3D"	0.8718
PARCEL "3E"	1.0555
BLOCK "1"	1.1922
BLOCK "2"	0.7163
BLOCK "3"	1.4900
BLOCK "4"	0.4632
TOTAL	11.0073

METLAND NOTICE.

VARIOUS LANDS IN THE CITY OF STRONGSVILLE HAVE BEEN IDENTIFIED AS POSSIBLE WETLANDS UNDER THE CLEAN WATER ACT - 33 U.S.C. 1343 WHICH MAY PROHIBIT OR LIMIT DEVELOPMENT WITHIN METLANDS. SIGNIFICANT PENALTIES MAY BE LEVIED BY THE FEDERAL GOVERNMENT FOR VIOLATIONS OF THESE REGULATIONS. PROPERTIES SHOULD BE ANALYZED FOR THE EXISTENCE OF WETLANDS AND PERMIT MAY BE REQUIRED FROM THE U.S. ARMY CORPS OF ENGINEERS TO WORK ON YOUR LAND.

FOR FURTHER INFORMATION CONTACT:

U.S. ARMY CORPS OF ENGINEERS, BUFFALO DISTRICT
1715 W. WOODLAND DRIVE
BUFFALO, NEW YORK 14207-3159
TELE. (716) 879-4330

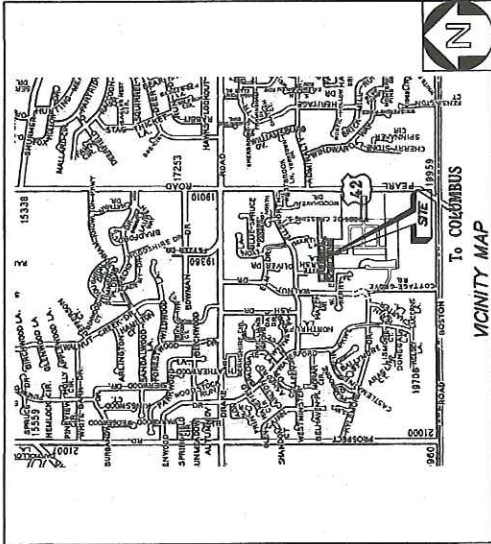
ADDITIONALLY, THE ISSUANCE BY THE CITY OF STRONGSVILLE OF A PERMIT FOR WHICH THIS APPLICATION IS MADE DOES NOT RELIEVE YOU FROM THE RESPONSIBILITY OF OBTAINING ANY AND TO OBTAIN PERMITS AS TO ALL FEDERAL, STATE OR LOCAL JURISDICTION. THIS PLAT IS SUBJECT TO THE TERMS AND CONDITIONS OF THE DEPARTMENT OF ARMY PERMIT APPLICATION NO. 2015-01330, DATED JUNE 1, 2016, ISSUED BY THE U.S. ARMY CORPS OF ENGINEERS, BUFFALO DISTRICT.

ACKNOWLEDGED BY PULTE HOMES OF OHIO, A Michigan Limited Liability Company

BY: BRAD PROHL - VICE PRESIDENT OF ACQUISITION

RESTRICTIVE AREAS

THESE AREAS HEREON ARE DEFINED "DEED RESTRICTIVE" AND ARE SUBJECT TO THE DEPARTMENT OF RECORDS OF THE CUYAHOGA COUNTY RECORDER AND THE METLANDS AND STREAMS IN THE PROTECTED AREAS WILL NOT BE ADVERSELY IMPACTED BY CONSTRUCTION OR STRUCTURAL MODIFICATIONS.



APPROVALS:

THIS SUBDIVISION HAS BEEN APPROVED BY THE CITY ENGINEER OF THE CITY OF STRONGSVILLE, OHIO, FOR RECORD PURPOSES ONLY ON THIS _____ DAY OF _____, 20____.

CITY ENGINEER _____

THIS PLAT HAS BEEN APPROVED BY THE PLANNING COMMISSION OF THE CITY OF STRONGSVILLE, OHIO, ON THIS _____ DAY OF _____, 20____.

PLANNING COMMISSION SECRETARY _____

PLANNING COMMISSION CHAIRMAN _____

COUNCIL

THIS PLAT HAS BEEN APPROVED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, OHIO, ON THIS _____ DAY OF _____, 20____. FOR RECORD PURPOSES ONLY AND THAT SUCH APPROVAL DOES NOT CONSTITUTE THE ACCEPTANCE FOR PUBLIC USE OF ANY STREETS OR OTHER LANDS WHICH THIS PLAT INDICATES SHALL BE DEDICATED TO SUCH USE.

CLERK OF COUNCIL _____

MAYOR _____

THE COUNCIL OF THE CITY OF STRONGSVILLE, OHIO HEREBY ACCEPTS THE DEDICATION SYMBOL ON THIS PLAT, FOR PUBLIC USE THIS _____ DAY OF _____, 20____ BY ORDINANCE NO. _____

CLERK OF COUNCIL _____

MAYOR _____

CLERK OF COUNCIL _____

MAYOR _____

THE ENGINEER OF THE CITY OF STRONGSVILLE, OHIO HEREBY ACCEPTS THE DEDICATION OF THIS PLAT, FOR PUBLIC USE THIS _____ DAY OF _____, 20____ BY ORDINANCE NO. _____

CITY ENGINEER _____

COVENANTS AND RESTRICTIONS:

THIS SUBDIVISION PLAT IS SUBJECT TO THE DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS (THE "DECLARATION") RECORDED AS AFR _____ IN THE CUYAHOGA COUNTY RECORDS, CREATED TO ADMINISTER THE "COMMON PROPERTIES" OF THE SUBDIVISION AND TO PERFORM THE OTHER FUNCTIONS SET FORTH IN THE DECLARATION, AND ALSO AS AMENDED.

UTILITY EASEMENT (U.E.I.):

WE, THE OWNERS OF THE WITHIN PLATED LAND, DO HEREBY GRANT UNTO THE ILLUMINATING COMPANY, TO AS THE GRANTEEES A PERMANENT RIGHT OF WAY AND EASEMENT TWELVE (12) FEET OR AS SHOWN IN WIDTH UNDER, OVER AND THROUGH ALL SUBLOTS AND ALL LANDS SHOWN HEREON AND PARALLEL TO THE RIGHT OF WAY AND/OR PARALLEL TO A THREE (3) AND/OR FIVE (5) FOOT UTILITY EASEMENT TO RELOCATE, REVIEW, SUPPLEMENT OR REMOVE SUCH UNDERGROUND ELECTRIC, GAS, AND COMMUNICATIONS, CABLES, DUCTS, CONDUITS, PIPES, GAS PIPELINES SURFACE OR BELOW MOUNTED OR CONVEYED BY THE GRANTEEES FOR DISTRIBUTING AND TRANSMITTING ELECTRICITY, GAS, AND OR COMMUNICATION SIGNALS FOR PUBLIC AND PRIVATE USE AT SUCH LOCATIONS AS THE GRANTEEES MAY DETERMINE, UPON, WITHIN AND ACROSS SAID EASEMENT PREMISES. SAID EASEMENT RIGHTS SHALL BE CONVEYED TO THE GRANTEEES BY THIS EASEMENT GRANT WITHIN SAID EASEMENT PREMISES INCLUDING, BUT NOT LIMITED TO, IRRIGATION SYSTEMS, ELECTRONIC ANIMAL DETECTION SYSTEMS, LIGHTING SYSTEMS, AND OTHER UTILITIES. SAID EASEMENT RIGHTS SHALL INCLUDE THE RIGHT TO INSTALL, REPAIR, ADJUST AND MAINTAIN SERVICE CABLES AND PIPELINES AND TO ACCESS, PRESSURE AND DRESS OVER AND THROUGH SAID THREE (3) FOOT UTILITY EASEMENT TO THE CITY. ALL SUBLOTS AND ALL LANDS SHALL BE RESTRICTED TO UNDERGROUND UTILITY SERVICE.

RECEIVED
MAY 3 - 2017
ENGINEERING
DEPARTMENT

GRANTEEES:

PULTE HOMES OF OHIO, A Michigan Limited Liability Company

BY: BRAD PROHL - VICE PRESIDENT OF ACQUISITION

GRANTEEES:

THE ILLUMINATING COMPANY

TIME WARNER

SIGN: _____

PRINT: _____

COLUMBIA GAS COMPANY

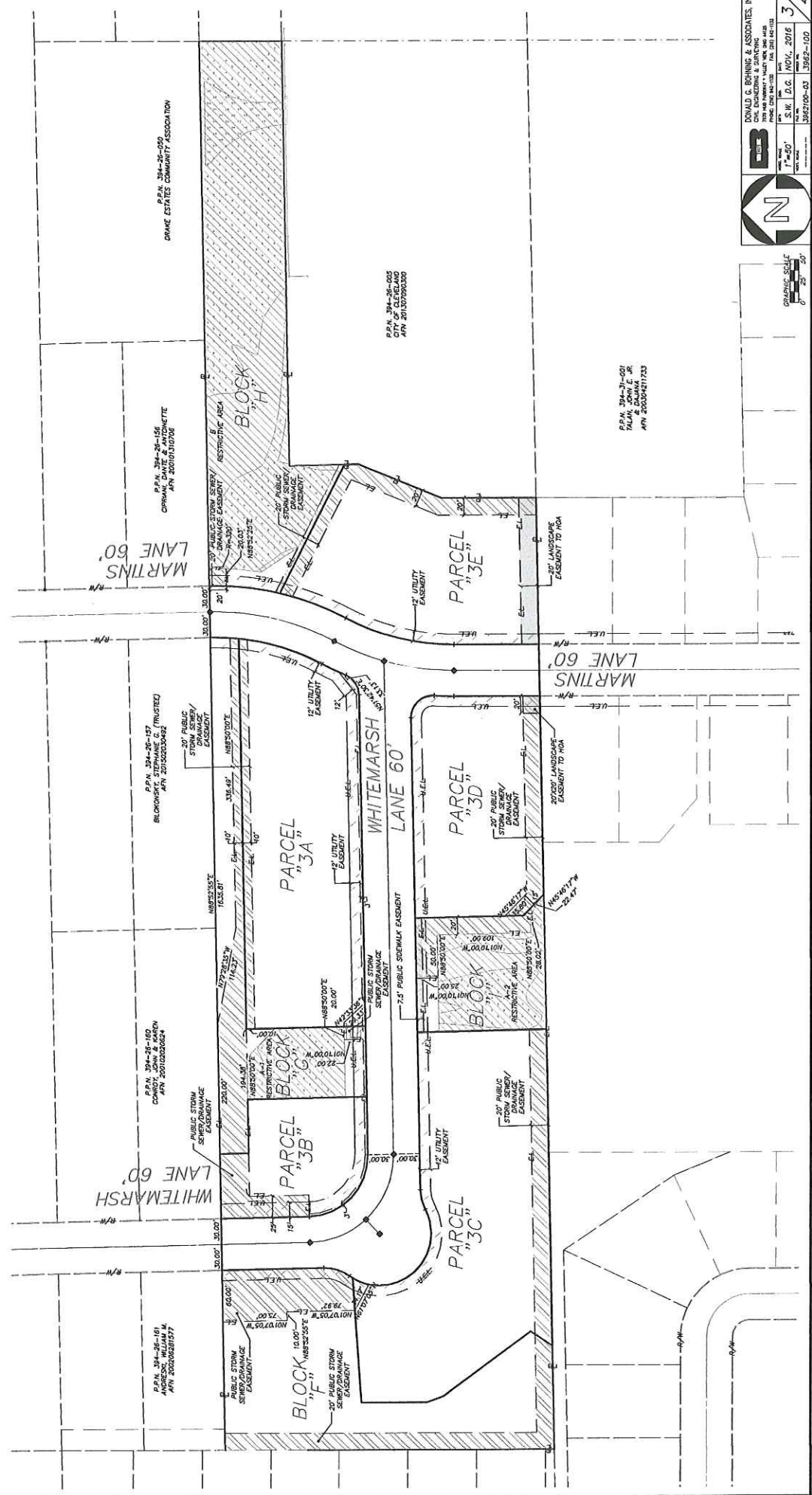
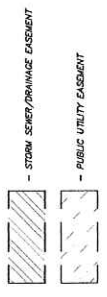
AT & T OHIO

SIGN: _____

PRINT: _____

DONALD G. BOWNING & ASSOCIATES, INC.
CIVIL ENGINEERING & SURVEYING
1715 W. WOODLAND DRIVE
BUFFALO, NEW YORK 14207-3159
TEL: (716) 879-4330

EASEMENT LEGEND



GRAPHIC SCALE
0 20 40
1" = 20'

DONALD C. BOHNING & ASSOCIATES, INC.
 CIVIL ENGINEERING & SURVEYING
 1700 W. UNIVERSITY AVENUE, SUITE 200
 ALEXANDRIA, VA 22304-4100
 S.W. D.C. NOV. 2012 3
 1962100-03 3862-100 4

TAX SPLIT MAP

PARCELS 3A, 3B, 3C, 3D, 3E
 FELDSTONE PRESERVE SUBDIVISION PHASE 3
 THE ENCLAVE AT FELDSTONE PRESERVE

BEING A RE-SUBDIVISION OF PARCELS 3A, 3B, 3C, 3D, & 3E IN THE FELDSTONE PRESERVE SUBDIVISION PHASE 3, THE ENCLAVE AT FELDSTONE PRESERVE AS SHOWN BY THE PLAT AS RECORDED IN VOL. P, PAGE 100, OF THE PUBLIC RECORDS OF CUYAHOGA COUNTY, OHIO, AND PARCELS 3A, 3B, 3C, 3D, & 3E IN THE CITY OF STRONGSVILLE, CUYAHOGA COUNTY, OHIO.

I HEREBY STATE THAT THIS PLAT HAS BEEN COMPILED FROM A SURVEY MADE ON THE GROUND UNDER MY SUPERVISION IN JUNE, 2016, AND RECORDED IN VOL. P, PAGE 100, OF THE PUBLIC RECORDS OF CUYAHOGA COUNTY, OHIO, AND PARCELS 3A, 3B, 3C, 3D, & 3E IN THE CITY OF STRONGSVILLE, CUYAHOGA COUNTY, OHIO, AND THAT I AM A LICENSED SURVEYOR IN THE STATE OF OHIO. THEREOF, COURSES ARE REFERENCED TO AN ASSUMED MERIDIAN AND ARE USED TO INDICATE ANGLES ONLY.

◆ - INDICATES IRON MONUMENTS TO BE SET (5/8" DIAMETER BEAR W/IDENTIFICATION D.G. BORNING ASSOC.) AFTER CONSTRUCTION OF IMPROVEMENTS.

DONALD G. BORNING & ASSOCIATES, INC.
 CIVIL ENGINEERING & SURVEYING



MICHAEL A. LOCKERMAN
 REGISTERED SURVEYOR NO. 8196

ACCEPTANCE.

WE THE UNDERSIGNED,
 PULTE HOMES OF OHIO, A Michigan Limited Liability Company
 OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON, (DOES) HEREBY ASSENT TO AND ADOPT THIS SUBDIVISION PLAT, AND ITS ESTABLISHED SETBACK LINES, AND ACKNOWLEDGE THAT THE SAME WAS MADE AT ITS REQUEST.
 PULTE HOMES OF OHIO, A Michigan Limited Liability Company

BY: BRAD PIROLI - VICE PRESIDENT OF ACQUISITION

ACKNOWLEDGMENT

STATE OF _____
 COUNTY OF _____
 SS _____
 BEING A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE PERSONALLY APPEARED THE ABOVE NAMED INDIVIDUAL(S), WHO EXECUTED THE FOREGOING INSTRUMENT IN BEHALF OF SAID FOREMENTIONED, AND BY THE AUTHORITY OF SUCH ENTITY, AND THAT SUCH INSTRUMENT IS THEIR FREE ACT AND DEED INDIVIDUALLY, AND/OR AS SUCH OFFICER THE FREE ACT AND DEED OF SUCH ENTITY.

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND OFFICIAL SEAL AT _____ OHIO, THIS _____ DAY OF _____ 20____

NOTARY PUBLIC _____ MY COMMISSION EXPIRES _____

AREA CHART

Description	ACRES
24 UNIT PARCELS	5.3804

WETLAND NOTICE.
 VARIOUS LANDS IN THE CITY OF STRONGSVILLE HAVE BEEN IDENTIFIED AS POSSIBLE WETLANDS BY THE U.S. DEPARTMENT OF THE INTERIOR. FEDERAL REGULATIONS EXIST (SECTION 404 OF THE CLEAN WATER ACT - 33 U.S.C. 1344) WHICH MAY PROHIBIT OR LIMIT DEVELOPMENT WITHIN WETLANDS. THE CITY OF STRONGSVILLE HAS BEEN ADVISED THAT THE PROPOSED DEVELOPMENT OF WETLANDS AND A PERMIT MAY BE REQUIRED FROM THE U.S. ARMY CORPS OF ENGINEERS TO WORK ON YOUR LAND.

FOR FURTHER INFORMATION CONTACT:
 U.S. ARMY CORPS OF ENGINEERS, BUFFALO DISTRICT
 ATTN: REGULATORY BRANCH
 1776 NIAGARA STREET
 BUFFALO, NEW YORK 14207-3199
 TELE: (716) 839-4300

ADDITIONALLY, THE ISSUANCE BY THE CITY OF STRONGSVILLE OF A PERMIT FOR WHICH THIS PLAT IS SUBMITTED TO THE CITY OF STRONGSVILLE MAY BE SUBJECT TO FEDERAL, STATE, AND LOCAL AUTHORITIES AND ALL OTHER PERMITS AS MAY BE REQUIRED BY FEDERAL, STATE OR LOCAL AUTHORITIES AND TO OTHERWISE ADHERE TO ALL APPLICABLE LAWS. A PORTION OF THE LANDS WITHIN THIS PLAT IS SUBJECT TO THE TERMS AND CONDITIONS OF THE DEPARTMENT OF THE ARMY PERMIT NO. W-16-01000-01, DATED JUNE 1, 2016, ISSUED BY THE U.S. ARMY CORPS OF ENGINEERS, BUFFALO DISTRICT.

ACKNOWLEDGED BY PULTE HOMES OF OHIO, A Michigan Limited Liability Company

BY: BRAD PIROLI - VICE PRESIDENT OF ACQUISITION

RESTRICTIVE AREAS

THESE AREAS HEREON ARE DEFINED "DEED RESTRICTIVE" AND ARE SUBJECT TO THE DEPARTMENT OF THE ARMY PERMIT NO. 2015-0130 RESTRICTIONS RECORDED AS A.F.N. OF THE RECORDS OF THE CUYAHOGA COUNTY RECORDER AND THE WETLANDS AND STREAMS IN THE PLAT. THESE AREAS WILL NOT BE ADVERSELY IMPACTED BY CONSTRUCTION OR STRUCTURAL MODIFICATIONS.

APPROVALS.
 CITY ENGINEER _____
 THIS PLAT HAS BEEN APPROVED BY THE CITY ENGINEER OF THE CITY OF STRONGSVILLE, OHIO, FOR RECORD PURPOSES ONLY ON THIS _____ DAY OF _____ 20____.

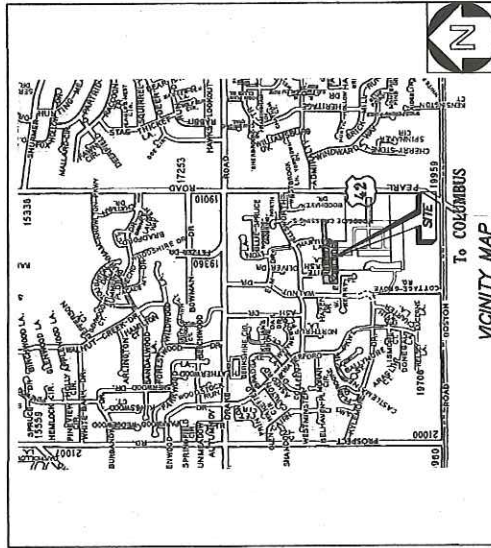
CITY ENGINEER _____
 PLANNING COMMISSION SECRETARY _____
 PLANNING COMMISSION CHAIRMAN _____

PLANNING COMMISSION SECRETARY _____
 PLANNING COMMISSION CHAIRMAN _____

COVENANTS AND RESTRICTIONS.
 THIS SUBDIVISION PLAT IS SUBJECT TO THE DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS (THE "DECLARATION") RECORDED AS A.F.N. OF THE CUYAHOGA COUNTY RECORDS, CREATED TO ADMINISTER THE COMMON PROPERTIES OF THE SUBDIVISION AND TO PERFORM THE OTHER FUNCTIONS SET FORTH IN THE DECLARATION, AND ALSO AS AMENDED.

EASEMENTS.
 THIS TAX SPLIT MAP IS SUBJECT TO ALL EASEMENTS AS SHOWN AND RECORDED BY THE FELDSTONE PRESERVE SUBDIVISION PHASE 1 THE ENCLAVE AT FELDSTONE PRESERVE IN VOL. _____ PAGES _____ OF CUYAHOGA COUNTY MAP RECORDS.

1. UTILITY EASEMENT (AS SHOWN) GRANTED TO THE ILLUMINATING COMPANY, COLUMBIA GAS COMPANY, THE WARNER & ABEY OHIO
2. PUBLIC STORM SEWER/DRAINAGE EASEMENTS.
3. RESTRICTED AREAS.
4. LANDSCAPE EASEMENTS.



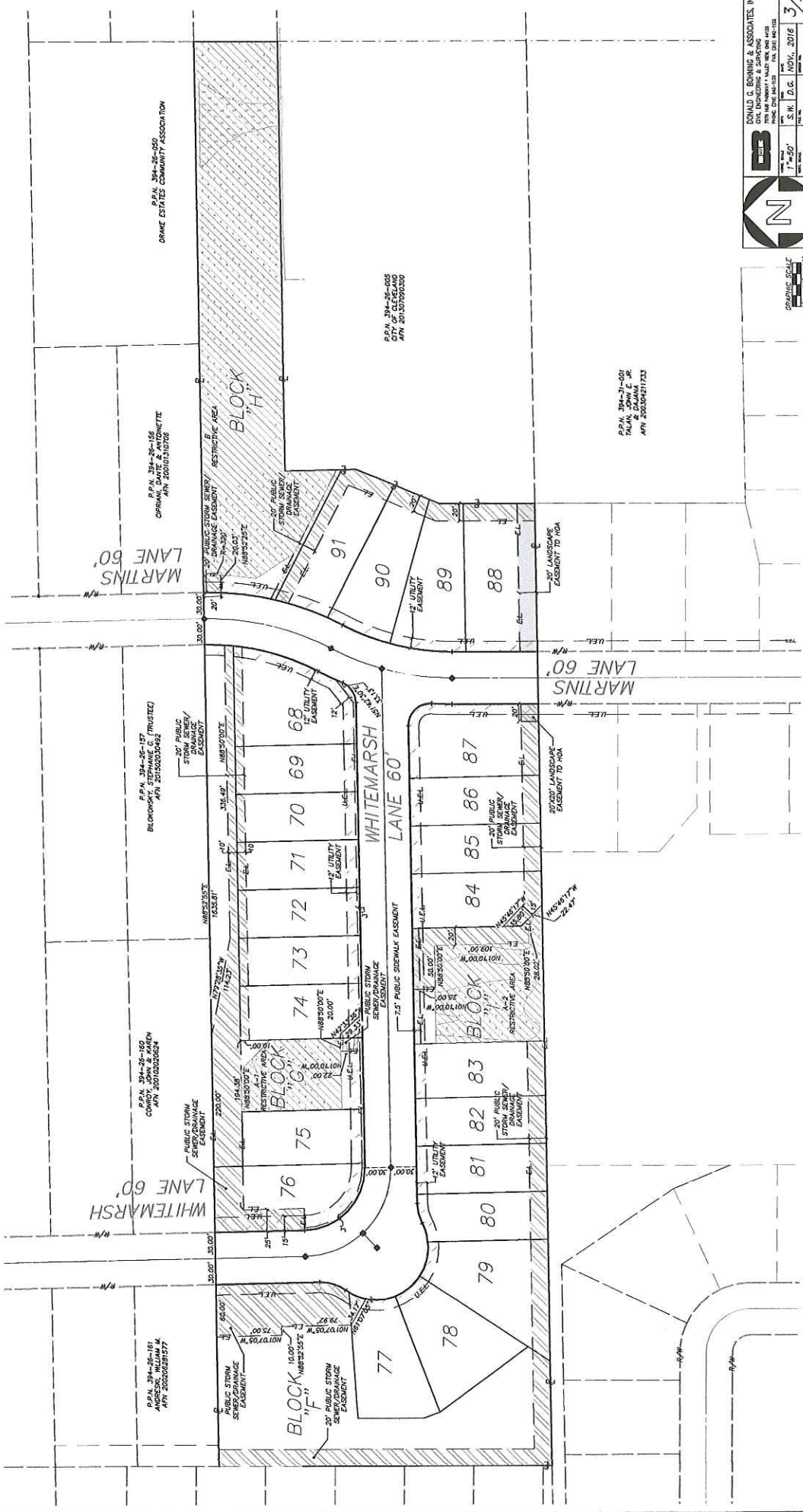
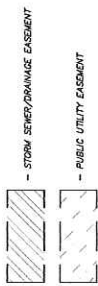
RECEIVED
 MAR 3 - 2017
 CUYAHOGA COUNTY

DONALD G. BORNING & ASSOCIATES, INC.
 CIVIL ENGINEERING & SURVEYING
 1776 NIAGARA STREET
 BUFFALO, OHIO 44207-3199
 TEL: (716) 839-4300
 FAX: (716) 839-4301

DATE: _____
 TIME: _____
 BY: S.W. E.K. NOV. 2016
 PROJECT: 16030-01-01 3882-100

EXHIBIT "1a"

EASEMENT LEGEND



Scale:
 0 20 40 60 Feet

North Arrow

DATE: 11-20-2012

SCALE: 1" = 20'

PROJECT: S.W. I.D.G. INDV. 2012

SHEET: 3

TOTAL SHEETS: 3

DATE: 11-20-2012

PROJECT: 196209-01-15

SCALE: 19653-100

DONALD C. BOHNING & ASSOCIATES, INC.
 CIVIL ENGINEERING & SURVEYING
 1000 W. 10TH ST. SUITE 100
 ALLEGANY, WV 26010

SUBDIVISION IMPROVEMENTS SECURITY AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2017, by and between **PULTE HOMES OF OHIO, LLC**, an Ohio limited liability company, located at 387 Medina Road, Suite 1700, Medina, OH 44256, hereinafter called the "Developer", and the **CITY OF STRONGSVILLE**, a municipal corporation of the State of Ohio, located at 16099 Foltz Parkway, Strongsville, OH 44149, hereinafter called "City".

WHEREAS, Developer is desirous of developing certain lands known as **FIELDSTONE PRESERVE SUBDIVISION PHASE 3-THE ENCLAVE AT FIELDSTONE PRESERVE**, as the same were approved by the City's Planning Commission on February 23, 2017; and

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

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

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

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

I. IMPROVEMENTS, SECURITY, ACCEPTANCE AND DEDICATION.

1. Developer shall convey or dedicate to the City any applicable public streets, alleys, roads, avenues, drives and public ways in the Subdivision known as **FIELDSTONE PRESERVE SUBDIVISION PHASE 3-THE ENCLAVE AT FIELDSTONE PRESERVE**, as approved by the City's Planning Commission.

2. Developer shall convey or dedicate to the City or other appropriate public entity or public utility all public sewers, water lines and other public utilities and

improvements constructed or caused to be constructed on the aforementioned streets, alleys, roads, avenues, drives and public ways in said Subdivision, and shall grant easements and rights-of-way to said entities as may be required.

3. Developer shall construct or enter into a contract for the construction of the improvements required in the aforesaid Subdivision, as approved by the City Engineer on February 23, 2017, in accordance with the terms of this Agreement, the General Requirements herein, and the Subdivision Regulations of the City and shall pay the total cost thereof. Developer shall complete any applicable street pavements, curbs, sidewalks, sanitary sewer systems, storm drainage systems, water mains, and other utilities to be constructed in public rights-of-way on or before November 1, 2017; unless said time(s) is or are extended by the Council of the City. Such time extension(s) may be granted so long as the City Engineer determines that delays in construction are not the result of the actions or inactions of the Developer, and that Developer is making reasonable efforts to complete said improvements. Such extension(s) shall not be unreasonably withheld.

4. Any and all of the work performed as hereinabove provided shall be done subject to the approval of and inspection by the City Engineer.

5. In order to secure the performance of this Agreement and all the aforesaid work in accordance with the standards established in the Subdivision Regulations and the completion of such work within the time period(s) established herein, Developer herewith deposits with **KEY BANK NATIONAL ASSOCIATION**, incorporated in the State of Delaware, with a location at 100 Public Square, Cleveland, Ohio 44113 (hereinafter referred to as "Escrow Agent") the total sum of \$1,019,000.00 (hereinafter referred to as the "improvements security funds") to be held in escrow in accordance with the Escrow Agreement attached hereto and incorporated herein as Exhibit A and subject to the following terms:

- A. Escrow Agent shall deposit and/or invest the improvements security funds in the following accounts, and/or investments which the City is authorized to utilize by law, subject to the approval of Developer, which shall not be unreasonably withheld:
- (1) Interest-bearing accounts of **KEY BANK NATIONAL ASSOCIATION** payable or withdrawable, on demand.
 - (2) Direct obligations of the United States maturing or redeemable on or before the date for completion established in accordance with Paragraph 3 above.
 - (3) Certificates of deposit maturing or redeemable on or before the date for completion established in accordance with Paragraph 3 above.

- B. Escrow Agent is authorized to deliver or disburse the improvements security funds or any part thereof, with any additional funds including interest earned on the aforesaid sum, less any and all fees or penalties arising from the deposit or investment to the Developer as follows:
- (1) Only upon receipt of all of the following items shall the Escrow Agent deliver or disburse all or the remainder of the improvements security funds:
 - (a) The certificate of the City Engineer that all improvements have been installed in accordance with the requirements of the subdivision regulations of the City and with the actions of the Planning Commission;
 - (b) Evidence of receipt by the City of a maintenance bond securing the maintenance and repair of the improvements for a period of two years in a form approved by the Law Director;
 - (c) A policy of title insurance in form approved by the Law Director covering all lands to be dedicated to public use, and showing title to the same to be in the City free and clear of any easements, mortgages, taxes, liens, assessments or other encumbrances of any kind whatsoever except the easements required by the Subdivision Regulations of the City and taxes not yet due and payable, or a certificate from the City Engineer acknowledging receipt of same;
 - (d) Evidence of Deposit by the Developer with the City or the Escrow Agent of a sum sufficient to pay all taxes and assessments which are a lien but not yet due and payable; and
 - (e) A copy of legislation duly adopted by the Council of the City accepting the dedication or conveyance of all lands and improvements required to be dedicated or conveyed by this Agreement, certified by the Clerk of Council to be a true and correct copy of the original.
 - (2) Upon receipt of certification by the City Engineer of the satisfactory completion of a portion of the aforesaid improvements, and upon a determination by the City that all remaining uncompleted improvements are adequately secured, the Escrow Agent shall release a portion of the improvements security funds deposited equal to an amount estimated by the City Engineer to be the cost of that portion of the improvements completed, or the difference

between the total sum on deposit and the total sum determined by the City to be necessary to secure the completion of all remaining uncompleted improvements and all other obligations of Developer under this agreement, whichever may be less.

- C. The Escrow Agent is authorized to deliver or disburse to the City all or any part of the improvements security funds as determined by the City Engineer, plus any additional funds including interest earned on the aforesaid sums, less any and all fees or penalties due arising from the deposit or investment upon Escrow Agent being notified by the City of the occurrence of one or more of the following events:
- (1) If the Developer assigns this Agreement, or any interest therein to any person, firm or corporation, or gives to any person, firm or corporation, any order or orders thereon;
 - (2) If the required improvements shall violate building subdivision or zoning laws of the City;
 - (3) If the land within the development area as identified on the subdivision plat approved for record purposes is used for any unlawful purpose, or is occupied for other than dwelling purposes, or for any purpose without the approval of the appropriate administrative official, board, or commission of the City;
 - (4) If the improvements are not fully constructed by the completion date(s) established in paragraph I. 3. above, or by any extension date approved by Council pursuant thereto.
 - (5) If the improvements in the judgment of the City Engineer are materially injured or destroyed prior to acceptance by the City, and no insurance or other provision acceptable to the City is made for prompt replacement or repair of the same at no cost to the City.
 - (6) If the Developer fails to construct the improvements in accordance with plans and specifications that have been approved by the proper City authorities having charge thereof;
 - (7) If the Developer does not permit the City or its authorized agents or employees to enter upon and inspect the same in every part at all reasonable times;
 - (8) If the Developer shall commit an act of bankruptcy or if any relief under the Bankruptcy Act is sought by or against Developer or if a receiver is appointed to take charge of the assets or affairs of the Developer or if Developer should become insolvent.

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

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

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

II. GENERAL REQUIREMENTS.

1. Developer's application(s), all maps on file, construction plans, detail maps and state laws, present City ordinances, Planning Commission rules, regulations and official acts with respect to this Subdivision and all the terms and conditions of final approval are incorporated herein by reference as if set forth at length, except as expressly modified herein.

2. Prior to proceeding with the work, the Developer will apply for and secure permit(s) and pay all fees as required by the City ordinances.

3. The Developer agrees that if any drainage easements are necessary to insure adequate drainage of the tract, same shall be obtained by the Developer at its sole cost and expense. All of such easements which are necessary for the drainage in the tract shall be procured in the name of the City, it being understood that same shall be held until acceptance of the streets by the City, after which same will be recorded in

the City's favor. The taking of such easements shall not be construed as the exercise of dominion and control by the City over said streets until such time as they are formally accepted.

4. The Developer agrees that if during the course of construction and installation of improvements it shall be determined by the City Engineer that revision of the drainage plan is necessary in the public interest, it will undertake such design and construction changes as may be reasonable and are indicated by the City Engineer and approved by the City.

5. Developer shall defend, indemnify and hold harmless City and its officials, employees and agents, and their respective heirs, successors, personal representatives and assigns, from and against any and all suits, legal or administrative proceedings, claims, demands, actual damages, punitive damages, losses, costs, liabilities, interest, attorney's fees and expenses of whatever kind and nature, in law or equity, known or unknown, based upon, resulting from or arising directly or indirectly out of the condition, status, quality, nature, contamination or environmental state of the Developer's Property until such time as all environmental laws, regulations, orders and directives are complied with.

6. The Developer hereby agrees to procure, at its expense, the necessary permits and furnish any bond required for the opening of any state or county roads.

7. Developer agrees that prior to the issuance of any building permits within the subdivision, all street pavements, curbs, sanitary sewer systems, storm drainage systems, water mains and required appurtenances shall be completed and approved by the City Engineer, provided that the Building Commissioner may issue permits for "Model" home(s) or unit(s) upon his determination that improvements have been installed to the extent he deems necessary to serve and permit occupancy of such home(s) or unit(s); and, except as otherwise provided for model home(s) and unit(s), prior to the issuance of any certificates of occupancy by the City, all improvements and utilities must be completed and all other applicable state and local requirements must be complied with.

8. The City shall not be responsible for road or other improvements, maintenance or care until the same are accepted for dedication, nor shall the City exercise any control over the improvements until accepted for dedication.

9. The Developer shall maintain, clean and snow plow such roads until acceptance by the City. In the event of default of these obligations by the Developer, the City without notice to the Developer may undertake the same at the expense of the Developer.

10. If the City determines that there is a violation of present state laws, City ordinances, Planning Commission rules, regulations and requirements, subdivision

regulations and/or terms and provisions of this Agreement, it may issue a stop work order.

11. This Agreement and the covenants contained herein shall run with the land, and shall inure to the benefit of the City and its successors and assigns.

IN WITNESS WHEREOF, the parties hereto have affixed their hands the day and year first above written.

"CITY"
CITY OF STRONGSVILLE

By: _____
Thomas P. Perciak
Title: _____
Mayor

"DEVELOPER"
PULTE HOMES OF OHIO, LLC (an Ohio Limited Liability Co.)

TS-1 LLC

John Hill

By: *John Hill*

Its: *Vice President of Land Acq.*

STATE OF OHIO)
) ss
COUNTY OF CUYAHOGA)

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Strongsville, Ohio, this ____ day of _____, A.D. 2017.

Notary Public

STATE OF OHIO)
) ss
COUNTY OF CUYAHOGA) MEDINA AP

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named **PULTE HOMES OF OHIO, LLC**, by Brad Piroli, its VP of Land Acq., who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said limited liability company, and his free act and deed personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Strongsville, Ohio, this 13th day of March, A.D., 2017.



DANICA M LEO
Notary Public, State of Ohio [Signature]
Summit County Notary Public
My Commission Expires 12.16.19

CERTIFICATE OF LAW DIRECTOR

I hereby certify that I have reviewed and approved the form of the foregoing instrument this ____ day of _____, 2017.

Neal M. Jamison, Law Director

Exhibit "A"

ESCROW AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2017, by and among the **CITY OF STRONGSVILLE**, a municipal corporation of the State of Ohio, located at 16099 Foltz Parkway, Strongsville, Ohio 44149 ("City"), **PULTE HOMES OF OHIO, LLC**, an Ohio limited liability company, organized and existing under the laws of the State of Ohio, located at 387 Medina Road, Suite 1700, Medina, Ohio 44256 ("Owner"), and **KEY BANK NATIONAL ASSOCIATION**, a Delaware corporation, with a principal office located at 100 Public Square, Cleveland, Ohio 44113 ("Escrow Agent").

WITNESSETH:

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

1. There shall be deposited with the Escrow Agent the sum of **One Million Nineteen Thousand and no/100 Dollars (\$1,019,000.00)** ("Deposit"), to be held pursuant to the terms hereof. Upon Escrow Agent's receipt of the full Deposit, Escrow Agent shall notify both the City and Owner in writing.

2. Escrow Agent shall establish and maintain an escrow account ("Escrow") for the purposes hereof, and shall invest the Deposit in any investments as directed in writing by Owner pursuant to the Subdivision Improvements Security Agreement by and between City and Owner ("Security Agreement"). The Deposit, any gains and losses, and interest accruing thereon (such gains, losses and interest hereinafter referred to as "Deposit Interest") shall be held in the Escrow Account until disbursed in accordance with the provisions of the Security Agreement and the provisions set forth below.

3. Upon receipt by Escrow Agent of written instructions signed by City, which instructions shall be in accordance with the Security Agreement (to which Escrow Agent is not a party/signatory), the Escrow Agent shall disburse the Deposit and the Deposit Interest to the party or parties designated by the notice to receive such and, when the entire deposit has been disbursed, this Escrow Agreement shall terminate.

4. The Escrow Account shall be maintained by Escrow Agent in accordance with the following terms and conditions:

A. Escrow Agent undertakes to perform only such duties as are expressly set forth herein.

B. Escrow Agent may rely and shall be protected in acting or refraining from acting upon any written notice, instructions or request

furnished to it hereunder and believed by it to be genuine and to have been signed or presented by the proper party or parties.

C. Escrow Agent shall not be liable for any action taken by it in good faith, and believed by it to be authorized or within the rights or powers conferred upon it by this Agreement, and may consult with counsel of its own choice and shall have full and complete authorization and protection for any action taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel.

D. Escrow Agent may resign and be discharged from its duties or obligations hereunder by giving notice in writing of such resignation specifying a date when such resignation shall take effect.

E. Owner hereby agrees to pay Escrow Agent reasonable compensation for the services to be rendered hereunder, and will pay or reimburse Escrow Agent upon request for all expenses, disbursements and advances, including reasonable attorney fees, incurred or made by it in connection with carrying out its duties hereunder.

F. Owner hereby agrees to defend and indemnify Escrow Agent for, and to hold it harmless against any loss, liability or expense incurred without negligence or bad faith on the part of Escrow Agent, arising out of or in connection with its entering into this Agreement and carrying out its duties hereunder, including the cost and expense of defending itself against any claim of liability in the premises.

5. All notices and communications hereunder shall be in writing and shall be deemed to be given if sent by registered mail, return receipt requested, as follows:

KEY BANK NATIONAL ASSOCIATION

100 Public Square
Mail Code OH-01-10-0944
Cleveland, Ohio 44113
Attention: Lee Ann Habinak
Vice-President, Relationship Manager
Corporate Trust Escrow

PULTE HOMES OF OHIO, LLC

387 Medina Road, Suite 1700
Medina, Ohio 44256
Attention: Brian J. Cave, Land Project Manager

CITY OF STRONGSVILLE

16099 Foltz Parkway
Strongsville, Ohio 44149
Attention: Law Director

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

Signed in the presence of:

[Signature]
[Signature]

[Signature]
[Signature]

PULTE HOMES OF OHIO, LLC
(an Ohio Limited Liability company)

By: [Signature]
Its: Vice President of Lund Acq.

CITY OF STRONGSVILLE, OHIO

By: _____
Thomas P. Perciak
Its: Mayor

KEY BANK NATIONAL ASSOCIATION

By: [Signature]
Lee Ann Habinak
Its: Vice-President, Relationship Manager

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2017 – 041

By: Mr. Daymut

A RESOLUTION DECLARING THE INTENT OF THE COUNCIL OF THE CITY OF STRONGSVILLE TO ACCEPT FOR DEDICATION CERTAIN STREETS WITHIN FIELDSTONE PRESERVE SUBDIVISION PHASE 3-THE ENCLAVE AT FIELDSTONE PRESERVE, IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Ordinance No. 2017 - 040, duly passed by this Council on March 20, 2017, the Council of the City of Strongsville accepted the plat submitted by Pulte Homes of Ohio, LLC, the owner of Fieldstone Preserve Subdivision Phase 3-The Enclave at Fieldstone Preserve for recording purposes only; and

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

WHEREAS, as a prerequisite for the obtaining of permits from the City of Cleveland to install water mains within the said streets of said Subdivision, they require a resolution of intent from the City of Strongsville before giving such permits.

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

Section 1. That the Council of the City of Strongsville does intend to accept for dedication, any applicable streets shown on the subdivision plat of Fieldstone Preserve Subdivision Phase 3-The Enclave at Fieldstone Preserve after all improvements, including utilities, have been installed and approved by the Engineer of the City of Strongsville, and after performance of the terms and conditions of the agreement between the Developer and the City approved in Ordinance No. 2017 - 040.

Section 2. That the Clerk of Council is hereby authorized and directed to send a copy of this Resolution to the City of Cleveland, Department of Public Utilities, Division of Water.

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

Section 4. That this Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to assure proper development of all lots and land within the City of Strongsville. Therefore, provided this Resolution receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

 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

Res. 2017-041
 ORD. No. 2017-041 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 042

By: Mr. DeMio

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A STATE OF OHIO ADMINISTRATIVE SERVICES CONTRACT FOR THE PURCHASE OF ONE (1) NEW 2018 BRAUN TYPE I MEDIUM DUTY FREIGHTLINER M2 SUPER CHIEF AMBULANCE UNIT WITH RELATED VEHICLE MODIFICATIONS AND APPURTENANCES FOR USE BY THE FIRE DEPARTMENT, 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 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 to purchase one (1) new 2018 Braun Type I Medium Duty Freightliner M2 Super Chief Ambulance Unit with related vehicle modifications and appurtenances (Schedule No. 800263, Index No. STS233), for use by the Fire Department of the City.

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

Section 1. That the Mayor accordingly 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 with **BRAUN INDUSTRIES, INC.** (through authorized dealer **PENN CARE, INC.**) for the purchase of one (1) new 2018 Braun Type I Medium Duty Freightliner M2 Super Chief Ambulance Unit with related vehicle modifications and appurtenances, in a total amount not to exceed \$287,816.00, as reflected on Exhibit A attached hereto.

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

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 - 042

Page 2

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

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

Section 6. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to enter into said contract to provide for the continuity of services and operation of the City of Strongsville Fire Department, to provide updated equipment for fire rescue services, to protect the lives of persons in the City of Strongsville, and conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

President of Council

Approved: _____
Mayor

Date Passed: _____ Date Approved: _____

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

Attest: _____
Clerk of Council

ORD. No. 2017-042 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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



Feb 24th, 2017

Dear Scott,

Penn Care; a regional supplier of EMS supplies, ambulances, and electronic patient care trip sheets, with low prices, prompt delivery and knowledgeable product specialists we hope to become your one stop shop for all your EMS needs. Many needs.....One Solution.....Penn Care.

Thank you for the opportunity to submit a quote for this year's purchase of a 2018 Braun Type I Medium Duty Freightliner M2 Super Chief Ambulance.

2018 Braun Type I MD Freightliner M2 Super Chief	\$263,828.00
Stryker Power Load System	\$23,988.00
Total	\$287,816.00

Priced in accordance with Ohio STS #233, Contract #800263

If you have any questions or would like additional information on the vehicle please feel free to contact me at 800-392-7233 x28 or patrick@penncare.net

Sincerely

Patrick McFall

Patrick McFall
New and Used Ambulance Sales
Penn Care Inc.

EXHIBIT A

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 043

By: Mr. DeMio

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

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

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

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

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

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

Section 5. That the net proceeds of the operation of this Ordinance shall be deposited into the Emergency Vehicle Fund.

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

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

 President of Council

Approved: _____
 Mayor

Date Passed: _____ Date Approved: _____

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

Attest: _____
 Clerk of Council

ORD. No. 2017-043 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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



2000 E-One Cyclone Custom Pumper

Engine specification:

- Year 2000
- Make: E-One
- Model: Cyclone Custom Pumper
 - VIN E24474ENGAAA81Y1002447
 - S.O # 122447

Detroit Diesel:

- Engine Hours 3600.6
- Detroit Diesel- S.O # 1178309
 - Unit # 06R0621856
- Miles 40,472
- GVWR 47000 LBS
- Detroit Diesel 60
 - Model 6067 MK 4S
 - 12.7 L engine
 - 430HP
 - 2100 RPM
 - Certified to run on low Sulfur fuel
 - Pre-DEF/ Pre EGR

Transmission:

- Allison Transmission
 - Model HD 4 060 E004917 E004917
 - S/N 6610069282 00J28
TID003



Pump:

- Make-Hale
- 1500 GPM
- Type- Qmax 150-23
- S/N 4ENGAAS1Y1002447
- Pump gear ratio 1 to 2.28

Tires:

- Front tires: Michelin
 - 425-65, R 22.5 (50%)
- Rear tires: Good Years
 - G622 RSD, 12 R 22.5 (Like new)

Fuel tank:

- 1 year old

Batteries:

- Replaced on 2/2014

Winch:

- Make: Ramsey
- Model 112108

❖ No equipment, tools, fittings

❖ Frame is cracked and Rusted, see pictures



CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 044

By: Mayor Perciak and Mr. DeMio

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A THIRD AMENDMENT TO THE AGREEMENT FOR PUBLIC SAFETY DISPATCH SERVICES BETWEEN THE CITY OF STRONGSVILLE AND THE CITY OF NORTH ROYALTON, IN CONNECTION WITH AN ADJUSTMENT OF FEES COMMENCING JANUARY 1, 2017, AND DECLARING AN EMERGENCY.

WHEREAS, through adoption of Ordinance No. 2014-012 on February 3, 2014, the Strongsville City Council authorized an Agreement with North Royalton for public safety services; and

WHEREAS, through adoption of Ordinance No. 14-14 on February 4, 2014, the North Royalton City Council likewise authorized an Agreement with Strongsville for such public safety services; and

WHEREAS, on February 11, 2014, Strongsville and Royalton entered into an *Agreement for Public Safety Dispatch Services*, in which Strongsville agreed to dispatch Royalton Police Department and Fire Department calls, on a twenty-four (24) hour basis, to authorized personnel of the Royalton Police Department and the Royalton Fire Department and other public safety resources (such as animal control) generally with regard to emergency and non-emergency incidents, and with communication support and services/systems directly related to the dispatch function, and subject to other specific terms and conditions contained therein; and

WHEREAS, at that time, Royalton agreed to certain terms and conditions in connection with payment to Strongsville for Strongsville's provision of such Dispatch Services; and

WHEREAS, thereafter on September 16, 2014, the parties entered into an *Amendment to Agreement* providing for an adjustment to the provision for payment based upon the first year of operations and consistent with the Agreement, and as authorized by Strongsville City Council in Ordinance No. 2014-176; and

WHEREAS, in addition, on February 23, 2016, the parties entered into a *Second Amendment to Agreement* providing for an adjustment to the provision for payment based upon the second year of operations and consistent with the Agreement, and as authorized by Strongsville City Council in Ordinance No. 2016-023; and

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 044

Page 2

WHEREAS, based upon the three (3) years of operations and in accordance with provisions of said Agreement, it is now necessary to further amend and adjust the provision relating to payment for Dispatch Services; and

WHEREAS, by and through City Council of North Royalton Ordinance No. 17-15, passed on February 21, 2017, North Royalton has agreed to a Third Amendment to the Agreement providing for an increase in fees commencing 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 *Third Amendment to Agreement for Public Safety Dispatch Services between the City of Strongsville, Ohio and the City of North Royalton, Ohio*, providing for an adjustment in the payment of fees to the City of Strongsville for dispatch services for 2017, commencing January 1, 2017 through December 31, 2017, at an adjusted rate of \$42,015.00 per month, for a total of \$504,184.00 for the year 2017, in accordance with the terms and conditions set forth in the proposed Third Amendment to Agreement attached hereto as Exhibit "A" and incorporated herein by reference, which in all respects is hereby approved.

Section 2. That any funds received pursuant to this Ordinance shall be deposited into the General Fund, and any expenditures required by the City to effectuate the Agreement have been appropriated for 2017 and shall be paid from the General Fund.

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

Section 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to enter into the Third Amendment to Agreement to provide for proper and fair compensation to the City for dispatch services, to act in accordance with the terms and conditions of the Agreement, 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.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2017 - 044
Page 3

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. 2017-044 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

**THIRD AMENDMENT TO AGREEMENT
FOR PUBLIC SAFETY DISPATCH SERVICES
BETWEEN
THE CITY OF STRONGSVILLE, OHIO AND
THE CITY OF NORTH ROYALTON, OHIO**

7

THIS THIRD AMENDMENT TO AGREEMENT made at Strongsville, Ohio, this ____ day of _____, 201~~6~~, by and between the CITY OF STRONGSVILLE, Ohio, hereinafter designated as "Strongsville", and the CITY OF NORTH ROYALTON, Ohio, hereinafter designated as "Royalton".

WITNESSETH:

WHEREAS, through adoption of Ordinance No. 2014-012 on February 3, 2014, the Strongsville City Council authorized an Agreement with North Royalton for public safety services; and

WHEREAS, through adoption of Ordinance No. 14-14 on February 4, 2014, the North Royalton City Council likewise authorized an Agreement with Strongsville for such public safety services; and

WHEREAS, on February 11, 2014, Strongsville and Royalton entered into an *Agreement for Public Safety Dispatch Services*, in which Strongsville agreed to dispatch Royalton Police Department and Fire Department calls, on a twenty-four (24) hour basis, to authorized personnel of the Royalton Police Department and the Royalton Fire Department and other public safety resources (such as animal control) generally with regard to emergency and non-emergency incidents, and with communication support and services/systems directly related to the dispatch function, and subject to other specific terms and conditions contained therein; and

WHEREAS, at that time, Royalton agreed to certain terms and conditions in connection with payment to Strongsville for Strongsville's provision of such Dispatch Services; and

WHEREAS, thereafter on September 16, 2014, the parties entered into an *Amendment to Agreement* providing for an adjustment to the provision for payment based upon the first year of operations and consistent with the Agreement, and as authorized by Strongsville City Council in Ordinance No. 2014-176; and

WHEREAS, thereafter on February 23, 2016, the parties entered into a *Second Amendment to Agreement* providing for an adjustment to the provision for payment based upon the second year of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2016-023; and

WHEREAS, based upon the three (3) years of operations and in accordance with provisions of said Agreement, it is now necessary to further amend the provision relating to payment for Dispatch Services.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth in the Agreement and herein, it is agreed as follows:

1. Article I(E) of the Agreement be and is hereby amended to read in part as follows:

* * *

“E. Payment for Dispatch Services: Royalton, in consideration of the provision of the Dispatch Services outlined herein, agrees to pay Strongsville the amount of Forty Thousand Dollars (\$40,000.00) per month by the first (1st) of each month for Dispatch Services provided in that month, for a total annual fee of Four Hundred Eighty Thousand Dollars (\$480,000.00) for the first year of operation. For the second year of operation, namely January 1, 2015 through December 31, 2015, Royalton will pay Strongsville at a reduced rate of Thirty-eight Thousand Dollars (\$38,000.00) per month by the first (1st) of each month for Dispatch Services provided in that month, for a total of Four Hundred Fifty-Six Thousand Dollars (\$456,000.00) for such second year of operation. For the period of operation from January 1, 2016 through February 29, 2016, Royalton will pay Strongsville at the same rate of Thirty-Eight Thousand Dollars (\$38,000.00) per month; and thereafter from March 1, 2016 through December 31, 2016, Royalton will pay Strongsville at an increased rate of Thirty-Nine Thousand Five Hundred Twenty Dollars (\$39,520.00) per month by the first (1st) of each month for Dispatch Services provided in that month, for a total of Four Hundred Seventy-One Thousand Two Hundred Dollars (\$471,200.00) for such third year of operation. **For the period of operation from January 1, 2017 through December 31, 2017, Royalton will pay Strongsville at an increased rate of Forty-Two Thousand Fifteen Dollars (\$42,015.00) per month by the first (1st) of each month for Dispatch Services provided in that month, for a total of Five Hundred Four Thousand One Hundred Eighty-Four Dollars (\$504,184.00) for such fourth year of operation.**”

* * *

2. This Third Amendment to Agreement amends, modifies and supplements the Agreement effective January 1, 2017 only as specifically set forth herein. All rights and obligations of Strongsville and Royalton under the Agreement and all other provisions not specifically amended herein remain unmodified and in full force and effect.

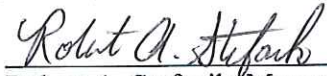
3. This Third Amendment to Agreement shall be binding upon Strongsville and Royalton and their respective successors and assigns.

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

Signed in the presence of:



**CITY OF NORTH ROYALTON
("Royalton")**

By: 
Robert A. Stefanik, Mayor

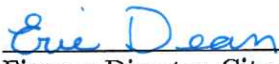
**CITY OF STRONGSVILLE
("Strongsville")**

By: _____
Thomas P. Perciak, Mayor

CERTIFICATE OF FINANCE DIRECTOR

I hereby certify that the amount of money required to meet the expenditures called for by this Amendment to Agreement is in the treasury, to the credit of the fund for which it is to be drawn, or in the process of collection, and not appropriated for any other purpose.

2/22/17
Date


Finance Director, City of North Royalton

**CERTIFICATE OF LAW DIRECTOR FOR THE
CITY OF NORTH ROYALTON**

I have hereby reviewed and approved the form of the foregoing Amendment to Agreement this 22 day of FEBRUARY, 2016. 7


Thomas A. Kelly, Law Director

**CERTIFICATE OF LAW DIRECTOR FOR THE
CITY OF STRONGSVILLE**

I have hereby reviewed and approved the form of the foregoing Amendment to Agreement this ___ day of _____, 2016. 7

Neal M. Jamison, Law Director

THE CITY COUNCIL OF
NORTH ROYALTON, OHIO

ORDINANCE NO. 17-15

INTRODUCED BY: Mayor Stefanik

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A THIRD AMENDMENT TO THE AGREEMENT FOR PUBLIC SAFETY DISPATCH SERVICES BETWEEN THE CITY OF STRONGSVILLE, OHIO AND THE CITY OF NORTH ROYALTON, OHIO TO AMEND THE PROVISION RELATING TO PAYMENT FOR DISPATCH SERVICES, AND DECLARING AN EMERGENCY

WHEREAS: On February 11, 2014, Strongsville and North Royalton entered into an Agreement for Public Safety Dispatch Services, in which Strongsville agreed to dispatch North Royalton Police Department and Fire Department calls, on a twenty-four (24) hour basis, to authorize personnel of the North Royalton Police Department and the North Royalton Fire Department and other public safety resources (such as animal control) generally with regard to emergency and non-emergency incidents, and with communication support and services/systems directly related to the dispatch function, and subject to other specific terms and conditions contained therein, and at that time North Royalton agreed to certain terms and conditions in connection with payment to Strongsville for Strongsville's provision of such Dispatch Services; and

WHEREAS: On September 16, 2014, the parties entered into an agreement to amend the provision relating to payment for Dispatch Services based upon the first year of operations; and

WHEREAS: On February 23, 2016, the parties entered into a second amendment to the agreement providing for an adjustment to the provision for payment based upon the second year of operations; and

WHEREAS: Based upon the third year of operations and in accordance with provisions of said agreement, it is necessary to further amend the provision relating to payment for Dispatch Services; and

WHEREAS: Council desires to provide for this amendment.

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

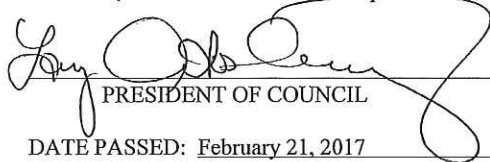
Section 1. The Mayor is hereby authorized to approve a third amendment to the agreement for Public Safety Dispatch Services between the City of Strongsville, Ohio and the City of North Royalton, Ohio pursuant to terms and conditions approved by the Director of Law and substantially similar to a copy of which is attached hereto as Exhibit A and incorporated as if fully rewritten.

Section 2. This Ordinance shall supersede all previously adopted Ordinances in direct conflict herewith.

Section 3. 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. 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 amend the provision relating to payment for Dispatch Services.

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: February 21, 2017

DATE APPROVED: FEB 22 2017


DIRECTOR OF LEGISLATIVE SERVICES

First reading February 7, 2017
Second reading suspended
Third reading February 21, 2017

YEAS: Antoskiewicz, Nickell, Petrusky, Langshaw,
Marnecheck, Hannan, Kasaris
NAYS: none

I, Director of Legislative Services of the City of North Royalton, certify that this is a true and exact copy of the original of said Ordinance/Resolution.

17-15


Director of Legislative Services